

SIXTH MASTER AGREEMENT

BETWEEN

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

UNIVERSITY OF THE DISTRICT OF COLUMBIA

FACULTY ASSOCIATION/NEA

EFFECTIVE _____, 2006 THROUGH SEPTEMBER 30, 2008

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ARTICLE I - AGREEMENT

This agreement is made between the University of the District of Columbia Faculty Association/National Education Association, hereinafter called the Association, and the Board of Trustees of the University of the District of Columbia, hereinafter called the University.

ARTICLE II - PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment for faculty represented by the Association and negotiated by the parties. The intent of the parties to this Agreement is to affirm their mutual belief in good faith collective bargaining which gives legitimate expression to the concerns of faculty regarding terms and conditions of employment.

It is also the intent of the parties to promote the quality and effectiveness of education at UDC and to maintain the highest possible standards of academic excellence in all phases of instruction, research and service. It is recognized by the parties that mutual benefits are to be derived from the continued improvement of UDC. The parties concur that these objectives are facilitated by the amicable adjustment of matters of common interest.

ARTICLE III - AGREEMENT SUPERSEDES

Unless otherwise expressly provided herein, this Agreement supersedes all previous agreements, understandings, policies, and prior practices governing subjects included within this Agreement.

ARTICLE IV - SCOPE OF UNIT

As certified by the District of Columbia Board of Labor Relations, case number 8R012, the employees who make up the bargaining unit are: All full-time faculty employees holding a permanent appointment from appropriated funds, including librarians/media specialists, of the University of the District of Columbia, excluding any management official, confidential employee, supervisor or employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE V - EXCLUSIVITY

The University recognizes the Association as the sole and exclusive bargaining agent for all faculty members in the bargaining unit, collectively and individually, as described in Article IV, Scope of Unit.

ARTICLE VI - DEFINITIONS

As used in this Agreement, unless otherwise specified:

1. “Bargaining unit” or “unit” mean UDC faculty employees, certified by the District of Columbia Board of Labor Relations or its successor, for the purpose of collective bargaining.
2. “Collective Bargaining Agreement” or “this Agreement” means all of the definitions, provisions, terms and conditions set forth in this contract, including any appendices thereto, and any subsequent modifications, supplements or amendments, agreed upon by the University and the Association in writing and signed by authorized representatives of both parties.
3. “Day” means calendar day unless it is specifically identified as a working day. “Working day” means a day when classes or examinations are scheduled and held in accordance with the official Academic calendar of the University, excluding Saturdays and Sundays.
4. “Department” means the designated first level of the University’s academic administrative organization within a college or within the Learning Resources Division (hereinafter called “LRD”).
5. “College” means the designated second level of the University’s academic administrative organization.
6. “Consult” means to meet and discuss.

ARTICLE VII - ASSOCIATION RIGHTS

- A. 1. The President of the Association or designee shall have the right to speak at the Board meeting on any issue relating to terms and conditions of employment that is pending before the Board provided a one (1) day notice is given to the Board. If the meeting is not open to the public, the Association representative shall only be present to make the presentation and answer questions, if any.
2. Not less than ten (10) days prior to a scheduled meeting of the Board of Trustees, the Association may in writing, addressed to the Chair of the Board, propose for inclusion on the agenda of the forthcoming meeting, items affecting the terms and conditions of employment of members of the bargaining unit, and the Board will make a good faith effort to include such items on the agenda. Notwithstanding the foregoing, the parties acknowledge that the inclusion of any item on the agenda of the Board is solely at the discretion of the Board, and the failure of the Board to

include any item proposed by the Association, or to take up such item at a meeting, shall not be grievable or arbitrable.

3. The Faculty Association shall be sent two (2) copies of the agenda packet of all public Board of Trustees meetings at the same time they are sent to Board members. One copy shall be sent to the Faculty Association office, and the other shall be sent to the office of the Association's representative to the Board of Trustees. The Faculty Association shall be sent two (2) copies of the official minutes of all public Board meetings and all resolutions referenced in those minutes.
- B. A bargaining unit member may bring a matter of personal concern through the Association to the attention of the person designated by the President for the receipt of communications from the Association concerning this Agreement. An appropriate response shall be made within fifteen (15) working days or less, except by mutual agreement of the parties.
 - C. A bargaining unit member shall be free from unwarranted interference or harassment in the performance of duty. Members of the Administration shall be free from unwarranted interference or harassment by the Association and any of its representatives.
 - D. Recognizing that the Association has a need to conduct continuing business with the University on behalf of its bargaining unit members, the University will:
 1. make available to the Association adequate and secure space for an office on the main campus;
 2. release the Association President from thirty two (32) professional units of assigned duties per academic year and the Association Vice President from sixteen (16) professional units of assigned duties per academic year upon written request at least ninety (90) calendar days prior to the beginning of the academic year. The Association may purchase the release from teaching for up to two (2) FTE Association representatives per academic year at the part-time faculty rate for Level C appointments. Written notification of intent to purchase such release and the individuals to be released must be provided to the Provost/Provost and Vice President for Academic Affairs at least thirty (30) calendar days prior to the beginning of the semester in which it is to be used.
 - E. The University President shall meet quarterly with the Association President to discuss matters of mutual concern. Agenda items shall be mutually exchanged no less than five (5) working days prior to the meeting.

The University President shall designate a person(s) to meet monthly with the Association to discuss issues of mutual concern.

- F. Each faculty member has the right to ready access to any and all policies effecting working conditions. The University shall index all such policies and provide each faculty member with a copy of the index within one hundred and twenty (120) calendar days of the signing of this Agreement. Copies of the indexed policies shall be kept in each department and library site. Faculty will be provided notice of any new policies and of their placement in the Index and copies shall be sent to the departments and library site within fifteen (15) days of their adoption.
- G. Faculty will be given reasonable access to their offices and laboratories, but the University may close buildings or deny such access when necessary for reasons related to security and efficient operations.

The University, after consultation with the Association, may set non-uniform rules and procedures for access to different facilities based on the particular administrative, physical, and security problems posed.

- H. The Faculty Association shall have access to annual financial reports, audits and budgets of the University, and to other information, statistics, and financial data related to the bargaining unit as may be necessary for the Association to properly perform its functions as the exclusive representative in negotiations and in the administration of this Agreement. The University shall make such information available upon request; provided, however, that audits need not be made available unless they are final, external audits, and further provided that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personal information concerning a faculty member who has not authorized disclosure of the information, or (iii) internal University communications of a confidential nature. The Association shall be provided with a copy of the annual budget call materials, the Administration's budget proposal when it is submitted to the Board of Trustees, and the University's budget proposal when it is submitted to the District of Columbia Government.
- I. The Association shall receive without cost twenty (20) copies of the current Faculty and Administrative Personnel Policies, and any codification thereof, within thirty (30) working days of the signing of this Agreement. When changes are made to the current personnel policies, twenty (20) copies of such changes shall be provided to the Association within fifteen (15) working days after the date on which the change officially takes place in accordance with notice and publication requirements applicable to all units of government of the District of Columbia.
- J. At the time of issuance of notice of any proposed adverse or disciplinary action against a bargaining unit member, the Association shall also be provided notice.
- K. A copy of any written communication affecting the terms or conditions of employment of any class or category of members of the bargaining unit that is sent by the University to more than one member of the bargaining unit shall be sent to the Association.

- L. Polling or surveying of bargaining unit employees will not be conducted by the Administration without prior consultation with the Association.
- M. The University shall transmit to the Association, both electronically and in writing, annually by the second Friday in October a list of names, work addresses, and work telephone numbers, and University e-mail addresses of all employees in the bargaining unit, as shown in the records of the University. Any additions, deletions, for modifications to the above listing shall be submitted to the Association within fifteen (15) working days of such change.
- N. The Association shall be provided, in mutually agreed upon locations of each building where faculty are housed, bulletin boards for their exclusive use. The University's web site shall provide a link to the Association's web site.
- O. Duly authorized personnel of the Faculty Association shall be permitted to conduct regular Association meetings and transact Association business on University property during operating hours and with reasonable notice, provided such business does not interfere with the normal operations of the University.
- P. The Faculty Association shall have normal access to the University's interoffice mail services, broadcast voice mail and e-mail directed to members of the bargaining unit for official communications, provided that this Section shall not obligate the University to carry Association communications on any post route, or from one place to another between which the mail is not regularly carried, or as otherwise limited by law.
- Q. The Association shall be provided a total of two (2) reserved parking spaces, purchased by the Association at the student rate, in the University's garages.

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| ARTICLE VIII - DUES DEDUCTION |
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- A. Upon receipt of lawfully executed written authorization forms from employees covered by this Agreement, the University agrees to process such forms to the District of Columbia Government for the deduction of the regular Association dues of such employees from their pay. Arrangements for dues deductions and the revocation of such dues deductions shall be made in accordance with the procedures of the District of Columbia Government.
- B. The University shall arrange to deduct from the pay of all non-Association members the established service fee stipulated by the Association for that year provided that the authorization form referred to in Section A above for no less than fifty-five percent (55%) of the bargaining unit are in effect at the beginning of the academic year. Such arrangement shall be made in accordance with the procedures of the District of Columbia Government.

- C. The Administration shall inform the Association promptly of all revocations of payroll deductions.
- D. The Administration shall promptly send, via electronic deposit, if possible, to the bank designated by the Association, the payroll deductions of bargaining unit members.
- E. The service fee stipulated by the Association shall be equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law.
- F. The Association agrees to indemnify and hold the University harmless against any liability which may arise by reason of any action taken by the University in complying with the provisions of this Article, provided that:
 - 1. The University gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section;
 - 2. If the Association so requests in writing, the University will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense, which defense will be diligently pursued. It is expressly understood that this Section will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the University or the University's imperfect execution of the obligations imposed upon it by this Article.
 - 3. To the extent permitted by law, the Association's assets shall be applied to the satisfaction of any claim the University may have against the Association pursuant to this Section F, before said assets are applied to the satisfaction of any other claim against the Association. Upon the assertion of a claim for indemnification by the University pursuant to this Section, the University shall have a security interest in the dues and fees thereafter collected by or owed to the Association.

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| ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION |
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A. DEFINITIONS

- 1. A grievance is a formal written complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement.

2. Parties in interest shall mean any member of the bargaining unit or administration who may be party to a grievance.
3. Days shall mean working days.

B. INTENT

1. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.
2. The parties recognize and endorse the importance of establishing a prompt, just, and efficient mechanism for the orderly resolution of grievances that may arise during the term of this Agreement. Both parties agree that grievance proceedings will be kept confidential at all levels of the procedure. The processes hereinafter set will be the sole method used for the resolution of all grievances.
3. All members of the unit shall use this procedure when filing a grievance on matters covered in this Agreement.
4. In order to effect a prompt and efficient resolution of grievances, the parties shall make available information reasonably necessary to process the grievance, provided, however, that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personal information concerning a faculty member who has not authorized disclosure of the information, or (iii) internal University communications of a confidential nature.
5. Decisions regarding tenure, non renewal of the annual contract of a probationary faculty member as defined in Article XIV – UNIVERSITY TENURE, or to discharge a probationary faculty member shall not be subject to the grievance and arbitration process.

C. TIME LIMITS

1. Anything herein to the contrary notwithstanding, the filing of a grievance shall be accomplished within the time limits specified. In the event that an appeal of a decision is not filed in a timely fashion, the Administration's decision at the prior step shall be final and binding upon the parties provided, however, that the said time limits may be extended for any reason by agreement of the parties in writing.
2. Initiation time limits are as specified in D below.
3. Grievances at the Presidential level shall be disposed of within twenty (20) days of receipt.

D. PROCEDURE

1. The Official Grievance Form, Form G-1, shall be used in filing any grievance and may be filed by an employee, group of employees, or the Association and shall be filed through the Association office to the appropriate management official.
2. All grievances and appeals shall be filed in triplicate, one copy to the person against whom the grievance is filed, one copy to the Association, and one copy to the University's contract administrator.
3. For the purpose of this Article the levels of administrative authority are as follows in ascending order: (i) Department Chair; (ii) Dean; (iii) Provost/Provost and Vice President for Academic Affairs; and (iv) President.
4. A grievance shall be filed at the lowest appropriate management level having authority to dispose of the complaint within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the date on which the person(s) filing the grievance knew or reasonably should have known of such occurrence, whichever is later. Every effort shall be made by both parties to resolve the matter informally at this level. The person with whom the grievance has been filed has ten (10) days after receipt of the grievance form to resolve the matter.
5. If the grievance is not resolved satisfactorily at the initial level, the grievant or the Association shall present it in writing to the person at the first appellate level within ten (10) days of response or non-response. That person or designee(s) shall have ten (10) days following receipt of the appeal to investigate the matter as deemed appropriate, discuss the matter with the grievant and/or the Association President or designee(s) and to submit a written decision, including reasons for said decision, to the grievant and the Association. Any claim not alleged at this level is waived, and may not be raised by the grievant or the Association at any later step of the grievance and arbitration procedure, unless the person(s) presenting the grievance did not know, and should not reasonably have known, of the facts upon which the claim is based at the time the grievance is presented at this level.
6. The same process will continue to next appellate levels and will stop at the President's level, provided, however, that any ground for denial of the grievance that is not stated in the initial written response to the grievance is waived, and may not be raised by the University at any later step of the grievance and arbitration procedure, unless such ground was not known to and should not reasonably have been known by the person preparing the initial written response. In such case, the University may add the ground for denial at the first step in the proceedings at which such ground is or should have been known to the responsible University official, provided the grievant or the Association will be

afforded such adjournment or extension of time, not to exceed twenty (20) days, as it may require to respond to the additional ground or grounds for denial.

7. If the grievance is not satisfactorily resolved at the President's level, the Association, and only the Association, may within thirty (30) days of the determination made at the level of the President, or if the President or the President's designee, fails to issue a decision within the allotted time period, within fifty (50) days after the grievance was submitted to the President, commence an arbitration proceeding by serving the other party with written notice of intent to arbitrate.

E. ARBITRATION

1. If the Association decides to appeal to arbitration, it shall contact the Federal Mediation and Conciliation Service and request that it submit to the parties a panel of ten arbitrators. The parties will select an arbitrator from this list by mutual agreement. If within five (5) days after receipt of the list, an arbitrator has not been agreed upon, the parties will alternately strike names from the list and the last remaining name shall be selected as the arbitrator. The first party to strike shall be determined by lot.
2. The arbitration proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.
3. The arbitrator may not consider any claim, or any ground for denying the grievance, that has been waived by operation of Section D.5 or section D.6 of this Article.
4. The decision of the arbitrator shall be final and binding upon the parties, but the Arbitrator shall have no authority to add to, subtract from, or modify this Agreement.
5. The arbitrator's fees shall be shared equally by the Association and the University, but each party shall bear its own cost of presenting its case to the Arbitrator and for ordering transcripts. The arbitrator shall have authority to award the mutually-incurred costs of the arbitration to the University if it is found that the appeal to arbitration was frivolous, and the arbitrator shall have the authority to award such costs to the Association if it is found that the University's position in denying the grievance was frivolous, or that the grievance was denied for the clear purpose of harassment or delaying redress of the grievance.

F. RIGHTS OF THE ASSOCIATION

1. A representative of the Association shall be given an opportunity to be present at any meeting(s) which the University holds with a grievant regarding a grievance, regardless of whether the grievant wants such a representative(s) present.
2. The Association representative shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and to speak on behalf of the Association's particular point of interest in connection with the grievance.
3. A copy of documents and correspondence exchanged between the University and the grievant with respect to a grievance, excluding any official transcripts made, shall be made available to the Association upon written request, and the Association shall be obligated to reimburse the University for such copies as are provided.

G. SETTLEMENT

Any settlement, withdrawal or disposition of a grievance other than an arbitrators decision shall not constitute a binding precedent for the settlement of similar grievances in the future, unless the University and the Association so agree in writing. Settlement agreements (including implementation date(s) if relevant) shall be signed by the grievant, the Association, and the University.

H. MISCELLANEOUS

1. Time periods provided for each level of appeal shall begin on the day following receipt by the parties of the written decision or the expiration of the period of review at the prior level, whichever is earlier.
2. No record of grievance(s) shall be kept in the official personnel file of any of the participants.
3. The parties will make every reasonable effort to present all the evidence upon which they rely in support of their position with respect to a grievance at the earliest possible step of the grievance and arbitration procedure. Submission of new evidence at a later step may, if circumstances warrant, be grounds for extending (by not more than five (5) days) the time limits for filing an appeal or for submitting a decision; and submission of new evidence at the arbitration stage may be grounds for adjourning the hearing if the arbitrator determines that such adjournment is warranted.

I. ASSOCIATION OR UNIVERSITY AS GRIEVANT

If the Association or the University is the grievant, the parties shall meet to resolve the matter in the manner provided in the Article on Consultation. If the complaint or grievance is resolved by the parties, the resolution shall be reduced to writing and signed by the parties within ten (10) day of the meeting on the complaint or grievance. If the complaint or grievance is not resolved, the complaining or grieving party may take the matter to arbitration in the manner and within the time limits provided.

IMPLEMENTING FORMS for this Article appear in Appendix A.

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| ARTICLE X - MANAGEMENT RIGHTS |
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The parties agree that, except where specifically limited by the provisions of this Agreement, the University retains the sole right to manage the University, direct its employees, and exercise all rights listed in Section 1-618.8(a) of the D.C. Code. Section 1-618.8(a) states as follows (with editorial changes to reflect the fact that the “agency” referred to in Section 11-618.8(a) in this case is the University, and that the Employees are faculty members):

- (a) The University shall retain the sole right, in accordance with applicable laws and rules and regulations:
 - (1) To direct faculty members;
 - (2) To hire, promote, transfer, assign and retain faculty members in positions within the University and to suspend, demote, discharge or take other disciplinary action against faculty members for cause;
 - (3) To relieve faculty members of duties because of lack of work or other legitimate reasons;
 - (4) To maintain the efficiency of the District government operations entrusted to them;
 - (5) To determine the mission of the University’s budget, its organization, the number of faculty members and the number, types and grades of positions of faculty members assigned to an organization unit, work project or tour of duty, and the technology of performing its work; of its internal security practices; and
 - (6) To take whatever actions may be-necessary to carry out the mission of the University in emergency situations.

ARTICLE XI - DISCIPLINARY/ADVERSE ACTION

A. PRINCIPLES

1. The standards and procedures set forth in this Article shall be the sole and exclusive means by which a disciplinary or adverse action may be brought against a faculty member covered by this Agreement. Notwithstanding the foregoing, any procedural requirement of this Article, including but not limited to the requirement that all proceedings be confidential, may be waived or modified upon the express written agreement of the affected faculty member, the Association and the University.
2. A “disciplinary or adverse action” shall be defined as a written reprimand, suspension or dismissal. The term does not include dismissal, discharge or termination of any probationary faculty member as defined in Article XIV – UNIVERSITY TENURE, non-renewal or an annual contract of a probationary faculty member, or any decision regarding tenure. For the first three years of their employment, non-tenured faculty who began teaching during or after the 2003-04 Academic Year may be discharged or their contracts not renewed without recourse to the grievance and arbitration procedures; thereafter, non-renewal or discharge decisions are subject to the “cause” provisions of the contract and may be challenged in the grievance and arbitration procedure. Tenure decisions may not be challenged in the grievance and arbitration procedure.
3. A faculty member may be subject to disciplinary or adverse action only for cause, which for the purposes of this Article shall be defined as either professional misconduct or a pattern of dereliction of duties or responsibilities. It is the intent of the parties that cause, as defined in the contract, shall also include a conviction (including a plea of *nolo contendere*) of a felony at any time following submission of an employee’s job application; a conviction (including a plea of *nolo contendere*) of another crime (regardless of punishment) at any time following submission of an employee’s job application when the crime is relevant to the employee’s position, job duties, or job activities; any knowing or negligent material misrepresentation on an employment application or other document to a government agency; any on-duty or employment-related act or omission that the employee knew or should reasonably have know is a violation of law; any on-duty or employment related act or omission that interferes with the efficiency or integrity of the University operation; and any other on-duty or employment related reason of corrective or adverse action that is not arbitrary or capricious. This definition includes, without limitation, unauthorized absence, negligence, incompetence, insubordination, misfeasance, malfeasance, the unreasonable failure to assist a fellow University employee in performing his or her official duties, or the unreasonable failure to give assistance to a member of the public seeking service or information from the University.

4. The University and the Association agree that corrective, disciplinary or adverse action shall be promptly initiated whenever such conduct is identified. Where appropriate to the circumstances and taking into account the best interests of the University community, discipline or adverse action shall be progressive.
5. The University shall carry the burden of proof by clear and convincing evidence in all proceedings for disciplinary or adverse action under this Article.
6. Recognizing the importance of early corrective action in avoiding the necessity for the imposition of disciplinary or adverse action, the University and the Association agree that where appropriate to the circumstances a faculty member will be warned and/or counseled before disciplinary or adverse action is initiated.
7. The impositions of specific disciplinary or adverse action shall be commensurate with the nature and severity of the offense. The sanction of termination may be imposed only in cases of (a) gross professional misconduct, conviction of a felony or crime of moral turpitude, or fraud in the securing of employment or promotion, or (b) professional misconduct, or a pattern of dereliction of duties or responsibilities, for which the faculty member was previously suspended.
8. Any disciplinary or adverse action shall be initiated not later than 90 calendar days after the occurrence of the event precipitating the action or within 90 calendar days of the date the responsible University official (at the level of Department Chair or above) knew or reasonably should have known of the event, whichever is later.

B. INITIATION OF ACTION

1. Disciplinary or adverse action shall be preceded by a discussion between the faculty member and a University administrator. Following such discussion, the administrator may terminate the matter, issue an oral or written warning to the faculty member, or initiate disciplinary or adverse action proceedings under this Article by issuing a written reprimand to the faculty member or by recommending to the Provost and Vice President for Academic Affairs the suspension or termination of the faculty member.
2. Where a written reprimand is issued, the faculty member may request that the action be reviewed by the Provost and Vice President for Academic Affairs, or designee, who shall review the action and issue a determination within 30 days of receipt of a written request for such a review. The Provost and Vice President for Academic Affairs, or designee, may either uphold the written reprimand or direct that it be expunged. Unless the Provost and Vice President for Academic Affairs directs otherwise, a written reprimand shall be expunged ninety (90) days after its issuance. A faculty member who receives a written reprimand that is not to be expunged within ninety (90) days after its issuance shall have available the same

appeal rights as are available upon a recommendation of suspension or termination.

3. Where a suspension or termination is recommended, the Provost and Vice President for Academic Affairs or his or her designee shall conduct an informal inquiry, the purpose of which shall be to determine whether, in his or her opinion, the facts merit the imposition of such sanctions. In the conduct of the informal inquiry, the Provost and Vice President for Academic Affairs or his or her designee shall, at the request of the faculty member, consult with said faculty member, and may consult with the department chair or head and the Dean or Director of the unit involved. If, upon the conduct of the informal inquiry, the Provost and Vice President for Academic Affairs determines that the sanctions of suspension or termination are not warranted, he or she shall terminate the matter with prejudice, impose a written reprimand, or provide for the use of corrective action.
4. Pending action on a recommendation by an administrator that a faculty member be suspended or terminated, the Provost and Vice President for Academic Affairs may place the faculty member on administrative leave with pay if, in the judgment of the Provost and Vice President for Academic Affairs, the continued presence of the faculty member poses a clear and present danger to the health or safety of the University community or any member thereof, or is contrary to the welfare of the University. The faculty member may appeal such action to the President or the President's designee, who will review the circumstances and, within two working days of receipt of a written request for review, determine whether to uphold the imposition of administrative leave or direct that the faculty member be returned to normal duties. In the event the President, or the President's designee, fails to act on a request for review within two working days, the faculty member shall be returned to normal duties pending review of the action by the President or the President's designee. The placement of a faculty member on administrative leave with pay is not subject to grievance or arbitration.
5. In the event the Provost and Vice President for Academic Affairs determines that suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance is warranted by the facts, he or she shall provide the faculty member with a written statement of cause, which shall describe with specificity the conduct upon which the proposed sanction is based, together with a description of the rights of the faculty member to appeal the action, the available alternatives through which an appeal may be taken and his or her right to assistance by a representative of his or her choice throughout such proceedings.
6. A faculty member shall have ten (10) working days from actual receipt of the statement of cause within which to initiate appeal of the action. If an appeal is not

taken prior to the expiration of this period, the sanction shall become immediately effective and shall not be subject to grievance or arbitration.

C. APPEAL AND REVIEW

1. (a) A faculty member charged with an offense for which the Provost and Vice President for Academic Affairs has recommended either suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance may appeal directly to the President. The President may conduct such inquiry as he or she may deem appropriate and shall, within thirty (30) days of the receipt of a written request for an appeal, either sustain the recommended penalty, modifying it to a lesser disciplinary or adverse action, use corrective action or dismiss the matter.

(b) The action of the President, if it relates to a non-probationary faculty member and entails a suspension, termination or written reprimand not to be expunged within 90 days after its issuance, may be appealed by the Association to arbitration in accordance with the Grievance Procedure and Arbitration article, except for tenure decisions and non-renewal and termination decisions during the first three years of employment.

D. ASSOCIATION PARTICIPATION

Upon written request of the faculty member the Association may, if it determines to do so, represent the faculty member at any stage of the proceedings provided for in this article subsequent to the University receipt of such written consent, including but not limited to all discussions, meetings, and written submissions provided for in this Article. At any stage of the proceedings provided for in this Article at which the Association does not represent the faculty member, the Association shall be given a copy of any written communication between the faculty member and the University that is exchanged between the faculty member and the University.

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| ARTICLE XII - CONSULTATION |
|-----------------------------------|

The Administration and the Association agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or a proposed action which would impact on terms and conditions of employment. The meeting(s) shall be held within ten (10) days of receipt of a written request for such meeting(s). The request shall contain an agenda of items to be discussed. Either party shall provide the other with relevant documents sufficiently in advance of the meeting(s). The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, or for the purpose of discussing matters in the nature of a grievance, except those matters in which the Association or the University is the grievant. In case there is any disagreement between the parties regarding an action, a good faith effort shall be made to resolve the same.

ARTICLE XIII - ACADEMIC RIGHTS AND RESPONSIBILITIES

A. ACADEMIC FREEDOM

The parties agree that academic freedom is essential to the fulfillment of the mission of the University. Therefore, the parties reaffirm the basic principles of academic freedom, to wit: A member of the faculty is free:

1. To teach and to discuss in class any aspect of a topic pertinent to the understanding of the subject matter of the course being taught;
2. To conduct research and publish the results;
3. To act and to speak in one's capacity as a citizen without institutional censorship or discipline; and
4. To manage his/her classroom in ways that are consistent with the stated goals of the University.

B. ACADEMIC RIGHTS AND RESPONSIBILITIES

Recognizing that academic freedom is accompanied by a corresponding concept of responsibility to the University and its students, the following shall apply:

1. Individual faculty members shall have the right and responsibility to participate, collectively and individually, in the development of course syllabi and the selection of textbooks, consistent with academic needs, established course descriptions, and established departmental and university standards. Within fiscal constraint, faculty are entitled to freedom in the selection of non-textbooks, audiovisual aids, library materials, and other teaching aids.
2. Any research funded by the University or conducted under the auspices of the University shall be the property of the University, unless prior written arrangements have been made with the University. However, rights to research performed under a summer research grant may be repurchased by the faculty member.
3. Faculty members shall have the sole responsibility to evaluate and grade students in their classes as long as such evaluation and resulting grade are consistent with established criteria and can be justified by the instructors' records and professional judgment.
4. Departmental faculty shall have the collective right and responsibility for formally recommending their majors as candidates for graduation.

ARTICLE XIV - UNIVERSITY TENURE

The University, as a public land-grant institution, recognizes and supports the concept of tenure.

1. There shall be a five-year tenure track for all faculty hired to begin teaching at the University after the effective date of this Agreement. Distinguished Professors, full professors, associate professors, and assistant professors who began teaching at the University prior to the effective date, shall be granted tenure as of that date.
2. Faculty members hired after the effective date of this Agreement who have not been granted tenure shall be on probation for the first three years of their employment at the University and shall be employed pursuant to a one-year individual employment agreement in each such year. During the probation period, the University, at its sole discretion, may decide for any reason not to renew a faculty member's contract, or to terminate the employment of a faculty member, and such decisions shall not be subject to the grievance and arbitration procedure.
3. Full-time faculty members who have been placed by the University in tenure tract positions may apply for tenure. Such applications shall normally be submitted following the fifth year of service on the faculty. Tenure decisions shall not be subject to the grievance and arbitration procedure and shall not be considered disciplinary or adverse actions.
4. This Article shall have no effect on any "reserved interest status" that may be held by any faculty member as of the effective date of this Agreement.

ARTICLE XV - EVALUATION PROCEDURE

A. GENERAL PROVISIONS

1. The evaluation procedure is designed to provide an assessment of performance of each faculty member and to promote faculty professional growth and institutional excellence. This assessment is to be used by the faculty member as a basis for maintaining or improving the quality of faculty performance in relationship to the delivery of services to students, the University and the community. The system is designed to both clearly communicate institutional expectations to the faculty and provide timely and appropriate feedback so as to foster their professional performance and guide their professional growth.
2. All teaching faculty and all LRD faculty shall be evaluated on the schedule set forth below. Faculty will be rated in three major areas: Teaching Effectiveness/Job Performance (LRD), Scholarly/Professional Activities and University/Community Service. Each faculty member shall determine the emphasis to be placed on each of

these performance areas by selecting, within prescribed ranges, the weight that performance in each area will have on their overall evaluation. (See Section B1.a)

3. Prior to the beginning of the review process, the faculty member being reviewed shall be responsible for identifying materials and maintaining records that provide appropriate evidence of various performances and achievements for the evaluation period. The Department Evaluation and Promotion Committee (DEPC) and the Department Chair shall be responsible for identifying and providing any materials, to which the faculty member may not have access that relate to the faculty member's performance during the evaluation period. Any such material shall be provided to the faculty member by the DEPC or Chair.
4. In preparation for the annual evaluation, each faculty member must develop and assemble an Evaluation Portfolio (See Appendix B.2) that includes appropriate evidence of performances and achievements within the three major areas of Teaching Effectiveness/Job Performance (LRD), Scholarly/Professional Activities and University/Community Service.
5. Each faculty member shall submit copies of the Evaluation Portfolio to the Department Chair by no later than the third Friday in March of the evaluation period. On or before the following Wednesday, the Chair shall promptly provide a copy of the Evaluation Portfolio to the DEPC.
6. The materials and evidence provided in the faculty member's Evaluation Portfolio shall be reviewed and rated by considering both the quality and quantity of faculty performance in each area. Overall ratings shall be expressed as an Overall Composite Rating (OCR). The OCR is calculated by first deriving the Composite Role Rating (CRR), which is the total score or mark calculated from the DEPC, Department Chair and Student ratings for an evaluated role or activity. For each role or activity, the score or mark provided by the DEPC, Department Chair and Students is multiplied by the weight. All weighted marks are added together to form a CRR. The OCR is the total score or mark for combined CRRs. To obtain the OCR, each CRR is multiplied by the faculty member's declared weights and totaled.

EXAMPLE OF CALCULATION OF CRR AND OCR

Dr. Handy Professor/Physics
\$96,253.00

In September 2006, Dr. Handy chose the following weights:

| | |
|------------------------|------------|
| Teaching Effectiveness | 50% |
| Scholarship | 40% |
| Community Service | <u>10%</u> |
| | 100% |

In April 2007, Dr. Handy was evaluated as follows:

Teaching Effectiveness:

| | | | |
|--|-------------------------|---|------|
| Chair’s Faculty Evaluation Report -- | Chair Rating: 2 x .45 | = | .90 |
| DEPC’s Evaluation of Course Materials – DEPC Rating: | 3.66 x .45 | = | 1.64 |
| Member #1 – 4 | | | |
| Member #2 – 4 | | | |
| Member #3 – <u>3</u> | | | |
| | 11 divided by 3 = 3.66 | | |
| Students Evaluations – | Student Rating: 4 x .10 | = | .40 |

| |
|-------------------------------------|
| Composite Role Rating = 2.94 |
|-------------------------------------|

Professional/Scholarly Activities:

| | |
|------------------------------|------------------|
| Published a Physics textbook | 8 points |
| Received Federal Grant | 8 points |
| Published two articles | <u>12 points</u> |
| | 28 points |

| |
|-------------------|
| Rating = 4 |
|-------------------|

Community Service:

| | |
|----------------------------------|-----------------|
| Chair DEPC | 10 points |
| Mentor to new f/t faculty member | 4 points |
| Attended Convocation | 3 points |
| Attended Founders’ Day | 3 points |
| Attended Commencement | <u>3 points</u> |
| | 23 points |

Rating = 3

Remember: In September 2006, Dr. Handy chose the following weights:

| | |
|------------------------|------|
| Teaching Effectiveness | 50% |
| Scholarship | 40% |
| Community Service | 10% |
| <hr/> | |
| TOTAL | 100% |

Applying the faculty member's chosen weights to the role rates on the preceding page the results are as follows:

| | |
|------------------------------------|-------------------------------------|
| Teaching Effectiveness: | $.50 \times 2.94 = 1.47$ |
| Professional/Scholarly Activities: | $.40 \times 4.00 = 1.60$ |
| Community Service: | $.10 \times 3.00 = \underline{.30}$ |

3.37 = Overall Composite Rating (OCR)

What if Dr. Handy had selected different weights in September, such as the following:

| | |
|------------------------|-----|
| Teaching Effectiveness | 70% |
| Scholarship | 20% |
| Community Service | 10% |

The results would then be as follows:

| | |
|------------------------|-------------------------------------|
| Teaching Effectiveness | $.70 \times 2.94 = 2.05$ |
| Scholarship | $.20 \times 4.00 = .80$ |
| Community Service | $.10 \times 3.00 = \underline{.30}$ |

3.15 = Overall Composite Rating (OCR)

7. Ratings of faculty performance in each area shall be made using the following standards and evaluation scale:

Excellent Performance A rating of “4” shall be awarded only if the performance is judged to be at an **Excellent** level. This rating is to be given to those individuals who, during the evaluation period, consistently exceeded the institution’s standards of professional performance. Individuals receiving this rating stand as exemplars of the highest level of professional academic performance within the institution, making significant contributions to their department, college, academic field, and society. Faculty members who achieve an overall composite rating between 3.75 and 4.0 shall have an overall composite rating of Excellent.

Professional Performance (above average) A rating of “3” shall be awarded if the performance is judged to be at a **Professional** level. This rating is to be given to those individuals who, during the evaluation period, consistently met the University’s standards of professional performance under the applicable criteria. Faculty members who achieve an overall composite rating between 3.0 and 3.74 shall have an overall composite rating of Professional (Above Average).

Satisfactory Performance A rating of “2” shall be awarded if the performance is judged to be satisfactory. This rating is given to those individuals, who, during the evaluation period, generally met the University’s standards of professional performance. Faculty members who achieve an overall composite rating between 2.0 and 2.99 shall have an overall composite rating of Satisfactory.

Unacceptable Performance A rating of “1” shall be awarded if the performance is judged to be unacceptable. This rating is to be given to those individuals who, during the evaluation period, did not meet the University’s minimal standards of professional performance. This rating indicates that the faculty member’s performance in the area being rated was not acceptable and/or not consistent with conditions for continued employment with the University.

When this rating is given it must be accompanied with a justification statement that includes:

- a. Specific feedback as to which standards of professional performance were not met;
- b. Suggestions for improvement; and
- c. A written commitment to assist the individual in accessing resources required for improvement. Improvement in performance is required within the next evaluation period.

Faculty members who have an overall composite rating between 1.75 and 1.99 shall have an overall composite rating of **Less Than Satisfactory**; and faculty members who have an overall composite rating less than 1.75 shall have an overall composite rating of Unacceptable.

8. There shall be no preset distribution of ratings (i.e. quotas) among the aforesaid four categories in any department or University-wide. Evaluation is an individual process, and each faculty member shall be evaluated on his or her own merits. The quality of a faculty member’s performance shall be the determinative consideration.
9. All faculty merit pay decisions shall be made in accordance with Article XVIII.
10. The evaluation of a faculty member’s Teaching Effectiveness shall be based on the faculty member’s teaching performance during the Fall and Spring semesters of the current faculty evaluation period. Activities in which the faculty member may have

engaged during the previous Summer Semester shall not be considered in the evaluation of Teaching Effectiveness. However, such Summer semester activities may be considered as evidence of faculty performance in the areas of Scholarly/Professional Activities or University/Community Service in the current faculty evaluation period.

11. The evaluation of LRD faculty shall be based on the faculty member's performance in a 12 month evaluation period commencing August 16.

B. CRITERIA FOR EVALUATION

1. Evaluation Category and Category Weight

- a. The evaluation categories to be used for evaluating the performance of a faculty member, and the relative weight to be given to each category, are as follows. The distribution of weights shall be reflective of the individual member's assigned workload, totaling 100%. Individual faculty member may, however, elect to place added emphasis on teaching /job performance (LRD) by filing the appropriate form with the Department Chair prior to September 1 of the evaluation year. (Appendix B.2, page 2)

| Evaluation Category | Category Weight | Component Weight | Sources (Weight) |
|--|------------------------|-------------------------|-------------------------|
| <i>TEACHING EFFECTIVENESS /JOB PERFORMANCE (LRD)</i> | 50%-70% | 45% | Chair Rating |
| | | 45% | DEPC Rating |
| | | 10% | Student Rating |
| <i>SCHOLARLY/ PROFESSIONAL ACTIVITIES</i> | 20%-40% | 50% | Chair Rating |
| | | 50% | DEPC Rating |
| <i>UNIVERSITY/ COMMUNITY SERVICE</i> | 10%-20% | 50% | Chair Rating |
| | | 50% | DEPC Rating |

- b. Teaching Effectiveness. Evidence to be considered in the evaluation of Teaching Effectiveness may include, but is not limited to:

- (1) Knowledge and currency of the subject matter in the discipline being taught;
- (2) Ability to communicate with students in delivering course content;

- (3) Availability and quality of syllabi;
- (4) Quality of instructional materials;
- (5) Student consultation and advising;
- (6) Timely submission of grades and other reports;
- (7) Improvement in teaching and learning, curriculum, or course design;
- (8) Program or course assessment;
- (9) Advising students, thesis supervision;
- (10) Informal work with students or student groups;
- (11) Methods for assessing and improving teaching effectiveness;
- (12) Use of instructional technology;
- (13) Development of online courses;
- (14) Integration of research into teaching; and
- (15) Other relevant activities.

c. Evidence to be considered in the evaluation of LRD Job Performance may include, but is not limited to, the following;

- (1) Acquisition of materials;
- (2) Cataloguing, organization and administration of learning resources;
- (3) Instruction;
- (4) Teaching and learning technology;
- (5) Collection evaluation, development and preservation;
- (6) Liaison and communication with faculty and students;
- (7) Development and posting of instruction modules on BlackBoard, the LRD website or other media;
- (8) Development of pathfinders, bibliographies; filmographics, other instructional aides;
- (9) Preparation and timely submission of reports;
- (10) Performance of assigned tasks; and
- (11) Other relevant activities.

d. Scholarship and Professional Activities Evidence may include, but is not limited to, the following:

- (1) Original research;
- (2) Publications in professional/scholarly journals;
- (3) Creative works, shows and performances;
- (4) Inventions, patents and technical or vocational products;
- (5) Instructional materials and methods developed;
- (6) Discipline-related professional consultancies;
- (7) Special activities that enhance the prestige of the University;
- (8) Study/work with peers and experts in the field leading to improved capabilities and credentials;
- (9) Involving of students in research and participation in professional meetings;
- (10) Securing grants and contracts and otherwise contributing to the growth and

- development of the University;
- (11) Discipline-related professional educational courses; and
- (12) Other relevant activities

e. University/Community Service

- (1) Service to the University. Evidence may include, but is not limited to:

- (a) Participation in departmental, college and University activities, both within and outside the discipline;
- (b) Leadership in the University community;
- (c) Participation in faculty, institutional and Faculty Association governance;
- (d) Representing the University at appropriate functions;
- (e) Participation in required department, college, and University meetings; and
- (f) Participation in University events requiring academic regalia.

- (2). Professionally Related Community Service. Evidence may include, but is not limited to:

- (a) Participation in community activities, organizations and functions; and
- (b) Presentations in programs or conferences.

C. FREQUENCY OF EVALUATION

1. All faculty hired to begin in academic year 2006 and thereafter shall be placed in the merit pay system and shall be evaluated on an annual basis.
2. All faculty who are not tenured as of August 16, 2006 shall be eligible for merit pay and shall be evaluated on an annual basis.
3. Tenured faculty members who are eligible for step increases as of August 16, 2007, may elect to be considered for merit increases. Such election shall be made on or before September 1, 2007 and shall not be subject to change. Any faculty member who makes such an election shall be evaluated annually and shall be eligible for no further step increases during the remainder of his or her employment at the University.
4. Tenured faculty members who are eligible for step increases as of September 1, 2007 who **elect not to** be considered for merit increases shall be evaluated every three years.
5. Tenured faculty members who as of September 1, 2007 have received step increases and are now at the end of the step schedule may elect to be considered for merit increases.

Such election shall be made on or before September 1, 2007 and shall not be subject to change. Any faculty member who makes such an election shall be evaluated annually and shall be eligible for no further step increases during the remainder of his or her employment at the University.

6. Tenured faculty members who as of September 1, 2007 have received step increases but who are not eligible for additional step increases and elect not to be considered for merit increases shall be evaluated every three years.
7. In addition to the annual evaluation, an interim review covering only the initial semester of hire shall be conducted for each first-year faculty member by the Department Chair. Faculty members who begin work during the January semester shall not receive an evaluation until the end of the following academic year. This interim evaluation should be completed within thirty (30) days of the end of the semester. The purpose of the interim evaluation shall be to assist the faculty member in adjusting to his or her new position.
8. Faculty who have committed to retirement by the end of the academic year shall not be subject to evaluation in their final year.
9. Faculty members who are on an authorized leave of absence shall not be subject to evaluation during the academic year in which they are on leave.

D. COMPOSITION AND ELECTION OF THE DEPARTMENT EVALUATION AND PROMOTION COMMITTEE (DEPC)

1. On or before September 1 of each academic year, a DEPC shall be established in each department of the University. The DEPC shall consist of 3 department members in departments with 7 or less full-time tenure or tenure track faculty members; 5 department members in departments with 8 to 15 full time tenure or tenure track faculty members; and 7 members in departments with 16 or more full-time tenure or tenure track faculty members. Members shall be elected annually, and, at the time of the election, shall have at least one complete year of teaching experience at the University. When a DEPC cannot be establish in the manner provided above, the Department Chairperson and the Association President shall make arrangements to establish through other appropriate means a DEPC that is designed to meet the intent of this Section.
2. It shall be the responsibility of the Department Chair to schedule timely elections for the purpose of electing faculty to the DEPC.
3. Faculty elected to the DEPC shall serve only for the academic year corresponding to the current evaluation cycle. Only full-time permanent faculty in the department shall be eligible for election to the DEPC.
4. All faculty within a department including probationary, tenure track and tenured full-time

faculty members may vote in the election of the DEPC. Each faculty member will vote for three, five or seven candidates depending on the committee size. Faculty shall be elected to the DEPC based on a plurality rather than a majority. Thus, faculty with the highest vote totals within the department shall be elected. A Department Chair shall not be a member of a DEPC, vote in an election to select members of the DEPC, or express a view as to which faculty members should be elected.

E. STUDENT EVALUATIONS

1. Recognizing the importance of effective student participation in the evaluation process, students shall be given the opportunity to complete a Student Course Assessment form for each course in which they are enrolled. The Student Course Assessment form is to be administered twice, once in each semester (in the Fall Semester starting the third Friday in November and in the Spring Semester between the third Friday in March and the first Monday in April) in each course that a faculty member is teaching. The Student Course Assessment form shall be administered in accordance with an attached explanatory cover memorandum agreed to by the parties.
2. The Department Chair shall arrange for the Student Course Assessment Form to be administered in all classes.
3. The Provost and Provost and Vice President for Academic Affairs shall arrange for the statistical analysis of all completed Student Course Assessment Forms. The results of these evaluations shall be placed in the faculty member's Evaluation Portfolios.
4. The Department Chair shall provide the DEPC with access to the statistical analyses and the completed forms.
5. After the submission of grades for the course in question, the Department Chair shall provide the faculty member with a copy of the statistical analysis for each course taught by the faculty member and, if so requested by the faculty member, a copy of the Student Course Assessment forms for such course.

F. EVALUATION PROCEDURES, RECOMMENDATIONS AND DECISIONS

1. Faculty Members' Responsibilities

- a. The University's Faculty Evaluation system requires that faculty prepare a Faculty Portfolio for Annual Evaluation. (See Appendix B.2) The Faculty Portfolio for Annual Evaluation requires that each faculty member provide documentation for the Annual Performance Review in the areas of Teaching Effectiveness/Job Performance (LRD), Scholarly/Professional Activities, and University/Community Service. The Faculty Portfolio should include the items listed below. It is the faculty member's responsibility, in collaboration with the Department Chair, to assure that the annual evaluation is completed in a timely

manner. Once the Portfolio has been submitted to the Department Chair, the faculty member will not be allowed to submit additional materials for consideration, except in extraordinary circumstances. Scholarly/Professional Activities completed between the third Friday in March and August 15 shall be reported during the evaluation process in the upcoming year.

b. Declaration of Weights

- (1) The Department Chair will provide faculty with two copies of a Declaration of Weights Form (Appendix B.2, pg.2). Each faculty member must submit both copies of the completed Declaration of Weights Form for the academic year to the Chair between August 16 and September 1.
- (2) The weights entered on the Declaration of Weights Form are to be determined in consultation with the Department Chair and should reflect the faculty member's particular mix and emphasis of professional responsibilities and duties during the evaluation year. Each weight must be expressed as a percentage in multiples of ten. No performance area may be assigned a weight of 0%. The weights will be used to calculate the composite rating for each evaluation category as well as the Overall Composite Rating (OCR). The Chair shall signify acceptance of the Declaration of Weights Form by signing both copies, keeping an original, and returning the other to the faculty member.

c. Overview/Narrative

- (1) The Overview/Narrative, ordinarily five pages in length or less, should present the faculty member's evidence of successful teaching practices and professional teaching performance used during this evaluation period. This narrative may include a discussion of the faculty member's knowledge of content, course organization and planning, communication and delivery, and policy/procedure practices.
- (2) Upon request by the DEPC, the Department Chair, the Dean or the Provost and Provost and Vice President for Academic Affairs, the faculty member may produce an Addendum to the Overview/Narrative that contains all documentation referenced in the Overview/Narrative. The Addendum to the Overview/Narrative shall contain each item to which direct reference was made in the Overview/Narrative, appropriately identified and labeled.

d. Review of Goals

- (1) Each faculty member should submit a Review of Goals for the Evaluation Year and establish Goals for the Coming Evaluation Year on or before August 16 for the coming evaluation year. All faculty must indicate a plan

in the area of Teaching Effectiveness and in at least one of the other areas.

e. Teaching Faculty Member's Course Materials

Each faculty member must submit a Course Materials Packet to be reviewed by the Department Chair and the DEPC. The Course Materials Packet is to include materials used in teaching during the evaluation period. These materials may have been created by the faculty member, selected from other sources, or created in collaboration with others. Any materials developed in collaboration with others must identify the collaborators. Materials obtained from some other source must include the identification of the original source. Faculty must submit their course syllabi structured in accordance with the University's Faculty Syllabus Checklist (Appendix B.1, pg. 7). The materials included in the Course Materials Packet should reflect the faculty member's performance in the areas of instructional delivery; instructional design; content expertise; course management; integration or research; and advising. Such materials may include descriptions of any innovative instructional techniques, activities designed to enhance student writing skills, revisions of course material to reflect current research, the use of technology in teaching, etc.

f. Faculty members are also to provide tools or descriptions of assessment strategies used to assess student-learning outcomes.

g. Scholarly and Professional Activities Report

- (1) Each faculty member is to submit a Scholarly/Professional Activities Report that lists his/her activities completed during the evaluation period in the following areas:
 - (a) Scholarly and/or creative activities (including creation, direction or production of media);
 - (b) Further education and degrees;
 - (c) Participation in professional organizations;
 - (d) Awards, Grants, Artistic Commissions, and/or Fellowships
- (2) Faculty in Fine Arts and Humanities Faculty may also include evidence of the following:
 - (a) Performance in a musical, dramatic, or media production;
 - (b) Creation of a musical, dramatic, or media work which was performed, published, exhibited, and/or broadcast;
 - (c) Direction or production of a musical, dramatic, or media event/performance/broadcast recording/exhibition;

- (d) Design and/or implementation of the technical work (scene, costume, light, sound, etc.) for a musical, dramatic, or media production.
- (3) Faculty members should list their activities under the appropriate item in each category. If a scholarly or professional activity does not fit one of the items listed, it may be listed under an “Other Scholarly or Professional Activities” category.
- (4) All activities listed under “Other Scholarly or Professional Activities” require a clear description of the activity and specific documentation.
- (5) The Department Chair and DEPC shall award points for each activity using the Evaluation of Professional Activities form (Appendix B.1, pg. 13). The Professional Activities Rating will be determined using the point scale at the end of that document.

h. Service Report

- (1) Each faculty member must complete a Service Report that lists and/or describes his/her various service activities during the evaluation period. Evidence of performance is to be provided for each of the following areas:
 - (a) Service to the department
 - (b) Service to the college/school
 - (c) Service to the University
 - (d) Service to the discipline
 - (e) Service to the general community
- (2) If a service activity does not fit one of the items listed, it may be listed under an “Other Activities” category. All activities listed under “Other Activities” require a clear description of the service activity and detailed documentation. The Department Chair and the DEPC shall award points for each activity using the Evaluation of Service form (Appendix B.1, pg 16). The Service Rating will be determined using the point scale at the end of that document.

2. DEPC Responsibilities

- a. The Department Chair and the Departmental Evaluation and Promotion Committee DEPC shall evaluate each faculty member’s teaching performance. The DEPC’s evaluation shall be based on the evidence provided by the faculty member in their Course Materials Packet submitted as part of their Faculty

Portfolio for Annual Evaluation.

- b. The DEPC shall conduct peer reviews as a component of the evaluation procedure by designating a faculty member to observe the classroom performance of the faculty member being evaluated. The observing faculty member shall fill out a form assessing the performance of the faculty member being evaluated and such form shall be considered by the DEPC and the Department Chair in evaluating the faculty member's teaching performance.
- c. Each DEPC shall, in consultation with the Department Chair, adopt such written guidelines as it deems appropriate for evaluating the faculty members in the department on the basis of the criteria set forth herein.
- d. Except for the quorum requirements (which shall be three for a three-member DEPC; four for a five member DEPC; and five for a seven member DEPC) each DEPC shall establish its own rules of procedure, including selection of a chair.
- e. Duties of the DEPC chairperson shall include:
 - (1) Submit the documents to the Department Chair.
 - (2) Serve as the representative of the panel.
 - (3) Aggregate all panel ratings on one form to be given to the Department Chair.
- f. On or before October 1 of each academic year, and at such other times as may be appropriate, the DEPC shall make itself available to any individual faculty member who wishes to obtain guidance as to how the evaluation criteria will be applied by the DEPC to the faculty member during the academic year in question.
- g. On or after the third Friday in March, the DEPC shall review the faculty member's Evaluation Portfolio and complete the Evaluation of Course Materials that includes ratings, with a written justification for each rating of the faculty member's performances in Teaching Effectiveness/Job Performance (LRD), Scholarly/Professional Activities and University/Community Service. Upon completion of the overall summary report (Appendix B.1, pg. 19), on or before the second Friday in April, the DEPC shall submit it to the Department Chair, with a copy to the faculty member.
- h. In considering each faculty member's packet, the DEPC shall hold a discussion of its contents. Following discussion of an individual faculty member's packet, each committee member shall complete a DEPC Review of Course Materials form (Appendix B.1, pg 3) for that faculty member's course materials.

- i. When the materials for a member of the DEPC are to be discussed, that committee member shall absent him or herself from the discussion. DEPC members are not to complete a DEPC Review of Course Materials form for their own packet.
- j. Each DEPC member shall forward the completed DEPC Review of Course Materials forms (Appendix B1, pg 3) to the committee chair. The committee chair will list the ratings from each committee member for every department member (Appendix B.1, pg 5). The committee chair will then calculate the appropriate mean rating for each faculty member's course materials and report it on the DEPC Course Materials Evaluation Summary. (Appendix B.1, pg 5) The mean ratings so computed will be used for the annual evaluations of the faculty members.
- k. The Department Chair will complete the DEPC Review of Course Materials Form for the chair of the DEPC. The Department Chair shall list the ratings from each committee member and calculate the appropriate mean rating. The mean rating will be used for the annual evaluation of the faculty member serving as the chair of the DEPC.

3. Department Chairpersons' Responsibilities

- a. The Department Chair shall review the faculty member's Evaluation Portfolio and complete the Department Chair Faculty Evaluation Report (Appendix B.1 pg. 11) that includes ratings, with a written justification for each rating, of the faculty member's performances in Teaching Effectiveness/Job Performance (LRD), Scholarly/Professional Activities, and University/Community Service. The Chair shall then complete the Department Faculty Evaluation Summary Form (Appendix B.1, pg 19) for the faculty member that will be based on both the Chair review and ratings, the DEPC review and ratings as indicated in the DEPC Faculty Evaluation Report and faculty review by students. Using the information provided in the Scholarly/Professional Activities Report and the Service Report, the Department Chair shall assign points as indicated in the Evaluation of Professional Activities and Evaluation of Service instruments.

The Department Chair shall meet with the Faculty member and discuss his/her evaluation. On or before the fourth Wednesday in April, the Chair shall forward the Department Faculty Evaluation Summary Form, the DEPC Faculty Evaluation Report, and the Department Chair Faculty Evaluation Report for each faculty member to the school Dean. The Chair shall also forward a copy of these materials and reports (including the forms) to the faculty member. The faculty member may submit to the Dean a rebuttal statement or response in writing and/or request a meeting be held with the Dean to discuss any or all of the ratings and recommendations included in the materials submitted by the Chair to the Dean as specified above. Such rebuttals, statements, or requests for a meeting with the Dean must be made within five (5) working days following the availability of the materials specified above to the faculty member. The materials will be deemed

available on the date transmitted to the faculty member, except in extraordinary circumstance.

b. Faculty Member Performance Review Summary

- (1) To complete the Faculty Member Performance Review Summary, the Department Chair shall calculate the Overall Teaching Effectiveness Rating of each faculty member using the Declaration of Weights and the ratings of Teaching Effectiveness from the Self-Evaluation, Student Rating Summary, and the DEPC review of Course materials, and the Department Chair's Evaluation of Faculty Performance.
- (2) The Department Chair shall hold a conference with each faculty member to discuss the evaluation at which time the faculty member will be asked to sign the summary. The faculty member's signature indicates only that the Department Chair has discussed the final evaluation and does not necessarily indicate the faculty member's agreement with the evaluation or prevent the faculty member from writing a rebuttal statement or requesting a meeting with the Dean, or otherwise contesting the results, as specified in items paragraph 5 below

4. Shared Responsibilities of the Department Chairperson and the DEPC Chairperson

- a. Ensure that all reviews are conducted within the time frame outlined in the Implementation Timetables.
- b. Ensure the integrity and confidentiality of the review and evaluation process.
- c. Ensure the security of the Course Materials Review files at all times.

5. Responsibilities of the Dean and the Provost/Provost and Vice President for Academic Affairs

- a. After a review of the ratings made by the Chair and the DEPC, as well as any rebuttals or statements that may have been submitted by the faculty, the Dean shall make rating decisions and recommendations concerning all faculty and forward them by May 9 to the Provost and Provost and Vice President for Academic Affairs. If the Dean's rating differs from that of the Faculty Member Review Summary Form rating, the Dean shall set forth in writing the bases for the rating and provide it to the faculty member who may, in turn, take an appeal to the Provost and Vice President of Academic Affairs within five working days of receipt of the Dean's statement. If there is no appeal, the rating decision of the Dean shall be final and binding and not subject to the grievance and arbitration procedure. In the event of an appeal, the rating decision of the Provost and Provost and Vice President for Academic Affairs shall be final and binding and

not subject to the grievance and arbitration procedure. The Provost and Provost and Vice President for Academic Affairs shall make the final determination of the Overall Composite Rating (OCR), as set forth in Article XVIII, to be assigned to each faculty member no later than June 30 and, in the absence of an appeal, shall make such decision based on the rating of the Dean.

- b. If the University (the Department Chair, Dean or Provost) misses a deadline set forth in this Article, the time in which an affected faculty member has to file a rebuttal statement or appeal will be extended by the same number of days by which the deadline was missed.

ARTICLE XVI - PROMOTION PROCEDURES

A. PRINCIPLES

1. Promotion refers to the advancement from one academic rank to a higher rank. Promotion shall be the result of a selective process to identify the candidates from among the eligible regular full-time faculty. It is awarded in recognition of the professional stature achieved by an individual as assessed in relation to one's contributions to the three-fold mission of the University, namely teaching, research, and service.

While the scrutiny of the scholarship and professional activity of an individual will be rigorous regardless of the academic rank for which a faculty member is being considered, the expectations will necessarily vary with the academic rank sought. Thus, the expectations for promotion to the rank of Assistant Professor will be less than those for the rank of Professor.

2. The following shall form the parameters for assessing applicants for promotion:
 - a. Academic, scholarly, and service achievements;
 - b. Quality of teaching and teaching-related performance (in the case of LRD faculty, quality of Job performance).
3. Assessment of promotion applications will be based on uniformly administered principles, procedures, and criteria which have been designed to ensure fair and impartial judgments. Consistent with the provisions of this Article, it shall be the responsibility of the Administration to disseminate to the faculty at the beginning of each academic year the guidelines and procedures for applying for promotion and the established criteria for promotion together with the weights and standards applicable to the criteria for the academic year.

4. Faculty members applying for promotion must meet the following requirements of minimum eligibility:

- (i) For the last three evaluations at least one Excellent rating and none less than Above Average or at least two Excellent ratings one of which shall be the most recent;
- (ii) Met the required amount of time in lower rank by August 16 of the submitting year as shown below.
- (iii) Met the degree requirements by September 15 of the submitting year as shown below.

| <u>RANK</u> | <u>YEARS AT LOWER RANK AT UDC</u> | <u>DEGREE REQUIREMENTS</u> |
|---------------------|-----------------------------------|---|
| Assistant Professor | 0 | Appropriate terminal degree |
| | OR | |
| Associate Professor | 5 | At least 12 graduate credits, appropriate to the discipline, beyond the Master's degree |
| | 4 | Appropriate terminal degree |
| Professor | OR | |
| | 8 | At least 24 graduate credits, appropriate to the discipline, beyond the Master's degree |
| Professor | 5 | Appropriate terminal |
| | OR | |
| | 10 | At least 36 graduate credits, appropriate to the discipline, beyond the Master's degree |

It is understood that the foregoing represent only minimum eligibility requirements. Whether a faculty member who satisfies these eligibility requirements is promoted will be determined with reference to the degree to which he or she meets the applicable criteria as applied in accordance with this Article.

5. The University shall budget annually an amount at least equal to 1% of the salary of bargaining unit faculty for use in funding promotions for bargaining unit members.
6. The faculty member applying for promotion has the right to have his or her scholarship judged by persons who are competent to do so.
7. In the development of University promotion standards and weights, recognition shall be given to rating(s) awarded for previous application(s) for promotion.

B. PROMOTION COMMITTEES

1. Department Evaluation and Promotion Committee (DEPC)

See Article XV, Evaluation Procedures, for structure.

2. College Promotion Committee (CPC)

This Committee is a group of full-time faculty members in a college, consisting of one representative from each department in the college. The Learning Resources Division shall be considered a college within the context of this Article. Each department shall elect its representative by the second Friday in February.

1. Not later than the first Friday in May of each year, the Provost/VPAA shall forward to each CPC the University criteria for promotion in effect for the coming academic year. It is agreed between the parties that for the duration of this Agreement, said criteria shall be the criteria presently set forth at 8 DCMR Sections 1413, 1414, and 1415.

2. Based upon such criteria, each CPC shall develop recommended standards and weights to be used in assessing applicants for promotion, which shall include a formula for giving credit to faculty reapplying for promotion whose ratings for the previous year(s) was (were) strongly recommended. Each CPC shall submit its recommendations to the applicable Dean no later than the third Friday in March. A copy of the CPC's recommendation shall be submitted to the Faculty Association, which may submit comments thereon to the Dean. The Dean shall review the CPC recommendations and any comments received from the Association and forward them, together with his or her comments, to the UPC no later than the second Friday in April.

3. University Promotion Committee (UPC)

Membership on this committee shall be limited to the chairpersons of the various CPCs, the respective deans, and a representative of the Faculty Senate. The

Provost/VPAA shall serve as chair of the Committee. Using the various CPC recommendations and comments, and consistent with University policies and criteria applicable under this Article, the UPC shall establish University-wide promotion standards and weights, which shall remain in effect for the duration of this Agreement. Such standards and weights shall include a formula for giving credit to faculty reapplying for promotion whose rating(s) for the previous year(s) (were) “strongly recommended. In recognition of the differing missions of the several colleges of the University, the Committee may, with the VPAA’s approval, establish differential standards and weights for different colleges.

4. University-wide Review Committee (URC)

The Committee (URC) shall consist of one faculty member holding the rank of professor from each of the colleges, appointed by the Faculty Senate in such fashion, as it shall deem appropriate. The URC shall (i) hear appeals of applicants who have been declared ineligible and as provided below render binding rulings on those appeals and (ii) advise the Provost/VPAA on appeals at that level.

C. PROCEDURES

1. An applicant for promotion shall submit his or her application with supporting documents to the Department Chair no later than the second Friday in September. The application is to be filed on Form P-1, a copy of which annexed to this Agreement. The Department Chair shall issue a receipt to the applicant for the materials submitted.
2. The Department Chair shall promptly review the records and certify whether the applicant meets minimum eligibility requirements as outlined in Paragraph B above. The Department Chair shall send notice of eligibility to the DEPC, with a copy to the applicant, by the third Friday in September. If a faculty member disagrees with the minimum eligibility determination given, or if the Department Chair fails to send the notice of eligibility by the indicated date, the faculty member may within five (5) working days after receipt of said notice, or after the third Friday in September if said notice is not received by that date, file a written request for a determination of eligibility by the URC. The URC shall notify the faculty member of its decision by the fourth Friday in October with a copy to the Department Chair, in which case the URC’s decision shall be final and not subject to grievance or arbitration under this Agreement. No final action on promotion will be taken absent a final determination with respect to eligibility.
3. The Department Chair shall review the documents and make a recommendation no later than the fourth Friday in October as to whether or not an applicant should be promoted. The Chair shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Chair is required to state reasons for the

given rating. This rating shall be made on Form P-2, a copy of which is annexed to this Agreement. The Chair shall promptly send a copy of this form to the CPC Chair and to the applicant and forward the original of the form and all supporting documents to the DEPC.

4. The DEPC shall review the application with all the supporting documents and make a recommendation no later than the third Friday in November as to whether or not the applicant should be promoted. The DEPC shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Committee is required to state reasons for the given rating. This rating shall be made on Form P-3. The Committee shall send the form along with all supporting documents to the Chair of the CPC no later than the first Friday in December, with a copy of the form to the applicant.
5. The applicant may submit to the CPC comments on the decision of the Department Chair and/or the DEPC no later than the first Friday in January.
6. The CPC shall review the materials of all the applicants along with the comments submitted by the applicants, if any, and make a recommendation as to whether or not an applicant should be promoted. The CPC may hold such interviews or hearings as it deems necessary to make a recommendation. The Committee shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Committee is required to state reasons for the given rating. The Committee shall complete its reviews by the first Friday in February and shall promptly forward its recommendations, assigned rankings and all supporting materials to the Dean, with a copy of the recommendation to the faculty member.
7. The Dean shall review all the information received and shall rank the applicants separately for each academic rank giving one of the following ratings: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Dean shall state reasons for the given rating. The rating shall be made on Form P-5. The Dean shall forward the recommendations for all applicants together with all the supporting materials for the college's recommended candidates to the Provost/VPAA no later than the fourth Friday in February. A copy of the rating, with reasons, and rank assigned to the promotion application shall be simultaneously provided to each applicant.
8. The applicant may appeal the recommendation of the Dean to the Provost/VPAA within five (5) working days of receiving the Dean's recommendation. The Provost/VPAA shall convene the URC and shall submit to it all appeals and all relevant supporting documents no later than the second Friday in March. The URC shall conduct such review and make its recommendations to the Provost/VPAA no later than April 1. The Provost/VPAA shall review the

recommendations of the Dean together with the recommendations of the URC and make an independent recommendation to the President no later than April 10. A copy of the Provost/VPAA's recommendation shall be sent simultaneously to the applicant and to the Association.

9. Promotion applicants not included on the listing of University candidates for promotion but who were strongly recommended for promotion by their CPC or recommended by the URC may appeal to the President within five (5) working days after receiving the listing of University candidates for promotion. The applicant shall have the right to meet with the President within two (2) weeks after the filing of said appeal. The President shall consider the recommendations and reports of the Provost/VPAA, CPC and URC, if any, and render a decision within five (5) working days after the meeting, or if no meeting is held, within ten (10) working days after the filing of the appeal. The President shall include the reasons for his decision in writing and provide a copy to the applicant as well as the Association. The decision of the President shall not be subject to Article IX (Grievance Procedure and Arbitration) of this Agreement. Nothing contained in this Article shall constitute a waiver by the Association or any member of the bargaining unit of any right that it or he or she may have under D.C. law.
10. The faculty members personal portfolio submitted as supporting documentation shall be returned within sixty (60) calendar days after promotions have been announced unless it is necessary to retain them for an appeal in process. It is the responsibility of the faculty member to retrieve this material from the Dean's office within thirty (30) days of the above date.

IMPLEMENTING FORMS for this Article appear in Appendix C.

ARTICLE XVII -- WORKLOAD

PREAMBLE

Faculty responsibilities fall into two distinct categories -- those specifically assigned by the administration and those undertaken by the selective choice of the individual faculty member in the areas of scholarship and professional growth and service, either University or community. In recognition of the responsibilities expected to be undertaken in the areas of scholarly activities and service, the University limits its assigned workload so as to leave a faculty member free the equivalent of one full day per week. The University may, however, include scholarly or service activities as part of an individual's assigned workload. In these instances, the activity will be reflected in the workload as "Authorized University Activity." (see subsection A.4.g below for valuation of such activities.)

A. TEACHING FACULTY

1. a. The workload of teaching faculty shall be consistent with the University mission and may consist of a combination of teaching and teaching-related activities, research, University service, and public service.

The basis for determining the composition of faculty members workload shall be University responsibilities and need.

- b. In determining a faculty members workload, and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the faculty member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the basis of disciplinary considerations, or for arbitrary and capricious reasons.
 - c. No later than the first Friday in May, the Department Chair shall, after consulting with the individual faculty member, establish the faculty member's work plan for the coming academic year. For faculty on leave and for new faculty, the deadline to complete the work plan shall be the third Friday in August. The plan shall include the anticipated number of courses to be taught and all other anticipated activities involving professional units ("PUs") of work. The plan shall be a flexible document which may be adjusted, after consultation with the faculty member (unless the faculty member is unavailable), as necessary to reflect changes which might be caused by new circumstances.
 - d. If one-half (1/2) or more of the assigned workload is in Authorized University Activity ("AUAs"), that assignment must be endorsed by the Provost and Vice President for Academic Affairs.
2. Academic year appointments shall be from August 16 through May 15 which covers both Fall and Spring Semesters.
 3. The normal workload assignment shall be a semester average of thirty two (32) professional units ("PUs") computed annually in the second semester. One professional unit is equivalent to fifteen (15) hours per semester.
 4. For the determination of workload the following shall apply:
 - a. Instructional Activity
 - (1) One (1) PU per semester for one (1) hour of instruction (i.e., fifty minutes) per week.

- b. Pre-Class Activity
 - (1) (A) One (1) PU per semester per credit hour for preparation of the first section of a course the faculty member has taught before.
 - (B) One and one-half (1.5) PU per credit hour for preparation of the first section of a course the faculty member has not taught before.
 - (C) One-half (0.50) PU per credit hour for preparation of each additional section of the same course.
 - (2) One-half (0.50) PU per lab session per course.
 - (3) One (1) PU per credit hour for scholarly activity necessary to maintain currency in the discipline for teaching a graduate course.
- c. Post-Class Activity
 - (1) One-half (0.50) PU per credit hour for grading and record keeping.
 - (2) One (1) PU per semester for each 45 student credit hours ("SCH"), or fraction thereof, taught beyond 225 SCH per semester.
- d. Student Consultation -- One (1) PU per course taught.
- e. Graduate Thesis or Dissertation Advisement -- One (1) PU for each graduate student for whom the faculty member serves as the thesis or dissertation advisor.
- f. Independent Study -- One (1) PU per independent study topic.
- g. Authorized University Activity -- Recognizing the University's commitment to scholarship, research, public service and the professional growth of the faculty, the chairperson, in consultation with the Faculty member, and with the approval of the dean, may substitute Authorized University Activity for all or a portion of the teaching workload. Authorized University Activity may include, but is not limited to, scholarly research, publication or equivalent creative activity, and/or organized University or public service. The amount of time to be spent on these activities, except for public service, shall be agreed to in writing by the faculty member, department chairperson and the dean. The amount of time to be spent on public service shall be established by the chair and the dean, after consultation with the faculty member.

One (1) PU for each fifteen (15) hours shall be awarded for Authorized University Activity.

5. Each semester schedule of classes, including Summer, will be posted for a minimum of one (1) week to permit faculty to make known to the chairperson any preferences. The University will endeavor to post the list at least sixty (60) days prior to the start of the semester. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and with the approval of the dean. The chair, with the dean's approval, and after consulting with the individual faculty member (unless the faculty member is unavailable), shall have the right to change such assignment, for reasons related to the cancelling or adding of classes, enrollment shifts, or other appropriate reasons, provided, however, that if, less than thirty (30) days prior to the start of the semester, a faculty member who has been assigned to teach a particular course is relieved of that assignment and is required to teach another course that he or she has not taught within the previous two (2) years, the affected faculty member shall be awarded one (1) additional PU.
6. To the extent reasonable, the University will make a good faith effort to fund and support research or research-related activities.
7. Faculty shall receive overload compensation for workloads beyond the full assigned workload of sixty four (64) PUs per academic year at the rate of 1/80 of their academic year salary for each PU overload. The University may, with written consent of the faculty member, choose to level his/her workload, without overload compensation, over two (2) consecutive academic years. Faculty shall be free to accept or reject without prejudice any overload assignment in excess of 4.5 PUs per academic year.
8. Faculty shall not be required to maintain more than five (5) office hours per week during the academic year nor more than one (1) office hour per week per course or section during the Summer.
9.
 - a. In no case shall a faculty member be required to teach more than twenty-four (24) credit hours per academic year.
 - b. Absent the consent of a faculty member in writing, no assignment shall be made which requires duty (i) beyond an eight hour span in one day; (ii) within a twelve hour span in two consecutive days; or (iii) on more than five (5) days per week.
 - c. Absent the consent of the faculty member in writing, no assignment shall be made which requires more than (i) three different preparations or (ii) more than two (2) sections of a single course in a single semester unless

additional preparations or sections are dictated by program requirements, course configuration, student demand or faculty expertise, in which case any such additional preparation(s) or section(s) shall be assigned only to the extent necessary to prevent undue interference with the program in question, and the University will consult with the Faculty Association prior to making such assignments.

10. Qualified faculty in a department may request to be assigned one (1) course for which a part-time faculty appointment would have to be made. The University has discretion whether to grant any such request, although it may not deny such request for arbitrary and capricious reasons.

The rate of pay shall be based on the part-time salary scale.

B. LRD Faculty

1. a. The workload of faculty in LRD shall be consistent with the University's mission and shall consist of activities related to maintaining the library and media services, acquisition and cataloging, research, University service, and public service. The basis for determining the composition of a faculty member's workload shall be University responsibilities and need. Except during periods of approved leaves and holidays, faculty shall be available for assignment to professional activities as necessary to maintain the usual hours of operation of the unit.
- b. In determining a faculty member's workload, and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the faculty member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the basis of disciplinary considerations, or for arbitrary and capricious reasons.
2. Appointments for faculty on twelve (12) month contract shall be from October 1 through September 30 and for faculty on academic year appointments shall be from August 16 through May 15.
3. Normal workload assignments shall be thirty-two (32) PUs per week. One PU is equivalent to one (1) hour of assigned duty.
4. Authorized University Activity -- Recognizing the University's commitment to scholarship, research, public service and the professional growth of the faculty, the chairperson, in consultation with the faculty member, and with the approval of the director, may substitute Authorized University Activity for all or a portion of the workload. Authorized University Activity may include, but is not limited to, scholarly research, publication or equivalent creative activity, and/or organized

University or public service. The amount of time to be spent on these activities, except for public service, shall be agreed to in writing by the faculty member, department chairperson and the dean. The amount of time to be spent on public service shall be established by the chair and the dean, after consultation with the faculty member.

One (1) PU for each fifteen (15) hours shall be awarded for Authorized University Activity.

5. Each semester schedule of assignments, including Summer, will be prepared and posted for a minimum of one (1) week, four (4) weeks prior to the beginning of the semester, to permit faculty to make known to the chairperson any preferences. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and approved by the director. The chair, after consultation with the faculty member (unless the faculty member is unavailable), and with the director's approval, may modify the work assignments as required by changed circumstances.
6. Faculty will be entitled to overload compensation for working beyond the full assigned workload on the basis of 1/80 of their annual salary per PU. Faculty shall be free to accept or reject without prejudice any overload assignment in excess of 4.5 PUs per academic year.
7. In the absence of written consent of the faculty member, assignments will not be made which require duty (a) beyond an eight (8) hour span in one day; (b) within a twelve (12) hour span on two consecutive days; or (c) for more than five (5) consecutive days in any seven (7) day period.
8. To facilitate the scholarly activities of LRD faculty, a good faith effort shall be made, consistent with the efficient operation of the Division, to schedule assignments such that each faculty member shall have at least one block of at least four (4) consecutive hours each week without assigned duties.

ARTICLE XVIII - COMPENSATION

The University will provide the wages, salary increments, leave and benefits set forth or referred to in this Article as compensation to faculty members.

- A. Salary Increases
 1. General increases in the base pay of faculty will occur in the following ways:

- a) Upon promotion in rank a faculty member's base pay will be automatically increased in the amount specified by the University as being associated with promotion to that rank.
 - b) As a result of negotiated annual across the board general increases.
 - c) Step Increments pursuant to this Article as set forth below.
2. Performance-based pay increases to base salary may occur as set forth below.

B. Across-the-Board General Increases & Establishment of Merit Pool

1. Effective the first pay period beginning October 1, 2004 the University will increase the FY 2005 salary schedules of employees covered by the Agreement by five percent (5%) in accordance with past methods of increasing base salary schedules.
2. Effective the first pay period beginning October 1, 2005 the University will increase the FY 2006 salary schedules of employees covered by the Agreement by four percent (4%) in accordance with past methods of increasing base salary schedules.
3. Effective the first pay period beginning October 1, 2006 the University will increase the FY 2007 salary schedules of employees covered by the Agreement by four percent (4%) and set aside an additional one percent (1%) of the total faculty salary as a Merit Pool.
4. Effective the first pay period beginning October 1, 2007 the University will increase the FY 2008 salary schedule of employees covered by the Agreement by three percent (3%) and set aside an additional two percent (2%) of the total faculty salary as a Merit Pool.

C. Distribution of Merit Pool Funds

1. Each year the Merit Pool Funds shall be divided into two components - a Standard Merit Pool component and a Discretionary Merit Pool component.
 - a. The Standard Merit Pool Funds shall be comprised of 85% of the total Merit Pool. The Standard Merit Pool Funds shall be distributed to faculty who qualify for a merit pay increase in accordance with Section D of this Article.
 - b. The Discretionary Merit Pool shall be comprised of 15% of the total Merit Pool Funds. Each Dean shall receive a Discretionary

Merit Pool amount consistent with the proportion of faculty who qualify for a merit increase within the school or college.

- (1) The Dean shall consult with the Faculty Association, whose role is advisory only, in developing the criteria for the distribution of the Dean's Discretionary Merit Pool funds. The criteria for distribution will be in accordance with the mission and/or needs of the school/college and the LRD. The established criteria are not subject to the grievance and arbitration procedure. The established criteria will be distributed to the faculty by May 1 preceding the academic year in which the criteria will be applied.
 - (2) Each dean shall transmit a summary of the distribution of the Discretionary Merit Pool to the UDCFA.
2. Each year 100% of the total Merit Pool (including the Standard and Discretionary Merit Pool) shall be paid out to eligible faculty.
 3. Fifty percent of the Merit Pool shall be paid out to eligible faculty in the form of bonuses and fifty percent shall be paid out to eligible faculty in the form of increases to base salary.
 4. A faculty member who qualifies may receive merit pay from both the Standard Merit Pool and the Dean's Discretionary Merit Pool.

D. Merit Pay Qualifications

1. All Merit Pool monies shall be distributed based on the performance of eligible faculty for the most recent evaluation cycle. The evaluation of faculty performance shall be expressed as an Overall Composite Rating (OCR) computed as specified in Article 15. Faculty members who achieve an OCR greater than 3.00 shall be eligible for merit pay. Faculty members shall receive merit pay in direct relation to the extent to which their individual OCR exceed the cutoff value of 3.00.

E. Merit Pay Calculations

1. The Dean will be responsible for computing the amount an eligible faculty member exceeds the cutoff value of 3.00 by subtracting 3.00 from the OCR of each faculty member eligible for merit pay. This value shall be referred to as the OCR Excess Amount for the faculty member.
2. Each Dean shall compute the sum of the OCR Excess Amounts for all eligible faculty members within the school or college and transmit that sum to the Provost/ VPAA, with a copy to the Association.

3. The Provost and VPAA shall compute the Grand Total of all OCR Excess Amounts reported by the Deans and shall use that value to determine a Merit Unit Amount (MUA). The MUA shall form the basis for the calculation of individual merit pay amounts. The MUA shall be computed as follows:

$$\text{MUA} = \frac{\text{Total Merit Pool Amount}}{\text{Grand Total of the OCR Excess Amounts of All Eligible Faculty}}$$

For example: Assume a total Merit Pool Amount of \$50,000 has been allocated for UDC and that the Grand Total of the OCR Excess Amounts as reported by all departments equals 20. The MUA would be computed as follows:

$$\text{MUA} = \frac{\$50,000}{20} = \$2,500$$

4. The Provost and VPAA shall determine the Merit Pay amount for each faculty member in accordance with the following formula:

$$\text{Merit Pay Amount} = (\text{Faculty Member's OCR Excess}) \times \text{MUA}$$

For example a faculty member with an OCR of 3.96 the calculation would be carried out as follows:

$$\text{OCR Excess} = 3.96 - 3.00 = .96$$

$$\text{Merit Pay Amount} = (.96) \times \$2,500 = \$2,400$$

5. Faculty Merit Increases shall be effective October 1 of the fiscal year following the academic year in which the evaluation is conducted.

F. Salary Schedule

1. Pay Bands

- a. Effective October 1, 2006 the University shall establish a Banded Faculty Salary Schedule. Each pay band on the Banded Schedule will consist of a minimum and a maximum salary for each rank (Instructor, Assistant Professor, Associate Professor, Professor, and Distinguished Professor). A bargaining unit faculty member's salary may fall at any point on the applicable band between the minimum and the maximum.
- b. Faculty, other than those who remain in the step system as set forth in Article XV, Section C, shall be placed in pay bands, as set forth

in a letter of agreement between the Association and the University, incorporated herein as if fully set forth by reference. Faculty transferred from the step system to pay bands will be placed on the band with the same initial salary that they would have received had they remained on the step system.

- c. The minimum salary for each pay band will be the salary assigned to Step 1 of the adjusted FY 2006 Step Based Bargaining Unit Salary Schedule. The maximum salary for each band will be the salary assigned to the top step of the adjusted FY 2006 Step Based Bargaining Unit Salary Schedule plus eight percent (8%).
- d. The minimum and maximum salary range in the pay bands shall be adjusted annually by the percentage amount of any general pay increase and the percentage amount of the merit pool that is given to eligible faculty as an increase to their base salaries.

2. Steps

- a. For those faculty members who are authorized to remain in the step system and who elect to do so pursuant to Article XV, Section C, the following will apply:

The University's Bargaining Unit Faculty Salary Schedule provides for twelve (12) incremental steps for each of the ranks of Instructor and Assistant Professor and fourteen (14) incremental steps for each of the ranks of Associate Professor and Professor. The dollar amount differential between each incremental step on the modified salary schedule shall be a fixed dollar amount for each rank, and shall be calculated in accordance with past methods of determining these differentials. Distinguished Professors shall be entitled to additional compensation as set forth on the Bargaining Unit Faculty Salary Schedule.

- b. Eligible faculty who remain in the step system shall receive step increases in accordance with the following schedule:

INSTRUCTORS AND ASSISTANT PROFESSORS:

| | |
|-------------------------|---|
| Step 1 | Initial salary level |
| Step 2 through Step 5 | After one (1) year of service at the previous step |
| Step 6 through Step 9 | After two (2) years of service at the previous step |
| Step 10 through Step 12 | After three (3) years of service at the previous step |

ASSOCIATE PROFESSORS AND PROFESSORS:

| | |
|-------------------------|---|
| Step 1 | Initial salary level |
| Step 2 through Step 7 | After one (1) year of service at the previous step |
| Step 8 through Step 10 | After two (2) years of service at the previous step |
| Step 11 through Step 14 | After three (3) years of service at the previous step |

The effective date of each step increase will be October 1.

G. RETIREMENT BENEFITS

1. The University agrees to maintain the current benefit program for faculty members, including Social Security retirement and other current retirement plans for those who are eligible for either plan, except as provided otherwise in this section.
2. The University will pay an amount equal to fifteen percent (15%) of a faculty member's salary into his or her retirement program. The University shall contribute seven percent (7%) of a faculty member's salary to TIAA-CREF for all faculty who begin teaching in or after the 2003-2004 academic year.

H. DISABILITY BENEFITS

The University shall provide for disability pay in an amount not to exceed four thousand dollars (\$4,000) per month for each faculty member who meets the eligibility requirements.

I. DENTAL AND OPTICAL PLANS

1. Premiums for both dental and optical coverage will be paid directly to the providers of the optical and dental programs to maintain the same level of coverage in effect as of this date as contracted with those plans by the D.C. Government for its employees.
2. The existing dental plan covering the faculty shall be discontinued, effective immediately, and shall be replaced with the plan used by the District of Columbia, which is provided by CIGNA, Inc.
3. The University will pay dental and optical premiums in the same amount as the District of Columbia contribution for D.C. employees who are members of Compensation Units 1 and 2 based on insurance coverage for each faculty member for single coverage, single + 1 coverage or family coverage.

J. SALARY PAYMENTS AND PAYROLL DEDUCTIONS

1. Faculty salary payment shall be made twice a month, on the University working day nearest to the 1st and 16th of the month. The mode of salary payment, through the department or by mail to the home or bank, shall be determined by the faculty member. Faculty on nine (9) month contract may elect to be paid in either eighteen (18) semi-monthly installments or twenty four (24) semi-monthly installments. Faculty may elect to change their payment option on or before August 16 of any year by completing the appropriate payroll form(s). Changes in pay plan option may not be made at any other time. Faculty who do not wish to change their pay plan option shall not be required to submit any payroll form(s).
2. Except as otherwise provided in Article VIII (Dues Deduction), Section B, voluntary deductions and direct deposits may be requested by unit members in accordance with the policies and practices of the District of Columbia Government.

K. PARKING

1. Within thirty (30) days of the signing of this Agreement, thirty spaces on the parking level designated B1 in the Van Ness garage shall be reserved for bargaining unit members on Monday through Thursday from 8:00 a.m. to 7:00 p.m. and on Friday from 8:00 a.m. to 3:00 p.m.
2. Bargaining unit members may purchase either annual or academic year parking permits at a twenty percent (20%) discount if purchased before September 1 of each academic year.

L. TUITION REMISSION

Unit members, their spouses, their children, and other persons who are deemed dependents of the faculty member for tax purposes will be permitted to enroll in any University course with a waiver of tuition in accordance with established University procedures in effect as of September 1, 1988, except that faculty members will require only two approvals -- that of the director of Personnel (or his/her designee) and the faculty member's department chairperson to enroll in a course. In the event of RIF (for the period that he or she remains on the RIF'd Employee List provided for in Article XXI, Section F. of this Agreement), death, retirement, or disability of a faculty member this provision shall remain in force.

M. OVERLOAD COMPENSATION UNDER FUNDED RESEARCH

1. A faculty member may receive reassigned time for work involving funded research to the extent that the cost of the faculty member's reassigned time, including salary and benefits, is paid to the University by the grant or contract, except where the University agrees to accept a grant or contract which pays less than the full cost of the reassigned time.

2. Extra compensation for grant or contract work in excess of the full workload, including reassigned time, shall be paid to the extent the extra compensation is covered by grant or contract funds.
3. A faculty member hired by the University under a grant or contract to work between May 16 and August 15, or while on sabbatical leave, shall receive compensation as a sponsored program employee in accordance with the terms of the grant or contract and University policy on sponsored program employees.

N. SICK LEAVE

1. Faculty unit members who are unable to fulfill their obligations for reasons of health will be charged one (1) day of sick leave for each day of absence.
2. Sick leave may be used for extended bereavement leave, and to supplement the maternity/paternity leave provided for in Section T below in the event of maternity related disability.
3. Upon request, a bargaining unit member is permitted to view his/her official Time and Attendance form.
4. At the time of retirement or upon total disability or death, an employee (or the estate) shall receive a lump sum payment equal to ten percent (10%) of the unused accumulated sick leave computed at the employee's current base rate of pay.
5. Faculty who are hired to begin teaching at the University in or after the 2003/2004 academic year may accrue a maximum of 90 days of sick leave.

O. SUMMER SEMESTER

1. Bargaining unit members working in the Summer session shall be paid \$410 per professional unit as defined in Article XVII (Workload).
2. Summer contracts shall be issued no later than March 15 of each year.
3. Full-time permanent faculty shall have priority over part-time and temporary faculty for summer employment, and qualified full-time faculty in the department offering a course shall have priority over qualified full-time faculty who are not in the department.
4. Faculty shall be offered employment, if qualified to teach the course(s) being offered, on a rotational basis if summer employment opportunities are not available for all the faculty in a given department. If qualified to teach, each faculty member in a department must be given the opportunity

to teach one course in the department before anyone is assigned to teach a second course and regular full-time faculty members shall be employed, if at all possible, in the event a person initially assigned to teach a course is unable to do so.

P. ANNUAL LEAVE

The current annual leave provisions in the Administrative Personnel Policies shall be applicable for faculty members holding twelve month contracts.

Q. INCENTIVE AWARD PROGRAM

An incentive awards program shall be established within ninety (90) days of the effective date of this Agreement. The guidelines will be developed by mutual agreement of the parties. Included in the program shall be recognition of faculty for service to the University and community, and to the profession.

R. COMPENSATION FOR SABBATICAL LEAVE

1. Sabbatical leave salary shall be calculated on the rate established for the rank and step to which the individual would be entitled if the sabbatical was not taken.
2. All benefits assumed by the University will be continued during a faculty members sabbatical leave period.
3. Sabbatical leave may be granted at a rate of one-half salary for a full academic year of leave. When circumstances warrant and budgetary consideration/allocations permit, a faculty member may be granted full salary for one-half of an academic year. Every effort shall be made to resolve budgetary constraints so that the granting of full pay half year sabbaticals becomes a viable option for all faculty.

S. FACULTY DEVELOPMENT

The parties agree to establish a joint labor-management committee within thirty (30) days of the signing of this Agreement which shall compile data on all existing faculty development funding, including, but not limited to, funds for research, travel, retraining, and registration for professional meetings. The committee shall make recommendations to the President of the Association and the President of the University for their consideration within one hundred eighty (180) days as to the establishment of a University-wide Faculty Development Program.

T. MATERNITY/PATERNITY LEAVE & FAMILY MEDICAL LEAVE ACT (FMLA)

1. Faculty members shall be granted thirty (30) calendar days leave with pay in connection with the birth or adoption of their children. Such leave will generally

begin on the date of delivery or adoption, but may, at the option of the faculty member, begin up to five (5) days prior to the date of delivery or adoption.

2. Upon the request of the faculty member, an additional thirty (30) calendar days at one-half pay shall be granted for child care purposes, if the faculty member is the parent with primary responsibility in this regard. Such leave may be taken prior to the commencement and/or at the expiration of the period of leave with full pay.
3. Additional leave, unpaid or paid, shall be granted as required by FMLA.

U. ANNUAL NOTICE TO FACULTY MEMBERS

Each faculty member shall be issued an individual notice on or before May 1 of each year for the following academic year. The notice shall include the date of issuance and the faculty member's name, college and department, rank, salary and step (including any scheduled increases) and whether the faculty member has a continuing contract. The notice shall reference this Agreement and shall be signed by an appropriate University Official.

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| ARTICLE XIX - PROCEDURES FOR LEAVES |
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Application for leaves shall be submitted on Form L-1 according to stipulated timelines, except where extenuating circumstances warrant less time, and shall include a statement of purpose for which the leave is requested, its anticipated duration, and its value to the applicant and/or University. Each applicant shall receive a written response regarding the disposition of the request.

A. LEAVE OF ABSENCE WITHOUT PAY

1. The University may grant a full-time faculty member a leave of absence without pay to hold political office, to accept a political appointment, to render private or public service, to accept temporary appointment at another institution of higher learning, or to engage in any activity deemed advantageous to the University's institutional reputation. The leave may be awarded for up to two (2) years, subject to one renewal, during which the faculty member's name will remain on the faculty roster. Upon return from leave, the faculty member shall be reinstated at the rank held prior to the leave of absence.
2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

B. EDUCATIONAL LEAVE WITHOUT PAY

1. The University may grant a full-time faculty member leave without pay for study, research, travel in connection with study or research, or any agreed upon activity which will enhance the professional standing of the faculty member and the University. Leave may be granted for up to one academic year with an extension of up to an additional year. The faculty members health insurance and life insurance shall be maintained. The faculty member is obligated to return to serve one (1) year for each year of leave taken.
2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

C. BEREAVEMENT LEAVE

1. Upon written request a faculty member may be granted leave with pay of at least five (5) University work days for the death of an immediate family member.
2. In the event of the death of a family member other than an immediate family member, a faculty member may be granted time to attend the funeral. Additional time may be allowed for special circumstances upon receiving a written request from the faculty member.

* It is the intention of the parties that the procedure or requesting additional leave time because of “especial circumstances,” applies to deaths of either immediate or other than immediate family members.

D. EMERGENCY LEAVE

1. Emergency Leave With Pay is intended to provide a leave status of short term duration (not more than one work day). The problem must have been suddenly precipitated, must be of such a nature that preplanning was not possible, or when preplanning could not relieve the necessity for the faculty member’s absence.
2. If leave is required beyond one day, it is expected that the faculty member will apply for some other type of leave either with or without pay as may be appropriate to the circumstances.
3. Emergency leave requires immediate notification to the department chair and must be applied for within three days after the actual emergency. The granting of emergency leave is contingent upon the justification.

E. PROFESSIONAL/ADMINISTRATIVE LEAVE

1. Professional leave may be granted to a faculty member for short periods for professional purposes (e.g. conferences, meetings, etc.) without loss of pay and, upon approval, may include reimbursement by the University for expenses incurred. Faculty are entitled to professional leave at least once every semester. Administrative leave may be granted without loss of pay when circumstances warrant.
2. Application for leave must be submitted at least fifteen (15) days prior to the date such leave would begin.
3. Leaves of three (3) calendar days or less to attend professional meetings require only the approval of the department chair.

F. MILITARY LEAVE

1. A leave of absence shall be granted to any faculty member called to military service in accordance with the appropriate federal, state, and district statutes.
2. Faculty members called to military service must notify the Department Chair immediately and provide a copy of the military orders requiring the leave.
 - * It is the intent of the parties that “called to military service” as used herein means either a draft, general mobilization by order of Congress, or non-discretionary requirement to report for reserve duty. The party asserting a non-discretionary reserve duty call shall be required to prove that no feasible alternatives exist to time being taken from regularly scheduled faculty duties.

G. MATERNITY/PATERNITY LEAVE

1. See Article on Compensation Section T.
2. Application for leave must be submitted no less than ninety (90) days prior to the expected date of birth or adoption.

H. SICK LEAVE

See Article on Compensation Section N.

I. SABBATICAL LEAVE

1. See Article on Compensation Section R. Sabbatical leave may be granted for planned travel, study, formal education, research, writing, or other experiences of professional value.
2. Applications for sabbatical must be filed with the department chair no later than the first Monday in November prior to the academic year during which the leave would be taken.
3. For each six (6) years of full-time service at the University, a faculty member is eligible to be considered for sabbatical leave. Applicants with the longest period of service since the last sabbatical shall be given priority consideration among the applicants for sabbaticals of equal duration.
4. Sabbatical awards shall be announced by the Provost and Vice President for Academic Affairs no later than the second Friday in March.
5. Upon return the faculty member will submit a report of activities and accomplishments while on sabbatical leave. The report shall be due within ninety (90) days of return.
6. The faculty member accepting a sabbatical leave is obligated to continue in the service of the University for at least one (1) full year upon return.

J. DISABILITY LEAVE

See Article on Compensation Section H. Faculty members requesting disability leave shall be assisted by the University's benefits officer in filing for such leave.

K. COURT LEAVE

1. Evidence in the form of a subpoena or other official court document must be presented to the faculty member's department chair no less than five (5) days prior to the anticipated absence. The University retains the right to request the appropriate authorities to relieve a faculty member from jury duty or the court appearance.
2. A faculty member who serves as a member of a jury shall be permitted to be absent from duties without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the faculty member's services are not required and the person is dismissed, if time permits, the person is required to return to work. If the person is paid for jury duty, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

3. A faculty member who is summoned by subpoena to appear as a witness in a court action shall be permitted to be absent from duties as required by such subpoena, without loss of pay and without charge against any leave. If the person is paid for services as a witness, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

IMPLEMENTING FORMS for this Article appear in Appendix D

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| ARTICLE XX - TRANSFERS |
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- A. Definition: As discussed in this Article, a transfer shall mean the reassignment of a faculty member from a full-time faculty position in one department to a full-time faculty position in another department.
- B. When the needs of the University necessitate the transfer of a faculty member, the following factors shall be considered in making the decision: (1) the individual's qualifications; (2) recommendations of involved departments; and (3) seniority. However, seniority shall be applied in the following manner: In case the transfer is made at the request of faculty members, more senior qualified persons will be given priority over less senior qualified person. If the transfer is involuntary, faculty with less seniority shall be transferred before those with more seniority provided the faculty with less seniority have the required qualifications.
- C. Before an involuntary transfer is initiated, the University shall inform the University faculty of the need and shall invite volunteers for the position. Faculty who volunteer shall submit the request in writing to the Provost and Provost and Vice President for Academic Affairs with copies to the involved departments and dean(s) and the Association. Qualified volunteers shall be considered before initiating involuntary transfers.
- D. In the event of a proposed transfer, the Provost and Provost and Vice President for Academic Affairs shall inform the involved faculty member and the Association with respect to the nature (if it is temporary, the expected duration), reason(s), and possible impact of the anticipated transfer at least thirty (30) days before any action is taken. Before a determination is made to transfer, the Provost and Provost and Vice President for Academic Affairs shall consult with the Association.
- E. In the case of an involuntary transfer, the affected faculty member may appeal the proposed action to the President of the University. The President shall meet and discuss with the faculty member and the Association representative before any decision is made.
- F. All transfers shall be documented on a Form 52 and signed by the President.

- G. If the University determines that retraining is necessary for the transfer, the cost of such retraining shall be borne by the University. The University agrees to consult with the Association and the involved faculty member concerning the need for retraining.

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| ARTICLE XXI - REDUCTION IN FORCE |
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- A. Pursuant to Section 1-618.8 (a) of the D.C. Code, the University expressly reserves the sole right “[t]o relieve employees of duties because of lack of work or other legitimate reasons.” The University exercise of this right shall not be subject to Article IX (Grievance Procedure and Arbitration) of this Agreement. Nothing contained in this Section shall constitute a wavier by the Association or any member of the bargaining unit of any right that it or he or she may have to challenge said exercise under law.
- B. 1. Except as provided in subpart 2 below, the following procedures will be followed prior to implementing any RIF.
- (a) At least 30 days before the Administration forwards a recommendation of RIF to the Board, the Administration will notify the Association of its intention to recommend a RIF and will inform the Association of the basis for its conclusion that a RIF may be warranted.
 - (b) The Administration will consider such response as the Association may submit, and if a response is submitted, will consult with the Association before forwarding any recommendation to the Board.
 - (c) If the Administration forwards a recommendation for RIF to the Board, the Association’s response will be included in the submission, and a copy of the submission will be sent to the Association at the same time as it is sent to the Board.
 - (d) The Association may file a further statement to the Board, with a copy to the Administration, within 15 days of receipt of the Administration’s submission. The Board will consider the Association’s submission in reaching its final decision.
 - (e) If the Board contemplates initiating a RIF independent of Administration recommendation, the Board will notify the Association at least 30 days before the meeting at which time proposed RIF action is to be taken and will inform the Association of the bases for the Board’s conclusion that a RIF is warranted. The Board will consider such response of the Association, as the Association may submit, in advance of the meeting at which the proposed RIF action is to be taken.

2. If the welfare of the University so requires, the University shall not be required to follow the procedures set forth above, provided that the University will endeavor to follow said procedures to the extent possible consistent with the welfare of the University.
- C.
1. Prior to recommending a RIF, the Administration shall consider alternatives such as normal attrition, retirement (both mandatory and early), resignations and transfer.
 2. When transfer is utilized as an alternative to RIF, if the University determines that retraining is necessary, the cost of such retraining shall be borne by the University pursuant to Article XX, Paragraph G.
- D.
1. When a RIF becomes necessary, the faculty members to be separated shall be determined in accordance with Section 2 below provided, however, that if two or more faculty members are equally qualified under those criteria, then the order of separation shall be determined by seniority. Tenure status shall not be a factor in determining the order of separation.

For the purpose of this Article, date of employment is defined as the initial date of continuous employment as regular full-time faculty with the University or its predecessor institutions.

Time spent on any authorized leave with or without pay such as sabbatical leave, educational leave, and military leave shall count toward seniority.

2. The Administration shall determine the order of separation. In making its determination, the University will consider all of the following factors:
 - a. Seniority;
 - b. Outstanding performance;
 - c. Excellence in teaching;
 - d. Requirement to maintain or to acquire accreditation of programs;
 - e. Qualifications to teach courses in particular curricula;
 - f. Competition for securing grants and/or contracts that have generated indirect cost revenue to the University during the preceding five (5) years;
 - g. Status as a project leader or principal investigator on single or multi-participant institutional grants;
 - h. Scholarly work of the faculty member including professional development courses and publications in refereed journals during the preceding five (5) years;
 - i. Terminal degree in the discipline; and
 - j. Needs of the University.

A faculty member affected by a RIF may exercise seniority rights at the University by bumping the least senior faculty member occupying a position in a discipline, provided that the faculty member who seeks to bump (1) taught in the discipline within two years prior to the RIF and (2) has a qualifying degree in the discipline.

E. THE RETENTION LIST

1. A retention list which includes all employees having faculty status shall be prepared by the Office of Academic Affairs within ninety (90) calendar days after signing of this Agreement. The Retention List shall be updated annually thereafter and published no later than the second Friday in November.
2. The Retention List will note the faculty members' name, EOD date, department and other department(s) for which he or she is eligible in accordance with Section D of this Article.
3. Within ten (10) working days of its completion the Retention List shall be posted by the Office of Academic Affairs in each department office so that all faculty members may review the list. The list shall remain posted and be updated as necessary for the life of this Agreement.
4. A copy of the Retention List shall be sent to the Association Office as soon as it is ready for posting.
5. A faculty member shall have the right to challenge his/her position on this list. Such challenge shall be addressed in writing to the person designated by the President under Article VII.B. of this Agreement, who shall provide a copy of the challenge upon receipt to the Association.
6. The Provost/Provost and Vice President for Academic Affairs shall issue a decision within ten (10) working days after receipt of the challenge. If the challenge is denied or if a decision is not made within ten (10) working days, the faculty member may appeal through the grievance procedure.

F. A RIF'D EMPLOYEE LIST

A faculty member who is RIF'd shall be placed on a list to be known as a RIF'd Employee List and shall retain all prior rights accrued up to date. Each RIF'd employees name shall remain on this list for a period not to exceed thirty-six (36) months from the date of its placement on the list. The most senior faculty member shall be the first name placed on the list.

G. PROCEDURES FOR REDUCTION-IN-FORCE (RIF)

1. The Administration shall notify the Association that the Board of Trustees has determined that reduction-in-force is to be undertaken. The notification shall provide details of the proposed RIF including the program(s) or department(s) to be affected and faculty positions which may be subject to the RIF, and shall also provide an impact statement.
2. The Administration shall consult with the Association prior to finalizing the plan regarding the impact of the RIF and then inform the affected faculty members and the Association of the final plan for RIF.
3. The University shall give Notice of Intent to RIF to the affected faculty members 9 months prior to the effective date. The University may find it necessary to forego 9 months notice of intent to RIF. In such cases, the University shall consult with the Association on the matter. After such consultation with the Association, the University shall provide notice of at least four weeks with severance pay as follows:
 - a. Nine (9) months compensation for those with two or more years of continuous service;
 - b. Four and a half (4 ½) months compensation for those with less than two years of continuous service.

H. A RIF'd faculty member shall be offered reinstatement should a position for which the person is qualified, in accordance with section D of this Article, be reopened within the person's college within thirty-six (36) months of the date of the person's layoff. A reinstatement offer shall be based on the inverse order of reduction after giving consideration to programs needs.

1. A reinstatement offer shall be sent by certified mail to the last address registered by the individual with the Office of Human Resources with a copy sent to the Association.
2. No appointment to fill that position with another will be made for thirty (30) calendar days following the receipt of such reinstatement offer unless the reinstatement offer is declined.
3. If a faculty member offered reinstatement does not accept the offer within thirty (30) calendar days from the date the offer is received or returned undelivered, the University shall have no further employment obligation to that person. If a faculty member who has given notice of intent to return is prevented from doing so because of illness, the individual shall have an extension of one semester to return to work.

4. A reinstated faculty member shall retain all credits for sabbatical leave, credit for previous years of experience with the University, and shall where applicable, be entitled to purchase post service credits for retirement in accordance with District regulations.
- I. Except as expressly provided otherwise in this Article, nothing contained herein shall constitute a waiver of any right the Association may have to bargain with respect to any matter relating to a reduction in force.

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| ARTICLE XXII - NON-DISCRIMINATION/AFFIRMATIVE ACTION |
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The University shall comply with applicable laws regarding discrimination in employment and affirmative action. The parties agree that allegations of violations in this area must be presented to the University Affirmative Action officer and/or to an appropriate governmental agency and are therefore not subject to the grievance procedure of this Agreement.

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| ARTICLE XXIII - OFFICIAL PERSONNEL FILE |
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A. RESPONSIBILITY

1. The University shall be responsible for the establishment and maintenance of official personnel records, in accordance with the D.C. Comprehensive Merit Personnel Act and the provisions of this Article.
2. Personnel records shall be maintained in a manner which will permit ready access to information requested by authorized persons, and which will safeguard the faculty member's privacy to the greatest degree.
3. The University shall maintain only one (1) official personnel file for each faculty member.
4. Unless authorized by a faculty member or required by law no other official files secret or otherwise shall be established, maintained or used by the University for any reason.
5. The Official Personnel File:
 - a. Shall be located in and maintained by the Office of Human Resources;
 - b. Shall contain the following:
 - i. Application for employment;

- ii. Letters of reference and recommendations and/or materials related to the initial hiring decisions;
 - iii. Official transcripts of all college work;
 - iv. Records documenting work experience and professional performance;
 - v. Faculty member's contracts with the University and predecessor institutions;
 - vi. Documents necessary to affect and continue pay and benefits;
 - vii. Annual faculty evaluation profile;
 - viii. Any statement that the faculty member wishes to have entered in response to or in elaboration of any item in the file; and
 - ix. A log of all entries.
6. Professional Performance Files of the faculty housed in the Office of Academic Affairs And the Offices of the Dean/LRD Director shall be transferred to the Office of Human Resources not later then 120 days of the signing of this Agreement.
 7. The Official Personnel Files shall be used only by authorized University personnel and only for bona fide reasons.

B. EXCLUSIONS

1. No document shall be inserted in the faculty member's Official Personnel File without simultaneous transmission of a copy to the individual.
2. No anonymous material shall be placed in the official file.
3. No adverse file materials more than two (2) years old shall be kept in the official file.
4. No photograph of a faculty member shall be placed in the official file.

C. ACCESS AND REVIEW

1. Only authorized personnel shall have access to the Official Personnel File. The faculty member or any representative of choice has the right to review the Official

Personnel File during normal business hours in the presence of an appropriate official.

2. A copy of any material in a faculty member's file shall be made available to the faculty member upon written request.
3. A faculty member shall have the right to submit written additions or responses to the material contained in the Official Personnel File. Any materials proven to be inaccurate will be corrected or removed immediately.
4. The University will provide, within thirty (30) days after the signing of this Agreement, a written statement of procedures designed to control and limit the access to the Official Personnel File to authorized personnel.

ARTICLE XXIV - LEARNING RESOURCES FACULTY

Learning Resources faculty shall be granted academic rank. The determination of the appropriate rank to be awarded an individual shall be based on criteria established by the University after consultation with the Association.

ARTICLE XXV - SUPPORT SYSTEMS

- A. The University has the responsibility for providing effective and efficient support systems. It is the responsibility of the University to provide faculty with necessary and required teaching facilities, office spaces, materials, supplies, equipment and resources on a timely basis to support effective teaching and University-supported search.
- B. Within available funding levels, consistent with its other priorities and obligations and within reason, the University shall make a good faith effort to provide the following: secure and private office space, a faculty lounge, adequate duplicating facilities, adequate computer facilities, and adequate secretarial support and supplies.
- C. The parties agree to establish a joint labor-management committee within sixty (60) days of the signing of this Agreement which shall meet periodically to review and suggest improvements to the University support systems and their operations.

ARTICLE XXVI - SAFETY AND HEALTH

The University has the responsibility for providing an environment that adequately protects the safety and health of all faculty members, and that is conducive to efficiency and productivity. To this end the parties shall establish a joint committee within 30 days of signing this Agreement.

The committee shall meet quarterly and shall make recommendations to the President of the University. The Administration will respond in writing to the committee's recommendations within 20 days. The names and office phone numbers of the committee members and the health, safety, and security offices will be published and distributed to the University community. Copies of the committee's recommendations and the Administration's response shall be provided to the Association. The Committee and/or Association President or designee shall, upon written request, have access to official health and safety inspection reports.

ARTICLE XXVII - VACANCY NOTICES

- A. Notices of all vacancies and/or position openings in the University shall be forwarded to the Association President.
- B. A notice of vacancy or position opening shall include a Job description, salary range for the position, closing date of application and all necessary qualifications for said position.
- C. All notices of vacancies and position openings shall be forwarded to all units for posting.
- D. A listing of faculty vacancies shall be maintained and posted in the respective department, the Dean's Office, and the Office of Provost and Vice President for Academic Affairs, and the Association Office.
- E. Vacancy notices shall be posted in the Office of Personnel for at least ten (10) working days prior to the closing dates, except in the case of emergency notices which shall be posted for at least five (5) working days prior to the closing dates.
- F. The University shall maintain a recorded telephone service which shall list all vacancies currently posted and open, which shall be updated each working day, and which shall be in service twenty four (24) hours daily.

ARTICLE XXVIII - UNIVERSITY CALENDAR

- A. The President shall promulgate, after consultation with the Faculty Association, no later than January 1 of each year, a three year University Calendar. The calendar shall list dates of activities of the University community. These activities shall include but not be limited to:
 - 1. Orientation
 - 2. Registration
 - 3. Deadlines for Withdrawals

4. Study periods
 5. Final Examinations
 6. Submission of Grades
 7. Removal of Incompletes
 8. Convocations - student and faculty
 9. Meetings of Board of Trustees, Faculty Association, and Faculty Senate
 10. Deadlines for submission of schedules
 11. Holidays, Semester and Spring Recesses
 12. Beginning and end of semesters.
- B. An Association representative shall be included as a member of any committee charged with making recommendations on the University Calendar.
- C. On or before October 31 of each year, administrators of the University shall meet with representatives of the Association to consult on any amendments to the University Calendar for the ensuing academic year.

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| ARTICLE XXIX - NEW FACULTY |
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The University agrees to make available to new faculty the following information:

1. Current Personnel Policies (with index)
2. Faculty Handbook
3. University-Faculty Association Agreement
4. Academic Calendar

The University agrees to provide orientation for new faculty at the beginning of the Fall Semester and to invite the Faculty Association President or designee to participate.

ARTICLE XXX - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining. The understandings set forth in this Agreement (including any appendices and letters attached hereto) shall constitute the sole and entire agreement between the parties for the duration hereof. Matters not directly covered by this Agreement shall be governed by applicable D.C. regulations and law.

ARTICLE XXXI - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be inconsistent with existing laws, the provision of such laws shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions herein shall remain in full force and effect. Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision herein.

No later than sixty (60) days after a written request by either party, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE XXXII - DURATION OF THE CONTRACT

- A. 1. This Agreement shall become effective as of _____, 2006, and shall remain in full force and effect through September 30, 2008.
- B. The parties agree to commence negotiations for a successor Agreement on or before September 20, 2007. Said negotiations shall be conducted pursuant to the law of the District of Columbia, and such procedural ground rules as may be agreed to by the parties.

ARTICLE XXXIII - DISTRIBUTION OF AGREEMENT

Printed copies of this Agreement between the Association and the University shall be provided to the Association in sufficient number to allow for individual copies for each bargaining unit member within thirty (30) days of ratification. The University agrees to supply each new bargaining unit member with a copy of the Agreement at the time of employment.

The cost of printing shall be borne by the University. The cost of preparing the Grievance Form and other forms necessary for the implementation of this Agreement shall be borne by the University.

NEGOTIATING TEAMS

**For the
UDC FACULTY ASSOCIATION
COLUMBIA**

**For the
UNIVERSITY OF THE DISTRICT OF**

LESLIE RICHARDS, PRESIDENT
CHIEF NEGOTIATOR

ANTHONY HERMAN, ESQUIRE
CHIEF NEGOTIATOR

WILLIAM B. WHITE

ERNEST L. JOLLY
EXECUTIVE VICE PRESIDENT

SUE REDDICK

RACHEL M. PETTY

LISA MOON

MELANIE A. BROWN

KATIE B. INMON

CLARENE P. MARTIN

MOHAMED ELKHAWAS

WILLIAM L. POLLARD, PRESIDENT

MINDY HOLMES, ESQ.

WILHELMINA REUBEN-COOKE

JONATHAN AXELROD, ESQ.

JAMES W. DYKE, JR.
CHAIRMAN OF THE BOARD

Signed by all parties
September _____, 2006