

SEVENTH MASTER AGREEMENT

BETWEEN

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

UNIVERSITY OF THE DISTRICT OF COLUMBIA

FACULTY ASSOCIATION/NEA

EFFECTIVE May 22, 2014⁵ THROUGH SEPTEMBER 30, 2015

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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" means 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. The Association may purchase the release from teaching for up to two (2) FTE Association representatives per academic year at the part-time rate for Assistant Professor appointments. Written notification of intent to purchase such release and the individuals to be released must be provided to the 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, or 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. The University will assure the privacy of these spaces, as well as the reserved faculty parking spaces on Level B1 of the Van Ness garage, by ticketing violators.

ARTICLE VIII - DUES DEDUCTION

- 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.

ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION

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 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. It shall be filed within ten (10) working days of the occurrence giving rise to the complaint or within ten (10) working 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) working 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 arbitrator's 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.

ARTICLE X - MANAGEMENT RIGHTS

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 1-617.08(a) of the D.C. Code. Section 1-617.08(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 known 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. If suspension or termination is recommended,

the University administrator shall give written notice to the faculty member by first class postage prepaid.

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 give the faculty member the opportunity to speak to the issue. The Provost and Vice President for Academic Affairs or his or her designee may consult with the department chair or head and the Dean or Director of the unit involved. Within thirty (30) working days of receipt of the recommendation for suspension or termination by the Provost and Vice President for Academic Affairs, s/he shall issue a written determination. If s/he determines that the sanctions of suspension or termination are not warranted, s/he shall terminate the matter with prejudice, or impose a written reprimand, and/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.

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 and instruct his/her students in a learning environment 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 aide, 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.
5. In performing their duties and responsibilities for the University, faculty shall comply with all applicable laws.

ARTICLE XIV - UNIVERSITY TENURE

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

1. All faculty hired to begin teaching after September 30, 2006 shall be on a five-year tenure track.
2. Faculty members 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.

ARTICLE XV - EVALUATION PROCEDURE
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A. GENERAL PROVISIONS

1. The evaluation procedure is designed to provide assessment of performance of each faculty member and to promote faculty professional growth and institutional effectiveness. The central activities of University faculty are scholarship, teaching and service, as set forth in Section D. The outcomes of students in reaching their desired academic and personal educational goals are paramount in building an evaluation system and figure prominently in determinations of faculty and institution success. The University embraces a scholar-teacher-participant model of faculty engagement as set forth in Section D and expects summary evidence of significant and relevant achievements in scholarship/creative work, teaching, and service in the annual evaluation portfolio. The annual evaluation process serves to communicate institution expectations to faculty members as set forth in Section D as well as provide timely, prescriptive feedback to support the growth and development of individual faculty members and the sustained relevance of the University’s academic offerings more broadly.

2. This Article provides clear expectations for the annual evaluation process including timeline, criteria, questions, evaluators and evaluator roles, ratings, implications of ratings, and grievance procedures. These guidelines will align with institution mission and vision and, for each academic unit, must reflect the prevailing expectations, criteria for achievement, and practices of the discipline(s). Specific expectations and descriptions of those expectations shall be set forth as predetermined criteria for the process. The specific expectations and descriptions of expectations shall be established with faculty input. Accreditation requirements, both regional and discipline specific, shall impact baseline expectations for faculty engagements and performance. Unique institution goals and objectives will also be addressed in the predetermined criteria. Broad institution expectations will be communicated annually as a part of the opening academic year professional development activities/Provost, College, and School meetings. Faculty will develop preliminary discipline expectations during opening year departmental meetings (and will build on conversations initiated ideally during close of prior year faculty meetings that targeted academic program assessment and planning). Faculty will meet in focus groups over subsequent professional development days to achieve consensus, finalize criteria, and receive support to facilitate application of criteria to development of their individual evaluation plans.

3. All faculty will participate in annual evaluation. The process will be outcomes based and driven by a common set of evaluation questions that probe faculty achievements and the impacts of those achievements relative to the predetermined criteria. Each faculty member shall be evaluated against a model set forth in Section D in this Article, but the determination of emphasis to be placed on each of the performance areas will rest with the faculty member except in the case of research faculty and clinical instructors who have been hired with certain responsibilities to the University. Other than for research faculty and LRD faculty, a faculty member's teaching will be the primary component of the evaluation process, followed by scholarship/professional activities, and then University/community service, consistent with other provisions of this Article setting forth ranges of weights to be assigned to these three areas. LRD faculty will be evaluated on Job Performance criteria rather than on Teaching criteria. Faculty members will be evaluated in each of these three areas and all must be discussed in the faculty member's Narrative (see below).

4. Faculty who receive a composite or aggregate rating of "Improvement Needed" will be engaged in a performance improvement process and be eligible for professional development training. Faculty who receive a rating of "Does Not Meet Professional Standards" may be subject to termination. For those faculty members placed on a performance improvement plan, University management shall develop a performance improvement plan which highlights the faculty member's potential for success, defines required improvements, recommends professional development supports, explains evaluation metrics and timeline, commits specific institution resources, and formally partners faculty member and the institution toward the goal of improved faculty member performance – minimally "Meets Professional Standards" at next evaluation. The length of any performance improvement plan will be determined by the University on a case-by-case basis but will not exceed one year. The faculty member has the right to request the Union be present when the performance improvement plan is presented to the faculty member by University management. Failure to satisfy the performance improvement plan may result in discipline, up to and including termination.

B. EVALUATION TIMELINE

1. The timeline for the annual evaluation process commences with discussions of academic assessment and planning (mid-April of the previous academic year). The outcomes of these discussions inform expectations for the predetermined criteria sets to be established by the institution and departments/programs/disciplines. These predetermined criteria set forth the foundation for the annual evaluation process. They communicate the University's common core standards for the process and articulate the institution's

commitment to an evidence based model of university-wide assessment that ensures high quality faculty engagements, continuously relevant and high quality academic programs, and student outcomes that align with professional and personal success.

2. The timeline for the annual evaluation process is set forward as follows:

- **Mid-April of previous academic year:** Department or program faculty, as appropriate, establish preliminary guidelines for informing predetermined criteria.
- **August - Opening Professional Development Day:** University Provost announces broad institution expectations for annual faculty evaluation process. The University shall distribute an evaluation package including criteria, expectations, standards, and the scholar-teacher-participant model.
- **Within 3-5 Working Days of Opening Professional Development Day:** Department or program faculty, as appropriate, in concert with Department Chairs and/or academic program directors finalize discipline level predetermined criteria.
- **Within 7 Working Days After Opening Professional Development Day or No Later Than the First Day of Classes, whichever is earlier:** Colleges and Schools host information/training sessions to support faculty use of predetermined criteria in developing their individual evaluation plans and Narratives.
- **First Week of September:** DEPC members are selected.
- **First & Second Weeks of September:** Faculty members meet individually with Department Chairs to establish evaluation weights and measures. Chairs provide prior spring student course evaluation data to faculty members.
- **Second & Third Weeks of October:** Mid-semester review – Individual faculty member meetings with Chair. Review evaluation plan and evidence collection to date. Suggest revisions, additional evidence needs and opportunities to gather.
- **Second Week in January:** Opening Professional Development Session – Narrative based faculty evaluation. Case based training with examples of completed portfolios. Example portfolios will be rated and ratings will be explained.

- **Second Week of February:** Fall student course evaluation provided to faculty in individual meetings with Chairs.
- **Third Friday in February:** Faculty member submits evaluation portfolio (Narratives and evidence) to DEPC.
- **Second Friday in March:** DEPC Chair forwards rated portfolios to Department Chair.
- **Last Friday in March:** Chair and DEPC ratings are transmitted to faculty member and Dean. Faculty member has five (5) working days to rebut Chair ratings.
- **Second Friday in April:** Dean transmits ratings and rationale to faculty member and Provost. Faculty member may rebut Dean's rating within five (5) working days through an appeal to the Provost. The faculty member's appeal must contain both a mailing and e-mail address where the faculty member can be reached and which will ensure timely delivery to the faculty member.
- **Last Friday in April:** Provost transmits evaluation outcome to faculty member. The decision of the Provost is final, subject to Section E(6) of this Article.
- **May 15:** Base pay, merit award, performance improvement recommendations, or other status are communicated to faculty member via next academic year contract.

C. EVALUATION PORTFOLIO

1. Each faculty member is required to submit a portfolio, which includes the following:
 - a Narrative based on a discussion of the subjects identified in the succeeding section; and
 - evidence to support these Narratives.
2. The faculty member should present his or her Narrative within a concise and organized document. No prescribed length is required, but faculty members are encouraged to limit their Narrative to no more than 15 pages, double-spaced; however, it should be properly organized structurally to convey the faculty member's presentation of the evidence outlined below. It should be supported by Exhibits appended to it and attached by links electronically, if feasible.

3. The University shall update Appendices B-1 and B-2 of the Sixth Master Agreement consistent with this Article and provide them to the Faculty Association for comment before implementation.

D. EVALUATION CRITERIA

For those faculty members other than research faculty and clinical instructors, the faculty member shall elect the emphasis to be placed on the three components of the Narrative as follows:

Evaluation Component	Component Weight
Teaching/Job Performance (LRD)	50%-70% as per faculty election
Scholarship/Professional Activities	20%-40% as per faculty election
University/Community Services	10%-20% as per faculty election

For clinical instructors, the faculty member shall elect the emphasis to be placed on the three components of the Narrative as follows:

Evaluation Component	Component Weight
Teaching/Clinical Instruction	70%-90% as per faculty election in keeping with institutional expectation at hire
Scholarship/Professional Activities	5%-15% as per faculty election in keeping with institutional expectation at hire
University/Community Services	5%-15% as per faculty election in keeping with institutional expectation at hire

For research faculty, the faculty member shall elect the emphasis to be placed on the three components of the Narrative as follows:

Evaluation Component	Component Weight
Research/Scholarship/Professional Activities	50%-100% as per faculty election in keeping with institutional expectation at hire
Teaching	0%-30% as per faculty election in keeping with institutional expectation at hire
University/Community Services	0%-30% as per faculty election in keeping with institutional expectation at hire

The sum total of the selected weights shall be 100%.

1. TEACHING – TEACHING FACULTY

The evaluation of teaching shall focus on the teacher's ability to foster student learning that is comprehensive and adaptable. It is intended that the learning of students will be sustained and have positive influence on the ways students subsequently learn, think, act, and feel. The faculty member's narrative should address what students can achieve as a result of taking the course; what students will need to do to accomplish those achievements; and how the faculty member communicates to the student on a regular basis the progression of the student's learning.

The faculty member may construct his or her Narrative as he or she sees fit. However, in the teaching portion of the Narrative, the Narrative must contain evidence setting forth the faculty member's discussion containing answers to the following questions:

1. Is the teacher's course design, including goals and objectives; teaching/learning strategies; materials; and assessments, relevant, valid, and aligned with the accepted University description for the course and the defined role of the course in the curriculum or discipline?
2. Does the teacher's approach to the course reflect current pedagogical expectations for the discipline or program? Are course engagements and assessments designed to encourage student mastery of course content and progression toward independent scholarship?

3. Are the objectives for the course aligned with stated outcomes for student learning? Are these student learning outcomes measurable and replicable?
4. Will the learning outcomes, if achieved by students, prepare them adequately for additional study or for success in a field of endeavor? Can students demonstrate application of the learning to novel problems and contexts?
5. Do exams, projects, and classroom performance reflect students' mastery of course material?
6. Does the faculty member address intervening influences (or variables) that may impact student learning outcomes when assessing student progress in the course (including but not limited to (1) differences in learning, (2) prior educational experiences, and (3) experiential learning, including study abroad, co-ops, internships, and service learning)?
7. Does the faculty member provide opportunities for student feedback across the course and show evidence of how that feedback is used to improve the course and, consequently, student outcomes?

2. JOB PERFORMANCE – LRD

For LRD faculty, the Narrative shall include a discussion of the individual's job performance. These activities may include, but are not limited to, a combination of the following:

- (1) Selection of materials;
- (2) Cataloging and organization of material;
- (3) Instruction and reference;
- (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 learning or course management systems, the LRD website or other media;
- (8) Development of libguides, pathfinders, bibliographies, filmographics, other instructional aides;
- (9) Preparation and timely submission of reports;
- (10) Performance of assigned tasks; and
- (11) Other relevant activities.

The Narrative must demonstrate the positive impact of such activities to the faculty member's field and to the University instead of merely listing activities reflecting his/her job performance.

3. SCHOLARSHIP AND PROFESSIONAL ACTIVITIES

The Narrative shall include a discussion of the faculty member's professional and scholarly activities. These activities may include, but are not limited to, a combination of the following:

- (1) original research;
- (2) publication in peer-reviewed professional/scholarly journals;
- (3) creative works, shows, and performances, which may include but is not limited to;
 - performance in a musical, drama, or media production;
 - creation of a musical, dramatic, or media work which was performed, published, exhibited and/or broadcast;
 - direction or production of a musical, dramatic, or media event/performance/broadcast recording/exhibition;
 - design and/or implementation of the technical work (scene, costume, light, sound, etc.) for a musical, dramatic, or media production;
- (4) inventions, patents and technical or vocational products;
- (5) instructional material 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 students in research and participation in professional meetings;
- (10) receiving grants and contracts and otherwise contributing to the growth and development of the University;
- (11) discipline-related professional educational courses.
- (12) Other relevant activities, including research.

The use of Scholarship and Professional activities should not be included merely to list these activities. The faculty member is obligated to demonstrate in his or her Narrative the necessary linkage between the activities engaged in and the value of that activity to the faculty member's field and to the University.

4. UNIVERSITY/COMMUNITY SERVICES

The Narrative shall also include a discussion of the faculty member's services to the University and Community. Such services may include, but are not limited to, a combination of the following:

- (1) active participation in the College accreditation process and/or College/School assessment process;
- (2) participation in Departmental, College and University activities, both within and without their discipline;
- (3) leadership positions and roles within the University community;

- (4) participation in faculty, institutional and Faculty Association governance;
- (5) representing the University at appropriate functions;
- (6) participation in required department, college and University meetings; and
- (7) participation in University events requiring academic regalia.
- (8) Other relevant activities.

Professionally-related Community Service may include, but is not limited to the following:

- (1) participation in community activities, organizations and functions;
- (2) presentations in community programs and conferences.
- (3) Other relevant activities.

The Narrative must explain or detail how the University and Community activities relate to the faculty member's teaching and student learning instead of merely listing University and Community Activities. The faculty member is tasked with responsibility to relate these community-related activities within the Narrative to demonstrate the value to the faculty member's field and to the University.

E. EVALUATORS AND THEIR ROLES

1. General Statement

- a. Each individual involved in the evaluation process, including each member of the DEPC, shall ensure that all reviews are conducted within the time frame outlined in Section B of this Article, and shall ensure the integrity and confidentiality of the review and evaluation process.
- b. Faculty assigned to the Community College shall be evaluated by a committee composed of faculty in their Division established in accordance with Section E(2)(a). For purposes of this Article, a Division shall be considered a Department.

2. Composition and Appointment of the DEPC

- a. A DEPC shall be established in each department/unit of the University. The DEPC shall consist of 3 department/unit members in departments/units with 7 or less fulltime tenure or tenure track faculty members; 5 department/unit members in departments/units with 8 to 15 fulltime tenure or tenure track faculty members; and 7 members in departments/units with 16 or more fulltime tenure or tenure track faculty members. Half of the members of the DEPC shall be selected by University management and half of the members of the DEPC shall be selected by the Union. The final DEPC member shall be selected by

University management from a list of three faculty members submitted to the University by the Union. Members of the DEPC shall have at least one complete year of teaching experience at the University. Where there is no Department, a faculty evaluation committee shall be established within the respective Colleges by the Dean. The Committee(s) shall be established and operate in the same manner as the DEPC operates as described above. Each Dean shall have the discretion to establish one or more of such Committees consistent with academic units within each respective College. For evaluation purposes only, the faculty to be evaluated by a single evaluation committee should be grouped in reasonably related academic disciplines to the extent practical; provided, however, that the initial determination of management, after Faculty Association input, shall be presumed to be a reasonably related group of academic disciplines.

- b. It shall be the responsibility of the Department Chair to schedule timely selection of the DEPC.
- c. Faculty appointed to the DEPC shall serve only for the academic year corresponding to the current evaluation cycle. Only full-time tenure or tenure track faculty in the Department/unit shall be eligible for appointment to the DEPC. A Department Chair/Unit Manager shall not be a member of a DEPC.
- d. The Department Chair and the DEPC shall evaluate each faculty member's Narrative and supporting body of evidence against the pre-determined criteria.
- e. The members of the DEPC shall select a Chair. Duties of the DEPC chairperson shall include:
 - (1) Submit the documents to the Department Chair.
 - (2) Serve as the representative of the panel.
- f. The DEPC shall make itself available to a 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.
- g. A faculty member must submit his/her portfolio, containing his/her Narrative and supporting evidence, to the DEPC.
- h. The DEPC shall meet to review and discuss a faculty member's Narrative and supporting evidence against the pre-determined criteria.

- i. When the materials for a member of the DEPC are to be discussed, that committee member shall absent himself 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 his or her completed analysis of the faculty member's Narrative and supporting evidence to the committee chair.
 - k. The DEPC Chair shall combine the analyses of each panel member to produce an aggregate DEPC rating for the faculty member. The DEPC Chair shall transmit this aggregate rating to the faculty member and the Department Chair.
3. Department Chairpersons' Responsibilities
 - a. The Department Chair shall review the faculty member's Narrative and supporting evidence. The Chair shall then complete the Department/Unit Faculty Evaluation Summary Form for the faculty member based on the DEPC aggregate rating and based on the faculty member's portfolio. If the Department Chair disagrees with the DEPC aggregate rating, the Department Chair must prepare a written justification and submit it to the faculty member.
 - b. The Department Chair shall meet with the faculty member and discuss the evaluation. The Chair shall forward the Department/Unit Faculty Evaluation Summary Form and the DEPC aggregate rating form to the school/college Dean. The Chair shall also forward a copy of these materials and reports (including the forms) to the faculty member.
 - c. The faculty member may submit to the Dean a rebuttal statement or response in writing.
4. Deans

The Dean shall conduct an independent assessment of the faculty member's Narrative and supporting information. In doing so, the Dean will review the recommendations of the DEPC and Chair, and the faculty member's rebuttal, if any. If the Dean's rating differs from that of the DEPC, the Dean shall set forth in writing the basis for his/her rating and provide it to the faculty member who may appeal to the Provost/VPAA. The Dean's evaluation rating shall be final except if the faculty member appeals to the Provost. However, if the Dean serves as Chair or waives his/her right to evaluate the faculty member, the Provost shall

make a final evaluation after reviewing the DEPC and Chair ratings and faculty member's rebuttal, if any.

5. The Provost/VPAA

If the faculty member appeals from the Dean's evaluation rating or the Dean waives his/her right to make an evaluation rating, the Provost/VPAA shall determine the final evaluation rating after reviewing the DEPC and Chair ratings and faculty member's rebuttal (if any)/appeal.

6. Grievances

Each evaluation shall be fair and objective. The final evaluation shall not be subject to the grievance and arbitration procedure except to the extent that the evaluation has resulted in (1) the suspension of the faculty member; (2) the termination of the faculty member; or (3) the assignment of a composite evaluation rating of "Meets Professional Standards" with a composite evaluation rating of 2.8 or above, or "Outstanding" with a composite evaluation rating of 3.8 or above, which has affected the potential of an award of merit pay, in which case the faculty member can grieve to the next higher evaluation rating. In only such a case, the faculty member may grieve and challenge the evaluation and discipline (as applicable) provided that the faculty member had appealed the Dean's final decision to the Provost in accordance with Section E, paragraph 4. All grievances under this provision shall be filed directly with the Provost or his or her designee rather than the lower steps otherwise identified in Article IX of this Agreement. Any grievance to the Provost (or his or her designee) must be filed within ten (10) calendar days of the receipt by the faculty member of the Provost's final decision regarding discipline or merit, as applicable, or, with the exercise of reasonable diligence, should have become aware of the decision. If not satisfactorily resolved at the Provost level, the Union shall have seven (7) calendar days after the Provost's decision on the grievance is communicated to the Union to appeal to arbitration in accordance with the arbitration process set forth in this contract's grievance and arbitration procedure; provided, however, that an arbitration involving merit pay shall be a summary decision based solely on all written documents on which the evaluation was based and all grievance documents, shall be finally decided within thirty (30) calendar days from the date on which the request for arbitration was filed, shall be heard by Arbitrator Sean Rogers or Michael Wolf or an Arbitrator mutually selected by the parties in the event Arbitrators Rogers and Wolf are not available within the prescribed time period, and all such arbitrations involving merit pay shall be consolidated and resolved on the same day. The decision of the arbitrator shall be final and binding upon the University, the Union and the faculty member. Provided further that the Arbitrator shall deem the underlying evaluation as fair and objective unless the

Arbitrator deems the University's underlying evaluation, assessment and/or rating to be arbitrary, capricious or in bad faith. Provided further that through fiscal year 2015, a grievance under subsection (3) herein may not be filed on behalf of any faculty member who receives a composite evaluation rating of 3.0 or above.

7. Time is of the Essence

In the absence of extraordinary circumstances, the time periods set forth in Section B are mandatory.

F. EVALUATION RATINGS

Evaluation ratings will be assigned to each area of the University's accepted faculty model – Teaching, Scholarship/Creative Work, and Service. Ratings for each area will be weighted consistent with determinations of weight assigned by the faculty member during the September meeting with the department chair. The final faculty rating will be a composite of these findings. Descriptors of performance and numerical equivalents for each rating level follow:

Does Not Meet Professional Standards – 0 Rating

An overall rating of “Does Not Meet Professional Standards” means that the faculty member's Narrative and evidence fail to meet institutional expectations and demonstrate incompetence.

With regards to Teaching, this rating means that the faculty member fails to: advance a Narrative that documents quality learning objectives and sufficient evidence of fostering students' achievement of those objectives, including lack of a basis for assessing student learning; lack of evidence for student engagements that support the learning goals for his/her courses; and lack of evidence that student learning connects to his/her actions.

With regards to Scholarship, this rating means that the faculty member fails to advance a Narrative that documents a body of peer-reviewed scholarly or creative work that advances his/her learning, the learning of his/her students, and/or the learning of his/her peers.

With regards to Service, this rating means that the faculty member fails to advance a Narrative that documents service to the institution, department, program, and/or community that informs his/her teaching, enhances the learning

environments afforded students, informs the learning of peers, improves community outcomes broadly.

Improvement Needed – 1 Rating

An overall rating of “Improvement Needed” means that the faculty member’s Narrative and evidence indicate that there are aspects of the faculty member’s performance that meet some institutional expectations but that significant improvement is needed.

With regards to Teaching, this rating means that the faculty member advances a Narrative that documents quality learning objectives, establishes a basis for assessing student learning, but fails to create an environment that fosters the achievement of those objectives and fails to tie student engagements to the learning goals for his/her courses. As a result, they cannot document that learning has occurred or that their actions have resulted in any student learning.

With regards to Scholarship, this rating means that the faculty member documents the use of his/her scholarship in evolving his/her teaching, but fails to demonstrate that his/her scholarly work advances the learning of his/her students or the learning of his/her peers.

With regard to service, this rating means that the faculty has engaged in service, but has failed to demonstrate the impact of his/her service on enhancing the learning environment provided to students.

Meets Professional Standards – 2 Rating

An overall rating of “Meets Professional Standards” means that the faculty member’s Narrative and evidence demonstrate that the faculty member’s performance is consistent with the institution’s baseline expectations.

With regards to Teaching, this rating means that the faculty member advances a Narrative that documents quality learning objectives and establishes a basis for assessing student learning creates an environment that fosters the achievement of those objectives, and that the faculty member advances a Narrative that documents student learning and/or connects the learning of students to his/her actions.

With regards to Scholarship, this rating means that the faculty member documents the use of his/her scholarship in evolving his/her teaching and demonstrates that his/her scholarly works advance the learning of his/her students and colleagues.

With regards to Service, this rating means that the faculty member documents the influence of his/her service on his/her teaching and that the faculty member documents the use of his/her service to enhance the learning environments provided students.

Outstanding – 3 Rating

An overall rating of “Outstanding” means that the faculty member’s Narrative and evidence demonstrate that the faculty member exceeds baseline institutional expectations.

With regards to Teaching, this rating means that the faculty member advances a Narrative that documents quality learning objectives and sufficient evidence of fostering students’ achievement of those objectives, and documents a basis for assessing student learning and ties student engagements to the learning goals for his/her courses, that the faculty member advances a Narrative that documents student learning and connects the learning of students to his/her actions, and that the faculty member advances a Narrative that documents the use of his/her student outcomes to support University-wide scholarship of teaching initiatives.

With regards to Scholarship, this rating means that the faculty member documents the use of his/her scholarship in evolving his/her teaching, that the faculty member documents the use of his/her scholarship in engagements with students (i.e. the faculty member's work supports outcomes for course, program, discipline, etc.), and that the faculty member documents the use of his/her scholarship by peers to satisfy the evolution of his/her teaching and his/her engagement with students.

With regards to Service, this rating means that the faculty member documents the influence of his/her service on his/her teaching, that the faculty member documents the use of his/her service to enhance the learning environments provided students, and that the faculty member documents the impact of his/her service on the learning of peers.

Distinguished – 4 Rating

An overall rating of “Distinguished” means that the faculty member's Narrative and evidence demonstrate that the faculty member's performance brings prominence to self and institution.

With regards to Teaching, this rating means that the faculty member advances a Narrative that documents quality learning objectives and sufficient evidence of fostering students' achievement of those objectives, and documents a basis for assessing student learning and ties student engagements to the learning goals for his/her courses, that the faculty member advances a Narrative that documents exceptional student learning and connects the learning of students to his/her actions, that the faculty member advances a Narrative that documents the use of his/her student outcomes to support University-wide scholarship of teaching initiatives, and that the faculty member advances a Narrative that documents the impact of his/her teaching scholarship on peers outside the University.

With regards to Scholarship, this rating means that the faculty member documents the use of his/her scholarship in evolving his/her teaching, that the faculty member documents the use of his/her scholarship in engagements with students (i.e. the faculty member's work supports outcomes for course, program, discipline, etc.), that the faculty member documents the use of his/her scholarship by peers to satisfy the evolution of his/her teaching and his/her engagement with students, and that the faculty member documents broad societal impact of his/her scholarship.

With regards to Service, this rating means that the faculty member documents the influence of his/her service on his/her teaching, that the faculty member documents the use of his/her service to enhance the learning environments provided students, that the faculty member documents the impact of his/her service on the learning of peers, and that the faculty member documents the impact of his/her service on the community.

In each case, the faculty member will be provided with a written summary of the conclusions of the evaluation process. For those faculty members who are rated “Does Not Meet Professional Standards” or “Improvement Needed,” the faculty member shall be provided with the action the University intends to take, i.e. either a performance improvement plan or other disciplinary action, up to and including termination.

G. FREQUENCY OF EVALUATION

1. All faculty members shall be evaluated annually, except as excluded by events referenced in paragraphs 3 and 4 of this section. Provided further that faculty on Step Compensation System shall be evaluated every three years until Academic Year 2014-15. Faculty members on the Step Compensation System will transition to the Merit Compensation System at the start of Academic Year 2014-2015.
2. In addition to the annual evaluation, a mid-point review shall be conducted by the Department Chair (or Division head in the case of the Community College) for each faculty member with 3 or less years of service and each faculty member on a Performance Improvement Plan. This interim evaluation should be completed within thirty (30) days of the end of the semester. Faculty members who begin work during the January semester shall receive their mid-point evaluation following their first semester and a full evaluation at the end of the following academic year.
3. Faculty who have committed to retirement by the end of the academic year shall not be subject to evaluation in their final year.
4. Faculty members who are on an authorized leave of absence for the entire year shall not be subject to evaluation during the academic year in which they are on leave.

5. Faculty members who are on a Performance Improvement Plan shall be subject to the annual performance review process.

H. STUDENT FEEDBACK

Students will provide data that a faculty member can use to advance his/her Narrative. The Administration can also use student data to respond to Narratives that the faculty member has advanced. After consultation with the departments/units, the Provost will develop a set of research-based questions to collect student feedback. Steps shall be taken to ensure that the feedback from students is timely received and that the sample size is representative. Faculty will be given copies of any summary of aggregate responses for each course. If the data is not submitted to the faculty member by the time specified in the Evaluation timeline, the student feedback cannot be used by the faculty member or the University at any level of this evaluation process. Any comments received from students shall be used for instructional purposes only.

I. DEFINITIONS

The term “Chair” shall mean the Chair of the Department or, where there is no Chair, a first line non-bargaining unit manager.

J. MISCELLANEOUS

The revision to Article XV will take effect on August 16 after the execution of this Agreement.

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. For faculty applying for the rank of Associate Professor or Professor, their promotion portfolio will include a statement from two (2) external reviewers in the appropriate discipline.
4. Faculty members applying for promotion must meet the following requirements of minimum eligibility:
 - (i) For the last three evaluations at least one Distinguished rating and none less than Outstanding or at least two Distinguished 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
		OR
	8	At least 24 graduate credits, appropriate to the discipline, beyond the Master's degree
Professor	5	Appropriate terminal degree
		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. Under exceptional circumstances, however, in the absence of the appropriate years of service, a faculty member may apply for promotion before the above referenced periods of consideration. The request for exception should be directed to the department chairperson by the individual requesting the exception. The URC will determine whether such exceptional circumstances warrant promotion for said faculty member. This request is then processed in the manner established for all recommendations for promotion. The burden of showing exceptionality of qualifications for consideration for promotion (with regard to any of the criteria) rests with the faculty member requesting the exception.

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 academic 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 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 is 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) Recommended; (ii) 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 member's 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 Provost/VPAA'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 member's workload shall be University responsibilities and need.

- 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.
- 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 contracts 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.
2. Performance-based pay increases to base salary may occur as set forth below.

B. Across-the-Board General Increases & Establishment of Performance-based bonus system.

Across the Board General Increases:

1. The University will pay a total of \$1,881,870 to all members of this bargaining unit as a one-time lump sum payment (not to be added to a faculty member's base compensation) and for which no TIAA-CREF contribution will be made, payable as follows:
 - Faculty who have been employed with the University since October 1, 2008 shall each receive \$11,588.00.

- Faculty who have been employed with the University since August 16, 2009 shall each receive \$9,270.00.
 - Faculty who have been employed with the University since August 16, 2010 shall each receive \$6,953.00.
 - Faculty who have been employed with the University since August 16, 2011 shall each receive \$4,635.00.
 - Faculty who have been employed with the University since August 16, 2012 shall each receive \$2,318.00.
 - Faculty who have been employed with the University since August 16, 2013 shall each receive \$0.
2. There will be a merit pool of \$274,110.00, which will be paid out as a one-time lump sum payment (not added to a faculty member's base salary), for which no TIAA-CREF contribution will be made. None of the merit pool money is discretionary. All faculty, including those who were on the Step Compensation System in Academic Years 2011-2012 and 2012-2013, are eligible for this merit pool. Each merit pool will be divided equally among all faculty members who received an evaluation of 3.0 or above in the Academic Year. Faculty members who were on the Step Compensation System shall have their evaluation for Academic Year 2011-2012 also applied to the Academic Year 2012-2013 merit pool.
 3. The University will provide a three percent (3%) cost-of-living ("COLA") increase, including a TIAA-CREF contribution, to all faculty employed by the University as of May 6, 2014, such payment to be added to the faculty member's base compensation.
 4. The University shall, in good faith, seek to budget One Hundred Thirty-Eight Thousand Dollars and No Cents (\$138,000.00) for a merit pool in fiscal year 2015, which, if funding is available, will be a one-time lump sum payment not added to a faculty member's base salary and for which no TIAA-CREF contribution will be made. The merit pool will be divided equally among all faculty members who received an evaluation of 3.0 or better. All faculty, including those who were on the Step Compensation System under the Sixth Master Agreement are eligible for this merit pool.
 - (a) If the merit pool is allocated based upon evaluations for Academic Year 2013-2014, faculty members who were on the Step Compensation System shall have their evaluation for Academic Year 2011-2012 applied.

- (b) If this merit pool is based on evaluations for Academic Year 2014-2015, pursuant to Article XV(G)(1), the evaluations for Academic Year 2014-2015 will apply for faculty.

Effective the 2015-16 academic year, pay increases shall exclusively be based on the following:

1. All performance-based bonuses shall be distributed based on the performance evaluation ratings (as set forth in Article XV) of eligible faculty for the most recent evaluation cycle.
2. A faculty member who receives a performance evaluation rating of "Outstanding" shall receive an increase to the base and a fixed bonus. A faculty member who receives a performance evaluation rating of "Distinguished" shall receive an increase to the base and a competitive bonus.
3. A faculty member who receives a performance evaluation rating of "Does Not Meet Professional Standards" or "Improvement Needed" may receive a General Development Fund Stipend but not an increase in salary.
4. A faculty member who receives a performance evaluation rating of "Meets Professional Standards" shall receive a standard increase in base pay.
5. If the parties do not reach an agreement on an 8th Master Agreement by September 30, 2015, the parties may separately meet solely for the purpose of attempting to negotiate a performance based bonus pool for Academic Year 2015-2016.

C. Salary Schedule

1. Effective the 2014-15 academic year, the pay bands will be as follows:
 - a. The Pay Band at the Assistant Professor level will be adjusted at the upper end by 15%, which is the equivalent of \$9,750.
 - b. The Pay Band at the Associate Professor level will be adjusted at the upper end by 15%, which is the equivalent of \$12,750.
 - c. The Pay Band at the Instructor level will be adjusted at the upper end by 15%, which is the equivalent of \$8,400.

No faculty member previously on the Step system will receive a salary increase based on these adjusted pay bands.

2. Effective Academic Year 2014-2015, all faculty members shall be on the Merit system.

3. If the District of Columbia gives and funds a cost-of-living (“COLA”) increase for this bargaining unit covering fiscal year 2015, the parties agree that the COLA increase shall be extended to the collectively-bargained employees in this unit.

D. 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 began teaching in or after the 2003-2004 academic year.

E. 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.

F. 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.

G. 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 shall be by direct deposit unless it is an off-cycle payment, in which case the check shall be processed through the cashier's office.

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.

H. 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 and Saturday 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.

I. 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 the date of this Agreement, except that faculty members will require only two approvals -- that of the Vice President of Human Resources (or his/her designee) and the faculty member's department chairperson -- to enroll in a course. This provision shall remain in force 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.

J. OVERLOAD COMPENSATION

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.
4. 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.

K. 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 P 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 at the time of retirement, death or disability.
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.

L. 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 to specifically assigned faculty no later than April 15 of each year. Summer contracts are for the following specific categories of faculty: (a) program directors with mandatory summer employment; (b) 9+2 employees with a mandatory two month summer contract; and (c) full-time bargaining unit faculty with summer teaching assignments. Faculty summer teaching assignments and contracts will be contingent on student enrollment.

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 his/her 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.

M. ANNUAL LEAVE

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

N. COMPENSATION FOR SABBATICAL LEAVE

1. Sabbatical leave salary shall be calculated based on a faculty member's then current salary 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.

O. 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.

P. 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.

Q. 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 whether the faculty member has a continuing contract. The notice shall reference this Agreement and shall be signed by an appropriate University Official.

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 member's 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 for requesting additional leave time because of "special 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 P.
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 K.

I. SABBATICAL LEAVE

1. See Article on Compensation Section N. 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 E. 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

ARTICLE XX - TRANSFERS

- 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 persons. 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 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 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 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.

ARTICLE XXI - REDUCTION IN FORCE

- A. Pursuant to Section 1-617.08(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 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 employee's 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 program 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.

ARTICLE XXII - NON-DISCRIMINATION/AFFIRMATIVE ACTION

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.

ARTICLE XXIII - OFFICIAL PERSONNEL FILE

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 than 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 research.

- 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 and maintain a joint committee of six members. The committee shall consist of three (3) members of the UDCFA/NEA, one of whom shall be an officer, and three (3) members of the Administration, to include the deputy for campus services, the deputy for public safety and one (1) other member to be appointed by the Provost and Vice President for Academic Affairs. The names and contact information for this Committee will be published and distributed to the University community.

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 twenty (20) days. 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.

ARTICLE XXIX - NEW FACULTY

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

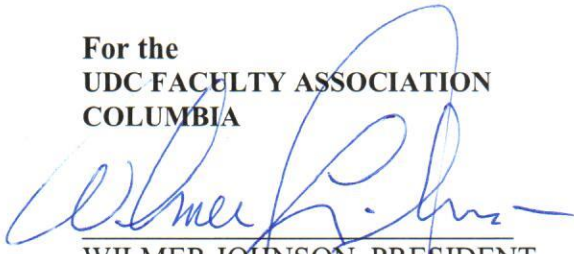
- A. This Agreement shall become effective fourteen (14) business days after D.C. Council approval or after any appeal has been exhausted, whichever is later.
- B. This Agreement shall terminate on September 30, 2015. The parties agree to commence negotiations for a successor Agreement on or before October 1, 2014. 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.

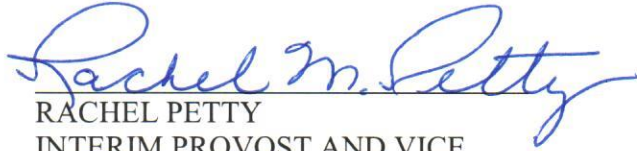
The cost of printing shall be borne by the University. The cost of preparing the Grievance Form and other forms necessary for the implementation of this Agreement shall be borne by the University.

**For the
UDC FACULTY ASSOCIATION
COLUMBIA**



WILMER JOHNSON, PRESIDENT
CHIEF NEGOTIATOR

**For the
UNIVERSITY OF THE DISTRICT OF**



RACHEL PETTY
INTERIM PROVOST AND VICE
PRESIDENT OF ACADEMIC AFFAIRS



BRENDA BROWN
VICE PRESIDENT



DARYAO KHATRI



JONATHAN AXELROD, ESQ.

Signed by all parties
May 22, 2015

WSACTIVELLP:7587519.1