

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF ADELPHI UNIVERSITY

and

THE ADELPHI UNIVERSITY CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY

PROFESSORS

SEPTEMBER 1, 2016 – AUGUST 31, 2021

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ARTICLE I: UNIVERSITY-UNION RELATIONSHIP

Section 1. Purpose

- a. The purpose of this Agreement is to provide the University and the Union with a clear statement of the procedures by which the members of the faculty and administration interact in the academic enterprise.
- b. The University and the Union agree to maintain the academic character of the University as an institution of higher education.
- c. The parties enter into this Agreement, and the University recognizes the Union as set forth below, to formalize the working terms and conditions of employment for the faculty and the Union's role within the Institution, as a collective bargaining representative under the National Labor Relations Act, as amended.

Section 2. Recognition

The University recognizes the Union as the exclusive representative of the personnel in the following bargaining unit:

INCLUDED: All full-time, regular part-time and adjunct faculty including library faculty, research associates, lecturers, University Professors, visiting faculty and any other part-time or half time faculty.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, chairs, unit heads, postdoctoral research fellows, support personnel such as counselors and technicians, the director of continuing education, the director and the associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the College of Nursing and Public Health, coaches except those who are engaged in full-time, adjunct, part-time or half-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

Section 3. Reservation of University Rights

- a. Except as specifically provided by a stated term of this Agreement, this Agreement shall not be deemed to impair or limit in any way the authority of the Board of Trustees or the officers of the University to manage and administer the affairs of the University.
- b. The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior agreements and understandings between the parties.

ARTICLE II: INFORMATION AND DATA

Section 1.

The University, through the Office of the Provost, shall make available to the Union, upon its written request and within a reasonable time thereafter, such statistics and financial information related to the collective bargaining unit as are necessary for the implementation of this Agreement. Whenever possible any information provided by the parties shall be in searchable electronic format. It is understood that this provision shall not be construed to require the University to compile information and statistics in the format and/or medium requested if not already so compiled or readily available.

Section 2.

The University, through the Office of Human Resources, shall provide to the Union the name, rank, salary, department, years in rank, tenure status and complete last known address of each member of the bargaining unit including all adjunct faculty who are teaching in the current academic year. This list shall indicate those faculty who are senior adjunct faculty. Such data shall be made available by October 1 of each year and, additionally, on March 1 for new adjunct faculty and mid-year full-time appointments.

Section 3.

By October 1 and March 1 of each year the University, through the Office of the Provost, shall provide the Union with filled-out workload sheets or their equivalents (including complete address) for each member of the bargaining unit. These workload sheets will be arranged by department, unit, school or library. Updated lists shall be provided by Dec. 1 and May 1.

Section 4.

At the time a new full-time faculty member is appointed and has signed and returned the original of his/her executed contract to the Office of the Provost, the Office of the Provost will provide a copy of that fully executed contract, which will include the full name and mailing address of the faculty member, to the Union.

Section 5.

The Union shall provide the Office of the Provost and the Associate Vice President for Human Resources and Labor Relations (the Associate Vice President for Human Resources) by September 15th of each year, a list of the names, addresses, and titles of all officers of the Union including members of the Union Steering Committee, and will keep such a list current.

Section 6.

Within fifteen (15) work days after receipt of notice that a faculty member has terminated his/her appointment at Adelphi for any reason whatsoever, including but not limited to retirement, disability, or death, the Office of the Provost shall provide the Union with the name of such faculty member.

Section 7.

The Office of the Provost shall forward to the Union copies of all termination notices of faculty members at the same time such notices are sent to the faculty member.

Section 8.

The Office of the Provost shall notify the Union of any change in status or title of a faculty member within fifteen (15) workdays after such change is determined.

Section 9.

Within fifteen (15) workdays of its acceptance by the Board of Trustees, the Office of the Provost shall provide the Union with a copy of the annual audited statement.

Section 10.

Within fifteen (15) workdays of any meeting of the Board of Trustees, the University shall provide the Union with a summary statement of all Board actions relating to faculty with regard to decisions on reappointment, promotion, tenure and sabbaticals.

Section 11.

Except as provided elsewhere in this Agreement, the Associate Vice President for Human Resources shall be responsible for initially receiving grievances which might arise under this Agreement.

Section 12.

By September 1st of each year, the Provost shall designate the individual, if such individual is not already listed in this agreement, who is responsible for complying with each of the requirements to furnish information as provided in this Article or elsewhere in this Agreement. If there is more than one such individual the University shall provide to the Union their names and the nature of the information for which they are responsible.

ARTICLE III: NONDISCRIMINATION

Section 1.

- a. The parties to this Agreement shall not discriminate against any employee covered by this Agreement in terms and conditions of employment because of sex (including pregnancy), race, age, sexual orientation, family responsibility, gender identity, national origin, creed, color, ethnicity, genetic predisposition, marital status, veteran status, carrier status, religious or political belief, disability, union activity or refraining from union activity, as defined by applicable local, state and federal law. Nothing herein is meant to protect any employee whose conduct is in violation of the law or to require Adelphi to provide benefits or accommodations not otherwise required by law or the agreement of the parties.

- b. The parties to this Agreement recognize and agree to exercise their best efforts to recruit and retain diverse candidates for all positions covered by this Agreement.

Section 2.

- a. A grievance alleging a violation of this Article, Title IX of the Civil Rights Act, or of the University's Anti-Harassment, Discrimination and Retaliation Policy, shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on the employee's behalf in any court or governmental agency, a charge, claim, complaint or suit, complaining of the action grieved, under applicable federal, state, or local law or regulation.
- b. No provision of this Article is intended or shall be construed to deprive an employee of any statutory right.

**ARTICLE IV: CHECK-OFF OF UNION (AAUP) DUES AND
USE OF FACILITIES**

Section 1.

The Union and the Administration agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the Union. The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit the originals of all newly signed cards by the 15th of each month to the Office of Human Resources. The University shall deduct dues in amounts certified by the Treasurer of the Union from time to time from the faculty member's paycheck either twice a month (in each pay period) or annually, at the option of the faculty member, and shall remit the receipts to the Union once each month. A change by a faculty member in the frequency of the deduction of dues shall commence only in the September paycheck.

A member of the collective bargaining unit may request exemption by right of conscience from payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Adelphi Chapter of the AAUP. Such affidavit shall be filed with the President of the University and the President of the AAUP and shall thereby exempt the collective bargaining unit member from the dues provisions of this agreement. Any such exempt person shall be required to contribute a sum equal to the dues to any campus use such as scholarships and library, but not to be used to modify salaries. These monies shall be distributed by the Administration.

Adjunct members of the collective bargaining unit are exempt from this clause.

A member of the bargaining unit who has authorized deductions may cancel such authorization by submitting to the Office of Human Resources and to the union written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this agreement, whichever comes first.

Section 2.

The Union shall be permitted to use the University's facilities and services, including campus mail, voice mail and e-mail for the transaction of Union business, provided that such utilization does not interrupt normal University operations. The Union shall reimburse the University for all standard service costs.

Section 3.

The University shall provide the Union with a suitable office on-campus including on-campus telephone service, access to a computer port and e-mail.

ARTICLE V: GRIEVANCE PROCEDURES & ARBITRATION

The orderly processes hereinafter set forth shall be the sole method for the resolution of all grievances.

Section 1. Definition

A grievance is an allegation by a faculty member, or the Union, that there has been a misinterpretation, breach, or improper application of any provision of this Agreement.

Section 2. Procedure

Grievances may be filed by a faculty member or by the Union on his/her behalf or by the Union on its behalf. A grievance must be filed in writing by letter or memorandum but not by electronic mail by a faculty member, or the Union within thirty (30) calendar days from the date of the alleged grievable occurrence. However, if the occurrence of the event being grieved is not immediately known to the Union the time within which to file a grievance shall be no later than 30 days from the date when the Union learns or should have learned of the occurrence by the exercise of due diligence.

Except as otherwise provided in the agreement, any grievance not processed in accordance with the time limits specified in this Article shall be deemed waived. The written grievance shall be a short, plain statement of the facts or events which are alleged to have violated the Agreement, and the relief sought.

The AAUP shall receive copies of any correspondence between the University and a faculty member pertaining to a grievance involving the faculty member. The Associate Vice President for Human Resources will be a copy recipient on all grievances filed with the Dean or with the Provost or his/her designee.

STEP 1:

All written grievances shall be filed with the appropriate Dean.

The Dean or his/her designee shall, within fifteen (15) calendar days of receipt of the grievance, meet with the authorized representative of the Union for the purpose of resolving the grievance.

The Dean or his/her designee shall, within fifteen (15) calendar days after completion of the grievance meeting(s), issue a decision to the Union. If the Dean does not respond within these time limits the grievance may be advanced to the next step.

STEP 2:

If the grievance has not been resolved at Step 1, then, within fifteen (15) calendar days after receipt of the written decision of the Dean or his/her designee, the Union may submit the grievance in writing to the Provost together with a copy of the Step 1 decision. The Provost or his/her designee shall, within fifteen (15) calendar days of the receipt of the grievance, meet with a representative of the Union for the purpose of hearing the grievance. The Provost or his/her designee shall, within fifteen (15) calendar days after the grievance hearing, issue a decision in writing to the Union. If the Provost does not respond within these time limits the grievance may be advanced to the next step.

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within 90 days, by hand delivery or return receipt mail, advise the University in writing, through the Office of the Provost or his/her designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within ten working days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

STEP 3:

If the grievance has not been settled at Step 2, then, within thirty (30) calendar days after receipt of the Step 2 written decision, the Union may demand arbitration by giving notice to that effect, by certified mail, directed to the American Arbitration Association and by regular mail or hand delivery to the Office of the Provost.

Elimination of Step 1:

In the event that the grievance involves action taken by the President or Provost or their designees, or effects a group of faculty members in two or more schools, the grievance may be filed in the first instance with the Provost or his designee, who shall process it in the manner set forth in Step 2.

Arbitration

The selection of the arbitrator and the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below:

- a. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement.
- b. A final decision or award of the arbitrator shall be final and binding upon the Union, the University and the faculty members affected thereby.

The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Section 3. The Grievance Procedure Concerning the Provisions For Peer Review

- a. Grievances concerning violations of Articles VII, VIII, IX, XI, XII, XIII, XVII, and XXII regarding reappointments, promotions, and tenure shall be filed by the affected faculty member or by the Union directly with the Office of the Provost.

A grievance must be filed with the Office of the Provost no later than thirty (30) days from receipt of notice by the Union from the University of the action(s) being grieved. Except as otherwise provided in this Agreement, any grievance not processed in accordance with the time limits specified in this Article shall be deemed waived. The written grievance shall be a short, plain statement of the facts or events alleged to have violated the Agreement, the section(s) of the agreement alleged to have been violated, and the relief sought.

Upon receipt of a written grievance, the Provost shall discuss the matter with the grievant and the Union and other relevant persons and shall make an effort to resolve the dispute. If no resolution can be reached within three (3) weeks from the Provost's receipt of the written grievance, the Provost shall advise the faculty member and the Union in writing of his/her decision on the matter. After receipt of such notice of non-resolution from the Provost, or after three (3) weeks have passed without such notice and without resolution, the Union may demand arbitration. A copy of any demand for arbitration shall be mailed directly to the Office of the Provost.

The arbitration shall be conducted expeditiously as provided for below, and shall be subject to the following:

1. The arbitrator shall have no authority to add to, subtract from, modify or amend the provisions of this Agreement.
2. The arbitrator shall not substitute his or her own academic judgment for that of any of the bodies or individuals responsible for exercising such judgment in the peer review process. The arbitrator is not empowered to decide any grievance on the basis of his/her own judgment as to whether an individual faculty member merits tenure, promotion, or reappointment. Any review by the arbitrator shall be limited to an assessment of whether there has been compliance with the terms of Articles VII, VIII, IX, XI, XII, XIII, XVII, and XXII. The arbitrator shall adhere to, and the arbitrator's powers shall be limited by the terms of Articles VII, VIII, IX, XI, XII, XIII, XVII, and XXII; more specifically, the arbitrator must adhere, and the arbitrator's power shall be limited by provisions in this Agreement which specify that only the Trustees may grant tenure and that the Trustees have the final authority on all decisions as to whether a promotion or reappointment should be granted. The Arbitrator shall not substitute his judgment for that of the University with regard to the grant or denial of a sabbatical leave or with regard to teaching assignments for non-tenure track faculty.

3. Where the arbitrator finds that there has been non-compliance with the terms of one or more of the above cited Articles (VII, VIII, IX, XI, XII, XIII, XVII, and XXII), the arbitrator shall order only such relief as is necessary to assure that the peer review process is carried out in conformity with the terms of those Articles.

Whenever the arbitrator finds that there has been a violation of the terms of Articles VII, VIII, IX, XI, XII, XIII, XVII, and XXII in a determination concerning a denial of a tenure application or a denial of a reappointment and orders that such determination be recommitted to the peer review process, the arbitrator may order retention of the affected faculty member, or salary continuance if retention is inappropriate, for such period of time as the arbitrator deems necessary in order that compliance with the terms of the peer review process may be effected. It is understood that such retention or salary continuance made in conformity with this paragraph is not inconsistent with the terms of paragraph 2 above.

4. A final decision or award of the arbitrator shall be final and binding on all affected parties.

5. The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses of witness(es), however, shall be borne by the party who calls the witness(es).

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within 90 days, by hand delivery or return receipt mail, advise the University in writing, through the Office of the Provost or his/her designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within ten working days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

This procedure shall constitute the sole and exclusive process by which disputes as to Articles VII, VIII, IX, XI, XII, XIII, XVII, and XXII are to be resolved.

Section 4. General Provisions

Wherever a time limit is provided in this Article, the Parties shall have the right to extend the period by mutual written consent. It is understood that the purpose of the procedure is to resolve grievances quickly, and that extensions shall be sought only for good cause.

- a. No request for the postponement of any date, no request for a time extension, and no request for a hearing adjournment shall be made for purposes of delay or to impede the arbitral process.
- b. After a party has obtained one postponement, extension, or adjournment in connection with such an arbitration, no additional postponement or adjournment shall be obtained by the same party except upon a showing of extenuating circumstances, including but not limited to, bona fide scheduling conflicts of the party's representatives, or except upon agreement of the parties.

All periods of time limitations shall be tolled during the period between the end of the Fall Semester and the beginning of the Spring Semester, and between the end of the Spring Semester and the beginning of the following Fall Semester.

- c. No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof. The right to initiate arbitration in accordance with the provisions of this Article V is limited to the Union. In the event that any claim is made at any time by any faculty member against the University under the provisions of this Agreement, any agreement or readjustment made by or between the Union and the University with respect to such dispute shall be final and binding upon the faculty member.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.

ARTICLE VI: NO STRIKES - NO LOCKOUTS

The University shall not engage in any lockout and neither the Union nor any faculty member or members, singly or in concert, shall authorize, condone, or engage in any strike, sympathy strike, slow-down, picketing, cessation of work, or other interference with the business of the University during the life of the Agreement.

It is understood and agreed that, as set forth in this Article, the term “sympathy strike” includes any work stoppage, discontinuance, demonstration on University owned or rented property (including the adjacent sidewalks), or failure to perform any faculty duty, at the assigned time or place, by faculty members covered by this Agreement (whether acting singly or in concert with others) because of picket line, strike, or boycott activity by individuals, employees, or groups not covered by this Agreement and whether or not directed against the University.

ARTICLE VII: ACADEMIC FREEDOM

The University and the Union subscribe to the following principles of full academic freedom for all members of the University community.

- a. Academic freedom is the right to engage in research, scholarship and other creative work and in the publication of the results, subject to the adequate performance of his/her academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. The faculty member is entitled to freedom in the classroom in teaching and discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
- c. The college or university teacher is a citizen, a member of a learned profession, employed in an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special

position in the community imposes special obligations. As a person of learning and an educator, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE VIII: APPOINTMENT AND REAPPOINTMENT OF FULL-TIME TENURE-TRACK FACULTY

Section 1. Principle of Peer Review

The University subscribes to the principle of peer evaluation, including external review, in order to maintain academic and professional standards of excellence. The responsibility for the evaluation of the credentials, performance and professional activities of all faculty members rests principally with their academic peers. Full-time members of the faculty shall be covered by the provisions of Articles VII, VIII, IX, XI, XII, XIII, XIX, and XXII.

Section 2. Minimum Qualifications

To be appointed to a probationary faculty position at Adelphi University, the following minimal qualifications by rank shall apply:

Assistant Professor: Have earned a terminal degree, usually a doctorate or other acceptable terminal degree and/or be deemed to have acceptable training and experience, as specified in the written criteria developed by the Unit's Peer Review Committee in consultation with the Dean and the Provost.

Associate Professor: Hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience, as specified in the written criteria developed by the Unit, the Dean, and the Provost; have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill; have noteworthy scholarly, artistic, or professional achievement appropriate to the candidate's discipline and rank; and demonstrate potential for continued academic and/or professional growth.

Professor: Hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience as specified in the written criteria developed by the Unit, the Dean, and the Provost; have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill; have noteworthy and substantial scholarly, artistic, or professional achievement appropriate to the candidate's discipline and rank, plus at least one of the following: outstanding accomplishment as a teacher or professional librarian, with continued excellent scholarship and service, or outstanding scholarly, artistic or professional achievement with continued excellent teaching and service.

Section 3. Procedures for Initial Appointment

Faculty positions shall be filled upon authorization by the President of a search for an appropriate candidate. Such authorization shall be based on the recommendation of a unit and Dean

concerning a unit's needs, as well as on the President's determination of institutional needs. Recommendations to the Board of Trustees for appointments to the faculty may be initiated by the faculty through a Unit Peer Review Committee (UPRC) and with the endorsement of the President, or by the President after endorsement of the UPRC committee of the unit(s) . The Dean shall forward to the Provost the recommendations of the UPRC, including any priority ranking of candidates, the credentials of the candidate(s) including at least three letters of recommendation solicited by the Dean or Chair from appropriate referees outside of Adelphi University, plus any other evidence of professional or scholarly achievement that the Provost may request. The Provost, after reviewing the recommendations submitted to him/her in the context of University-wide needs and goals, shall communicate his/her recommendation, along with all other recommendations, to the President. The President's determination shall be communicated, together with the recommendations communicated to him/her, to the Board of Trustees for final decision.

All initial full-time faculty appointments to a unit (department, library or school) shall be made, in writing, by the Provost and approved by the Board prior to the effective date of appointment.

In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have an appointment for the duration of that single semester.

However, where the Board does not approve the appointment for cause involving matters such as falsified credential or inaccurate curriculum vitae, the Board shall be under no obligation other than payment for work performed to that point.

Section 4. Joint Appointment

Upon recommendation by the President, the Provost, or Dean, a faculty member being recommended for or holding an appointment in one unit of the University may be considered for a secondary appointment in another unit.

- a. In cases where an initial appointment to the University is contemplated as a joint appointment, the procedures of Article VIII Section 3 and Article IX Section 3 shall be amplified as follows:
 1. The Provost, or if the search is for a joint appointment across departments within a School, the Dean shall establish a Search Committee composed of members of the appropriate units.
 2. In cases where a unit (department or school) has insufficient full-time faculty to be adequately represented on a joint appointment search committee, the Provost and the Faculty Committee on Retention, Tenure and Promotion (FCRTP) shall agree on members of faculty from other units to be named to serve on the Search Committee. The recommendations of such search committees to the appropriate dean(s) shall confirm in writing the nature of the joint appointment being recommended .

3. Recommendations of the Search Committee shall be forwarded to the UPRCs of both units for consideration. All joint appointments require the approval of both UPRCs or those chosen to act in their place.
 4. The names and supporting materials of candidates approved, as described above, shall be forwarded to the appropriate Dean(s).
- b. In cases where a member of the faculty already holding an appointment in one unit of the University is recommended for a joint appointment with another unit, the UPRC of the second unit shall be consulted and shall make a recommendation to the unit.
1. In cases where the second unit has an insufficient number of faculty to constitute a UPRC, the Provost and the FCRTF shall agree on the composition of a committee to serve in the role of a UPRC.
 2. A faculty member who already holds an appointment in a unit of the University shall not be recommended for a joint appointment with another unit without the consent of a majority of the faculty in the second unit.
 3. Recommendations for a joint appointment shall be forwarded to the appropriate Dean(s).
- c. At the time of appointment, the faculty member shall be given a written document from the Provost outlining the terms of the joint appointment, including the designation of a primary department/unit for practical purposes, and the faculty member's rights and responsibilities within both departments/units regarding:
1. Voting rights
 2. Service obligations
 3. Teaching obligations and assignment between departments/units
 4. Physical location of office
 5. UPRC procedures between departments/units

Section 5. Term of Appointment

All full-time faculty appointments, except visiting appointments and appointments due to medical and personal emergencies, shall be for no less than one year.

The period of probationary employment shall be a maximum of 7 (seven) years at Adelphi University and shall commence on the faculty member's first day of work at Adelphi in his/her initial year of a tenure track appointment regardless of the amount of credit for past service toward tenure the faculty member receives, if any.

A faculty member with comparable previous full-time service at another institution, may be granted “credit toward tenure” and the maximum probationary period may be reduced. The credit toward tenure shall be a time agreed to between the appointee and the Provost based, as a minimum, upon the appointee’s academic credentials and years of full-time service at another institution(s), shall be included in the initial appointment letter and is subject to approval by the Board of Trustees. Any such reduction in the probationary period shall reduce the length of the probationary period down from seven (7) years, however the first and second years of probationary employment at Adelphi are not affected by the granting of credit toward tenure. For purposes of reappointment and tenure review, scholarship of a faculty member created during the period for which they have been given credit shall be considered as part of their tenure portfolio.

Where reasonably practicable, agreement on the probationary period will be reached in advance of initial employment at Adelphi and stated in the initial contract. In all cases it will be stated in writing within a year, with a copy sent to the Union.

There shall be no presumption of reappointment during the period of probationary employment. A faculty member may be terminated for academic, programmatic, or institutional reasons.

Section 6. University Professor

The rank of University Professor is a tenured rank beyond that of Professor. Appointment as a University Professor is made only upon the recommendation of the President to the Board of Trustees and denotes exceptional achievement. To be considered for a University Professorship, an individual must have national or international prominence and a distinguished reputation within his or her field. The Faculty Committee on Retention, Tenure, and Promotion will expeditiously review any candidate for University Professorship and submit their recommendation to the President. At any one time, there shall be a maximum of 5 (five) University Professors at Adelphi University. The University Professors report directly to the President or his designee and receive their work assignments from him or her.

Section 7. Conditions of Appointment and Reappointment

The terms and conditions of every appointment to the faculty shall be stated in writing, and a copy of the appointment document shall be supplied to the faculty member, the chair and to his/her Dean. Reappointment shall not be presumed to be automatic; any subsequent extensions or modifications of an appointment shall be stated in writing, and a copy of the document shall be given to the faculty member, the chair and to his/her Dean.

Decisions to renew or not to renew probationary appointments shall be made by the Provost upon the recommendation of the Dean, or Chair (where applicable), and Unit Peer Review Committee and subject to the approval of the President and the Board. The Unit Peer Review Committee shall review all untenured members of the unit for reappointment following their own procedures as described in their Unit Peer Review Guidelines (see below). Subject to institutional needs and goals, and to the terms of the contract to be considered for renewal or non-renewal, recommendations for reappointment shall be based on merit.

Each department, library and/or School Unit Peer Review Committee, with the approval of its Dean, must submit to the FC RTP and to the Provost for their approval its Unit Peer Review

Guidelines. The professional expectations and criteria specified in the Unit Peer Review Guidelines must coincide with the criteria for appointment, reappointment, tenure, promotion, and emeritus status, indicated in Articles VIII, IX, XI, XII, XIII, XIX and XXII of this Agreement. However, given the differences in various disciplines and professions, it is expected that specific expectations may differ from department to department and school to school.

All faculty members must be apprised of these Guidelines and evaluated according to these Guidelines as well as the requirements and specifications of Articles VII, XI, XII, XIII, XIX and XXII of this Agreement.

Section 8. Applying for Non-Tenure-Track from Tenure-Track

Tenure-track faculty may apply for a non-tenure-track position. Applications to a non-tenure-track position must be made at the time the faculty member would normally be reviewed for reappointment. If such an application is made, it will be reviewed pursuant to the procedures governing the appointment and re-appointment of non-tenure-track faculty. Once an application for a non-tenure-track position has been made, the applicant cannot re-apply to the same tenure-track position to which he/she was originally appointed. In the event that appointment to a non-tenure-track position is not approved, the faculty member will be given a one year terminal contract.

Section 9. Notice of Reappointment

Notice of reappointment or non-reappointment shall normally be given in writing in accordance with the following schedule:

CLASSIFICATION	NOTICE TO BE GIVEN BY
In first year of full time probationary employment	six (6) months prior to the terminal date of employment
In second year of full time probationary employment*	eight (8) months prior to the terminal date of employment
In any year of probationary period beyond second year of full time employment*	one (1) year prior to the terminal date of employment

*The first and second years of probationary employment are not affected by the granting of time towards tenure.

In cases of non-reappointment, the Provost shall provide the faculty member with an explanation of the reason why reappointment was denied.

Section 10.

All untenured faculty shall receive, at appropriate times, a written timeline outlining all projected actions/dates of the UPRC, Chair, Dean and Provost and deadlines for actions required by the

faculty member. Tenure track faculty shall receive such a timeline after their initial year of appointment and at any time thereafter when there has been a change in their prior timeline. Non-tenure track faculty shall receive such a timeline after their initial year of appointment and at any time thereafter when there has been a change in the prior timeline. The AAUP shall receive a copy of such documents.

Section 11.

No employee with the faculty ranks shall be promoted or granted tenure without first being reviewed by the FC RTP.

ARTICLE IX: APPOINTMENT AND REAPPOINTMENT OF FULL-TIME NON-TENURE-TRACK FACULTY

Section 1. Principle of Peer Review

The University subscribes to the principle of peer evaluation in order to maintain academic and professional standards of excellence. The responsibility for the evaluation of the credentials, performance and professional activities of all faculty members rests principally with their academic peers.

Full-time members of the faculty shall be covered by the provisions of Articles VII, XI, and XIX.

Section 2.

In addition to the tenure track faculty, the University may appoint non tenure-track faculty as Visiting faculty, Clinical faculty or as Lecturers. By creating full-time non-tenure track positions, the goal is to allow students to benefit from the ranks of the full-time faculty including individuals whose qualifications and experience differ from those of traditional tenured and tenure-track faculty. Full-time non-tenure-track faculty shall have the same rights as full-time tenured and tenure-track faculty except that they will have no rights to tenure and no obligation with respect to scholarship. To help ensure that they can freely participate in shared governance, any faculty vote must, at the request of any full-time faculty member, be conducted by secret ballot.

In the College of Nursing and Public Health, such full-time non-tenure track faculty, in aggregate, shall not exceed seventy (70%) percent of the total full-time faculty in that Unit. In the Derner Institute, the Willumstad School of Business, the Ruth S. Ammon School of Education and the School of Social Work such full-time non-tenure track faculty shall not exceed, in aggregate, twenty percent (20%) percent of the total full-time faculty in those Units. In the College of Arts and Sciences, such full-time non-tenure track faculty shall not exceed, in aggregate, fifteen percent (15%) of the total full-time faculty in that Unit. In the event the University employs non-tenure track lines, during the period when such lines are used, and subject to the University maintaining a minimum enrollment of 7,450 total headcount (based upon the fall 21st day count as reported to IPEDS), the University shall maintain (as a minimum) 290 tenure track faculty (subject to minor temporary variation as employees leave and are hired). The University will provide to the AAUP, by the end of each semester, a report which details the percentage of course sections taught by each category of full-time, part-time, Visiting, Clinical faculty and Lecturers.

a. Visiting Appointments:

The full-time “visiting” rank shall designate an appointment of an individual under one of the following circumstances:

1. An individual who holds academic rank at another institution of higher education and is on leave of absence from that institution;
2. An individual who is from outside of higher education who brings to the university special skills or academic credentials, national or international prominence and/or professional achievement;
3. An individual who was hired under circumstances which precluded a search having been carried out.

Visitors may be appointed to the ranks of assistant, associate or full professors. All appointments to the visiting rank should indicate the rank of the “Visitor”.

b. Clinical Faculty:

The primary obligations for Clinical faculty include, but are not limited to: supervision of students in clinical, field, and practicum courses, teaching, mentoring/advising students, program/course design and implementation, community outreach, and engaging in service for the unit, college/school and university.

Clinical faculty are expected to have extensive current practical experience in their field and when possible an appropriate terminal degree. Exceptions to hiring clinical faculty without an appropriate terminal degree must be cleared through the Provost’s office. If candidates do not have an appropriate terminal degree, the minimum standards apply as follows:

Clinical faculty in the Ruth S. Ammon School of Education shall be required to have a least a Master’s degree and appropriate professional experience as established by the UPRC.

Clinical faculty in the College of Nursing and Public Health shall be required to have, at a minimum, a Master’s degree in Nursing or other health related field and appropriate professional credentials, experience and current activities as established by the UPRC.

Clinical faculty in the School of Social Work shall be required to have at least a Master’s degree in Social Work and appropriate professional credentials, experience and current activities as established by the UPRC.

Clinical faculty in the Robert B. Willumstad School of Business shall be required to have at least a Master’s degree in business or hold a current CPA or other appropriate professional credentials, have experience and current activities as established by the UPRC.

Clinical faculty may be terminated following the beginning of a class they are teaching for:

1. lack of teaching effectiveness;

2. failure to conform to written policies and practices (provided that in cases where a prior warning is appropriate, the faculty member had previously been advised of his or her failure to conform and been given an opportunity to demonstrate such performance).

Clinical faculty may not be renewed for a succeeding contract for any of the following reasons:

1. lack of enrollment
2. when qualified full-time tenured or tenure track faculty are underloaded
3. when full-time tenured or tenure track faculty full-time faculty must be substituted for reasons of accreditation or retraining
4. to accommodate changes in program or curriculum; or
5. when the University decides to assign such course or courses to a full-time tenured or tenure track faculty member.

c. Lecturers:

Lecturers are required to have appropriate educational credentials, usually at minimum a Master's degree corresponding to their subject matter and professional experience. The educational and professional criteria shall be developed by the relevant UPRC. The primary obligations of Lecturers shall be in the area of teaching but advising and service shall also be required. Lecturers may be appointed in any School or unit of the University, except for the library.

The faculty in the General Studies department shall be Lecturers, (not to be included in the limits set forth in Section 2), with all rights and responsibilities thereof. Their normal twelve (12) credit per semester workload shall be broken down as follows:

- Ten (10) credits of teaching
- Two (2) credits of tutoring and intensive advisement

The current work schedules (effective May 2016) and job descriptions for Lecturers in General Studies shall continue in effect.

The University will assign workload (teaching and non-teaching) to non-tenure track faculty so as to allow their qualifications and experience to benefit the students of the University.

Section 3. Requirements for Non-Tenure Track Appointments and Procedures for Initial Appointment

Non-tenure track faculty positions shall be filled upon authorization by the President of a search for an appropriate candidate. Such authorization shall be based on the recommendation of a unit and Dean concerning a unit's needs, as well as on the Provost's and the President's determination of institutional needs. Recommendations to the Board of Trustees for appointments to the faculty may be initiated by the faculty through a Unit Peer Review Committee (UPRC) and with the

endorsement of the President, or by the President after endorsement of the UPRC committee of the unit(s). Except with the approval of the Dean and the Provost, non-tenure track faculty will be hired with appropriate terminal degrees. Each UPRC shall establish standards and criteria for the appointment, reappointment and promotion of non-tenure track faculty. The Dean shall forward to the Provost the recommendations of the UPRC, including any priority ranking of candidates, the credentials of the candidate(s) including at least three letters of recommendation solicited by the Dean or Chair from appropriate referees outside of Adelphi University, plus any other evidence of professional or scholarly achievement that the Provost may request. The Provost, after reviewing the recommendations submitted to him/her in the context of University-wide needs and goals, shall communicate his/her recommendation, along with all other recommendations, to the President. The President's determination shall be communicated, together with the recommendations communicated to him/her, to the Board of Trustees for final decision.

All initial full-time faculty appointments to a unit (department, library or school) shall be made, in writing, by the Provost and approved by the Board prior to the effective date of appointment.

In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have an appointment for the duration of that single semester.

However, where the Board does not approve the appointment for cause involving matters such as falsified credential or inaccurate curriculum vitae, the Board shall be under no obligation other than payment for work performed to that point.

Section 4. Term of Appointment

- a. Visiting Faculty: Appointment to the visiting rank shall be for no more than 2 (two) years with a limit of 4 (four) consecutive years of service. When a visiting faculty member has been appointed under circumstances that preclude a search, such appointment shall be limited to a maximum of two (2) years.
- b. Clinical Faculty and Lecturers: Faculty hired in these lines shall receive three year renewable contracts. After six (6) years of full time service, Lecturers and/or Clinical Faculty may apply for promotion to Senior Lecturer/Associate Clinical faculty. If promoted the faculty member will be given a renewable five year contract. Lecturers and Clinical faculty who are not promoted may nevertheless be reappointed on three year renewable contracts. Faculty appointed in these lines shall be notified of non-renewal at least one year prior to the expiration of their contract and may request that the Provost or his/her designee review the reason for the decision not to renew their appointment.
- c. Applications for tenure track positions: Employment in a full-time non-tenure track position shall not preclude a faculty member from applying for a tenure-track position. For a full-time non-tenure track faculty member who applies and is accepted into a tenure-track position, time spent in the non-tenure track position will not normally be credited towards tenure but such a faculty member may request of the applicable Dean that such time be credited if accepted into a tenure-track position. In case of such a request, credit toward tenure shall be a time agreed to

between the appointee and the Provost based, as a minimum, upon the appointee's academic credentials and years of full-time service at Adelphi and shall be included in the initial appointment letter and is subject to approval by the Board of Trustees. Any such reduction in the probationary period shall reduce the length of the probationary period down from seven (7) years, however, notification timing in the first and second years of probationary employment at Adelphi are not affected by the granting of credit toward tenure.

Where reasonably practicable, agreement on the probationary period will be reached in advance of initial employment at Adelphi, and stated in the initial contract. In all cases it will be stated in writing within a year, with a copy sent to the Union.

Section 5. Conditions of Appointment and Reappointment

The terms and conditions of every appointment to the faculty shall be stated in writing, and a copy of the appointment document shall be supplied to the faculty member, the chair and to his/her Dean. Any subsequent extensions or modifications of an appointment shall be stated in writing, and a copy of the document shall be given to the faculty member, the chair and to his/her Dean.

Decisions to renew or not to renew non-tenure track appointments shall be made by the Provost upon the recommendation of the Dean, or Chair (where applicable), and Unit Peer Review Committee and subject to the approval of the President and the Board. The Unit Peer Review Committee shall review all non-tenure track members of the unit for reappointment following their own procedures as described in their Unit Peer Review Guidelines. Subject to institutional needs and goals, and to the terms of the contract to be considered for renewal or non-renewal, recommendations for reappointment shall be based on merit in the areas of teaching and service as determined by annual reviews.

Candidates for reappointment will be provided with a copy of all internal reports related to their review prior to their submission. A candidate who feels that any internal report is incomplete or inaccurate shall be given an opportunity to submit documentation to that effect. Prior to forwarding their report to the Provost, Deans shall meet with candidates for reappointment to review the Dean's report and discuss whether or not they will be recommending the candidate and address any inaccuracies in the report.

Each department, library and/or School Unit Peer Review Committee, with the approval of its Dean, must submit to the FC RTP and to the Provost for their approval its Unit Peer Review Guidelines. The professional expectations and criteria specified in the Unit Peer Review Guidelines must coincide with the criteria for appointment, reappointment, and promotion of this Agreement. However, given the differences in various disciplines and professions, it is expected that specific expectations may differ from department to department and school to school.

All faculty members must be apprised of these Guidelines and evaluated according to these Guidelines as well as the requirements and specifications of this Agreement.

Reappointment and promotion decisions should not take total required workload into account, e.g., all things being equal, preference for reappointment and promotion shall not be given to Lecturers solely on the basis of their larger workload contribution. Absent extenuating circumstances, the

length of time a faculty member has taught at Adelphi shall be considered amongst other criteria in reappointment and promotion decisions.

ARTICLE X: ADJUNCT FACULTY

Section 1. Appointment

The initiation of part-time (adjunct) appointments is the responsibility of the Dean or his/her designee. Such appointments shall be subject to review by the Dean and approval by the Provost prior to appointment.

All part-time teaching appointments shall be for a period of one semester, but adjunct library faculty may be appointed for the entire academic year, in either case with no presumption of reappointment (except as provided for under Section 4 with respect to Senior Adjunct Faculty).

Section 2. Types of Adjunct Faculty

- a. “Adjunct” Faculty: one who is employed in either semester or during summer sessions of the current academic year and who has been employed at least one semester in each of the last two academic years.
- b. “Senior Adjunct”: one who has been an adjunct faculty member and has been granted the title Senior Adjunct Faculty. To be eligible for the granting of this title, the adjunct faculty member must have taught or worked as a librarian at least one semester per year at the University for seven (7) consecutive academic years. The individual shall have the right to apply to his/her department, library or school for the title of “Senior Adjunct Faculty.” In those programs that have a trimester schedule, an adjunct faculty member must teach in at least two of the trimesters to maintain years of consecutive service.

Section 3. Senior Adjunct

- a. An Adjunct Faculty member who requests consideration for appointment as Senior Adjunct shall be evaluated on the basis of criteria and procedures previously established by the department, library or school, approved by the appropriate Dean and the Provost, and disseminated. The Provost may, from time to time, review the procedures and criteria and may require modification of them. A majority vote of the faculty of the department, library or school as well as the approval of the Dean and the Provost will be required for the granting of the title. An adjunct faculty member who does not request such evaluation or who is not granted the title Senior Adjunct Faculty remains an adjunct faculty member.
- b. The full-time faculty members of a department, library or school may propose to the chairperson or appropriate Dean the academic role, if any, and voting rights, if any, for Senior Adjunct Faculty. The absence of a statement of the academic role of Senior Adjunct faculty shall be taken to imply that no special role is associated with this status.

- c. Full-time faculty who retire during the life of this agreement and who are hired as Adjunct Faculty shall be automatically granted Senior Adjunct Faculty status, with corresponding pay and privileges. During the life of this agreement, there shall be a limit of seventy (70) Senior Adjunct Faculty positions. However, Senior Adjunct Faculty who have not taught any course or served as a faculty librarian for 18 months will be dropped from the list of Senior Adjunct Faculty and will not be counted in the total number of Senior Adjuncts. Deceased Senior Adjunct Faculty shall be removed from the list as soon as the University becomes aware of the death.
- d. The above procedure for attaining the title, and academic role, if any, of Senior Adjunct Faculty shall not apply to University College. The University College Academic Affairs Committee will evaluate adjunct faculty for promotion to Senior Adjunct status in accordance with its criteria. Additionally, the University College Academic Affairs Committee shall have primary responsibility for the development of the academic role, if any, associated with the title of Senior Adjunct Faculty, subject to the approval of the Dean and the Provost.

Section 4. Workload and Miscellaneous Matters

- a. No Adjunct Faculty member shall have his/her employment terminated (cancelled during the term of his contract, as distinct from non-renewal for subsequent teaching opportunities) by the University for reasons other than one or more of the following:
 - 1. lack of teaching effectiveness
 - 2. failure to conform to written policies and practices (provided that in cases where a prior warning is appropriate, the faculty member had previously been advised of his or her failure to conform and been given an opportunity to demonstrate such performance).

In addition, the University may, during the period between the time when any Adjunct Faculty member is provisionally provided with a teaching assignment and the time that that teaching assignment is scheduled to commence, retract that member's provisional teaching assignment for any of the two reasons above or the following reasons:

- 3. lack of enrollment
- 4. when qualified full-time faculty are underloaded
- 5. when full-time faculty must be substituted for reasons of accreditation or retraining
- 6. to accommodate changes in program or curriculum; or
- 7. when the University decides to assign such course or courses to a full-time faculty member.

Senior Adjunct Faculty members shall be entitled to continue teaching his/her most recent course so long as that course continues to be offered, except for reasons described in 1-7 above.

In the event that an Adjunct Faculty member is not going to be renewed and permitted to teach a course, the University agrees to notify him/her in as expeditious a fashion as circumstances reasonably permit.

- b. All Adjunct Faculty teaching assignments shall be made by the appropriate Dean or his designee, and approved by the Provost.
- c. Adjunct Faculty shall be informed in writing, at the time they are hired, of any changes in texts, curricula, schedules or other academic matters which affect courses they teach.
- d. The workload for Adjunct faculty members in the Ruth S. Ammon School of Education who are assigned supervision of student teachers shall be equated on the basis of five (5) students plus a seminar for three (3) credits. Adjunct Faculty in the Library shall be scheduled for up to 20 hours per week on a recurring weekly schedule which will be determined before the start of the academic year by the Dean in consultation with Library Faculty. When a scheduled work day falls on a holiday or on a day when the University is closed for an emergency, the Adjunct Faculty member in consultation with the Dean may substitute a different day in order to be able to complete their scheduled hours. Unless otherwise specified, Adjunct Faculty in the library will receive workload credit in the same manner as full-time faculty according to the provisions of Article XIV.
- e. The University will attempt to provide Adjunct Faculty members with adequate desk space, mailbox, and secretarial services. The University is committed to attempting to increase the availability of such facilities and services. In providing facilities to Adjunct Faculty, the needs of Senior Adjunct Faculty shall be given the highest priority. The University shall inform and train all Adjunct Faculty of the relevant policies and procedures that govern their employment and the discharge of their duties.
- f. The maximum workload for Adjunct Faculty members shall be nine credits in one semester with a maximum of 16 credits for the academic year. Upon request to the Union, an Adjunct Faculty member may be allowed to teach up to 18 credits for the academic year (9 credits in each fall or spring semester). Such approval shall not be unreasonably withheld. This limitation shall not apply to the College of Nursing and Public Health. Adjunct Faculty who teach in both the College of Nursing and Public Health and in another unit of the University shall not have their workload in the College of Nursing and Public Health counted towards the maximum workload limits stated above and immediately below.
- g. Any Adjunct Faculty member who is assigned a teaching load of eighteen (18) credits or more in an academic year shall be designated as a Temporary Lecturer

for each semester in which their teaching load is 18 credits or more in the second instance where such assignments are made. This provision shall not apply to the College of Nursing and Public Health.

- h. Adjunct Faculty shall schedule one (1) office hour per week per course taught at the site the class is taught, except that office hours for classes taught online may be virtual. The University shall undertake its best efforts to provide an office or other space for meetings between the adjunct faculty and students.
- i. Each Senior Adjunct Faculty member is encouraged to attend commencements, matriculations and faculty meetings. All Adjunct Faculty members are eligible to attend all University faculty meetings.

ARTICLE XI: CONTINUING REVIEW OF FACULTY

Section 1.

The development of the professional activities of the faculty in an institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations is to ensure that the educational goals and missions of the University are accomplished and to encourage the improvement of individual professional performance. An evaluation of professional activities shall be based on the faculty's total professional performance.

Section 2.

All faculty at Adelphi are reviewed as per the schedule below by their Deans and, more extensively, every five (5) years after tenure. The purpose of the more extensive review is twofold: to help each faculty member evaluate progress and identify future areas and emphases of performance significant to the faculty member, the department, and the University; second, to assess how the University and the department might better serve the faculty member's needs. The performance review occurs in three (3) stages:

- a. Annually for untenured faculty, and every two years for tenured faculty (but not for faculty in years where a faculty member is undergoing a reappointment, promotion or tenure review at the University level), each faculty member submits to the Dean the following:
 - 1. A brief statement of faculty activities for the preceding year, involving teaching/librarianship, scholarship and other professional activities, and service, normally in the form of an updated curriculum vitae.
 - 2. A performance plan for faculty activities for the next year, emphasizing teaching/librarianship, scholarship, service, and professional activity.
 - 3. A summary of the faculty member's views of his/her past and projected performance, including the faculty member's assessment of how well the department and the University have served and stand to serve his/her goals and needs.

- b. Student Evaluations. Student course evaluations shall be conducted and collected electronically. The evaluation instrument will become available electronically on the Adelphi Intranet during the last two weeks of the class. Students will fill out the form electronically. The results of the student evaluation survey will be available on the Adelphi Intranet with the following introduction:

These data were collected anonymously from students and do not necessarily reflect the perspective of the faculty and Administration of Adelphi University. For courses with only a small number of students, the results may not be representative of a majority of the class.

- c. Every five (5) years each Dean will initiate a peer observation process for each tenured faculty member within his/her school. The Dean and the UPRC will participate in this process with the faculty member.

1. Any modification to the current peer evaluation instrument for the assessment of teaching by faculty to be used by the peer evaluator (and the Dean if necessary) may be proposed by the administration or the Union. A representative committee of faculty will be appointed by the Faculty Senate to work with the Provost and the Deans to develop such modification(s). Each Unit/department may also modify the supplemental portion of the faculty evaluation for its own Unit/department through meetings of the Unit Peer Review Committee (UPRC) and the Dean. Any modifications must be sent to the Union.
2. Peer observations of teaching will use standardized procedures that have evidence of their reliability and validity. The current template will continue to be used for this purpose except upon mutual agreement of the parties.

The UPRC, Chair, Dean and faculty member to be observed will agree upon a list of tenured faculty members who may perform an observation. The Dean will then select a faculty member from the list to perform the observation. The observation report and the faculty member's response, if any, shall be forwarded to the UPRC. Normally, the UPRC will simply forward the observation to the Dean. If, however, the peer observation report identifies instructional concerns, the UPRC will forward the report to the Dean with specific recommendations for professional development.

3. In circumstances where recommendations for improvement are made, the faculty member shall be apprised that opportunities for professional development are available and shall participate in such opportunities. The faculty member may request reasonable funding to support their participation in such professional development. Such requests will not be unreasonably denied. The Union shall be provided with a report each year describing the professional development afforded to faculty under this Article.

(i) Where professional development is required, a second peer observation will be performed during the following school year by a second faculty member selected from the original list by the faculty member to be observed. The resulting report, with the faculty member's response, if any, shall be forwarded to the UPRC. The UPRC will forward the report to the Dean with a statement of whether or not the instructional concerns have been corrected.

(ii) If the instructional concerns have not been corrected, the Dean, upon notice, may observe the faculty member in order to determine the faculty member's need for additional professional development.

- d. Periodically, the Dean will personally review the observation report submitted under item 2 (above) with each faculty member.

Numerous studies have shown that the value of a faculty review system for both the faculty member and the University is a function of how well it is integrated with a professional development program. University resources will be committed to a faculty development program.

Twenty percent of the tenured faculty will undergo a peer observation each year according to XI.2. above, and will fall into a five year repeating cycle.

ARTICLE XII: PROMOTION - TENURE-TRACK FACULTY

Section 1. Eligibility

- a. For promotion to associate professor – at least 7 (seven) years of credited service.
- b. For promotion to full professor – at least 5 (five) years of service with Adelphi University in the rank of associate professor.
- c. The President may recommend in writing to the Board's Academic Affairs Committee, with a copy to the FC RTP, that these qualifications be waived.
- d. After three (3) years of full-time service at Adelphi University, a faculty member may apply for promotion to Associate Professor without tenure. The tenure evaluation would be conducted at the usual time (Article XIII).

Section 2. Criteria

- a. The criteria for promotion to Associate Professor are:
 1. possession of the appropriate terminal degree, usually a doctorate, or comparable professional training and experience;
 2. demonstrated ability as a teacher or professional librarian or equivalent professional skill;

3. noteworthy scholarly, artistic or professional achievements appropriate to the candidate's discipline and rank;
 4. service to the University (e.g., committee work, Faculty Senate, mentoring and service to the profession);
 5. demonstrated potential for continued academic and/or professional growth.
- b. The criteria for promotion to Full Professor are the same as those for Associate Professor. (Section 2 above). In addition, the candidate must demonstrate:
1. outstanding accomplishment as a teacher or professional librarian with continued excellent scholarship and service;
- or
2. outstanding scholarly, artistic, or professional achievements appropriate to the candidate's discipline and rank with continued noteworthy teaching and service.

The criteria of teaching or librarianship, scholarship and service are all important criteria for promotion, with teaching or librarianship and scholarship being primary consideration.

Section 3. Procedures

The responsibility for initiating an application for promotion shall normally rest with the faculty member.

Procedures for review for promotion to the rank of Professor shall be the same as those used in reviews for appointment with tenure set forth in Article XIII, Sections 2 and 3.

Candidates for promotion will be provided with a copy of all internal reports related to their review prior to submission at each phase. A candidate who believes that any report is incomplete or inaccurate shall be given an opportunity to submit timely documentation to that effect. Prior to forwarding their report to the FC RTP, Deans shall meet with candidates for promotion to review their report and discuss whether or not they will be recommended for promotion.

ARTICLE XIII: TENURE

Section 1. Definition of Tenure

Tenure can only be held in the ranks of Associate Professor, Professor and University Professor, except for individuals who currently hold tenure in another rank. Tenure is the most significant academic commitment made by the University. The University naturally seeks to appoint the best possible candidates to the tenured ranks. The possession of tenure shall mean that the faculty member so endowed shall hold continuous appointment until retirement except under circumstances and procedures described elsewhere. The award of tenure can be granted only by explicit action of the Board of Trustees. To be awarded tenure, a faculty member shall: (1) have

met the requirements for the rank of Associate Professor; (2) have the requisite number of years of non-tenured probationary service as a full-time faculty member at Adelphi University.

Implicit in the award of tenure is a reciprocity of obligation between the University and the tenured faculty member for the enhancement of the University.

Section 2. Criteria for Tenure

To be awarded tenure, a faculty member shall have met the requirements for the rank of Associate Professor. These are that he or she:

- a. Shall have the requisite number of years of non-tenured probationary service as a full-time faculty member at Adelphi University;
- b. Shall hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience, as specified in the written criteria developed by the Unit, the Dean, and the Provost;
- c. Have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill;
- d. Have noteworthy scholarly, artistic or professional achievements appropriate to the candidate's discipline and rank;
- e. Shall demonstrate potential for continued academic and/or professional growth;
- f. And, during his/her years at Adelphi University, shall have a satisfactory record of service to the University (including, but not limited to, service on unit and University committees and other bodies).

The criteria of teaching or librarianship, scholarship and service are all important criteria for promotion, with teaching or librarianship and scholarship being primary consideration.

Section 3. Procedures Pertaining to Tenure

- a. In the first semester of the sixth year of probationary full-time employment at Adelphi University, the work of each full-time probationary faculty member shall receive a full tenure review. Normally, a full-time faculty member at Adelphi University shall, by the last day of the sixth year of employment, receive notice from the President or his/her designee either that, effective at the start of the seventh year of employment the faculty member has been granted promotion to Associate Professor with tenure, or that the faculty member's appointment will terminate at the end of the seventh year. This schedule is subject to modification based on such circumstances as crediting of prior experience on initial employment.
- b. No tenure-track faculty member shall be retained for more than seven (7) years of full time service without a grant of tenure.

- c. Tenure does not automatically attach to initial employment at the ranks of Associate Professor or Professor. Subject to the approval of the Board of Trustees, the President, upon recommendation of the FC RTP, may recommend initial employment with tenure at these ranks.
- d. By the end of the fifth year of employment or employment plus credited prior service, the candidate shall provide a portfolio in the form of a completed Peer Evaluation Summary (PES), plus attachments, using the latest PES form approved by the FC RTP, for inclusion in his/her file. The portfolio shall include relevant evidence of the candidate's qualifications for tenure, including, but not limited to:
 - 1. an up-to-date curriculum vitae, including full pertinent biographical and bibliographical materials regarding the candidate.
 - 2. a "self-evaluation" written by the candidate explaining his/her goals and achievements in teaching or librarianship, in scholarship, and in University service.
 - 3. at least two peer observations of professional performance as specified in Article XI, as available.
 - 4. copies of manuscripts and scholarly publications or their equivalent relevant to the review.
 - 5. copies of syllabi, handouts (if any) defining assignments or other course expectations, and examinations for all courses taught by the candidate during the previous two years and such other samples as the candidate may choose and/or any documentation of professional librarianship.
- e. In addition to the portfolio the FC RTP and/or the Provost shall solicit no fewer than three (3) written evaluations of the faculty member's scholarly and/or artistic work from scholars selected jointly by the Provost and the dean of the faculty member's unit and the unit peer review committee.

The criteria to be used in evaluations for tenure shall be those specified for initial appointment to Associate Professor as well as the criteria for reappointment. Considerations of institutional need shall not pertain to evaluations for tenure except where the Board of Trustees, for compelling reasons stated in writing, concludes it cannot accede to a recommendation for tenure on institutional grounds rather than merit.

Candidates for tenure will be provided with a copy of all internal reports related to their review prior to their submission at each phase. A candidate who believes that any report is incomplete or inaccurate shall be given an opportunity to submit timely documentation to that effect. Prior to forwarding their report to the FC RTP, Deans shall meet with candidates for tenure to review their report and discuss whether or not they will be recommending the candidate.

Section 4. FC RTP Role in the Granting of Tenure

- a. Faculty eligible for tenure shall be initially reviewed by their Unit Peer Review Committee. The Unit Peer Review Committee's recommendation, along with that of the department Chair, where a Chair exists, shall be forwarded for review and recommendation to the appropriate Dean, who shall forward his/her recommendation, together with all other recommendations, to the FC RTP.
- b. The Provost shall review the recommendations transmitted to him/her by the Unit Peer Review Committee, Chair (where applicable), Dean, and FC RTP, and shall make his/her own recommendation. The Provost's recommendation, together with the recommendations communicated to him/her, shall be submitted to the President. The President shall review the material and recommendations submitted to him/her and such additional material or consultations he/she deems necessary prior to making his/her determination. The President's determination, together with the recommendations submitted to him/her shall be communicated to the Board of Trustees for a final decision.
- c. In instances where there is disagreement on recommendations on tenure between the FC RTP and the Provost or President, the Chair of the FC RTP shall be given a copy of the report containing the Provost's or President's recommendation to the Board of Trustees, including such additional material as he/she may have consulted. Thereafter, the Chair and up to two other members of the FC RTP shall have the right to appear in person before the Academic Affairs Committee of the Board of Trustees to present the case for the FC RTP's recommendations, prior to the Board's acting on tenure.

Section 5. Faculty Committee on Retention, Tenure, and Promotion – Organization

- a. The Faculty Committee on Retention, Tenure, and Promotion shall consist of at least ten (10) elected, tenured members of the faculty who are not at the time of their election being considered for promotion in rank or sabbatical, and shall be composed of at least one (1) member elected from the following six (6) units of the university; the Willumstad School of Business, the College of Nursing and Public Health, the Ruth S. Ammon School of Social Work, the Derner Institute of Advanced Psychological Studies, the Library, and the School of Education, at least two members elected by the College of Arts and Sciences and two representatives elected at large. Additional members may be added with the consent of the Provost.
- b. The term of office shall be three years, excepting that a member who at any time before the expiration of this term finds himself/herself under consideration for promotion in rank shall immediately resign from the Committee and his or her place be filled for the duration of the unexpired term by another tenured member of the faculty, who whenever possible should be elected from the same unit of the University as the member who resigned.

- c. A faculty member who has served for at least eighteen consecutive calendar months shall not be eligible for election to any term beginning less than two (2) years from the date of the expiration of his or her service on the committee.
- d. In cases where a member of the Committee has applied for sabbatical leave, he or she shall absent himself or herself from all proceedings pertaining to sabbatical leaves.
- e. The FC RTP may invite any person, including the Provost and/or the appropriate Administrative Officer, the candidate and/or the Chair of the UPRC whom it considers helpful to its deliberations, to meet with it at any time.

In conducting their reviews, the members of the Faculty Committee on Retention, Tenure, and Promotion shall be guided by that Committee's operating procedures, which shall be established in concurrence with the Provost, and reviewed periodically. The Committee's operating procedures and any revisions of those procedures shall be distributed to all full-time faculty through posting on the Faculty web portal.

ARTICLE XIV: WORKLOAD

Section 1. Workload for Librarians

- a. Library faculty shall normally work one hundred ninety-five (195) days distributed throughout the academic year, September 1 through August 31. No librarian shall work both weekend days (Saturday and Sunday) on a recurrent basis. To facilitate scholarship and other professional activity, each member of the library faculty is entitled to five (5) off-campus research release days per year.
- b. Given the professional nature of the library faculty members' duties and responsibilities, librarians should participate in University service, other University activities, and professional service external to the University, recognizing they must otherwise meet their responsibilities (including any date and time specific responsibilities such as teaching, research/reference consultations, etc.) as part of the workload of the normal work year.
- c. Each librarian shall work thirty-five (35) hours per week. To enable librarians to fulfill professional obligations outside of the 9 a.m. to 5 p.m. business hours of the library, a librarian's starting times may be flexed during such weeks (or other weeks within the pay period) when a librarian's professional obligations necessitate work outside of the normal business hours of the library (i.e., teaching classes before 9 a.m. or after 5 p.m.).
- d. The schedules and work assignments of the librarians shall be determined by the Dean in consultation with the faculty in such manner as to provide necessary and appropriate staffing of the Libraries' services and operations in support of the academic programs offered during the day, evening and weekends, all sessions and special programs of the University. Scheduling shall also take into account the

scholarly, service, and other professional obligations of library faculty associated with the University.

- e. The sixty-five (65) days not worked by each librarian shall be charged to one of the following categories of leave: (1) vacation, (2) personal days to handle personal business or personal emergencies (e.g., family illness), (3) holidays (including energy days) when the University is officially closed. Sick days, bereavement days and professional development days shall be counted as workdays with the approval of the dean. Sick days, bereavement days and days not worked due to personal emergency shall be reported to the Dean immediately.
- f. Requests for all vacation days and professional development days shall be submitted to the Dean for his/her approval well in advance. The “vacation year” is September 1 through August 31. Vacation time earned during a vacation year must be used by August 31 of the same vacation year in which it is earned. If, however, a Librarian has approved vacation time scheduled and due to business reasons is required by the University to work during that scheduled time, and is unable to complete her/his vacation entitlement before August 31 of the same vacation year, the Librarian may take the vacation after August 31, provided that, at the latest, vacation is completed by September 30 of the same calendar year. Payout for accrued but unused vacation days for Librarians who resign or are terminated shall be calculated based upon a pro rata ratio of days worked during a normal work year to the length of time worked during the year in which a librarian resigns or is terminated.
- g. Inclement weather and emergency closings. The library shall normally be closed when classes are cancelled and academic administrative offices are closed.

Section 2. Workload for Full-time Teaching Members of the Faculty Bargaining Unit

- a. Work Year: The University operates during its entire fiscal year which is from September 1 through August 31. Except for specified periods of leave as provided by this Agreement, full-time teaching members of the bargaining unit shall, upon adequate notice, be available for assignment to professional activities during the entire year.
- b. Academic Year: Faculty members are paid an annual salary for the period of September 1 to August 31. However, except as specified below, they are assigned teaching and other professional responsibilities during the academic year which normally extends from the beginning of the fourth week in August or from the first day of the Fall semester orientation/registration, whichever comes last, until June 1 or commencement, whichever comes first.
- c. Non-teaching Duties: All full time faculty members shall perform during the academic year non-teaching duties and functions associated with their academic status. With adequate notice, faculty members shall participate in orientation and

registration of students as assigned by the Chair or Dean, and in admissions and recruitment events and activities. Faculty members shall participate in committees, attend faculty meetings, convocations, matriculations and commencement, continue their professional growth, and provide Department, Library, School, and University administrators with administrative assistance.

- d. E-Mail responsibilities: A faculty member is expected to access his/her Adelphi e-mail account on a regular basis during any semesters when he/she is teaching, and to communicate with students during such times. Faculty members also are responsible for reading and understanding the content of official University communications sent to their University e-mail accounts.
- e. Required Teaching Workload:
 - 1. The normal teaching workload for a full-time faculty member shall be eighteen (18) teaching credit hours during the academic year. Independent study and advising of graduate theses shall not carry any teaching credit hours except as specified in Section 3. below. The teaching workload for full-time Lecturers shall be twenty-four (24) teaching credit hours. Non-tenure-track faculty are not required to engage in research or scholarship.
 - 2. The teaching workload will be appropriately and equitably allocated by the Dean with the approval of the Provost, to meet educational, administrative or other institutional need. These include, but are not limited to: active involvement in research and/or publications or equivalent creative, clinical, or professional activities, unusually demanding courses, and the performance of essential administrative duties.
 - 3. Library faculty who teach credit-bearing courses shall be compensated at the prevailing overload rate (per credit).
- f. Assignment of Work:
 - 1. Institutional and student needs shall be the primary factor in the distribution of courses within a department, or school and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes and the allocation of day and evening sections. Full-time tenure-track faculty, where qualified, shall receive precedence in the assignment of a full teaching workload over full-time non-tenure track faculty and adjuncts. Full-time non-tenure track faculty shall receive precedence in assignment of a full-time teaching workload over adjuncts.
 - 2. The Department or School's schedule of classes and teaching assignments, including independent study, shall be prepared, after consultation with the faculty, by the Department Chair, or Dean and approved by the Provost or his/her designee, prior to implementation.

3. Should there be a serious difference of opinion between a faculty member and the Department Chair over an assignment of courses, the Dean shall resolve the matter. If levels of academic and professional expertise are in dispute, the Dean shall, in consultation with the Unit Peer Review Committee, decide the issue. The Dean's decision may be appealed to the Provost.
4. Assignment of a faculty member's regular workload shall be at any designated University location (instructional site) but no faculty member shall be required to teach at more than two (2) separate sites on any one day. If a faculty member is assigned to teach at any two separate University instructional sites on the same day and does so, he/she shall be compensated for travel between those sites at the standard IRS rate per mile. To receive payment for mileage, a faculty members must submit an appropriately completed and signed expense report to her/his Dean for approval and submission to the Accounts Payable Office from which checks are issued.
5. The faculty members of a department, library or school shall be notified of their teaching assignments as soon as feasible. Changes in a faculty member's program may be made if necessary. In making such changes, the Chair, Dean or other appropriate University officer shall consult with the affected member in the interest of arriving at the best solution for all parties concerned. When a change has been effected, it shall be put in writing and dated and signed by the appropriate University officer.
6. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may shift courses of base load from the Fall semester to the Spring semester or vice versa.
7. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may substitute the summer session (Summer I and II) for either a Fall semester or a Spring semester.
8. At the request of a faculty member, and with the approval of the Department Chair and Dean, part of a faculty member's workload may be shifted to teaching assignments during summer sessions. Approval of such requests will not be unreasonably withheld.
9. No faculty member shall be assigned teaching or other University obligations on more than five (5) days in any week (Monday through Sunday), nor shall a faculty member be assigned teaching or recurrent other University obligations on both weekend days (Saturday and Sunday) of the same week.

g. Underload/Overload:

1. An underload occurs when a full-time faculty member's teaching workload is less than eighteen (18) or in the case of Lecturers, twenty-four (24) credit

hours per academic year. If an underload occurs, it shall be made up during the following summer, fall or spring semester. If reasonable work is assigned and the underload is not made up as stipulated above, the faculty member's salary shall be reduced, by the current overload rate, to reflect the underload. No faculty member shall be required to make up an underload during the summer.

Faculty members required to make up underloads shall make up such underloads in a department or departments within the School or in any program of the University where there are courses available which the faculty member is qualified to teach or where appropriate substitute duties are available.

Underloaded full-time tenure-track faculty members shall be given priority for courses that they are qualified to teach over faculty members who are overloaded and/or non-tenure track faculty or adjuncts. Under no circumstances may otherwise qualified tenured and tenure-track faculty be involuntarily underloaded by full-time non-tenure track faculty or adjunct faculty.

An overload occurs when, subject to the approval of the Provost, and with the consent of the full-time faculty member, a full-time faculty member's workload is more than eighteen (18) teaching credit hours during the academic year.

2. No faculty member may combine released time and overload teaching without prior approval of the Dean and Provost.

h. Voluntary Workload Reduction:

Full-time faculty who request a voluntary reduction in workload for personal emergency circumstances must request a workload reduction in writing, stating the reason for the request. The Dean and the Provost must approve all such requests. Except for conditions beyond the control of the faculty member, all such requests shall be made sufficiently in advance so as to provide the University with time to find a replacement, if necessary. If a reduction in workload is granted, the faculty member's annual salary will be reduced by 10% for a 3 credit reduction in load or 3.33% for each credit of load reduction up to four.

In the event of the birth or adoption of a child by a probationary faculty member who requests a voluntary workload reduction, the following provisions will apply:

1. Subject to the provisions hereafter, the probationary period of a faculty member may be extended by the faculty member a maximum of two times (limited to a single one year extension for each birth or adoption).
2. Each extension will be for one year (12 months) only.

3. With the exception of the initial appointment contract, the length of the reappointment contract will be extended by one year.
 4. During the initial contract, the faculty member will undergo the reappointment review regardless of family circumstance. If the faculty member is recommended for reappointment, the current contract period will be extended by one year before the reappointment contract becomes effective. If the faculty member is not recommended for reappointment the terms of the original contract would be in effect and no extension will be effective.
 5. A faculty member must notify her/his Dean, in writing, that s/he is exercising this option within one year of the birth or finalization of adoption. The Dean will notify the Office of the Provost.
 6. A notice by a faculty member to his/her Dean of his/her election of an extension of the probationary period is irrevocable.
- i. Full-time faculty who leave the employ of the University at the end of the Fall semester will be paid one-half of their base annual salary in effect for that semester. Likewise, faculty members who commence work in the Spring semester will be paid one-half of their base annual salary over the eight (8) month period January through August.
- Faculty who leave the employ of the University during a semester will be paid through the end of the month in which they cease working.
- j. From time to time a full time faculty member may be assigned administrative responsibilities for which he/she receives workload credits. Eight (8) hours of administrative work per week equals three (3) teaching credits. In cases where such assignments amount to 50% or more of baseload, the faculty member who accepts such administrative assignment should assume that time spent on such assignment shall not be credited towards tenure, promotion or leave unless otherwise specified through consultation with the AAUP, the Provost, and the Faculty Committee on Retention, Tenure and Promotion. A written statement regarding the determination made as to whether any or all of the time shall be credited shall be provided to the faculty member and placed in the faculty member's personnel file. A copy of all such determinations will be provided to the AAUP. Pre-tenure faculty will normally not be asked to take on major administrative assignments beyond a regular teaching load.

Section 3. Special Workload Situations

- a. No faculty member shall be compensated additionally or given extra credit for student advisement or mentoring.

- b. Certain special assignments may, at the discretion of the University, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.
- c. Derner Institute for Advanced Psychological Studies
 - 1. The standard workload shall be as specified in Section 2 of this Article, which shall be understood to mean that each full-time faculty member shall teach a minimum of three (3) graduate and/or undergraduate lecture classes per academic year.
 - 2. To fulfill the required normal teaching workload for a full-time faculty member in the Derner Institute, the Dean shall also assign each full-time faculty member per semester one or more of the following: additional classroom teaching, research work group(s) with a minimum of six (6) students per group for three (3) workload credits, clinical supervision of a minimum of four (4) students for three (3) workload credits, active dissertation supervision of students who are each registered for a minimum of three (3) credit hours of graduate work and engaged in doing accepted research or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation supervision shall not exceed six (6) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.
- d. Ruth S. Ammon School of Education

The standard workload shall be as specified in Section 2 of this Article. Supervision of student teachers in the graduate physical and health education programs shall be equated on the basis of six (6) students plus a seminar or nine (9) students without a seminar for three (3) credits. Members of the full-time tenure track faculty shall not supervise student teachers for more than three teaching credits in any given semester, except upon request of the Dean and approval by the Provost.

Two-Semester Residency or Internship: Faculty supervising students in two-semester internship or teacher programs through which students spend two continuous semesters in classrooms, full time, under the guidance of a University faculty member and P12 mentor will earn one (1) credit per student, per semester. Supervisors will spend one day per week in the partner school, mentoring students, managing the clinical experience for the cohort, observing student teachers and potential mentor teachers, and nurturing the school partnership. A weekly, two-hour seminar will be facilitated with students to deepen learning of professional skills in teaching.
- e. School of Social Work

The standard workload shall be as specified in Section 2 of this Article. Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours each of graduate work and engaged in doing accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation supervision shall not exceed six (6) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.

Faculty Field Liaison (formerly known as Faculty Supervision of Field Internship):

Ten (10) Students = 3 credits

Faculty Field Instruction (formerly known as Faculty Supervision of Internship):

Five (5) Students = 3 credits

Seminar in Field Instruction = 3 credits

f. College of Arts and Sciences

The standard workload shall be as specified in Section 2 of this Article, with the following exception:

1. Each faculty member responsible for the production of one of 6 annual dance or drama performances shall receive three (3) workload credits.
2. A full-time faculty member teaching laboratory sections in Biology, Chemistry, Earth Science, Environmental Studies, Computer Science or Physics shall receive 1 teaching workload credit for each of the first three (3) laboratory contact hours and 1/2 teaching workload credit for each contact hour in excess of three (3) when he/she is present for the full contact hour, up to a maximum of five (5) teaching credit hours for any laboratory.

Faculty members who coordinate the laboratories in classes with four or more laboratory sections being taught by multiple faculty members shall receive 1 teaching credit for every 6 laboratory sections they supervise, up to a maximum of 3 teaching credits per semester. Such coordination shall be understood to include determining the schedule of laboratories, arranging meetings of the laboratory instructors, supervising teaching assistants, coordinating grading and grade submission, and other duties necessary for the smooth running of the laboratory as a whole. If a laboratory carries no credit for a student the laboratory coordinator shall receive 1/2 credit towards load.

3. Active masters' thesis or project supervision may be included in base load and refers to supervision of students registered for at least three (3) credit-

hours of graduate work (one student equaling .5 workload credits with a maximum of six (6) credits per year). Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours of graduate work and engaged in accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation shall not exceed six (6) semesters; masters' thesis supervision shall not exceed two (2) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.

g. The College of Nursing and Public Health

The standard workload shall be as specified in Section 2 of this Article. Active masters' thesis or project supervision may be included in base load and refers to supervision of students registered for at least three (3) credit-hours of graduate work (one student equaling .5 workload credits with a maximum of six (6) credits per year). Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours of graduate work and engaged in accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation shall not exceed six (6) semesters; masters' thesis supervision shall not exceed two (2) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester. A faculty member teaching the clinical courses shall receive one teaching workload credit for each of the first three (3) clinical contact hours and one-half teaching workload credit for each contact hour in excess of three. Full time, tenure-track faculty members will not be obligated to teach more than one clinical course per year but may elect to do so. Clinical faculty will not be subject to this limitation.

h. The President, Provost, Vice, Associate and Assistant Provosts, Academic Vice-Presidents, Deans, Associate and Assistant Deans, Directors and Department Chairs who are also members of the faculty may participate fully in the instructional and research programs of the University by engaging in such activities as teaching courses, conducting research, providing student advisement, and providing professional librarian services in the University Libraries. Notwithstanding the foregoing, it is understood that such activities shall not constitute the primary responsibility of the President, Provost, Vice, Associate and Assistant Provosts, Academic Vice Presidents, Deans, Associate Deans and Assistant Deans. With the exception of Department Chairs, no individual whose position is mentioned in this paragraph shall engage in teaching or providing professional librarian services if doing so results in a full-time faculty member having an underload or being assigned courses in a unit other than his/her home unit.

i. Independent Study

A faculty member teaching independent study will be compensated at the rate of \$200 per student credit hour. Only faculty members who otherwise do not have a full workload may apply independent study to their base workload (.5 credits for each student registered for 3 credits). No faculty member will get more than (i) 3 credits per academic year toward their workload, or (ii) six students of Independent Study per semester, or (iii) a total of ten students in an academic year.

If a course is cancelled for insufficient registration, students may be permitted by the University to register for a tutorial which will cover the same material as contained in the syllabus for the cancelled course. Faculty will be paid \$200 per credit for each student in a tutorial course.

A faculty member who is the thesis advisor for an Honors College student registered for course #0083-490 Honors – Thesis in Liberal Studies shall receive a one-time stipend of \$300. This stipend will be paid in the semester the student first registers for this course and will not be paid in subsequent semesters if the student re-registers for the same course. Honors College thesis supervision cannot be used to meet workload requirements.

Section 4. Release Time

a. “Release time” means reduction of the normal teaching workload. Released time may be granted by the University for academic and/or administrative purposes. Unit members who are granted released time shall not be eligible to teach overloads without the approval of the Provost.

b. The following released time shall be granted by the University in each regular semester (except as noted below):

- | | | |
|----|-----------------------|--------------------|
| 1. | Chair, Faculty Senate | 3 credits |
| 2. | President of the AAUP | 3 credits |
| 3. | Designee of the AAUP | 3 credits |
| 4. | Chair, F.C.R.T.P. | 3 credits |
| 5. | Secretary, F.C.R.T.P | 3 credits per year |
| 6. | Chair, F.S.C.A.A. | 3 credits per year |

If the Provost grants the FCRTTP an amount of release time greater than that specified in the contract (above), the AAUP will be notified of the change.

- c. In addition, during the year of the contract negotiations, the negotiating committee for the AAUP will be granted up to a total of 12 credits release time. The AAUP will reimburse the University for these 12 credits at the prevailing PTOL rate.
- d. Library faculty are eligible for inclusion in the application process with 3 credits of release time equaling 10% of the library faculty workload.

Section 5. General Faculty Obligations

- a. Faculty may not engage in any behaviors, including speech, in the classroom or when otherwise engaging in their professional activities, towards a single student or group of students that would create a hostile or threatening environment within the classroom or within the University, including but not limited to language or inappropriate terms to refer to individuals or groups of individuals with reference to sex (including pregnancy, family responsibility and gender identity), race, age, sexual orientation, gender orientation, national origin, creed, color, ethnicity, genetic predisposition, marital status, veteran status, carrier status, religious or political belief, disability, union activity or refraining from union activity, or treat students differently due to their having or being perceived to have such characteristics. Notwithstanding the foregoing, the University recognizes that course content and curriculum as well as professional activities may require that faculty address issues related to such protected categories and legitimately and permissibly use language and terms and/or voice opinions that some individuals may consider controversial or offensive.
- b. Each full-time faculty member shall hold a minimum of four (4) office hours per week when classes are in session. At least one (1) hour will be scheduled on three different days per week. Faculty members working a reduced load shall be allowed to reduce their office hours in a proportionate fashion. Office hours are to be scheduled to serve the interests of the students and as such should be consistent with the academic needs of the department, or school. Wherever possible office hours shall be scheduled at the same site as the faculty member's classes. A full-time faculty member may apply to the Dean for an exception to this requirement. Such approval shall not be unreasonably withheld.

Faculty teaching during evening hours shall schedule some of their office hours during the evening. Office hours shall be approved by the Dean and submitted by faculty on the first day of classes in each semester, or as soon thereafter as practicable. Faculty will fill out and submit the Faculty Obligation Form (Appendix C) on the Adelphi intranet and post their hours on their office door.

- c. Faculty members shall provide advisement and academic counseling to students. At times of advisement and pre-registration as established in the academic calendar, faculty members assigned to these duties by their Dean shall make additional office hours available if necessary. In addition, upon adequate notice, faculty members shall perform advising and other duties during general registration, placement and

recruitment events. The University shall provide to faculty advisors necessary information and materials.

- d. Faculty are professionally obligated to fulfill their duties as professors and university citizens. As such, faculty shall spend sufficient time on-site at one of the university's locations to carry out their professional activities, such as advising/mentoring students, teaching, helping with student success, conducting research, holding office hours, providing university service, assisting with enrollment, program design, committee work, and generally contributing to university life. A faculty member should spend, at a minimum, at least three (3) days on the main campus (Garden City) or one of the other university locations. Additionally, faculty members shall be available, with adequate notice, for other university activities such as meetings, advising, recruitment, faculty senate, and so forth. A full-time faculty member may apply to the dean for an exception to these requirements.
- e. Faculty members shall not shorten, lengthen, cancel, add, or reschedule classes. Adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed. Faculty who anticipate being absent due to their religious beliefs or observances must notify the Dean at the start of the semester. In the event of any absence the faculty member shall notify the Department Chair, head and/or Dean as soon as it becomes apparent the faculty member will miss a class meeting, or if unavailable, by notifying the appropriate secretary. In the event a class meeting is missed as a result of the absence of the faculty member, he/she shall reschedule the class meeting or otherwise compensate the students for the lost time, and notify both the students and Department Chair and/or Dean of the time and date of the meeting or the method of compensatory time. Nothing herein shall prevent the rescheduling of a class meeting if such rescheduling is in the interest of academic enrichment. However, prior to such rescheduling, the faculty member shall make every effort to seek agreement in advance from the affected students. If the rescheduling will affect more than one class meeting, approval of the appropriate Chair or Dean is required, and adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed. (One class meeting means that no change will take place at any one time that will affect several class meetings.)
- f. Each faculty member shall satisfy in a timely fashion administrative requirements such as classroom teaching observation, administration of assessment instruments, record keeping, and sending required or requested information promptly to the Registrar, Bursar, Deans, Chairs, and other administrative and academic offices and officials including submission of mandatory attendance records to the office of the registrar and/or the Office of Academic Services & Retention when such records are requested.
- g. During the first week of class a faculty member shall provide the students, the Chair and the Dean with a written syllabus consistent with professional standards and

with the academic objectives of the course. The syllabus shall include at minimum a written statement regarding his/her objectives for the class, assigned readings or other assignments, his/her policy on attendance, course requirements, and criteria for grading. The faculty member shall keep students abreast of any changes that may be desirable as the course develops. During the term, the faculty member shall present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member shall submit final grades to the Registrar two days after the date of the scheduled final examination in any course, or by such later date as the Registrar may designate; however, a faculty member shall not be required to deliver grades on any date that University offices are officially closed.

- h. Each full-time faculty member (including library faculty) shall attend commencements, matriculations, and general, school and departmental faculty meetings unless in conflict with scheduled teaching activities, scheduled professional activities or personal emergencies. Faculty who attend commencement shall wear academic attire and the University shall provide such attire to faculty who need it. A faculty member attending a commencement of a spouse, child or grandchild on the same weekend as the Adelphi commencement shall not be required to attend commencement.
- i. Except in rare circumstances and with the Dean's written approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.
- j. A faculty member, in any opinion or certificate which he/she may give as to the merits or claims of any business or professional undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.

Section 6. Outside Employment and Consulting

A faculty member on full-time appointment has a primary and uncompromisable obligation to the University. Outside professional activities, whether gainful or not, cannot be allowed to interfere with one's teaching, scholarly research or other duties in his/her department and the University. During the semester in which a faculty member is teaching, prior written approval from the Chair and Dean is required for any outside employment in excess of one day per week. Such approval shall not be unreasonably withheld.

Full-time faculty members, including library faculty, who wish to teach additional courses in excess of their regular teaching load will first do so at Adelphi. Faculty will only teach at another college or university after having first expressed to the University, through the completion, and submission, of the Faculty Obligation form in the previous semester, that overload is desired and then having no overload available from the University.

Full time faculty have the right to accept, in any semester, to teach an additional course(s). Overloads will be taught first at Adelphi provided that the number of overload courses are adequate and/or the course topic & content is in the faculty member's areas of expertise.

This provision does not obligate full-time faculty to accept overload assignments.

If a faculty member chooses to teach at another school because a sufficient number of additional courses are not available at Adelphi, or the course taught at the other school is not offered at Adelphi, or the faculty member was not offered the option of teaching the course at Adelphi, then the faculty member is not in violation of this provision, provided that s/he has previously completed, and submitted, the previous semester's Faculty Obligation form on a timely basis.

The Faculty Obligation form includes a check-off box for the faculty member to express an interest in overload for the following semester.

Section 7. Conflict of Interest and University Affiliation

- a. The faculty member must avoid involvement with any organization from which the University purchases services and goods unless such activities are clearly not prone to an interpretation that may appear as a conflict of interest.
- b. Privileged University-based information and procedures, or any other insider information, which may provide an unfair advantage to any outside individual or business when dealing with the University, must not be used in connection with a faculty member's outside employment.
- c. Faculty members may not utilize their institutional relationship to Adelphi University to gain support or to imply endorsement of their outside professional activities. This restriction includes any reference to a University phone number, mailing address, and office address in any materials or documents that may be used to solicit or promote outside professional activities.

Section 8. Use of University Resources and Facilities

- a. The use of University personnel, space, computers, services, equipment and supplies for outside professional activities shall be approved in writing prior to their usage by the Chairperson, Dean and Provost, and shall require payment of the established usage fees to the University.
- b. The University assumes no responsibility to provide professional liability coverage for any faculty member's outside professional activities with respect to the use of the University's resources or facilities, such coverage and liability being the sole responsibility of the faculty member.
- c. It is understood that the University assumes no responsibility for or guarantees in any way the accuracy, validity, reliability, dependability, legality, morality, utility, appropriateness or any other attribute associated with the use of the University's resources or facilities, or with conclusions based upon their use.

- d. Violation of any of the provisions of this Article may result in disciplinary action by the University in accordance with Article XIX.

ARTICLE XV: SALARY AND RELATED COMPENSATION

Section 1. Full-Time Faculty

Salary increases: Full-time faculty:

The base salaries of all full-time faculty shall be increased by the following percentages on the following dates:

- 9/1/16 2.25% (by average in rank)
- 9/1/17 2.25% (by average in rank)
- 9/1/18 2.5% (by individual base salary)
- 9/1/19 2.5% (by individual base salary)
- 9/1/20 2.75% (by individual base salary)

- a. In the first two years, the salary increases will be calculated by determining the average salary in each rank (prior to the increase) and then multiplying each of those average salaries by 2.25% to determine a dollar amount for each rank. Individual faculty salaries will be increased by the dollar amount calculated for their respective rank.
- b. For purposes of determining salary increases by rank, Lecturers will be included with Assistant Professors, Senior Lecturers will be included with Associate Professors and Visiting faculty will be included with whichever rank their Visiting appointment has been designated (Assistant, Associate or Full).
- c. In the third, fourth and fifth years of the contract, salary increases will be calculated by applying that year's percentage increase to each individual faculty member's base salary.

Promotion

- a. Upon promotion from Assistant Professor to Associate Professor, there shall be an increment of \$4,000 in base salary.
- b. Upon promotion from Associate Professor to Professor, there shall be an increment of \$6,500 in base salary.

The minimum base annual salaries for full-time bargaining unit members shall be:

Lecturers	\$60,000
Assistant Professors and Clinical Faculty	\$65,000

Associate Professors	\$75,000
Professors	\$90,000

- c. In addition to the salary increases outlined above, each full-time bargaining unit employee shall be entitled to an enrollment incentive payment for each year of the contract in which total headcount enrollment equals or exceeds the levels listed below. The amount of such incentives shall be as follows:

Year 1: Total headcount enrollment of 7550: \$500 incentive payment

Year 2: Total headcount enrollment of 7700: \$500 (or prior year's enrollment incentive if applicable)

Year 3: Total headcount enrollment of 7850: \$750 (or any prior year's enrollment incentive if applicable)

Year 4: Total headcount enrollment of 8075: \$1250 (or any prior year's enrollment incentive if applicable)

Year 5: Total headcount enrollment of 8300: \$1500 (or any prior year's enrollment incentive if applicable)

Each full-time bargaining unit employee shall be entitled to an enrollment incentive payment for each year of the contract in which total headcount enrollment equals or exceeds the numbers above, subject to the following criteria.

1. Enrollment incentive payments shall be based upon the total headcount enrollment for that contract year as determined on the 21st day of the fall semester as reported to IPEDS. Payments shall be paid on May 15 of the year in which the total headcount enrollment equals or exceeds the targets above; provided, however, that in the event total headcount enrollment equals or exceeds 7550 in the first year of the agreement, the amount of the enrollment incentive shall be accrued and need not be paid until May 15, 2018.
2. To be eligible for any enrollment incentive payment, the employee must remain employed by Adelphi on the date the incentive payment is made. Enrollment incentive payments shall not pyramid; employees shall be entitled to only one incentive payment for each academic year and such incentive payments shall be based upon that year's enrollment and shall not be automatic based on prior year's enrollment figures.
3. Should the enrollment anticipated for any year identified in Section 1.c. above be reached prior to the year identified, payment of the enrollment incentive for subsequent years will be made only if enrollment increases by 175 students or the enrollment increase required by the contract for the contract year in question, whichever is higher. For example, if enrollment

equals or exceeds 8300 in year three of the contract, an eligible employee shall receive an enrollment incentive for that year of \$1500. For the employee to receive an enrollment incentive in subsequent years (years 4 and 5 in this example), enrollment in years 4 or 5 must increase by 225 students in that subsequent year, which is the increase required by the contract for an incentive payment for those years. In the event this does not occur, the employee will receive no enrollment incentive for any year where the enrollment does not increase by that amount. In the event enrollment does increase by 225 students in subsequent years, an eligible employee shall receive an enrollment incentive in subsequent years of \$1500 in each subsequent year in which enrollment increases by that number of students.

4. Enrollment incentive payments shall be made in a lump sum payment to members of the bargaining unit on the dates shown above. In the third, fourth and fifth years of the contract, however, portions of the enrollment incentive (if any) shall be added to the base salary of the employee in the amounts that follow:
 - i. Third year: \$500 added to base salary
 - ii. Fourth year: \$1000 added to base salary
 - iii. Fifth year: \$1000 added to base salary

Section 2. Adjunct / Overload Rate

Salaries for Adjuncts and Senior Adjuncts shall be increased on a per credit basis by a proportionate amount as salaries for full-time faculty on the dates above, excluding any sums attributable to the enrollment incentive payments.

The Regular Adjunct rates shall be increased as follows:

<u>8/31/16</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>	<u>9/1/20</u>
\$1,429	2.25%	2.25%	2.50%	2.50%	2.75%
Per Credit:	\$1,461	\$1,494	\$1,531	\$1,570	\$1,613

The Senior Adjunct rates shall be increased as follows:

<u>8/31/16</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>	<u>9/1/20</u>
\$1,575	2.25%	2.25%	2.50%	2.50%	2.75%
Per Credit:	\$1,610	\$1,647	\$1,688	\$1,730	\$1,778

Full-time faculty who teach overload will be compensated at the Senior Adjunct rate for the first overload course that they teach each academic year. Subsequent overload teaching will be compensated at the regular adjunct rate.

Section 3.

The University shall pay faculty twice per month (24 checks) on the 15th and the last day of month by mandatory direct deposit in equal installments. If any pay day specified herein falls on a Saturday, Sunday or holiday, the payment will be made on the preceding week day. However, payments at the end of December and May will only be made upon receipt of final grades.

Section 4. Part-Time, Overload, and Summer Session Salary

Adjunct faculty members will be paid four times in each semester -- on the last day of each of September, October, November & December, and February, March, April & May (if any pay day specified herein falls on a Saturday, Sunday or holiday, the payment will be made on the preceding week day). However, payments at the end of December and May will only be made upon receipt of final grades.

Except for full-time faculty who are making up an underload, unit members who teach an overload in any semester or during the Summer Sessions shall be paid the prevailing adjunct rate. Payment for the Fall semester overload shall be made in the last payment of February. Payment for Spring Semester overload shall be made in the last payment of May.

Summer session payment will be made on June 30 for Summer I, and August 15 for Summer II.

Section 5. General Provisions

- a. The University shall make payment for the months of December and May, and the sole payment in a Summer Session, only after a faculty member has completed his/her work for the term or session, which includes submission of the final grade list.
- b. A faculty member teaching independent study will be compensated at the rate of \$200 per student credit hour. Only faculty members who otherwise do not have a full workload may apply independent study to their base workload (.5 credits for each student registered for 3 credits). No faculty member will get more than (i) 3 credits per academic year toward their workload, or (ii) six students of Independent Study per semester, or (iii) a total of ten students in an academic year.
- c. If a course is cancelled for insufficient registration, students may be permitted by the University to register for a tutorial which will cover the same material as contained in the syllabus for the cancelled course. Faculty will be paid \$200 per credit for each student in a tutorial course.

Section 6. Individual Assessment Adjustment

a. The University may allocate up to \$400,000 annually in a pool to fund additional increases in faculty base salaries and to provide released time for scholarship (scholarly research and writing, creative and artistic pursuits and professional endeavors) above the percentage increase otherwise designated under this Agreement. Up to \$400,000 per year may be awarded by the University for any of the following reasons:

1. Release time for scholarship: Requests for release time for scholarship are made by faculty members to the Dean or his/her designee. Any release time awarded will be applied against the \$400,000 described in item 1 (above) at the regular overload (adjunct) rate. Release time must be approved by the Dean and the Provost or the Provost's designee.

Each academic year, the University shall provide release time credits for pre-tenure faculty to engage in scholarship. Awards of release time will be made through the existing approval process. The total number of "release time credits" (in a "pool" for distribution to individual pre-tenure faculty members) shall be equal to 1 credit of release time per full-time Pre-Tenure Faculty Member.

Notwithstanding the above, individual pre-tenure faculty members (including first year members) shall apply for such release time, and shall not be provided with more than 3 credits of such release time per year, except with the approval of the Dean and the Provost.

A pre-tenure faculty member shall not be provided with any such release time more than 2 years consecutively, nor more than 9 credits cumulatively over the period of pre-tenure status.

2. Compression: Faculty members whose base salary is below the salary of similarly situated faculty are eligible to be considered for an equity adjustment. The increase must be approved by the Provost or the Provost's designee.
3. Market Condition: Adjustments based on market condition will be for those faculty members whose salary is below average based on current market conditions. The increase must be approved by the Provost or the Provost's designee.

b. In making their determinations regarding individual assessment adjustments the various parties (Dean, Provost, Provost's designee) shall consider structural issues such as salary inequities across disciplines and salary compression related to length of service in rank.

c. If recommendations are made by the Deans, they are subject to approval by the Provost. If the Provost makes any adjustment to the Dean's recommendation, the

Provost shall inform the Dean of the amount of the adjustment and the reason for the adjustment. A faculty member may appeal the Provost's decision regarding the change to the Dean's recommendation for the individual assessment adjustment. When an appeal is made, a meeting between the faculty member and the Dean shall be held.

- d. Each faculty member shall be informed in writing of the amount of increase and or release time awarded.
- e. The Provost shall provide the AAUP with the actual amount of each individual faculty member's adjustment and the category(ies) for which the adjustment was made.
- f. The implementation of, and determinations thereunder, for this Section 6, shall be deemed to be the exercise of academic judgment and are made at the sole discretion of the University.

ARTICLE XVI: FRINGE BENEFITS

Section 1. Medical Insurance Summaries

- a. Medical insurance shall be provided pursuant to the multi-year chart attached to the Agreement as Appendix A.
- b. Any full-time faculty member who is enrolled in the Wraparound option who elects to change from the Wraparound option to either the PPO High option, Standard option or the HMO, will no longer be eligible for the Wraparound coverage in the future.
- c. If a faculty member is not currently in the WRAP he/she may not elect WRAP in the future.
- d. The terms and conditions of the plans are provided in the plan documents and shall govern any conflicts between the material in this Agreement and the Plan Documents. Booklets describing the medical plan coverage are available from the Office of Human Resources or online on the Human Resources page of the Adelphi intranet.
- e. Adjunct faculty as defined in Article X, Section 2(a) may participate in the medical insurance plan by paying 100% of the premium.
- f. During the duration of this contract, the benefits and coverages established pursuant to the plan referenced above shall not be reduced, except that in order to offer a more cost effective medical plan, the University may raise co-pays for office visits, emergency room visits, inpatient hospital visits, and prescriptions with the agreement of the Union, which agreement shall not be unreasonably withheld.

Section 2. Medical Insurance Coverage.

- a. Effective September 1, 2016, the University shall make the following annual contributions for health (medical) coverage for full-time faculty who elect one of the following plans:

<u>Effective Dates</u>	<u>Percentage (%)</u>	<u>Contribution</u>	<u>Plan</u>
	<u>Adelphi</u>	<u>Employee</u>	
9/1/16	65%	35%	WRAP
9/1/16	75%	25%	STD OPT (Individual)
9/1/16	70%	30%	STD OPT (Family)
9/1/16	66%	34%	HIGH OPT
9/1/16	75%	25%	HMO

- b. The University and faculty will share all premium increases in the same proportion as in the contributions above.
- c. The University will extend to all full-time faculty covered by this Agreement the opportunity to participate in the Dental benefit programs, subject to the terms and conditions of the Plan provisions and at no cost to the University.
- d. Effective January 1, 2017, for all faculty who participate in either of the PPO plans or the Wrap, the University shall provide a Health Reimbursement Account (HRA). For people enrolled in an individual plan, the University shall contribute \$350 to the HRA annually and for those enrolled in a family plan the University shall contribute \$700 annually. The HRA is an employer funded account (employees do not contribute) which is used by the employee to pay for eligible medical expenses (according to guidelines established between the parties). HRA funds may be used for first dollar expenses, and employees need not pay deductibles prior to using HRA funds. Any balance of the HRA can be carried over for up to two (2) calendar years.

Section 3. Long Term Disability (LTD) Insurance

A full-time faculty member may elect one (1) of two (2) Long Term Disability (LTD) options.

Option 1:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$4000 per month. The premium for this coverage shall be borne fully by the University, which under current law will make any resulting benefit taxable to the employee.

Option 2:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$15,000 per

month. The premiums for this coverage (including any increases in premiums) shall be borne fully by the faculty member, which under current law, will make any resulting benefit non-taxable to the faculty member.

Terms and conditions of the plan are provided in the plan documents. Details regarding LTD coverage are available in the Office of Human Resources.

Section 4. Life & AD&D Insurance and Dependent Life Insurance

Non-contributory Life Insurance:

Effective January 1, 2017, the University shall pay 100% of the life insurance premium for a policy of \$10,000 for full-time faculty.

Contributory (Supplemental) Life Insurance:

A full-time faculty member may elect contributory life insurance coverage in the amounts of one (1), one and one-half (1 1/2), two (2), two and one-half (2 1/2), and three (3) times base annual salary to a maximum coverage of \$500,000. The premiums for contributory life insurance (including any increase in premiums) shall be based upon the age of the faculty member, and shall be borne fully by the faculty member. The rates effective January 1, 2016 are shown below but are provided for purposes of illustration only with regard to future rates.

Monthly Rate Per \$1000 of Insurance

<u>Age</u>	<u>Employee Rate</u>	<u>Spouse Rate</u>
Under 25	0.043	0.052
25-29	0.051	0.052
30-34	0.068	0.069
35-39	0.076	0.078
40-44	0.085	0.087
45-49	0.127	0.130
50-54	0.196	0.200
55-59	0.365	0.374
60-64	0.561	0.575
65-69	1.078	1.105
70+	1.750	1.793

A flat rate of \$.25 per month will cover all your dependent children.

Accidental Death & Dismemberment (AD&D) Insurance:

AD&D insurance coverage shall be available to full-time faculty members who elect contributory life insurance, in an amount equal to the amount of contributory life insurance elected. The premiums (including any increase in premiums) shall be borne fully by the faculty member.

Dependent Life Insurance:

Dependent life insurance, in the amount of \$5000 for spouse and \$1000 for each eligible dependent child, shall be available to full-time faculty members who elect contributory life insurance. The premiums (including increases in premiums) shall be borne fully by the faculty member.

Section 5. Liability Insurance

a. Commercial General Liability:

Every full-time faculty member and regular part-time faculty member (while acting within the scope of their employment as defined by this Agreement) will be included as an insured with respect to Commercial General Liability Insurance maintained by the University with a limit of \$2,000,000 per occurrence.

b. Professional Liability:

Faculty members will also be covered as additional insureds in teaching situations with respect to Professional Liability insurance maintained by the University for clinical situations such as those in the College of Nursing and Public Health, Social Work, and The Derner Institute, with a limit of \$1,000,000 per incident. The University shall pay the full premium of this insurance.

Section 6. Travel and Accident Insurance

The University shall pay the full premium for \$200,000 of travel and accident insurance coverage for each full-time faculty member and regular part-time faculty member while travelling on approved University business.

Section 7. Change of Carriers

The University may change insurance carriers for any of the types of insurance or benefits described in Sections 1-6, provided that the new contract(s) with the insurance carrier(s) provides equal or superior benefits to the faculty. Notice of any such change in carriers shall be given to the Union at least thirty (30) days before it becomes effective.

Section 8. Tuition Remission

Tuition remission is the waiver by the University of the payment of tuition to attend regularly scheduled classes, excluding independent study and study abroad. Tuition remission is provided for the faculty member, the faculty member's spouse, and the dependent children and/or the dependent children of his/her spouse (who have not earned a bachelor's or higher degree at this or any other institution and who meet the IRS definition of a "dependent") All fees, including

laboratory fees, books and/or any other costs associated with attending classes under the tuition remission program are the responsibility of the faculty member and eligible dependents.

a. Full-time Faculty:

Full-time faculty members may take two graduate courses per semester immediately following the date of appointment at full tuition remission.

Spouses are eligible to take two undergraduate and three graduate courses per semester, at 100% tuition remission. Dependent children of full-time faculty members are eligible for 100% undergraduate tuition remission.

b. Children of former full-time faculty:

The children of deceased or totally and permanently disabled tenured full-time faculty and children of tenured full-time faculty who retired after having served ten (10) years or more shall be entitled to all tuition remission benefits available to the children of active full-time faculty.

c. Adjunct Faculty:

Adjunct and Senior Adjunct faculty are only eligible for tuition remission benefits in the semesters they are teaching at least three credits per semester. After one full semester of employment at the University as a regular Adjunct Faculty member; the regular Adjunct faculty member, his/her dependent children or the dependent children of his/her spouse shall be entitled to 1/2 tuition remission for each course taught, to apply to a maximum of one course per semester of full tuition remission. In any semester in which a Senior Adjunct Faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at full tuition remission.

The tuition remission benefit for the spouse and/or dependent children of a Senior Adjunct Faculty member shall be the same as that for the spouse of a regular Adjunct faculty member.

d. Dependent children:

Dependent children are defined as the natural born or legally adopted children of the faculty member or his/her spouse and must be bona fide dependents of the faculty member or his/her spouse. Where questions may arise regarding the eligibility of a dependent or spouse for tuition remission, the University reserves the right to require a faculty member to submit evidence to support such eligibility for tuition remission.

e. University fees:

All University fees must be paid in full by all tuition remission recipients in order for tuition remission benefits to continue for the faculty member's eligible dependents.

f. Financial Aid:

Dependent children who receive tuition remission shall make application for financial aid on standard financial aid forms; amounts received from those awards and/or scholarships shall inure to the benefit of the University.

g. Auditing courses:

With the approval of the instructor, full-time faculty members shall be permitted to audit any and all undergraduate and graduate courses offered by the University. Time spent in auditing courses shall not be considered part of full-time faculty members' required workweek.

h. Faculty may not take nor receive tuition remission for courses that they are teaching.

Section 9. Defined Contribution Retirement Plan (Plan)

The University shall provide all full-time faculty members with the option of participating in the University's Defined Contribution Retirement plan under IRS code section 403(b), subject to any requirements of or changes in any relevant IRS, ERISA, federal or state regulation.

Information about the Plan, the options available and the terms and conditions of the Plan, including eligibility, are available in the Office of Human Resources.

Full-time faculty members with two or more years of service and who are participating in the Plan shall be eligible to receive University Contributions as follows:

Years Receiving <u>University Contribution*</u>	<u>University Contribution</u>	<u>Minimum Employee Contribution</u>
First 2 years	7.5%	4.5%
Years 3 – 6	8.5%	3.5%
Years 7 – 20	9.5%	2.5%
Years greater than 20	11.5%	3.5%

* *calculated on a full month basis*

Regular Adjunct faculty may participate in the retirement plan options available to the full-time faculty provided they do so at their own expense and at no cost to the University.

Section 10. Healthcare Spending Account /Dependent Care Spending Account/Transit-Parking Accounts

To the extent allowed by law, the University shall offer each full-time faculty member the option to participate in and make contributions to a healthcare and/or dependent care (HSA) and/or transit/parking account program (up to the annual limits in each program) subject to the terms and conditions of the program. The cost of administering the program shall be borne fully by the University.

Section 11. Fringe Benefit Report

The University will provide annually to each full-time faculty member a statement of fringe benefits, including contributions made by the University on his/her behalf.

Section 12. Retention Increase

If a full-time faculty member presents evidence to the University of an offer of employment from another institution, either academic or non-academic, the University may, at its sole discretion, increase the faculty member's base salary. The University shall notify the Union of any such increase.

Section 13. Repurchase of Tenure

A faculty member with ten (10) or more years of continuous service at age 55 or older may request repurchase of tenure according to the terms and conditions to be agreed upon between the University and the faculty member.

ARTICLE XVII: SABBATICALS

Sabbatical leaves shall be granted for purposes of professional growth after each period of seven years of full time teaching or professional library work at Adelphi University. Sabbatical leaves shall be counted towards the requirements of time worked for promotions. Only tenured faculty members shall be eligible for sabbatical leaves. Eligible faculty members must submit plans for study, research, creative work, or other professional endeavor to be undertaken during the period of leave to the Dean. Following the Dean's review, eligible faculty members must make formal application to the Faculty Committee on Retention, Tenure, and Promotion (FCRTP) and must submit plans for academic or professional study, research, creative work, or other professional endeavor to be undertaken during the period of leave. The academic merit of proposals for sabbatical leave are reviewed by the FCRTP which then makes recommendations to the Provost based on the merit of the proposals. The Provost shall review the recommendations transmitted to him/her by the FCRTP and will make his/her own recommendation to the President. Final decisions on sabbaticals are subject to the approval of the Provost, the President, and the Board of Trustees. In instances where the recommendation of the FCRTP is different than that of the Provost, the Chair of the FCRTP and one other member of that Committee shall meet with the Provost to discuss the difference in recommendations prior to a final decision being made.

Faculty members on sabbatical leave shall not accept full-time employment at another institution during the period of the sabbatical, unless approved in advance as part of the plan submitted prior to the sabbatical; doing so will constitute grounds for the University to stop payment of the sabbatical leave, and the faculty member shall be required to repay the University for prior sabbatical payments from the date when full-time employment was accepted. Furthermore, if a faculty member is engaged in temporary employment during their sabbatical, such as a paid fellowship or a Visiting appointment, it is understood that the work outlined in their sabbatical proposal shall remain their primary obligation.

Faculty returning from sabbatical leave shall file a report, accepted by the FCRTP and the Provost, indicating their fulfillment of their sabbatical plan. These plans and reports shall be filed by the

FCRTP in Swirbul Library and shall be available to all users of the Library. These plans and reports shall also be added to the faculty member's personnel file and shall be considered in any future personnel evaluations.

A faculty member whose report is not accepted or who does not return to the University for a period of one semester thereafter shall be liable for full reimbursement of the sabbatical grant.

Consistent with institutional need and academic merit, the University shall award at least 5% but not more than 9% of the full-time tenured faculty one-half (1/2) year full pay sabbaticals annually. There shall be no limit on the number of full year (1/2 pay) sabbaticals awarded annually.

ARTICLE XVIII: ANNUAL LEAVE AND LEAVES OF ABSENCE

Section 1. Teaching Faculty

The periods of annual leave for full-time teaching members of the faculty shall be from the day subsequent to Commencement or June 1, whichever comes first, until the first day of the following Fall semester orientation/registration or an equivalent period. The University may assign faculty during periods of annual leave to teaching or other duties normally fulfilled during the regular academic year if the performance of those duties during the periods of annual leave is essential to the University's instructional programs, governance or other institutional needs. The right of the University to assign work during periods of annual leave shall not be used as a subterfuge to negate annual leave.

Section 2.

Members of the faculty may request a leave of absence without compensation or fringe benefits for a period not to exceed one academic year. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. The faculty member may continue his/her fringe benefits at no cost to the University. Leaves of absence under this section are granted by the Provost upon recommendation of the Chair and Dean and are renewable at the discretion of the Provost, but in no case shall exceed two (2) consecutive years.

Section 3.

Members of the faculty elected or appointed as officers of the Union shall, upon proper application, be granted a special leave of absence without compensation or fringe benefits for the purpose of performing legitimate duties for the Union. Such leaves shall be granted for no less a period than one entire semester. Faculty members who are granted such leaves of absence shall not be credited for service with respect to annual salary increases.

Section 4.

Upon the request of a full-time faculty member, a leave-of-absence without compensation or fringe benefits (except as required by FMLA or other applicable law) shall be granted for a period not to exceed one academic year for (1) the care of a newborn infant; (2) the care of any other member of the immediate family in medical need; or (3) adoption of a minor child. Time of leave of

absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. A leave granted under this section may be renewable. The faculty member may continue his/her fringe benefits at no cost to the University.

Section 5. Faculty Leaves

Adelphi University recognizes the need for family-friendly policies in the workplace. In addition to relevant federal and state statutes, the University, in order to promote such policies, will provide a number of leave opportunities for full time faculty members (hereinafter use of the word faculty shall mean "full time" faculty). In order to allow these leave opportunities to be utilized in as flexible a manner as possible, the University will allow faculty members to bank credit hours (work overload in a semester prior to the leave) and/or shift credit hours not worked during the semester a faculty member is on leave to future semesters. In addition, an untenured faculty member may extend his/her tenure period during his/her leave under certain conditions. Except as amended by the following provisions, all of the sections of the current Collective Bargaining Agreement between the parties relating to sick/disability leave and leaves of absence shall continue to apply.

a. General Provisions

1. An untenured faculty member who utilizes any of the following leave opportunities may extend the pre-tenure period for one year. This provision may be used a maximum of two times for a total extension of two years. If the faculty member wants to extend his/her probationary period, he/she must notify the University no later than one year from the commencement of his/her leave. Notice by a faculty member of an extension of the probationary period is irrevocable. However, this extension is not available if the final tenure review process has begun.
2. During any period of sick/disability or unpaid leave faculty members shall not be required to engage in any University related activities including, but not limited to, teaching, research, service, advising, or attendance at meetings. In addition, faculty shall not be required to make up teaching or other responsibilities that would normally be carried out during the period of leave.
3. All leave provided in this policy will run concurrently with Family and Medical Leave under the Family and Medical Leave Act (FMLA) of 1993. Doctor certification is required and must be provided to the Office of Human Resources.
4. If a faculty member is absent due to a sickness/ disability or an unpaid leave of absence during part but not all of a semester, the credits that he/she will be required to teach during the period when the leave is not in effect will be determined by subtracting 1/15th of that semester's total credit load for each week that he/she was sick/disabled or on unpaid leave. Workload credits will be rounded to the nearest whole number. Thus, if a faculty member is

absent for eight weeks in a semester in which he/she was obligated to teach nine (9) credits, he/she would be required to teach or otherwise make up 4 credits (4.2 rounded to 4). For non-teaching assignments, the formula used will be eight hours of administrative work per week equals three credits.

5. When a faculty member will be on leave during the semester as set forth above, he/she is not required to provide a substitute. The departmental Chair or Dean will initiate appropriate action.
6. A faculty member who elects not to exercise one of the options set forth in paragraph c and d below, but who wishes to return from leave in mid-semester will either resume his/her teaching duties or, if the administration determines that this is not in the best interest of the students, he/she will be given an appropriate assignment, subject to the approval of the faculty member sufficient to satisfy his/her course load, pro-rated for the period of time he/she was on leave as specified above. The union will receive copies of any such agreement in writing from the University within 15 workdays of the faculty member's approval of such an assignment
7. A faculty member who teaches the first part of the semester but is on leave for the remaining part of the semester must leave or send all of the material in their possession necessary to determine final grades including, but not limited to, grades assigned prior to leave, any student papers, assignments and exams to the Chair, or if no Chair, to the Dean.
8. If a faculty member goes on leave before the student evaluations are completed, the student evaluations for that semester will not be considered in the faculty member's evaluation for contract renewal, promotion, or any increases in compensation.

b. Paid Leave for Disability

Adelphi University will provide up to six months of paid leave for faculty members who are sick/disabled, including but not limited to the disability related to the birth of a child. A health care provider must certify that the faculty member is unable to perform his/her duties and certification must be provided to the Office of Human Resources.

c. Unpaid Leave to Care for a Seriously Ill Family Member, a Newborn or Adopted Child

1. For purposes of this agreement, family member shall include, child, parent, or spouse.
2. Documentation of the illness or disability and role as primary caretaker will be required by the University.

- d. Alternatives to Unpaid Leave to Care for a Seriously Ill Family Member, a Newborn or Adopted Child
 1. A faculty member who qualifies for a leave of absence under Article XVIII Section 4 may be paid for one full semester of such non-sick/disability leave, or any part thereof, by making up the time in any one of the following ways:
 2. Using banked hours (hours previously taught for which the faculty member was not paid). A faculty member may bank up to three (3) credits or an equivalent for library faculty per semester to a maximum of nine (9) semester hours which can remain banked for up to three years. If the faculty member has not used those hours by the end of the three year period, he/she will be compensated at the over load rate that was in effect at the time the hours were earned. The faculty member may at any time choose overload compensation rather than banking hours. If compensation is chosen it shall be paid at the next time overload pay is disbursed, and/or;
 3. Shifting workload to the future (for a maximum of 6 credits). The time shall be made up within two semesters (Fall and Spring) following the faculty member's return from leave. Although a faculty member may not be required to make up owed time in the summer, if requested by the faculty member **and** approved by the chair, dean and provost teaching or library work may be done in the summer.
 4. If the faculty member leaves the University prior to making up the classes or library work, the faculty member will be liable to pay back the University an amount equal to 10% of salary in effect at the time of leave, for each three (3) credit class or equivalent librarian work, and/or;
 5. "Buying back" time as described in Article XIV Section 2.h. (voluntary workload reduction) of the Collective Bargaining Agreement, and/or;
 6. If approved by the Chair, Dean, and Provost and accepted by the faculty member taking an assignment of administrative work. Administrative work will be credited toward workload using the formula outlined in Article XIV Section 2.j. of the Collective Bargaining Agreement.
- e. According to the language of Article II Section 8 of the Collective Bargaining Agreement the Union will be notified of any faculty member taking leave under the provisions of this policy within 15 workdays of the commencement of such leave.

Section 6.

In addition to other leaves which may be available under this Agreement (and not as part of Release Time allocation under Article XV Section 6) effective with leaves beginning on or after September 1, 2016, the University shall make available six (6) credits of Release Time to each Faculty Member during the semester in which such faculty member becomes a parent through the

birth/adoption of a child (or, at the option of the Faculty Member, the semester following such birth/adoption).

ARTICLE XIX: DISCIPLINARY ACTION

Section 1.

A unit member may be disciplined by discharge, suspension with pay for a maximum period of one year, reduction in rank or compensation or otherwise disciplined by the University only for just cause.

Section 2.

- a. Disciplinary proceedings may be initiated by the department Chair, Dean, or an academic officer of the University, except in a case of proposed suspension or discharge, which shall be initiated only by the Provost (who may use the information the Dean has obtained through Article XI, excluding classroom observations performed by peer faculty members). Written notice of the proposed disciplinary action shall be provided, by certified mail, to the unit member and the Union, which shall set forth:
 1. the charge against the employee, and
 2. the proposed penalty.
- b. Within thirty (30) work days of service of the written notice of a disciplinary charge, a meeting shall be conducted by the Provost, or his/her designee, with the employee, who may be accompanied by a representative of the Union, to discuss the basis of the charges and the proposed penalty. If the charge is not dropped or the penalty not modified as a result of this discussion then the Provost shall implement the penalty.
- c. The employee may acquiesce to the charges and accept the recommended penalty or within thirty (30) workdays following the disciplinary meeting (b. above) the Union may request arbitration of the matter in accordance with Article V. In a case of suspension or discharge, the Union may request expedited arbitration of the matter.
- d. Any unit member disciplined by the University shall have access to the grievance procedures as set forth in Article V.

Section 3.

The procedure for expedited arbitration is as follows:

- a. Notice of appeal to arbitration shall be filed by the Union with the American Arbitration Association with a copy to the Provost or his/her designee.

- b. The arbitrator shall hold an arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The arbitrator shall render a decision within five (5) calendar days of the close of the hearing.

The arbitrator shall be limited to determinations of guilt or innocence and the sufficiency of grounds for the penalty. The arbitrator shall not add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision regarding guilt or innocence and the sufficiency of grounds for penalty shall be final and binding upon the parties.

Section 4.

A disciplinary proceeding brought pursuant to this Article may be resolved by settlement only if agreed to in writing by the Provost, or his/her designee, and the Union.

ARTICLE XIX(a): SPECIAL ASSESSMENTS

Section 1.

The Parties agree that the University should have open and honest communication with bargaining unit employees regarding potential performance concerns as soon as such concerns are identified, but in no event later than 30 days after the University learns of the issue.

Section 2.

The University is committed to providing an excellent educational environment and encouraging rigorous intellectual engagement with our students. To this end, the University takes seriously any behavior that detracts from this environment, including gratuitously insulting or humiliating students in public and failure to respond to reasonable student concerns. The determination of whether conduct violates this section will be based on a how a reasonable person would have felt or conducted his/herself in similar circumstances.

Section 3.

When the appropriate department Chair, Dean or academic officer has reasonable grounds to believe a problem exists with a unit member's performance, he/she can initiate a "special assessment" of that unit member's performance.

This special assessment will involve a non-disciplinary meeting between the appropriate department Chair, Dean or academic officer and the unit employee where the potential performance issue will be discussed. The Union must be notified of any such meeting and the employee has a right to have a Union representative present at the meeting.

If the University determines that remedial action should be taken by the unit employee, an action plan which is acceptable to all parties may be developed.

If the parties cannot agree on an action plan, or the University believes that the plan was not implemented or followed by the Faculty member, it may bring disciplinary charges for the alleged

violation pursuant to Article XIX. Under no circumstances will the parties' discussions or actions concerning the alleged violation that occurred pursuant to this process be referred to or admitted in support of the disciplinary charges.

ARTICLE XX: RETRENCHMENT

Section 1.

Termination of service of a tenured faculty member, or of a faculty appointment before the end of its specified term for reasons other than adequate cause may be made only for retrenchment as a direct consequence of declining enrollment, or curtailment, or discontinuance of educational programs of the University by the Board of Trustees; or financial exigencies. All feasible alternatives to termination of tenured faculty shall be pursued.

Section 2.

- a. The parties agree that retrenchment is an extreme measure and not to be utilized to deal with short term issues; therefore, before a retrenchment decision is made, consultation on the proposed retrenchment shall take place between the Provost and the Faculty of the Department, the department chair and the dean of any School affected. The Provost shall advise the Union a minimum of forty-five (45) days before the intended retrenchment decision. If the Union requests bargaining within ten (10) days following notice of intent to retrench, there shall be a prompt meeting with the Union to discuss the rationale for and implementation of such retrenchment. At this meeting, the University will provide the Union with the Board of Trustees' reason(s) for intending to retrench; a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, and rank; and a list of open suitable positions in accordance with Section 3. below. The Board of Trustees shall give to the Union all documents used in making the decision to retrench. The Board of Trustees will make a final decision whether or not to retrench only after this bargaining period.
- b. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to the Union. Notices of retrenchment shall be sent by certified mail. The notification date of a retrenchment notice shall be the recorded date of the certified mailing by Adelphi University. Notice of termination for retrenchment shall be mailed no less than thirty (30) days before the effective date of termination, or until the end of the current semester, whichever is greater, or if after Commencement, no later than July 1st. At the University's option, payment of equivalent salary and benefits may be substituted for notice.

Section 3.

- a. In filling vacancies within the bargaining unit, the University shall give first consideration to a retrenched full-time, tenure-track faculty member in considering the qualification of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required. If a dispute occurs over the academic qualifications of a member of faculty intended

to be retrenched for an alternate position, the FCRTTP shall submit a timely recommendation to the Provost which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above. Faculty who are qualified may be considered for vacant non-teaching positions at the University. Faculty who have obtained new or additional qualifications will be given first consideration for vacant positions while they are on a retrenchment recall list.

- b. Notwithstanding the Grievance-Arbitration provisions of this agreement (Article V), no arbitration brought with respect to the terms of this Article shall address the issue of the validity of the University's reasons for retrenchment, and the Arbitrator's powers in any such arbitration shall be limited to determining whether the procedures for the implementation of retrenchment of this Article were followed. Whether the University properly determined retrenchment on the basis of Section I of this Article and the arbitrator's powers in any such arbitration shall be limited accordingly.
- c. The University shall make every reasonable effort to bring position vacancies to the attention of retrenched faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Qualified retrenched faculty members shall have the right of first refusal for such vacant positions. Copies of the announcement of such open positions shall be forwarded to the Union.
- d. The order of retrenchment for faculty within a school, department, library or program of instruction shall be:
 - 1. Part-time faculty
 - 2. Full time, non-tenure track faculty. Among this group of faculty, visiting faculty must be retrenched before clinical faculty and lecturers.
 - 3. Untenured (tenure track) full-time faculty
 - 4. Tenured faculty
- e. In rare instances, a full-time faculty member may be retrenched in an order other than by seniority when the University justifies (in writing) that he/she is not best qualified to perform work which is essential to the continuation of his/her department, library or program, while another faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) is more qualified. If a dispute occurs over the academic qualifications of a member of faculty intended to be retrenched for an alternate position, the FCRTTP shall submit a timely recommendation to the Provost which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above.

Section 4.

A tenured faculty member with less than ten (10) years of continuous service whose employment is terminated because of retrenchment shall receive a lump sum severance payment at the time of termination for retrenchment of two (2) weeks' pay for each continuous year of full-time employment at Adelphi. A tenured faculty member with ten (10) years of continuous service, but less than twenty (20) years of such service, shall receive one (1) year's salary. A tenured faculty member with twenty (20) or more years of continuous service shall receive one and one-half (1 ½) years' salary. Additionally, a tenured faculty member who is terminated shall be placed on a recall list for three (3) years during which time he/she shall, by order of seniority, have first rights to any position which becomes available for which he/she is qualified to hold. During this period, a faculty member may elect to continue his/her health care coverage under the applicable plan at no cost to the University.

Section 5.

A full-time faculty member on the recall list shall be eligible during the period that he/she is on recall for full tuition remission for both undergraduate and graduate courses at Adelphi University.

ARTICLE XXI: FACULTY PERSONNEL FILE

- a. The University shall maintain an Official Personnel File for each bargaining unit member. Such file shall contain a continuous record of the faculty member's status and shall contain copies of correspondence and transactions regarding the faculty member. All evaluations and recommendations of the faculty member's performance and letters of appointment, reappointment, promotion, tenure, and an annually updated Faculty Profile Form and curriculum vitae shall be maintained in the Official Personnel File which shall be housed in the Office of the Provost. A faculty member shall be notified in writing when any document that could positively or adversely affect someone's employment is placed in his/her personnel file. Upon written request to the Provost, the faculty member shall have access to his/her Personnel File.
- b. The faculty member shall submit at the beginning of each academic year an updated Faculty Profile Form (see Appendix B), and curriculum vitae.

The Official Personnel File shall be available to the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure.

ARTICLE XXII: EMERITUS STATUS

Faculty members who retire with the rank of Professor or University Professor and who have been full-time faculty at Adelphi for at least seven (7) years will be granted the rank of Professor Emeritus. Other faculty members can be granted Emeritus rank on the recommendation of the Faculty Committee on Retention, Tenure, and Promotion to the President and recommended by the President to the Board of Trustees and approved by the Board. In order to obtain this recommendation it must be established that meritorious service has been rendered.

Criteria for emeritus status shall include:

- a. distinguished service to the University
- b. distinguished teaching
- c. distinguished research, publication or the equivalent

Emeriti shall have the following rights and privileges as long as it does not create additional expense for the University:

- a. use of the library
- b. if available, use of laboratory facilities
- c. invitation to all faculty functions
- d. when available, office space, computer use and secretarial help for scholarly work
- e. permanent identification card
- f. continued listing in the catalogues of the respective schools and colleges
- g. notice of all University functions
- h. use of the gym and pool facilities

All other retired tenured faculty shall be entitled to all emeritus privileges except use of laboratory, office space and secretarial help, when available. However, all retired tenured faculty shall have access to a single office equipped for retired faculty with computer (e-mail) and telephone access.

ARTICLE XXIII: MISCELLANEOUS

Section 1. Separability

- a. In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of the Agreement shall continue to be binding upon the parties hereto. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible.

- b. Separability of Articles VII, VIII, IX, XI, XII, XIII, XVII, XVIII, XIX, and XXII.

In the event that the collective bargaining agreement expires, or a collective bargaining relationship ceases to exist, the parties agree that the Articles, respectively, will remain in full force and effect and will continue to govern the

rights and responsibilities of the faculty of Adelphi University and the University, until such time as a new collective bargaining agreement is reached by the parties or the provisions in the above mentioned Articles are amended by majority vote of the full faculty, with the consent of the AAUP bargaining chapter, and approved by the Board of Trustees of the University.

In the event that an alleged violation of the above cited Articles occurs after the expiration of the collective bargaining agreement, the rights and responsibilities set forth in those Articles can be enforced pursuant to the procedures set forth in the expired Collective Bargaining Agreement.

Section 2. Physical Environment

The University, acting within its discretion, shall use its best efforts to provide faculty members with an appropriate environment for carrying out their duties as teachers and scholars within the resources of the University. This environment normally includes, among other things, clean classrooms, parking at existing fields, adequate lighting, and suitably equipped off campus classrooms for off-campus programs.

Faculty shall be offered training to allow them to operate Moodle or other technological systems.

Section 3. Support for Scholarship

- a. Funding shall be provided by the University for a faculty member presenting new material at a conference, or for first year faculty members for purposes of networking to attend a conference, upon approval by the Dean and the Provost. Minimum funding for attending a domestic conference shall be \$750, and for international conferences \$1500.
- b. Requests for funding must be provided as soon as the faculty member is invited to the conference in question, using the request form attached as Appendix D. Faculty members who do not provide advance notice of a conference as promptly as possible may not be eligible for compensation for the particular conference. No more than 2 faculty members shall be eligible for compensation under this provision for presentation of the same paper at one conference.
- c. A Faculty Development and Travel Fund shall be established to be administered by the Provost in consultation with the Dean of the relevant school.
- d. Faculty members shall be reimbursed for fees paid in connection with the publication of articles or other appropriate expenses related directly to scholarship or research, upon approval of their Dean and the Provost.

Section 4. Fringe Benefits Committee

A joint fringe benefits committee will be continued to review current health and insurance benefits and to discuss fringe benefit matters as they arise during the life of this Agreement.

Section 5.

Unless otherwise specified, any reference to “full time faculty” includes tenure-track and non tenure-track faculty. Similarly, unless otherwise specified, reference to “tenure-track faculty” includes already tenured faculty.

Section 6. Work-Life Committee

A joint union and administration committee will be continued to address problems and questions specifically delegated to it in advance, and mutually agreed-upon matters that arise between the union and the administration during the life of this agreement. The Committee will discuss and attempt to amicably resolve any and all issues brought before it, but will not constitute a collective bargaining forum. Matters brought before this committee may be referred to any other appropriate body if both parties agree that it is appropriate.

The composition of the Committee follows. For the Union: the Executive Director of the AAUP, AAUP President or his/her designee and, if need be, a third individual to be appointed on an ad hoc basis. For the administration: the Senior Associate Provost for Academic Affairs and/or another designee of the Provost, the Associate Vice President for Human Resources and/or his/her designee and, if need be, a third individual to be appointed on an ad hoc basis. The composition of the committee may be changed by mutual agreement of the parties.

The Committee will endeavor to meet at least twice each Fall and Spring semester. In addition, the committee will meet, within fifteen (15) working days, at the request of either of the parties. In such instances, at or before the meeting, the party requesting to meet will provide a summary of the issue being brought before the committee, including any documentation it deems necessary. If, after the meeting, a resolution cannot be reached, the party who is responding to the issue will respond in writing within fifteen (15) working days, detailing its concerns and outlining possible ways to bring about a resolution. Within fifteen (15) working days of the receipt of that response, the parties will meet again to attempt to reach a resolution. If, after that second meeting, no agreement can be reached, the parties may, for appropriate topics and upon mutual agreement, seek split-cost mediation in an effort to resolve the matter. Neither party shall unreasonably refuse to proceed to mediation; however, a refusal to proceed to mediation shall not be grievable.

At any time both parties can agree to extend the discussion period in an effort to reach a resolution. All agreements made between the parties will be incorporated into the Collective Bargaining Agreement through Memoranda of Understanding, if applicable and subject to normal approval and ratification processes of the respective parties.

This committee shall expire on the day before the last day of this Collective Bargaining Agreement.

The following items have been agreed as initial topics for the Work/Life Committee:

- a. Improving clarity and consistency in the implementation of the peer review process.
- b. Ways to better support required advising responsibilities

- c. Exploring ways to better support faculty with new families within the “Faculty Leaves” language of Article XVIII and otherwise in this Agreement (e.g., increased administrator training, dissemination information, workshops etc.).
- d. Exploring ways to better support the work of pre-tenure faculty (within the basic language and financial architecture of this Agreement).
- e. Enhancing the physical environment

Section 7. Distance Education

- a. The current protocol for internet education for courses involving Embanet shall continue for so long as the University’s contract with Embanet is continued.
- b. Individual members of the faculty seeking to design and/or teach an internet course shall submit a proposal for such course to their Dean. If approved by the Dean, the proposal shall be submitted for approval by the Provost. Additional compensation for course design and teaching credit for such courses shall be submitted as part of the proposal and shall be approved or modified through agreement between the Administration and the individual faculty member.
- c. Faculty members desiring training on on-line course preparation or presentation shall be trained through the FCPE or an external entity that the Provost designates. The Provost or his/her designee may require or exempt faculty from training activities, subject to the expertise and experience of individual faculty.
- d. All such courses shall be governed by the University patent and copyright policies unless specified agreed to the contrary, in writing, pursuant to an agreement reached under subparagraph 1 above. In general, joint ownership of materials may occur where the Administration pays for development of a course(s) or instances where the FCPE or other University department develops a creative element or resource for the course under the faculty member’s direction.
- e. Faculty who develop fully online courses should have first right of refusal to teach that course as long as they have taught it in the past year. In the event the course is not offered in the following semester or the faculty member is on leave from the University, such right of first refusal shall continue upon the faculty member’s return or in the next semester during which the course is offered.
- f. Full-time faculty generally will be given priority to teach online courses. Exceptions to this policy shall include situations where an adjunct faculty member developed the course or has particular expertise. Full-time faculty teaching an on-line course/s may do so as part of their regular workload or as overload.
- g. The AAUP will be notified of all agreements, separate and apart from the University’s Intellectual Property policy, relating to online teaching and connected intellectual property rights.

- h. This language shall be reviewed by the parties every eighteen (18) months for the life of the contract.
- i. The number of students in an online course shall be determined on the first day of the semester or on the first day of class.
- j. Office hours for online courses shall be held online.

ARTICLE XXIV: DURATION OF AGREEMENT

The Articles and provisions of this Agreement shall be effective as of September 1, 2016, and continue in full force and effect until August 31, 2021.

IN WITNESS WHEREOF, the foregoing having previously been ratified by both the Board of Trustees of Adelphi University and the Adelphi University Chapter, American Association of University Professors, the parties hereto have executed this Collective Bargaining Agreement on the _____ day of _____, 2016.

Deborah Cooperstein, President

Christine M. Riordan, President

APPENDIX A

Plan Design 2017	Standard		High		Wrap		HIP	
Out of Pocket Cost Share	In	Out	In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)	\$350/\$700	\$1,500/\$3,000	\$500/\$1,000	\$2,250/\$4,500	\$350/\$700		None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$2,350 per person		\$6,600/\$13,200	No OON
Physician Services								
PCP Copay	\$25 per visit	70% covered	\$25 per visit	70% covered	80% covered		\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Hospital Services								
Inpatient Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per admit	No OON
Inpatient Coinsurance		70% covered		70% covered	80% covered		100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$100 (wia)		80% covered		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Outpatient Services								
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		100% covered	No OON
Prescription Drugs								
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	80% covered		\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	2X Retail	Not covered	80% covered		\$20/\$50/\$100	No OON
Health Reimbursement Account								
Health Reimbursement Account	\$350/\$700		\$350/\$700		\$350/\$700		None	

Plan Design 2018	Standard		High		Wrap		HIP	
Out of Pocket Cost Share	In	Out	In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)	\$350/\$700	\$1,500/\$3,000	\$500/\$1,000	\$2,250/\$4,500	\$350/\$700		None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$2,350 per person		\$6,600/\$13,200	No OON
Physician Services								
PCP Copay	\$25 per visit	70% covered	\$25 per visit	70% covered	80% covered		\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Hospital Services								
Inpatient Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per admit	No OON
Inpatient Coinsurance		70% covered		70% covered	80% covered		100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$100 (wia)		80% covered		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Outpatient Services								
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		100% covered	No OON
Prescription Drugs								
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	80% covered		\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	2X Retail	Not covered	80% covered		\$20/\$50/\$100	No OON
Health Reimbursement Account								
Health Reimbursement Account	\$350/\$700		\$350/\$700		\$350/\$700		None	

Plan Design 2019	Standard		High		Wrap		HIP	
Out of Pocket Cost Share	In	Out	In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)	\$400/\$800	\$1,500/\$3,000	\$550/\$1,100	\$2,250/\$4,500	\$400/\$800		None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$2,350 per person		\$6,600/\$13,200	No OON
Physician Services								
PCP Copay	\$25 per visit	70% covered	\$25 per visit	70% covered	80% covered		\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Hospital Services								
Inpatient Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per admit	No OON
Inpatient Coinsurance		70% covered		70% covered	80% covered		100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$100 (wia)		80% covered		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Outpatient Services								
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		100% covered	No OON
Prescription Drugs								
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	80% covered		\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	2X Retail	Not covered	80% covered		\$20/\$50/\$100	No OON
Health Reimbursement Account								
Health Reimbursement Account	\$350/\$700		\$350/\$700		\$350/\$700		None	

Plan Design 2020	Standard		High		Wrap		HIP	
	In	Out	In	Out	In	Out	In	Out
Calendar Year Deductible (S/F)	\$450/\$900	\$1,500/\$3,000	\$600/\$1,200	\$2,250/\$4,500	\$450/\$900		None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$2,350 per person		\$6,600/\$13,200	No OON
Physician Services								
PCP Copay	\$25 per visit	70% covered	\$25 per visit	70% covered	80% covered		\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Hospital Services								
Inpatient Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per admit	No OON
Inpatient Coinsurance		70% covered		70% covered	80% covered		100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$100 (wia)		80% covered		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Outpatient Services								
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		100% covered	No OON
Prescription Drugs								
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	80% covered		\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	2X Retail	Not covered	80% covered		\$20/\$50/\$100	No OON
Health Reimbursement Account								
Health Reimbursement Account	\$350/\$700		\$350/\$700		\$350/\$700		None	

Plan Design 2021	Standard		High		Wrap		HIP	
	In	Out	In	Out	In	Out	In	Out
Out of Pocket Cost Share								
Calendar Year Deductible (S/F)	\$500/\$1,000	\$1,500/\$3,000	\$650/\$1,300	\$2,250/\$4,500	\$500/\$1,000		None	No OON
Out-of-Pocket Maximum (S/F)	\$2,800/\$6,000	\$7,500/\$18,750	\$2,800/\$6,000	\$3,000/\$7,500	\$2,350 per person		\$6,600/\$13,200	No OON
Physician Services								
PCP Copay	\$25 per visit	70% covered	\$25 per visit	70% covered	80% covered		\$10 per visit	No OON
Specialist Copay	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Hospital Services								
Inpatient Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per admit	No OON
Inpatient Coinsurance		70% covered		70% covered	80% covered		100% covered	No OON
Emergency Room Copay	\$100 (wia)		\$100 (wia)		80% covered		\$75 (wia)	
Urgent Care	\$35 per visit	70% covered	\$35 per visit	70% covered	80% covered		\$20 per visit	No OON
Outpatient Services								
Outpatient Surgery	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		\$100 per procedure	No OON
Outpatient Services w/o Copay	80% Covered (subject to deductible)	70% covered	80% Covered (subject to deductible)	70% covered	80% covered		100% covered	No OON
Prescription Drugs								
Retail Copays	\$10/\$30/\$50	Not covered	\$10/\$30/\$50	Not covered	80% covered		\$10/\$25/\$50	No OON
Mail Order Copays	2X Retail	Not covered	2X Retail	Not covered	80% covered		\$20/\$50/\$100	No OON
Health Reimbursement Account								
Health Reimbursement Account	\$350/\$700		\$350/\$700		\$350/\$700		None	

APPENDIX B

FACULTY PROFILE FORM

Name _____ Department _____

Home Address _____

Telephone Number _____ Faculty Rank _____

Tenure Status _____ Highest Degree Earned _____

COURSES TAUGHT

Please indicate course title.

FALL 20

1. _____
2. _____
3. _____
4. _____

SPRING 20

1. _____
2. _____
3. _____
4. _____

PUBLICATIONS:

Please list all publications or append a current vita.

UNPUBLISHED RESEARCH:

RESEARCH / WORKS IN PROGRESS:

PAPERS PRESENTED: Please list all papers presented or append a current vita.

GRANTS:

AWARDS:

UNIVERSITY SERVICE:

PROFESSIONAL PLANS FOR 20 - - ACADEMIC YEAR SUCH AS PAPERS IN
PROGRESS, EXPECTED PRESENTATIONS, GRANTS, ETC.)

Faculty Signature

Date

Appendix C

GENERAL FACULTY OBLIGATION FORM

Dear Faculty Member:

Please fill out this form in its entirety and return to the Dean of your school by October 15. This information is required by the Collective Bargaining Agreement.

Thank you for your cooperation.

Name: _____ Department: _____

Campus Address & phone number: _____

Home Address & phone number: _____

Please indicate class schedule (C), office hours (O) and (P) professional activity

	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM
Monday													
Tuesday													
Wednesday													
Thursday													
Friday													
Saturday													
Sunday													

Appendix D

Approval Form: Travel Funds Requested for Conference Attendance

Name: _____ Date: _____

Name & Dates of Conference: _____

Location: _____

Cost: Registration Fees _____

Hotel nights (number and cost): Nights _____ Cost per Night _____

Travel by (circle one): Car Train Plane Cost: _____

Total funds requested (including \$50 per day for meals): _____

When does early bird registration end (date)? _____

Are you a member for reduced fees? _____

Reason for Attendance: _____

List the name/title of the poster/presentation or note school requested professional development.

Was this presentation, invited _____ peer reviewed _____

Have you or co-authors presented this poster/presentation before (circle one): Yes No

When: _____ Where: _____

Why do you think this conference will best showcase your work (i.e. who attends, number of attendees, etc.)? _____

How many conferences have you received travel funds for this academic year? _____

Dean's Signature of Approval: _____

Comments: _____

SIDE LETTER NO. 1

Catherine Cleaver
Executive Director
Adelphi Chapter, AAUP

Re: Fund for Faculty Development

Dear Cathy:

This letter records our agreement during bargaining for the 2016-2021 agreement regarding the Faculty Development Fund. The Fund shall initially contain \$75,000, which sum may be increased from time to time as circumstances warrant. The Fund will be dispersed to allow faculty opportunities for development pursuant to the procedures set forth in the contract or otherwise approved by the Provost or Dean of the appropriate school.

Very truly yours,

Zachary D. Fasman

SIDE LETTER NO. 2

Catherine Cleaver
Executive Director
Adelphi Chapter, AAUP

Re: Health Insurance

Dear Cathy:

This letter records our agreement during negotiations for the 2016-2021 contract that during the first year of the Agreement (2016-2017), Adelphi shall submit proposals for bids from carriers to provide health insurance, for the agreed-upon benefit levels in the contract, at competitive rates. The proposal shall include both a self-insured option and an option for full insurance coverage. The University shall inform the AAUP when it solicits such bids and shall share an overview of the results of the bids with the AAUP. The University reserves the right to decide whether or not to change carriers as the coverage involves members of various other collective bargaining units as well as non-union administrative personnel. The University agrees to fully consider any suggestions or proposals made by the AAUP with regard to this matter.

Very truly yours,

Zachary D. Fasman