

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE
-AND-
THE COUNTY OF DUTCHESS
-AND-
PART-TIME EDUCATORS' UNIT OF
DUTCHESS UNITED EDUCATORS

2020 – 2025

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Article I: RECOGNITION

Pursuant to Article XIV, Section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the “Board of Trustees”), acting on behalf of the local sponsor, recognizes Dutchess United Educators (hereinafter referred to as “DUE”) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all Part-Time Teaching Educators as defined by PERB certification and all professional Part-Time Non-Teaching Educators (PT-NTE) positions as defined by PERB certification and/or listed in Appendix E.

Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any Part-Time Educator in the enjoyment of any right conferred upon them by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any Part-Time Educator with respect to hours, wages, or any terms or conditions of employment by reason of their membership, or lack thereof, in DUE or their participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or their institution, of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE’s right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

3.03 Labor/Management Meeting

DUE and the College will meet at least once per semester, unless both parties decline, to discuss matters that are important to either DUE or the College that are related to Part-Time Educators. The meeting allows a regular venue for discussion about changes in working conditions and other matters of mutual concern.

Article IV: PURPOSE AND IMPLEMENTATION

This agreement seeks to promote and assure effective relationships between the management of Dutchess Community College and the Part-Time Teaching Educator and Part-Time Non-Teaching Educator positions represented by DUE. It is recognized by the parties that maintenance of the high quality educational programs is of utmost importance and that nothing in this agreement should detract from this effort. This agreement formally and publicly acknowledges the contribution of Part-Time Teaching Educator and Part-Time non-Teaching Educator positions toward this goal of continued quality educational programs at Dutchess.

Article V: ACADEMIC FREEDOM

All parties to the agreement endorse the 1940 AAUP Statement on Academic Freedom (1990 revision). Said statement is hereby adopted and made part of this agreement as shown in Appendix A.

Article VI: DUE BENEFITS

6.01 Use of College Facilities

DUE may use College facilities at reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

6.02 Distribution of Agreement

Copies of this Agreement shall be available to view and download on the College's website. The College shall not be obligated to provide copies of this Agreement to any unit member.

Article VII: BENEFITS FOR EDUCATORS

7.01 Professional Leave

a) Part-Time Teaching Educators

For each individual course section taught, Part-Time Teaching Educators shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

b) Part-Time Non-Teaching Educators

Part-Time NTEs who are regularly scheduled to work a minimum of 840 hours per year (i.e., 20 hours per week multiplied by 42 workweeks) and employed by the College for a minimum of five months shall be granted 15 hours of leave with pay per year. Said leave may be used because of illness, to conduct personal business, attend to family affairs, inclement weather when the College is closed, and vacation. Leave time may not be accumulated, and has no cash-out value upon separation from service. This provision shall take effect at the start of the 2022-2023 academic year.

7.02 Bereavement Leave for Part-Time Teaching Educators

Bereavement leave is the absence due to the death of a Part-Time Educator's parent, spouse/domestic partner (as defined in accordance with the New York State Public Health Law Section 2961), parent of spouse/domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Part-Time Teaching Educators may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. Part-Time Non-Teaching Educators shall be provided with up to 25 hours of unpaid leave due to the death in their family as defined above. The Part-Time non-Teaching Educator shall be afforded the opportunity to make up the time, provided that such time is made up within one month upon return from the bereavement leave. The scheduling of such make-up time shall be subject to the approval of the Part-Time non-Teaching Educator's supervisor. This benefit is offered for each loss. Part-Time Educators will notify their supervisors of the need for bereavement leave. This section shall take effect upon the ratification of the Collective Bargaining Agreement (CBA).

7.03 Retirement System

Part-Time Educators, including PT NTEs, regularly scheduled to work any number of hours, may join the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full-time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

7.04 Tuition Waiver for DCC Credit Courses

The College shall provide a tuition waiver program for Part-Time Educators. The tuition waiver applies to credit courses only.

Part-Time Teaching Educators who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-Time Non-Teaching Educators who have worked for one continuous year prior to enrollment are eligible

to take one course for credit in each subsequent fiscal year, provided that the Part-Time Non-Teaching Educator remains employed during the period that they are enrolled in the course.

In class sections where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class size be increased because of this article by more than three students without the Teaching Educator member's approval. The College will make a good faith effort to accommodate Part-Time Educators who seek to enroll in a course pursuant to this section; however, it is also understood that student enrollment takes priority over the enrollment of Part-Time Educators under this section.

7.05 Health Insurance

(a) Provided that enrollment is permitted by the College's health insurance plan, and when applicable, the Insurance Consortium, Part-Time Teaching Educators who have taught a minimum of two consecutive semesters (excluding summer and winter inter-sessions) may participate in the College's health insurance program. Provided that enrollment is permitted by the College's health insurance plan, and when applicable, the Insurance Consortium, Part-Time Non-Teaching Educators who have worked for at least one continuous year prior to enrollment may participate in the College's health insurance program. The full cost of the plan will be paid by the Part-Time Educator. The Part-Time Educator shall be billed on a monthly basis for the cost of the coverage and failure to make timely payments shall be a basis to terminate coverage, subject to any notification requirements under the law.

(b) Flexible Benefits

- i. Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.
- ii. Monies designated to this account, but not used during the year, cannot be returned to the individual. All other terms and conditions concerning the administration of the account shall be governed by the Summary Plan Description for such account.

7.06 Mileage Reimbursement

Part-Time Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

7.07 Jury Duty

Part-Time Non-Teaching Educators serving on jury duty shall be provided with unpaid leave for the period that they served on jury duty. The Part-Time Non-Teaching Educator shall be afforded the opportunity to make up the time, not to exceed 25 hours, provided that such time is made up within one month from return from jury duty. The scheduling of such make-up time shall be subject to the approval of the Part-Time Non-Teaching Educator's supervisor. If the time is made-up, then compensation, if any, received for jury duty shall be remitted to the College.

7.08 Professional Development Opportunities for Part-Time Educators

Part-Time Educators may seek out, and the College administration may recommend opportunities for professional development. The benefits of professional development may include:

- growth as a college instructor
- growth as an academic professional
- contribution to students, the department and the College
- gaining professional experiences relevant for their promotion application
- inclusion in the department and College

The participation of Part-Time Educators in College-provided professional development is optional.

Part-Time Educators shall not be paid for their time participating in professional development opportunities, for example, attending campus forums and informational workshops or watching webinars suggested by the College, and attendance at such professional development activities is subject to the approval of the Part-Time Educator's supervisor and the operational needs of the College. Part-Time Non-Teaching Educators shall be afforded the opportunity to make up the time, not to exceed 10 hours, provided that: (a) the Part-Time Non-Teaching Educator documented their participation in these activities; and (b) such time is made up within one month from the date of the professional development activity.

The scheduling of such make-up time shall be subject to the approval of the Part-Time Non-Teaching Educator's supervisor.

While nothing herein shall limit the College's discretion to require a Part-Time Educator to attend professional development and/or training, the College recognizes the Part-Time status of these educators that may limit availability outside scheduled work hours. Therefore, for required professional development and/or training, the College shall provide options for participation that may include offering multiple sessions at varied times or online/virtual participation, unless no flexible options are practical. Additionally, the College shall provide three weeks' notice for any

required professional development and/or training. Part-Time Educator's shall be compensated for any mandated training and/or professional development that takes place outside of the Part-Time Educator's regular work schedule. Mandated training and/or professional development for Part-Time Teaching Educators shall be compensated per Article 10.02, and compensation for Part-Time Non-Teaching Educators shall be compensated at the employee's regular rate of pay.

Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

8.01 Appointment

Part-Time Teaching Educators can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific College needs. The Office of Vice President for Instruction and Learning or designee may waive this limitation.

Part-Time Non-Teaching Educators may be appointed on a minimum of a six-month basis, in order to meet specific college needs. Part-Time Non-Teaching Educators, will receive an appointment letter from the College or designee no later than two weeks before the first day of their appointment, absent extenuating circumstances. The College maintains the right to terminate the appointment within the six-month period; in such event, the College shall provide notice of termination, severance pay, or a combination thereof, for the lesser of one month or the duration remaining under the Part-Time Non-Teaching Educator's appointment. This notice or severance provision shall not apply to any Part-Time Educator terminated for misconduct.

8.02 Orientation

A College-wide orientation program will be held each semester. Participation at orientation is mandatory for all Part-Time Teaching Educators who are new to the College or for those who have not taught for the College for a period of four consecutive semesters. Part-Time Non-Teaching Educators who are new to the College may be required to participate in orientation. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for Part-Time Educators. Part-Time Teaching Educators will be compensated at the non-teaching rate. Part-Time Non-Teaching Educators will be compensated their hourly rate for participating in orientation.

8.03 Online/Hybrid Courses

a) Approval and Requirements

- i. Part-Time Educators wishing to teach an online/hybrid course must receive the prior written approval of the academic Department Chair and the Office of Vice President for Instruction and Learning. Additionally, they must currently be teaching or in the past have taught at least one lecture-based credit course at Dutchess Community College before developing an online/hybrid course(s). No Educator will be assigned an online/hybrid course without prior training in an appropriate Learning Management System (LMS) and without their consent.

- ii. Hybrid courses have at least 1/3 of the educational content conveyed in a digital environment. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Vice President for Instruction and Learning. Online learning courses are taught entirely online but may include proctored assessments.
- iii. A Part-Time Educator must successfully teach an online/hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.

b) Training

- i. Part-Time Educators approved to teach their first online/hybrid course will receive documented training in the appropriate LMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Office of Vice President for Instruction and Learning or designee will mentor the Educator when needed.
- ii. During the one semester of training/preparation to offer their first online/hybrid course, the Part-Time Educator will be paid for three (3) lecture hours at the appropriate teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the LMS and relevant pedagogy to teach an online/hybrid course.
- iii. For any subsequent online/hybrid course(s) taught by a Part-Time Educator, or for course development by a Part-Time Educator with documented prior training in an appropriate LMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate LMS and relevant pedagogy to the development of each additional online/hybrid course.
- iv. If the training/preparation to teach an online learning course is not available on the Dutchess Community College campus or online, and training must be taken at an off-campus location, the College will reimburse the Part-Time Educator for all the Office of Vice President for Instruction and Learning approved travel, lodging, and meals to attend the training programs.
- v. The Part-Time Educator teaching an online/hybrid course must have specific course information including a syllabus, schedule, and introductory announcement placed in the LMS at least one week before the commencement of the semester in which the course is to be taught.

- vi. The College agrees to consider and discuss with DUE additional training support for Teaching Educators teaching Hybrid courses as those opportunities become available.

c) Online/Hybrid Course Offerings

If a Part-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only, for the purposes of the successful completion of the particular course section.

d) Formal Observation

An online course may be used for the Part-Time Educator’s formal class observation. Those Educators teaching both onsite and online courses shall have an online course be used at least once every three years for their formal class observation.

e) Course and Selection Limitations

- i. Limitations for Part-Time Educators teaching online courses throughout the year are defined in the table below:

	Fall Semester	Spring Semester	Winter Term	Summer Session
Part-Time Educators	2 sections	2 sections	1 section*	2 sections

* = With the special approval of the Department Head and the Office of Vice President for Instruction and Learning.

- ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. Thereafter, the maximum enrollment for online/hybrid courses shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and 80% of the maximum for the regular course if the maximum is 21 students or more. Hybrid sections with less than 50% of educational content being taught online would have maximum enrollment consistent with face-to-face sections.

f) Contact Hours

Online courses count towards a Part-Time Educator’s contact hours per semester and summer and winter sessions.

g) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Part-Time Educator.

h) Waiver

The Office of Vice President for Instruction and Learning may waive the requirements/limitations in Sections 8.03(b)i., and 8.03(e)i., with the approval of the DUE President or their designee and the Part-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

8.04 Annual Mandated State/Federal Training

Part-Time Educators participating in mandated federal/state training will be paid at the non-teaching rate for Part-Time Teaching Educators and the hourly rate for Non-Teaching Educators. Whenever possible, Part-Time Educators will be offered the option to complete the training remotely.

8.05 Years of Service

Part-Time Educators will be recognized with length-of-service certificates acknowledging the length of time employed by the College. In order to be eligible for the length of service certificate, the PTE must have taught at least one course each year or have worked for a period of at least sixteen (16) workweeks during the year for the period that they are receiving the length of service certificate. If a Part-Time Educator also worked as a full-time educator in the DUE bargaining unit, those years of service as a full-time employee would also count toward years of service.

8.06 Participation in Committees, Task Forces, Forums

As a member of the college campus, Part-Time Educators invited to participate in activities to aid in the College's work are compensated for their time as specified in Section 10.02. All paid work is agreed upon in advance with the Educator's supervisor. Part-Time Educators may be a member of College committees that function outside of the College's shared governance structure such as, but not limited to, interview committees, task forces, and special projects. Part-Time Teaching Educators will be paid at the non-teaching rate and Part-Time Non-Teaching Educators will earn their hourly rate while participating in this form of College work.

Part-Time Educators are welcomed to attend campus forums and convocation. Attendance to these events is voluntary and unpaid.

Article IX: GENERAL PROFESSIONAL PRACTICES

9.01 Appointment and Termination

The appointment and termination with just cause of Part-Time Teaching Educators shall be done by the President of the College upon the recommendation of the Office of Vice President for Instruction and Learning in conjunction with the office of Human Resources.

9.02 Personnel Files

The Office of Vice President for Instruction and Learning, in conjunction with the Office of Human Resources, shall maintain a personnel file for each Part-Time Teaching Educator member. The files, except for pre-employment information, shall be open to the individual Teaching Educator member, pursuant to policies and procedures promulgated by the Board of Trustees. The Office of Human Resources shall maintain a personnel file for each Part-Time Non-Teaching Educator.

9.03 Assignment of Classes

The Department Chair retains the discretion to assign courses in a way that best maximizes the use of Teaching Educator's expertise and balances the needs of the department. The Teaching Educator's proven teaching ability, recent evaluations, and number of years teaching experience at the College are factors in considering assignments to courses available. Full time Teaching Educator will be given preference on all course assignments. Classes assigned to Part-Time Educators are paid the full cost for the course, with no formula applied without negotiation of such with DUE.

9.04 Teaching Educator Evaluation Process

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations for Part-Time Teaching Educator shall be to recognize and encourage outstanding teaching performance. Through the evaluation process, Teaching Educators are able to identify areas of excellent performance and areas for improvement, and supervisors and peers are able to provide useful feedback for consideration.

Evaluation of Part-Time Teaching Educators is also an element of the process through which Part-Time Teaching Educators earn Reemployment Preference (see Article 9.05).

Part-Time Teaching Educator seeking promotion shall be evaluated based upon total professional performance, according to criteria developed by the Part-Time Teaching Educator Criteria and Placement Committee, as provided in Appendix K.

Teaching Evaluation Process

The primary components of the teaching evaluation process are the:

- Classroom Observations and Student Surveys of Teaching to supply first-hand information about the Teaching Educators' teaching practice,
- Procedural Responsibilities which include Syllabus Review, and Administrative Feedback on submission of grades and use of DCC email to communicate with the College and Students.

Evaluation of Part-Time Teaching Educators shall be uniformly applied and have primary emphasis on teaching effectiveness. Attention shall be paid by supervisors or other evaluators to the various demands and requirements for teaching students at different levels and in different disciplines.

Detailed information about the Evaluation Process is located in Appendices F, G, H, I, and J.

9.05 Reemployment Preference

The Reemployment Preference (RP) list is a mechanism to recognize Part-Time Teaching Educators who have demonstrated quality teaching performance with ongoing teaching assignments at the College.

Benefits to a Part-Time Teaching Educator on the RP list include:

- an opportunity to submit information concerning their teaching preferences;
- consideration for course assignments prior to any Part-Time Teaching Educators not on the RP list, provided that the College Department Chair and Part-Time Supervisor deems the Part-Time Teaching Educator qualified to teach the course, which shall be subject to Office of Vice President for Instruction and Learning's approval;
- confirmation of course assignments, prior to a specific date;
- use of a modified schedule for administering Student Survey of Teaching forms; and
- listing of their name and title (rank) on their department's website.

a) Criteria for placement on RP list:

- i. Part-Time Teaching Educators who have taught courses at the College for six consecutive semesters (fall and spring) immediately preceding placement on the RP list or have taught 30 total contact hours at any time within the past five years, including at least one course in the last two years, will be eligible for the RP list.

- ii. Part-Time Teaching Educators who begin teaching courses during or after Fall 2017 will be placed on the RP list based on: (a) receiving at least 3 signed evaluations, indicating they met expectations using the guidelines articulated in Appendix F Written Evaluation of Part-Time Teaching Educators, one of which must be completed in the Academic Year in which they become eligible. Prior to the placement of a Part-Time Teaching Educator on the RP list, the Office of Vice President for Instruction and Learning shall review and confirm that all requirements have been met. If all requirements have been met, then the Office of Vice President for Instruction and Learning shall confirm approval.

b) Process for verification and notification for PT Teaching Educator RP List

Beginning in Fall 2017, all evaluations used to satisfy criteria for the RP List must be reviewed and signed by the Part-Time Teaching Educator and the Part-Time Teaching Educator Supervisor, and sent to the Department Chair and the Office of Vice President for Instruction and Learning.

- i. Completed evaluations to be used to satisfy criteria for the RP list must be received by the Office of Vice President for Instruction and Learning by December 15th of the previous year.
- ii. No later than February 15th of each year, the College Administration will certify and deliver an updated list of PT Teaching Educators who meet the criteria for the RP list to each department chair and the DUE President.
- iii. Each PT Teaching Educator who has met the criteria for the RP list will be notified by the Department Chair no later than February 15th. This notification will be copied to the Part Time Teaching Educator's Supervisor.
- iv. The RP List, updated per iii above, will be in effect and will be used for course assignments in the following Academic Year (Fall through Summer).

c) Process for assigning courses to Teaching Educators on the RP List:

- i. Each RP Part Time Teaching Educator will submit in writing their availability for teaching to the Department Chair and Part Time Teaching Educator Supervisor. They may indicate their preferences for course titles, number of sections, and times of day and/or campus location. RP Part-Time Teaching Educators must express their preferences no later than:
 - September 30th for winter and spring assignments
 - January 30th for summer
 - February 28th for fall assignments

- Preferences received later than these dates may not be honored.
- ii. The department will thoughtfully consider assigning courses to PT Teaching Educators on the RP List before assigning courses to Part-Time Teaching Educators not on the RP List. These decisions must be made based on legitimate reasons. The Teaching Educator's member's proven teaching ability, recent evaluations, area of concentration, relevant teaching experience, and number of years' of teaching experience at the College are factors in considering assignments to available courses. The failure to assign a course to a PT Teaching Educator on the RP List shall not be subject to arbitration.
 - iii. Departments may discuss with the RP Teaching Educator their tentative assignments as soon as the course scheduling is decided upon. The Department Chair/Supervisor shall formally notify the RP Teaching Educator of their course assignments in writing before courses are assigned to Part Time Teaching Educators who are not on the RP list. These notifications must be made no later than:
 - December 1 for winter and spring assignments
 - April 1st for summer
 - May 1st for fall assignments.

After these dates, the part time Teaching Educator's course assignments will not be changed without their consent unless their course is cancelled or if a full-time Teaching Educator assumes the course.

Assignments are not fully guaranteed until a contract is issued.

Nothing in this article shall preclude Part-Time Teaching Educators from being offered additional courses after the notification dates above.

- iv. The Department Chair retains the ability to assign courses in a way that best maximizes the use of Part-Time Educator's expertise and balances the needs of the department.
- v. Specific assignments for Part-Time Teaching Educators will be determined within each department and approved by the Office of Vice President for Instruction and Learning.

d) Appeal of Course Assignments:

If a Part-Time Teaching Educator believes they are not being fairly considered for course assignments, the PT Teaching Educator may request a meeting with the Department Chair/Supervisor and the Office of Vice President for Instruction and Learning. The PT Teaching Educator may elect to contact the DUE President or DUE VP of Part Time

Educators and request that a DUE representative attend the meeting with them. Such representation will be mutually agreed upon between DUE and the PT Teaching Educator. The appeal of a course assignment shall not be subject to arbitration.

e) Termination of Reemployment Preference and Exemptions:

- i. A Part Time Teaching Educator shall retain their RP status unless:
 - a. it is terminated through the evaluation process because they receive an overall evaluation that indicates needs improvement. If the subsequent evaluation indicates that the PT Teaching Educator meets expectations, they will be placed back on the RP list for the next Academic Year.
 - b. the Part-Time Teaching Educator is removed during the pendency of an investigation. However, if the Part-Time Teaching Educator is exonerated, they shall be reinstated to the RP list. If the Part-Time Teaching Educator is not exonerated, then they shall be removed from the RP list.
 - c. it is terminated due to a break in service that extends beyond 18 months from the last day of instruction. Breaks in service will not include any semester where:
 - i. An initial assignment is cancelled because of low enrollment.
 - ii. An initial assignment is assumed by a FT Teaching Educator.
 - iii. An initial assignment is cancelled or not made due to extenuating personal circumstances, of which the department chair and the Office of Vice President for Instruction and Learning and/or Human Resources have been notified. These circumstances must be verified and approved, and will not be unreasonably denied.
- ii. Before the termination of RP, the PT Teaching Educator shall be given notice by the College Administration. The PT Teaching Educator may elect to contact the DUE President or DUE VP of Part Time Teaching Educators and request that a DUE representative investigate the matter. The termination of RP status shall not be subject to arbitration.

f) Non-approval or removal from the Reemployment preference list.

In the event that a Part-Time Teaching Educator is either not approved for placement on the RP list or removed from the RP list, the Office of Vice President for Instruction and Learning shall provide a written explanation for doing so upon written request from that Part-Time Teaching Educator.

9.06 Ranks

Ranks for Part-Time Teaching Educators recognize the educational, technical, artistic and professional accomplishments of these individuals as related to their disciplines and the value that these experiences bring to the classroom.

- It is also understood that Part-Time Teaching Educators may or may not come to the College through the traditional academic graduate track, so criteria that encompass Part-Time Teaching Educators' academic achievements as well as professional development will be created to define the ranks.
- Part-Time Teaching Educator ranks do not necessarily equate to full-time Teaching Educator ranks.
- Ranks also provide a means for Part-Time Teaching Educators to earn promotion through objective criteria and thereby earn higher compensation.

9.07 Promotion

Promotion for Part-Time Teaching Educators recognizes the educational, technical, artistic and professional accomplishments of these individuals because it demonstrates growth in their discipline and teaching skills and the value this brings to students and the College community.

- Promotion is made through an annual application process.
- The promotion process begins in the fall of each academic year. Promotion decisions will be announced by the College by the last day of classes in May.
- Promotions are determined at the discretion of the College President, and are not subject to appeal in any forum. The President may take into consideration the financial climate at the College in deciding: (a) whether to promote PT Teaching Educators; and (b) how many PT Teaching Educators to promote.
- PT Teaching Educators who earn a promotion will move horizontally on the salary grid to the next higher rank. They retain their contact hour count.
- Promotions go into effect in the fall of the next academic year.

a) Process

The promotion of a PT Teaching Educator to the next higher rank is a process which is based not only on teaching but also engagement in professional experiences that add value and contribute meaningfully to the Teaching Educator's work with Dutchess Community College students, departments and/or the institution. The specific promotion instructions and application form are provided in Appendix K

b) Criteria

The promotion application will include the following criteria:

- The applicant will have completed a minimum of ten terms at one rank before they may apply for promotion. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.
- The applicant's three most recent evaluations will have an overall evaluation of "Meets Expectations." The evaluations or promotion application will include evidence of teaching excellence.
- The applicant will provide written verification of experiences that demonstrate their continuing professional development and that connect to their growth as an educator, impact student learning or provide valuable service to the DCC community.

In addition, the applicant will have an opportunity to provide examples of and a reflection on their teaching work as part of the promotion application.

ARTICLE X: SALARY

10.01 Terms

All Part-Time Teaching Educators as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B. The semesters of experience that determine salary rates do not need to be consecutive. The hourly rates for Part-Time Non-Teaching Educators are shown in Appendix D.

10.02 Remuneration for Non-Teaching Assignments

Remuneration for non-teaching assignments and service on College committees or task forces assumed by Part-Time Educators that have been, in advance, either:

- requested by the Department Chairperson and approved by the Office of Vice President for Instruction and Learning, or
- requested directly and approved by the Office of Vice President for Instruction and Learning, or
- requested by their area's supervising dean,

shall be compensated as specified below:

- (a) Compensation is at non-teaching rates for Part-Time Teaching Educators as listed in Appendix C.

- (b) Compensation for Part-Time Non-Teaching Educators is at their normal hourly rate.

Committee service assignments must be approved by the Part-Time Educator's Immediate Supervisor and area supervising dean.

Service by Part-Time Educators on a Labor-Management Committee will not be compensated by the College.

10.03 Part-Time Field Supervisors

Remuneration for Part-Time field supervision shall be determined as follows:

- One hour of field supervision is defined as a scheduled hour of supervision that takes place each week of the semester.
- Each hour of supervision receives 1/2 hour compensation at the lab contact hour rate.

10.04 Compensation for Class Cancellation

If the College: (a) cancels or reassigns a section of a course that a Part-Time Teaching Educator has been assigned in the Master Schedule within one week of the first day of that section; and (b) did not assign the Part-Time Teaching Educator an alternative section of any course, the Part-Time Teaching Educator will be paid a lump-sum payment of \$400 as compensation for the work that went into preparing the section of the course originally scheduled.

10.05 Eligibility for Retroactive Compensation or Benefits

A unit member whose services were terminated for cause shall not be eligible for any retroactive compensation or benefits.

10.06 Effective Date of Contract Provisions

Unless otherwise specified, all revisions to the predecessor contract provided in the August 4, 2022 Memorandum of Agreement on the September 1, 2020 through August 31, 2025 CBA shall take effect September 1, 2022.

Article XI: GRIEVANCES

11.01 Procedure

a) Definition

A “contract grievance” is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

b) Step 1

Should any dispute arise as to the proper implementation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his designee within thirty (30) calendar days after DUE knew, or reasonable should have known, of the act or condition giving rise to the dispute.

c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his designee may request DUE meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to, subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of the Agreement and to the precise issue submitted for arbitration. All fees and expenses of the arbitration(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

e) Appeal/Acceptance

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 5711 (a), (b)I, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

ARTICLE XII: TERMS AND CONDITIONS OF EMPLOYMENT

Terms and conditions of employment as established by this contract may only be changed by mutual agreement. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS

13.01 Conclusion of Collective Negotiations

This agreement is the entire Agreement between the Board of Trustees and the Part-Time Educator Unit of DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

13.02 Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law, or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

Article XIV: APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XV: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2020 and shall continue through August 31, 2025.

DUTCHESS COMMUNITY COLLEGE

By: _____
Michael Francis Dupree, Chairman
Board of Trustees

By: _____
Dr. Peter Grant Jordan, President

(Date)

(Date)

DUTCHESS UNITED EDUCATORS

DUTCHESS COUNTY

By: _____
Dr. Werner Steger, President

By: _____
Marcus Molinaro, County Executive

(Date)

(Date)

APPENDIX A: ACADEMIC FREEDOM

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they 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 they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

APPENDIX B: PART-TIME TEACHING EDUCATOR SALARY SCHEDULES

Beginning with the Fall 2020 semester and continuing only through the end of this contract.

- Part-Time Teaching Educator contact hour wages are directly tied to the salary of full-time Teaching Educators by using a negotiated rate of full-time salaries (Equity Percentage).
- Steps within each rank provide a means for Part-Time Teaching Educators to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 lecture and/or lab contact hours beginning in Fall 2018.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall starting in Fall 2019, Part-Time Teaching Educators with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these Part-Time Teaching Educator's total contact hour accumulation. Steps will be awarded until the Part-Time Teaching Educator reaches the top step of the schedule within their rank.

Academic Year 2020 – 2021

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,244	\$1,358	\$1,464	\$1,578
2	\$1,277	\$1,395	\$1,506	\$1,624
3	\$1,310	\$1,432	\$1,547	\$1,669
4	\$1,343	\$1,469	\$1,588	\$1,715
5	\$1,375	\$1,506	\$1,630	\$1,760
6	\$1,408	\$1,544	\$1,671	\$1,806
7	\$1,441	\$1,581	\$1,713	\$1,852
8	\$1,474	\$1,618	\$1,754	\$1,897
9	\$1,506	\$1,655	\$1,795	\$1,943

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$933	\$1,019	\$1,098	\$1,184
2	\$958	\$1,047	\$1,130	\$1,218
3	\$983	\$1,074	\$1,161	\$1,252
4	\$1,008	\$1,102	\$1,191	\$1,287
5	\$1,032	\$1,130	\$1,223	\$1,320
6	\$1,056	\$1,158	\$1,254	\$1,355
7	\$1,081	\$1,186	\$1,285	\$1,389
8	\$1,106	\$1,214	\$1,316	\$1,423
9	\$1,130	\$1,242	\$1,347	\$1,458

Academic Year 2021 – 2022

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,244	\$1,358	\$1,464	\$1,578
2	\$1,277	\$1,395	\$1,506	\$1,624
3	\$1,310	\$1,432	\$1,547	\$1,669
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7	\$1,081	\$1,186	\$1,285	\$1,389
8	\$1,106	\$1,214	\$1,316	\$1,423
9	\$1,130	\$1,242	\$1,347	\$1,458

Academic Year 2022 – 2023

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,294	\$1,412	\$1,523	\$1,641
2	\$1,328	\$1,451	\$1,566	\$1,689
3	\$1,362	\$1,489	\$1,609	\$1,736
4	\$1,397	\$1,528	\$1,652	\$1,784
5	\$1,430	\$1,566	\$1,695	\$1,830
6	\$1,464	\$1,606	\$1,738	\$1,878
7	\$1,499	\$1,644	\$1,782	\$1,926
8	\$1,533	\$1,683	\$1,824	\$1,973
9	\$1,566	\$1,721	\$1,867	\$2,021

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$970	\$1,059	\$1,142	\$1,231
2	\$996	\$1,089	\$1,175	\$1,267
3	\$1,022	\$1,117	\$1,208	\$1,302
4	\$1,049	\$1,146	\$1,239	\$1,339
5	\$1,074	\$1,175	\$1,271	\$1,373
6	\$1,098	\$1,204	\$1,304	\$1,409
7	\$1,124	\$1,233	\$1,336	\$1,445
8	\$1,150	\$1,262	\$1,368	\$1,480
9	\$1,175	\$1,292	\$1,401	\$1,517

Academic Year 2023 – 2024

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,346	\$1,469	\$1,583	\$1,707
2	\$1,381	\$1,509	\$1,629	\$1,757
3	\$1,417	\$1,549	\$1,673	\$1,805
4	\$1,453	\$1,589	\$1,718	\$1,855
5	\$1,487	\$1,629	\$1,763	\$1,904
6	\$1,523	\$1,670	\$1,807	\$1,953
7	\$1,559	\$1,710	\$1,853	\$2,003
8	\$1,594	\$1,750	\$1,897	\$2,052
9	\$1,629	\$1,790	\$1,941	\$2,102

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,009	\$1,102	\$1,188	\$1,280
2	\$1,036	\$1,133	\$1,222	\$1,317
3	\$1,063	\$1,162	\$1,256	\$1,354
4	\$1,090	\$1,192	\$1,288	\$1,392
5	\$1,116	\$1,222	\$1,322	\$1,428
6	\$1,142	\$1,252	\$1,357	\$1,465
7	\$1,169	\$1,283	\$1,390	\$1,502
8	\$1,196	\$1,313	\$1,423	\$1,539
9	\$1,222	\$1,344	\$1,457	\$1,577

Academic Year 2024 – 2025

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,399	\$1,528	\$1,647	\$1,775
2	\$1,436	\$1,569	\$1,694	\$1,827
3	\$1,474	\$1,611	\$1,740	\$1,877
4	\$1,511	\$1,652	\$1,786	\$1,929
5	\$1,547	\$1,694	\$1,834	\$1,980
6	\$1,584	\$1,737	\$1,880	\$2,032
7	\$1,621	\$1,778	\$1,927	\$2,083
8	\$1,658	\$1,820	\$1,973	\$2,134
9	\$1,694	\$1,862	\$2,019	\$2,186

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	\$1,049	\$1,146	\$1,235	\$1,331
2	\$1,077	\$1,178	\$1,271	\$1,370
3	\$1,105	\$1,208	\$1,306	\$1,408
4	\$1,134	\$1,239	\$1,340	\$1,448
5	\$1,161	\$1,271	\$1,375	\$1,485
6	\$1,188	\$1,303	\$1,411	\$1,524
7	\$1,216	\$1,334	\$1,445	\$1,562
8	\$1,244	\$1,365	\$1,480	\$1,600
9	\$1,271	\$1,397	\$1,515	\$1,640

APPENDIX C: REMUNERATION FOR NON-TEACHING ASSIGNMENTS BY PART-TIME TEACHING EDUCATOR

Remuneration for non-teaching assignments shall be at the rate of \$35.00 per hour for those Part-Time Teaching Educator who are in their first through sixth semesters of DCC teaching employment and at the rate of \$40.00 per hour for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.

APPENDIX D: PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES

Notes:

- Pay rates for new hires will be the minimum pay rate for the salary range.
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum. No rate can exceed the maximum for the band.

Salary Range for 2020 – 2021 AY

	Minimum	Maximum	Increment
Band A	\$32.74	\$38.02	\$1.06
Band B	\$32.74	\$36.96	\$0.84
Band C	\$31.68	\$36.96	\$1.06
Band D	\$24.77	\$29.08	\$0.86
Band E	\$24.77	\$29.08	\$0.86
Band F	\$21.54	\$24.77	\$0.65
Band S	\$47.52	\$52.80	\$1.06

- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2021 – 2022 AY

	Minimum	Maximum	Increment
Band A	\$32.74	\$38.02	\$1.06
Band B	\$32.74	\$36.96	\$0.84
Band C	\$31.68	\$36.96	\$1.06
Band D	\$24.77	\$29.08	\$0.86
Band E	\$24.77	\$29.08	\$0.86
Band F	\$21.54	\$24.77	\$0.65
Band S	\$47.52	\$52.80	\$1.06

- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.

- No salary will exceed the maximum for the range.

Salary Range for 2022 – 2023 AY

	Minimum	Maximum	Increment
Band A	\$34.05	\$39.54	\$1.10
Band B	\$34.05	\$38.44	\$0.87
Band C	\$32.95	\$38.44	\$1.10
Band D	\$25.76	\$30.24	\$0.89
Band E	\$25.76	\$30.24	\$0.89
Band F	\$22.40	\$25.76	\$0.68
Band S	\$49.42	\$54.91	\$1.10

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2023 – 2024 AY

	Minimum	Maximum	Increment
Band A	\$35.41	\$41.12	\$1.15
Band B	\$35.41	\$39.98	\$0.91
Band C	\$34.27	\$39.98	\$1.15
Band D	\$26.79	\$31.45	\$0.93
Band E	\$26.79	\$31.45	\$0.93
Band F	\$23.30	\$26.79	\$0.70
Band S	\$51.40	\$57.11	\$1.15

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.

- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2024 – 2025 AY

	Minimum	Maximum	Increment
Band A	\$36.83	\$42.77	\$1.19
Band B	\$36.83	\$41.57	\$0.94
Band C	\$35.64	\$41.57	\$1.19
Band D	\$27.86	\$32.71	\$0.97
Band E	\$27.86	\$32.71	\$0.97
Band F	\$24.23	\$27.86	\$0.73
Band S	\$53.45	\$59.39	\$1.19

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

APPENDIX E: PART-TIME NON-TEACHING EDUCATOR BANDS

The College and DUE are creating the following Bands for PT NTEs. At the time of hire, a PT NTE will be clearly assigned to one of the bands based on criteria that was mutually agreed upon by the College and DUE.

- Band A:** Administrative Support
- Band B:** Coaches/Counselors/Liaisons/Librarians/Coordinators/Supervisors
- Band C:** Administrative Support – non supervisory
- Band D:** Specialists/Lab Monitors/Assistant Coordinator
- Band E:** Professional Tutors
- Band F:** Proctors
- Band S:** Specialty Groups

APPENDIX F: WRITTEN EVALUATION OF PART-TIME TEACHING EDUCATORS

A written review is prepared for each Part-Time Teaching Educator in conjunction with their supervisor on the following basis:

- Each of the first two semesters
- Every alternate semester thereafter in which they have a teaching assignment.
- Completed written reports must be signed by both the Teaching Educator and the supervisor, and shall be submitted to the Office of Vice President for Instruction and Learning within four weeks of the last day of classes for each semester.
- Any comments by a supervisor recommending improvement in a performance category must include specific recommendations for improvement and a time frame for following up on the progress of recommendations with the Part-Time Teaching Educator. The Part-Time Teaching Educators may include written comments on the supervisor's recommendations.
- The information gathered in the written evaluation must be kept confidential by the supervisor and the Office of Vice President for Instruction and Learning and is to be deposited in the Teaching Educator's file maintained by the Office of Vice President for Instruction and Learning.

The supervisor/Teaching Educator reviewer shall include the following information in the written evaluation:

1. Classroom Observation: Written reports resulting from classroom observation of the Part-Time Teaching Educator must include consultation between Department Chair/Supervisor and the individual evaluated before and after writing the report. The report should be filed in the individual's file and a copy given to them. The individual evaluated may attach their comments. Refer to Appendix G for the classroom observation process.
2. Student Feedback: For each Part-Time Teaching Educator the supervisor will summarize the contents of student surveys completed since the last evaluation. Refer to Appendix I for the student survey of teaching process.
3. Procedural Responsibilities:
 - a. Syllabi for each Teaching Educator for each course section taught shall be collected and filed with the department in a timely manner. Refer to Appendix H for the required elements of syllabi.
 - b. Teaching Educator submits grades according to dates posted in the College academic calendar.

- c. Teaching Educator submits record of grade justification per College policy according to dates posted in the College academic calendar.
 - d. Teaching Educator uses DCC email to communicate with College and students.
4. A Part-Time Teaching Educator may provide additional materials to be considered, such as a portfolio prepared by the Teaching Educator that could include:
- a. current teaching materials and assessments
 - b. current student work
 - c. written self-evaluation by the Teaching Educator
 - d. student surveys of teaching
 - e. other materials the Teaching Educator feels may accurately represent their teaching performance

APPENDIX G: CLASSROOM OBSERVATION PROCESS

Teaching performance will be measured by considering the demonstration of such qualities as:

- command of the subject matter
- ability to organize and present course materials
- ability to engage students in the learning environment

Observations shall be scheduled within the first two-thirds of the semester or term at a time mutually agreed upon by the designated observer and the Teaching Educator to be evaluated with at least two weeks' advance notice.

Teaching Educators may request an additional observation and associated report by their supervisor or by a senior full-time Teaching Educator of the department (above the Assistant Professor level) if they desire. The senior full-time Teaching Educator chosen must be mutually acceptable to the individual and the supervisor.

The supervisor and the Office of Vice President for Instruction and Learning may determine that an additional observation(s) of a Teaching Educator is warranted. The supervisor will notify the Teaching Educator and the request will be accompanied with an explanation for the additional observation based on unbiased evidence.

APPDENDIX H: REQUIREMENTS FOR SYLLABI

Each syllabus must include the following required elements:

1. Name of course, semester, section, and/or CRN number
2. Teaching Educator name and contact information (must include DCC email as a primary form of contact outside of class)
3. Class meeting time and place
4. List of required textbook(s) and/or other required materials
5. Catalog course description (may also include additional course description detail specific to the instructor but shall not contradict or conflict with the catalog description)
6. Course Student Learning Outcomes
7. Institutional Student Learning Outcomes (when applicable)
8. Outline of course and course requirements
9. Grading criteria indicating how final grade is determined
10. Statements regarding academic accommodations, Title IX, and academic honesty. (These statements will be provided to all Teaching Educators by the Office of Vice President for Instruction and Learning. The statements will be available on the Faculty tab in myDCC).

APPENDIX I – STUDENT SURVEY OF TEACHING PROCESS

The Student Survey of Teaching process provides a mechanism to bring the student voice in to the Teaching Educator evaluation process. As is the case throughout the evaluation process, the intent and purpose is to use this information to assist the Teaching Educator in their growth and development as an educator. The Department Chair/Supervisor and the Office of Vice President for Instruction and Learning will hold confidential and will not share, in any form, any personally identifiable quantitative data resulting from the surveys including in the Promotion process. All consideration of these data shall be undertaken with the understanding that student feedback is an important but limited vehicle for understanding the effectiveness of an individual's teaching. All Teaching Educators and administrative supervisors' evaluation of student survey results will be informed by a clear understanding of the research that demonstrates that student survey responses may reflect biases based on gender, race, sexual orientation, appearance, academic rigor, subject matter of the course, and students' desire to take the course, work habits, and confidence about and prior knowledge of the subject matter. Therefore, data can be used to guide future professional development and shall not be used to initiate disciplinary procedures.

- a. The Student Survey of Teaching form and process shall be annually reviewed by an all-Teaching Educator committee. This DUE committee will consist of Teaching Educators from a range of academic disciplines, including at least two Part-Time Teaching Educators, and including two Teaching Educators who specifically represent DUE and hereafter referred to as the Evaluation Committee.
- b. Any revision to any portion of the form or process that is recommended by the Evaluation Committee and approved by the Office of Vice President for Instruction and Learning shall be formally negotiated between DUE and the College prior to implementation.
- c. The Student Survey of teaching will be administered during the weeks 12 – 14 each semester in all sections taught until the Teaching Educator has achieved Reemployment Preference status.
- d. Each semester, the department's office assistant shall obtain a sufficient number of Student Survey of Teaching envelopes and current survey forms from the mail room and make them available to the department Teaching Educator. All Part-Time Teaching Educator survey forms are to be returned to the respective departmental office.
- e. The Student Survey of Teaching form shall include two required sections (Parts A and B) and one optional section (Part C). Part A gathers information to be considered at the institutional level with results tabulated and provided to the Office of Vice President for Instruction and Learning, Part B gathers information to be considered at the department level, and Part C (optional) gathers information at the course/discipline level.

- f. Part A survey forms will be scanned for data every semester in the academic department and reviewed by the academic department chair for all departmental courses. The data from Part A will be forwarded to the Office of Vice President for Instruction and Learning within 45 days of the end of each spring and fall semester. These data can only be used by the Office of Vice President for Instruction and Learning to initiate a conversation with the department chair to discuss institutional and departmental trends.
- g. The department chair will forward the data collected for departmental courses taught by Part-Time Teaching Educators to the respective supervisor.
- h. The quantitative data collected from Part A of the Student Survey of Teaching shall not be included in any promotion application.
- i. Student responses to Parts B and C of the Student Survey form remain at the department level, for use by the Teaching Educator and their departmental and/or program supervisor.
- j. All parts of the Student Survey of Teaching form and machine readable forms completed by students shall be returned to the respective Teaching Educator.

APPENDIX J – STUDENT SURVEY OF TEACHING FORM

Part A of the Student Survey of Teaching

Students will rate each statement on a 5 point Likert scale (1-strongly disagree, 2-disagree, 3-neutral, 4-agree, and 5-strongly agree). Part A will consist of the following statements:

- i. The instructor provided a syllabus that included a course outline.
- ii. The instructor clearly communicated how the course grade was to be determined.
- iii. The instructor provided their DCC email address and how best to contact them outside of class.
- iv. The instructor usually begins class on time as scheduled.
- v. The instructor usually uses the instructional time available with breaks (when applicable).
- vi. The instructor expects students to use the required textbook(s)/resource(s).
- vii. The instructor is responsive to students' questions and concerns.
- viii. The instructor gives clear explanations.
- ix. I had a strong desire to take this course.
- x. I was able to access the resources required for the course.
- xi. I was able to commit the time and effort necessary to be successful in the course.
- xii. I feel my prior knowledge in the subject matter was a significant factor in my ability to be successful in the course.

Part B focuses on the collection of potentially useful information to the Teaching Educator as concerns their teaching practice. That information will be provided to the Teaching Educator's supervisor and returned to the Teaching Educator after review by the supervisor. Initially, Part B will consist of the following prompts for feedback:

- i. Please comment on your overall impression of this instructor.
- ii. Please comment on the organization and structure of the course.
- iii. Please comment on your interactions with the instructor.
- iv. Please comment on the text book and materials used in the class.

- v. Please add any other comments you would like to make, including your overall summary of the course and suggestions for improvement. Give examples where you can.

Part C may be required by a department and/or discipline, and will be specific to the department and designed and voted upon by the Teaching Educators in that department, and approved by the Evaluation Committee.

APPENDIX K – PROMOTION PROCESS FOR TEACHING EDUCATORS

Effective teaching is rewarded through the step system. Faculty who teach 30 contact hours and have evaluations indicating “meets expectations” will move to the next pay step according to the 2016-2020 Part-Time Educator contract.

The promotion of a part-time faculty member to the next higher rank is a competitive process which is based not only on excellent classroom teaching but also engagement in professional experiences that add value and contribute meaningfully to the faculty member’s work with Dutchess Community College students, department, and/or the institution. Meeting minimum criteria to apply does not guarantee promotion. Promotions are determined at the discretion of the College President.

INSTRUCTIONS

Promotion applications must be submitted to the Supervisor by no later than the **first day of classes in January** as a single PDF file that includes Part A of the application form and all documentation requested. Promotions become effective in the Fall of the next Academic Year.

Promotion of part-time faculty requires clear evidence **in all three** of the following categories:

1. Terms of Service
2. Evaluations That Reflect Excellence in Teaching
3. Relevant Professional Experiences

PROMOTION PROCESS STEPS AND TIMELINE

1. If a part-time faculty educator meets the criteria below, they must complete Part A of this application and submit it to their supervisor no later than the **first day of classes in January**.
2. The Supervisor will immediately alert the Department Chair as to how many applications have been received.
3. The Supervisor will complete Part B of this application and submit it to the Department Chair by the **first Friday in February**.
4. Before receiving the applications, the Department Chair will convene a meeting where interested full-time faculty and supervisors in that department will determine how best to review and vote on the applications from their department, and will establish the Part-Time Faculty Promotion Committee(s).
 - Neither the Department Chair nor the candidate’s supervisor are required to participate on this committee, but may do so if they choose.
 - A department may have multiple Part-Time Faculty Promotion Committees.
 - Each Committee must include a minimum of three full-time faculty from the candidate’s department.
 - If there aren’t three departmental full-time faculty interested in participating on the Committee(s), the Department Chair can request OAA to solicit potential participants from other departments.
5. The Committee(s) reviews and votes on the applications **no later than the last Friday in February**. The Committee informs the Supervisor and Department Chair of the results for the average vote of each candidate no later than **the next business day**.
6. The Supervisor immediately informs the candidate of the average of the voting results. The part time faculty member may elect to withdraw their application at this time. He/she must make that decision and inform the Supervisor, who must inform the Committee before **the first Friday in March**.

7. The Committee sends completed applications to the Office of Academic Affairs by **the Friday before Spring break.**
8. The Office of Academic Affairs will review the applications and make recommendations for promotions to the College President.
9. PT faculty will be notified of promotion decisions by **the last day of classes in May (before the Evaluation/Exam period begins).**

PROMOTIONAL CRITERIA

1. Terms of Service Criteria

In order to apply for promotion to the next higher rank, the PT faculty must have completed teaching a minimum of ten (10) terms at their current rank. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.

2. Evaluations That Reflect Excellence in Teaching

Excellence in teaching is essential in order to be considered for promotion.

Excellence in teaching can be characterized by such things as:

- a. engaging students in the classroom, and consistently encouraging them to grow as learners. This is evident by student participation and involvement in the work being addressed.
- b. recognizing different learning styles, and integrating teaching methodology that accommodates these differences.
- c. creating a rapport with students that supports a constructive and safe learning environment.
- d. helping students learn to effectively use academic resources to enhance their comprehension of the course content.
- e. creating supplemental materials which help create a scaffold for learning.

For promotion into a higher rank, the application must clearly demonstrate the following criteria.

Rank	Teaching Excellence Demonstrated for Each Rank
Adjunct Assistant Professor	Evaluations should indicate excellence as a college teacher
Adjunct Associate Professor	Evaluations should indicate consistently superior performance as a college teacher in multiple categories above
Adjunct Professor	Evaluations should indicate exemplary performance as a college teacher in most of the categories above.

3. Relevant Professional Experiences

Candidates for promotion should not only be excellent teachers, but also have demonstrated their continuing professional development, which either impacts student learning or provides valuable service to the DCC community.

For promotion into a higher rank, the following criteria must be met:

Rank	Professional Experiences Demonstrated for Each Rank
Adjunct Assistant Professor	Some professional experiences that demonstrate continued growth as an educator and/or demonstrate contributions to and participation in the educational endeavors of the institution beyond the standard teaching responsibilities.
Adjunct Associate Professor	Consistent and regular participation in experiences that demonstrate continued growth as an educator, and/or demonstrate involvement which contributes to the institutional mission.
Adjunct Professor	Significant professional experiences and/or significant involvement on campus on a consistent and regular basis over many years. Professional experiences must be clearly connected to growth as an effective educator, and/or as a leader in the department or at the College.

Part-time Faculty Promotion Application

PART A: TO BE COMPLETED BY THE CANDIDATE APPLYING FOR PROMOTION

Name of Part-time Faculty Educator:

Date of Application:

Date of Hire:

Name of Current Supervisor:

1. INITIAL PLACEMENT AND TERMS OF SERVICE

Check your current rank:

- Adjunct Instructor
- Adjunct Assistant Professor
- Adjunct Associate Professor

Indicate the number of terms* you have completed teaching at DCC :

**Teaching during the summer counts as 1 term regardless of whether you taught 1 or 2 summer sessions.*

Indicate the rank for which you are applying.

2. TEACHING EFFECTIVENESS

To be considered for promotion, the teaching evaluations must show clear evidence of excellent teaching. This should be clear to all reviewers by notes that are made in the comment sections of the classroom observations, or by the Supervisor's further comments in Part B of this application.

1. Part-time Faculty Evaluations by your supervisor(s). Attach a copy of your three (3) **most recent** evaluations (can be obtained from OAA). At least one evaluation must have been completed since the 2017-2018 academic year.
2. Portfolio of teaching. Attach two activities/assignments with corresponding syllabus for the course(s), and provide a brief written reflection on how they best represent your teaching (500 words maximum).

3. PROFESSIONAL EXPERIENCES

- A. Using a bulleted list*, please list applicable professional experiences that you have participated in since your date of hire or last promotion at DCC. Next to each professional experience listed include the academic term (with year) and provide a brief description. (Please refer to the list of possible categories and professional experiences listed in the *2018-2019 FAQ for Part-time Faculty for Rank, Step and Promotion.*)

- B. Attach documents that verify items indicated (i.e. unofficial transcripts, photocopies, letters of completion, certificates of attendance, convention brochures/programs listing your DCC affiliation.)

- C. Include links to sites that can be used to verify materials that are too lengthy to include, i.e articles, books, presentations, etc.

**please use an asterisk, dash or similar text character for your “bullet.”*

Type Here.

PART B. TO BE FILLED OUT BY SUPERVISOR

The promotion of a part-time faculty member is a competitive process which is based on excellent classroom teaching as well as engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution.

Based on the statement above, is there clear evidence that the part-time faculty qualifies for promotion? If, NO a brief rationale must be provided.

Yes.

If a supervisor feels that the part-time faculty member's evaluations do not adequately illustrate excellent teaching, the supervisor may add relevant reflections here.

No

Please print your name, sign and date below. By **the first Friday in February**, please submit candidate's application to the Department Chair.

(Print name)

(Sign name)

(Date)

PART C. TO BE FILLED OUT BY A MEMBER OF DEPARTMENT'S PART-TIME FACULTY PROMOTION COMMITTEE(S)

Enter results of vote below.

Vote for Promotion from Rank of Enter Initial Rank to Rank of Enter New Rank

- ** Five
- Four
- Three
- Two
- One

Average:

- ** 5 = fulfilled the criteria as well as they can
- 3 = represents a position half way between one and five
- 1 = barely fulfilled the minimum criteria

Please print name, sign and date below for all full-time faculty members who participated in the review and voting process for the candidate's application (attach separate page with additional names, signatures and dates if needed) **By the Friday before Spring break** submit candidate's application to the Office of Academic Affairs.

(Print name) (Sign name) (Date)

(Print name) (Sign name) (Date)

(Print name) (Sign name) (Date)