

**COUNTY OF SUFFOLK**



**OFFICE OF THE COUNTY EXECUTIVE**

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LABOR RELATIONS

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Director

**STIPULATION OF AGREEMENT  
BETWEEN  
THE COUNTY OF SUFFOLK  
AND  
THE FACULTY ASSOCIATION  
OF  
SUFFOLK COUNTY COMMUNITY COLLEGE**

Stipulation of Agreement made and entered into this 1st day of June, 2006 by and between the County of Suffolk ("the County") and the Faculty Association of Suffolk County Community College ("Association").

1. Term of Agreement (Article IX). The collective bargaining agreement between the parties is extended for a period of six years, from September 1, 2005 up to and including August 31, 2011 in all of its terms and conditions except as specifically modified herein.

2. Wages and Salary Schedules: Full-Time Faculty (Appendix A(1)).

Effective September 1, 2005, the full-time salary schedules shall be increased by 2% at each step. Effective September 1, 2006, the full-time salary schedules shall be increased by an additional 2.75% at each step. Effective September 1, 2007, the full-time salary schedules shall be increased by an additional 2.85% at each step, except for Step 20 for professors, which shall receive a 1.235% increase. Effective September 1, 2008, the full-time salary schedules shall be increased by an additional 2.95% at each step. Effective September 1, 2009, the full-time salary schedules shall be increased by an additional 2.95% at each step. Effective September 1, 2010, the full-time salary schedules shall be increased by an additional 3% at each step.

3. Wages and Salary Schedules: Adjuncts (Appendix A(6)). Effective September 1, 2006, the adjunct rate schedule (Instructor, Assistant, Associate, Professor) shall be increased by \$100 at each rank. Effective September 1, 2007, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2008, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2009, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2010, the adjunct rate schedule shall be increased by an additional 3% at each rank.

4. Wages and Salary Schedules: Adjuncts (Appendix A(6)). Effective September 1, 2006, the adjunct rate schedule (Professional Assistants, Specialists) shall be increased by 3% at each rank. Effective September 1, 2007, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2008, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2009, the adjunct rate schedule shall be increased by an additional 3% at each rank. Effective September 1, 2010, the adjunct rate schedule shall be increased by an additional 3% at each rank.

5. Instructor, Assistant, Associate, Professor Overload Rate (Appendix A). Effective September 1, 2006, the rate shall be increased by 3% at each rank. Effective September 1, 2007, rate shall be increased by an additional 3% at each rank. Effective September 1, 2008, the rate shall be increased by an additional 3% at each rank. Effective September 1, 2009, the rate shall be increased by an additional 3% at each rank. Effective September 1, 2010, the rate schedule shall be the same as the adjunct rate schedule for September 1, 2010.

6. Professional Assistants, Specialist Overload Rate (Appendix A(8)). Effective September 1, 2006, the rate shall be increased by 3% at each rank. Effective September 1, 2007, rate shall be increased by an additional 3% at each rank. Effective September 1, 2008, the rate shall be increased by an additional 3% at each rank. Effective September 1, 2009, the rate shall be increased by an additional 3% at each rank. Effective September 1, 2010, the rate shall be increased by an additional 3% at each rank.

7. Overload Rate (Appendix A) (NEW). Add: "Effective September 1, 2006, overload rates apply to any full-time member of the College's professional staff regardless of bargaining unit status."

8. Excellence in Education Stipend (Appendix A) (NEW). Effective September 1, 2007, any Professor who on September 1, 2007 reached and completed one year of service at the maximum increment shall be eligible for an excellence in education stipend in the amount of \$3,956 to be paid in equal bi-weekly amounts as part of regular salary. Effective September 1, 2007, any Professional Assistant II who on September 1, 2007 reached and completed one year of service at the maximum increment shall be eligible for an excellence in education stipend in the amount of \$2,372 to be paid in equal bi-weekly amounts as part of

regular salary. The stipends will be increased each year thereafter by the same percentage as the salary increase for the full-time faculty.

9. Article II(L). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read: "All provisions of this Agreement, including but not limited to wages, hours, and terms and conditions of employment, shall be applied in a manner that is not arbitrary, capricious or discriminatory with regard to race, color, national or ethnic origin, citizenship status, religion, sex, age, disability or veteran or marital status, political affiliation or sexual orientation."

10. Personnel Files (Article II(M)(1)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read, "The College may maintain the official personnel files of faculty members in a centralized location designated by the College."

11. Coordinators of Instructional Technology, Curriculum Development and Instructional Design (Article IV(A)(13)(b)). Effective September 1, 2006, revise to read:

"i. Coordinators hired prior September 1, 2006 in the above titles shall have academic titles and ranks. Coordinators in the ranks of instructor, assistant and associate professor shall be placed on the appropriate step on the instructional salary schedule, plus 20%. Coordinators awarded the rank of full professor shall be placed on the appropriate step on the instructional salary schedule, plus 15%. The position assigned with the title indicated above shall be the discipline.

ii. Coordinators hired on or after September 1, 2006 shall be placed on the appropriate step on the coordinator salary schedule, plus 20%. Coordinators shall be eligible for coordinator ranks 2 and 3. Instructional Technology, Curriculum Development or Instructional Design shall, as appropriate, be the discipline for the assigned coordinator."

12. Nursing Course Coordinator (Article IV(A)(14) (NEW)). Effective September 1, 2006, add:

"Nursing Course Coordinator. Coordination for each one of the clinical nursing courses in the School of Nursing shall be the responsibility of a Nursing Course Coordinator who must be qualified in the clinical specialty for which he/she acts as Coordinator. Assignment as Coordinator includes all sections of the clinical nurse course, College-wide, during the fall and spring semesters. The Coordinator shall receive three contact hours per academic year of reassigned time or three hours of

overload pay, at the College's discretion, for the coordination assignment. No one may hold more than one Nursing Course Coordinator position per academic year. Oversight and on-site responsibilities for summer nursing clinical courses will be performed by an appropriate administrator."

Also, renumber succeeding paragraphs.

13. ESA's (Article IV(A)(14, 19); Appendix C). Effective upon the complete ratification and approval of the 2005-2011 Agreement, delete ESA's from A(14); delete A(19); delete Appendix C(II)(C, D (only references to ESAs)); delete all other references in contract to ESAs.

14. Reassigned Time (Article IV(A)(21)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read: "The College shall provide the Association with a list of all reassigned time to be distributed no later than 30 days prior to the beginning of each academic year. Any changes to the initial reassigned time shall be provided 30 days prior to the start of the spring semester for spring semester changes or the first summer session for changes that occur during that academic period. The reassigned time list should contain the name of the faculty member, the semester distribution of the reassigned time hours designated College-wide or by campus, and the purpose of the reassignment. The list should be broken down into contractual and non-contractual reassigned time."

15. Dual Credit Courses (Article IV(A)(22)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, change the title from "High School Programs" to "Dual Credit Courses" and add the following:

"In the event the College seeks to implement a "dual credit" course with a Suffolk County high school, the following shall apply:

1. The course's instructional content will be delivered by a high school teacher whose academic qualifications are judged by the College to be comparable to those of the college faculty teaching the course.
2. The appropriate academic discipline/department will consult with the Vice President for Academic and Student Affairs as to which existing College courses are appropriate to be offered in a dual credit program.
3. A full-time Unit III faculty member in the appropriate discipline will be assigned as the faculty mentor. The faculty mentor is the individual primarily responsible for activities such as the orientation of the high school teacher, review of all instructional materials, course outlines and examinations, observation of classroom teaching, and student performance in

cooperation with the high school teacher, sign off of the final grade report for college transcript purposes and coordination with College administrative offices.

4. The faculty mentor will receive one contact hour for a dual credit course taught by a high school instructor at one site. The faculty mentor will receive an additional contact hour for each additional high school instructor per site teaching the same dual credit course. The faculty mentor will receive an additional contact hour for each new dual credit course per site. For example:

- One contact hour for mentoring if a dual credit EG 11 course is taught by high school teacher A.
- Two contact hours for the faculty mentor if at the same site, high school teacher B is also teaching a dual credit EG 11 course or if high school teacher A is teaching two different courses for the first time.
- Three contact hours for mentoring if in addition to the example above for two contact hours, high school teacher A teaches a dual credit EG 13 course or if either high school teacher A or B teaches three separate courses for the first time.

5. Except for the first semester in which a “dual credit” course is taught for the first time by a high school instructor, faculty mentors shall, in addition to their supervisory responsibilities for the high school dual credit course, include mentoring/support responsibilities on campus with new adjuncts, College Success tutors and/or College Success independent learning groups, as mutually determined between the faculty mentor and the appropriate College administrator. The allocation of time for these responsibilities shall be: first semester: 100% dual credit course; second semester: 75% dual credit course/25% college mentoring/support; third semester: 50% dual credit course/50% college mentoring/support; fourth and successive semesters: 25% dual credit course/ 75% college mentoring/support.

6. The contact hour(s) may be used toward basic load or overload, at the discretion of the College. In the event that it is used for overload, it shall be considered part of the eight contact hour maximum per semester but shall not count against the one course or five contact hour restrictions of day overload. A faculty mentor may be assigned no more than three dual credit basic load/overload contact hours per semester unless the restriction is

waived by the Vice President of Academic and Student Affairs in consultation with the Association.

7. No full-time faculty member shall be required to serve as a dual credit faculty mentor. Full-time faculty may volunteer for a dual credit assignment. If no full-time faculty member volunteers, the College reserves the right to assign an adjunct to perform the assignment. Approved faculty mentors must attend the College orientation for the dual credit program.

8. Faculty mentors shall be eligible for mileage reimbursement according to Article V(H).

9. Prior to implementation, the Association will be notified of any dual credit courses offered by the College. The notification will include the dual credit course(s) offered, the name of the high school teacher(s) who will teach the course and the student enrollment in each dual credit course, if known.

10. The teaching of these dual credit courses by high school faculty members shall not be deemed a waiver or breach in exclusivity, if any, of any bargaining unit work performed and/or the right, if any, to perform any of this work by unit members.

11. There shall be no reduction in force of any unit members as a direct result of the implementation of a "dual credit" program in any Suffolk County high school.

12. The College and the Association will meet at least once a year prior to April 15<sup>th</sup> to address changes or evolving issues related to the dual credit program."

16. ETU's (Article IV(A)(19)). Effective September 1, 2006, add "Emergency assignments for PA/Specialists/Coordinators shall be paid on an adjunct/overload hourly rate."

17. Office Hours (Article IV(G)). Effective September 1, 2006, increase by one hour per week. This additional hour may be scheduled at the member's option as a synchronous online office hour, pursuant to rules and regulations established by the College following consultation with the Association.

18. Nursing Faculty – Office Hours (Article IV(G)(1)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "For nursing faculty, one office hour may be held at a clinical site. All other office hours shall be held on campus. All existing rules regarding postings, office hour times, coverages, etc. will continue to apply."

19. Adjunct Invitations (Article IV(H) (NEW)). Effective September 1, 2006, add:

“Adjuncts shall be invited via e-mail and the faculty portal to participate in all College-wide general faculty meetings.”

20. Faculty Vacancies (Article IV(J)(3)(a)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read: “Notification of vacancies shall be made by faculty e-mail, faculty portal announcements and postings to the Human Resources’ home page. Vacancies may be concurrently advertised externally.”

21. Faculty Vacancies (Article IV(J)(3)(d)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read: “The College is an affirmative action/equal opportunity employer that does not discriminate on the basis of race, color, national or ethnic origin, citizenship status, religion, sex, age, disability or veteran or marital status, political affiliation or sexual orientation.”

22. Transfers Between Disciplines (Article IV(J)(5)(k) (NEW)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: “A faculty member who applies for transfer between disciplines must do so by the stated internal deadlines in order to preserve his/her contractual right to an interview.”

23. Transfers Among Campuses (Article IV(J)(7)(c) (NEW)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: “A faculty member who applies for transfer among campuses must do so by the stated internal deadlines in order to preserve his/her contractual rights to seniority.”

24. Computers (Article IV(P) (NEW)). Effective September 1, 2006, add: “The College will make a best effort to provide a computer for each full-time faculty member in his/her office.”

25. Salary and Assignments: Full-Time (Article V(A)(3)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, delete.

26. Longevity (Article V(C)(1)).

Effective September 1, 2006, each step shall be increased by \$50. Effective September 1, 2007, each step shall be increased by an additional \$50. Effective September 1, 2008, each step shall be increased by an additional \$50. Effective September 1, 2009, each step shall be increased by an additional \$50. Effective September 1, 2010, each step shall be increased by an additional \$50.

27. Sick Leave (Article V(D)(1)(a)).

Effective September 1, 2006, change 13 to 10 sick days per year.

28. Sick Leave (Articles V(D)(1)(a), V(I)(7)(b)).

Effective September 1, 2008, the maximum pay out for unused sick leave shall be reduced to 175 days paid out of 350 days.

29. Sick Leave (Article V(D)(1)(f) (NEW)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "Employees absent from work due to a medically recognized disability related to pregnancy prior to the birth of a child, disability related to childbirth, or any disability originating from childbirth after the birth of the child, shall be entitled to receive those benefits provided in this Agreement with respect to any other non-occupational illness or disability."

30. Faculty Development and Retraining Leave (Article V(D)(5)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, this Section shall be revised to read as follows:

"a. **Retraining.** Not later than December 1 of each year, the College will provide faculty members with a list of those disciplines or areas in which the College foresees the possibility of a future reduction in overall work load and/or a list of those disciplines or areas in which the College anticipates an increase in overall work load. A faculty member from one of the disciplines or areas designated by the College as an area of possible reduction may apply to be retrained in one of the disciplines or areas designated for growth.

b. **Development.** Not later than March 1 of each year, a faculty member who wishes to participate in the faculty development program may apply for financial assistance and/or reassigned time for professional development activities. Professional development activities include but are not limited to workshops, short courses, academic presentations, field research, seminars, or other activities designed to provide the faculty member with updated knowledge or skills in any emerging area of the faculty member's discipline or in an area of expertise within the discipline that the faculty member wishes to master. It will be the responsibility of the faculty member to describe the advance(s) in the field that make the development beneficial and the use the faculty member will make of it in the College and his/her discipline or duties at the College.

c. A faculty member who wishes to participate in the development/retraining program may apply for financial assistance and/or reassigned time. Reassigned time granted a faculty member under this program shall not exceed 24 credit hours for a maximum



of four years. Reassigned time is at the sole discretion of the Committee. Faculty granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through the SUNY and/or any other tuition assistance or scholarship program) necessary to achieve minimum qualifications, up to \$150 per credit and 75% tuition above the amount, and up to \$250 per course for books. A faculty member receiving reassigned time under this provision shall not be eligible for day overload assignment.

d. An application for assistance under this program, which shall include a statement of the course/activity to be pursued and an explanation as to how participation in the course/activity will enhance the College, shall be submitted in writing to a joint advisory committee, composed of an equal number of members appointed by the administration and the Association, not later than the March 1 prior to the academic period in which the course/activity will be pursued. (Faculty in discipline or areas of possible decline shall be given preferential consideration for assistance under the Retraining portion of this provision.) The joint committee will meet, make its determinations, and notify the applicants by May 30 of each academic year.

e. A faculty member shall fulfill qualifications or satisfactorily complete the retraining work no later than 48 months after the assistance commences and shall thereafter continue in the employ of the College for the next four academic semesters unless otherwise notified by the College.\* A faculty member granted this tuition assistance who fails to obtain the minimum qualifications or satisfactorily complete retraining work or does not continue in the employ of the College for the requisite four semesters shall be required to reimburse the County for all monies paid under this provision to the faculty member.\* A faculty member who receives financial assistance for professional development agrees to continue in the employ of the College for at least one semester after completion of his/her development activity or a comparable time if his/her development activity took place over two or more semesters.

\*(Barring any unforeseen circumstances beyond the control of the Faculty member.)

f. In accepting retraining assistance through this provision, the faculty member agrees to accept assignment to a course or courses related to the expertise developed. The College will make every effort to make the assignment on the campus of the faculty member's choice.

g. 24 credit hours shall be the maximum reassigned time the Committee may award under this provision for either retraining or professional development in any one academic year. Additional reassigned time may be awarded by the President on a case-by-case basis after consideration of the Committee's recommendation.

h. Funding for this development and retraining assistance program shall be provided by the County in an amount up to \$30,000 dollars per year. At the end of each award cycle, in any event no later than July 30 of each academic year, the joint advisory committee shall be provided with a full accounting report of this development fund. Based on the information in this report, the joint advisory committee shall make a recommendation to the President regarding the application of any funds to other faculty development or retraining programs including, but not limited to, accruing funds for subsequent cycles."

31. Adjunct Faculty Development Fund (Article V(D)(6)). Effective September 1, 2006, change "five" to "three" and change "three" to "two," and change \$300 to \$750.

32. Bereavement Leave (Article V(D)(7)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "In addition, the Director of Labor Relations, in his/her sole non-reviewable discretion, may grant bereavement leave for any other permanent member of the employee's household."

33. Pregnancy/Maternity Leave (Article V(D)(8)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, delete "pregnancy/maternity disability leave and/or" from the caption and (a)(1); also delete (b) and then incorporate D(8) into E(2) as appropriate.

34. Military Leave (Article V(E)(1)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revised to read: "Rules governing military leaves are governed by applicable federal, State and local law. Upon return from military leave, a faculty member shall be placed at the same position on the salary schedule that the employee would have had if the employee had continued to teach at the College during the period of military leave."

35. Admission to Courses (Article V(F)(1, 2)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, change “four” to “two” and, in the last sentence, add “, and related fees for the employee only,” after “Tuition” in (F)(1).

36. Conference Attendance (Article V(G)(1)).

Effective September 1, 2005, increase by \$100. Effective September 1, 2007, increased by an additional \$100. Effective September 1, 2009, increased by an additional \$100.

37. Benefit Fund (Article V(I)(4)).

Effective September 1, 2005, the rate of contribution shall be increased by \$50 per full-time member. Effective September 1, 2006, the rate of contribution shall be increased by an additional \$50 per full-time member. Effective September 1, 2007, the rate of contribution shall be increased by an additional \$50 per full-time member. Effective September 1, 2008, the rate of contribution shall be increased by an additional \$50 per full-time member. Effective September 1, 2009, the rate of contribution shall be increased by an additional \$50 per full-time member. Effective September 1, 2010, the rate of contribution shall be increased by an additional \$50 per full-time member.

38. Flexible Benefits Plan (Article V(J) (NEW)).

Effective as soon as is practical following the complete ratification and approval of the 2005-2011 Agreement, adjuncts shall be permitted to participate in the County’s Flexible Benefits Plan pursuant to the applicable rules, regulations and procedures of that Plan.

39. I.R.C. Section 403(b) Plan (Article V(K) (NEW)).

Effective as soon as is practical following the complete ratification and approval of the 2005-2011 Agreement, a committee consisting of four representatives designated by the Director of Labor Relations, including two from the College, and four persons designated by the Association President shall be established to consider the Association’s proposal that full-time faculty members be permitted to participate in a 403(b) employer contribution plan. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to these negotiations. The results of these negotiations are subject to bi-lateral, written agreement by the Association and the Director of Labor Relations, but not impasse procedures including fact finding. In addition, disputes regarding this section shall not be subject to the grievance and arbitration procedure or any other third party review.

40. Grievance Procedure (Article VI(V)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, in Section 5.4, delete the requirement for a hearing by the Director of Labor Relations; in Section 5.5(a), revise to reflect that only the Association may submit a grievance to Suffolk County PERB; in Section 5.5(b), revise to reflect Suffolk County PERB; in Section 5.5(c), delete the time limits.

41. On-line Observations (Article VII(E)). Effective September 1, 2006 add a new paragraph (10) as follows: "Observations of On-line Classes. Observation of on-line classes shall be performed by a DE trained academic chair or other appropriate administrator with appropriate knowledge of the subject area. The College will conduct regular training for administrators and faculty regarding on-line observation criteria and procedures (see Appendix J)."

42. Nursing Faculty – Prior Experience (Appendix A(2)(d) (NEW)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "Three years' full-time relevant and current nursing and clinical experience shall be equivalent to one step on the salary schedule."

43. Adjunct Nursing Faculty – Mandatory Orientation (Appendix A(14) (NEW)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "Adjunct nursing faculty shall be paid at the "Right to Know" rate for any mandatory orientation required by a clinical site."

44. Professional Assistants (Appendix C). Effective upon the complete ratification and approval of the 2005-2011 Agreement:

In I(A), revise the 1<sup>st</sup> line to read: "Titles of specialist and professional assistant."

In I(C), insert "P to P1 and" after "Movement from."

In II(A) (Title), delete "(formerly P3)."

Delete II(C) and reletter succeeding paragraphs.

In II(D), delete "to recommend the specific job responsibilities for the Educational Services Assistant title and."

In IV(3), add as a new (a): "P: Associate's degree or alternative appropriate level credentials in accordance with the criteria established by the Labor/Management Committee for faculty in the professional services personnel technical areas. In addition, the P must have worked four years full-time or have 14 semesters of service as an adjunct P in order to be eligible for promotion to P1. Initial hiring at P or P1 depends upon credentials." Reletter succeeding paragraphs.

In IV(3)(c) (old (b)), revise the last sentence to read: "All new P positions shall be filled at either the P or P1 rank based on credentials, unless a full-time P position vacancy is filled by an adjunct P who has attained the rank of P2."

Revise V to read as follows: "Opportunities for adjunct and overload assignments in the P and Specialist categories will be announced so that faculty in these categories can apply for the work based on the current seniority rules for assignment. Pay rates will be based on the assignment, not on the previous rank of the individual. Similar to the way in which a full-time P who teaches an overload class is paid as an instructor or an adjunct math instructor who has chosen an adjunct assignment as a P in the Medicated Math program is paid as a P, a current P or Specialist who accepts an adjunct or overload assignment in a different title will be paid at the title of the work he/she accepted."

Add: The P salary schedule shall be comprised of three steps below, and four steps above, the P1 entry level (step 1) step at 4% increments.

45. Specialists (Appendix C(1)). Effective September 1, 2007, add a new paragraph (D) as follows: "Movement from Spec 1 to Spec 2 in the Specialist title shall be through promotion based on merit as determined by the College in its sole non-reviewable discretion, provided that the candidate must have a Masters' Degree and four years' experience at the College in order to be eligible to be considered for promotion to Spec 2. The Spec 2 salary schedule shall be comprised of 9 steps, commencing at Spec 1, Step 12, with new steps 17-20 at 4% increments."

46. Educational Requirements for Promotion (Appendix I(6)).

Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read: "Individuals who hold a Master's of Fine Arts (MFA) for which the course work and performance requirements are substantially equivalent to "The Master of Fine Arts Degree and Faculty Policies" statement of the NASAD, NASD and NAST may submit their credentials for review to the Vice President for Academic and Student Affairs. The Vice President for Academic and Student Affairs or his/her designee will consult with the Chairperson of the College Personnel Committee and shall review the individual's transcript and the program of study required by the institution granting the MFA degree to determine the educational requirements that have been satisfied for promotion. The decision of the Vice President for Academic and Student Affairs or designee is final and not reviewable. Individuals who hold a Master's of Fine Arts degree for which the course work and performance requirements are substantially less than those stated in "The Master of Fine Arts Degree and Faculty Policies" statement shall be deemed to have satisfied the requirements for a Master's Degree plus 15 additional credit hours toward promotion in rank."

47. Educational Requirements for Promotion (Appendix I).

Effective September 1, 2006, add to the end of ¶ 3: "Prior approval is required from the Campus Dean for all coursework to be applied toward educational requirements for promotion on or after January 1, 2007. Prior approval is also required from the Campus Dean for substitution of work experience or performance for graduate credit."

In addition, effective September 1, 2006, for all faculty members hired on or after August 29, 2006, the minimum educational requirements for promotion to assistant professor shall be increased from a "master's degree" to a "master's degree plus six credit hours" in all categories; from a "bachelor's degree plus 24 credit hours and performance" to a "bachelor's degree plus 30 credit hours and performance" in the "English, Art and Music" category; from a "bachelor's degree plus 24 credit hours and performance" to a "bachelor's degree plus 30 credit hours and experience" in the engineering-related and technology areas (which shall now include Automotive Service Specialist and HVAC/R) and from a "bachelor's degree plus 24 credit hours and experience" to a "bachelor's degree plus 30 credit hours and experience" in the health-related areas categories. In addition, in the category of business-related areas (which shall now include Culinary Arts, Graphic Design, Computer Art and Interior Design), the minimum educational requirements for promotion to assistant professor shall also include a "bachelor's degree plus 30 hours and experience."

In addition, effective September 1, 2006, for all faculty members hired on or after August 29, 2006, the minimum educational requirements for promotion to associate professor shall be increased from a "master's degree plus 18 credit hours" to a "master's degree plus 21 credit hours"; from a "master's degree plus 9 credit hours and performance" to a "master's degree plus 12 credit hours and performance"; from a "master's degree plus 12 credit hours and experience" to a "master's degree plus 15 credit hours and experience"; from a "bachelor's degree plus 36 credit hours and experience" to a "bachelor's degree plus 39 credit hours and experience." In addition, in business-related areas (which shall now include Culinary Arts, Graphic Design, Computer Art and Interior Design), the minimum educational requirements for promotion to associate professor shall also include a "bachelor's degree plus 39 credit hours and experience."

In addition, effective September 1, 2006, for all faculty members hired on or after August 29, 2006, the minimum educational requirements for promotion to full professor in all categories shall be changed to include "or two master's degrees."

"In addition, effective September 1, 2006, successful completion of courses, seminars and workshops offered through a new College Faculty Development Institute can be applied toward promotion credits. Up to 25% of the additional credits beyond the minimum hiring requirement may be continuing education credits through the Institute. Prior approval from the Campus Dean is required for any continuing education credits that a faculty member intends to apply toward meeting the education requirements for promotion. A candidate may not substitute more than 50% of the additional credit hours beyond the minimum hiring requirement through any combination of undergraduate credit hours, work experience, performance and continuing education credits, which include credits received for participation in the Institute."

48. Educational Requirements for Promotion (Appendix I(13) (NEW)). Effective September 1, 2006, add: "Adjunct faculty without a discipline specific Masters may petition for a waiver of the MA specific degree to be eligible for promotion to adjunct Assistant Professor. The College's decision is final and non-reviewable."

49. Distance Education (Appendix J(III)(G) (NEW)). Effective September 1, 2006, add: "Subject to the availability of DE classes as scheduled by the College, full-time faculty who have been approved to do so may teach up to 40% of their basic load (two sections totaling no more than eight credits) online. Under extraordinary circumstances, and only with the approval of the Campus Dean and the Association, a faculty member may teach in excess of 40% of his/her basic load online in a given semester. There are no restrictions for overload or adjunct load."

50. Distance Education (Appendix J(III)). Effective September 1, 2006, add a new heading "Assignment to Courses," followed by the existing A-F. Then add a new subheading "Assignment to Peer Mentor," as follows:

"H. Peer mentors are faculty who have been recognized by the College as having extensive knowledge of online learning and pedagogy. Peer mentors work closely with faculty who are developing or teaching an online class to provide advice about and assistance with creating pedagogically sound learning environments.

1. The selection process will be based on seniority as outlined in Article IV(M).

2. All 10 month teaching faculty will be eligible to apply to be a faculty mentor.

3. All mentors will be certified by the appropriate Campus Dean.

4. All assignments will be made through the appropriate Campus Dean's Office."

51. Distance Education (Appendix J(IV)(A)). Effective September 1, 2006, revise to read: "The class size for an asynchronous course shall be a hard limit and shall not exceed 2/3 of the official maximum class size (after the census date) for a corresponding or similar course taught in the traditional format."

52. Distance Education (Appendix J(V) (NEW)). Effective September 1, 2006, add a new paragraph D as follows:

"Blended/hybrid courses are scheduled so that part of the semester the faculty member conducts his/her course in a classroom for face-to-face work with his/her students and conducts the other part of his/her course over the internet within a secure website.

1. Blended/hybrid courses are faculty developed.

2. A faculty member who develops a blended/hybrid course shall be eligible to receive three credits of reassigned time or overload/adjunct pay for course development if this is the first time he/she has developed any asynchronous course.

3. Faculty who teach blended/hybrid distance education courses shall be accessible to their students through the various dial up modes of communication, such as e-mail, fax and/or voice mail.”

53. Distance Education (Appendix J(VII)). Effective September 1, 2006, the Section shall be retitled "College Distance Education Committee" and the appropriate substitutions shall be made throughout the Section.

54. Distance Education (Appendix J(VII)(B)). Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read:

“The College Distance Education Committee shall do the following:

1. Establish guidelines to determine the level of technological proficiency required by a faculty member to teach in DE formats.

2. Make recommendations as to which courses/programs are academically appropriate for online delivery.

3. Ensure that established DE procedures (course proposal) are followed properly and fairly.

4. Develop support services, professional development and training opportunities for faculty.

5. Make recommendations to the College community concerning changes in available technology, support services and training opportunities.

6. Recommend policies regarding privacy, security and surveillance of electronic work activities as they affect D.E., such as email, internet access, usage, etc.

7. Recommend policies regarding workload issues.”



55. Distance Education (Appendix J(VIII)(C)(1)(1<sup>st</sup> and 2<sup>nd</sup> sentences)): Effective upon the complete ratification and approval of the 2005-2011 Agreement, revise to read:

“The College Distance Education Committee members shall include two elected faculty representatives from each campus, at least one of whom has experience with or involvement in DE delivery, one Association representative, the Associate Dean of Instructional Technology, the College Dean of Faculty and one Multimedia Instructional Designer (MID) appointed by the College. The Committee shall meet regularly throughout the year.”

56. On-line Observations (Appendix J (NEW)). Effective September 1, 2006, add a new Article VIII as follows:

“Observations of online courses shall follow the criteria and procedures for observations in traditional classroom formats as stated in Article VII, E, with the following modifications:

- A. The faculty member whose course is observed, the administrator observing the course and the peer chosen by the faculty member will arrange a meeting in real time during which the faculty member will introduce the online course format and structure to the administrator and the peer.
- B. If requested, the faculty member shall provide a 24-hour guest access to the administrator and the peer observers to allow them “student access” to the course.
- C. If access is provided to the observers, the faculty member shall notify his/her students of the observation via an online announcement within the course.
- D. The faculty member shall also post the email addresses of the observers in an online announcement to his/her students to provide students the option of sharing their experiences in the course with the observers.
- E. The observers agree to share with each other any emails addressed to one and not the other.”

57. Housekeeping Changes.

- a. Article I: Change titles in the list of ranks covered by the Association from plural to singular.
- b. Article II(K): Change “EG05” to “EG09.”
- c. Article II(L): Change “physical handicap” to “disability” and add veteran status per above.
- d. Article IV(A)(8-11): Incorporate terms of Memorandum of Agreement, last dated May 18, 2004.
- e. Article IV(E): Change title to “Vice President for Academic and Student Affairs.”
- f. Article IV(I): Change title to “Academic and Administrative Calendars.”
- g. Article IV(I)(2): Insert the word “intervening” between “each” and “year” in the first sentence.
- h. Article IV(I)(3): For clarity, separate into the following two paragraphs: “3. The final academic calendar shall be provided to faculty members by May 1 of the prior year.” “4. The administrative calendar shall be provided to faculty members by the first day of classes.”
- i. Article IV(J)(2): Change to proper titles.
- j. Article IV(J)(4)(a): Correct typo in second to last line; renumber to include Paragraph (J)(6).
- k. Article V(A)(2)(a): Change “CS 15 or WS 12” to current designations.
- l. Article V(D)(3)(e): Change “where” to “when.”
- m. Article V(D)(4)(a): Change “For” to “In.”
- n. Article V(D)(4)(b): Add “and specialists” after “professional assistants.”
- o. Article V(D)(4)(f): Add “and specialists” after “professional assistants.”
- p. Article V(H): Replace mileage amount with “current IRS rate” and change “with twenty-one” to “within twenty-one;” delete subparagraph (2).
- q. Article V(I)(5)(a): Change “between” to “among.”
- r. Article V(I)(5)(a): Delete last line as result of 1991 changes in Federal law re FICA payments.
- s. Article V(7)(a): Change “where” to “when.”
- t. Article VI(VI)(6.2): Change “advised” to “notified” and “said” to “the.”
- u. Article VII(C)(2): Change “published in the Academic Calendar” to “established by the College at the start of each semester.”
- v. Article VII(E)(4, 5): Change to subparagraphs (a) and (b); in paragraph (E)(5), add “Association” before “Peer Personnel Committee.”

58. Universal Changes.

- a. Change “release time” to “reassigned time.”
- b. Change “Dean of Faculty” to “Campus Dean.”
- c. Change campus names.
- d. Change “credit hours” to “contact hours.”

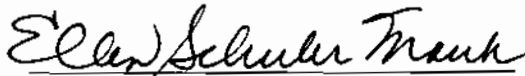
59. Other Changes.

- a. Appendix C: Include "health career sciences" in the examples of "Instructional Laboratory" PA's.
- b. Appendix I(5): add "In addition, Advance Practice Nurses who achieve National Certification shall be granted 15 credits toward educational requirements for promotion" to codify existing practice.
- c. Include all coordinator titles, as and where appropriate, into the contract.
- d. Article VII(F)(3)(d): change "4 years" to "14 semesters."

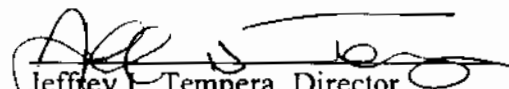
The provisions of this Stipulation of Agreement are subject to ratification by the Association membership, ratification by the County Executive and the College President and, for those provisions requiring the appropriation of funds, the approval of the College Board of Trustees and the County Legislature.

Dated: June 1, 2006

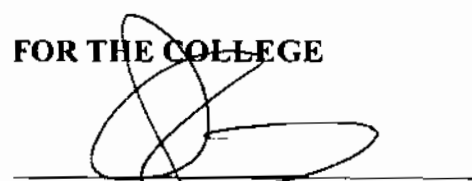
**FOR THE ASSOCIATION**

  
Ellen Schuler Mauk, President  
Chief Negotiator

**FOR THE COUNTY**

  
Jeffrey E. Tempera, Director  
Office of Labor Relations

**FOR THE COLLEGE**

  
Ilene S. Kreitzer  
Executive Director of Legal Affairs