

COLLECTIVE BARGAINING AGREEMENT BY AND
BETWEEN
THE BOARD OF TRUSTEES OF ADELPHI UNIVERSITY
and
THE ADELPHI UNIVERSITY CHAPTER, AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

SEPTEMBER 1, 2023 – AUGUST 31, 2028

Garden City, New York

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ARTICLE I: UNIVERSITY-UNION RELATIONSHIP

Section 1. Purpose

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

Section 2. Recognition

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

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

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

Section 3. Reservation of University Rights

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

ARTICLE II: INFORMATION AND DATA

Section 1.

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

Section 2.

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

Section 3.

The University will make available to the AAUP faculty workload reports through Data 360 or a similar reporting platform.

The University will provide to the AAUP annually on March 15th a report which details the number and designations of faculty across the University.

Section 4.

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

Section 5.

The Union shall provide the Office of the Provost and the Chief Human Resources Officer by September 15th of each year, a list of the names, addresses, and titles of all officers of the Union including members of the Union Steering Committee, and will keep such a list current.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

Except as provided elsewhere in this Agreement, the Chief Human Resources Officer or designee shall be responsible for initially receiving grievances which might arise under this Agreement.

Section 12.

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

ARTICLE III: NONDISCRIMINATION

Section 1.

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

agreement of the parties.

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

Section 2.

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

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

Section 1.

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

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

The Union and the Administration agree that any part-time or adjunct member of the collective bargaining unit may pay such dues and assessments as are from time to time authorized and collected from the membership of the Union. The AAUP will collect signed check-off authorization cards/forms from its part-time or adjunct dues-paying members, and will submit the originals of all newly signed cards/forms by the 15th of each month to the Office of Human Resources. The cards/forms can be in electronic format. The University will process new forms

submitted once a month and the deductions will be effective in the next applicable pay period. The University shall deduct dues in amounts certified by the Treasurer of the Union from time to time from the faculty member's paycheck.

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

Section 2.

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

Section 3.

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

ARTICLE V: GRIEVANCE PROCEDURES & ARBITRATION

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

Section 1. Definition

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

Section 2. Procedure

- a. Grievances may be filed by a faculty member or by the Union on a faculty member's behalf or by the Union on its behalf. A grievance must be filed in writing by a faculty member, or the Union within thirty (30) calendar days from the date of the alleged grievable occurrence. However, if the occurrence of the event being grieved is not immediately known to the Union the time within which to file a grievance shall commence when the Union learns or should have learned of the occurrence by the exercise of due diligence. The written grievance shall be a short, plain statement of the facts or events which are alleged to have violated the Agreement, and the relief sought.
- b. Except as otherwise provided in the Agreement, any grievance not processed in accordance with the time limits specified in this Article shall be deemed waived.
- c. The AAUP shall receive copies of any correspondence between the University and a faculty member pertaining to a grievance involving the faculty member. The Chief

Human Resources Officer (CHRO) will be a copy recipient on all grievances filed with the Dean or with the Provost or their designee.

STEP 1:

All written grievances shall be filed with the appropriate Dean.

The Dean or their designee shall, within fifteen (15) calendar days of receipt of the grievance, meet with the authorized representative of the Union for the purpose of resolving the grievance. The Dean or their designee shall, within fifteen (15) calendar days after completion of the grievance meeting(s), issue a decision to the Union. If the Dean does not respond within these time limits the grievance may be advanced to the next step.

STEP 2:

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

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within ninety (90) calendar days, advise the University in writing, through the Office of the Provost or their designee, of its intention to proceed to arbitration. If this written notification is sent via email, it shall be sent to the Provost directly with a copy to the CHRO. If the University still does not schedule a meeting or respond in writing to the grievance within fifteen (15) calendar days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

STEP 3:

If the grievance has not been settled at Step 2, then, within thirty (30) calendar days after receipt of the Step 2 written decision, the Union may demand arbitration by filing for arbitration with the American Arbitration Association (AAA) and by providing written notice to the Office of the Provost at the time the demand is filed with the AAA. If this written notice is sent via email, it shall be sent to the Provost directly with a copy to the CHRO.

Elimination of Step 1:

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

For purposes of this Article, if a grievance or grievance response is transmitted via email, it shall be deemed "received" on the day after it is sent, unless good cause is shown for why the grievance or grievance response was not received at that time.

Arbitration

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

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

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

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

Grievances concerning violations of Articles VII, VIII, IX, XI, XI(a), XII, XIII, XVII, and XXII regarding reappointments, promotions, and tenure shall be filed by the affected faculty member or by the Union directly with the Office of the Provost. Grievances sent via email to the Office of the Provost shall be sent to the Provost directly with a copy to the CHRO.

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

Upon receipt of a written grievance, the Provost shall discuss the matter with the grievant and the Union and other relevant persons and shall make an effort to resolve the dispute. If no resolution can be reached within three (3) weeks from the Provost's receipt of the written grievance, the Provost shall advise the faculty member and the Union in writing of their decision on the matter.

After receipt of such notice of non-resolution from the Provost, or after three (3) weeks have passed without such notice and without resolution, the Union may demand arbitration. A copy of any demand for arbitration shall be provided to the Office of the Provost at the time it is filed with the AAA.

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

1. The arbitrator shall have no authority to add to, subtract from, modify or amend the provisions of this Agreement.
2. The arbitrator shall not substitute their own academic judgment for that of any of the bodies or individuals responsible for exercising such judgment in the peer review process. The arbitrator is not empowered to decide any grievance on the

basis of their own judgment as to whether an individual faculty member merits tenure, promotion, or reappointment. Any review by the arbitrator shall be limited to an assessment of whether there has been compliance with the terms of Articles VII, VIII, IX, XI, XI(a), XII, XIII, XVII, and XXII. The arbitrator shall adhere to, and the arbitrator's powers shall be limited by the terms of Articles VII, VIII, IX, XI, XI(a), XII, XIII, XVII, and XXII; more specifically, the arbitrator must adhere, and the arbitrator's power shall be limited by provisions in this Agreement which specify that only the Trustees may grant tenure and that the Trustees have the final authority on all decisions as to whether a promotion or reappointment should be granted. The Arbitrator shall not substitute their judgment for that of the University with regard to the grant or denial of a sabbatical leave or with regard to teaching assignments for non-tenure track faculty.

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

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

4. A final decision or award of the arbitrator shall be final and binding on all affected parties.
5. The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses of witness(es), however, shall be borne by the party who calls the witness(es).

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within ninety (90) calendar days, advise the University in writing, through the Office of the Provost or their designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within fifteen (15) calendar days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

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

Section 4. General Provisions

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

1. No request for the postponement of any date, no request for a time extension, and no request for a hearing adjournment shall be made for purposes of delay or to impede the arbitral process.
2. After a party has obtained one postponement, extension, or adjournment in connection with such an arbitration, no additional postponement or adjournment shall be obtained by the same party except upon a showing of extenuating circumstances, including but not limited to, bona fide scheduling conflicts of the party's representatives, or except upon agreement of the parties.
3. All periods of time limitations shall be tolled during the period between the end of the Fall Semester and the beginning of the Spring Semester, and between the end of the Spring Semester and the beginning of the following Fall Semester.
4. No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof. The right to initiate arbitration in accordance with the provisions of this Article V is limited to the Union. In the event that any claim is made at any time by any faculty member against the University under the provisions of this Agreement, any agreement or readjustment made by or between the Union and the University with respect to such dispute shall be final and binding upon the faculty member.

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

ARTICLE VI: NO STRIKES - NO LOCKOUTS

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

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

ARTICLE VII: ACADEMIC FREEDOM

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

- a. Academic freedom is the right to engage in research, scholarship and other creative work and in the publication of the results, subject to the adequate performance of their academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. The faculty member is entitled to freedom in the classroom in teaching and discussing their subject, but they should be careful not to introduce into their teaching controversial matter that 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 appointment.
- c. The college or university teacher is a citizen, a member of a learned profession, employed in an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educator, 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 an institutional spokesperson.

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

Section 1. Principle of Peer Review

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

Section 2. Minimum Qualifications

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

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

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

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

Section 3. Procedures for Initial Appointment

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

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

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

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

Section 4. Joint Appointment

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

- a. In cases where an initial appointment to the University is contemplated as a joint appointment, the procedures of Article VIII, Section 3 and Article IX, Section 3 shall be amplified as follows:
 - i. The Provost, or if the search is for a joint appointment across departments

within a School, the Dean shall establish a Search Committee composed of members of the appropriate units.

- ii. In cases where a unit (department or school) has insufficient full-time faculty to be adequately represented on a joint appointment search committee, the Provost and the Faculty Committee on Retention, Tenure and Promotion (FCRTP) shall agree on members of faculty from other units to be named to serve on the Search Committee. The recommendations of such search committees to the appropriate Dean(s) shall confirm in writing the nature of the joint appointment being recommended.
 - iii. Recommendations of the Search Committee shall be forwarded to the UPRCs of both units for consideration. All joint appointments require the approval of both UPRCs or those chosen to act in their place.
 - iv. The names and supporting materials of candidates approved, as described above, shall be forwarded to the appropriate Dean(s).
- b. In cases where a member of the faculty already holding an appointment in one unit of the University is recommended for a joint appointment with another unit, the UPRC of the second unit shall be consulted and shall make a recommendation to the unit.
- i. In cases where the second unit has an insufficient number of faculty to constitute a UPRC, the Provost and the FCRTP shall agree on the composition of a committee to serve in the role of a UPRC.
 - ii. A faculty member who already holds an appointment in a unit of the University shall not be recommended for a joint appointment with another unit without the consent of a majority of the faculty in the second unit.
 - iii. Recommendations for a joint appointment shall be forwarded to the appropriate Dean(s).
- c. At the time of appointment, the faculty member shall be given a written document from the Provost outlining the terms of the joint appointment, including the designation of a primary department/unit for practical purposes, and the faculty member's rights and responsibilities within both departments/units regarding:
- i. Voting rights
 - ii. Service Obligations
 - iii. Teaching obligations and assignment between departments/units

- iv. Physical location of office
- v. UPRC procedures between departments/units

Section 5. Term of Appointment

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

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

A faculty member with comparable previous full-time service at another institution, may be granted "credit toward tenure" and the maximum probationary period may be reduced. The credit toward tenure shall be a time agreed to between the appointee and the Provost based, as a minimum, upon the appointee's academic credentials and years of full-time service at another institution(s), shall be included in the initial appointment letter and is subject to approval by the Board of Trustees. Any such reduction in the probationary period shall reduce the length of the probationary period down from seven (7) years, however the first and second years of probationary employment at Adelphi are not affected by the granting of credit toward tenure.

For purposes of reappointment and tenure review, scholarship of a faculty member created during the period for which they have been given credit shall be considered as part of their tenure portfolio.

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

There shall be no presumption of reappointment during the period of probationary employment. A faculty member's appointment may not be renewed for academic, programmatic, or institutional reasons.

Section 6. University Professor

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

Section 7. Conditions of Appointment and Reappointment

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

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

In the event the UPRC recommends against reappointment, the faculty member may, within seven (7) days after receipt of the UPRC's report, elect to have their portfolio reviewed by the FC RTP; the FC RTP will then review the portfolio expeditiously and issue its own recommendation. In this circumstance, the timeline for the Chair and the Dean to complete their reappointment review of such faculty member shall be postponed and amended to allow for the FC RTP to complete its review and provide its report to the Chair and the Dean. The parties acknowledge that this additional FC RTP review may delay the completion of the review process and agree that the normal contract notification period may need to be extended accordingly. A faculty member's contract term end date will not be modified or extended as a result of this process, provided notice is provided as soon as practicable in light of the additional FC RTP review.

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

All faculty members must be apprised of these Guidelines and evaluated according to these Guidelines as well as the requirements and specifications of Articles VII, XI, XII, XIII, XIX and XXII of this Agreement. The Dean or Department Chair shall provide each faculty member a copy of the relevant UPRC guidelines within their first semester of appointment.

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

Tenure-track faculty may apply for a non-tenure-track position. Applications to a non-tenure-track position must be made at the time the faculty member would normally be reviewed for reappointment or tenure. In cases where a request is being made prior to a tenure review, the request for consideration must be made prior to the issuance of the UPRC's report. If such an application is made, it will be reviewed pursuant to the procedures governing the appointment and re-appointment of non-tenure-track faculty. Once an application for a non-tenure-track position has been made, the applicant cannot re-apply to the same tenure-track position to which they were

originally appointed. In the event that appointment to a non-tenure-track position is not approved, the faculty member will be given a one year terminal contract.

Section 9. Notice of Reappointment

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

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

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

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

Section 10.

All untenured faculty shall receive, at appropriate times, a written timeline outlining all projected actions/dates of the UPRC, Chair, Dean and Provost and deadlines for actions required by the faculty member. Tenure-track faculty shall receive such a timeline after their initial year of appointment and at any time thereafter when there has been a change in their prior timeline. Non-tenure track faculty shall receive such a timeline after their initial year of appointment and at any time thereafter when there has been a change in the prior timeline. The AAUP shall receive a copy of such documents.

Section 11.

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

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

Section 1. Principle of Peer Review

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

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

Section 2.

In addition to the tenure-track faculty, the University may appoint non-tenure-track faculty as Visiting faculty, Clinical faculty or as Teaching faculty. Full-time non-tenure-track faculty shall have the same rights as full-time tenured and tenure-track faculty, including the right to participate in shared governance, including but not limited to serving in and/or holding leadership positions in the Senate, except that they will have no rights to tenure and no obligation with respect to scholarship.

Composition of the faculty:

Adelphi University maintains a commitment to a full-time faculty that is primarily composed of tenure-track and tenured faculty. Accordingly, in the event the University employs non-tenure track lines, at least 80% of the University's full-time faculty lines will be tenure-track or tenured.

Moreover, subject to the University maintaining a minimum of enrollment of 7,450 total headcount (based upon the fall 21st day count as reported to IPEDS), the University shall maintain (as a minimum) 330 full time faculty (subject to minor temporary variation as employees leave and are hired). If enrollment falls below this 7,450 headcount, the University shall maintain (as a minimum) a ratio of full-time faculty to students as follows:

Enrollment between 7449-7075 total headcount (based upon the fall 21st day count as reported to IPEDS), ratio of 1:23 (*i.e.* 1 full-time faculty member for every 23 students);

Enrollment between 7074-6720 total headcount (based upon the fall 21st day count as reported to IPEDS), ratio of 1:24 (*i.e.* 1 full-time faculty member for every 24 students);

Enrollment 6719 total headcount (based upon the fall 21st day count as reported to IPEDS) and below, ratio of 1:25 (*i.e.* 1 full-time faculty member for every 25 students).

For the purpose of determining the 80% referenced above, a full-time faculty member who was hired into a tenure-track line (with an appointment date of September 2023 or later), shall continue to count as a tenure-track faculty member for purposes of compliance with this Section. The AAUP will be provided, annually, with a list of any such individuals.

Furthermore:

- In the College of Nursing and Public Health, such full-time non-tenure track faculty, in aggregate, shall not exceed seventy (70%) percent of the total full-time faculty in that Unit.
- In the Gordon F. Derner School of Psychology, the Robert B. Willumstad School of Business, the Ruth S. Ammon College of Education and Health Sciences and the School of Social Work such full-time non-tenure track faculty shall not exceed, in aggregate, twenty percent (20%) percent of the total full-time faculty in those Units.
- In the College of Arts and Sciences, such full-time non-tenure track faculty shall not

exceed, in aggregate, fifteen percent (15%) of the total full-time faculty in that Unit.

a. Visiting Appointments:

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

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

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

b. Clinical Faculty:

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

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

- Clinical faculty in the Ruth S. Ammon College of Education and Health Sciences shall be required to have at least a Master’s degree and appropriate professional experience as established by the UPRC.
- Clinical faculty in the College of Professional and Continuing Studies shall be required to have at least a Master’s degree and appropriate professional experience as established by the UPRC.
- Clinical faculty in the College of Nursing and Public Health shall be required to have, at a minimum, a Master’s degree in Nursing or other health related field and appropriate professional credentials, experience and current activities as established by the UPRC.
- Clinical faculty in the School of Social Work will be required to have at least a Master’s degree in Social Work and appropriate professional credentials, experience and current activities as established by the UPRC.

- Clinical faculty in the Robert B. Willumstad School of Business will be required to have at least a Master's degree in business or hold a current CPA or other appropriate professional credentials, have experience and current activities as established by the UPRC.
- Clinical faculty in the Gordon F. Derner School of Psychology will be required to have a doctorate degree and appropriate professional credentials.

c. Teaching Faculty:

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

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

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

Ten (10) credits of teaching

Two (2) credits of tutoring and intensive advisement

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

Non-tenure track faculty positions shall be filled upon authorization by the President of a search for an appropriate candidate. Such authorization shall be based on the recommendation of a unit and Dean concerning a unit's needs, as well as on the Provost's and President's determination of institutional needs. Recommendations to the Board of Trustees for appointments to the faculty may be initiated by the faculty through a Unit Peer Review Committee (UPRC) and with the endorsement of the President, or by the President after endorsement of the UPRC committee of the unit(s). Except with the approval of the Dean and the Provost, non-tenure track Faculty will be hired with appropriate terminal degrees. Each UPRC shall establish standards and criteria for the appointment, reappointment and promotion of non-tenure track faculty. The Dean shall forward to the Provost the recommendations of the UPRC, including any priority ranking of candidates, the credentials of the candidate(s) including at least three letters of recommendation solicited by the Dean or Chair from appropriate referees outside of Adelphi University, plus any other evidence of professional or scholarly achievement that the Provost may request. The Provost, after reviewing the recommendations submitted to them in the context of University-wide needs and goals, shall communicate their recommendation, along with all other recommendations, to the President. The President's determination shall be communicated, together with the recommendations communicated to them, to the Board of Trustees for final decision.

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

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

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

Section 4. Term of Appointment

- a. Visiting Faculty: Appointment to the visiting rank shall be for no more than 2 (two) years with a limit of 4 (four) consecutive years of service. When a visiting faculty member has been appointed under circumstances that preclude a search, such appointment shall be limited to a maximum of two (2) years.
- b. Clinical Faculty and Teaching faculty:
 - Faculty hired at the rank of Clinical Assistant Professor or Assistant Teaching Professor shall receive three (3) year renewable contracts.
 - Faculty hired at or promoted to (as outlined below) the rank of Clinical Associate Professor, or Associate Teaching Professor shall receive five (5) year renewable contracts.
 - Faculty hired at or promoted to (as outlined below) the rank of Clinical Professor or Teaching Professor shall receive six (6) year renewable contracts
 - Assistant Teaching Professor faculty and Clinical Assistant Professor faculty who are not promoted may nevertheless be reappointed on three (3) year renewable contracts. Associate Teaching Professors and Clinical Associate Professors who are not promoted may nevertheless be reappointed on five (5) year renewable contracts.

Teaching faculty and Clinical faculty shall be notified of non-renewal at least one (1) year prior to the expiration of their contract and may request that the Provost or their designee review the reason for the decision not to renew their appointment.

- c. Applications for tenure-track positions: Employment in a full-time non-tenure track position shall not preclude a faculty member from applying for a tenure-track position. For a full-time non-tenure track faculty member who applies and is accepted into a tenure-track position, time spent in the non-tenure track position will not normally be credited towards tenure but such a faculty member may request of the applicable Dean that such time be credited if accepted into a tenure-track position. In case of such a request, credit toward tenure shall be a time agreed to between the appointee and the Provost based, as a minimum, upon the appointee's academic credentials and years of full-time service at Adelphi and shall be included in the initial appointment letter and is subject to approval by the Board of Trustees. Any such reduction in the probationary period shall reduce the

length of the probationary period down from seven (7) years, however, notification timing in the first and second years of probationary employment at Adelphi are not affected by the granting of credit toward tenure.

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

- d. In September of any academic year, except one in which the faculty member is up for reappointment or promotion, and provided the faculty member has at least three (3) years of service at Adelphi, a Clinical or Teaching faculty member may indicate if they wish to be considered for conversion to a tenure-track line. In such case, the UPRC will review the faculty member's request to be considered for conversion to a tenure-track line. Consideration of a faculty member's request for conversion to a tenure-track line will be at the sole discretion of the University. The UPRC, Chair, Dean and Provost will assess, among other considerations, academic and programmatic needs when reviewing requests for conversion to a tenure-track line. A faculty member may make such request for conversion to a tenure-track line only once per appointment/contract cycle.

Should the request for conversion to a tenure-track line be supported, the faculty member will be recommended to the Board of Trustees for a new contract on a tenure-track line, subject to the normal terms and conditions. Should the request for a conversion to a tenure-track line not be supported, the faculty member shall remain on their current appointment, subject to its terms.

Section 5. Conditions of Appointment and Reappointment

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

The Unit Peer Review Committee shall review all non-tenure track members of the unit for reappointment following their own procedures as described in their Unit Peer Review Guidelines. In the event the UPRC recommends against reappointment, the faculty member may, within seven (7) days after receipt of the UPRC's report, elect to have their portfolio reviewed by the FC RTP; the FC RTP will then review the portfolio expeditiously and issue its own recommendation. In this circumstance, the timeline for the Chair and the Dean to complete their reappointment review of such faculty member shall be postponed and amended to allow for the FC RTP to complete its review and provide its report to the Chair and the Dean. The parties acknowledge that this additional FC RTP review may delay the completion of the review process and agree that the normal contract notification period may need to be extended accordingly. A faculty member's contract term end date will not be modified or extended as a result of this process, provided notice is provided as soon as practicable in light of the additional FC RTP review. Decisions to renew or not to renew non-tenure track appointments shall be made by the Provost upon the recommendation of the Dean, or Chair (where applicable), and Unit Peer Review Committee and FC RTP (as applicable) and subject to the approval of the President and the Board. Subject to

institutional needs and goals, and to the terms of the contract to be considered for renewal or non-renewal, recommendations for reappointment shall be based on merit in the areas of teaching and service as determined by annual reviews.

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

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

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

Reappointment and promotion decisions should not take total required workload into account, *e.g.*, all things being equal, preference for reappointment and promotion shall not be given to Teaching Faculty solely on the basis of their larger workload contribution. Absent extenuating circumstances, the length of time a faculty member has taught at Adelphi shall be considered amongst other criteria in reappointment and promotion decisions.

Section 6: Promotion – Clinical and Teaching Faculty

Eligibility:

- a. For promotion to Clinical Associate Professor or Associate Teaching Professor– at least 6 (six) years of credited service.
- b. For promotion to Clinical Professor or Teaching Professor – at least 5 (five) years of service with Adelphi University in the rank of Clinical Associate Professor or Associate Teaching Professor.

Criteria:

The criteria for promotion to Clinical Associate Professor or Associate Teaching Professor are:

1. demonstrated ability as a teacher or equivalent professional skill;
2. service to the University (*e.g.*, committee work, Faculty Senate, mentoring and service to the profession);
3. demonstrated potential for continued academic and/or professional growth.

The criteria for promotion to Clinical Professor/Teaching Professor are the same as those for Clinical Associate Professor/Associate Teaching Professor. In addition, the candidate must demonstrate:

1. outstanding accomplishment as a teacher.

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

Procedures:

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

Procedures for review for promotion to the ranks set forth herein in this Article IX, Section 6 shall follow the same process of review, including peer review, set forth in Article XIII, Sections 3 and 4, with the exception of external peer reviews, and reviews shall be conducted in connection with a faculty member's request to be reviewed for promotion. The reviews for promotion for full time non-tenure track faculty shall be addressed in the applicable school or college peer review committee bylaws.

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

ARTICLE X: ADJUNCT FACULTY

Section 1. Appointment

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

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

Section 2. Types of Adjunct Faculty

- a. "Adjunct" Faculty: one who is employed in either semester or during summer sessions of the current academic year.
- b. "Senior Adjunct": one who has been an adjunct faculty member who has been granted the title Senior Adjunct Faculty. To be eligible for the granting of this title, the adjunct faculty

member must have taught or worked as a librarian at least one (1) semester per year at the University for seven (7) consecutive academic years or eight (8) nonconsecutive years within the last ten (10) academic years. The individual shall have the right to apply to their department, library or school for the title of "Senior Adjunct Faculty." In those programs that have a trimester schedule, an adjunct faculty member must teach in at least two (2) of the trimesters to maintain years of consecutive service.

Section 3. Senior Adjunct

- a. An Adjunct Faculty member who requests consideration for appointment as Senior Adjunct shall be evaluated on the basis of criteria and procedures previously established by the department, library or school, approved by the appropriate Dean and the Provost, and disseminated. The Provost may, from time to time, review the procedures and criteria and may require modification of them. A majority vote of the faculty of the department, library or school as well as the approval of the Dean and the Provost will be required for the granting of the title. An adjunct faculty member who does not request such evaluation or who is not granted the title Senior Adjunct Faculty remains an adjunct faculty member.
- b. The University will receive and consider applications for Senior Adjuncts twice per year with deadlines for application on October 1 for an effective date the following January and on March 1 for an effective date the following September, provided the application is approved and positions are available. Promotion to Senior Adjunct will be effective in the upcoming semester only if there are Senior Adjunct positions available. If there are no positions available, but an Adjunct Faculty member's application for Senior Adjunct has been approved, those approved candidates will be placed on a waiting list by semester of application. The Waiting List will contain names and semester of application. When there is an opening for a Senior Adjunct position, Adjunct Faculty on the Waiting List shall be promoted to Senior Adjunct in order of semester of application beginning with the group of Adjunct Faculty in the earliest semester of application, provided that the limit of the number of Senior Adjunct positions to be filled is not exceeded by more than five (5).

The full-time faculty members of a department, library or school may propose to the chairperson or appropriate Dean the academic role, if any, and voting rights, if any, for Senior Adjunct Faculty. The absence of a statement of the academic role of Senior Adjunct faculty shall be taken to imply that no special role is associated with this status.

- c. Full-time faculty who retire during the life of this Agreement and who are hired as Adjunct Faculty shall be automatically granted Senior Adjunct Faculty status, with corresponding pay and privileges.

The number of Senior Adjunct Faculty positions shall be limited as follows: 80 for the 2023-2024 academic year; 85 for the 2024-2025 academic year; 90 for the 2025-2026 academic year; and 100 per academic year thereafter. Emeritus faculty, retired faculty, full-time Adelphi employees who teach as adjunct faculty and library adjuncts shall not count towards this limit. Senior Adjunct Faculty who have not taught any course or served as a faculty librarian for 18 months will be dropped from the list of Senior Adjunct Faculty in June and will not be counted in the total number of Senior Adjuncts. Deceased Senior Adjunct Faculty shall be removed from the list as soon as the University becomes aware

of the death.

- d. The above procedure for attaining the title, and academic role, if any, of Senior Adjunct Faculty shall not apply to the College of Professional and Continuing Studies. The College of Professional and Continuing Studies University Peer Review Committee will evaluate adjunct faculty for promotion to Senior Adjunct status in accordance with its criteria. Additionally, the College of Professional and Continuing Studies shall have primary responsibility for the development of the academic role, if any, associated with the title of Senior Adjunct Faculty, subject to the approval of the Dean and the Provost.

Section 4. Workload and Miscellaneous Matters

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

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

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

A course is considered provisionally assigned when an instructor's name is attached to the course section in CLASS and Course Search. At the time of the provisional course assignment, the Adjunct Faculty member will receive notification of the assignment, including but not limited to the course assignment, compensation and any additional information related to the course assignment. A course assignment is considered finalized upon approval of faculty load, which occurs one or two weeks following the beginning of the semester. The Adjunct Faculty member will receive notification when this occurs.

Senior Adjunct Faculty members and Adjunct Faculty members on the Waiting List as detailed above in Section 3.b. shall be entitled to continue teaching their most recent course so long as that course continues to be offered, except for reasons described in 1-7 above.

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

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

where such assignments are made. This provision shall not apply to the College of Nursing and Public Health.

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

Section 5. Course Cancellation

If a Fall or Spring semester credit course that a Senior Adjunct Faculty or Adjunct Faculty member has been provisionally assigned and accepted is cancelled or reassigned within seven (7) days prior to the scheduled start of the semester, an Adjunct Faculty member will receive cancellation pay in the amount of ten percent (10%) of the compensation for the course. This provision does not apply to intersession or Summer session courses.

Section 6. Short-term Disability Benefits for Adjunct Faculty

The University shall maintain a fully-insured employer-paid short-term disability plan for Adjunct Faculty providing the following benefit: 50% of current weekly wages up to a maximum of \$600 per week, with a maximum benefit period of thirteen (13) weeks. Eligibility for the plan is: current employment as Adjunct Faculty for at least thirty (30) days. There is a seven (7) day waiting period. This is a taxable benefit. The plan shall be effective January 1, 2024. Terms and conditions of the plan are provided in the plan documents.

ARTICLE XI: CONTINUING REVIEW OF FACULTY

Section 1.

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

Section 2.

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

1. Annually for Assistant Teaching Faculty, Clinical Assistant Professors, and Tenure-Track Assistant Professors, (but not in a year where there is a reappointment, promotion, or tenure review), every two (2) years for Associate Teaching Faculty, Teaching Professor, Clinical Associate Professor and Clinical Professor and every two (2) years for tenured faculty (but not in years where a faculty member is undergoing a reappointment, promotion or tenure review at the University level), each faculty member submits to the Dean the following:
 - a. A brief statement of faculty activities for the preceding year, involving teaching/librarianship, scholarship, artistic or other professional activities, and service, normally in the form of an updated curriculum vitae.
 - b. A performance plan for faculty activities for the next year, emphasizing teaching/librarianship, scholarship, artistic or other professional activities, and service.
 - c. A summary of the faculty member's views of their past and projected performance, including the faculty member's assessment of how well the department and the University have served and stand to serve their goals and needs.
2. Student Evaluations. Student course evaluations shall be conducted and collected electronically. The evaluation instrument will become available electronically on the Adelphi Intranet during the last two weeks of the class. Students will fill out the form electronically. The results of the student evaluation survey will be available on the Adelphi Intranet and contain the following introduction:

These data were collected anonymously from students and do not necessarily reflect the perspective of the faculty and Administration of Adelphi University. For courses with only a small number of students or a low response rate, the results may not be representative.
3. Every five (5) years each Dean will initiate a peer observation process for each tenured faculty member within their school. The Dean and the UPRC will participate in this process with the faculty member.
 - a. The UPRC, Chair and Dean and faculty member to be observed will agree upon a list of tenured faculty members who may perform an observation. The Dean will then select a faculty member from the list to perform the observation. The observation report and the faculty member's response, if any, shall be forwarded to the UPRC. Normally, the UPRC will simply forward the observation to the Dean. If, however, the peer observation report identifies instructional concerns, the UPRC will forward the report to the Dean with specific recommendations for professional development.
 - b. In circumstances where recommendations for improvement are made, the faculty member shall be apprised that opportunities for professional development are available and shall participate in such opportunities. The faculty member may request reasonable funding to support their participation in such professional development. Such request will not be unreasonably

denied. The Union shall be provided with a report each year describing the professional development afforded to faculty under this Article.

- (i) Where professional development is required, a second peer observation will be performed during the following school year by a second faculty member selected from the original list by the faculty member to be observed. The resulting report, with the faculty member's response, if any, shall be forwarded to the UPRC. The UPRC will forward the report to the Dean with a statement of whether or not the instructional concerns have been corrected.
 - (ii) If the instructional concerns have not been corrected, the Dean, upon notice, may observe the faculty member in order to determine the faculty member's need for additional professional development.
4. Any modification to the current peer evaluation instrument for the assessment of teaching by faculty to be used by the peer evaluator (and the Dean if necessary) may be proposed by the administration or the Union. A representative committee of faculty will be appointed by the Faculty Senate to work with the Provost and the Deans to develop such modification(s). Each Unit/department may also modify the supplemental portion of the faculty evaluation for its own Unit/department through meetings of the Unit Peer Review Committee (UPRC) and the Dean. Any modifications must be sent to the Union.
5. Peer observations of teaching will use standardized procedures that have evidence of their reliability and validity. The current template will continue to be used for this purpose except upon mutual agreement of the parties.

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

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

Section 3. Evaluation of Teaching

Teaching is central to Adelphi's mission as a student-centered university. It is thus of primary importance that the University provides clear guidelines for individual faculty members regarding teaching expectations and the evaluation process.

1. Teaching Standards:
 - a. The "Benchmarks for Teaching Effectiveness" (Appendix E - herein "Benchmarks") should be used by the FC RTP and UPRCs to help define relevant teaching standards clearly in their committee guidelines. Peer observers will typically evaluate only those subjects covered by the first three (3) criteria identified in the model Benchmarks.

- b. Each UPRC may and should also adapt and modify the Benchmarks as necessary to fit its discipline. Appropriate modifications could include:
 - i. language that reflects the unique disciplinary or professional culture and practice of the unit;
 - ii. changes to address requisite content, experiential learning, or technology platforms relating to a particular field of study;
 - iii. greater specificity about what meets, exceeds, or does not meet expectations;
 - iv. qualifying language to account for differences in teaching context (e.g., large classes; performance courses).
- c. Each UPRC should determine and indicate clearly for its faculty the meaning of the Benchmarks, as modified and adopted by the UPRC, and how they will be used in evaluations.
- d. Each UPRC's guidelines for teaching evaluation must be approved in accordance with the unit's and the University's procedures for approving UPRC Guidelines. These will be part of the UPRC guidelines and should be published, distributed within the University, and reviewed along with UPRC guidelines (*i.e.* at least every 5 years).
- e. Any revisions to the Benchmarks (Appendix E) may be proposed by the Faculty Senate, Provost, or AAUP, or a joint task force established by these three parties and must be approved by the University and the AAUP.

2. Peer Teaching Observations

- a. Peer observations of teaching will be conducted for each non-tenured tenure track faculty member (including Teaching and Clinical faculty) in their first and second appointment frequently enough to provide useful developmental guidance to the faculty member and to document changes in teaching practice, ideally at least once per year. In addition, beginning in the Fall of 2024, all faculty should be observed by another faculty member during their first semester of employment for the purposes of feedback and development.
- b. Faculty who apply for promotion will have at least two (2) peer observations of teaching within the five (5) year period preceding their application, with the exception of pre-tenure faculty who will have at least two (2) peer observations during their probationary period.
- c. Peer observations will be shared with the faculty member at the time they are completed.

- d. The peer observation should include observation of a class session (for face-to-face classes) and/or videos or other content (for asynchronous classes) and a review of class materials (including assessment elements) design, learning goals, and instructional practices.
 - e. The University will make available a course in best practices for peer observers offered by a provider approved by the AAUP and Provost.
 - f. It is the responsibility of the UPRC and the Department Chair/Program Director to ensure that faculty members in the unit are observed in accordance with the above provisions. A faculty member may also raise concerns about observations not being held with the Chair and/or Dean, who will endeavor to resolve such concerns.
3. Evaluation of Teaching Standards
- a. Faculty who are under review for reappointment, tenure or promotion should prepare their teaching portfolio and the relevant sections of the Peer Evaluation Summary with explicit reference to the standards and definitions for teaching as described in their unit's UPRC guidelines.
 - b. The statement of teaching should explicitly address those dimensions of the Benchmarks set forth in their UPRC's guidelines with clear reference to the supporting documents. A single document (such as a syllabus or peer observation report) can provide support for more than one teaching dimension.
 - c. Faculty should provide a narrative of their own teaching philosophy and methods and should include supporting documents such as a syllabus and peer teaching observations, as set forth in section 2.b., above.
 - d. Faculty may also choose, but are not required, to provide subjective evidence gathered from students such as the results of student course evaluations.
4. Further Information Regarding Appropriate Forms of Evidence and Examples
- a. The University, in consultation with the FC RTP, will make available explanations of appropriate forms of supporting documents for various teaching dimensions and examples of portfolios.
 - b. The University recognizes that compliance with certain provisions of this Article XI, Section 3 are not within the control of the faculty member under review, including those concerning the peer observation process. Any deficiencies in the faculty member's teaching portfolio based on the lack of the peer observer's compliance with the provisions of this Section may not be used against the faculty member under review.
5. Effective Date

UPRCs shall modify their guidelines in accordance with the above provisions in time for them to apply to reviews submitted after September 1, 2025. This will allow for faculty development regarding the purpose of this process of teaching evaluation and allow faculty to prepare their portfolios accordingly.

Section 4. Evaluation of Librarianship

The parties agree that the Library UPRC will adopt clear guidelines for the evaluation of Librarianship by the end of the 2023-2024 academic year, and the evaluation framework will be outlined in the Library Faculty Unit Peer Review Guidelines with an expectation of being in effect for 2024-2025.

ARTICLE XI(a): UNIT PEER REVIEW COMMITTEES AND FACULTY COMMITTEE ON RETENTION, TENURE AND PROMOTION

Section 1: Unit Peer Review Committees:

- a. Unit Peer Review Committees (UPRCs) should have no less than three (3) members and no more than five (5) members. In units where UPRCs review non-tenure track faculty for reappointment and promotion, at least one (1) non-tenure track faculty (consistent with the terms set forth in b. below) must be included on such UPRC. The Dean of a unit, in consultation with the Provost, can require that a UPRC have at least five (5) members. In years where tenure reviews are conducted, at least three (3) of the UPRC members shall be tenured faculty.
- b. The members of a UPRC must be elected by secret ballot from among the full-time faculty in the unit, except that pre-tenure faculty, and Assistant teaching/clinical faculty in their first six (6) years of employment, will not be eligible to serve on a UPRC. If there are not enough members of the unit to constitute the UPRC then the Chair of the unit, in consultation with the Dean and the UPRC chair can appoint faculty from other units. If this occurs, the Chair or Dean should strive to appoint faculty from allied disciplines when possible.
- c. The term of office for members of UPRCs shall normally be two (2) years. To provide continuity, the terms of office shall be staggered. When possible, each member should serve no more than two (2) consecutive terms.
- d. Non-tenure track faculty on a UPRC shall not review tenure-track faculty and faculty at the Assistant rank will only review faculty for reappointment.
- e. UPRCs shall base their guidelines for peer review and unit by-laws on the Model Peer Review Plan, issued by the FC RTP. UPRCs may adapt these guidelines to meet the specific disciplinary needs of the unit.
- f. UPRC guidelines must be approved by the full-time faculty of the unit through a secret ballot vote.

- g. At least every five (5) years, UPRCs must review their guidelines and decide if modifications are appropriate. If no modifications are recommended by the UPRC, the guidelines will then be adopted without further review provided the full-time faculty of the unit vote to renew the guidelines without modification. If the full-time faculty of the unit vote to not approve renewal of the guidelines without modifications, the UPRC must continue their review and issue revised guidelines. If modifications are recommended by the UPRC, the recommended modifications will be reviewed according to the normal process (faculty vote, Dean, FC RTP, and Provost) prior to being adopted.
- h. In the event that the FC RTP, AAUP and the Provost agree, a UPRC will be required to revise and/or update its guidelines. This provision may apply to requests for a specific UPRC to update its guidelines or for general updates that shall be made in all UPRC guideline documents.
- i. In the event that a UPRC changes its guidelines, the following applies to affected faculty with respect to the guidelines under which they will be reviewed:
 - 1. Teaching/Clinical Faculty Reappointment Reviews: At the time faculty submit their portfolio for reappointment, the faculty member should clearly designate the guidelines under which they will be reviewed. The faculty member can elect to be reviewed under either those guidelines that were in place at the time of their last reappointment (or at their time of hire if the faculty member has not been through a prior review) or the most recently adopted guidelines, if any.
 - 2. Tenure-Track Faculty During The Probationary Period: At the time faculty submit their portfolio for reappointment or tenure review, the faculty member should clearly designate the guidelines under which they will be reviewed. The faculty member can elect to be reviewed under either those guidelines that were in place at their time of hire or the most recently adopted guidelines, if any. In the event the faculty member elects to be reviewed under the most recently adopted guidelines, all future reviews will be conducted in accordance with those guidelines. If the faculty member elects to be reviewed under previous guidelines up to and through the tenure review, for post-tenure reviews the faculty can elect to be reviewed under either those guidelines that were in place at the time of the faculty member's tenure review or the most recently adopted guidelines, if any.
 - 3. Promotion Reviews: At the time faculty submit their portfolio for promotion, separate from the tenure review, the faculty member should clearly designate the guidelines under which they will be reviewed with respect to research, scholarship and creative works. The faculty member can elect to be reviewed under either those guidelines that were in place at the time of their last review (reappointment or tenure) or the most recently adopted guidelines, if any, provided that the promotion application is made within four (4) years of the adoption of those new guidelines. If the promotion application is made more than four (4) years after the adoption of new guidelines concerning research, scholarship and creative works, then that application will be reviewed under the new guidelines. With respect to teaching and service, faculty will be evaluated in accordance with Section 9 Service in Article

XIV and Section 3 Evaluation of Teaching in Article XI.

4. Once faculty have submitted their portfolio for a reappointment, tenure or promotion, that review will proceed under the guidelines designated by the faculty member pursuant to the process set forth herein and cannot be changed.
- j. With adequate notice, the Provost may request revision of UPRC guidelines to address matters including but not limited to:
 1. Size of the membership of the UPRC;
 2. provisions by which the UPRC identifies and handle conflict of interest involving a committee member and a candidate for review;
 3. composition of the committee;
 4. term lengths and election procedures; and
 5. transparency in standards for tenure and promotion
- k. Prior to issuing such revision request, the Provost shall consult with the FC RTP on such.
- l. The FC RTP, at its discretion, may also request of the Provost that UPRC guidelines be reviewed and revised to address matters it identifies.
- m. UPRC guidelines that are revised in response to this provision will be reviewed according to the normal process (faculty vote, Dean, FC RTP, and Provost) prior to being adopted.

Section 2: Faculty Committee on Retention, Tenure, and Promotion - Its Organization

- a. The Faculty Committee on Retention, Tenure, and Promotion shall consist of at least ten (10) elected tenured members of the faculty who are not at the time of their election being considered for promotion in rank or leave-of-absence, and shall be composed of at least one (1) member elected from the following six (6) units of the University; the Robert B. Willumstad School of Business, the College of Nursing and Public Health, the School of Social Work, the Gordon F. Derner School of Psychology, the Library, and the Ruth S. Ammon College of Education and Health Sciences, at least two (2) members elected by the College of Arts and Sciences and two (2) representatives elected at large. In addition to the ten (10) individuals listed above, the FC RTP shall also include at least one (1) elected Teaching Faculty with Associate or higher rank and one (1) elected Clinical Faculty with Associate or higher rank. Additional members may be added with the consent of the Provost. Only tenured faculty members of the FC RTP can review tenure and/or promotion cases for tenure-track faculty.
- b. Any FC RTP committee member can recuse themselves from a review of a faculty member. In such case, the committee member shall notify the committee chair before the review begins and shall not participate in the review in any manner.

- c. The term of office shall be three (3) years, excepting that a member who at any time before the expiration of this term finds themselves under consideration for promotion in rank shall immediately resign from the Committee and their place be filled for the duration of the unexpired term by another tenured member of the faculty, who whenever possible should be elected from the same unit of the University as the member who resigned.
- d. A faculty member who has served for at least eighteen (18) consecutive calendar months shall not be eligible for election to any term beginning less than two (2) years from the date of the expiration of their service on the committee.
- e. In cases where a member of the Committee has applied for sabbatical leave, they shall recuse themselves from all proceedings pertaining to sabbatical leaves.
- f. The FC RTP may invite any person, including the Provost and/or the appropriate Administrative Officer, the candidate and/or the Chair of the UPRC whom it considers helpful to its deliberations, to meet with it at any time.
- g. Membership on the FC RTP does not preclude a faculty member from participating on any other University/Department/School committees.

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

ARTICLE XII: PROMOTION - TENURE-TRACK FACULTY

Section 1. Eligibility

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

Section 2. Criteria

- a. The criteria for promotion to Associate Professor are:
 - 1. possession of the appropriate terminal degree, as determined by the UPRC

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

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

Section 3. Procedures

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

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

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

ARTICLE XIII: TENURE

Section 1. Definition of Tenure

Tenure can only be held in the ranks of Associate Professor, Professor and University Professor, except for individuals who currently hold tenure in another rank. Tenure is the most significant

academic commitment made by the University. The University naturally seeks to appoint the best possible candidates to the tenured ranks. The possession of tenure shall mean that the faculty member so endowed shall hold continuous appointment until retirement except under circumstances and procedures described elsewhere. The award of tenure can be granted only by explicit action of the Board of Trustees. To be awarded tenure, a faculty member shall: (1) have met the requirements for the rank of Associate Professor; (2) have the requisite number of years of non-tenured probationary service as a full-time faculty member at Adelphi University.

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

Section 2. Criteria for Tenure

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

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

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

Section 3. Procedures Pertaining to Tenure

- a. In the first semester of the sixth (6th) year of probationary full-time employment at Adelphi University, the work of each full-time probationary faculty member shall receive a full tenure review. Normally, a full-time faculty member at Adelphi University shall, by the last day of the sixth (6th) year of employment, receive notice from the President or their designee either that, effective at the start of the seventh (7th) year of employment the faculty member has been granted promotion to Associate Professor with tenure, or that the faculty appointment will terminate at the end of the

seventh (7th) year. This schedule is subject to modification based on such circumstances as crediting of prior experience on initial employment.

- b. No tenure-track faculty member shall be retained for more than seven (7) years of full-time service without a grant of a tenure appointment.
- c. Tenure does not automatically attach to initial employment at the ranks of Associate Professor or Professor. Subject to the approval of the Board of Trustees, the President, upon recommendation of the Faculty Committee on Retention, Tenure, and Promotion (FCRTP), may recommend initial employment with tenure at these ranks.
- d. By the end of the fifth (5th) year of employment or employment plus credited prior service, the candidate shall provide a portfolio in the form of a completed Peer Evaluation Summary (PES), plus attachments, using the latest PES form approved by the FCRTP, for inclusion in their file. The portfolio shall include relevant evidence of the candidate's qualifications for tenure, including, but not limited to:
 - 1. an up-to-date curriculum vitae, including full pertinent biographical and bibliographical materials regarding the candidate.
 - 2. a "self-evaluation" written by the candidate explaining their goals and achievements in teaching or librarianship, in scholarship, and in University service.
 - 3. at least two (2) peer observations of professional performance as specified in Article XI, as available.
 - 4. copies of manuscripts and scholarly publications or their equivalent relevant to the review.
 - 5. copies of syllabi, handouts (if any) defining assignments or other course expectations, and examinations for all courses taught by the candidate during the previous two (2) years and such other samples as the candidate may choose and/or any documentation of professional librarianship.
- e. In addition to the portfolio the FCRTP and/or the Provost shall solicit no fewer than three (3) written evaluations of the faculty member's scholarly and/or artistic work from scholars selected jointly by the Provost and the Dean of the faculty member's unit and the Unit Peer Review Committee. External evaluators should be chosen for tenure or promotion review who are clearly qualified to render an expert opinion on the candidate's achievements, but have not had a close professional or personal relationship or any other relationship with the candidate which might present a conflict of interest. It is recommended that external evaluators be of a higher rank than the candidate if possible, *i.e.* associate or full professors evaluate assistant professors, and full professors evaluate associate professors. In some cases, *e.g.* in the fine arts or specialized scholarly fields, it is also acceptable to seek evaluators of commensurate professional status. External evaluators may be from institutions

of higher education of any Carnegie classification and, where appropriate (*e.g.*, in the fine arts), from outside academia.

The candidate has the right of review of the evaluators and may reject any proposed evaluator for reasonable cause. Examples of reasonable cause include, but are not limited to, the following: (a) the evaluator has already expressed an unfavorable opinion about the candidate's work; and (b) the evaluator does not meet the criteria in paragraph above.

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

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

Section 4. FC RTP Role in the Granting of Tenure

- a. Faculty eligible for tenure shall be initially reviewed by their Unit Peer Review Committee (UPRC). The Unit Peer Review Committee's recommendation, along with that of the department Chair, where a Chair exists, shall be forwarded for review and recommendation to the appropriate Dean, who shall forward their recommendation, together with all other recommendations, to the FC RTP.
- b. In instances where there is disagreement on recommendations on tenure between the Dean and the FC RTP, the FC RTP shall meet with the Dean to discuss its recommendation prior to finalizing and submitting its recommendation to the Provost.
- c. The Provost shall review the recommendations transmitted to them by the Unit Peer Review Committee, Chair (where applicable), Dean, and FC RTP, and shall make their own recommendation. The Provost's recommendation, together with the recommendations communicated to them, shall be submitted to the President. The President shall review the material and recommendations submitted to them and such additional material or consultations they deem necessary prior to making their determination. The President's determination, together with the recommendations submitted to them shall be communicated to the Board of Trustees for a final decision.
- d. In instances where there is disagreement on recommendations on tenure between

the FC RTP and the Provost or President, the Chair of the FC RTP shall be given a copy of the report containing the Provost's or President's recommendation to the Board of Trustees, including such additional material as they may have consulted. Thereafter, the Chair and up to two (2) other members of the FC RTP shall have the right to appear in person before the Academic Affairs Committee of the Board of Trustees to present the case for the FC RTP's recommendations, prior to the Board's acting on tenure.

ARTICLE XIV: WORKLOAD

Section 1. Workload for Librarians

- a Library faculty shall normally work one hundred ninety (195) days distributed throughout the academic year, September 1 through August 31. No librarian shall work both weekend days (Saturday and Sunday) on a recurrent basis. To facilitate scholarship and other professional activity, each member of the library faculty is entitled to five (5) off-campus research release days per year.
- b Given the professional nature of the library faculty members' duties and responsibilities, librarians should participate in University service, other University activities, and professional service external to the University, recognizing they must otherwise meet their responsibilities (including any date and time specific responsibilities such as teaching, research/reference consultations, etc.) as part of the workload of the normal work year.
- c Each librarian shall work thirty-five (35) hours per week. To enable librarians to fulfill professional obligations outside of the 9 a.m. to 5 p.m. business hours of the library, a librarian's starting times may be flexed during such weeks (or other weeks within the pay period) when a librarian's professional obligations necessitate work outside of the normal business hours of the library (*i.e.*, teaching classes before 9 a.m. or after 5 p.m.).
- d The schedules and work assignments of the librarians shall be determined by the Dean in consultation with the faculty in such manner as to provide necessary and appropriate staffing of the Libraries' services and operations in support of the academic programs of offered during the day, evening and weekends, all sessions and special programs of the University. Scheduling shall also take into account the scholarly, service and other professional obligations of library faculty associated with the University.
- e The sixty-five (65) days not worked by each librarian shall be charged to one of the following categories of leave: (1) vacation, (2) personal days to handle personal business or personal emergencies (e.g., family illness), (3) holidays (including energy days) when the University is officially closed. Sick days, bereavement days and professional development days shall be counted as workdays with the approval

of the Dean. Sick days, bereavement days and days not worked due to personal emergency shall be reported to the Dean immediately.

- f. Requests for all vacation days and professional development days shall be submitted to the Dean for their approval well in advance. The “vacation year” is September 1 through August 31. Vacation time earned during a vacation year must be used by August 31 of the same vacation year in which it is earned. If, however, a Librarian has approved vacation time scheduled and due to business reasons is required by the University to work during that scheduled time, and is unable to complete their vacation entitlement before August 31 of the same vacation year, the Librarian may take the vacation after August 31, provided that, at the latest, vacation is completed by September 30 of the same calendar year. Payout for accrued but unused vacation days for Librarians who resign or are terminated shall be calculated based upon a pro rata ratio of days worked during a normal work year to the length of time worked during the year in which a librarian resigns or it terminated.
- g. Inclement weather and emergency closings. The library shall normally be closed when classes are cancelled and academic administrative offices are closed.

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

- a. Work Year: The University operates during its entire fiscal year which is from September 1 through August 31. Except for specified periods of leave as provided by this Agreement, full-time teaching members of the bargaining unit shall, upon adequate notice, be available for assignment to professional activities during the entire year.
- b. Academic Year: Faculty members are paid an annual salary for the period of September 1 to August 31. However, except as specified below, they are assigned teaching and other professional responsibilities during the academic year which normally extends from the beginning of the fourth week in August or from the first day of the Fall semester orientation/registration, whichever comes last, until June 1 or commencement, whichever comes first.
- c. Non-teaching Duties: All full-time faculty members shall perform during the academic year non-teaching duties and functions associated with their academic status. With adequate notice, faculty members shall participate in orientation and registration of students as assigned by the Chair or Dean, and in admissions and recruitment events and activities. Faculty members shall participate in committees, attend faculty meetings, convocations, matriculations and commencement, continue their professional growth, and provide Department, Library, School, and University administrators with administrative assistance. Service obligations are more fully described in paragraph 9 below.
- d. E-Mail responsibilities: A faculty member is expected to access their Adelphi e-mail account on a regular basis during any semesters when they are teaching, and

to communicate with students during such times. Faculty members also are responsible for reading and understanding the content of official University communications sent to their University e-mail accounts.

e. Required Teaching Workload:

1. The normal teaching workload for a full-time faculty member shall be eighteen (18) teaching credit hours during the academic year. Independent study and advising of graduate theses shall not carry any teaching credit hours except as specified in Section 3. below. The teaching workload for full-time Teaching Faculty (as defined in Article IX Section 2.c.) shall be twenty-four (24) teaching credit hours. Non-tenure-track faculty are not required to engage in research or scholarship.
2. The teaching workload for full-time faculty will be appropriately and equitably allocated by the Dean with the approval of the Provost, to meet educational, administrative or other institutional need. These include, but are not limited to: active involvement in research and/or publications or equivalent creative, clinical, or professional activities, unusually demanding courses, and the performance of essential administrative duties.
3. Library faculty who teach credit-bearing courses shall be compensated at the prevailing overload rate (per credit).

f. Assignment of Work:

1. Institutional and student needs shall be the primary factor in the distribution of courses within a department, or school and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes and the allocation of day and evening sections. Full-time tenure-track faculty, where qualified, shall receive precedence in the assignment of a full teaching workload over full-time non-tenure track faculty and adjuncts. Full-time non-tenure track faculty shall receive precedence in assignment of a full-time teaching workload over adjuncts.
2. The Department or School's schedule of classes and teaching assignments, including modalities and location, independent study, and other load carrying work shall be prepared, after consultation with the faculty, by the Department Chairperson, or Dean and approved by the Provost or their designee, prior to implementation.
3. Should there be a serious difference of opinion between a faculty member and the course scheduler over an assignment of courses, the Dean shall resolve the matter. If levels of academic and professional expertise are in dispute, the Dean shall, in consultation with the Unit Peer Review Committee, decide the issue. The Dean's decision may be appealed to the Provost.

4. Assignment of a faculty member's regular workload shall be at any designated University location (instructional site) but no faculty member shall be required to teach at more than two (2) separate sites on any one (1) day. If a faculty member is assigned to teach at any two (2) separate University instructional sites on the same day and does so, they shall be compensated for travel between those sites at the standard IRS rate per mile. To receive payment for mileage, a faculty member must submit an appropriately completed and signed expense report to their Dean for approval and submission to the Accounts Payable Office from which checks are issued.
5. The faculty members of a department, library or school shall be notified of their teaching assignments as soon as feasible. Changes in a faculty member's program may be made if necessary. In making such changes, the Chair, Dean or other appropriate University officer shall consult with the affected member in the interest of arriving at the best solution for all parties concerned. When a change has been effected, it shall be put in writing and dated and signed by the appropriate University officer.
6. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may shift courses of base load from the Fall semester to the Spring semester or vice versa.
7. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may substitute the summer session (Summer I and II) for either a Fall semester or a Spring semester.
8. At the request of a faculty member, and with the approval of the Department Chair and Dean, part of a faculty member's workload may be shifted to teaching assignments during summer sessions. Approval of such requests will not be unreasonably withheld.
9. No faculty member shall be assigned teaching or other University obligations on more than five (5) days in any week (Monday through Sunday), nor shall a faculty member be assigned teaching or recurrent other University obligations on both weekend days (Saturday and Sunday) of the same week.

g. Underload/Overload:

1. An underload occurs when a full-time faculty member's teaching workload is less than eighteen (18) or in the case of Teaching Faculty (as defined in Article IX. Section 2.c.), twenty-four (24) credit hours per academic year. If an underload occurs, it shall be made up during the following summer, fall or spring semester. If reasonable work is assigned and the underload is not made up as stipulated above, the faculty member's salary shall be reduced, by the current overload rate, to reflect the underload. No faculty member shall be required to make up an underload during the summer.

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

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

An overload occurs when, subject to the approval of the Provost, and with the consent of the full-time faculty member, a clinical or tenure track faculty member's workload is more than eighteen (18) teaching credit hours during the academic year or for Teaching Faculty (as defined in Article IX. Section 2.c.) more than twenty four (24) credit hours during the academic year.

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

h. Voluntary Workload Reduction:

- (i) Full-time faculty who request a voluntary reduction in workload for personal emergency circumstances must request a workload reduction in writing, stating the reason for the request. Faculty members shall provide supporting documentation to Human Resources. The Dean and the Provost must approve all such requests. Except for conditions beyond the control of the faculty member, all such requests shall be made sufficiently in advance so as to provide the University with time to find a replacement, if necessary. If a reduction in workload is granted, the faculty member's annual salary will be reduced by 10% for a three (3) credit reduction in load or 3.33% for each credit of load reduction up to four (4) credits, 20% for a five (5) credit reduction in load, and 25% for a six (6) credit reduction in load. The Dean and the Provost reserve the right to deny a request for reduction in workload in order to maintain faculty ratios set forth in Article IX. Section 2, or where the University would have to hire new faculty to cover such faculty member's workload, as determined in the University's sole discretion. Requests under this section shall only be granted one (1) semester at a time, for a maximum of two (2) semesters in any five (5) year period.
- (ii) In the event of the birth or adoption of a child by a probationary tenure-track faculty member who requests a voluntary workload reduction, the following provisions will apply:

- 1) Subject to the provisions hereafter, the probationary period of a faculty member may be extended by the faculty member limited to a single one (1) year extension for each birth or adoption.
 - 2) Each extension will be for one year (12 months) only.
 - 3) With the exception of the initial appointment contract, the length of the reappointment contract will be extended by one (1) year, but in no event shall such reappointment contract be longer than four (4) years.
 - 4) During the initial contract, the faculty member will undergo the reappointment review regardless of family circumstance. If the faculty member is recommended for reappointment, the current contract period will be extended by one (1) year before the reappointment contract becomes effective. If the faculty member is not recommended for reappointment the terms of the original contract would be in effect and no extension will be effective.
 - 5) A faculty member must notify their Dean, in writing, that they are exercising this option within one (1) year of the birth or finalization of adoption. The Dean will notify the Office of the Provost.
 - 6) A notice by a faculty member to their Dean of their election of an extension of the probationary period may be revoked if such request is made at least one (1) semester prior to the beginning of the original date by which the tenure review would be done.
- i. Full-time faculty who leave the employ of the University at the end of the Fall semester will be paid one-half of their base annual salary in effect for that semester. Likewise, faculty members who commence work in the Spring semester will be paid one-half of their base annual salary over the eight (8) month period January through August.
- Faculty who leave the employ of the University during a semester will be paid through the end of the month in which they cease working.
- j. From time to time a full-time faculty member may be assigned administrative responsibilities for which they receive workload credits. Eight (8) hours of administrative work per week equals three (3) teaching credits. In cases where such assignments amount to 50% or more of baseload, the faculty member who accepts such administrative assignment may request and have granted a pause of the tenure clock until such time as the administrative work assignment is concluded or the faculty member requests that the tenure clock restart. A written statement regarding such determination shall be provided to the faculty member and placed in the faculty member's personnel file. A copy of all such determinations will be provided to the AAUP. Pre-tenure faculty will normally not be asked to take on major administrative assignments beyond a regular teaching load.

Section 3. Special Workload Situations

- a. No faculty member shall be compensated additionally or given extra credit for student advisement or mentoring.
- b. Certain special assignments may, at the discretion of the University, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.
- c. Derner School of Psychology
 - 1. The standard workload shall be as specified in Section 2 of this Article, which shall be understood to mean that each full-time faculty member shall teach a minimum of three (3) graduate and/or undergraduate lecture classes per academic year.
 - 2. To fulfill the required normal teaching workload for a full-time faculty member in Derner, the Dean shall also assign each full-time faculty member per semester one or more of the following: additional classroom teaching, research work group(s) with a minimum of six (6) students per group for three (3) workload credits, clinical supervision of a minimum of four (4) students for three (3) workload credits, active dissertation supervision of students who are each registered for a minimum of three (3) credit hours of graduate work and engaged in doing accepted research or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation supervision shall not exceed six (6) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.
- d. Ruth S. Ammon School of Education

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

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

professional skills in teaching.

e. School of Social Work

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

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

Ten (10) Students = 3 credits

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

Five (5) Students = 3 credits

Seminar in Field Instruction = 3 credits

Effective in the Fall of 2023, the following process applies for when a student drops from a field placement after the semester has begun:

1. For full time faculty, in the event a student leaves a field placement and the University is unable to assign an alternative student to the full-time faculty member, the University will:
 - a. work with the faculty member to provide an administrative assignment to be undertaken for the same hours as the compensation for Field Liaison work merits, OR
 - b. offer an additional two (2) weeks of compensation (or load) to provide a transition period. In the event that a full-time faculty member is underloaded at the conclusion of the academic year as a result of the above, the underload will be waived. Overload payments may be reduced under these circumstances due to the lack of associated work.
2. For part-time/adjunct faculty, their load and/or compensation for such Faculty Field Liaison work in that semester will not be altered.

f. College of Arts and Sciences

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

exception:

1. Each faculty member responsible for the production of one of 6 annual dance or drama performances shall receive three (3) workload credits.
2. A full-time faculty member teaching laboratory sections in the College of Arts and Sciences shall receive one (1) teaching workload credit for each of the first three (3) laboratory contact hours and 1/2 teaching workload credit for each contact hour in excess of three (3) when they are present for the full contact hour, up to a maximum of five (5) teaching credit hours for any laboratory.

Faculty members who coordinate the laboratories in classes with four (4) or more laboratory sections being taught by multiple faculty members shall receive one (1) teaching credit for every six (6) laboratory sections they supervise, up to a maximum of three (3) teaching credits per semester. Such coordination shall be understood to include determining the schedule of laboratories, arranging meetings of the laboratory instructors, supervising teaching assistants, coordinating grading and grade submission, and other duties necessary for the smooth running of the laboratory as a whole. If a laboratory carries no credit for a student the laboratory coordinator shall receive 1/2 credit towards load.

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

g. The College of Nursing and Public Health

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

workload report for each semester. A faculty member teaching the clinical courses shall receive one (1) teaching workload credit for each of the first three (3) clinical contact hours and one-half teaching workload credit for each contact hour in excess of three (3). Full time, tenure-track faculty members will not be obligated to teach more than one (1) clinical course per year but may elect to do so. Clinical faculty will not be subject to this limitation.

- h. The President, Provost, Vice, Associate and Assistant Provosts, Academic Vice-Presidents, Deans, Associate and Assistant Deans, Directors and Department Chairs who are also members of the faculty may participate fully in the instructional and research programs of the University by engaging in such activities as teaching courses, conducting research, providing student advisement, and providing professional librarian services in the University Libraries. Notwithstanding the foregoing, it is understood that such activities shall not constitute the primary responsibility of the President, Provost, Vice, Associate and Assistant Provosts, Academic Vice Presidents, Deans, Associate Deans and Assistant Deans. With the exception of Department Chairs, no individual whose position is mentioned in this paragraph shall engage in teaching or providing professional librarian services if doing so results in a full-time faculty member having an underload or being assigned courses in a unit other than their home unit. With the exception of Department Chairs, no full-time employee of the University may regularly teach more than four (4) credits per semester as part of their normal job responsibilities and included in their base pay, and teaching in excess of four (4) credits shall be on an adjunct contract.
- i. Independent Study, Tutorial, Supervised Student Research, Creative Works Activities, and Honors College Thesis Supervision

(1) Independent Study: An independent study allows a student, under the guidance of a faculty member, to pursue an academic interest that may not be addressed through the University's regular course offerings. A faculty member teaching independent study will be compensated at the rate of \$200 per student credit hour. Only faculty members who otherwise do not have a full workload may apply independent study to their base workload (.5 credits for each student registered for 3 credits). No faculty member will get more than (i) three (3) credits per academic year toward their workload, or (ii) six (6) students of Independent Study per semester, or (iii) a total of ten (10) students in an academic year. In the event that a faculty member is asked to teach a required course as an Independent Study, the course will be compensated as a Tutorial as outlined in Section i(2).

(2) Tutorial: With the permission of the Dean and the Provost, and in consultation with the faculty member assigned to teach the course, a Chair, in lieu of canceling a course for low enrollment, may continue the class on load, but reduce the load of the class. A faculty member will receive .5 credits of workload for each student in a 3-credit course in this case, up to a maximum of the original credit load of the course. Such offering is referred to as a Tutorial and allows for a student to take one of the University's regular course offerings in circumstances where there is not sufficient enrollment to warrant a full course offering.

(3) Guided Research and Creative Works Activities: A faculty member may supervise a

student in undertaking guided research and creative works' activities. A faculty member may choose to either (i) be compensated with workload credits in the associated semester in which the supervised research or creative works activities is conducted, as set forth below, or (ii) bank credits in accordance with the credit banking program, as set forth below. The faculty member may at any time choose overload compensation rather than banking hours.

- (i) Workload compensation in current semester: Where the faculty member wishes to supervise a student in undertaking guided research and creative works' activities and such supervision is otherwise unaddressed by the provisions of this Agreement, the faculty member will be compensated with 0.5 credits of workload for each three (3) credits of student credit hours.
- (ii) In an academic year, a maximum of six (6) credits can be applied to meet teaching load obligations.
- (iii) Credit banking program: A faculty member who chooses to participate in the credit banking program may bank and use credits as follows:
 - A faculty member may bank 0.5 credits of workload for each three (3) credits of student credit hours supervised.
 - Once a faculty member has accumulated three (3) workload credits in the banking program, the faculty member may request and be awarded a 3-credit research release.
 - Such requests shall normally be made in accordance with the standard release time request process and are subject to review and approval of semester of release by the Chair. Faculty may be awarded up to one 3-credit research release per semester.
 - A faculty member who banks credits under the credit banking program and has not used those credits by the end of the three (3) year period, will be compensated at the overload rate that was in effect at the time the credit hours were earned and paid in the next pay period when overload pay is disbursed.
 - Courses eligible for the credit banking program herein shall be coded as RES in the registrar system.
 - Nothing herein is intended to deny faculty the ability to bank other credits as provided for in this Agreement and/or with the approval of their Dean.

As an example, in the 23/24 academic year, a faculty member supervises 3 students in guided research (noted for course purposes as RES), and each student is taking the RES for 3 credits (i.e., 3 student credit hours). The faculty member chose to bank 1.5 workload credits in the research banking program. In Fall 2026, the faculty

member decides to have those credits paid as compensation instead. In that case, the faculty member receives the equivalent of 1.5 credits at the overload rate that was in effect in the 23/24 academic year.

- (4) A faculty member who is the thesis advisor for an Honors College student registered for course #0083-490 Honors – Thesis in Liberal Studies shall receive a one-time stipend of \$600. This stipend will be paid in the semester the student first registers for this course and will not be paid in subsequent semesters if the student re- registers for the same course. Honors College thesis supervision cannot be used to meet workload requirements.

Section 4. Release Time

- a "Release time" means reduction of the normal teaching workload. Released time may be granted by the University for academic and/or administrative purposes. Unit members who are granted released time shall not be eligible to teach overloads without the approval of the Provost.
- b The following released time shall be granted by the University:
- | | |
|--------------------------------|---|
| 1. Chair, Faculty Senate | 3 credits per semester |
| 2. Secretary of Faculty Senate | 3 credits per academic year |
| 3. President of the AAUP | 6 credits per academic year |
| 4. Designees of the AAUP | 6 credits per academic year
(combined for all designees) |
| 5. Chair, FC RTP | 3 credits per semester |
| 6. Secretary, FC RTP | 3 credits per academic year |
| 7. Chair, F.S.C.A.A. | 3 credits per academic year |

If the Provost grants the FC RTP an amount of release time greater than that specified above, the AAUP will be notified of the change.

- c In addition, during the year of the contract negotiations, the negotiating committee for the AAUP will be granted up to a total of 12 credits release time. The AAUP will reimburse the University for these 12 credits at the prevailing PTOL rate. The AAUP may also buy up to six (6) credits of release time at the prevailing PTOL rate in an academic year. The AAUP shall provide notice to the University before the course planning for the associated semester is completed, or as soon as is practicable in situations where such notice is not possible.
- d Library faculty are eligible for inclusion in the application process with three (3) credits of release time equaling 10% of the library faculty workload.

Section 5. General Faculty Obligations

- a Faculty may not engage in any behaviors, including speech, in the classroom or when otherwise engaging in their professional activities, towards a single student or group of students that would create a hostile or threatening environment within

the classroom or within the University, including but not limited to language or inappropriate terms to refer to individuals or groups of individuals with reference to sex (including pregnancy, family responsibility and gender identity), race, age, sexual orientation, gender orientation, national origin, creed, color, ethnicity, genetic predisposition, marital status, veteran status, carrier status, religious or political belief, disability, union activity or refraining from union activity, or treat students differently due to their having or being perceived to have such characteristics. Notwithstanding the foregoing, the University recognizes that course content and curriculum as well as professional activities may require that faculty address issues related to such protected categories and legitimately and permissibly use language and terms and/or voice opinions that some individuals may consider controversial or offensive.

- b. Each full-time faculty member shall hold a minimum of four (4) office hours per week when classes are in session. At least one (1) hour will be scheduled on three (3) different days per week. Faculty members working a reduced load shall be allowed to reduce their office hours in a proportionate fashion. Office hours are to be scheduled to serve the interests of the students and as such should be consistent with the academic needs of the department, or school. Wherever possible office hours shall be scheduled at the same site as the faculty member's classes. A full-time faculty member may apply to the Dean for an exception to this requirement. Such approval shall not be unreasonably withheld.

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

- c. Faculty members shall provide advisement and academic counseling to students. At times of advisement and pre-registration as established in the academic calendar, faculty members assigned to these duties by their Dean shall make additional office hours available, if necessary. In addition, upon adequate notice, faculty members shall perform advising and other duties during general registration, placement and recruitment events. The University shall provide to faculty advisors necessary information and materials.
- d. Faculty are professionally obligated to fulfill their duties as professors and University citizens. As such, faculty shall spend sufficient time on-site at one of the University's locations to carry out their professional activities, such as advising/mentoring students, teaching, helping with student success, conducting research, holding office hours, providing university service, assisting with enrollment, program design, committee work, and generally contributing to university life. A faculty member should spend, at a minimum, at least three (3) days on the main campus (Garden City) or one of the other University locations. Additionally, faculty members shall be available, with adequate notice, for other University activities such as meetings, advising, recruitment, faculty senate, and so forth. A full-time faculty member may apply to the Dean for an exception to these

requirements.

- e. Faculty members shall not shorten, lengthen, cancel, add, or reschedule classes. Adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed. Faculty who anticipate being absent due to their religious beliefs or observances must notify the Dean at the start of the semester. In the event of any absence the faculty member shall notify the Department Chair, head and/or Dean as soon as it becomes apparent the faculty member will miss a class meeting, or if unavailable, by notifying the appropriate secretary. In the event a class meeting is missed as a result of the absence of the faculty member, they shall reschedule the class meeting or otherwise compensate the students for the lost time, and notify both the students and Department Chair and/or Dean of the time and date of the meeting or the method of compensatory time. Nothing herein shall prevent the rescheduling of a class meeting if such rescheduling is in the interest of academic enrichment. However, prior to such rescheduling, the faculty member shall make every effort to seek agreement in advance from the affected students. If the rescheduling will affect more than one class meeting, approval of the appropriate Chair or Dean is required, and adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed. (One class meeting means that no change will take place at any one time that will affect several class meetings.)
- f. Each faculty member shall satisfy in a timely fashion administrative requirements such as classroom teaching observation, administration of assessment instruments, record keeping, and sending required or requested information promptly to the Registrar, Bursar, Deans, Chairs, and other administrative and academic offices and officials including submission of mandatory attendance records to the office of the registrar and/or the Office of Academic Services & Retention when such records are requested.
- g. During the first week of class a faculty member shall provide the students, the Chair and the Dean with a written syllabus consistent with professional standards and with the academic objectives of the course. The syllabus shall include at minimum a written statement regarding their objectives for the class, assigned readings or other assignments, their policy on attendance, course requirements, and criteria for grading. The faculty member shall keep students abreast of any changes that may be desirable as the course develops. During the term, the faculty member shall present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member shall submit final grades to the Registrar two (2) days after the date of the scheduled final examination in any course, or by such later date as the Registrar may designate; however, a faculty member shall not be required to deliver grades on any date that University offices are officially closed.
- h. Each full-time faculty member (including library faculty) shall attend commencements, matriculations, and general, school and departmental faculty

meetings unless in conflict with scheduled teaching activities, scheduled professional activities or personal emergencies. Faculty who attend commencement shall wear academic attire and the University shall provide such attire to faculty who need it. A faculty member attending a commencement of a spouse, child or grandchild on the same weekend as the Adelphi commencement shall not be required to attend commencement.

- i. Except in rare circumstances and with the Dean's written approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.
- j. A faculty member, in any opinion or certificate which they may give as to the merits or claims of any business or professional undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.

Section 6. Outside Employment and Consulting

A faculty member on full-time appointment has a primary and uncompromisable obligation to the University. Outside professional activities, whether gainful or not, cannot be allowed to interfere with one's teaching, scholarly research or other duties in their department and the University. During the semester in which a faculty member is teaching, prior written approval from the Chair and Dean is required for any outside employment in excess of one (1) day per week. The faculty member will be required to disclose any outside employment in excess of one (1) day per week to the Chair and Dean at least two (2) weeks prior to the beginning of the semester in which the faculty member has such outside employment, or as soon as practicable in the case of outside employment that is not known by the faculty member prior to the beginning of the semester in which the faculty member has such outside employment. Additionally, full-time faculty members shall complete annual disclosures with regards to their outside employment that are subject to this section. A faculty member's obligation to make disclosures regarding any outside employment in excess of one (1) day per week will continue from year to year. If there is a change with regards to a faculty member's outside employment, the faculty member must advise the Chair and Dean of the update and obtain additional approval. Such approvals shall not be unreasonably withheld.

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

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

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

If a faculty member chooses to teach at another school because a sufficient number of additional

courses are not available at Adelphi, or the course taught at the other school is not offered at Adelphi, or the faculty member was not offered the option of teaching the course at Adelphi, then the faculty member is not in violation of this provision, provided that they have previously completed, and submitted, the previous semester's Faculty Obligation form on a timely basis.

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

Section 7. Conflict of Interest and University Affiliation

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

Section 8. Use of University Resources and Facilities

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

Section 9. Service

- a. Faculty members recognize their obligation to develop, support and enhance the

life of the University by participating in service to the Department, College, School, University, public, and broader community. Service includes activities that fall outside of teaching and scholarship and whose completion is oriented toward supporting the full and effective functioning of the department, institution, or academic discipline or academic community more broadly, as well as to serve the public and broader community beyond the University.

All full-time faculty are expected to engage in service responsibilities as part of their normal duties each work year (September to August). Full time faculty, after their first two (2) years of employment, are expected to spend between 10% and 20% of their time on service-related responsibilities over the course of a year. The University adjusts the expected service responsibilities according to the faculty member's rank and years of service as follows:

- First two (2) years of employment (up to 5% of time): no more than fifty-six (56) hours
- Assistant rank (and other tenure-track faculty in the pre-tenure period) (5% to 15% of time): fifty-six (56) hours to one hundred sixty eight (168) hours
- Associate and Professor rank (10% to 20% of time): one hundred twelve (112) to two hundred twenty five (225) hours

A faculty member whose service falls within the above ranges, according to their years of service and rank, will have satisfied their service obligations.

As faculty increase in rank and progress in their career, they are generally expected to take on more complex and meaningful service activities. Part-time faculty are not required to perform service.

Service responsibilities include, but are not limited to, the following:

- Participation in shared governance activities, such as faculty meetings (program, department, School/College, or full faculty); faculty senate committee meetings; faculty senate;
- Participation in peer review through serving as a member of a search committee, UPRC, FC RTP, or as a peer observer;
- Participation in other institutionally important activities such as open houses, graduate admissions' review, developing, administering, overseeing, or grading language placements examinations;
- Advising student organizations, supporting University academic and cultural events, critiquing works of art, performances, designs and the like executed by students as part of program requirements;
- Providing service to the profession, such as serving as a peer reviewer for

scholarship and creative works; taking a leadership position in a professional organization; organizing a conference; and

- Providing service to the community at large relating to the faculty member's area of scholarly expertise.
- b. Each faculty member should document their service activities, along with the amount of time spent for such activities.
- c. When 3-credits of release time is awarded to support service based activities, the first 120 hours per work year will not count towards the expected service hours.
- d. Attendance at matriculations, commencements and similar academic ceremonies including, but not limited to School of Nursing white coat and pinning ceremonies, and departmental graduation celebrations, shall not count towards the hours of expected service.
- e. In making non-teaching duty assignments, Chairs and Deans shall take into account a faculty member's service activities. Additionally, Chairs and Deans shall establish each faculty member's advisement load in light of their service activities. For purposes of managing total workload, each assigned advisee of a faculty member counts towards the expected number of hours devoted to service as one (1) hour per advisee per semester.
- f. From time to time, the University may constitute a task force to undertake a substantial revision of a degree program's curriculum or in connection with the development of a new degree program. In such cases, the time spent on such activity shall count towards expected service activities.
- g. At least once every academic year, the Work/Life Committee shall meet to discuss additional policy changes or recommendations to address workload equity.

ARTICLE XV: SALARY AND RELATED COMPENSATION

Section 1. Full-Time Faculty

Salary increases: Full-time faculty:

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

9/1/23	\$5,000 increase to base salary
9/1/24	3% increase to base salary (by average in rank) and \$1,000 increase to base salary
9/1/25	3% increase to base salary (by average in rank) and \$1000 increase to base salary

9/1/26	3% increase to base salary (by individual base salary) and \$1,000 increase to base salary
9/1/27	3% increase to base salary (by individual base salary)

Promotion:

1. Upon promotion from Assistant Professor to Associate Professor (all designations), there shall be an increment of \$5,000 in base salary.
2. Upon promotion from Associate Professor to Professor (all designations), there shall be an increment of \$7,500 in base salary.

Faculty promoted between September 1, 2021 – August 31, 2023 shall receive a one-time increase to their base salary in the amount of \$1,000, effective 9/1/23, prior to implementation of the 9/1/23 increase listed above.

Base Salaries: Full-Time Faculty

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

Assistant Professors (all designations)	\$75,000
Associate Professors (all designations)	\$85,000
Professors (all designations)	\$100,000

For those faculty whose current salaries are below the minimums, they will be increased to the above-referenced minimum salary for their rank effective 9/1/23, prior to the implementation of the 9/1/23 salary increase.

If a faculty member takes an extension due to the birth or adoption of a child, and the extension causes a delay in promotion to Associate Professor, the faculty member will retroactively be awarded the raise associated with promotion. Their salary will also be adjusted for any raises that would have been received should the original timeline have been adhered to.

Section 2. Adjunct/Overload Rate

Salary Increases- Adjunct Faculty:

The Regular Adjunct rates shall be increased as follows:

9/1/23	4.25%, per credit to \$1,732
9/1/24	3.8%, per credit to \$1,798
9/1/25	3.8%, per credit to \$1,866
9/1/26	3.8%, per credit to \$1,937

9/1/27 3.0%, per credit to \$1,995

The Senior Adjunct rates shall be increased as follows:

9/1/23 4.25%, per credit to \$1,909

9/1/24 3.8%, per credit to \$1,982

9/1/25 3.8%, per credit to \$2,057

9/1/26 3.8%, per credit to \$2,135

9/1/27 3.0%, per credit to \$2,199

Training: Adjunct faculty shall receive payment for attending mandatory training in the amount of \$20/hour with a minimum of one (1) hour. Mandatory training shall be determined by the University in its sole discretion.

Section 3.

The University shall pay all faculty twice per month (full-time faculty receive 24 checks; adjunct faculty receive payments semimonthly in the semester they teach), on the 15th and the last day of the month by mandatory direct deposit in equal installments. If any pay day specified herein falls on a Saturday, Sunday or holiday, the payment will be made on the preceding week day.

Summer session payment will be made on June 30 for Summer I, and August 15 for Summer II. Intersession payments for adjunct faculty will be the last payment in February.

Section 4. Overload

Full-time faculty who teach overload will be compensated at the Senior Adjunct rate for the first three (3) credits of overload that they teach each academic year. Subsequent overload teaching will be compensated at the regular adjunct rate. Payment for the Fall semester overload shall be made in the last payment of February. Payment for Spring Semester overload shall be made in the last payment of May.

Section 5. Release Time, Compression, Equity Adjustments and Market Conditions

1. The University may allocate up to \$400,000 annually in a pool to fund additional increases in faculty base salaries and to provide released time for scholarship (scholarly research and writing, creative and artistic pursuits and professional endeavors) above the percentage increase otherwise designated under this Agreement. Up to \$400,000 per year may be awarded by the University for any of the following reasons:
 - a. Release time for scholarship: Requests for release time for scholarship are made by faculty members to the Dean or their designee. Any release time awarded will be applied against the \$400,000 described in item 1 (above) at

the regular overload (adjunct) rate. Release time must be approved by the Dean and the Provost or the Provost's designee.

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

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

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

- b. Compression: Faculty members whose base salary is below the salary of similarly situated faculty are eligible to be considered for an equity adjustment. The increase must be approved by the Provost or the Provost's designee. The University shall have an external firm conduct a compression analysis study in the third year of the Agreement. The results for unit members will be shared with the AAUP upon completion.
 - c. Market Condition: Adjustments based on market condition will be for those faculty members whose salary is below average based on current market conditions. The increase must be approved by the Provost or the Provost's designee.
- 2. In making their determinations regarding individual assessment adjustments the various parties (Dean, Provost, Provost's designee) shall consider structural issues such as salary inequities across disciplines and salary compression related to length of service in rank.
 - 3. If recommendations are made by the Deans, they are subject to approval by the Provost. If the Provost makes any adjustment to the Dean's recommendation, the Provost shall inform the Dean of the amount of the adjustment and the reason for the adjustment. A faculty member may appeal the Provost's decision regarding the change to the Dean's recommendation for the individual assessment adjustment. When an appeal is made, a meeting between the faculty member and the Dean shall be held.
 - 4. Each faculty member shall be informed in writing of the amount of increase and or release time awarded.
 - 5. The Provost shall provide the AAUP with the actual amount of each individual

faculty member's adjustment and the category(ies) for which the adjustment was made.

6. The implementation of, and determinations thereunder, for this Section 6, shall be deemed to be the exercise of academic judgment and are made at the sole discretion of the University.

ARTICLE XVI: FRINGE BENEFITS

Section 1. Medical Insurance Summaries

1. Medical insurance shall be provided pursuant to the chart attached to the Agreement as Appendix A and A-1.
2. If a faculty member is not currently in the Wraparound (WRAP) plan in 2022 they may not elect WRAP in the future.
3. The terms and conditions of the medical insurance plans are provided in the plan documents and shall govern any conflicts between the material in this Agreement and the Plan Documents. Booklets describing the medical plan coverage are available from the Office of Human Resources or online on the Human Resources page of the Adelphi intranet.
4. Adjunct faculty as defined in Article X, Section 2(a) may participate in the medical insurance plans by paying 100% of the premium.
5. During the duration of this Agreement, the benefits and coverages established pursuant to the plans referenced above shall not be reduced, except that in order to offer a more cost effective medical plan, the University may raise co-pays for office visits, emergency room visits, inpatient hospital visits, and prescriptions with the agreement of the Union, which agreement shall not be unreasonably withheld.

Section 2. Medical Coverage

- a. The PPO High plan will be discontinued effective December 31, 2022.
- b. Beginning January 1, 2023, the University shall offer to University employees, including faculty, a new coverage option, a High Deductible Health plan (HDHP), with Health Savings Account (HSA). When an eligible full-time faculty enrolls in the HDHP and sets up an HSA, the University shall contribute to an eligible full-time faculty's HSA the following amount: (i) \$875 for individual coverage; (ii) \$1,750 for employee plus one, or family coverage. The University shall make its contributions to the HSA accounts twice a year, half on the first business day in January and half on July 1st. Eligible employees may contribute additional funds to their HSA on a pre-tax basis up to the annual maximum amount as determined by the IRS (for 2023, employees with individual coverage can contribute up to \$3,850, and employees with employee + 1 or family coverage can contribute up to \$7,750.). HSAs are owned by the employee.

- c. Beginning January 1, 2023, the University will offer three (3) tiers of coverage for each health (medical) insurance plan offered, except for the WRAP plan: individual (employee only), employee plus one, and family. The WRAP plan will have two tiers of coverage: individual (employee only) and family.
- d. Effective January 1, 2023, the University shall make the following annual contributions for health (medical) insurance coverage premiums for full-time faculty who elect to participate in any one of the health insurance plans offered by the University as follows:

<u>Effective Dates</u>	<u>Percentage (%)</u>	<u>Contribution</u>	<u>Plan</u>
	<u>Adelphi</u>	<u>Employee</u>	
1/1/23	60%	40%	WRAP
1/1/23	75%	25%	HMO (Individual)
1/1/23	73%	27%	HMO (Employee + 1)
1/1/23	78%	22%	HMO (Family)
1/1/23	69%	31%	PPO (Individual)
1/1/23	66%	34%	PPO (Employee + 1)
1/1/23	70%	30%	PPO (Family)
1/1/23	78%	22%	HDHP (Individual)
1/1/23	75%	25%	HDHP (Employee + 1)
1/1/23	80%	20%	HDHP (Family)

Effective January 1, 2024, the University shall make the following annual contributions for health (medical) insurance coverage premiums for full-time faculty who have elected the WRAP plan:

	<u>Adelphi</u>	<u>Employee</u>	
1/1/24	57%	43%	WRAP
1/1/25	54%	46%	WRAP
1/1/26	51%	49%	WRAP
1/1/27	50%	50%	WRAP
1/1/28	50%	50%	WRAP

- e. The University and faculty will share all premium increases in the same proportion as in the contributions above. The full-time faculty members' monthly premium contributions for 2023 will be attached as Appendix A-2. Annual faculty payroll contributions for health insurance premiums will increase by no more than 10% during the term of this Agreement.
- f. The University will extend to all full-time faculty covered by this Agreement the opportunity to participate in the Dental benefit programs offered by the University to non-bargaining unit employees, subject to the terms and conditions of the Plan provisions and at no cost to the University.
- g. Effective January 1, 2017, for all faculty who participate in either of the PPO plans or the Wrap, the University shall provide a Health Reimbursement Account (HRA). For

people enrolled in an individual plan, the University shall contribute \$350 to the HRA annually and for those enrolled in a family plan the University shall contribute \$700 annually. The HRA is an employer funded account (employees do not contribute) which is used by the employee to pay for eligible medical expenses (according to guidelines established between the parties). HRA funds may be used for first dollar expenses, and employees need not pay deductibles prior to using HRA funds. Any balance of the HRA can be carried over for up to two (2) calendar years.

Effective January 1, 2023, the University shall cease contributions to existing HRA accounts. If as of January 1, 2023, a faculty member is enrolled in the PPO plan or Wrap Plan and has an available balance in their HRA account, they can use those HRA funds through the end of calendar year 2023 to pay for eligible medical expenses (according to the guidelines established between the parties). Faculty who are enrolled in the HDHP with HSA as of January 1, 2023, and who have an available balance in their HRA account, may use those HRA funds for vision and dental only for calendar year 2023. All HRA accounts will be terminated and any remaining balances forfeited effective December 31, 2023.

Section 3. Long Term Disability (LTD) Insurance

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

Option 1:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$4,000 per month. The premium for this coverage shall be borne fully by the University, which under current law will make any resulting benefit taxable to the employee.

Option 2:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$15,000 per month. The premiums for this coverage (including any increases in premiums) shall be borne fully by the faculty member, which under current law, will make any resulting benefit non-taxable to the faculty member.

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

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

Non-contributory Life Insurance:

A full-time faculty member will receive non-contributory life insurance. Effective January 1, 2023, the University shall pay 100% of the life insurance premium for a policy with a benefit of the greater of \$50,000 or one (1) times a full-time faculty member's base annual salary.

Contributory (Supplemental) Life Insurance:

A full-time faculty member may elect contributory life insurance coverage in the amounts of one (1), one and one-half (1 1/2), two (2), two and one-half (2 1/2), and three (3) times base annual salary to a maximum coverage of \$500,000. The premiums for contributory life insurance (including any increase in premiums) shall be based upon the age of the faculty member, and shall be borne fully by the faculty member. The current rate schedule can be obtained from Human Resources. Rates are available for employees, partners and dependent children.

Accidental Death & Dismemberment (AD&D) Insurance:

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

Dependent Life Insurance:

Dependent life insurance, in the amount of \$5,000 for spouse and \$1,000 for each eligible dependent child, shall be available to full-time faculty members who elect contributory life insurance. The premiums (including increases in premiums) shall be borne fully by the faculty member.

Section 5. Liability Insurance

a. Commercial General Liability:

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

b. Professional Liability:

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

Section 6. Travel and Accident Insurance

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

Section 7. Change of Carriers

The University may change insurance carriers for any of the types of insurance or benefits described in Sections 1-6, provided that the new contract(s) with the insurance carrier(s) provides substantially equivalent level of benefits. Notice of any such change in carriers shall be given to

the Union at least thirty (30) days before it becomes effective.

Section 8. Tuition Remission

Tuition remission is the waiver by the University of the payment of tuition to attend regularly scheduled classes, excluding independent study and study abroad. Tuition remission is provided for the faculty member, the faculty member's spouse, and the dependent children and/or the dependent children of their spouse (who have not earned a bachelor's or higher degree at this or any other institution and who meet the IRS definition of "dependent"). All fees, including laboratory fees, books and/or any other costs associated with attending classes under the tuition remission program are the responsibility of the faculty member and eligible dependents.

a. Full-time Faculty:

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

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

b. Children of former full-time faculty:

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

c. Adjunct Faculty:

Adjunct and Senior adjunct faculty are only eligible for tuition remission benefits in the semesters they are teaching at least three credits per semester. After one full semester of employment at the University as a regular Adjunct Faculty member; the regular Adjunct Faculty member, their dependent children or the dependent children of their spouse shall be entitled to 1/2 tuition remission for each course taught, to apply to a maximum of one course per semester of full tuition remission. In any semester in which a Senior Adjunct Faculty member is employed at Adelphi, they shall be entitled to one (1) course at full tuition remission. Beginning Spring 2023, the (1) semester waiting period shall not apply to Adjunct Faculty.

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

d. Dependent children:

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

e. University fees:

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

f. Financial Aid:

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

g. Auditing courses:

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

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

Section 9. Defined Contribution Retirement Plan (Plan)

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

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

Full-time faculty members with two (2) or more years of service and who are participating in the Plan shall be eligible to receive University Contributions as follows:

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

** calculated on a full month basis*

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

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

The University shall offer full-time faculty members the option to participate in and make pre-tax contributions up to the relevant annual limits, to the extent allowed by law, to a dependent care flexible spending account, health care flexible spending account (except those faculty who enroll

in the HDHP with HSA health coverage option may not also elect the health care flexible spending account) and/or transit/parking account program, subject to the terms and conditions of the programs, and on the same terms and conditions and subject to the same restrictions and limitations as all other employees of the University. The cost of administering the program shall be borne fully by the University.

Section 11. Fringe Benefit Report

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

Section 12. Retention Increase

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

Section 13. Repurchase of Tenure and Contract

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

Section 14. Childcare and Elder Care Benefit Program

Beginning January 1, 2023, the University will extend to all full-time faculty covered by the Agreement the opportunity to participate in the Bright Horizons Enhanced Family Supports Program offered by the University on the same terms and conditions as offered to other employees at the University.

ARTICLE XVII: SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

a. Tenured Faculty Sabbatical

Sabbatical leaves shall be granted to tenured faculty for purposes of professional growth after each period of seven (7) years of full time teaching or professional library work at Adelphi University. Sabbatical leaves shall be counted towards the requirements of time worked for promotions. Only tenured faculty members shall be eligible for sabbatical leaves under this Section A. Eligible faculty members must submit plans for academic or professional study, research, creative work, or other professional endeavor to be undertaken during the period of leave to the Dean.

The Dean shall review the application and provide their recommendation to the Faculty Committee on Retention, Tenure, and Promotion (FCRTP). The academic merit of proposals for sabbatical leave are reviewed by the FCRTP which then makes recommendations to the Provost based on the merit of the proposals. The Provost shall review the recommendations transmitted to them by the

FCRTP and will make their own recommendation to the President. Final decisions on sabbaticals are subject to the approval of the Provost and the President. In instances where the recommendation of the FC RTP is different than that of the Provost, the Chair of the FC RTP and one other member of that Committee shall meet with the Provost to discuss the difference in recommendations prior to a final decision being made.

In the case that a Librarian takes a one-half year full pay sabbatical, the sabbatical period shall be from: (a) September 1 – February 28 of the following year; or (b) March 1- August 31. During the one-half year period the Librarian faculty member is not on sabbatical, they will work 97.5 days.

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

In the Spring semester of each academic year, beginning in Spring 2024, the Office of the Provost will hold an optional meeting for faculty to review the sabbatical process generally, discuss provisions in the collective bargaining agreement in Article XIV, Workload that may relate to optimizing sabbatical time, as well as other topics including but not limited to external grant opportunities to fund full-year sabbaticals.

b. Clinical and Teaching Faculty Professional Development Leave

Effective academic year 2025-2026, Professional Development Leave shall be granted to Clinical and Teaching Faculty for purposes of professional growth after each period of seven (7) years or more of continuous full-time employment at Adelphi University. Such leave shall be for a one-semester paid Professional Development Leave to enhance their pedagogy, professional work, or scholarship. Applications for Professional Development Leaves in academic year 2025-2026 shall be submitted in Spring/Summer 2024.

Such Professional Development Leaves shall be counted towards the requirements of time worked for promotions. Eligible faculty members must submit plans for using the leave to engage in professional growth activities aligned with their primary position responsibilities (*i.e.*, teaching, or clinical work) to the Dean. As examples, supported activities could include authoring text books or other significant educational materials, scholarship preparing for and seeking professional licensure certifications, undertaking substantial literature review in the pedagogy of teaching and learning associated with curricular and pedagogical changes in Adelphi coursework.

The Dean shall review the application and provide their recommendation to the Faculty Committee on Retention, Tenure, and Promotion (FC RTP). The academic merit of proposals for Professional Development Leave are reviewed by the FC RTP which then makes recommendations to the Provost based on the merit of the proposals. The Provost shall review the recommendations transmitted to them by the FC RTP and will make their own recommendation to the President. Final decisions on professional development leaves are subject to the approval of the Provost and the President. In instances where the recommendation of the FC RTP is different than that of the Provost, the Chair of the FC RTP and one other member of that Committee shall meet with the Provost to discuss the difference in recommendations prior to a final decision being made.

Professional Development Leaves will be for a period of a single semester at full pay.

The University shall award no less than two (2) leaves in an academic year, and no more than five (5) leaves annually across the University. No more than two (2) leaves will be approved in the same school or college in any one semester.

c. **General Provisions Regarding Sabbaticals and Professional Development Leave**

Sabbatical and Professional Development Leave applications shall be made one (1) year in advance of the semester in which the leave begins.

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

Faculty returning from sabbatical or professional development leave shall file a report, accepted by the FC RTP and the Provost, indicating their fulfillment of their plan. These plans and reports shall be filed by the FC RTP in Swirbul Library and shall be available to all users of the Library. These plans and reports shall also be added to the faculty member's personnel file and shall be considered in any future personnel evaluations. Should a faculty member fail to file such report or if the report is not accepted, the faculty member shall be liable for full reimbursement of the money the University paid for their sabbatical or professional development leave.

Faculty members shall return to the University after their sabbatical or professional development leave for a period of at least one (1) semester. A faculty member who does not return to the University for a period of one (1) semester thereafter shall be liable for full reimbursement of the money the University paid for their sabbatical or professional development leave.

ARTICLE XVIII: ANNUAL LEAVE AND LEAVES OF ABSENCE

Section 1. Teaching Faculty

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

Section 2.

Members of the faculty may request a leave of absence without compensation or fringe benefits for a period not to exceed one (1) academic year. Time of leave of absence shall not accrue to the

faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. The faculty member may continue their fringe benefits at no cost to the University. Leaves of absence under this section are granted by the Provost upon recommendation of the Chair and Dean and are renewable at the discretion of the Provost, but in no case shall exceed two (2) consecutive years.

Section 3.

Members of the faculty elected or appointed as officers of the Union shall, upon proper application, be granted a special leave of absence without compensation or fringe benefits for the purpose of performing legitimate duties for the Union. Such leaves shall be granted for no less a period than one (1) entire semester. Faculty members who are granted such leaves of absence shall not be credited for service with respect to annual salary increases.

Section 4.

Upon the request of a full-time faculty member, a leave-of-absence without compensation or fringe benefits (except as required by FMLA or other applicable law) shall be granted for a period not to exceed one academic year for (1) the care of a newborn infant; (2) the care of any other member of the immediate family in medical need; or (3) adoption of a minor child. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. A leave granted under this section may be renewable. The faculty member may continue their fringe benefits at no cost to the University.

Section 5. Faculty Leaves

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

a. General Provisions

1. An untenured faculty member who utilizes any of the following leave opportunities may extend the pre-tenure period for one (1) year. This provision may be used a maximum of two (2) times for a total extension of two years. If the faculty member wants to extend their probationary period, they must notify the University no later than one (1) year from the commencement of their leave. Notice to the Provost is required but permission of the Provost is not necessary. Notice by a faculty member of an extension of the probationary period may be revoked if such request is made

at least one (1) semester prior to the beginning of the original date by which the tenure review would be done. However, this extension is not available if the final tenure review process has begun. In the case that such extensions are used, external reviewers, UPRC and FC RTP shall not consider that year as one where productivity is expected.

2. During any period of sick/disability or unpaid leave faculty members shall not be required to engage in any University related activities including, but not limited to, teaching, research, service, advising, or attendance at meetings. In addition, faculty shall not be required to make up teaching or other responsibilities that would normally be carried out during the period of leave.
3. All leave provided in this policy will run concurrently with Family and Medical Leave under the Family and Medical Leave Act (FMLA) of 1993. Doctor certification is required and must be provided to the Office of Human Resources.
4. If a faculty member is absent due to a sickness/ disability or an unpaid leave of absence during part but not all of a semester, the credits that they will be required to teach during the period when the leave is not in effect will be determined by subtracting 1/15th of that semester's total credit load for each week that they were sick/disabled or on unpaid leave. Workload credits will be rounded to the nearest whole number. Thus, if a faculty member is absent for eight weeks in a semester in which they were obligated to teach nine (9) credits, they would be required to teach or otherwise make up four (4) credits (4.2 rounded to 4). For non-teaching assignments, the formula used will be eight (8) hours of administrative work per week equals three (3) credits.
5. When a faculty member will be on leave during the semester as set forth above, they are not required to provide a substitute. The departmental Chair or Dean will initiate appropriate action.
6. A faculty member who elects not to exercise one of the options set forth in c and d below, but who wishes to return from leave in mid-semester will either resume their teaching duties or, if the administration determines that this is not in the best interest of the students, they will be given an appropriate assignment, subject to the approval of the faculty member sufficient to satisfy their course load, pro-rated for the period of time they were on leave as specified above. The Union will receive copies of any such agreement in writing from the University within 15 workdays of the faculty member's approval of such an assignment.
7. A faculty member who teaches the first part of the semester but is on leave for the remaining part of the semester must leave or send all of the material in their possession necessary to determine final grades including, but not limited to, grades assigned prior to leave, any student papers, assignments and exams to the Chair, or if no Chair, to the Dean.
8. If a faculty member goes on leave before the student evaluations are completed, the

student evaluations for that semester will not be considered in the faculty member's evaluation for contract renewal, promotion, tenure, or any increases in compensation.

b. Paid Leave for Disability

Adelphi University will provide up to six (6) months of paid leave for faculty members who are sick/disabled, including but not limited to the disability related to the birth of a child. A health care provider must certify that the faculty member is unable to perform their duties and certification must be provided to the Office of Human Resources.

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

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

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

A faculty member who qualifies for a leave of absence under Article XVIII, Section 4 may be paid for one (1) full semester of such non-sick/disability leave, or any part thereof, by making up the time in any one of the following ways:

1. Using banked hours (hours previously taught for which the faculty member was not paid). A faculty member may bank up to three (3) credits or an equivalent for library faculty per semester to a maximum of nine (9) semester hours which can remain banked for up to three (3) years. If the faculty member has not used those hours by the end of the three (3) year period, they will be compensated at the over load rate that was in effect at the time the hours were earned. The faculty member may at any time choose overload compensation rather than banking hours. If compensation is chosen it shall be paid at the next time overload pay is disbursed, and/or;
2. Shifting workload to the future (for a maximum of 6 credits). The time shall be made up within two (2) semesters (Fall and Spring) following the faculty member's return from leave. Although a faculty member may not be required to make up owed time in the summer, if requested by the faculty member and approved by the Chair, Dean and Provost teaching or library work may be done in the summer.

If the faculty member leaves the University prior to making up the classes or library work, the faculty member will be liable to pay back the University an amount equal to 10% of salary in effect at the time of leave, for each three (3) credit class or equivalent librarian work, and/or

3. "Buying back" time as described in Article XIV Section 2 (h) (voluntary workload reduction) of the Collective Bargaining Agreement, and/or

4. If approved by the Chair, Dean, and Provost and accepted by the faculty member taking an assignment of administrative work. Administrative work will be credited toward workload using the formula outlined in Article XIV Section 2 (j) of the Collective Bargaining Agreement.
- e. According to the language of Article II, Section 8 of the Collective Bargaining Agreement the Union will be notified of any faculty member taking leave under the provisions of this policy within 15 workdays of the commencement of such leave.

Section 6.

In addition to other leaves which may be available under this Agreement (and not as part of Release Time allocation under Article XV Section 6), the University shall make available six (6) credits of Release Time to each clinical faculty member or tenure-track faculty member and eight (8) credits for teaching faculty during the semester in which such faculty member becomes a parent through the birth/adoption of a child (or, at the option of the Faculty Member, the semester following such birth/adoption).

ARTICLE XIX: DISCIPLINARY ACTION

Section 1.

A unit member may be disciplined by discharge, suspension with pay for a maximum period of one (1) year, reduction in rank or compensation or otherwise disciplined by the University only for just cause. Any unit member disciplined by the University shall have access to the grievance procedures as set forth in Article V.

Section 2.

- a. Disciplinary proceedings may be initiated by the department Chair, Dean, or an academic officer of the University, except in a case of proposed suspension or discharge, which shall be initiated only by the Provost (who may use the information the Dean has obtained through Article XI, excluding classroom observations performed by peer faculty members). Written notice of the proposed disciplinary action shall be provided to the unit member and the Union, which shall set forth:
 1. the charge against the employee (which includes a brief description of the basis for the charge at issue), and
 2. the proposed penalty.
- b. Within thirty (30) calendar days of service of the written notice of a disciplinary charge, a meeting shall be conducted by the Provost, or their designee, with the employee, who may be accompanied by a representative of the Union, to discuss the basis of the charges and the proposed penalty. If the charge is not dropped or the penalty not modified as a result of this discussion then the Provost shall implement the penalty.
- c. The employee may accept the recommended penalty or within thirty (30) calendar days following the receipt of the final determination of the Provost or designee the Union may

request arbitration of the matter in accordance with Article V. In a case of suspension or discharge, the Union may request expedited arbitration of the matter.

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

Section 3.

The procedure for expedited arbitration is as follows:

- a. Notice of appeal to arbitration shall be filed by the Union with the American Arbitration Association with a copy to the Provost or their designee.
- b. The arbitrator shall hold an arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The arbitrator shall render a decision within five (5) calendar days of the close of the hearing.

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

ARTICLE XIX(a): PREDISCIPLINARY PROCESS

Section 1.

The Parties agree that the University should have open and honest communication with bargaining unit employees regarding potential performance concerns as soon as such concerns are identified. The University will endeavor to raise issues promptly with the bargaining unit employee.

Section 2.

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

Section 3.

When the appropriate department Chair, Dean or academic officer has reasonable grounds to believe a problem exists with a unit member's performance, they can initiate a pre-disciplinary process concerning that unit member's performance.

This process will involve a non-disciplinary meeting between the appropriate department Chair,

Dean and/or academic officer and the unit employee where the potential performance issue will be discussed. The Union must be notified of any such meeting and the employee has a right to have a Union representative present at the meeting.

If the University determines that remedial action should be taken by the unit employee, the Dean and the unit employee, and a Union representative if requested by the unit employee, will meet to formulate an action plan to remedy the issue(s). The action plan shall include demonstrable steps to be taken by the unit employee to remedy the issue(s) and a timeline for completion of any agreed-upon steps or actions. The action plan will be provided to the bargaining unit employee.

Where the unit employee has failed to satisfy the requirements of the action plan, the University may proceed to disciplinary action against the unit employee pursuant to Article XIX. Under no circumstances will the parties' discussions or actions concerning the alleged violation that occurred pursuant to this process be referred to or admitted in support of the disciplinary charges.

Notwithstanding the above, in the event that the pre-disciplinary process does not result in an agreed upon action plan, the University is not precluded from asserting that the pre-disciplinary meeting served as notice to the unit member of the issue(s), and the University may reference the issue(s) addressed in the pre-disciplinary process in subsequent disciplinary charges only for the purpose of establishing that the unit employee had prior notice of the stated issues. The pre-disciplinary process itself cannot otherwise be used in a subsequent disciplinary proceeding.

ARTICLE XX: RETRENCHMENT

Section 1.

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

Section 2.

- a. The parties agree that retrenchment is an extreme measure and not to be utilized to deal with short term issues; therefore, before a retrenchment decision is made, consultation on the proposed retrenchment shall take place between the Provost and the Faculty of the Department, the department Chair and the Dean of any School affected. The Provost shall advise the Union a minimum of forty-five (45) days before the intended retrenchment decision. If the Union requests bargaining within ten (10) days following notice of intent to retrench, there shall be a prompt meeting with the Union to discuss the rationale for and implementation of such retrenchment. At this meeting, the University will provide the Union with the Board of Trustees' reason(s) for intending to retrench; a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, and rank; and a list of open suitable positions in accordance with Section 3 below. The Board of Trustees shall give to the Union all documents used in making the decision to retrench. The Board of Trustees will make a final decision whether or not to retrench only after this bargaining period.

- b. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to the Union. Notices of retrenchment shall be sent by certified mail. The notification date of a retrenchment notice shall be the recorded date of the certified mailing by Adelphi University. Notice of termination for retrenchment shall be mailed no less than thirty (30) days before the effective date of termination, or until the end of the current semester, whichever is greater, or if after Commencement, no later than July 1st. At the University's option, payment of equivalent salary and benefits may be substituted for notice.

Section 3.

- a. In filling vacancies within the bargaining unit, the University shall give first consideration to a retrenched full-time, tenure-track faculty member in considering the qualification of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required. If a dispute occurs over the academic qualifications of a member of faculty intended to be retrenched for an alternate position, the FC RTP shall submit a timely recommendation to the Provost which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above. Faculty who are qualified may be considered for vacant non-teaching positions at the University. Faculty who have obtained new or additional qualifications will be given first consideration for vacant positions while they are on a retrenchment recall list.
- b. Notwithstanding the Grievance-Arbitration provisions of this agreement (Article V), no arbitration brought with respect to the terms of this Article shall address the issue of the validity of the University's reasons for retrenchment, and the Arbitrator's powers in any such arbitration shall be limited to determining whether the procedures for the implementation of retrenchment of this Article were followed. Whether the University properly determined retrenchment on the basis of Section I of this Article and the arbitrator's powers in any such arbitration shall be limited accordingly.
- c. The University shall make every reasonable effort to bring position vacancies to the attention of retrenched faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Qualified retrenched faculty members shall have the right of first refusal for such vacant positions. Copies of the announcement of such open positions shall be forwarded to the Union.
- d. The order of retrenchment for faculty within a school, department, library or program of instruction shall be:
 - 1. Part-time faculty
 - 2. Full-time, non-tenure track faculty. Among this group of faculty, visiting faculty must be retrenched before clinical faculty and teaching faculty.
 - 3. Untenured (tenure track) full-time faculty
 - 4. Tenured faculty

- e. In rare instances, a full-time faculty member may be retrenched in an order other than by seniority when the University justifies (in writing) that they are not best qualified to perform work which is essential to the continuation of their department, library or program, while another faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) is more qualified. If a dispute occurs over the academic qualifications of a member of faculty intended to be retrenched for an alternate position, the FC RTP shall submit a timely recommendation to the Provost which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above.

Section 4.

A tenured faculty member, with less than ten (10) years of continuous service, whose employment is terminated because of retrenchment, shall receive a lump sum severance payment at the time of termination for retrenchment of four (4) weeks' pay for each continuous year of full-time employment at Adelphi. A tenured faculty member with ten (10) years of continuous service but less than twenty (20) years of such service shall receive one-and-one half (1 ½) year's salary. A tenured faculty member with twenty (20) or more years of continuous service shall receive two (2) years' salary. Additionally, a tenured faculty member who is terminated shall be placed on a recall list for three (3) years during which time they shall, by order of seniority, have first rights to any position which becomes available for which they are qualified to hold. During this period, a faculty member may elect to continue their health care coverage under the applicable plan at no cost to the University.

Section 5.

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

ARTICLE XXI: FACULTY PERSONNEL FILE

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

The Official Personnel File shall be available to the committees and individuals responsible for

the review and recommendation of the faculty member with respect to reappointment, promotion or tenure.

ARTICLE XXII: EMERITUS STATUS

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

Criteria for emeritus status shall include:

- a. distinguished service to the University
- b. distinguished teaching
- c. distinguished research, publication or the equivalent (tenured faculty only)

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

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

All other retired full-time faculty who have been employed at Adelphi for at least seven (7) years shall be entitled to all emeritus privileges except use of laboratory, office space and secretarial help, when available. However, all retired tenured faculty shall have access to a single office equipped for retired faculty with computer (e-mail) and telephone access.

ARTICLE XXIII: MISCELLANEOUS

Section 1. Separability

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

In the event that the collective bargaining agreement expires, or a collective bargaining relationship ceases to exist, the parties agree that the Articles, respectively, will remain in full force and effect and will continue to govern the rights and responsibilities of the faculty of Adelphi University and the University, until such time as a new collective bargaining agreement is reached by the parties or the provisions in the above mentioned Articles are amended by majority vote of the full faculty, with the consent of the AAUP bargaining chapter, and approved by the Board of Trustees of the University.

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

Section 2. Physical Environment

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

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

Section 3. Support for Scholarship

- a. Funding shall be provided by the University for a faculty member presenting new material at a conference, or for first year faculty members for purposes of networking to attend a conference, upon approval by the Dean and the Provost. Minimum funding for attending a domestic conference shall be \$1,250, and for international conferences \$1,500.
- b. Requests for funding must be provided as soon as the faculty member is invited to the conference in question, using the request form attached as Appendix D. Faculty members who do not provide advance notice of a conference as promptly as possible may not be eligible for compensation for the particular conference. No more than two (2) faculty members shall be eligible for compensation under this provision for presentation of the same paper at one conference.
- c. A Faculty Development and Travel Fund shall be administered by the Provost in

consultation with the Dean of the relevant school. The Fund shall contain \$75,000, which sum may be increased from time to time as circumstances warrant at the University's sole discretion. Each April, the Provost will review the usage of the Faculty Development and Travel Fund and if there are unused funds remaining, the Provost will solicit applications from faculty members (full-time and part-time) for use of the funds for professional development purposes.

- d. Faculty members shall be reimbursed for fees paid in connection with the publication of articles or other appropriate expenses related directly to scholarship or research, upon approval of their Dean and the Provost. The University will publish criteria regarding approved publication venues. The Provost, or their designee shall determine the criteria, in consultation with the Senate Library Committee and the Library Faculty Academic Affairs' Committee. These criteria will be updated regularly and made available to the University community. Fee reimbursement shall not be denied on account of journal quality provided that the journal meets the published criteria.
- e. Part-time faculty who have received prior approval from their Dean to escort students to a conference shall be reimbursed for reasonable expenses incurred in accordance with University policy on Travel Expenses and Reimbursements.

Section 4. Fringe Benefits Committee

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

Section 5.

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

Section 6. Work-Life Committee

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

The composition of the Committee follows. For the Union: A representative of the AAUP, AAUP President or their designee and, if need be, other individuals to be appointed on an ad hoc basis upon mutual agreement of the parties. For the administration: an Associate Provost or another designee of the Provost, a representative from Human Resources and, if need be, other individuals to be appointed on an ad hoc basis upon mutual agreement of the parties. The composition of the committee may be changed by mutual agreement of the parties.

The Committee will endeavor to meet at least twice each Fall and Spring semester. In addition, the

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

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

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

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

1. Improving clarity and consistency in the implementation of the peer review process.
2. Ways to better support required advising, teaching and scholarship responsibilities.
3. Exploring ways to better support faculty with new families within the “Faculty Leaves” language of Article XVIII and otherwise in this Agreement (e.g., increased administrator training, dissemination information, workshops etc.).
4. Exploring ways to better support the work of pre-tenure faculty (within the basic language and financial architecture of this Agreement).
5. Enhancing the physical environment.

Section 7: Distance Education

- a. The current protocol for internet education for courses involving Wiley shall continue for so long as the University’s contract with Wiley is continued.
- b. Individual members of the faculty seeking to design and/or teach an internet course shall submit a proposal for such course to their Dean. If approved by the Dean, the proposal shall be submitted for approval by the Provost. Additional compensation for course design and teaching credit for such courses shall be submitted as part of the proposal and shall be approved or modified through agreement between the Administration and the individual faculty member.
- c. Faculty members desiring training on on-line course preparation or presentation shall be trained through the FCPE or an external entity that the Provost designates. The Provost or their designee may require or exempt faculty from training activities, subject to the

expertise and experience of individual faculty.

- d. All such courses shall be governed by the University patent and copyright policies unless specified agreed to the contrary, in writing, pursuant to an agreement reached under subparagraph 1 above. In general, joint ownership of materials may occur where the Administration pays for development of a course(s) or instances where the FCPE or other University department develops a creative element or resource for the course under the faculty member's direction.
- e. Faculty who develop fully online courses should have first right of refusal to teach that course as long as they have taught it in the past year. In the event the course is not offered in the following semester or the faculty member is on leave from the University, such right of first refusal shall continue upon the faculty member's return or in the next semester during which the course is offered.
- f. Full-time faculty generally will be given priority to develop and teach online courses. Exceptions to this policy shall include situations where an adjunct faculty member developed the course or has particular expertise. Full-time faculty teaching an on-line course/s may do so as part of their regular workload or as overload.
- g. The AAUP will be notified of all agreements, separate and apart from the University's Intellectual Property policy, relating to online teaching and connected intellectual property rights.
- h. This language shall be reviewed by the parties every eighteen (18) months for the life of the Agreement.
- i. The number of students in an online course shall be determined on the first day of the semester or on the first day of class.
- j. Office hours for online courses shall be held online.

Section 8. Protections for the Exercise of Faculty Governance

- a. Every full-time faculty member must be assigned to a unit which qualifies for Senate representation, where the faculty member has voting rights.
- b. No faculty member may be put forward for an elected position unless such faculty member agreed to accept a nomination (or self-nominated) to be a candidate in the associated election.
- c. Elected faculty positions shall be filled in accordance with the election procedures outlined in the associated body's operating guidelines or provisions. Such procedures shall typically include proper notification of an upcoming election, a nomination period, and secret ballot elections.
- d. To ensure free participation in shared governance, where a secret ballot election is not already required according to a body's operating guidelines or provisions, any faculty vote

must, at the request of any full-time faculty member be conducted by secret ballot. Such request may be made confidentially to the chair of the committee in advance of the meeting.

ARTICLE XXIV: DURATION OF AGREEMENT

The Articles and provisions of this Agreement shall be effective as of September 1, 2023, and continue in full force and effect until August 31, 2028.

IN WITNESS WHEREOF, the foregoing having previously been ratified by both the Board of Trustees of Adelphi University and the Adelphi University Chapter, American Association of University Professors, the parties hereto have executed this Collective Bargaining Agreement on the ____ day of __, 2023.

Dr. Lea Theodore, President

Dr. Christine M. Riordan, President

APPENDIX A

Plan	Plan 1: HMO		Plan 2: PPO		Plan 3: HDHP	
Insurance Provider	Emblem		Cigna		Cigna	
Network Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductibles/Out-of-Pocket						
Deductibles (Individual / Family)	No Deductible	Emergency care only	\$750/\$1,500	\$1,500/\$3,000	\$1,500/\$3,000	\$3,000/\$6,000
Maximum Out-of-Pocket	\$6,600 / \$13,200		\$3,000/\$6,000	\$6,000/\$12,000	\$3,000 / \$6,000	\$6,000/\$12,000
Account funding	No Account		No Account / HRA Accounts Grandfathered for 2023		\$875/\$1,750	
Medical						
PCP Office Visit	\$10	Emergency care only	\$30	40% after deductible	20% after deductible	40% after deductible
Specialist Visit	\$20		\$50	40% after deductible	20% after deductible	40% after deductible
Mental Health	\$10		\$30	40% after deductible	20% after deductible	40% after deductible
Inpatient Hospital Stay	\$100		20% after deductible	40% after deductible	20% after deductible	40% after deductible
Outpatient Surgery	\$100		20% after deductible	40% after deductible	20% after deductible	40% after deductible
Emergency Room	\$75		\$250	\$250	20% after deductible	20% after deductible
Urgent Care	\$10		\$40	\$40	20% after deductible	20% after deductible
Diagnostic Testing	No Charge		20% after deductible	40% after deductible	20% after deductible	40% after deductible
Prescription Drugs						
Retail	\$10/\$25/\$50	Not applicable	\$10/\$30/\$50	Not applicable	20% after deductible	Not applicable
Mail	\$15/\$37.50/\$75		\$20/\$60/\$100		20% after deductible	

APPENDIX A-1

Wrap Plan 2023

Deductibles/Out of Pocket	
Deductibles (Individual/Family)	\$500/\$1,000
Maximum Out of Pocket	\$2,350 per person
Account Funding	No Account/HRA Accounts Grandfathered for 2023
Medical	
PCP Co-Pay	80% covered
Specialist Co-Pay	80% covered
Inpatient Hospital Stay	80% covered
Outpatient Hospital Stay	80% covered
Emergency Room	80% covered
Urgent Care	80% covered
Prescription Drugs	
Retail Copays	80% covered
Mail Order Copays	80% covered

APPENDIX A-2

Monthly Rates ^{1,2}	2023 Full Premium	2023 University Contribution	2023 University Contribution (%)	2023 Employee Contribution
HMO				
Employee Only	\$1,391	\$1,043	75.0%	\$348
Employee + 1	\$2,540	\$1,854	73.0%	\$686
Family	\$4,044	\$3,154	78.0%	\$890
PPO				
Employee Only	\$1,519	\$1,048	69.0%	\$471
Employee + 1	\$3,151	\$2,080	66.0%	\$1,071
Family	\$4,201	\$2,941	70.0%	\$1,260
HDHP				
Employee Only	\$1,327	\$1,035	78.0%	\$292
Employee + 1	\$2,754	\$2,065	75.0%	\$688
Family	\$3,672	\$2,937	80.0%	\$734
Wrap				
Employee Only	\$3,599	\$2,160	60.0%	\$1,440
Family	\$7,918	\$4,751	60.0%	\$3,167

1. Numbers may not add due to rounding
2. 2023 rates are estimated to increase 6.9% in the self-insured plan and 9.1% in the fully-insured HMO

APPENDIX B

FACULTY PROFILE FORM

Name _____ Department _____

Home
Address _____

Telephone Number _____ Faculty Rank _____

Tenure Status _____ Highest Degree Earned _____

COURSES TAUGHT

Please indicate course title.

FALL 20 _

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

SPRING 20 _

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

PUBLICATIONS:

Please list all publications or append a current vita.

UNPUBLISHED RESEARCH:

RESEARCH / WORKS IN PROGRESS:

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

GRANTS:

AWARDS:

UNIVERSITY SERVICE:

PROFESSIONAL PLANS FOR 20 - - ACADEMIC YEAR SUCH AS PAPER

IN PROGRESS, EXPECTED PRESENTATIONS, GRANTS, ETC.

Faculty Signature

Date

APPENDIX C

GENERAL FACULTY OBLIGATION FORM

Dear Faculty Member:

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

Thank you for your cooperation.

Name: _____ Department: _____

Campus Address & phone number: _____

Home Address & phone number: _____

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

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

APPENDIX D

Approval Form: Travel Funds Requested for Conference Attendance

Name: _____ Date: _____

Name & Dates of Conference: _____

Location: _____

Cost: Registration Fees _____

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

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

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

When does early bird registration end (date)? _____

Are you a member for reduced fees? _____

Reason for Attendance:

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

Was this presentation, invited _____ peer reviewed _____

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

When: _____ Where: _____

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

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

Dean's Signature of Approval:

APPENDIX E

***Benchmarks for Teaching Effectiveness** posits that effective teaching involves the alignment of course goals and instructional practices, the creation of motivating and inclusive learning climates, and consistent attention to and reflection on student learning and feedback.*

Dimension of Teaching	Developing	Proficient	Expert
Goals, content, and alignment <i>What are students expected to learn? Are course goals appropriate? Is content aligned with the curriculum? Does content represent diverse perspectives?</i>	Course goals are not articulated, or are unclear, inappropriate or marginally related to curriculum Content and materials are outdated or unsuitable for students in the course Range of topics is too narrow or too broad Content is not clearly aligned with curriculum or institutional expectations Content does not reflect diverse perspectives	Course goals are articulated and appropriate for curriculum Content is current and appropriate for topic, students, and curriculum Course topics have appropriate range Standard, intellectually sound materials Course materials reflect diverse perspectives	Course goals are well-articulated, high quality, relevant to all students, and clearly connected to program or curricular goals Content is challenging and innovative or related to current issues and developments in field Topics are well-integrated and of appropriate range and depth High-quality materials, well-aligned with course goals Course materials reflect diverse perspectives and promote critical reflection on these diverse perspectives
Teaching practices <i>How is in-class and out-of-class time used? What assignments, assessments, and learning activities are implemented to help students learn? Are students engaged in the learning process?</i>	Courses are not sufficiently planned or organized Practices are not well-executed and show little development over time Students lack opportunities to practice critical skills embedded in course goals Student engagement is generally low Assessments and assignments are at inappropriate difficulty level or not well-aligned with course goals	Courses are well-planned and organized Standard course practices; follows conventions of discipline and institution Students have some opportunities to practice skills embedded in course goals Students are consistently engaged Assessments/assignments are appropriately challenging and tied to course goals	Courses are well-planned and integrated, and reflect commitment to providing meaningful assignments and assessments Uses inclusive and effective or innovative methods to support learning in all students In- and out-of-class activities provide opportunities for practice and feedback on important skills and concepts Students show high levels of engagement Assessments and assignments are varied and allow students to demonstrate knowledge through multiple modalities
Class climate <i>What sort of climate for learning does the instructor create? What are students' views of their learning experience and how has this informed teaching?</i>	Class climate does not promote respect or sense of belonging among all students Class climate discourages student motivation or self-efficacy Consistently negative student reports of teacher accessibility or interaction skills Little attempt to address concerns voiced by students	Class climate is inclusive and promotes respect Class climate encourages student motivation No consistently negative student ratings of teacher accessibility or interaction skills Instructor articulates some lessons learned through student feedback	Class climate is respectful, open, and inclusive; promotes both student-student and student-teacher dialogue. Climate fosters motivation, self-efficacy, ownership of learning Instructor models inclusive language and behavior Student feedback on teacher accessibility and interaction is generally positive Instructor seeks and is responsive to student feedback
Achievement of learning outcomes <i>What impact do courses have on learners? What is the evidence of student learning? Are there efforts to make achievement equitable?</i>	Insufficient attention to student understanding; quality of learning is not described or analyzed with clear standards Evidence of inadequate learning or inequities in learning without clear attempts to improve Quality of learning is insufficient to support success in other contexts	Standards for evaluating the quality of student understanding are clear Student learning meets dept. expectations Some use of evidence of student learning to inform teaching Quality of learning is not a barrier to success in other contexts	Standards for evaluating understanding are clear and connected to program, curriculum, or professional expectations Consistently attends to student learning, uses it to inform teaching Quality of learning supports success in other contexts (e.g., subsequent courses or relevant non-classroom venues) Efforts to support learning in all students by examining possible inequities in performance across groups and making adjustments

APPENDIX E

Reflection and iterative growth <i>How has the instructor's teaching changed over time?</i> <i>How has this been informed by student learning evidence?</i>	Little or no indication of having reflected upon or learned from prior teaching, evidence of student learning, or peer or student feedback Little or no indication of efforts to develop as a teacher despite evidence of need	Continued competent teaching, possibly with minor reflection based on input from peers and/or students Articulates some lessons learned or changes informed by prior teaching, student learning, or feedback	Regularly adjusts teaching based on reflection on student learning, within or across semesters Examines student performance following adjustments Reports improved student achievement of learning goals and/or improved equity in outcomes based on past course modifications
Mentoring & advising <i>How effectively has the instructor worked individually with UG or grad students?</i>	No indication of effective advising or mentoring (but expected in department)	Some evidence of effective advising and mentoring (<i>define as appropriate for discipline</i>)	Evidence of exceptional quality and time commitment to advising and mentoring (<i>define as appropriate for discipline</i>)
Involvement in teaching service, scholarship, or community <i>How has the instructor contributed to the broader teaching community, both on and off campus?</i>	Little or no evidence of positive contributions to teaching and learning culture in department or institution Little or no interaction with teaching community Practices and results of teaching are not shared with others	Some positive contributions to teaching and learning culture in department or institution Some engagement with peers on teaching Has shared teaching practices or results with others (e.g., presentation, workshop, essay)	Consistently positive contributions to teaching and learning culture in department or institution (e.g., curriculum committees, program assessment, co-curricular activities) Regular engagement with peers on teaching (e.g., teaching-related presentations or workshops, peer reviews of teaching) Presentations or publications to share practices or results of teaching with multiple audiences Scholarly publications or grant applications related to teaching

Adapted from University of Kansas *Benchmarks for Teaching Effectiveness*, revised Oct. 2020

SIDE LETTER NO. 1

August 22, 2023

Dr. Lea Theodore, President
Katy Hansen, Esq.
Adelphi Chapter, AAUP

Re: General Studies Redesign and Transition Plan Agreement

Dear Lea and Katy:

The parties acknowledge the General Studies (GS) Learning Community Redesign and Transition Plan dated November 30, 2022, entered into on December 6, 2022, and attached hereto as Exhibit A.

If the currently appointed faculty in General Studies are assigned to other units, they will not be considered in the computation of the ratios set forth in Article IX, Section 2 of the CBA.

Very truly yours,

Sandi F. Dubin

SIDE LETTER NO. 2

August 22, 2023

Dr. Lea Theodore, President
Katy Hansen, Esq.
Adelphi Chapter, AAUP

Re: Article IX

Dear Lea and Katy:

The parties are open to exploring the establishment of an expedited review process for Clinical and Teaching faculty at the rank of Associate and higher, and shall discuss the appropriate parties to participate in these discussions.

Very truly yours,

Sandi F. Dubin

SIDE LETTER NO. 3

August 22, 2023

Dr. Lea Theodore, President
Katy Hansen, Esq.
Adelphi Chapter, AAUP

Re: UPRC Guidelines

Dear Lea and Katy:

The parties agree in the first year of this Agreement to jointly review all current UPRC guidelines and determine if any update revision requests should be issued. Such updates are to be completed no later than the conclusion of the Spring 2025 semester, or at another date to be determined by the parties.

Very truly yours,

Sandi F. Dubin

SIDE LETTER NO. 4

December 22, 2023

Dr. Lea Theodore, President
Katy Hansen, Esq.
Adelphi Chapter, AAUP

Re: High Deductible Health Plan

Dear Lea and Katy,

The parties acknowledge that the IRS increased the minimum annual deductible required to maintain a high-deductible health plan (HDHP) from \$1500 (individual)/\$3000 (family/employee+1) to \$1600/\$3200 for the 2024 calendar year. In order to maintain a HDHP, the annual deductible must meet the IRS minimum in effect for that benefit year, and as such the HDHP plan for 2024 reflects the legally-required minimum annual deductible of \$1600 (individual)/\$3200 (family/employee+1).

Given the required change to the HDHP annual deductible set forth in Appendix A, the parties have agreed that for the 2024 benefit year, the University will provide an annual premium rebate to those who enrolled in the HDHP for 2024 in the amount of \$20.51 for individual coverage and \$87.38 for employee +1 and family coverage. This annual rebate would take the form of reduced deductions from each paycheck equally throughout the year, over 23 pay periods.

The parties further agree that in the event the IRS minimum annual deductible required for the HDHP increases again during the term of the Collective Bargaining Agreement, the University will use the same methodology employed for the 2024 premium rebate to determine the applicable premium rebate.

Very truly yours,

Sandi F. Dubin