

DELAWARE VALLEY UNIVERSITY
AND
DELAWARE VALLEY UNIVERSITY AAUP

COLLECTIVE BARGAINING AGREEMENT

**Beginning the first day of the Fall 2017 Semester and ending the day before the
beginning of the Fall 2020 Semester**

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ARTICLE 1 – AGREEMENT

This is an Agreement between Delaware Valley University and the Delaware Valley University Chapter of the American Association of University Professors (Chapter or AAUP).

ARTICLE 2 -PURPOSE

The Chapter has been certified to represent for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status), special faculty appointments made by the Vice President for Academic Affairs/Dean of the Faculty and all other faculty of the University as identified in the NLRB Certification in case no. 4-RC-18432 issued November 2, 1994.

The Chapter and the University, desiring to co-operate each with the other in mutual respect and harmony for the purpose of promoting collegial relationships between the faculty and the University, to foster continuous improvement in the quality of all aspects of education and maintenance of high standards of excellence and to aide in fulfillment of the University's stated mission, have agreed to the provisions of this Agreement in consideration of the following:

1. The University exists for the common good of its constituencies and to fulfill an important educational and societal mission, particularly for the students of the University and the society they will be more qualified to interact with upon graduation.
2. That this mission is best accomplished by creating and maintaining an intellectual environment fully supported by both the University and the Chapter, with a spirit of co-operation in order that the parties may carry out the purpose of this Agreement.
3. The parties recognize that constant communication of an open and honest nature between the University and the Chapter is desired as a critical component in achieving the goals and objectives of the Agreement.
4. The parties agree that each shall strive to preserve the principles of dignity, respect and consideration for the values of work, life and family during the execution of this Agreement.
5. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational environment at the University and assert their intention to abide by the terms of the Agreement.

ARTICLE 3—RECOGNITION

The University recognizes the Chapter as the exclusive collective bargaining representative of full time faculty members with faculty rank, including to the fullest extent permitted by law, Department Chairpersons/Directors, Librarians, and special faculty appointments made by the Vice President for Academic Affairs/Dean of the Faculty, but excluding all adjunct faculty members, all supervisory employees and all other employees of the University.

ARTICLE 4 -NON-DISCRIMINATION

The parties shall not discriminate against any bargaining unit member on the basis of gender, sexual orientation, marital status, race, color, age, national origin, religion, disability, union affiliation or lack thereof, status as a veteran, or any basis protected by law.

ARTICLE 5 - MANAGEMENT OF THE UNIVERSITY

The traditional prerogatives of management remain vested in management except as expressly modified by this Agreement.

ARTICLE 6 – CHAPTER RIGHTS

6.1 Membership

Each bargaining unit member, beginning thirty-one (31) days following commencement of employment or the execution date of this Agreement, whichever is later, shall be required to contribute agency fees to the Chapter. Faculty members who serve in full-time administrative positions shall not be required to be members or pay agency fees.

6.2 Agency Fees Check-off

Each bargaining unit member shall authorize check-off in writing, the University will deduct from the salary of such members the agency fees required to be paid by such members of the bargaining unit upon the condition that the Chapter furnish the University, in due and proper form in conformity with the provision of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the members of the bargaining unit permitting such deductions. Such deductions will be made from the salary check due each such member of the bargaining unit from each periodic paycheck, and the University shall remit same to the Chapter no later than the fifteenth (15) day of the following month.

6.3 Membership List

The University shall provide the Chapter President with a complete list of full-time members of the bargaining unit by September 1, for the Fall semester and by February 1, for the Spring semester of each year. The information provided shall include (1) the bargaining unit member name, (2) rank, (3) primary academic unit, (4) salary, (5) mailing address, (6) date of commencement of employment, (7) fees check-off status. The University shall provide the Chapter with other information upon written request, as provided by law.

6.4 Indemnity of the University

The Chapter indemnifies the University, its officers, employees and agents and holds them harmless from any and all legal claims or judgments asserted against them in any way resulting from claims related to this article.

ARTICLE 7 - CHAPTER PRIVILEGES

7.1 Meeting Facilities

The Chapter is permitted use of appropriate facilities at the University for its meetings, in accordance with the University's policy regarding use of facilities. The Chapter shall comply with the rules and regulations relating to the use of such facilities applicable to all members of the University community.

7.2 Bulletin Boards

The Chapter is entitled to post notices of its activities and matters in faculty office areas.

7.3 Use of University Mail Facilities

The Chapter is entitled to use the University mail system for the internal distribution of authorized Chapter communications. The Chapter shall pay regular charges for external distribution.

7.4 Use of E-Mail and Internet Facilities

The Chapter is entitled to use the University electronic mail (E-mail) and Internet access for Chapter business. The Chapter's use of these facilities shall conform to University policy as outlined in the Email, and Internet Use Policy and Acceptable Use Policy.

7.5 Use of Other University Services

The Chapter shall be entitled to the privilege of contracting for University services under the same terms and conditions for all other campus organizations.

ARTICLE 8 - NO STRIKE OR LOCKOUTS

The Chapter and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of University programs. The Chapter, therefore, agrees that neither it nor any of its officers, agents, faculty, or members will instigate, engage in, support or condone any strike, disruption of contractual obligations, or other concerted refusal to perform contractual obligations by any faculty in the bargaining unit during the term of this Agreement. Any violation of the foregoing may be made subject to a disciplinary action including discharge, and this provision shall not be by way of limitation to any other remedy under law. The University agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 9 --SEARCH PROCEDURE FOR VICE PRESIDENT FOR ACADEMIC AFFAIRS/DEAN OF THE FACULTY OR ACADEMIC DEANS

9.1 Vice President for Academic Affairs/Dean of the Faculty

The President of the University appoints the Vice President for Academic Affairs/Dean of the Faculty. The President will appoint a chair and convene a Search Committee. There shall be a meaningful faculty presence on the Committee. The faculty will elect, at an all faculty meeting, all faculty members who will serve on the search committee. The search committee shall be comprised of a total of four faculty members with one faculty member elected from each of the three schools at an all faculty meeting. One additional faculty member will be selected by the President. The voting shall be conducted in such a manner that each school shall cast votes for its own faculty search committee members.

The search committee will provide the President a list of no less than three and no more than five unranked candidates to select for appointment to the position. However, the President retains the right to reconvene the search process including that the Search Committee provides additional names for consideration from the original pool and shall provide his/her reasons in writing to the Search Committee for doing so. In the event that the Search Committee cannot identify additional candidates from the pool, they will present their reasons in writing.

9.2 Academic Deans

The Academic Deans are appointed by the Vice President for Academic Affairs/Dean of the Faculty upon approval by the President. The Vice President for Academic Affairs/Dean of the Faculty will appoint the chair and convene a Search Committee that shall include four (4) faculty members on the committee. The faculty will elect, at an all faculty meeting, two (2) faculty members from the school from which the Dean shall preside and one (1) faculty member at large selected by the faculty. One additional faculty member will be selected by the President. The voting shall be conducted in such a manner that each school shall cast votes for its own faculty search committee members.

The search committee will provide the Vice President for Academic Affairs/Dean of the Faculty a list of no less than three and no more than five unranked candidates to select for appointment to the position however, the Vice President for Academic Affairs/Dean of the Faculty retains the right to reconvene the search process and shall provide his/her reasons in writing to the Search Committee for doing so.

ARTICLE 10 - DEPARTMENT CHAIRPERSONS/DIRECTORS OR OTHER ACADEMIC POSITIONS WITH SIGNIFICANT FACULTY INTERACTION

10.1 Internal Identification of Appointed Chairperson/Director

When an Academic Department Chair or Director Position is to be filled, the Vice President for Academic Affairs/Dean of the Faculty will meet with the Department and Academic Dean for discussion and input with regard to the needs, future directions of the Department, and potential internal candidates for the position. In the instance of appointment of an internal candidate, after the aforementioned informal discussions have taken place, the Vice President for Academic Affairs/Dean of the Faculty will identify and appoint the individual. The Department will not vote on the selection or choice of appointees.

10.2 Internal Identification of Appointed Academic Position with Significant Faculty Interaction

The Vice President for Academic Affairs/Dean of the Faculty will appoint the chair and determine the number of members of the committee that will include faculty representation. The faculty will elect at an all-faculty meeting all faculty members who will serve on the search committee.

10.3 External Search Process

In the event that an Academic Department Chair/Director or other (10.2) position is to be filled by an individual who is not a full-time faculty of the College, the following search process will apply:

10.3.1 Process Initiation

When the position of the Department Chairperson/Director becomes vacant, the Area appropriate Academic Dean and Vice President for Academic Affairs/Dean of the Faculty, in consultation with the Department will develop a job description.

10.3.2 Search Committee

The Vice President for Academic Affairs/Dean of the Faculty shall appoint a Search Committee to carry out the search process. The Search Committee shall be made up of a Committee Chairperson who shall be appointed by the Vice President for Academic Affairs/Dean of the Faculty, two other Committee members chosen by the Vice President for Academic Affairs/Dean of the Faculty (one of whom must currently be serving as a Chairperson/Director for another academic department), and two (2) members selected by the Department.

10.3.3 The Committee's tasks shall include:

Writing the advertisement with the Human Resource Department. The required minimal credentials, area of expertise, and job responsibilities should be identified from the formal request which was submitted to the Vice President for Academic Affairs/Dean of Faculty.

- Screening the pool of applicants based upon the criteria set by the Search Committee
- The interview process will consist of the following steps:
 1. Identify the pool for non-campus interviews.
 2. Upon completion of the non-campus interviews, identify the candidates for phone reference checks. The Chair will delegate as appropriate the telephone reference checks for identified candidates.

3. The final interview process should include a review of each individual's curriculum vita, interviews with appropriate College personnel, and observations from a teaching or other appropriate type of presentation. It is expected that the Vice President for Academic Affairs/Dean of Faculty and appropriate Academic Dean shall meet with each interviewed candidate.
- Making a recommendation to the Vice President for Academic Affairs/Dean of the Faculty: The recommendation shall include a ranking of up to the first, second and third choices of the Committee.

10.3.4 The Academic Dean's office shall:

- Fund the process
- Administer collecting and making available the curriculum vitas to the committee members
- Schedule the non-campus interviews
- Schedule and coordinate the on-campus interviews for identified candidates.

10.4 The Vice President for Academic Affairs/Dean of the Faculty Shall Review the Recommendation

If the Vice President for Academic Affairs/Dean of the Faculty disagrees with the Search Committee's recommendation (including selection and/or ranking), the Vice President for Academic Affairs/Dean of Faculty shall provide substantive reasons in writing for all areas of disagreement. If a suitable candidate cannot be identified, the Vice President for Academic Affairs may request that the Search Committee provide additional names for consideration from the original pool. In the event that the Search Committee cannot identify additional candidates from the original pool, they will present their reasons in writing. The Vice President for Academic Affairs/Dean of Faculty will reconvene the search process. The Vice President for Academic Affairs/Dean of Faculty may not choose a candidate who was not presented by the Search Committee as one of the possible choices listed in the recommendation. The Chapter may grieve the question as to whether or not the Vice President for Academic Affairs/Dean of Faculty's reasons are substantive.

ARTICLE 11 - FACULTY APPOINTMENTS

11.1 Needs Assessment

A careful and judicious needs assessment by the Department in collaboration with the Vice President for Academic Affairs/Dean of the Faculty and appropriate Academic Dean will be conducted prior to formally requesting the creation of a new position and/or replacing a vacancy. If the need for a position or the filling of a vacancy is justified, the following procedures will apply.

11.2 Formal Request

The Department Chairperson/Director will submit a written request for a new position or to fill a vacancy to the Vice President for Academic Affairs/Dean of the Faculty and appropriate Academic Dean. The request shall include, at a minimum, a justification for the position, a statement of how the position will meet the future needs of the Department and the University, a job description, the minimal eligibility credentials and desired expertise for the position, and the proposed salary range. Any request to fill a vacated tenure track position shall be filled with an individual on a tenure track. When a faculty vacancy occurs, then the search will be conducted as outlined in 11.3 Search Committee.

11.3 Search Committee

Upon approval, a Search committee shall be impaneled to carry out the search process. The Search Committee will be chaired by the Department Chair of the requesting Department who shall have a vote in the selection process. If the Department Chair elects not to serve as the Committee Chair, then the Department Chair in consultation with the appropriate Dean will designate a Committee Chair. The Search Committee shall be comprised of:

- 2 members, outside of the Department, selected by the appropriate Academic Dean and approved by the Vice President for Academic Affairs.
- 2 members selected by the requesting department

11.3.1 The Committee's tasks shall include:

- Writing the advertisement with the Human Resource Department. The required minimal credentials, area of expertise, and job responsibilities should be identified from the formal request that was submitted to the Vice President for Academic Affairs/Dean of the Faculty.

- Screening the pool of applicants based upon the criteria set by the Search Committee
- The interview process will consist of the following steps:
 1. Identify the pool for non-campus interviews.
 2. Upon completion of the non-campus interviews, identify the candidates for phone reference checks. The Chair will delegate as appropriate the telephone reference checks for identified candidates.
 3. The final interview process should include a review of each individual's curriculum vita, interviews with appropriate College personnel, and observations from a teaching or other appropriate type of presentation. It is expected that the Vice President for Academic Affairs/Dean of Faculty and appropriate Academic Dean shall meet with each interviewed candidate.
- Making a recommendation to the Vice President for Academic Affairs/Dean of the Faculty. The recommendation shall include a ranking of up to the first, second and third choices of the Committee.

11.3.2 The Academic Dean shall:

- Fund the process
- Administer collecting and making available the curriculum vitas to the committee members
- Schedule the non-campus interviews
- Schedule and coordinate the on-campus interviews for identified candidates.

11.4 The Vice President for Academic Affairs/Dean of the Faculty shall review the recommendation

If the Vice President for Academic Affairs/Dean of the Faculty disagrees with the Search Committee's recommendation (including selection and/or ranking), the Vice President for Academic Affairs/Dean of the Faculty shall provide substantive reasons in writing for all areas of disagreement. If a suitable candidate cannot be identified, the Vice President for Academic Affairs may request that the Search Committee provide additional names for consideration from the original pool. In the event that the Search Committee cannot identify additional candidates from the pool, they will present their reasons in writing. The Vice President for Academic Affairs/Dean of the Faculty will reconvene the search process. The Vice President for Academic Affairs/Dean of the Faculty may not choose a candidate who was not presented by the Search Committee as one of the possible choices listed in the recommendation. The Chapter may grieve the question as to whether or not the Vice President for Academic Affairs/Dean of the Faculty's reasons are substantive.

11.5. The Vice President for Academic Affairs/Dean of the Faculty or designee shall make an offer to the appropriate candidate

11.5.1 The written contract will include rank, salary, tenure status, and conditions, if any

If the offer is not accepted, as described above, the Vice President for Academic Affairs/Dean of the Faculty will make an offer to the next suitable candidate until the position is filled or until a new search must be convened. The Vice President for Academic Affairs/Dean of the Faculty will notify the Search Committee when a candidate accepts an offer.

ARTICLE 12- ACADEMIC RANK AND TITLES

12.1 Introduction

Each member of the faculty, as defined in Article 3, holds the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor. Librarians and other special appointees hold these ranks as non-tenure track. To qualify for the following ranks, the candidate shall meet the following minimum criteria.

12.2 Lecturer

The rank of lecturer is a non-tenure track position with a minimum of a Bachelor's degree in appropriate content area and is renewable on a semester or annual basis depending on enrollment and anticipated needs. In the event the need for a Lecturer is for two (2) semesters or less, the decision shall be made by the Vice President for Academic Affairs/Dean of the Faculty in consultation with the appropriate Academic Dean and the affected departments.

If the position of Lecturer is expected to exceed two (2) semesters or a previous short term Lecturer assignment will extend beyond the original two (2) semesters, the position will be addressed through Article 11, Faculty Appointments.

12.3 Instructor

Individuals must possess at least the following credentials:

- (1) A master's degree or appropriate professional credentials, in appropriate content area

12.4 Assistant Professor

This is generally the entry-level rank for tenure-track faculty appointments. Individuals must possess at least the following credentials:

- (1) Possession of a doctorate from a regionally accredited institution, or terminal professional degree, or other experience judged to be of equal value. A.B.D.'s may be hired with the understanding that work towards the doctorate degree must be completed within a period, not to exceed six (6) months; or
- (2a) A master's degree; and
- (2b) At least four (4) years of full-time University teaching experience at an accredited four-year College/University or other experience judged to be of equal value; and
- (2c) Possession of unusual experience of significant value in the field. Only demonstrated outstanding scholarship, excellence in teaching and dedicated service over a period of years will justify the awarding of this rank to those without a doctorate, or terminal professional degree. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure.

12.5 Associate Professor

The rank of Associate Professor is normally awarded for recognition of superior teaching, scholarship and service at Delaware Valley University, culminating in the simultaneous award of tenure, or in recognition of prior distinguished service in higher education or other relevant areas of expertise prior to employment at the University. Individuals must possess at least the following credentials:

- (1) Possession of a doctorate from a regionally accredited institution, or terminal professional degree in the field of one's principal teaching activity, or area of priority to the University. Only distinguished scholarship, excellence in teaching and dedicated service over a period of years, in the rank of assistant professor, with demonstrated potential for continued personal and professional accomplishment, will justify the awarding of this rank. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure; and
- (2) Six (6) years of full-time teaching experience at an accredited four-year College/University, or other experience judged to be of equal value.

12.6 Professor

The rank of Professor is reserved only for those who have demonstrated superior leadership in the intellectual and institutional development of Delaware Valley University. Entry-level appointments to this rank will be made only under exceptional conditions, where it is determined that the individual can make a unique and significant contribution to the University. Individuals must possess at least the following credentials:

- (1) Possession of a doctorate from a regionally accredited institution. Sustained demonstrated and distinguished scholarship, excellence in teaching and dedicated community/professional service over an extended period of years, in the rank of associate professor will justify the awarding of this rank. These considerations will be in addition to the criteria set forth in this Agreement for promotion and tenure and
- (2) Eight (8) years of full-time experience at an accredited four-year College/University or other experience judged to be of equal value.

12.7 Visiting Faculty Member

The visiting faculty member holds a temporary non-tenure position with no formal requirements which is renewable on a semester or annual basis depending on that individual's recognized contributions to the field and Delaware Valley University. The decision shall be made by the Vice President for Academic Affairs/Dean of the Faculty in consultation with the appropriate Academic Dean and the affected departments. At large visiting faculty appointments shall be made by the Vice President for Academic Affairs/Dean of the Faculty in consultation with the President. The use of visiting faculty in Delaware Valley University courses shall follow the University's policy regarding adjunct faculty.

12.8 Exemption for identified Chapter members

Those full-time (tenured and non-tenured) Chapter faculty members who were hired prior to the 1995-96 academic year, will be held to the following minimal eligibility criteria for rank:

12.8.1 Instructor

- (1) A master's degree; and
- (2) At least one (1) year of full-time University level teaching experience or its equivalent.

12.8.2 Assistant Professor

- (1) A master's degree; and

- (2) At least four (4) years of full-time University level teaching experience or its equivalent.

12.8.3 Associate Professor

- (1) An earned doctoral degree or a master's degree with additional academic work toward the doctorate; and
- (2) At least six (6) years of full-time University level teaching experience.

12.8.4 Professor

- (1) An earned doctorate degree; and
- (2) At least eight (8) years of full-time teaching experience in collegiate instruction.

12.9 Additional criteria for exempt (as identified in 12.8) Chapter members

Exceptions to these guidelines will be considered only in the case of demonstrated exceptional value or service to the University. It is expected that such consideration will be given only to an outstanding and highly deserving individual.

ARTICLE 13 --CONTRACTS

13.1 Types of contracts

Contracts for individual faculty members are issued on an academic year basis. Faculty members are required to be available for University duties during the entire period of their contract as detailed in the description of workload. Contracts issued for a period of less than one (1) academic year will not be considered as annual contracts for purposes of renewal or non-renewal.

13.2 Distribution of contracts

Each faculty member's contract shall include confirmation of both salary and rank for the coming academic year. The annual letter of renewal will indicate the probationary status of the upcoming year for tenure-track faculty. Contracts shall be distributed annually by April 1. The contract must be accepted in writing by the faculty member no later than ten (10) working days after mailing of the contract. In the event that a new Collective Bargaining Agreement has not been ratified, a letter of renewal will be issued by the Vice President for Academic Affairs by April 1. Once a new Collective Bargaining Agreement has been ratified, salary information will be forwarded to the bargaining unit members within ten (10) working days.

13.3 Multiple Year contracts for non-tenure track faculty

Faculty members hired on the non-tenure track shall be offered three-year contracts after six years of continuous service subject to Article 17, (Evaluation) as applicable. The faculty member will undergo a portfolio review each fall of the third year to determine if a subsequent contract will be offered.

13.4 Non-tenure track faculty

Faculty who have completed six or more years of service and received satisfactory evaluations are eligible for three-year contracts. -An evaluation portfolio documenting teaching effectiveness, advising, service and scholarly activity as applicable must be submitted for review no later than March 1. The review process will involve the Chairperson, Dean and the VPAA.

ARTICLE 14 - ACADEMIC FREEDOM AND RESPONSIBILITY

The University and the Chapter endorse the following statement on academic freedom:

- The faculty is entitled to full freedom in research and in the publication of the results, subject to the performance of their other academic duties, but research for pecuniary return shall be based upon an agreement with the University and in accordance with University policy.
- The faculty is entitled to freedom in discussing their subject and delivering their coursework but they will not introduce into their teaching, matters which have no relation to their subject. Limitations of academic freedom because of religious or other policies of the University should be clearly stated in writing prior to the time of the appointment.
- Faculty members are citizens and members of a learned profession. When they speak or write as citizens, they are free from University censorship or discipline, but their special position in the community imposes special obligations. As scholars, they should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the University and the opinions of others. When faculty speak publicly as "citizens," they shall indicate that they are not speaking for the University.
- Substantiated and documented abuses of academic freedom will result in a notation being placed in the faculty member's personnel file and may be subject to disciplinary action.

ARTICLE 15 - WORKLOAD

15.1 Introduction

Faculty workload is based upon the need to provide instruction, guidance and other assistance to students and also recognizes the need to contribute in a meaningful fashion to the University community as a whole. The faculty is responsible for the quality and effectiveness of the classroom educational program and are under the direct supervision of their respective Department Chairpersons/Directors. Faculty will fulfill their obligations during the instructional weeks of the Fall and Spring Semesters which shall include the week of registration and finals, but not to include the week of Spring Break.

15.2 Availability Teaching Load

The normal work load for full-time faculty teaching load is 12 contact hours per semester. Department Chairs/Directors will assign the teaching loads with justification. Teaching assignments require the approval of the Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean. When the Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean do not approve of the assignments, the changes and justification will be submitted to the respective Department Chair/Director in writing. Decision of the appropriate Academic Dean and the Vice President for Academic Affairs/Dean of the Faculty is final. Disputes between a Department Chair/Director and a faculty member with regard to teaching assignments shall be resolved by the appropriate Academic Dean, whose decision is final. Where a faculty member's teaching load is significantly and consistently under the standard and where the University does not expect to have sufficient, minimum contact teaching hours for assignment to the faculty member in the future, the University may initiate the retrenchment process.

15.3 Teaching Schedule

Academic contact hours cover classroom and/or laboratory teaching assignments and will be assigned within the academic day, Monday through Friday, which begins at 8:00 a.m. and ends at 4:20 p.m. Exception to the teaching schedule will be by mutual consent. In cases where departments choose to offer approved courses outside of the 8:00 a.m. - 4:20 p.m. workday, in order to insure the viability of those courses, it is understood that department members will cover those courses within their normal teaching load. These assignments will not be considered overload unless they exceed the agreed upon teaching load for that faculty member.

15.4 Additional Course Considerations

Honors courses and student research will be given credits as one contact hour per semester. Extracurricular activities such as club and organization advising shall not be considered as part of the contractual teaching load.

15.5 Full-time status is also extended to:

15.5.1 Department Chairpersons/Directors shall normally teach six (6) contact hours each semester. Department Chairpersons/Directors with three (3) or fewer full-time faculty and fifty (50) or fewer full-time majors will teach nine (9) contact hours each semester. Department Chairpersons/Directors with ten (10) or more full-time

faculty or more than one-hundred fifty (150) full-time majors will teach three (3) contact hours each semester. Exceptions shall require approval of the Vice President for Academic Affairs/Dean of the Faculty.

15.5.2 Faculty members who have reached an agreement with the Department Chairperson/Director, appropriate Academic Dean, and Vice President for Academic Affairs/Dean of the Faculty to have their workload reduced.

15.6 Every full-time faculty member shall:

15.6.1 Maintain and post appropriate office hours according to the following schedule:

15.6.1.1 Six (6) office hours per week

15.6.1.2 It is recognized that there may be times when an office hour cannot be kept due to unavoidable circumstances. Faculty members must attempt to notify students and/or the area administrative assistant when an office hour cannot be met

15.6.1.3 Where a conflict exists between faculty and student schedules, by mutual agreement an appointment may be made by the student to meet with the faculty member.

15.6.2 Participate on committees when appointed by the President or the Vice President for Academic Affairs/Dean of the Faculty or when elected by the faculty. Faculty are expected to participate on committees but may decline to serve on a specific committee. It is understood that chairing committees may limit additional committee participation. It is understood that first-year faculty members are not expected to serve on any committees.

15.6.3 Attend properly called faculty and departmental meetings.

15.6.4 Attend Founders' Day and Graduation in proper academic attire provided by the University.

15.6.5 Attend University sponsored programs such as in-service days and Convocation scheduled during work day hours during the academic semester (attendance at other University events, although not required, is encouraged).

15.6.6 Be at class and meetings on time. In those unavoidable instances when faculty cannot do so, they shall communicate their absence from class or other assignments to the Department Chairperson/Director with as much advance notice as possible or, if that is not feasible, as soon thereafter as possible.

15.6.7 Submit current course outlines/syllabi to the Department Chairperson/ Director by the opening of the semester.

15.6.8 Teach not more than two (2) courses and no more than seven (7) contact hours

each semester above contractual teaching loads at Delaware Valley University. The overload includes courses on and off campus and day or evening classes and credit or non-credit programs operated by the University.

15.6.9 Mentor and advise students as assigned on a regular basis in accordance with departmental curricula and academic University policies and procedures.

15.7 Low Enrollment

When low enrollment affects departmental teaching loads, adjunct faculty in the affected department will be terminated before those full-time, non-tenure track faculty who are qualified to teach the remaining day courses.

15.8 Compensation for Overloads

Any teaching assignment that brings a faculty member's contact hour load for a given semester as described in Article 15.2 (or above a contact hour load for which an exception has been granted) shall be considered an overload and the faculty member shall be compensated for the entire teaching assignment at the adjunct rate.

15.8.1 Compensation for Overload:

All contact hours taught as overload will be compensated equally

ARTICLE 16 - APPOINTMENT/REAPPOINTMENT

16.1 Appointments

All Faculty Members appointed to full-time tenure track positions as Instructors, Assistant Professors, Associate Professors, and Professors shall serve a probationary term and will be eligible to apply for tenure in the sixth year at Delaware Valley University except where "life events" (16.2) cause otherwise. Faculty Members hired on tenure track for the full Spring semester will be given credit for the full academic year towards tenure and/or promotion. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the University and faculty member.

16.2 Life Events

A faculty member may request that an academic year not be counted as a consideration-year in the pursuit of tenure. Such a request may only be honored to meet extraordinary "life events" and will result in an extension of the probationary period. Requests must be made at the time of the "life event" and submitted to the faculty member's department chair/director. The request must be approved by the department chair/director and Vice President for Academic Affairs/Dean of the Faculty and the appropriate Academic Dean. Not more than two (2) such non-consecutive requests may be submitted in a faculty member's career. The maximum number of years that an individual may be on a tenure-track appointment shall be limited to nine (9) years.

A "non-clocked" tenure-track year, excluded from consideration under this section, shall be counted as a year of service for all other purposes under the agreement provided the faculty member has retained full-time status.

16.3 Leaves of absence

Leaves of absence will not count toward probationary years of service.

16.4 Reappointment/Non-reappointment of Non Tenured Faculty

The failure of the Vice President for Academic Affairs/Dean of the Faculty to renew or reappoint a non-tenured faculty member does not constitute disciplinary action as described in Article 21. Non-tenured faculty members who will not be reappointed, shall be notified in writing by February 15 of the existing contract year. Non-tenured faculty members standing for tenure, who will not receive tenure, shall be notified in writing by February 15 of the existing contract year. Failure to reappoint non-tenured faculty members with less than eight (8) complete years of teaching service is not grievable under this agreement.

16.5 Reappointment/Non-reappointment of Chairperson/Director

The Vice President for Academic Affairs/Dean of the Faculty may terminate the appointment of a chairperson/director at any time; that removal does not constitute

discipline. Termination or non-reappointment to chairpersonship/directorship is neither grievable nor appealable under this agreement.

ARTICLE 17 -EVALUATION

17.1 Introduction

To help guide the growth and development of faculty members, the University uses a Portfolio Appraisal System. The portfolio is used to assess a faculty member's growth, development, contributions, to the progress toward tenure, progress toward promotion, and, if appropriate, to assist in the determination of merit salary adjustments. The portfolio is a representation of the specific details, performance, accomplishments, contributions and professional "merits" of each faculty member for the evaluation period. Faculty members should prepare a portfolio annually. Tenure and non-tenure track members with less than seven (7) years of continuous service must prepare a portfolio annually and tenured faculty should prepare an annual portfolio in preparation for their five-year review. For tenured faculty members who are not submitting a portfolio, the Department Chair and faculty member or Area Dean and Department Chair in the case of a tenured Department Chair will meet on an annual basis and complete the evaluation tool that will become part of the five year portfolio.

It is recognized that faculty members will not reasonably be expected to have performed or produced in all of the items listed below. It is understood that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The parties recognize it is difficult to identify all the characteristics of an excellent teacher; since an excellent teacher may build on individuality, an exact profile of "the" excellent teacher is impossible. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to evaluate and enhance the faculty member's performance.

The portfolio appraisal first addresses the central responsibilities of the faculty member's teaching efficacy and service to the students of Delaware Valley University. It also evaluates other faculty obligations including scholarship, service to the Department and University, and, where applicable, service to the community, research, administrative activities and other professional contributions. It is the responsibility of each faculty member to provide evidence that these things are being done effectively.

Non-teaching faculty will be evaluated consistent with their job descriptions. The evaluation will include an appropriate standardized evaluation form. Areas listed in 17.2 that are not germane to their duties will be excluded in their portfolios.

17.2 Each portfolio shall include (not less than) the following:

1. Years of service to the University and in what capacity
2. Current rank and tenure status
3. A listing of any new coursework or continuing education training (as appropriate), internal and external awards, citations, certifications, and degrees earned

4. An identification of all courses taught at the University each semester
5. A one-page summary of standardized student evaluation scores and a summary of student comments for all courses taught
6. Classroom Observation Reports
7. A brief description of all major teaching and scholarship activity (include new course preparation and significant course revisions with syllabi where appropriate)
8. A list of all publications (include works in progress and their current status)
9. A brief description of on-campus service activities
10. A brief description of involvement in off-campus service activities
11. A self-evaluation and a completed evaluation tool
12. A list of instructional, scholarship of teaching, and service goals for the coming evaluation period

Additional appendices may be attached.

17.3 Categories and Definitions

17.3.1 Teaching

17.3.1.1 Instruction and Pedagogy

A faculty member's ability to enrich the intellectual life of his/her students will be evaluated from several perspectives: (1) standardized student evaluations; (2) a faculty member's self-evaluation component, designed to identify their strengths and weaknesses regarding performance; and (3) review by academic administration (Department Chairperson and appropriate Academic Dean).

An instructional and pedagogical self-evaluation component emphasizing performance and accomplishment of goals is to be completed by each faculty member under review and presented to their respective Department Chairperson/Director as part of the annual portfolio appraisal system. At this time, instructional goals are established for the forthcoming academic year.

For the classroom observation component of Department Chairpersons/ Directors' evaluations, Department Chairpersons/Directors will be observed by their Area Dean. By mutual agreement with the appropriate Academic Dean, a Chairperson/Director may be additionally observed by another Department Chairperson/Director.

In addition, the respective Academic Dean will be responsible for assembling the summary evaluation document on behalf of the observed Chairperson/Director. This summary document will include a synthesis to the self-evaluation, appropriate Academic Dean's observation, and student evaluations as outlined in the agreed upon Evaluation Instrument. The appropriate Academic Dean will submit the completed evaluation to the Promotion and Tenure Committee and the Vice President for Academic Affairs/Dean of the Faculty within the timetable identified in the Contract.

17.3.1.2 Scholarship of Teaching

The scholarship of teaching is the pursuit, transfer, and dissemination of knowledge. Scholarship, as an accompaniment to teaching, is a goal and expectation of all faculty members. Demonstrated effort involves those activities that are not generally reviewed by external peers. However, scholarship at the University is clearly intended to be more than keeping current in the faculty member's discipline.

It is recognized that each faculty member will not reasonably be expected to have performed or produced in each of the items listed below. It is noted, however, that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance. The list below is by no means exhaustive, but is meant to identify some of the types of activities that reflect the scholarship of teaching.

- (1) Participation on academically related editorial and/or advisory boards.
- (2) Participation in conferences, professional society meetings, workshops and symposia.
- (3) Participation in off-campus exhibits, recitals, performances, conducting activities and participation in similar on-campus events.
- (4) Creation of a new course and/or laboratory design and development or significant revision of existing courses.
- (5) Writing of new laboratory manuals or significant revisions to existing textbooks and manuals.
- (6) Participation in new program(s) and/or curriculum development.
- (7) Participation in scholarly/professional activities during sabbatical and leave of absence.
- (8) Infusing class presentations and syllabi with current, state-of-the-art information, and appropriate and relevant activities.
- (9) Designing and testing new experiments.
- (10) Development of significant off-campus learning experiences
- (11) Consulting which results in enhanced knowledge of an individual's field of expertise and/or which benefits the individual's department or the University.
- (12) Successfully completing additional graduate level coursework from an accredited organization

(13) Other appropriate professional development

17.3.2 Service

Service to the University is expected of all faculty members, both tenured and non-tenured, in the promotion of a dedicated academic community. It is recognized that each faculty member will not reasonably be expected to have performed or produced in each of the areas listed below. It is noted that meaningful contributions in some areas may realistically preclude efforts in other areas identified within the evaluation. The various criteria contained herein are not intended to be used punitively, but rather are to be used to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance.

A third element in the evaluation process involves the part played by each faculty member in contributing to the betterment of the University in general, and professional community in particular. With respect to the University, evidence of participation in various faculty and campus-wide committees, as well as participation in student and University events should be placed within each individual portfolio. With respect to field-specific professional organizations, evidence of offices held, awards received, committee leadership held, etc., they should also be made part of each portfolio.

17.3.2.1 University Service:

- (1) Membership, time commitment and quality of service in committee assignments;
- (2) Various kinds of "outreach" activities, e.g., direct involvement in admissions marketing, but also indirect activities such as contact with high schools, setting up exhibits and workshops for high school students;
- (3) Service unrelated to one's own academic discipline, such as participation in summer orientation, clubs, activities, field trips, and faculty seminars;
- (4) Interacting with students outside of academic advising; and
- (5) Significant mentoring activities, (outside assigned responsibilities) which result in student academic achievement in independent studies, research or community service.

For those faculty members who elect to engage in service to the community, the following non-exclusive list may provide examples of activity under this category.

17.3.2.2 Community Service:

- (1) Membership and active involvement, election and/or appointment to professional societies and discipline-related organizations;
- (2) Chairing a session, organizing a conference, organizing a session and/or judging

ajured competition;

- (3) Involvement in and organization of cultural events;
- (4) Active participation in non-profit social, service or professional organizations;
- (5) Professional service to the community and/or performance of other notable public services that reflect favorably on Delaware Valley University; and
- (6) Other professional activities engaged in by the faculty member may be described as deemed appropriate.

17.3.3 Research

It is recognized that faculty members who have chosen to do research will not be expected to have performed or produced in each of the areas listed below. The various criteria contained herein are not intended to be used punitively, but rather are to be utilized to enhance one's purposeful contributions, as a verifiable measure of a faculty member's overall performance.

Research, whether internally or externally funded, may be a component in the evaluation of the faculty members who have chosen to engage in such activities but does not preclude a faculty member's responsibility to fulfill their obligations in teaching, scholarship of teaching, and service. Faculty members must provide evidence and examples of their activities. At Delaware Valley University, research activities are, and should be, shaped by available funds and equipment and continue the tradition of integrating students into the process whenever possible.

The following activities delineate categories of scholarly research:

This list is not meant to be exhaustive and is intended as guidance for both faculty and academic administrators.

- (1) Publication of scholarly papers in journals, periodicals, authoring book chapters, monographs and other professional publications.
- (2) Publication of books (as author or editor) and/or manuscripts under contract to publishers, excluding vanity presses.
- (3) Publication of translations, reviews, and criticism.
- (4) Presentations at conferences, professional society meetings, workshops and symposia.
- (5) Significant software development.
- (6) Publication, production, or performance of musical works.
- (7) Production and/or direction of on- or off-campus plays and events if applicable

to the discipline.

(8) Sponsored projects and programs, e.g., writing of grants and/or contracts.

(9) Service as a reviewer for scholarly/research/artistic organizations and presses.

(10) Obtaining a patent.

17.4 Administrative Evaluation of Department Chairpersons/Directors

Chairpersons/Directors will also be evaluated on their administrative function by the Vice President for Academic Affairs/Dean of the Faculty's office. This will include, but not be limited to leadership, planning, faculty mentoring, department analysis and assessment, budget management and professional development activities.

17.5 Procedure (with Timeline)

17.5.1 Portfolio Timeline

All tenured faculty members and non-tenured faculty members with annual renewable appointments or individuals on tenure-track will be evaluated on an annual basis. Tenured faculty members and individuals who have completed seven (7) consecutive years of service will submit a portfolio on a five (5) year rotating cycle established annually by the VPAA in conjunction with Department Chairs. All other faculty will submit a portfolio on an annual basis. Newly tenured faculty members will submit a portfolio in the year in which tenure is granted and every five (5) years thereafter. Individuals who have completed seven consecutive years of service will begin their five (5) year rotation after the seventh year.

17.5.2 Student Evaluations

Student evaluations, administered by the office of the Vice President for Academic Affairs/Dean of Faculty, will be completed prior to the final examination period for both the Fall and Spring semester and submitted to Information Services. Information Services will process them in a timely manner and return them directly to the Department Chair in the case of a faculty member or the appropriate Dean in the case of a Department Chair within three weeks following the completion of the semester.

17.5.3 Classroom Observations

Non-tenured faculty who have not completed seven (7) years of continued service will be observed annually by their Department Chairs or Academic Dean in the case of a Department Chair.

Tenured faculty and non-tenured faculty who have completed seven (7) consecutive years of service to Delaware Valley University will be observed once every three (3) years.

During the academic year, the Vice President for Academic Affairs/Dean of the Faculty, the individual's Department Chairperson/Director, or the individual may request a complete evaluation

provided there is sufficient time to complete said evaluation.

17.5.4 Annual Faculty Evaluations

Faculty will submit their required evaluation material to Department Chairs/Directors or Area Dean in the case of a Department Chair by January 31st. All teaching observational reports will be included, and the reports will summarize the activities and achievements of the previous year's Spring and Fall Semesters. If necessary, the Departmental Chairperson/Director may include one additional peer evaluator to observe the evaluatee. The administrative observation report will also be completed and submitted to the Department Chairperson/Director at this time.

The Department Chairperson/Director or Area Dean in the case of a Department Chair will fill out the standardized evaluation form, in which each component of the portfolio will be critically evaluated, using a uniform set of rating criteria by February 10th. This form will become part of the individual's portfolio. A copy of the standardized evaluation is to be furnished to each faculty member under review by that time. Prior to February 20th, a faculty member may request a meeting with the Department Chair/Director or School Dean in case of a Department Chair to discuss the completed standardized evaluation. The faculty member may prepare a written response to the evaluation, which shall accompany it.

At this time, individuals receiving an unsatisfactory review from their Department Chair/Director may request that their portfolio/evaluation also be reviewed by the Promotion and Tenure Committee whose evaluation shall become part of the individual's portfolio. The Promotion and Tenure Committee will complete its review by March 1.

By March 2nd, the Department Chairs/Directors will forward copies of the portfolios (except those under review of the Promotion and Tenure Committee) to the respective Academic Deans. Portfolios under review by the Promotion and Tenure Committee will be submitted upon completion of the review.

Throughout the rest of March, the Academic Dean in conjunction with the Vice President for Academic Affairs/Dean of the Faculty will convene a meeting with appropriate Department Chairpersons/Directors, to review portfolios and evaluations for each faculty member within their respective academic department. The purpose of this meeting is twofold: (1) to review the progress of faculty members on tenure-track; and (2) to review the progress of faculty members for consideration for promotion.

The Vice President for Academic Affairs/Dean of the Faculty will issue contracts based on these decisions to the faculty by April 1st. If the recommendations of the Chairs are not followed, the Vice President for Academic Affairs/Dean of the Faculty will give a letter of explanation to the concerned parties when the contract is offered.

ARTICLE 18 - PROMOTION

18.1 Process

Promotion is performance-based and not merely a reward for length of service. A written request for promotion is initiated by a faculty member who submits his/her request to the Department Chairperson/Director in May providing the minimum eligibility requirements in Article 12 have been met. The Department Chairperson/Director shall submit a written request for promotion to the appropriate Academic Dean in May provided the minimum eligibility requirements in Article 12 have been met. Tenure and Non-Tenure track faculty members must complete three years of service to be considered for promotion. The criteria for promotion are outlined in Article 17.

18.2 Submission of Portfolio

The individual shall submit the portfolio covering the time frame from the date of hire or last promotion, whichever is more recent, to the appropriate person by September 1, of the year in which the individual is requesting consideration. The Department Chairperson/Director shall convene a meeting of the members of the Department to seek their advice on the application. The appropriate Academic Dean will convene a meeting of the department faculty where the individual under consideration is the department's chairperson/director. After review by the Department and the Department Chairperson/Director, or the department and the Area Dean, the individual faculty member under consideration shall submit one copy of the portfolio, with the appended recommendations from the Department Chairperson/Director and the Department or the appropriate Academic Dean and the Department, to each member of the Promotion and Tenure Committee. The individual under consideration shall retain a copy of the completed portfolio. Promotion and Tenure Committee members shall be provided copies of the candidate's portfolio not later than October 1.

18.3 Promotion and Tenure Committee

Promotion and Tenure Committee make-up:

The Promotion and Tenure Committee shall consist of ten (10) tenured members of the faculty who hold the rank of Associate Professor or higher. Members shall be elected bi-annually at the first annual faculty meeting within their respective areas. The voting shall be conducted in such a manner that the full faculty shall cast votes for the one (1) member at large and each school shall cast votes for its own promotion and tenure committee members as follows:

The School of Agricultural and Environmental Science – 3 members
The School of Business and Humanities – 3 members
The School of Life and Physical Sciences – 3 members
One member at large

No member may serve more than three (3) full consecutive terms. The Committee shall identify its own chairperson.

The entire Promotion and Tenure Committee shall evaluate requests for Promotion. The Promotion and Tenure Committee may request additional information before the process begins. The Promotion and Tenure Committee will examine all requests for promotion with a critical and global perspective, and base its recommendations on the criteria in Article 17.

Upon completion of the Promotion and Tenure Committee review process, a copy of each portfolio with clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions) will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty. Extra copies of the portfolios that were distributed to the Promotion and Tenure Committee will be returned to the respective faculty member.

18.4 Review by Vice President for Academic Affairs/Dean of the Faculty

Recommendations and rationale from the Promotion and Tenure Committee along with the individual's portfolio on promotion will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty by the Committee not later than November 15. It is the intention of the parties, that the deliberations, recommendations and rationale will be a significant aspect of the promotion process. The Vice President for Academic Affairs/Dean of the Faculty's independent review shall treat the Committee's recommendations and/or majority and minority reports on this basis. The Vice President for Academic Affairs/Dean of the Faculty may decline to accept the Committee's recommendations only for compelling reasons as indicated in the criteria identified in Article 17 or for reasons which would justify disciplinary action. The Vice President for Academic Affairs/Dean of the Faculty shall forward clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions), and the individual's portfolio to the President not later than December 15.

18.5 Review by President

Where the Vice President for Academic Affairs/Dean of the Faculty's recommendation is contrary to that of the Promotion and Tenure Committee, the Vice President for Academic Affairs/Dean of the Faculty shall state, in writing, the specific criteria of Article 17 which the candidate fails to meet or the reason which would justify disciplinary action. The faculty member shall have the opportunity to meet with the President before the President's action. The President shall review all recommendations on promotion and shall forward his/her recommendation and all previous recommendations, and rationale to the Board of Trustees not later than January 10. If the President's recommendation is contrary to the recommendation of the Promotion and Tenure Committee, the substantive reasons shall be provided, in writing, to the Committee.

18.6 Final action by Board of Trustees

The Board of Trustees shall review the President's recommendation not later than January 25, and may refuse to adopt the President's recommendations for compelling reasons. If the final action is contrary to the recommendation of the Promotion and Tenure Committee, those compelling reasons shall be provided, in writing, to the Promotion and Tenure Committee. The President will notify the candidate of the actions taken by the Board of Trustees.

18.6.1 A faculty member recommended for promotion by the Promotion and Tenure Committee but denied the promotion shall, within fifteen (15) calendar days of the date of the notice from the President that a faculty member's application for promotion was denied under Section 18.6, the AAUP on behalf of the faculty member will have a general right of appeal and may use the Grievance and Arbitration Procedures in Article 22 of this Agreement (beginning at Step 4).

18.6.2 A faculty member whose application for promotion was denied by the Promotion and Tenure Committee and the denial upheld through Section 18.6 shall within fifteen (15) calendar days from the date of the notice from the President that a faculty member's application for promotion was denied, the AAUP on behalf of the faculty member will have a limited right of appeal and may utilize the Grievance and Arbitration Procedures in Article 22 of this Agreement (beginning at Step 4), but only on the grounds that the procedures for promotion review under this Article (Article 18) were not followed.

If the Arbitrator finds such a procedural violation under 18.6.2 the matter will be remanded back to the Promotion and Tenure Committee for review consistent with the applicable procedures of Article 18. Thereafter, the matter will proceed in accordance with the procedures of Article 18, except that the Promotion and Tenure Committee must complete its review process and forward its recommendations and rationale to the VPAA within thirty (30) calendar days of the remand and the deadlines set forth for the VPAA, the President and Board of Trustees will be changed to twenty (20) calendar days, twenty (20) calendar days, and ten (10) calendar days, respectively, each period running from receipt of the recommendations of the prior level.

18.7 Portfolio

Upon completion of the process, a copy of the portfolio will be kept in Academic Affairs.

ARTICLE 19 - TENURE

19.1 Process

Tenure track faculty members are required to stand for tenure in their last year of probation, their sixth year, and, if approved, shall be granted tenure at the beginning of the next academic year.

After the second and fourth academic years of the probationary period, the department chairperson/director or appropriate Academic Dean will compile a detailed report, listing with documentation and examples where relevant, that faculty member's strengths and weaknesses. The report shall make constructive recommendations if needed, and will serve as a mechanism to provide feedback to the faculty member on his/her progress toward tenure. The report will be reviewed by the Vice President for Academic Affairs/Dean of the Faculty who shall return one copy to the Department Chairperson/Director or appropriate Academic Dean and place a copy in the faculty member's official file.

A written request for tenure is initiated by a faculty member by submitting his/her request to the Department Chairperson/Director or appropriate Academic Dean in May of their fifth year, providing the minimum eligibility requirements have been met. The Department Chairperson/Director shall submit a written request for tenure to the Area Dean in May of the fifth year, provided the minimum eligibility requirements have been met.

19.2 Submission of Portfolio

The individual shall submit the portfolio covering the time frame from the date of hire, to the appropriate person by September 11, of the sixth year. The Department Chairperson/Director shall convene a meeting of the tenured members of the Department to seek their advice on the application. The appropriate Academic Dean shall convene a meeting of the tenured department faculty where the individual under consideration is the Department Chairperson/Director. After review by the Department and the Department Chairperson/Director, or the department and the appropriate Academic Dean, the individual faculty member under consideration shall submit one copy of the portfolio, with the appended recommendations from the Department Chairperson/Director and the Department or the Area Dean and the Department, to each member of the Promotion and Tenure Committee. The individual under consideration shall retain a copy of the completed portfolio. Promotion and Tenure Committee members shall be provided copies of the candidate's portfolio not later than October 1 of the faculty member's sixth year.

19.3 Promotion and Tenure Committee

The Promotion and Tenure Committee shall consist of ten (10) tenured members of the faculty who hold the rank of Associate Professor or higher. Members shall be elected bi-

annually at the first annual faculty meeting within their respective areas. The voting shall be conducted in such a manner that the full faculty shall cast votes for the one (1) member at large and each school shall cast votes for its own Promotion and Tenure Committee members as follows:

- The School of Agricultural and Environmental Science – 3 members
- The School of Business and Humanities – 3 members
- The School of Life and Physical Sciences – 3 members
- One member at large

No member may serve more than three (3) full consecutive terms. The Committee shall identify its own chairperson.

The entire Promotion and Tenure Committee shall evaluate each request for tenure. The Promotion and Tenure Committee may request additional information before the process begins. The Promotion and Tenure Committee will examine all requests for tenure with a critical and global perspective, and base its recommendations on the criteria in Article 17. Tenure is granted to faculty members based upon excellence of performance and the expectation that the University will continue to require the services provided by the position or expertise of the faculty member.

Upon completion of the Promotion and Tenure Committee review process, a copy of each portfolio with clear and specific recommendations and rationale (regarding performance, accomplishments, and contributions) will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty. Extra copies of the portfolios which were distributed to the Promotion and Tenure Committee will be returned to the respective faculty member.

19.4 Review by Vice President for Academic Affairs/Dean of the Faculty

Recommendations and rationale from the Promotion and Tenure Committee along with the individual's portfolio on tenure will be forwarded to the Vice President for Academic Affairs/Dean of the Faculty by the Committee not later than November 15. It is the intention of the parties, that the deliberations, recommendations, and rationale will be a significant aspect of the tenure process. The Vice President for Academic Affairs/Dean of the Faculty's independent review shall treat the Committee's recommendations and/or majority and minority reports on this basis. The Vice President for Academic Affairs/Dean of the Faculty may decline to accept the Committee recommendations only for compelling reasons as indicated in the criteria identified in Article 17 or for reasons which would justify disciplinary action. The Vice President for Academic Affairs/Dean of the Faculty shall forward clear and specific written recommendations and rationale (regarding performance, accomplishments, and contributions), and the individual's portfolio to the President not later than December 15.

19.5 Review by President

Where the Vice President for Academic Affairs/Dean of the Faculty's recommendation is contrary to that of the Promotion and Tenure Committee, the Vice President for Academic Affairs/Dean of the Faculty shall state, in writing, the specific criteria of Article 17 which the candidate fails to meet or the reason which would justify disciplinary action. The faculty member shall have the opportunity to meet with the President before the President's action. The President

shall review all recommendations on tenure and shall forward his/her recommendation and all previous recommendations and rationale to the Board of Trustees not later than January 10. If the President's recommendation is contrary to the recommendation of the Promotion and Tenure Committee, the substantive reasons shall be provided, in writing, to the Committee.

19.6 Final Action by Board of Trustees

The Board of Trustees shall review the President's recommendation not later than January 25, and may refuse to adopt the President's recommendations for compelling reasons. If the final action is contrary to the recommendation of the Promotion and Tenure Committee, those compelling reasons shall be provided, in writing, to the Promotion and Tenure Committee. The President will notify the candidate of the actions taken by the Board of Trustees.

19.6.1 A faculty member recommended for tenure by the Promotion and Tenure Committee but denied tenure shall, within fifteen (15) calendar days of the date of the notice from the President that a faculty member's application for tenure was denied under Section 19.6, the AAUP on behalf of the faculty member will have a general right of appeal and may use the Grievance and Arbitration Procedures in Article 22 of this Agreement (beginning at Step 4).

19.6.2 A faculty member whose application for tenure was denied by the Promotion and Tenure Committee and the denial upheld through Section 19.6 shall within fifteen (15) calendar days from the date of the notice from the President that a faculty member's application for tenure was denied, the AAUP on behalf of the faculty member will have a limited right of appeal and may utilize the Grievance and Arbitration Procedures in Article 22 of this Agreement (beginning at Step 4), but only on the grounds that the procedures for tenure review under this Article (Article 19) were not followed.

If the Arbitrator finds such a procedural violation under 19.6.2, the matter will be remanded back to the Promotion and Tenure Committee for review consistent with the applicable procedures of Article 19. Thereafter, the matter will proceed in accordance with the procedures of Article 19, except that the Promotion and Tenure Committee must complete its review process and forward its recommendations and rationale to the VPAA within thirty (30) calendar days of the remand and the deadlines set forth for the VPAA, the President and Board of Trustees will be changed to twenty (20) calendar days, twenty (20) calendar days, and ten (10) calendar days, respectively each period running from receipt of the recommendations of the prior level.

19.7 Portfolio

Upon completion of the process, a copy of the portfolio will be kept in Academic Affairs.

ARTICLE 20 -PERSONNEL FILES

20.1 Access

The University shall comply with the laws of the Commonwealth of Pennsylvania regarding personnel files and shall provide access to that faculty member's personnel file by that faculty member upon request.

20.2 Review for Retrenchment

With regard to retrenchment, review of personnel files by the Promotion and Tenure Committee shall be restricted to the most recent four years of employment at the University.

20.3 Notification

Faculty members will be notified of any new items placed into their file which are not in the normal course of events (excluding evaluations, salary adjustments and annual contracts). Faculty members shall have the opportunity to submit a written response to all documents placed in the official personnel file. The written response shall be included in the official personnel file. Documents may be removed from an individual's file by mutual consent.

ARTICLE 21 -DISCIPLINARY ACTION

21.1 Proper Cause-Disciplinary Action

The University agrees that it will not impose discipline or discharge on any bargaining unit member during the term of this Agreement, except for just cause. As used in this Agreement, “discipline or discharge” includes, but is not limited to: written letter of reprimand, suspensions without pay, and termination. Discipline shall not include verbal reprimands or verbal counseling, unless they are documented in the faculty member’s personnel file, or performance evaluations, and all such matters are not grievable under this Agreement. However, tenure and non-tenured faculty with more than eight (8) years of teaching service may request the exclusive remedy of a Hearing Board review for an unsatisfactory performance evaluation that results in no wage increase. The University may also with good cause require, as part of a disciplinary action, restitution, appropriate training or counseling, adjustment in assignments and responsibilities, or other remedial action.

21.2 AAUP Representation

If a faculty member reasonably believes that an investigation or discussion with the University is likely to lead to discipline or discharge, or if the University conducts a meeting to announce discipline or any other meeting under this Article, the faculty may request that the meeting not occur without the presence of an AAUP Representative. No meeting need be postponed or unduly delayed because of the absence of an AAUP representative.

21.3 Removal Pending Discipline/Discharge

Pending resolution of the procedures for discipline/discharge, if a faculty member has been charged with violent criminal activity, fraud or theft from the University, or been arrested for a major felony, or if the University believes in good faith that the faculty member poses an imminent risk of harming the safety of the faculty members or others or disrupting University programs and/or operations, he/she may be suspended immediately with or without pay.

ARTICLE 22 - Grievance and Arbitration Procedures

22.1 Scope and Coverage

Except as otherwise provided in this Agreement, a grievance shall mean any dispute arising between a bargaining unit member or the AAUP, and the University concerning the application of, the interpretation of, or a claimed violation of the express terms of this Agreement. Rules, regulations, policies, or practices implemented pursuant to this Agreement fall within this definition. The parties understand and agree, the filing of a grievance shall be the exclusive right of the AAUP, and may not be brought by an individual faculty member.

The procedures set forth in this Article shall be the sole and exclusive method of resolving grievances of bargaining unit members pursuant to this Agreement. A grievance that concerns the suspension, termination, or unsatisfactory performance review resulting in no wage increase, of a tenured faculty member or non-tenured faculty members with 8 or more years of completed teaching service will be processed through a faculty Hearing Board in accordance with Section 22.5. All other grievances will be processed only through the formal grievance procedures in Section 22.4. Nevertheless, the parties may agree in writing, without precedential effect, to have a particular grievance proceed through the Hearing Board procedures in Section 22.5.

If prior to or during grievance proceedings under this Article, if the AAUP on behalf of the bargaining unit member or the bargaining unit member seeks to resolve the matter in another forum, whether administrative or judicial, the parties agree to terminate the grievance proceedings and to proceed solely with the administrative or judicial proceeding. This shall not apply to a bargaining unit member filing a charge of discrimination, harassment, or retaliation with the Equal Opportunity Commission or an analogous state or local agency.

22.2 Informal Resolution

Bargaining unit members, the AAUP, and the University should try to solve problems by informal means whenever possible. When a potential grievance arises, the parties may attempt, in an informal manner, to discuss and resolve the alleged violation of this Agreement and/or a dispute about such an alleged violation. Participation in this informal process is entirely voluntary, and any party may decline to commence or continue informal resolution efforts at any time by providing notice to the other parties. The informal resolution process shall not extend beyond ten (10) calendar days without the written agreement of the VPAA and the AAUP and/or the bargaining unit member.

22.3 Filing of Grievances

If the AAUP believes a violation of the Agreement has occurred may initiate the grievance process by completing and submitting to the VPAA a written grievance that contains at a minimum: (a) the name of the aggrieved individual; (b) the action alleged to have caused the grievance; (c) the specific contract provision or provisions alleged to be violated; and (d) the remedy requested.

Unless the parties have agreed in writing to an extension of the time limits under this Article, the written grievance must be submitted to the VPAA within fifteen (15) calendar days of the event giving rise to the grievance, or after the bargaining unit member or the AAUP reasonably should have known of the event giving rise to the grievance. Use of the informal procedures in Section 23.2 shall not stop or extend this time limit.

22.4 Formal Procedures

Step 1 – Dean. Upon the VPAA's receipt of a timely written grievance, a meeting shall be held within fifteen (15) calendar days of the date of the written grievance between the aggrieved, a representative of the AAUP, and the appropriate Dean or the Dean's designee. The Dean or the Dean's designee shall provide the University's response to the grievance in writing no later than fifteen (15) calendar days after such meeting. If the grievance cannot be resolved at this level, it may be appealed to Step 2 by the AAUP or the bargaining unit member.

Step 2 – VPAA. Within fifteen (15) calendar days of the date of the University's response at Step 1, the grievance may be appealed by the AAUP or the bargaining unit member to the VPAA. Within fifteen (15) calendar days of the date of the notice of appeal, a meeting shall be held between the aggrieved, a representative of the AAUP if the bargaining unit member so chooses, and the VPAA or the VPAA's designee. The VPAA or the VPAA's designee shall provide the University's response to the grievance in writing no later than fifteen (15) calendar days after such meeting.

A grievance that the AAUP contends is of significance to a group of bargaining unit members, or that the AAUP contends challenges a University-wide policy or practice, may begin at Step 2. That grievance shall be filed within fifteen (15) calendar days of the event giving rise to the grievance or after the bargaining unit member or the AAUP reasonably should have known of the event giving rise to the grievance.

Step 3 – University President. If the grievance is not satisfactorily resolved at Step 2, the AAUP or the bargaining unit member may file a written appeal to the President within fifteen (15) calendar days of the date of the University's response at Step 2. Upon receipt of the appeal, the President or his/her designee shall consider the grievance and any relevant information relating to the grievance. The President or his/her designee may also meet with the bargaining unit member and/or other potentially relevant individuals during his/her consideration of the grievance, but is not obligated to do so. The President or the President's designee shall provide the University's response to the grievance in writing within thirty (30) calendar days of the date of the written notice of appeal.

Step 4 -- Arbitration. The AAUP may appeal the grievance to arbitration in accordance with the procedures set forth in Section 23.6 no later than fifteen (15) calendar days after the date of the University's written response at Step 3.

22.5 Hearing Board Procedures

As stated in Section 22.1, the Hearing Board procedures set forth below shall apply exclusively to grievances concerning the suspension, termination, or unsatisfactory evaluation resulting in no wage increase, of a tenured faculty member or a non-tenured faculty member who has completed eight (8) or more years of service in teaching. The only exception is that the parties may agree in writing, without precedential effect, to process a particular grievance through the Hearing Board procedures where the University and the AAUP mutually wish to do so.

- (A) A Hearing Board shall consist of five (5) tenured faculty members. AAUP shall appoint three members and the University shall appoint two members. Both the VPAA and the petitioning faculty member have the right to peremptorily challenge one Hearing Board Member, in which case an alternate will be seated on the Hearing Board. The Hearing Board shall set a date and time for hearing the dispute that is within thirty (30) calendar days after the written grievance was submitted to the VPAA. The hearing date must allow for sufficient time to allow the bargaining unit member to meet the deadlines as set forth in this section. The Hearing Board shall be the sole determiner of the propriety of those who may attend, except that the faculty pursuing the grievance will be allowed to attend along with a proper representative (attorney or other faculty).
- (B) At least fifteen (15) calendar days before that hearing, the bargaining unit member may (but does not have to) file a brief written description of the grounds supporting the grievance, with exhibits if desired. The description shall not exceed ten (10) pages, double spaced, one-inch margin, and be at least 12 point type face. At least five (5) calendar days before that hearing, the University may (but does not have to) file a reply brief, with exhibits, adhering to the same space constraints as apply to the bargaining unit member.
- (C) A stenographic record or tape recording of the hearing or hearings may be taken and a written transcript may be made available to the faculty member and VPAA at their request and without cost to them.
- (D) The bargaining unit member may be present at the hearing and may be assisted and represented by legal counsel. Each party shall have the opportunity to present and examine witnesses, to present documentary evidence, and to refute evidence. The hearing will consist of each side being afforded two hours in which to present its position. Members of the Hearing Board may ask questions during the presentation or after the two hours have expired. Unless the Board decides otherwise by majority vote, these presentation time limits shall be followed strictly. Any relevant evidence may be considered if it is of the type upon which responsible persons would rely in the conduct of serious affairs. The entire Hearing Board must be present for the hearing, and each member must be present in order to participate in the deliberations, to vote, and to sign the report and recommendation to the President. The Hearing Board's report and recommendation shall be adopted by majority vote.
- (E) Nothing in these rules impedes the right of the Hearing Board to meet in executive session, to seek counsel or advice from any source, or take other action deemed appropriate to reach a proper decision.

- (F) Within twenty (20) calendar days after the conclusion of the hearing, the Hearing Board shall prepare and forward to the President, the AAUP and the faculty member its written report and recommendation. The President may request additional information from the parties or from the Hearing Board and may also review the evidence received at the hearing. Within twenty (20) calendar days after receiving the Hearing Board's recommendation, the President shall approve or disapprove the action recommended and shall state his/her reason(s) in writing to the faculty member, with a copy to the Hearing Board.
- (G) If the President accepts the recommendation of the Hearing Board, the President's decision is final and in the case of the non-tenured faculty with less than 8 completed years of teaching service cannot be appealed to arbitration. If the President imposes a greater level of discipline than recommended by the Hearing Board, the AAUP may appeal the decision to arbitration by submitting notice of arbitration to the VPAA in writing no later than fifteen (15) calendar days from the date of the President's decision.

22.6 Arbitration

- (A) The appeal to arbitration shall be in writing to the VPAA and must be received by the VPAA within the required time frame.
- (B) Within thirty (30) calendar days following receipt of the written appeal letter, the AAUP may request a panel of not less than seven (7) arbitrators from the American Arbitration Association to begin the selection process. Selection shall be made by the AAUP and the University alternately striking from the list. The final name shall be the arbitrator for the grievance. The first strike shall be rotated between AAUP and the University.
- (C) Authority of the Arbitrator
 - (1) The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. The award of the arbitrator shall be final and binding, and both parties agree to abide by the decision.
 - (2) The discipline or discharge of any faculty member shall be for just cause; however, it is agreed that the arbitrator may not "stand in the shoes" of an administrator or substitute his/her judgment for the judgment of the administrator as if the arbitrator were making the initial decision regarding discipline or discharge. The arbitrator may reverse or modify a decision imposing discipline or discharge only if that decision is found to be without reasonable basis. Where the University brings forth a disciplinary action, the University shall have the burden of proving that just cause existed to imposing discipline.
- (D) Each party shall bear the expense of preparing and presenting its own case. The fee of the arbitrator, the fee of Triple A and the room charge shall be borne by the party that loses the arbitration. All other administrative expenses of the arbitration shall be shared equally between AAUP and the University and specific fees by the individual party shall be paid by that party.

22.7 Witness Participation

Bargaining unit members who are necessary witnesses in grievance and/or arbitration proceedings under this Article will ordinarily be permitted to attend. However, each faculty witness is expected to provide notice to the VPAA or the VPAA's designee at least three (3) calendar days in advance if arrangements will need to be made for another qualified faculty member to cover the individual's scheduled classes. The faculty member should also assist the University in obtaining coverage for those duties. Approvals of such arrangement shall not be unreasonably withheld.

22.8 Time Limitations

- (A) Whenever used in this Collective Bargaining Agreement, the word "days" means calendar days unless otherwise specified.
- (B) Time limits may be extended only by mutual agreement in writing by the University and the AAUP. If the timing of any dispute under this Article shall cause the hearing before a Hearing Board to be scheduled during the summer recess period, the University and the AAUP shall promptly meet to reach a date that accommodates the parties promptly. If no agreement is reached concerning the date of any hearing, it shall be postponed until two weeks after the beginning of the next academic year. In that circumstance, the University, in its discretion may suspend the faculty without pay at the beginning of the next academic year, if the faculty member is not already suspended without pay.
- (C) If the AAUP or the bargaining unit member fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If the University fails to comply with any time limits set forth in this Article, the grievance shall move to the next step.

ARTICLE 23 – LEFT BLANK INTENTIONALLY

ARTICLE 24 --REASSIGNMENT (IN THE ABSENCE OF RETRENCHMENT)

24.1 Introduction

Reassignment is a proactive vehicle which should enable the University to respond to the changing circumstances of the environment without necessitating or invoking the retrenchment. Reassignment will not be used as a punitive procedure against any individual faculty member.

To enable the University to respond to changing circumstances in the Academic environment, the University reserves the right to offer to reassign faculty members into another academic department provided the faculty member is qualified to teach courses in the affected department as reasonably determined by the department and approved by the Vice President for Academic Affairs/Dean of the Faculty:

24.1.1 To Another Department

- (1) The reassigned tenured or tenure-track faculty member shall carry their tenure line with them effectively transferring that tenure line to the new department.
- (2) A reassigned tenured or tenure-track faculty member shall retain his or her rank and seniority.
- (3) Notice of the terms and conditions of the reassignment shall be included in the faculty member's contract at the time of the reassignment.

24.1.2 To Administration

The University reserves the right to offer to reassign faculty members into Administrative or other appropriate appointments throughout the University community. Although the reasons and circumstances for each faculty reassignment may vary considerably, the following conditions shall be adhered to unless otherwise mutually agreed upon by both the University and the AAUP:

- (1) A reassigned tenured or tenure-track faculty member shall carry their tenure line with them. Since the reassigned faculty member has not vacated either their tenure or tenure track line, any resulting uncovered teaching load may be filled by non-tenure track renewable contracts and/or adjunct faculty.

- i. A reassigned tenured or tenure-track faculty member shall retain his or her rank and seniority.
- ii. Notice of the terms and conditions of the reassignment shall be included in the faculty member's contract at the time of the reassignment.
- iii. If the reassigned faculty member leaves the University, assignment of the tenured line will be determined by the need in the department in which the faculty member was tenured. If a full-teaching load does not exist in that department, reassignment of the tenure line will be made by the Vice President for Academic Affairs/Dean of the Faculty.

ARTICLE 25-RETRENCHMENT FOR REASONS OTHER THAN FINANCIAL EXIGENCY

25.1 Introduction

In the context of retrenchment, members of the faculty may be dismissed, or their employment may not be renewed because of financial exigencies at the University or as a result of a change in the University's academic programs, curriculum, mission, goals or objectives. Retrenchment considerations shall be made in a collegial process. Retrenchment is not to be used as an alternative for dismissal for cause. In cases of retrenchment, the following policies shall apply.

To avoid initiating the retrenchment process, the University shall attempt to obtain the needed reductions in individual faculty through attrition, or incentives for voluntary separation or reassignment.

25.2 Procedure

In cases of retrenchment, the following policies shall apply:

- (1) There will be campus-wide and/or broad-based discussion and consideration of the possibility of retrenchment prior to initiating a proposal to retrench, although it is understood that factors such as time or the need for confidentiality may affect the scope or speed of these discussions. Under any circumstance, the University will discuss consideration of retrenchment with the Chapter President prior to initiating a retrenchment proposal.
- (2) If the decision is made to continue the retrenchment process, the Vice President for Academic Affairs/Dean of the Faculty will submit a retrenchment proposal to the Faculty Curriculum Committee for consideration. Notice of a retrenchment proposal submission to the Faculty Curriculum Committee will be provided to the Chapter at the time of the submission.
- (3) The Faculty Curriculum Committee will have not greater than sixty (60) calendar days to submit a written response to the University's proposal to the Vice President for Academic Affairs/Dean of the Faculty. Any related faculty meetings shall be conducted within this sixty (60) day period.
- (4) The Vice President for Academic Affairs/Dean of the Faculty shall review the proposals and render a final decision. If that decision is different from the Faculty Curriculum Committee's decision, the Vice President for
- (5) Academic Affairs/Dean of the Faculty shall state in writing the reasons for the differences.

- (6) The retrenchment plan shall then be forwarded to the Promotion and Tenure Committee. They shall be charged with the responsibility of identifying the specific individual(s) to be retrenched. The Vice President for Academic Affairs/Dean of the Faculty will provide the Promotion and Tenure Committee with the parameters and priorities of the retrenchment effort including the expected programmatic alterations, the needs of the University after retrenchment, the resumes, appropriate performance evaluations, and seniority, of the individual(s) under consideration, and any fiscal considerations which are required as a part of the retrenchment efforts. The Promotion and Tenure Committee may request additional relevant information although it is acknowledged that the request does not dictate its relevance or the need to provide that information.
- (7) Within an organizational department being affected, retrenchment decisions shall be based upon the needs of the University, seniority, and the past four (4) years of performance. No tenured faculty member shall be retrenched, within the department being affected, until all part-time, adjunct, and non-tenured faculty unless absolutely essential to the post retrenchment programs, have been released.
- (8) The Promotion and Tenure Committee will forward its recommendation to the Vice President for Academic Affairs/Dean of the Faculty not later than twenty-one (21) calendar days after transmission of the plan from the Vice President for Academic Affairs/Dean of the Faculty.

25.3 Faculty Recall

No new faculty member shall be hired to fill a vacancy in an academic discipline unless the vacancy is first offered in writing to the most qualified eligible faculty member, as recommended by the Promotion and Tenure Committee, who was retrenched within the academic department. The faculty member shall respond in writing to the University within ten(10) calendar days after the receipt of the offer. In the event a faculty member rejects the position, it shall be offered to the next most qualified eligible retrenched faculty member. The process shall continue until the position is filled or all qualified eligible retrenched members have been offered the position. A retrenched faculty member shall remain eligible for recall for three (3) years after the effective date of the retrenchment.

25.4 Adjusted Workload

Before any full-time tenured faculty member is released, good faith attempts shall be made to assemble for that faculty member a workload out of courses available in the University provided the faculty member is qualified to teach them as reasonably determined by the University's affected department(s)

25.5 Grievance

Grievance relating to the subject matter of the Article shall be limited to failure to follow the procedure described herein and the identification of those individuals to be retrenched. An Arbitrator shall not have jurisdiction relating to any other matters under this Article.

25.6 Severance

Every full-time tenured faculty member who is retrenched will be entitled to severance payments equal to one (1) year's base salary to be paid out over a twelve (12) month period.

25.7 Confidentiality

It is understood and acknowledged that discussions and documents that may be viewed or provided in this process are confidential and shall not be released.

ARTICLE 26 - REDUCTIONS DUE TO FINANCIAL EXIGENCY

26.1 Introduction

There is always the real possibility that conditions will, from time to time, occur that have a very strong impact on the financial health of the institution. When these conditions occur the Administration and Board of Trustees must take action in order to minimize and mitigate the conditions as much as possible to protect the institution. All faculty and staff have a vested interest in the decisions that are made and efforts will be made to obtain input from all constituents affected to the degree that it does not impair on the Institution's need and ability to take corrective actions. The Administration of the University understands that it will make a good faith effort to ensure any cuts will be equitable and balanced across the University.

26.2 Financial Exigency Defined

Financial exigency shall be defined generally, but not exclusively, as a projected or actual decrease in revenues that has such an impact on the Institution that requires the Administration to evaluate cuts that would normally not be considered except in extreme conditions and is expected that immediate actions must be taken to ensure the Institution's survival. Examples include, but are not limited to, a significant drop in enrollment (normally unanticipated), destruction of building space, or a legal judgment against the Institution.

26.3 AAUP Notice and Meetings

- (A) If the University determines that reductions are necessary, it shall notify the AAUP promptly.
- (B) Upon request of the AAUP, made within one week following notice to the AAUP, the University shall provide directly to members of the bargaining unit a plan and written description of the reasons for considering reductions and provide the AAUP opportunity for input. That notice shall be given within one week following delivery of the AAUP request to the University.
- (C) Upon request of the AAUP, made within two weeks following notice to the AAUP, the University shall conduct campus-wide and/or broad-based meetings directly with members of the bargaining unit. The meeting(s) shall take place within 30 days following notice from AAUP.
- (D) Upon request of the AAUP, the University shall meet with the AAUP, through representatives of its choosing, at reasonable times to confer about the reason(s) for the action and the effects of any reductions.

26.4 Order of Reduction

For the purposes of this section, tenured faculty are Group A; faculty in tenure track appointments who are in their probationary period are Group B; faculty with renewing contracts who are not in tenure track are Group C; and contingent faculty (adjunct and others) are Group D. Faculty members shall not be reduced if the University can provide the courses and services the University determines are to be offered by retaining faculty members and reducing other faculty. Groups A, B, and C shall not be reduced if the University can provide the courses and services the University determines are to be offered and reducing only Group D or part-time personnel. Group A and B shall not be reduced if the University can provide the courses and services the University determines are to be offered by retaining them and reducing Group C and D, or part-time personnel. Group A shall not be reduced if the University can provide the courses and services the University determines are to be offered by retaining them and reducing Group B, C, and D, or part-time personnel. Within Groups A, B, C, and D, faculty shall be reduced in inverse order of qualifications as determined by the University; provided that, if two (2) or more faculty members are equally qualified in the view of the University the least senior faculty member shall be reduced.

26.5 Alternate Action

In lieu of reduction, the University shall assign faculty members to vacant positions which the University intends to fill, if the faculty member is qualified to fill the position. In determining whether a faculty member is qualified to teach a course or perform a service which the University determines is to be offered, the faculty member must meet the minimum qualifications in effect at the time of layoff for initial appointment to perform such functions.

26.6 Notice to Affected Faculty

The University shall notify the affected faculty and the AAUP of the names of the persons who will be reduced, and the effective date of the reduction.

26.7 Recall and Hiring

In the event of a restoration of the complement of faculty members, or in filling new positions, the University shall, in inverse order of reductions, offer vacant positions to faculty who meet the minimum qualifications for such vacant position, and who have been reduced for a period of three (3) years or less. Selected faculty must notify the University within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

ARTICLE 27- SABBATICAL LEAVE

27.1 Purpose

The purpose of sabbatical leave is to increase long-term effectiveness through professional enrichment, thus, enhancing the quality of the recipient's contribution to the University after return. Sabbatical leave may be taken for study, professional travel, research or other scholarly activities.

27.2 Eligibility

Only a tenured faculty member may be eligible to apply for sabbatical leave. He/she must have tenure and six (6) years of continuous full-time service at the University. Faculty are eligible for a second sabbatical leave six (6) years after completing obligations from their previous sabbatical leave. Up to two (2) faculty will be eligible for sabbatical opportunities each year.

27.3 Application

Applicants must submit the "Sabbatical Leave Application" form which includes a description of the project to be undertaken during the leave. The project must show scholarly merit and contribute to the academic development and long-term effectiveness of the recipient and the University.

Applications for sabbatical leaves of absences must be submitted in accordance with the 1996 Contract and within the following specified time frame:

- For sabbatical leave which would take place during the Fall of a given year requests must be received by the Vice President for Academic Affairs/Dean of the Faculty not later than September 10, of the previous calendar year. For sabbatical leave which would take place during the Spring of a given year, requests must be received by the Vice President for Academic Affairs/Dean of the Faculty not later than January 10, of the previous calendar year.
- Any eligible faculty member may, in rare instances and/or exceptional circumstances, petition the Vice President for Academic Affairs/Dean of the Faculty to consider allowing the submission of a sabbatical leave request to the Professional Development Committee which does not meet the above noted deadlines.

Faculty requests, including a list of University resources needed for the sabbatical, must first be presented to the Department Chairperson/Director for review and recommendation.

Appropriate requests will be forwarded to the Professional Development Committee for their review and recommendation. The Professional Development Committee will forward the requests along with the committee's recommendation to the Vice President for Academic Affairs/Dean of the Faculty for final decision.

Sabbatical leave for research requires that a detailed protocol be submitted with the application. The research must result in publication and the results of any leave shall be shared with the University community.

Sabbatical leave for study must be at the graduate level, unless special exception is granted. A detailed plan of study must be submitted with the application. Course work must be started and completed during the period of the leave.

Sabbatical leave for professional travel requires that applicants do extensive traveling and study during the length of the proposed leave. The itinerary may include separate trips to various locations. A detailed plan of travel and study which explains the programmatic value to the University must be submitted with the application.

Sabbatical leave for other types of professional development and/or scholarly activities which do not fit into the above noted categories are eligible for sabbatical leave on a case-by-case basis.

The Vice President for Academic Affairs must receive in writing all changes to the detailed plan as they occur.

27.4 Approval

The selection and approval of applications for sabbatical leaves will be made: (1) according to the value of the leave; and (2) the soundness of the proposal. Approval will be contingent upon available funding.

Any disputes arising as a result of this policy shall be subject to the grievance procedure.

27.5 Reciprocal Obligation

Individuals granted sabbatical leave will be expected to adhere to the plan presented in the approved application. They must also agree in writing to return for one (1) full contract year of service immediately following that leave. Any person who does not return, or who does not remain for one (1) full contract year after returning, will be required to refund the salary received from the University during the leave. This repayment will not apply to retrenched faculty.

Within three (3) months of the beginning of the academic year following the sabbatical, the recipient will be required to present an oral and a written report to the University community.

Following the leave, the faculty will return to the position held prior to the leave. If this position does not exist, the faculty will return to a similar position.

27.6 Compensation

All individuals taking sabbatical leave will be compensated at one-half (1/2) base salary for one (1) year, or full salary for one-half (1/2) year. Faculty on sabbatical will retain full fringe benefits, including retirement contributions, as defined before leave. Time spent on sabbatical leave will accrue toward seniority and promotion.

ARTICLE 28 - OUTSIDE EMPLOYMENT AND USE OF UNIVERSITY RESOURCES

28.1 Outside Employment

A full-time faculty member may engage in a limited amount of outside part-time employment, during the contractual year provided such work does not interfere with the faculty member's required contractual duties, including non-teaching duties (such as committee work, scheduled meetings, etc.). Faculty members will inform and seek the approbation of their Department Chair/Director and appropriate Academic Dean of such outside employment. Faculty members will inform the Department Chair/Director and the appropriate Academic Dean of such outside employment. Notification will include a brief written summary of the type of employment and the name of the employer. The Academic Dean will confirm in writing receipt of the notification.

In outside activities a faculty member must take care not to affect adversely either the faculty member's own independence or the integrity of the University.

This provision is not intended to prevent faculty engaging in outside employment; however, it is intended as an acknowledgment that a full-time appointment carries with it a significant obligation to the University and its students.

28.2 Conflict of Interest

- (2) A faculty member may not engage in any conduct that constitutes a financial or other conflict of interest with the University.
- (3) University equipment, supplies, telephone, telefax, materials, clerical and other services and facilities may not be used for other than University activities. It should be understood that a faculty member's time required to fulfill his or her duties is not to be diverted to non-University interests. Faculty members may not engage in activities that establish programs that are in competition with programs of the University.
- (4) Privileged University-based information and procedures, which clearly provides an unfair advantage to any outside individual or business when dealing with the University or University initiatives shall not be used in any circumstances.
- (5) Faculty members may not use their institutional relationship to support or to imply endorsement of outside activities or products without written

University permission. Faculty members shall not use any reference to the University, its logos, trademark designs and insignia, phone numbers, facsimile numbers, electronic or conventional mail addresses and office address on any materials or documents that solicit or promote outside activities.

- (6) A faculty member shall notify the Vice President for Finance and Administration, in writing, at any time a business in which the faculty member or a member of the faculty member's family, parents (assuming known or reasonably known), spouse or children owns a 10% or greater interest is about to agree to provide goods or services to the University.
- (7) Limited part-time teaching at other schools, University or College is not considered a conflict of interest under the terms of this agreement

28.3 Confidential Information

Confidential information regarding the University faculty, staff or students shall not be divulged under any circumstances.

28.4 Violation

Violation of this article may result in disciplinary action.

ARTICLE 29 - PAST ACADEMIC PROCEDURES

The parties agree to follow significant past academic procedures that are not in conflict with this Agreement. When issues of concern arise with these significant academic procedures, they will be discussed upon request and reasonable notice such as, but not limited to, procedures to allow changes in curriculum, teaching assignments, and class sizes.

ARTICLE 30 – SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid, by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent, as if that provision had never been incorporated in this Agreement, and, in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 31 - ENFORCEABILITY

31.1 Parties to Enforcement

This Agreement shall be binding upon, and is exclusively between, the University and the Chapter. All rights and privileges claimed, under the terms of this Agreement, shall be enforceable only by the Chapter and by the University, unless otherwise specifically provided herein. It is understood, however, that the election and waiver of forum involving claims of discrimination, and those elections and waivers, are with the knowledge and consent of faculty members and their exclusive bargaining representative.

31.2 Priority of this Agreement

The rights, privileges and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into, and made part of, any individual agreement between such member and the University. In the event of conflict, between terms of any individual agreement, and the terms of this Agreement, the latter shall be controlling.

ARTICLE 32--WAGES

32.1 Introduction

In an effort to recognize professional performance and to reward performance to the extent possible in a joint effort of the parties to strive towards excellence in performance, wage increases during the term of this agreement shall be as follows:

32.2 For the academic years beginning Fall 2017 and ending Spring 2020:

Starting with the first pay period of the **2017-2018** academic year, all eligible faculty will receive a one percent (1%) increase to their base pay.

Starting with the first pay period of the **2018-2019** academic year, all eligible faculty will receive a one percent (1%) increase to their base pay.

Starting with the first pay period of the **2019-2020** academic year, all eligible faculty will receive a one percent (1%) increase to their base pay.

Wages are subject to the Salary Schedule set forth in the Side letter dated May 18, 2018 which will sunset with the expiration of this agreement pursuant to Article 35.

32.3 Unsatisfactory Reviews

The parties have agreed that faculty members receiving overall "unsatisfactory" evaluation ratings by their Department Chairperson/Director, or by the Vice President for Academic Affairs/Dean of the Faculty in the case of Department Chairperson/Director, in any given year will receive no wage increase in the following year. However, faculty members or Department Chairpersons/Directors receiving such evaluations may seek review of such evaluations through the Hearing Board procedure culminating in review by the President of the University described in Article 22.5

32.1 Promotion Raises

A one-time raise will be added to the base salary in the Fall of the year that a faculty member receives a promotion as follows:

Lecturer to Instructor	\$2,000
Instructor to Assistant Professor	\$3,000
Assistant Professor to Associate Professor	\$4,000
Associate Professor to Full Professor	\$8,000

32.2 Last Day of Employment

Faculty leaving at the end of a semester, which is defined as five working days after the last final exam day, who provide reasonable notice that they are not returning for the next contracted period will receive their normal pay through the end of the contract period.

Faculty leaving during the contracted period shall have their pay calculated on a pro-rated basis for the portion of the contract completed and paid out in the next pay period.

ARTICLE 33 - CONTRACTED BENEFITS

33.1 Outside Contracted Benefits

Contracted benefits are reviewed and renewed annually. The University recognizes and desires to provide competitive benefits at cost effective rates for all faculty. The University recognizes the potential impact of changes to contracted benefits and will work with AAUP representatives.

In order to maintain competitive benefits, changes may include, but not be limited to, change in insurance carriers, changes in benefit plans, and changes in cost sharing for co-pays and plan rates.

When the University considers a change in insurance carriers that does not impact the co-pays or plan rate cost ratios, it may make the changes at its discretion.

When the University considers a change that does impact the plan benefits, co-pays, or the plan rate ratios, it will consult with AAUP representatives. The parties shall strive to retain the then current level of benefits without an increase in cost or at the lowest possible increase reasonably possible. The University shall meet with the designated union leadership in advance of any such changes to obtain input in an attempt to minimize the impact of changes to covered members.

Should the parties be unable to reach agreement for the continuation of the coverage, the University shall contract for the continuation of the same coverage, if possible, and if additional costs are required for the coverage, the University shall pay the increase in contributions for the faculty member at the current agreed ratio for the selected plan; faculty shall pay the increase in contribution for the coverage for spouse and dependents.

HMO	The University will contribute 100% for single coverage and 70% of the premium cost for all other levels of coverage
POS 15E	The University will contribute the same level of the single HMO rate and the employee shall pay the difference of the POS single rate. For all other levels, the University shall contribute 50% of the premium cost.
Opt-Out	Faculty who wish to opt-out of medical coverage will receive a taxable credit of \$100/month payable per pay cycle

Health benefits for the term of this Agreement are as follows:

Health care benefits will begin on the first day of the month following the start date of employment with the University. Faculty who provide reasonable notice that they are not returning for the next contracted period will receive their normal pay through the end of the contract period and benefits consisting of the current election of medical, dental, and vision shall terminate on the last day of the month of the corresponding pay period. All ancillary benefits including but not limited to basic and voluntary Life, AD&D, STD, and LTD shall terminate on the last physical day worked. Faculty leaving during the contracted period shall have their pay calculated on a pro-rated basis for the portion of the contract completed, paid out in the next pay period and benefits will cease on the last day of the month for which the faculty is employed. Benefits for those who do not provide reasonable notice shall terminate on the last day of the month of their employment.

33.2 In-House Benefits

The benefits of bereavement leave, holidays, military leave, and tuition reimbursement will remain as specified in the Human Resources Policies and Procedures at the time this agreement is approved.

33.3 Retirement Benefits

The University offers a defined contribution retirement plan through TIAA/CREF. Eligible faculty may elect to contribute, by salary reduction, between 3% and 4.5% of their salary; the University will match on a 2:1 basis up to nine percent (9) in retirement funds for each year of this contract.

33.4 Family Tuition Benefits

Life-time tuition waiver for Delaware Valley University undergraduate courses will be given for the spouse and children of a full-time faculty member who has ten years or more of continuous full-time service at Delaware Valley University. Registration for these courses will follow current policy for dependent tuition waiver.

33.5 Twelve Month Faculty

A limited number of Delaware Valley University faculty, presently Librarians, with faculty status are twelve month faculty members and as such receive different benefits for sick leave and vacation

33.4 Retiree Benefits

For the purpose of medical benefits under this Article, Retirees are defined as faculty members with a minimum of fifteen (15) full years of full time service at Delaware Valley University and who have reached the minimum age of sixty (60) years.

Retirees are offered the ability to continue on the medical, dental, and vision benefits that are offered to the active faculty members under this Agreement, as long as permitted under the benefit plans offered. The retiree may continue the coverage for themselves and qualified dependents by paying for the full cost of the elected plan(s) payable to the University on a monthly basis.

The University shall provide a group level retiree benefits program for retired faculty, and eligible dependents, that reach age 65. Eligibility is based on those who have continued their benefits, without a break in coverage, through the University since retirement or for those who are retiring at the age of 65 or older. The cost of the benefits is paid directly to the University on a monthly basis.

ARTICLE 34 PAID LEAVE

34.1 Payment of Salary

Full-time faculty members will be eligible for short-term disability after one year of continuous full-time employment at the University and will receive benefits for a period of up to six (6) months.

When a full-time faculty member who is expected to be absent from work for more than ten (10) working days due to a documented disability, the faculty member will be immediately placed on short-term disability. The Department Chair/Director and appropriate Academic Dean, in conjunction with the Vice President for Academic Affairs/Dean of the Faculty, will develop a plan to cover the absent faculty member's teaching load using volunteers within the department as the first step. In cases where the department is unable to fulfill the responsibilities for the classes, the Vice President for Academic Affairs/Dean of the Faculty in conjunction with the Department Chair/Director and appropriate Academic Dean may seek the services of adjunct or temporary faculty to fill the position. Additional costs resulting from the hiring of adjunct or temporary faculty to teach the classes will be covered by the University.

34.2 Short Term Disability

After being absent from work for ten (10) working days, Faculty members on short-term disability will be compensated according to the following:

Years of Service	Compensation
0 to 6 years	60% of base pay
7 to 20 years	80% of base pay
Over 20 years	100% of base pay

Faculty members on short-term disability shall continue to receive normal University benefits up to a period of six (6) months with normal payroll deductions as with active faculty as defined under Article 33.

When a faculty member is ready to return to full-time employment from short-term disability, the department Chairperson/Director, in consultation with the appropriate Academic Dean and Vice President for Academic Affairs/Dean of the Faculty, will determine how to handle the remaining time of the semester.

34.3 Appointed Physician

When a faculty member is placed on short-term disability, the University reserves the right to appoint a physician, who will examine and make a determination as to the status of the individual in question, their ability to perform their contractual duties at the time of the examination, and the prognosis of a timeline to resume their contractual duties

34.4 Long-Term Disability

Qualified faculty are eligible to participate in the University's Long-Term Disability policy. Full details and information regarding the qualification and benefits of this policy are available in the Human Resources Policies and Procedures Manual.

34.5 Family and Medical Leave Act Provision

The University will comply with all rules and regulations established in accordance with the Family and Medical Leave Act. The Family and Medical Leave Act allows for twelve (12) weeks of job protected unpaid leave for certain family situations and up to twenty-six (26) weeks of job protected unpaid time off to provide military caregiver leave for eligible faculty. FMLA will run concurrent with other paid absences including Paternity Leave, Short Term Disability, and Worker's Compensation. Full details regarding the University's policy on FMLA can be found in the Human Resources Policies and Procedures Manual

34.6 Parental Leave

The University will offer family leave for maternity, paternity, and adoption to faculty members who have completed one full year of continuous service. The faculty member will be eligible for up to six continuous weeks of paid time off that will begin with the birth or adoption of a child. Six continuous weeks excludes holidays, closures or other days when faculty is not expected to be on campus.

Women will be eligible to begin the six-week period before the birth if medically required by her doctor concurrent and in compliance with the FMLA.

Parental Leave runs concurrent with FMLA as stated in section 34.5. Full details are available in the Human Resources Policies and Procedures Manual.

If both parents are employees of the University the period cannot exceed six continuous weeks total of paid parental leave and twelve (12) weeks total of FMLA.

Faculty must notify the Human Resources office at least 12 weeks before the due date for a birth. In the case of adoption, a faculty member must notify the Human Resources office immediately when an adoption application is accepted by the receiving agency and shall continue to update the Human Resources office concerning the progress of the adoption in order to insure the University has as much time as possible to cover absences.

ARTICLE - 35 TERM OF AGREEMENT

35.1 Option for Discussion

This Agreement represents the complete product of collective bargaining between the Parties and the full Agreement by the parties with respect to wages, hours, and all other conditions of employment which shall prevail during the term of this Agreement, including those portions of the Personnel Manual that pertain to the faculty. However, the Parties agree that during the Term of this Agreement, both or either party, may desire to discuss terms or the application of terms of this Agreement or issues not encompassed by this Agreement. While discussions shall not constitute a "reopening" of this contract or any term thereof, the Parties will meet and discuss, in good faith, conditions of employment upon reasonable request during the life of this Agreement.

35.2 Modification of Contract

This Agreement cannot be modified, amended, added to, or subtracted from, except by an instrument, in writing, signed by the University and the Chapter. No grievance or arbitration determination shall be deemed to affect a modification or alteration hereof.

35.3 Length of Contract

This Agreement shall be effective beginning the first day of the Fall 2017 Semester and ending the day before the beginning of the Fall 2020 semester. Procedures, policies and/or practices (as detailed in this Agreement), other than issues related to wages, shall come into effect upon ratification by both parties. Issues related to wages, as stated in Article 32, shall be in effect for the full term of the Agreement. Negotiations for the next contract between the University and the AAUP Chapter at Delaware Valley University will begin no later than the month of November 2019 with an effort to conclude prior to March 1, 2020 or the issuance of individual faculty contract letters.

SIGNATURES

In witness whereof, the parties here to have executed this agreement is 18th day of MAY, 2018.

For Delaware Valley University:



Majid Alsayegh
Chairman of the Board of Trustees



Dr. Maria Gallo
President



Jennifer M. Sauer
Vice President for Finance & Administration

For the Delaware Valley University
Chapter of the AAUP:



Edward Sambriski, PhD
President, DVU AAUP Chapter



Tracy P. Hunt, JD
Vice President, DVU AAUP Chapter
Negotiating Team Chairperson