BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025237

RE: APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GORMAN, VERSACI, LAWLER, KAUL, and BRENDLI offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2025, through August 31, 2029, with the Full-Time Unit of the Dutchess United Educators, and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2025 – 2029, and

WHEREAS, the Legislature has before it a copy of said proposed collective bargaining agreement that has been approved by the Dutchess Community College Board of Trustees, and

WHEREAS, by resolution No. 2026-18 dated October 28, 2025, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature, now, therefore, be it

RESOLVED, that the collective bargaining agreement, between Dutchess Community College Board of Trustees and the Full-time Educators' Unit of the Dutchess United Educators, which contract covers the period September 1, 2025, through August 31, 2029, is hereby approved as to terms and substance.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date DEC. 24, 2025

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 17th day of December 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 17th day of December 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:

Prepared by: Lisa Keto Prepared On: 11/10/25

Dut.pdf

RESOLUTION NO. 2026-18 Board of Trustees, Dutchess Community College
October 28, 2025

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M. Dupree offered the following resolution and moved its adoption:

WHEREAS, existing bargaining agreements between Dutchess Community College and Dutchess United Educators (DUE) expired on August 31, 2025, and

WHEREAS, the College and DUE have come to agreement on the terms of a successor contract for the full-time DUE membership for the period September 1, 2025 through August 31, 2029, as outlined in the attached Memorandum of Agreement (MOA), which shall be attached to the official minutes on file, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said MOA, and be it

FURTHER RESOLVED, that said MOA be forwarded to the Dutchess County Legislature for its consideration and approval.

* * * * *

Seconded by D. Cloud- Motion Carried Unanimously

# MEMORANDUM OF AGREEMENT

## BY AND BETWEEN

## DUTCHESS UNIT EDUCATORS (FULL-TIME)

**-and-**

## DUTCHESS COMMUNITY COLLEGE

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period of September 1, 2020 through August 31, 2025 be extended for a period of four (4) years. The new Agreement shall commence September 1, 2025 and expire August 31, 2029. The predecessor contract shall remain unchanged except as modified below:

1. **Page 11, Modify Article 5.09(b), Sick Days, as follows:**

5.09 b) Sick Days

The Board of Trustees agrees that educators with 12 month responsibilities shall be granted twelve working days sick leave with pay for each year of service. **Educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service.** Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall be in 15 minute increments.

2. **Page 14, Modify Article 5.12(b)(i), Parental Leave, as follows:**

b) Qualification Requirements for use of Parental Leave

i. Parental Leave applies to full time, regularly appointed educators who have been employed with the College for a period of no less than two years. Educators who have been employed with the College for less than two years are eligible for unpaid parental leave using the same guidelines as the FMLA. **Part-time work shall be counted toward the two (2) year eligibility requirement under the following formula: (1) For NTEs, each year of part-time service shall count as a ½ year of full-time service, provided that an NTE was regularly scheduled to work at least ½ the schedule of a full-time NTE; and (2) For Faculty, each 15 contact hours shall count as a ½ year of service.**

3. **Page 15, Modify Section 5.12(d) as follows:**

d) Use of Accrued Benefit Time to Supplement a Paid Parental Leave

i. In addition to the 8 calendar weeks of Paid Parental Leave, educators may use accrued benefit time~~, with the exception of sick leave,~~ to supplement the leave. All anticipated use of accrued benefit time should be clearly indicated in the Plan for Parental Leave.

ii. Use of accrued benefit time may not extend the total Paid Parental Leave to more than six months. Available accrued benefit time will not impact the approval of, or length of, the Paid Parental Leave.

4. **Page 16, Revise Section 5.12(g), Sick Leave, as follows:**

g) Duration of Parental Leave Provision

Parental Leave benefits provided under this Section shall expire on August 31, **2029** ~~2025~~ with the expiration of the Contract. If the successor collective bargaining agreement does not include a provision for paid parental leave, then the parental leave policy would revert to the prior parental leave policy contained in the 2016-2020 CBA (Section 5.12).

5. **Page 10, Revise Section 5.08(g), Sick Leave, as follows:**

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent **or parent-in-law (biological, adoptive, step or foster)**, spouse/domestic partner, or child **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability)**. The term "domestic partner" shall be defined in accordance with the ~~New York State Public Health Law Section 2961~~**Dutchess County Local Law 2-2022**, as amended from time to time.

6. **Page 12, Revise Section 5.09(g), Sick Leave, as follows:**

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent **or parent-in-law (biological, adoptive, step or foster)**, spouse/domestic partner, or child **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability)**. The term "domestic partner" shall be defined in accordance with the **Dutchess County Local Law 2-2022** ~~New York State Public Health Law Section 2961~~, as amended from time to time.

7. **Page 7, Revise Section 5.06(d), Compensatory Time for NTEs, as follows:**

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job-related work required to be performed outside of the Non-Teaching Educator's regular work schedule.

Such additional required work, whenever feasible, using the College's provided form must be preapproved by the Non-Teaching Educator's supervisor and the division VP or designee.

Compensatory time is cumulative up to a maximum of **10** ~~7~~ days per fiscal year. The College's unit for computation of accrual shall not be less than one-half hour. Required attendance on a non-work day will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 90 days of the new fiscal year and shall **be paid out if not used by that date.** ~~not be liquidated in cash at any time.~~

8. **Page 18, Insert new subsection (l) under Article 5.17 entitled "Bereavement Leave for Half-Time Lecturers" as follows:**

**l) Bereavement Leave for Half-Time Lecturers**

**Half-time lecturers shall be granted bereavement leave of one class hour per semester for each class hour taught per week.**

9. **Page 9, Revise Article 5.07, Bereavement Leave, as follows:**

Bereavement leave is the absence due to the death of an educator's ~~mother, father,~~ **parent or parent-in-law (biological, adoptive, step or foster),** ~~mother-in-law, father-in-law, husband, wife,~~ **spouse,** domestic partner, siblings, children **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability), second-degree relative (e.g.** grandparent, grandchild, **aunt, uncle, etc.)** ~~or~~ other dependents, or household members. Educators may use up to four (4) paid bereavement days for each loss.

10. **Page 59, Revise Article 9.02, Electronic Timekeeping System, as follows:**

~~Effective Fall 2018, the College will implement the use of the College's electronic timekeeping system to track leave benefits for full-time teaching educators. The electronic system will replace the current manual process using the FT Faculty Absentee Report. Faculty will be~~ **Full-time Educators are** required to ~~only~~ use the **College's electronic timekeeping** system to report a day absent, selecting the type of benefit leave to be used (sick, personal, etc.). Faculty will not be required to report daily time in and out. **Non-Teaching Educators will be required to enter their**

**daily total hours worked. Compensatory time can only be earned when the Compensatory Time Request form has been submitted and approved prior to the time worked.** Supervisors or their designees will be required to approve the time off submissions.

Earnings, usage, donations, and balances of leave benefits will be available and displayed through the electronic system.

11. **Page 60, Create new Article entitled "Grant Funded Educator Positions" which provides as follows:**

Section 1: A grant funded position shall be defined as a position that was created from the proceeds of a grant where at least 1/3rd of the educator's salary is drawn from the grant. A grant funded position shall not include educators in existing positions **as of the date of ratification of this Memorandum of Agreement** who are transferred over to grant funding temporarily.

Section 2: A grant funded educator may only be appointed to a grant-funded position in increments of one year or less, regardless of the duration of the grant.

Section 3: The tenure and promotion provisions of Section 7.03(g) shall not be applicable to grant funded teaching educators.

Section 4: The provisions of Section 7.07 Non-Renewal of Appointments of Non-Tenured Teaching Educators shall not be applicable to grant funded teaching educators.

Section 5: The College may only remove a grant-funded educator during their one-year appointment with cause and by application of the disciplinary procedure provided in Article 7.13, Section 4 – Disciplinary Procedure. However, if the basis for removal during their one-year appointment is due to a loss of funding for the position, the decision to terminate the appointment shall not be subject to the grievance procedure, but the grant-funded educator shall be provided with one month's written notice of such termination.

Section 6: The retrenchment provisions of Section 7.10(a) shall not be applicable to grant funded educators.

Section 7: A grant-funded faculty member who has served 2 or 3 years in a full-time grant-funded position who is appointed to a tenure-track position may apply up to one-year toward the 5 years required for the continuing appointment decision.

12. **Page 50, Revise Section 7.14, Department Chair Appointment and Nomination Procedures as follows:**

7.14 Department Chair Appointment and Nomination Procedures

Department Chairs are appointed by the President of the College to serve for three-year terms.

Typically, elections shall be held within a department to nominate a Department Chair every three years:

(1) The Office of ~~Vice-President for~~ Instruction and Learning shall call for letters of interest prior to the first department meeting after the start of classes in the spring semester. Any tenured faculty member who has a willingness to serve submits a letter of interest to ~~OAA~~ **Office of Instruction and Learning** within a two-week period from the call for letters of interest.

(2) If there are no tenured faculty who have come forward within the department at the end of a two week period, a call for letters of interest will open for **an** ~~one~~ additional week for non-tenured full-time faculty within the department.

(3) If there are no letters of interest from full time faculty for Department Chair within a Department, a call for letters of interest will open for an additional week for tenured faculty from any Department of the college.

(4) The most senior member of the departmental faculty not seeking the position of Department Chair shall call and conduct a meeting of departmental ~~full-time~~ **full-time** faculty for the purpose of determining the department's nomination for Department Chair.

a. This meeting shall take place no later than 2 weeks after the close of call for letters.

b. The announcement shall be in writing and must be issued at least seven working days in advance of the meeting. Accompanying the notice of the meeting will be a list of candidates and their letters of interest.

c. A quorum for the meeting shall consist of a minimum of 60% of the members of the department.

d. At the meeting, candidates will be given the opportunity to address their departmental colleagues for ten minutes or less regarding their candidacy.

e. Only ~~full-time~~ **full-time** faculty within the department and present at the meeting may vote.

f. Voting will be by secret ballot, providing a list including the candidates' names and a choice for "none of the above". Each person will select one of the choices on the list.

g. A departmental subcommittee of at least two members shall collect the ballots and deliver them in a sealed envelope to the Office of ~~Vice-President for~~

Instruction and Learning **or their designee**. Ballots will be counted by the Office of ~~Vice President for~~ Instruction and Learning in the presence of the subcommittee.

(5) Within two business days, the Office of ~~Vice President for~~ Instruction and Learning will forward the results of the department vote to all ~~full-time~~ **full-time** department faculty.

(6) The Office of ~~Vice President for~~ Instruction and Learning shall forward the results of the department vote along with the recommendation of the Vice President for Instruction and Learning to the President.

(7) Typically, the President of the College will appoint the department's nominee to the position of Department Chair no later than April 15. Should the President choose to appoint a Department Chair who was not a candidate with plurality support within the department, the President shall share the reasons for the decision in writing with all full-time faculty members of said department.

**If "none of the above" receives plurality support in the department vote, a revote shall take place in which the voting process is repeated, provided that all steps of the voting process can be completed prior to the last day of faculty obligation. If such a revote is necessary, the time frames afforded the revote may be shortened to ensure the process can be completed in a timely manner. In the event that a department has only one tenured faculty member willing to serve, and "none of the above" received plurality support in the department vote, the revote process begins with step 2 above.**

In the event of an unplanned vacancy, the President may appoint an interim Department Chair **based on consultation with the full-time faculty in the department (and in consideration of any votes that have taken place)**. In that case, the departmental nomination process will be completed as soon as possible within the confines of the academic calendar. An interim Department Chair shall not serve more than one full semester without consultation with the full-time faculty in the department.

~~For the initial implementation, the departments chair nomination cycle shall be determined by seniority of existing department heads with approximately the same number of Department Chairs appointed over the three years beginning with Spring 2017.~~

~~(Specifically, beginning in the spring term of 2017, voting will take place in the Allied Health and Biological Sciences Department, the English and Humanities Department and Performing, Visual Arts and Communications Department. In spring of 2018, voting will take place in the Business Department, Engineering, Architecture, and Computer Technologies Department, History, Government and Economics Department and Nursing Department. In spring of 2019, voting will take place in the Behavioral Science Department, the Mathematics and Computer Science Department and the Physical Science Department.)~~

13. **Page 32, Revise Section 6.11, Responsibilities and Pratices of Educators:**

A. Change heading from "Workweek for Non-Teaching Educators" to "Work Schedule for Non-Teaching Educators"

B. Replace "ratification of MOA" with the date of the ratification of the MOA which is August 22, 2022.

14. **Page 63, Modify Appendix B, Salary Schedules, as follows:**

Add the following steps to the salary schedule:

| Title/Group | Steps to be Added * | Increment Value |
|---|---|---|
| Group B | Step 25 | $1,450 |
| Instructor (Group A) | Step 25 | $1,676 |
| Nursing Instructor | Step 25 | $1,934 |
| Assistant Professor (Group 1) | Step 27 | $1,895 |
| Associate Professor (Group 2) | Step 29 | $2,116 |
| Full Professor (Group 3) | None | N/A |

* For the newly added steps, faculty and NTEs shall only move one step per year regardless of the number of years that the faculty member or the NTE has been on the top step.

Change heading on the column for steps from "level" to "step."

15. **Page 35, Modify Article 7.02, Faculty Evaluation Process, as follows:**

Article 7.02 — ~~Faculty~~ **Educator** Evaluation Process

a) Purpose

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, faculty **and non-teaching educators** are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. An evaluation of ~~faculty~~**an educator** shall be based on total professional performance.

**(new line feeds to move this CBA language to its own paragraph)** The evaluation of a full-time faculty member is conducted by the faculty member's department chair. An exception is for a full-time faculty member serving as department chair. In that case, the faculty member's evaluation is conducted by the Office of Vice President for Instruction and Learning.

**The evaluation of a non-teaching educator is conducted by the non-teaching educator's direct supervisor using forms as provided by the Office of Human Resources. Notice to DUE for the creation of the non-teaching educator evaluation form for the 2026-2027 academic year shall be six (6) months. Each year thereafter, the College will notify DUE one (1) year in advance of any changes to the non-teaching educator evaluation forms. The College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes. Edits submitted by DUE and agreed to by the College can be made within nine (9) months of implementation. The final decision on the non-teaching educator evaluation form is the College's and any changes to the form would not be subject to the grievance procedure. The timeline for non-teaching educator evaluations is located in Appendix K.**

b) **Faculty** Evaluation Process

The primary component of the evaluation process is the Professional Development Report which provides detailed information concerning the three aspects of faculty: teaching, service, and scholarship. Classroom observations and student surveys of teaching are a part of the process to supply first-hand information about the faculty member's teaching practice. The process also includes review of procedural responsibilities of faculty.

Detailed information about the Professional Development Report and process is located in Appendix C, requirements for syllabi is located in Appendix D, classroom observation process in Appendix E, student survey of teaching process is located in Appendix F, student survey of teaching form is located in Appendix G, and guidelines to address faculty evaluation recommendations is located in Appendix H. The processes described in Appendices C through H will be implemented starting in fall 2017.

**[ADD NEW] APPENDIX K - Timeline for Evaluation of Non-Teaching Educators**

**The timeline details actions required during the NTE's provisional period (first 12 months of full-time employment unless extended for approved leaves of absence or by mutual agreement between the College and the Union) through to the date of eligibility for earning a three-year appointment. After the first year, an evaluation using the PDR for Non-Teaching Educators is completed every year. NTEs on a three-year appointment are evaluated once every three years in the third year of that appointment.**

| **Month of Employment** | **Action by Supervisor** | **Resulting Consequence** |
|---|---|---|
| **Months 1 and 2** | **Could be** given an Initial Performance Appraisal Letter, a "formal, written performance appraisal outlining satisfactory performance and areas requiring | May be removed from their position for only gross misconduct. |

| | | |
|---|---|---|
| | improvement." | |
| **Month 3** | **Must be** given an Initial Performance Appraisal Letter, a "formal, written performance appraisal outlining satisfactory performance and areas requiring improvement." | **If** there is a determination of unsatisfactory service, the employee may be placed on warning and notified of possibility of termination of employment.<br><br>Supervisor will outline an Improvement Action Plan and **timeframe** for follow up to review progress. |
| **Months 4 - 9** | "If the employee fails to meet the improvement action plan requirement within the outlined time frame, the employee may be terminated for unsatisfactory performance or misconduct…" | Received at least two weeks of notice for termination |
| **Months 10 through 12** | "During the final three months of the provisional period, continued satisfactory performance of the employee will be evaluated and documented. | Receive at least one month's notice of termination |
| **Month 12** | Supervisor must hold a formal evaluation, using the Assessment of Provisional Period form | Is evaluated based on how the individual has acclimated to the campus, communicates internally and externally, and understands and works within College goals |
| **Month 13** | Employee is granted one-year regular employment status. | Start date is initial start date.<br><br>Employee is entitled to at least 12 months of notice of non-renewal or one month notice if employed through a grant or externally funded program subject to and in accordance with Section 7.11(b). |
| **Months 24 and 36** | Annual PDR | Employee is granted one-year regular employment status. |
| **Month 48** | Annual PDR | After 3 years of positive evaluations and recommendations for merit increases, employee is eligible for a Three-Year Appointment. |

16. **Pages 35-37, Modify Article 7.03 Promotion of Teaching Educators as follows:**

7.03 Promotion of Teaching Educators

a) Commitment to Sound Policy of Appointment and Promotion

The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

b) Committee on Promotion and Tenure

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of ~~10~~ **one (1)** tenured faculty member ~~one~~ from each department, with ~~one-half~~ **either four or five** elected annually by the teaching educators. Each department **receives the list of faculty members in that department eligible to serve on the Promotion and Tenure committee and** will elect its representative through a process conducted by the office of the Vice President for Instruction and Learning or their designee. Department Chairs will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of their candidacy for promotion.

c) Departmental Consideration for Promotion and Tenure

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall **submit their application ~~(see Appendix X)~~ for consideration**~~be considered~~ by a committee composed of the Department Chair and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees **and distributed to all full-time faculty at the start of each academic year. The College will notify DUE six months in advance of any changes to the application and the College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes.**

d) ~~Departmental Recommendations~~**Consideration of Candidates by the Committee on Promotion and Tenure**

~~All d~~**D**epartmental recommendations **are included as part of each candidate's completed application and all completed applications** shall be forwarded ~~in writing~~ to the Committee on Promotion and Tenure. Department Chairs who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along

with the candidate, to appear before the Committee to support their recommendations. A Department Chair may be accompanied by an additional staff member of their choice. Department Chairs may also be required to justify their failure to recommend an eligible teaching educator for promotion.

**The P&T Committee convenes, elects a chair, and receives all applications no later than 15th of December.**

e) Recommendations from Committee on Promotion and Tenure

**Following initial deliberations, the P&T Committee Chair shall conduct a vote separately for each applicant. Committee members shall vote "recommended" or "not recommended" on each applicant for tenure. Committee members shall vote "recommended" or "not recommended" on each applicant for promotion. Should any vote not be unanimous, deliberations will continue. After deliberations, should the second vote not be unanimous, then applicants are considered "recommended" or "not recommended" based on the result (majority) of the second vote.**

The Committee on Promotion and Tenure shall forward, in writing, its recommendations to the Vice President for Instruction and Learning or their designee. The Vice President for Instruction and Learning or their designee shall carefully consider the recommendations of the **P&T** Committee and shall thereafter forward **the recommendations of both the VP of I&L and the P&T Committee**~~their recommendations, together with the Committee's recommendations,~~ to the President. The President**, in making their own recommendations,** shall carefully consider the recommendations of the **P&T** Committee **and the VP of I&L** and shall thereafter forward **their all**~~their~~ ~~**three sets of**~~ recommendations~~, together with the Committee's recommendations~~, together with the Committee's recommendations to the Board of Trustees.

f) Public Notice of Promotion and Tenure

Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

g) Eligibility for Tenured Appointments

Eligibility for tenured appointments is set at no more than six years of full-time teaching at the College.

17. **Pages 22-25, Modify Article 5.22, Contract Sick Leave Bank, as follows:**

- A unit member's ability to use sick leave bank would be capped at 120 work days per 2 year period
- Language about a sunset clause is to be deleted.

18. **Pages 7 and 13, Modify Article 5.06(c), Personal Leave, and Article 5.11, Personal Leave for Teaching Educators, as follows:**

5.06 c) Personal Leave

The Board of Trustees shall grant non-teaching educators ~~four~~**five** days of personal leave credit per academic year. ~~In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement.~~ Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. To facilitate proper staffing and smooth operation of College offices, non-teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators ~~three~~**four** days of personal leave credit per academic year. ~~In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement.~~ Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. To facilitate proper staffing and smooth operations of College offices, teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

19. **Page 25, Modify Article 6.02, Dates of Professional Obligations, as follows:**

6.02 Dates of Professional Obligations

The professional obligations of teaching educators shall include no more than five working days beyond the time between the first day of classes in the fall and graduation in the spring. The specific dates of obligation will be stated in the academic calendar.

Department Chair days of obligation shall include all days of faculty obligation. The College recognizes that the role of Department Chair involves some work during the summer months. Therefore, the College will compensate Department Chairs for **one hundred forty (140)** ~~seventy (70)~~ hours at the ~~non-teaching~~ rate **for non-job related work**. **As part of those one hundred forty hours, a** maximum of fifteen hours will be scheduled in consultation with the Office of Vice President for Instruction and Learning. Payment will be tendered in the last payroll of the fiscal year.

The professional obligations of non-teaching educators shall be from September 1 until the following August 31.

20. **Pages 42-43, Modify Article 7.08 a)1, Non-Teaching Educator Provisional Employment Period, edited as follows:**

7.08 Non-Teaching Educator Provisional Employment Period

The purpose of a provisional period for full-time Non-Teaching Educators is to allow the College sufficient time to evaluate a new employee's performance before regular employment status and the contractual obligation regarding notice of separation are granted.

a) Procedure

1. Any employee hired into a full-time Non-Teaching Educator position will serve a maximum of twelve (12) months provisional period of service **(refer to Appendix K for evaluation timeline)**. This process is not applicable to promotional appointments or position upgrades from other DUE-covered full-time positions.

21. **Page 4, Modify Article 4.02, Release Time for DUE Leaders, as follows:**

4.02 ~~Release~~ **Reassigned** Time for DUE Leaders

a) DUE President

A teaching educator serving as President of DUE will be ~~released~~ **reassigned** from fifty percent of annual contractual load to be distributed between Fall and Spring semesters. **If the DUE President is an NTE, they shall be provided with 154 hours of reassigned time from their full-time workload.** The cost to cover the reassigned time/**workload** will be equally shared by DUE and the College.

**In the case that the President of DUE is an NTE, the following shall apply:**

- **The NTE will work with their direct supervisor to create an outline of reassigned time usage.**
- **The direct supervisor and the NTE will identify the person(s) most appropriate to subsume the NTE's work, with HR's approval. The NTE's work can be reassigned by the College to a unit or non-unit member, for the specific time requested by the NTE, for the term of their presidency. The reassignment of this work is non-precedent-setting and does not forfeit the Union's right to this work.**
- **The NTE will account for the usage of reassigned time using the designated code within the electronic time-keeping system. This will be tracked with a form until a unique code can be created in the electronic time-keeping system.**

**Only one person at a time shall be awarded reassigned time for union presidential duties.**

22. **Page 37, Modify Article 7.04, Promotion for Non-Teaching Educators, as follows:**

7.04 Promotion of Non-Teaching Educators

(a) Commitment to Sound Policy of Promotion

The Board acknowledges a commitment to a professionally sound policy of promotion for Non-Teaching Educators based on professional progress, Professional Development Reports (PDR **for Non-Teaching Educators, see Appendix K**), contribution to the college and/or achievement. To this end, each year the Board will provide for the promotion of those full-time Non-Teaching Educators who are eligible and qualified for promotion to the extent that budgetary criteria permit.

(b) ~~Granting~~ Promotional Increments

Non-Teaching Educators who have met the minimum qualifications for a given group will be eligible to be considered for a promotional increment according to the guidelines described in Appendix I. **A promotional increment provides up to a three (3) step increase within a given salary group.**

~~(c) Other Promotion Processes~~

~~The Administration and DUE will complete discussion of other promotional opportunity processes for Non-Teaching Educators and create a MOA through Labor Management discussions within one year of the 2016-2020 contract ratification.~~

(c~~d~~) Public Notice of Promotion

Notice of promotion shall be publicly announced within a reasonable time after the individuals concerned are notified.

(d~~e~~) Job Audits ~~Request~~

Requests for job audits must be approved by the Non-Teaching Educator's Vice **President** and submitted to the Office of Human Resources. **Not more than once in thirty (30) months, any member who has a demonstrable and substantial change in job functions or responsibilities, and who requests a job audit, shall have their job re-evaluated. To determine the position's proper pay and title classification, the job audit shall begin with the job analysis questionnaire, which will be completed (a) by the incumbent where they have been in the job 24 months or more, or (b) by the immediate supervisor at any time. The job analysis questionnaire shall be created by the Office of Human Resources within three (3) months of the ratification of the Memorandum of Agreement. The Office of Human Resources shall solicit input from the Union President prior to finalization of the questionnaire. The request**

**for a job audit must be acknowledged and the review process must begin within ninety (90) days of the request being received.**

**The completed job analysis questionnaire and a letter of support from the member's supervisor will be submitted to the Office of Human Resources for a review. This review process is comparative and based on job duties, the level of responsibility, and skill. A determination will be made as to which pay and/or title classification is most suitable for the position. The findings could be that the position should be retained in its current classification or reallocated to a different classification.**

**The job audit findings are issued to the employee with a copy to DUE generally within 60 days of the request.**

**The decision to grant an employee's request for job reclassification is subject to the approval of Human Resources and the denial of such approval by Human Resources is not subject to the grievance procedure. Any job reclassification shall take effect from the date that the employee submitted the request for the job audit.**

**(e)**~~(f)~~ Salary Group

Non-Teaching Educators who are promoted to a new salary group as the result of **promotion or** a job ~~re-evaluation~~ **audit** will be moved horizontally on the salary schedule.

**(f) Internal Posting of Non-Teaching Educator Job Opportunities**

**When a Non-Teaching Educator position at the College becomes vacant, or a new NTE position is created, and the College plans to fill such position, a vacancy/opening announcement shall be posted internally, through email, one week prior to posting the position externally.**

23. **Page 5, Modify Article 5.02, Tuition Reimbursement, as follows:**

Article 5.02 — Tuition Reimbursement shall be edited as follows:

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Office of Vice President for Instruction and Learning for teaching educators and by the **Area Vice** President for non-teaching educators.

For each year of this Agreement, the sum shall be $35,000, not including SUNY waivers. Limitations shall be ~~$2,000.00~~ **3,500** per year including SUNY tuition waivers and tuition reimbursement to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for this policy will be determined by the College and shared in writing with DUE.

24. **Page 6, Modify Article 5.03, Tuition Waiver, as follows:**

The added sentence shall be included in each of the other contract provisions in which "domestic partner" is referenced (5.07 Bereavement Leave, 5.08(g) Sick Leave for Teaching Educators, Uses of Accumulated Sick Leave, and 5.09(g) Sick Leave for Non-Teaching Educators, Uses of Accumulated Sick Leave.

The College shall provide a tuition waiver program for full time educators, their spouses, **their domestic partners,** dependent children, and dependent stepchildren. **The term "domestic partner" shall be defined in accordance with Dutchess County Local Law 2-2022, as amended from time to time.** The waiver of tuition shall be limited to a total budget amount of $150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit.

25. **Page 18, Modify Article 5.17, Early Retirement, as follows:**

Concurrent with contract ratification, the College and the Union agree to a one-time MOA to provide an early retirement incentive with the Articles provided below.

I. There shall be a one-time expanded window for eligibility for the early retirement incentive at 50% of the eligible educator's final academic year salary. Educators whose age is 65 years or more are not eligible for early retirement. Eligible educators whose age plus service is at least 75 years but less than 85 years, as of the effective date of their retirement, shall be eligible for this retirement incentive, provided that:

   1. they submit their letter of retirement to the Office of Human Resources between the execution of this Agreement and no later than 5:00 p.m. on **November 15, 2025**; and
   2. their retirement is effective between May 15, 2026 and August 31, 2026.

II. Other than this expanded window to qualify for the early retirement incentive, all other provisions of Article 5.17 apply to educators that qualify for this one-time incentive, except (d), (e), and (h).

III. Any unit member interested in setting their day of retirement earlier than May 15, 2026, may request an earlier date, not earlier than January 1, 2026, to be considered by the College President. Denial of such a request is non-grievable.

IV. The above actions and statements are taken and given under recognition that they are mutually beneficial and shall not be precedent setting or binding in any other matter.

26. **Pages 53, Modify Article 8.01(b), Overload Teaching, as follows:**

Article 8.01 (b) — Overload Teaching shall be edited by adding the paragraph provided below at the end of Article 8.01(b) Overload Teaching.

**When full-time Non-Teaching Educators are approved to teach credit courses by the respective academic department, they serve in that teaching role as a part-time teaching educator and that work is wholly governed by the collective bargaining agreement (CBA) between the College and DUE's Part-Time Bargaining Unit. This includes appointment, re-employment, evaluation, and salary but excludes benefits, other than Professional Leave, specifically provided for part-time teaching educators. Non-Teaching Educators seeking to teach a course during their regular work schedule must request written permission of their Supervising Vice President for a schedule adjustment. Full-time Non-Teaching Educators are assigned to the rank of instructor at step 1, unless they hold a terminal degree, in which case they would be assigned to the rank of assistant professor at step 1. If a Non-Teaching Educator has taught at least 30 contact hours at the College, then the NTE will be placed at step 2 in the appropriate rank.**

27. **Page 56, Modify Article 8.01(h), Remuneration for Non-Job Related Assignments, as follows:**

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Office of Vice President for Instruction and Learning shall be at the rate of ~~$35 per hour for those who are in their first or second semester of full-time employment, and at the rate of~~ $40 per hour ~~for those who are in their third semester or more of full-time employment~~. **Effective September 1, 2027, the rate shall be increased to $45 per hour.**

28. **Page 58, Modify Article 8.01(k), Duties Other than Classroom Teaching, as follows:**

Duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course; **for serving as Faculty Assessment Leader, half the teaching educator's annual teaching load per year; for serving as Layout Artist and Design Consultant for Student Publications, two contact hours in fall and three in spring; for serving as Director of Forensics (Debate), three**

**per semester; for serving as Chemical Hygiene Coordinator, 1.5 per semester; for coordinating the Nursing Preceptor Program, 1.5 per semester; for coordinating the Phi Theta Kappa chapter, three per semester; for coordinating and supervising the Ceramics Lab, three per semester; for serving as Director of Food Pantry, three per semester, and 1.5 for summer; for Music Lesson Coordinator, three per semester; for Music Lab Maintenance, one per semester; for Public Health Lead, 1.5 per semester; for supervising the ARC Graphics lab, three per semester; for Lab Nursery School Supervision, one per semester; for FAA Reporting for AVI, four per semester; for CASAC Coordinator, three per semester.**

**Nothing herein shall require the College to maintain the aforementioned duties or to utilize a full-time unit member when the work has not been exclusively performed by bargaining unit members. Part time unit members may also perform the work in these positions.**

Should the College choose to hire a full-time **teaching** educator for any of the above-mentioned duties, **whenever possible, the College will support the educator's department so that the teaching educator may be compensated with the reassigned time. However, any hour, or fraction of an hour, of overload** ~~it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the overload payment schedule, and those not certain of full teaching loads who~~ will be paid on the overload payment schedule.

**For any duties undertaken for an academic year or more, the time commitment will be reviewed annually and compensation adjusted accordingly. Additionally, the College maintains the discretion to evaluate unit members in these "other than classroom teaching duties" on an evaluation process established by the College and with input from DUE.**

29. **Page 17, Modify Article V, Benefits for Educators, Section 5.15(b) Employee Contribution, as follows:**

b) Employee Contribution

~~Effective September 1, 2018, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:~~

| ~~**Educator Contributions to Health Care Plan Monthly Premiums**~~ ~~Effective September 1, 2018~~ | | |
|---|---|---|
| ~~**Plan Type**~~ | ~~**Individual Coverage**~~ | ~~**Family Coverage**~~ |
| ~~BC/BS Healthy Advantage~~ | ~~4%~~ | ~~12.5%~~ |
| ~~BC/BS EPO 20~~ | ~~2%~~ | ~~8%~~ |

Effective January 1, 2023, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:

| **Educator Contributions to Health Care Plan Monthly Premiums** Effective January 1, 2023 | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| BC/BS Healthy Advantage | 4.5% | 18% |
| BC/BS EPO 20 | 2% | 8% |

**Effective January 1, 2026, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

| **Educator Contributions to Health Care Plan Monthly Premiums Effective January 1, 2026** | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| **BC/BS Healthy Advantage** | **10%** | **20%** |
| **BC/BS EPO 20** | **2%** | **8%** |

**Effective January 1, 2027, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

| **Educator Contributions to Health Care Plan Monthly Premiums Effective January 1, 2027** | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| **BC/BS Healthy Advantage** | **15%** | **20%** |
| **BC/BS EPO 20** | **3%** | **9%** |

**Effective January 1, 2028, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

| **Educator Contributions to Health Care Plan Monthly Premiums Effective January 1, 2028** | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| **BC/BS Healthy Advantage** | **20%** | **20%** |
| **BC/BS EPO 20** | **3%** | **9%** |

Employee contributions will be made on a pre-tax basis. Annual employee health care plan premium contributions will not exceed the maximum contribution in a calendar year as indicated for each of the health care plans and coverage. The maximum will be proportionately calculated if an Educator changes plan and/or coverage within a calendar year.

| **Maximum Annual Contribution ~~per Calendar Year~~ through December 31, 2025** | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| BC/BS Healthy Advantage | $1,000 | $7,000 |
| BC/BS EPO 20 | $500 | $3,500 |

| Maximum Annual Contribution January 1, 2026 through December 31, 2027 | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| **BC/BS Healthy Advantage** | **$3,200** | **$9,500** |
| **BC/BS EPO 20** | **$600** | **$4,125** |

| Maximum Annual Contribution Starting January 1, 2028 | | |
|---|---|---|
| **Plan Type** | **Individual Coverage** | **Family Coverage** |
| **BC/BS Healthy Advantage** | **$5,250** | **$11,500** |
| **BC/BS EPO 20** | **$700** | **$4,750** |

The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement.

30. **Page 29, Replace Section 6.10, On-Line Hybrid Courses, with the following:**

6.10 E-Learning

The College course offerings comprise a variety of deliveries, including those supported by web and e-Learning technologies. The three major course modalities include: Traditional (face-to-face), Online, and Hybrid.

a) Definitions

i. Traditional Courses
In traditional courses, all aspects related to delivery of the course occurs on campus through face-to-face direct interaction between faculty and students. Traditional classes may be supported or enhanced by resources in the Learning Management System (LMS).

ii. Online Courses
Online courses are those delivered remotely by utilizing e-Learning technologies and pedagogies that enable learning, collaboration, and access to curriculum outside of the traditional classroom. On-campus (face-to-face) meetings are not required. Online courses may be delivered asynchronously, synchronously, or through a combination of asynchronous & synchronous modalities. Additionally, online courses may include proctored assessments.

iii. Online with In-Person Requirement Courses
These are similar to Online courses, but require a limited number of On-campus (face-to-face) meetings, which may include in-person proctored assessments. On-line with In-Person Requirements courses may have no more than 1/4 of the contact hours on-campus (face-to-face).

iv. Hybrid Courses
Hybrid courses combine traditional and online deliveries. Hybrid courses have at least 1/3 and no more than 3/4 of the educational content delivered remotely with the support of e-Learning technologies. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Instruction and Learning.

b) Approval and Requirements

i. Full-Time Educators wishing to teach an Online or a Hybrid course must receive the prior written approval of the academic Department Chair in which the course resides, and the Office of Instruction and Learning. For Full-Time Non-Teaching Educators, in addition to having approval from the Department Chair, must request and receive prior written approval from their supervisor or area Vice President.

ii. A Full-Time Educator who is not certified to teach Online/Hybrid courses, but who wants to teach a course using e-Learning modalities that have been approved for offering and scheduling by their Department Chair and the Office of Instruction and Learning, shall be offered the opportunity to receive appropriate e-Learning training as determined by the College.

iii. Only Full-Time Educators certified to teach Online/Hybrid courses will be assigned a course delivered using e-Learning modalities. Online or Hybrid courses may be assigned at the discretion of the Office of Instruction and Learning. In such case, the College shall have the discretion to require the Educator to take the necessary steps to obtain certification to teach Online/Hybrid courses.

iv. A Full-Time Educator must successfully teach an Online/Hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.

v. The Office of Instruction and Learning will maintain, and update each semester, a list of all Educators approved to teach Online/Hybrid courses, listing all individual courses by academic department. The list will be communicated to DUE at the end of each academic year.

vi. Denials or negative recommendations to teach in e-Learning modality to be trained will originate with the Department Chair or the Office of Instruction and Learning. The originator of any denial or negative recommendation must provide to the Full-Time Educator, in writing, the reason(s) for the denial or negative recommendation, with a copy provided to DUE. Full-

Time Educators that have been denied training or a training waiver, must be given an opportunity to submit additional material relevant to their performance and qualifications for full consideration by the Department Chair and the Office of Instruction and Learning. A negative recommendation shall not be subject to appeal via the grievance process.

c) e-Learning Training and Course Shell Development

i. General
All training must be pre-approved, in writing, by the Office of Instruction and Learning. The Director of Instructional Technology and e-Learning will coordinate and facilitate the training.

ii. Certification to Teach e-Learning Courses
Full-Time Educators who have never taught an online/hybrid course must be certified to teach e-Learning courses. e-Learning training must be successfully completed prior to being assigned an e-Learning course, and will include training in the appropriate LMS. Any Full-Time Educator who will develop a course must first be certified to teach e-Learning courses. The Office of Instruction and Learning shall have the discretion to waive this requirement for Full-Time Educators with previous experience using an LMS.

iii. Course Shell Development (First Time)
Full-Time Educators certified to teach e-Learning courses and approved to teach their first online/hybrid course will complete training on e-Learning Course Design. The approved Full-Time Educator will attend all of the required training sessions. The training will include: (1) training in the current appropriate LMS, as needed; (2) e-Learning pedagogy; (3) effective online teaching practices; and (4) online course design. The Office of Instruction and Learning shall have the discretion to waive any portion of this training. The Director of Instructional Technology and e-Learning or their designee will mentor the Full-Time Educator when needed. During the one semester of training on e-Learning Course Design and development of their first online/hybrid course, the Full-Time Educator will receive compensation of four (4) contact hours at the contractual overload, to be paid upon completion of the training and course shell development. This compensation shall be for e-Learning Course Design training (1 contact hour) and course shell development (3 contact hours).

iv. Course Shell Development (Additional Courses)
Full-Time Educators who have been certified to teach e-Learning courses, have completed training on e-Learning Course Design, and have successfully developed a course may be approved to develop additional courses. For the second and third online/hybrid course shells developed by

an Educator, they will receive compensation for each of one (1) contact hour at the contractual overload rate in the preparation semester. There is no compensation given for the development of any course shell thereafter, irrespective of discipline.

v. Additional Training
All approved additional training, either to address a recommendation prior to assignment to an e-Learning course or to learning new technologies, are compensated at the hourly rate specified in Appendix C, Remuneration for Non-Job Related Assignments.

d) Course Shell Requirements
All e-Learning courses will include an established set of course elements and expectations for promoting student engagement, which will be provided to course developers prior to the start of course shell development. Any agreed upon elements would be established by the faculty through a governance process. Full-Time Educators teaching an online/hybrid course must have specific course information, including a syllabus, schedule, and introductory announcement, in the LMS at least seven (7) calendar days before the start of the class.

e) Online/Hybrid Course Offerings
Approved Full-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training/preparation. If a Full-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only for the purposes of successfully completing that course section.

f) Non-Teaching Educators and Regular Work Schedule
Online/hybrid teaching assignments may not interfere with or be fulfilled during a Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of the Non-Teaching Educator's Supervising Dean or area Associate Vice President.

g) Class Observation Process
Those Educators teaching an e-Learning course for the first time will have at least one observation by their Department Chair during their first semester teaching that course. Thereafter, in accordance with the Classroom Observation Process (Appendix E), observations leading to a written report shall include one course using e-Learning modalities at least once every three years.

Observation of e-Learning courses must adhere to the same principles of observation for Traditional (face-to-face) classes as detailed in Appendix E – Classroom Observation Process and includes the following two requirements to facilitate observation in the e-Learning environment:

i. The Educator provides to their supervisor full access to the course in the LMS during the first week of the course to confirm that contractually-obligated information has been placed in the course.

ii. For observation of asynchronous and/or synchronous modalities, the Educator provides to their supervisor full access to the course in the LMS in a mutually agreeable format and during a mutually agreed upon week between the fifth and eleventh weeks of the course.

h) Teaching and Student Load Limitations

i. E-Learning courses taught during the Fall and Spring semesters can be considered part of the Full-Time faculty member's regular load. They may also be taught as overload for Full-Time Educators. E-Learning courses taught in the summer will be used towards the Educator's Summer teaching maximum. Limitations for teaching e-Learning courses throughout the year are defined in the following table:

| | **Fall Semester** | **Spring Semester** | **Winter Term** | **Summer Sessions** |
|---|---|---|---|---|
| **Teaching Educators** | 2 sections on load and 2 as overload | 2 sections on load and 2 as overload | 2 sections as overload | 3 sections per term as overload. No more than 9 contact hours per term, not to exceed the cost of 16 lecture hours for entire Summer session. |
| **Non-Teaching Educators** | 1 section as extra-service* | 1 section as extra-service* | 1 section as extra-service* | 1 section per non-overlapping term as extra-service* |

* = With the approval of the Department Chair, the Office of Instruction and Learning, and their direct Supervisor.

ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. The maximum enrollment for Online courses and Hybrid courses with 50% or more of the education content being taught online shall be 90% of the course capacity for the Traditional course modality if the course capacity is 20 students or less and 80% of the course capacity for the Traditional course modality if the course capacity is 21 students or more. Hybrid sections with

less than 50% of the education content being taught online shall have a maximum enrollment consistent with the course capacity of the Traditional course modality.

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

j) Assignment of Previously Developed e-Learning Course
Teaching Educators may be assigned to teach an e-Learning course that has been already developed by another faculty member. The e-Learning course shell will have all essential content, curriculum, mechanisms for student engagement, basic assessments, and all other elements required in the e-Learning course design. Use of an existing course shell is not mandatory.

31. The Memorandum of Agreement between the College and the DUE Full-Time Unit, currently in place, that exempts hybrid courses from the load limitations in Article 6.10(h)(i), shall be extended through the life of the successor collective bargaining agreement expiring on August 31, 2029.

32. **Page 7, Modify Section 5.06(f) Inclement Weather and Other Emergency Closings, as follows:**

5.06(f) Inclement Weather and Other Emergency Closings

In the event the College President deems it necessary to close the College due to inclement weather or other emergency closing purposes, non-essential, non-teaching educators will not be required to use benefit time or make up lost work time. Essential employees are required to report to work as determined appropriate and necessary by the College President or their designee.

**Any unit member who requests a paid leave day may cancel the leave request by 4:00 PM prior to the leave day that was requested. If the unit member cancels the leave request day and then, if the College does not close, does not work on the leave day that was cancelled, the unit member shall be charged for that day.**

33. **Page 52, Revise Section 8.01(a), "Salary Schedule in Effect" to read as follows:**

(i) Salary Schedule in Effect;

For ~~2020-2021~~**2025-2026**:

The salary schedule in effect for ~~2020-2021~~**2025-2026** shall be increased by **4%**. The distribution pattern for Educators for ~~2020-2021~~**2025-2026** only, effective September 1, 202~~0~~**5**, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2019-2020~~**2024-2025**), resulting in receipt of a merit increase.

For ~~2021-2022~~ **2026-2027**:

The salary schedule in effect for ~~2021-2022~~ **2026-2027** shall be increased by **3%**. The distribution pattern for Educators for ~~2021-2022~~ **2026-2027** only, effective September 1, 202~~1~~**6**, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2020-2021~~**2025-2026**), resulting in receipt of a merit increase.

For ~~2022-2023~~**2027-2028**:

The salary schedule in effect for ~~2021-2022~~ **2027-2028** shall be increased by **3%**. The distribution pattern for Educators for ~~2022-202~~3 only, effective September 1, 202~~2~~**7**, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2021-2022~~**2026-2027**), resulting in receipt of a merit increase.

For ~~2023-2024~~**2028-2029**:

The salary schedule in effect for ~~2022-2023~~ **2028-2029** shall be increased by **4%**. The distribution pattern for Educators for ~~2023-2024~~ **2028-2029** only, effective September 1, 202~~3~~**8**, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2022-2023~~**2027-2028**), resulting in receipt of a merit increase.

Dated: October 6, 2025

Dutchess Community College

Dutchess United Educators
Dr. Laura Murphy, DUE President and
Chief Negotiator

Dutchess United Educators
Dr. Leah Akins, Chair of Negotiating Committee

# *Budget, Finance, and Personnel Committee Roll Call*

| *District* | *Name* | *Yes* | *No* |
|---|---|---|---|
| District 7 - Hyde Park and Pleasant Valley | Truitt* | ✓ | |
| District 25 - Amenia, Washington, Pleasant Valley & Millbrook | Houston* | | |
| District 3 - LaGrange | Polasek* | | |
| District 16 - Fishkill and Beacon | Valdés Smith* | | |
| District 9 - City of Poughkeepsie | Atkins* | | |
| District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie | Travelpiece (VC) | | |
| District 5 - Town of Poughkeepsie | D'Aquanni | | |
| District 8 - City and Town of Poughkeepsie | Brendli | | |
| District 10 - City of Poughkeepsie | Johnson | | |
| District 12 - East Fishkill | Metzger | | |
| District 17 - Town and Village of Fishkill | McHoul | | |
| District 21 - East Fishkill | Caswell (C) | | |

| | | | | | |
|---|---|---|---|---|---|
| Present: | 12 | Resolution: | ✓ | Total : | 12 | 0 |
| Absent: | 0 | Motion: | | | Yes | No |
| Vacant: | 0 | | | Abstentions: | 0 | |

2025237 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

DECEMBER 17, 2025

# Roll Call Sheets

| District | Last Name | YES | NO |
|---|---|---|---|
| District 7 - Hyde Park and Pleasant Valley | Truitt | ✓ | |
| District 25 - Amenia, Washington, Pleasant Valley & Millbrook | Houston | | |
| District 3 - LaGrange | Polasek | | |
| District 16 - Fishkill and Beacon | Valdés Smith | | |
| District 9 - City of Poughkeepsie | Atkins | | |
| District 1 - Town of Poughkeepsie | Gorman | | |
| District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie | Travelpiece | | |
| District 4 - Hyde Park and Town of Poughkeepsie | Lawler | | |
| District 5 - Town of Poughkeepsie | D'Aquanni | | |
| District 6 - Town of Poughkeepsie | Kaul | | |
| District 8 - City and Town of Poughkeepsie | Brendli | | |
| District 10 - City of Poughkeepsie | Johnson | | |
| District 11 - Clinton, Pleasant Valley, and Rhinebeck | Kearney | | |
| District 12 - East Fishkill | Metzger | | |
| District 13 - East Fishkill and Wappinger | Paoloni | | |
| District 14 - Wappinger and Town of Poughkeepsie | Versaci | | |
| District 15 - Wappinger | Faust | | |
| District 17 - Town and Village of Fishkill | McHoul | | |
| District 18 - City of Beacon and Fishkill | Page | | |
| District 19 - North East, Stanford, Pine Plains, Milan & Red Hook | Drago | | |
| District 20 - Red Hook, Tivoli, and Rhinebeck | Munn | | |
| District 21 - East Fishkill | Caswell | | |
| District 22 - Beekman and Union Vale | Garito | | |
| District 23 - Pawling, Beekman and East Fishkill | Rolison | | |
| District 24 - Dover and Pawling | House | ✓ | |

**Present:** 25 **Resolution:** ✓ **Total :** 25 0

**Absent:** 8 **Motion:** ___ **Yes** **No**

**Vacant:** 0 **Abstentions:** 0

2025237 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

DECEMBER 17, 2025