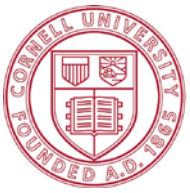

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corning community college
State University of New York

AGREEMENT

September 1, 2007 - August 31, 2010

By and Between

the

CORNING COMMUNITY COLLEGE (hereinafter referred to as the "College")

and the

PROFESSIONAL EDUCATORS OF CORNING COMMUNITY COLLEGE
(hereinafter referred to as the "PECCC")

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1 Savings Clause

If any provision of this Agreement or any application of this Agreement shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to negotiate, if appropriate, a substitute for the invalidated provision.

2 Management Rights

All of the rights, powers, and authority that have not been specifically abridged, terminated or modified by this Agreement, are recognized by the PECCC as being retained by the College. The management rights reserved by this Section are not subject to grievance, unless in the exercise of said rights the College has violated a specific term or provision of this Agreement.

3 Recognition Clause

The College recognizes the PECCC as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all full-time teaching faculty whose teaching workload consists of at least 7.5 Credit Hour Equivalents for the Fall semester, as determined on the first day of classes of the Fall semester. PECCC members on sabbatical or paid leave, other than Administrative Leave, as defined in section 8.7 of this Agreement, remain members of the PECCC during their leave. For the purposes of this Agreement, "Faculty" will be defined as members of the PECCC.

3.1 Scope

This Agreement constitutes the entire agreement and understanding between the College and the PECCC. During the life of this Agreement, neither the College nor the PECCC will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it, or with respect to any subject or matter not specifically covered in it.

This Agreement may be amended or supplemented only by further written agreement by both parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the desired amendment or supplement, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. Any mutually agreed to amendments or supplements will become effective as part of this Agreement upon being reduced to writing and properly executed by the authorized representatives of the parties.

A Faculty/Administration committee will be created upon the ratification of this Agreement. The committee will be composed of three members of the PECCC, appointed by the President of the PECCC, and three members of the College administration, appointed by the President of the College. The committee shall meet at the request of either party for the purposes of considering matters of mutual concern.

This Agreement and its component provisions are subordinate to any present or future federal or New York State laws and regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York State court or administrative agency affects any provision of the Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise, this Agreement will not be affected.

3.2 Dues

The College will deduct from the pay of each PECCC member from whom it receives written authorization, on a form to be provided by the PECCC, such amount for membership dues as the PECCC specifies in writing to the College. The College will forward such dues to the Treasurer of the PECCC on a monthly basis. Such deductions shall be made from the first two payrolls of each month, which is twenty (20) pay periods for faculty who are paid over 10 months and twenty-four (24) pay periods for faculty who are paid over 12 months.

3.2.1 Agency Shop Fees

Any present or future faculty represented by the PECCC, who are not members of the PECCC and who do not make application for membership within thirty (30) days after mutual ratification of this Agreement, or who do not become members of the PECCC within thirty (30) days of their hire date, will have an amount deducted from their pay which is equal to the membership dues levied by the PECCC. The College will make such deductions on the same procedural basis as for dues deduction as specified in Subsection 3.2 Dues, of this section. The PECCC must establish and maintain a procedure providing for the refund to any faculty demanding the return of any part of the agency shop fee deduction, as required by law.

3.3 Meeting Times

Prior to the start of each semester, the President of the College and the President of the PECCC, or their designees, will agree on and set aside meeting times and locations for PECCC meetings to be held. Such meetings will be held within the work days of the semester, and at such times that governance activities and divisional meetings are not scheduled.

3.4 Use of Facilities

The PECCC will be permitted to conduct business on College premises at any reasonable time, provided such business does not interfere with instruction or other College operations.

The PECCC will be permitted to use College facilities, such as email, interdepartmental mail, telephones, copy machines, and bulletin boards, to conduct business, at reasonable times, provided such use does not interfere with College operations. The PECCC will reimburse the College for any costs incurred for such usage.

3.5 President's Release Time

The President of the PECCC will be granted a three (3) Credit Hour Equivalent Release Time per semester. The PECCC will reimburse the College at the rate of $750, per Credit Hour Equivalent, at the end of each semester.

3.6 Distribution

The College will provide the PECCC with two (2) executed copies of this Agreement. The College and the PECCC agree to share the costs of duplicating additional copies of this Agreement for distribution to members of the bargaining unit and the College Administration, no later than thirty (30) calendar days after ratification by both parties.

4 Appointments

4.1 Types of Appointment

4.1.1 Tenure-Track

Faculty appointed on a full-time basis in positions designated as tenure-track will be identified as Instructors, Assistant Professors, Associate Professors, or Professors.

4.1.2 Non Tenure-Track

Faculty appointed on a full-time basis in positions that are not tenure-track will be identified as Visiting Instructors, Visiting Assistant Professors, Visiting Associate Professors, or Visiting Professors.

4.2 Faculty Responsibilities

Faculty are required to teach a Regular Load as defined in Section 5, Load. Efforts will be made to ensure faculty are assigned no more than 3 preparations per semester. Faculty will maintain student academic records and will submit census reports, grades, and course syllabi as directed by the College.

Faculty are expected to develop curriculum to maintain and improve existing programs.

Faculty will hold office hours at the convenience of students. Faculty are expected to provide advising opportunities for assigned advisees. Faculty will be assigned no more than 30 advisees.

Faculty will participate in college governance and serve on committees, as assigned. Efforts will be made to ensure that faculty have no more than 3 committee assignments, unless by mutual consent.

Faculty will participate in Division meetings during the academic semesters.

Faculty will provide input to assist in developing the Master Schedule. Faculty will have preference in selecting teaching assignments for the Fall and Spring semesters, until the start of classes for each semester.

Other responsibilities are:

- Assist in preparation of division-wide year-end report
- Faculty annual report/annual evaluation
- Program review
- Professional development
- Additional responsibilities, as mutually agreed to by the parties as being just and reasonable, and having an obvious relationship to the faculty position

4.3 Work Year

The work year begins on the fall startup day, which is one business day prior to the start of the Fall semester, and concludes 10 months later.

The work year consists of:

- Fall and Spring academic semesters, each semester comprising not more than 16 weeks of scheduled classes, inclusive of final exams
- A startup day in each of the Fall and the Spring semesters
- Commencement, and one meeting day prior to commencement
- Four additional days, as assigned by the Associate Dean of Instruction
- Faculty will meet their load requirements during the semester, as scheduled by their Associate Dean of Instruction.
- Faculty are required to certify their time, on a bi-weekly basis, using the Banner web-time entry system

4.3.1 Non Tenure-Track

Non tenure-track positions are temporary appointments and have fixed beginning and ending dates.

4.4 Work Day

Faculty may be assigned classes, within Regular Load, daily between eight (8) a.m. and four-thirty (4:30) p.m. Faculty may be assigned classes that begin before 8 a.m. or that end after 4:30 p.m., if such classes overlap these hours. Faculty may also be assigned classes outside of these timeframes if required to teach a Regular Load, as defined in Section 5, Load.

Faculty teaching schedules shall not exceed an eight and a half (8.5) clock-hour span during any one workday without the faculty's consent, unless as required to teach Regular Load, as defined in Section 5, Load.

4.5 Work Week

The work week will be Monday through Friday, unless as required to meet Regular Load, as defined in Section 5, Load.

4.6 Primary Employment

Employment at the College shall be considered the primary employment of all faculty who shall limit outside activities so as not to impair his/her effectiveness.

5 Load

5.1 Regular Load

During the academic year, faculty are required to teach a Regular Load of thirty (30) Credit Hour Equivalents, exclusive of Overload. Credit Hour Equivalents will be computed as follows:

Lecture Credit Hours x Course Section Factor +
(Lab Contact Hours / 1.1) x Course Section Factor = Credit Hour Equivalents

The Course Section Factor will be determined based on the number of students registered in a given section at the census point of the Fall and Spring semesters, in accord with the following:

# of Students per Course Section	Course Section Factor
1	.25
2-3	.50
4-5	.75
6-35	1.00
36-44	1.50
45-52	1.75
53-61	2.00
62-70	2.25
71-79	2.50
80-88	2.75
89-97	3.00
98-105	3.25
106-114	3.50
115-123	3.75
124-132	4.00
133-140	4.25
141-149	4.50
150-158	4.75
> 158	5.00

Efforts will be made to assign faculty 15 Credit Hour Equivalents in the Fall and in the Spring. Faculty who do not meet the Regular Load requirement may be assigned administrative duties and/or non-credit course offerings at the discretion of the College.

5.1.1 Team Teaching

Credit Hour Equivalents for team taught course sections will be prorated for each faculty member, in accord with the percentage taught by such faculty member, as determined by the Associate Dean of Instruction responsible for the course.

5.2 Release Time

Release Time is for non-unit, administrative duties and will be offered at the discretion of the College. Faculty are not required to accept such duties, unless as required to meet Regular Load as stated in Subsection 5.1 Regular Load of this section. The College will determine job descriptions and appropriate release Credit Hour Equivalent compensation for these administrative functions and will make such available in the Human Resources Office and with The Associate Deans of Instructions.

Release Time assignments apply toward the Regular Load requirement defined in Subsection 5.1 Regular Load of this section, by the Release Time Credit Hour Equivalent.

5.2.1 New Faculty

New faculty who have less than 15 credit hour equivalents of previous teaching assignments for the College and/or less than two years of full-time teaching experience in higher education will be given 3 credit hour equivalents of release time in their first semester of employment, to allow for participation in mandated orientation sessions and to prepare for classes. New faculty who receive this release time are not eligible for overload during their first semester. All new faculty are not required to serve on committees and will not be assigned advisees during their first year of full-time employment.

5.2.2 ACE Liaisons

Accelerated College Education (ACE) Liaisons perform duties that are recognized as non-unit work. Faculty who accept positions as ACE Liaisons will receive .4 Credit Hour Equivalents of Release Time for each ACE class they supervise, up to a maximum of six (6) Credit Hour Equivalents of Release Time in any single semester. If a class covers two semesters, then the ACE Liaison will receive .4 Credit Hour Equivalents of Release Time per semester for that course. If the same class is being offered in multiple sections at the same school, by the same teacher, during the same semester, the ACE Liaison will receive .4 Credit Hour Equivalents of Release Time for covering all sections of the class.

5.3 Reduced Load

Upon consent of the Regional Board of Trustees, faculty may be approved to reduce their teaching load prior to retirement. Faculty who are age 55 or older and have completed fifteen (15) or more years of full-time service and have set their retirement date within two years of the scheduled reduction in teaching load, are eligible to apply for such reduction in teaching load and retirement. Reduction in teaching load will effect a proportionate reduction in salary, made in accordance with the salary being received at the time the request is made and will be in accordance with the following scale:

Credit Hours/Semester	Salary
12	80%
9	60%

Requests for a reduction in teaching load and retirement must be made at least two months prior to the semester that the reduced load is planned. Once the reduction in teaching load and retirement has been approved, it is irrevocable. Retirement must take place within two years of the scheduled reduction in teaching load.

Prior to retirement, faculty approved for a reduction in teaching load may participate in medical insurance coverage, with the College paying that portion of the premium as outlined in Section 7 Employee Benefits, Subsection 7.5 Health Insurance, as well as group life insurance and long term

disability coverage. Faculty approved for a reduction in teaching load will not be eligible for Release Time or Overload, but will be eligible for future salary increases, as negotiated.

5.4 Overload

Teaching load beyond 15 Credit Hour Equivalents in the Fall and/or in the Spring will be designated as Overload, unless required to meet the Regular Load of 30 Credit Hour Equivalents for the academic year. Faculty are permitted to teach up to six (6) Credit Hour Equivalents per semester in excess of their full-time assigned load. Overloads in excess of six (6) Credit Hour Equivalents require the prior approval of the Vice President and Dean of Academic Affairs.

Overload will be determined at the census point of each semester. Faculty will be compensated at the applicable Overload Rate times the number of Credit Hour Equivalents of Overload taught, with payment spread throughout the balance of the semester.

If a faculty member receiving a Fall Overload payment carries, except by special arrangement, a Spring load so light that his/her annual load falls below 30 Credit Hour Equivalents, excluding his/her Fall Overload, then payroll adjustments will be made during the Spring semester to insure that, for the year as a whole, Overload payment is made only for total Credit Hour Equivalents in excess of the Regular Load requirement.

Effective with the Fall 2008 semester, the following overload rates will apply:

	Instructor/ Visiting Instructor	Assistant Professor/ Visiting Assistant Professor	Associate Professor/ Visiting Associate Professor	Professor/ Visiting Professor
Overload rate per CreditHourEquivalent	$749	$761	$774	$785

Effective with the Fall 2009 semester, overload rates will increase by the January 31, 2009 CPI, with a minimum increase of 3% and a maximum increase of 5%.

5.4.1 Curriculum Development

Faculty will receive Credit Hour Equivalents at the Overload rate for new courses developed for new programs.

5.4.2 Substitutes

Faculty will receive pro-rata Credit Hour Equivalents, at the Overload rate, for substituting in courses assigned to other faculty.

5.5 Other Compensation

Nothing in this Agreement is intended to limit the ability of the faculty to perform other duties, which are not itemized in this Agreement, and for which the College reserves the right to pay additional compensation.

5.5.1 Challenge Exams

Faculty will receive $40 for each Challenge Exam or each Portfolio Assessment completed and graded.

5.5.2 Summer Courses

Summer courses are recognized as being non-unit work. Faculty who wish to teach Summer courses will have preference in selecting such teaching assignments, until the start of Summer courses. Faculty will be compensated at the College's adjunct rate of pay, as it exists at the time Summer courses are offered, times the number of Credit Hour Equivalents taught.

5.6 Miscellaneous

5.6.1 Course Section Caps

Course section caps will be set such that they are pedagogically sound and promote student success.

5.6.2 Limit on teaching by non-PECCC personnel

A part-time employee may teach no more than 12 Credit Hour Equivalents per semester. A full-time, non-faculty College employee may teach no more than 6 Credit Hour Equivalents per semester, above and beyond any assigned teaching load required as part of their regular job duties.

6 Salary

6.1 Minimum Salary

Effective as of the semester following ratification, the following minimum salary levels will apply:

Rank	Minimum Salary
Instructor/Visiting Instructor	36,750
Assistant Professor/Visiting Assistant Professor	39,900
Associate Professor/Visiting Associate Professor	44,100
Professor/Visiting Professor	49,350

A faculty member's base salary will be set no lower than the Minimum Salary for their rank.

6.2 Salary Increases

Upon ratification of this Agreement, faculty will receive lump sum payments as follows:

Rank	Lump Sum
Instructor/Visiting Instructor	*$700*
Assistant Professor/Visiting Assistant Professor	*$800*
Associate Professor/Visiting Associate Professor	*$900*
Professor/Visiting Professor	*$1,000*

The faculty will receive a salary increase for the academic year 2008-2009, to be determined by first applying a 3% adjustment to base salaries and then applying a 4.3% salary increase, effective on Fall 2008 start-up.

The faculty will receive a salary increase for the academic year 2009-2010 equal to the January 31, 2009 CPI, with a minimum increase of 4% and a maximum increase of 5%, which will be applied to their final base salary for the 2008-2009 academic year and effective on Fall 2009 start-up,.

6.3 Pay Procedure

Faculty will be paid bi-weekly on Fridays for the number of days worked in each pay period. The President of the College will develop time reporting and payroll processing procedures for faculty.

Any annual salary increases granted by this Agreement will be applicable to faculty who have been employed by the College during the entire previous academic year. For faculty with less than a year's service, these increases will be pro-rated according to the number of months of employment: i.e., a ten-month faculty on the payroll for six months the preceding year will receive 6/10 of the annual increase.

Faculty have the option of receiving their annual salary over 10 or 12 months. Forms to make this election are available in the Human Resources Office and must be submitted prior to the start of an academic year. Once an election is made, faculty may not change this option for one academic year.

Those who elect the 10 month option will have their salary distributed between start-up day in the fall and ending 10 months later. Those who elect the 12 month option will have their salary distributed between start-up day in the fall and ending 12 months later.

7 Employee Benefits

Faculty will be eligible to receive employee benefits offered by the College. Application of discretionary and statutory benefits will be in accordance with this Agreement and federal and state law. New faculty will receive an explanation of their benefits at the time of hiring and all faculty will receive an annual benefits statement. Further details about any of these benefits are available from the Human Resources Office. All employee benefits are subject to the terms of the official plan documents or insurance policies.

7.1 Retirement Plans

Corning Community College participates in the New York State Employees' Retirement System (ERS), the New York State Teachers' Retirement System (TRS), and the Optional Retirement Program (ORP). There are currently four investment management companies approved under ORP: ING, MetLife, TIAA-CREF, and VALIC/AIG.

SUNY requires all full-time faculty to participate in one of these three retirement plans. Faculty members must make an election of a retirement plan within 30 days of the effective date of appointment. Failure to make a timely election will require the faculty member to join TRS. Once participation in one of these plans begins, the faculty member may not change to a different plan.

Faculty who join any of these retirement plans after 1976 must contribute three percent of their salary to the retirement plan selected for the first ten years of membership. For faculty who elect to participate in ORP, the College will assume payment of this three percent contribution (in addition to the applicable employer contribution) upon completion of ten years of participation.

7.2 Supplemental Retirement Programs

Faculty members may elect to participate in SUNY's Tax Deferred Plan and/or the New York State Deferred Compensation Plan. Under the Tax Deferred Plan, participants may choose from a variety of SUNY-approved investment management companies to which their pre-tax contributions may be made. A variety of investment options is also available under the New York State Deferred Compensation Plan.

7.3 Retirement Incentive

A retirement incentive is available to members of the PECCC bargaining unit, aged 55 or older, for whom the sum of age and service equals or exceeds eighty (80) as of the effective date of retirement. Said retirement incentive shall equal 50% of the base pay for the current year of employment. By May 27, 2008, eligible employees must submit an irrevocable notice of intent to retire, and retirement must occur no later than June 30, 2008. This retirement incentive expires on May 27, 2008.

7.4 Other Retirement Benefits

With the approval of the Regional Board of Trustees, faculty who retire at age fifty five (55) or older and have completed a minimum of 15 years of continuous full-time service with the College (including time spent on sabbatical leave) will be eligible for the following benefits.

a. Health Insurance - Retirees and their eligible dependents will be eligible for individual or family coverage between the ages of 55 and 65 with the College paying that portion of the premium, as outlined in Subsection 7.5 Health Insurance. Once retirees or their eligible dependents become eligible for Medicare they will no longer be able to continue in the College supported employee health insurance program. At age 65, they will be eligible to participate in the College-sponsored senior care program by paying 100 percent of the full premium. The College will bill retirees for the senior care program premiums on a monthly basis.

Upon the death of the eligible retiree, the surviving spouse and/or other dependents may continue coverage with the College paying that portion of the premium as outlined in Subsection 7.5 Health Insurance until the surviving spouse attains age 65. Once the surviving spouse attains age 65, he/she will be eligible to participate in the College-sponsored senior care program by paying 100 percent of the full premium. Any other dependents that do not exceed the maximum age of eligibility at the time that the surviving spouse attains age 65 may continue coverage under the provisions of COBRA.

b. Tuition benefits, as described in Sections 7.11 and 7.12
c. Use of the College library.
d. Use of the faculty/staff dining room.
e. Retention on the College mailing list.
f. Use of a College email account.
g. Attendance at College social functions.
h. Use of the College fitness facilities

7.5 Health Insurance

Faculty may choose to participate in a College-sponsored health insurance plan. The College will pay 80% of the total premium rate, with faculty paying the remaining 20%. New premium

rates are established each fiscal year. Coverage begins on the participant's hire date and is discontinued based on the date of the faculty's termination. Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations will apply for continuation of health insurance coverage upon termination of employment and Health Insurance Portability and Accessibility Act (HIPAA) regulations will apply to all who are hired or terminate their employment at the College.

The College will maintain health insurance with benefit levels substantially equivalent to those now in effect for the duration of this Agreement. In the event that the College decides to change insurance carriers or become self-insured, the PECCC will be notified at least thirty (30) days in advance and be provided with an opportunity to formally comment on the proposed change.

7.5.1 Continuation of Health Insurance for Dependents of Deceased Employees

In the case of death of a faculty member, the College will extend the health insurance benefits to the faculty member's covered dependents for up to one year from the date of death with the College paying that portion of the premium as outlined in Subsection 7.5 Health Insurance. Coverage will end sooner than one year for dependents who exceed the age of eligibility or are eligible for other insurance coverage, including Medicaid or Medicare. The College will bill the covered dependents monthly for their portion of the premium.

7.5.2 Continuation of Health Insurance During Disability

Faculty who are absent from work due to medical reasons will continue to be covered under the College's health insurance plan for as long as they remain on the payroll. Once paid leave is exhausted, faculty may continue coverage by paying the full premium cost to the College. COBRA and FMLA regulations will apply.

If the faculty member is approved to receive long-term disability benefits under the College-sponsored plan and there has been no break in coverage since the faculty member's paid leave was exhausted, the College will resume paying that portion of the premium for individual or family coverage as outlined in Subsection 7.5 Health Insurance until such time as the faculty member becomes eligible for Medicare coverage. Once the disabled faculty member becomes eligible for Medicare coverage, he/she will no longer be able to continue in the College supported health insurance program. The disabled faculty member will be eligible to participate in the College- sponsored senior care program by paying 100 percent of the actual cost. The disabled faculty member's eligible dependents will be able to continue coverage under the provisions of COBRA by paying the full cost of coverage. The College will bill participants for the senior care program/COBRA premiums on a monthly basis.

7.5.3 Health Insurance Benefits for Domestic Partners

Effective with ratification of this contract, same or opposite sex domestic partners may be covered as long as the following criteria has been met:

- The domestic partner is 18 years of age or older, unmarried, and unrelated to the employee by marriage or blood in a way that would bar marriage under the laws of New York State; AND

- The employee has lived with the domestic partner in a long-term, committed relationship of mutual support and each have been the other's sole domestic partner for a period of at least one year; AND

- The employee has assumed long-term financial responsibility for the domestic partner or the employee and the domestic partner have mutual financial responsibility.

A completed affidavit of domestic partnership, one proof of cohabitation duration, and two proofs of financial interdependence in a form acceptable to the insurance carrier must be submitted to Human Resources, along with the appropriate medical plan enrollment change form. Once the domestic partner's eligibility for coverage has been satisfactorily established, the effective date of coverage will be:

- The date that the required eligibility affidavit form was signed, as long as Human Resources received this form within 30 days of the signature date; OR

- The January 1 following the date that the required eligibility affidavit form was signed, if Human Resources received this form more than 30 days after the signature date.

Coverage of Domestic Partner's Children

Once the domestic partner's eligibility for coverage has been established, the employee may also cover the domestic partner's children as long as the following criteria is met:

- The children permanently reside in the employee's household; AND

- The children meet all other requirements for dependent coverage of the selected medical plan.

Taxation of Domestic Partner Medical Coverage Benefits

- If a domestic partner is not a dependent within the meaning of Section 152 of the Internal Revenue Code, the "fair market value" of the partner's coverage (and the coverage for the partner's children, if applicable) is treated as income for federal tax purposes. This value is defined as the COBRA rate for either individual or family coverage (less any employee contribution) and will be added to the employee's annual salary as "imputed income" even if the employee covers other dependents (who are within the meaning of Section 152) in addition to the domestic partner.

- If a domestic partner qualifies as a dependent within the meaning of Section 152 of the Internal Revenue Code, there is no imputed income to the employee. A Dependent Tax Affidavit Form must be completed and submitted with the other required enrollment forms.

- If the employee's share of the premium is paid on a pre-tax basis through the College's BestFlex Plan and the domestic partner is not an eligible dependent under Section 152, the portion of the premium that is attributable to dependent coverage must be deducted on a post-tax basis (even if the employee covers other dependents who are within the meaning of Section 152).

Termination of Domestic Partner's Coverage

It is the employee's responsibility to notify Human Resources of the termination of the domestic partnership as soon as possible so that any necessary changes in the employee's health insurance coverage can be made. The former domestic partner's (and the partner's covered children's, if any) 60-day eligibility period for applying for COBRA continuation coverage starts on the date the partnership terminates, not the notification date.

7.6 Vision Plan

A vision plan is available to faculty. Faculty may enroll on January 1 and must continue their participation for at least one year. Faculty members electing to enroll in this plan pay the full cost of coverage.

7.7 Best Flex

Faculty may elect to participate in the College's cafeteria plan, Best Flex. The benefits offered under Best Flex include:

- Ability to pay employee share of the cost of medical, dental, and/or vision coverage on a pre-tax basis
- Ability to make pre-tax contributions to flexible spending accounts for annual reimbursement of up to $3,000 of medical expenses and up to $5000 ($2500 if married and filing separate returns) of dependent day care costs.

New faculty may participate upon employment. Current employees may elect participation at the beginning of each calendar year. Under current IRS regulations, unused flexible spending account funds are subject to forfeiture at the end of each plan year.

7.8 Long Term Disability Insurance

Faculty with one or more years of College service are provided with long-term disability insurance. After satisfaction of a three-month elimination period, a faculty member who is approved by the insurance carrier will receive a monthly income benefit equal to 60% of pre-disability salary (less any disability benefits payable from other sources, including Social

Security), as well as a monthly retirement annuity premium benefit. The College pays the full cost of this coverage.

7.9 Life Insurance

Faculty receive $20,000 of term life insurance and an equal amount of accidental death and dismemberment insurance. The College pays the full cost of this coverage.

Supplemental life insurance coverage equal to either 1.5 or 2 times the annual rate of pay and dependent life insurance coverage is also available. The faculty pays the full cost of the supplemental coverage.

7.10 Travel and Accident Insurance

Faculty members traveling on official College business are covered under this plan, which provides benefits for loss of life or dismemberment. The College currently pays the full cost of this coverage.

7.11 Faculty Tuition Benefit

Faculty may receive tuition benefits for up to two courses or 8 credit hours per semester, with the approval of the supervisor or appropriate VP and Dean. Benefits for a maximum of 4 courses or 16 credit hours per year are available.

All tuition benefits are subject to the following:

- Enrollment in tuition assisted course work will not conflict or interfere with the regularly assigned work schedule or job performance of the faculty, as outlined in this Agreement.
- Any additional fees beyond in-state tuition, i.e. lab fees, are not included in this benefit and are the employee's responsibility.

Tuition benefits for non-credit Continuing Education courses are available if it can be demonstrated that the course will enhance the faculty member's on the job performance and that the course work will not conflict with the regularly assigned work schedule or regular student enrollment.

Limited resources may be available for tuition waivers for continued study at SUNY campuses. Details are available in the Human Resources Office.

7.12 Dependent Tuition Benefit

Eligible dependents of the following individuals may be approved to receive tuition assistance benefits:

- Actively employed faculty members
- Faculty who retire at age 55 or older with 15 or more years of continuous full-time service
- Deceased faculty who were age 55 or older with 15 or more years of full-time service as of the date of death

Eligible dependents include the employee's spouse and children under age 25 (biological, legally adopted, as well as stepchildren) who are dependent upon the employee for support, and have their principal residence with the employee. The dependent must meet all College admissions and academic requirements. Faculty whose dependents are receiving this benefit are responsible for reporting any changes in dependent status.

Applications for the tuition benefit are available in the Human Resources Office. The College will provide for partial or full payment of tuition for eligible dependents that enroll at the College in credit-bearing classes or programs, subject to the following limitations:

- Any scholarships or aid received will be used to offset the tuition benefit awarded in accordance with current financial aid guidelines.

- The employee or dependent is responsible for all books and fees, other than in-state tuition (i.e., application fees, placement deposits, registration fees, lab fees, activity fees, out-of-state tuition etc.).

- Tuition benefits cannot be approved retroactively for courses taken in previous semesters for which no application for the benefit had been made.

7.13 Employee Assistance Program (EAP)

This benefit provides faculty and their dependents with counseling for a variety of personal problems and is strictly confidential. Corning Community College retains an outside firm as its primary supplier of counseling services. The EAP will provide initial assessments and counseling for short-term care without cost to the employee. Problems that involve long-term treatment will be referred to outside counselors. Faculty who use outside counselors have a $500 lifetime account to assist with these expenses. To access these funds, employees must contact the Human Resources Office. College-sponsored health insurance also provides partial coverage for counseling expenses.

7.14 Special Recognition

Fifteen-Year Award – Faculty with fifteen years of service receive an award equivalent to $450.00 to recognize their dedication to the College.

Thirty-Year Award - Faculty with thirty years of service receive an award equivalent to $325.00 to recognize their dedication to the College.

Regional Board of Trustees Award for Excellence in Teaching – Faculty members with five or more years of full-time teaching experience are eligible for an award equivalent to $1,000.

Chancellor's Award – Faculty are eligible to receive the SUNY Chancellor's Award for Excellence.

8 Leaves of Absence

8.1 Personal Leave

Faculty will be granted three (3) personal leave days at the beginning of each fiscal year.

New faculty hired on a full-time basis between Fall start-up day and November 1 will be assigned three (3) personal leave days in the fiscal year in which they are employed, depending on their term of appointment. New employees who are hired after November 1 will receive personal leave time on a prorated basis at the rate of 1/3 day for each calendar month of full-time service.

Personal leave can only be used for personal business. The employee will notify his/her immediate supervisor as far in advance as possible of a request to use personal leave time. Personal leave may not be used in less than one-quarter hour increments. Unused personal leave will be converted to sick leave at the end of each fiscal year and is not paid at termination of employment.

8.2 Sick Leave

Faculty appointed for at least one semester (or five months) will accrue sick leave at the rate of one (1) day per month of full-time service up to a maximum of one hundred and sixty (160) days. For purposes of accrual and usage, a day is defined as 7.5 hours. No sick leave will be earned for any month where the employee works less than the major portion (51%) of the month, unless such absence is paid leave. No sick leave is paid at termination or earned while on leave of absence without pay or sabbatical leave. The Payroll Office will provide faculty with an accounting of their accrued sick leave on their bi-weekly pay stubs.

8.2.1 Use of Sick Leave

Sick leave may be used for personal and family illness. The affected faculty member will notify the Associate Dean of Instruction by the start of the workday on the first day of absence of the nature of the illness and the probable duration of absence. The College reserves the right to require a medical certificate from the employee's personal or family physician.

Accrued sick leave may be used as family illness leave and is limited to the employee's number of days of annual sick leave accrual and may be used for immediate family members. The immediate family includes spouse, domestic partner (as verified under Health Insurance for Domestic Partners, Section 7.5.3), parents, children, siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household. The affected faculty member must request approval from his/her Associate Dean of Instruction and supply medical documentation. The affected faculty member may be eligible for coverage under the Family and Medical Leave Act and should contact the Human Resources Office for information.

8.2.2 Extended Illness

Faculty who are absent from work due to an illness or injury for an extended period of time will be allowed to use paid leave time in the following manner:

(a) All accrued sick leave; and
(b) All personal leave.

When all paid leave time has been exhausted, the faculty member may be placed on an unpaid leave of absence. Faculty who have been placed on a leave of absence without pay will not be eligible to accrue College benefits while on such leave, but will be allowed to make personal arrangements with the Human Resources Office to continue payment of health insurance premiums at the College's group rate and under conditions defined by the Family and Medical Leave Act, if applicable.

8.2.3 Voluntary Donation of Sick Leave

In order to receive a sick leave donation from another faculty member or College employee(s) all of the following criteria must be met. The recipient must:

a. Be a current faculty member of Corning Community College.

b. Have used all of their accumulated sick leave and personal time.

c. Be unable to work due to a continuing disability resulting from personal illness or injury and provide medical documentation of such disability.

d. Have not received any other form of compensation such as Social Security disability benefits, long-term disability benefits, Worker's Compensation, or compensation from a state retirement plan.

The donated sick leave, as administered by the Human Resources Office, will be distributed to the recipient, on a daily basis, as needed and up to a maximum of sixty (60) work days or three (3) work months. Transfer of donated sick leave to a faculty member may not be denied if all eligibility criteria are met and there are enough donated days to cover the periods. For faculty receiving donated sick leave days, a day is defined as seven and one-half (7.5) hours.

During an employee's time of need, a general plea will go out to the College community inviting faculty members and other College employees to donate up to a maximum of three (3) days from their accrued sick leave balances. In order to donate sick leave to another faculty member or other College employee, faculty must have a current minimum balance of twelve (12) sick leave days. The maximum amount of sick leave that any faculty can donate during any fiscal year is ten (10) days. The recipient of the donated time will be notified of the donation unless the donor wishes to remain anonymous.

The donating employee must complete a form stating the name of the recipient and the amount of leave to be donated, up to the maximum three days. This form must be signed and forwarded to the Human Resources Office. Once the donation is approved, a copy of the form will be placed in the donor's personnel file and the original will be forwarded to the Payroll Office so that the donating employee's sick leave balance can be adjusted accordingly.

Payment of the donated leave will be based upon the recipient's current rate of pay. However, this rate may be changed due to any pay increases that occur during the periods of donated leave.

Only sick leave necessary to cover the faculty member's absence will be used up to the maximum amount allowed. Any unused sick leave will be returned to the donors on a pro-rated basis.

The decision to donate sick leave to another employee should be a choice made freely by each employee. No one should feel unduly influenced by another person to donate time.

8.3 Absence for Work-Related Injury or Illness

Paid leave time may be used by a faculty member who is absent from work due to a work-related illness or injury. An employee who uses any accrued leave time during such absence may elect to endorse any payments received from Worker's Compensation over to the College. These payments will be credited to the employee's accrued leave at a rate not to exceed the reimbursement. An employee who is absent from work due to a work-related illness or injury will be deemed to have continuous service during such leave.

8.4 Bereavement Leave and Other Unusual Conditions

Faculty may be granted leaves of absence with pay totaling four (4) days in any fiscal year for death or serious, i.e., life threatening, illness in the faculty member's immediate family. The immediate family includes spouse, domestic partner (as verified under Health Insurance for Domestic Partners, Section 7.5.3), parents, children, siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household. In the event of more than one instance of bereavement in a fiscal year, the faculty member may request additional time from the President of the College through the Associate Dean of Instruction and the Vice President and Dean of Academic Affairs. Unused bereavement leave is not carried over into the next fiscal year or paid at termination.

8.5 Leave for Jury Duty or Court Attendance

Faculty will be granted leave with pay to perform jury duty or to attend court for other than personal matters. In the case of paid jury services, leave with pay will be granted, provided the employee endorses any jury duty payment received over to the College. An employee eligible for such leave will provide his/her Associate Dean of Instruction with a copy of the summons for jury duty, who will notify the Payroll Office.

8.6 Leave of Absence Without Pay

A leave of absence without pay may be granted up to a maximum period of one (1) year and may be extended only in exceptional circumstances. All requests for leave of absence without pay must be submitted to the faculty's Associate Dean of Instruction at least ninety (90) days prior to the effective date of the request, except in emergency circumstances.

Such written requests must include the Associate Dean of Instruction's recommendation and be submitted to the Vice President and Dean of Academic Affairs for approval, and then forwarded to the President of the College. If the request is approved, the President will make a recommendation to the Regional Board of Trustees, which determines all leaves of absence without pay for faculty.

A leave of absence without pay in excess of one (1) semester for faculty will not be credited to a faculty's eligibility for promotion, tenure, salary increment, early retirement, or seniority. Faculty on a leave of absence without pay for longer than thirty (30) days will not be eligible to accrue any discretionary benefits offered by the College, except under the provisions of the Family Medical Leave Act (FMLA), as outlined in Appendix 21.1. Faculty on a leave of absence without pay may continue to participate in the health insurance plans by making advance payments of the required premium to the Payroll Office. The faculty member is responsible for paying the full insurance premium while on any leave of absence which is not covered by the FMLA.

All faculty on a leave of absence without pay must notify the College, in writing, of their intention to return to the College at least thirty (30) days prior to the expiration of such leave. Faculty may not return before the leave of absence expires unless they receive prior approval from the President of the College.

8.7 Administrative Leave

Faculty who accept full-time administrative assignments may return to the bargaining unit if a position vacancy exists and will, on return to the bargaining unit, have all bargaining unit rights and benefits restored as if he/she had not left the unit, except for seniority, if tenured, and/or sabbatical leave eligibility, which shall be the same as when he/she left. Such position vacancy will not be created by terminating a tenured or tenure-track faculty member.

Faculty on full-time administrative leave, prior to the ratification date of this Agreement, retain seniority, if tenured, and/or sabbatical leave eligibility, as accrued prior to the ratification date.

Faculty who accept part-time administrative assignments that remove them from the bargaining unit will retain their faculty position during such assignments. Upon return to the bargaining unit, such faculty will have all bargaining unit rights and benefits restored as if he/she had not left the unit, including seniority, if tenured.

8.8 Military Leave

Faculty will be paid their regular rate of pay for any periods of absence during which they are engaged in the performance of ordered military duty, not to exceed the greater of twenty-two (22) working days or thirty (30) calendar days. Faculty are required to submit a copy of their military orders to the Human Resources Office. All other benefits required under applicable New York State or federal law, such as re-employment rights and continuation of medical and pension benefits will also be provided by the College to faculty on military leaves of absence.

9 Sabbatical Leave

The objective of such leave is to increase a faculty's value to the College and thereby improve and enrich its programs. Such leave will not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals. Furthermore, sabbatical leaves will be granted for formal education, research, writing or other experiences of professional value, which may include travel. Sabbatical leave will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College.

Full-year sabbaticals are paid at 60% of the faculty's base salary; one (1) -term sabbaticals are paid at 100% of the faculty's base salary.

Formatting of documentation for Sabbatical Leaves are located in Appendix 21.5 and shall be applied for the duration of this Agreement.

9.1 Eligibility Requirements

A faculty member is eligible to apply for sabbatical leave if he/she has completed six (6) years of continuous, full-time service to the College. The Vice President and Dean of Academic Affairs will notify all eligible faculty members no later than May 15th of each year. Applications for sabbatical leave will be considered for the academic year following satisfaction of the service requirement.

Leaves of absence (whether taken at the request of the faculty or impressed upon the faculty, such as leaves for sickness, FMLA, court processes) will not constitute a break in continuous service which would require a new six (6) year service requirement.

Any approved leave of absence of less than one (1) semester's duration will count as service toward meeting the six (6) year service requirement. Any leave of absence for more than one (1) semester will not be counted as service toward meeting the six (6) year eligibility requirement.

Once eligibility to apply for sabbatical leave is established, it will continue in effect until such time as sabbatical leave is taken.

9.2 Re-entry Obligations

Any faculty who accepts a sabbatical leave is obligated to return to full-time employment at the College for two academic semesters (excluding summer) immediately following the sabbatical leave. Failure to do so will oblige the faculty to repay the total compensation paid to or on behalf of him/her during the sabbatical leave within a one year period in accordance with a previously agreed upon repayment schedule, except in the case of permanent disability or death.

The College is obligated to restore the faculty member to the same or equivalent position for the academic year immediately following the academic year in which the sabbatical leave is taken and to restore all benefits offered prior to the taking of the sabbatical leave. However, in the event that a reduction in force becomes necessary prior to the return from sabbatical leave, the faculty member's right to be restored to the same/equivalent position upon return from sabbatical leave will be determined under the provisions of Section 17 Reduction in Tenured Faculty, of this Agreement. In the event that a returning faculty member cannot be restored to the same/equivalent position under the provisions of such section of this Agreement, he/she will not be required to repay all monies expended on his/her behalf during the sabbatical leave.

9.3 Sabbatical Application Procedures

Sabbatical leave applications must be presented to the Associate Dean of Instruction by October 15th of the year preceding the proposed leave year.

The Associate Dean of Instruction will evaluate sabbatical leave proposals on the basis of educational merit and benefit to the College and will make recommendations to the VP and Dean of Academic Affairs by November 15th. The President of the College will review the recommendations made by the VP/Dean of Academic Affairs, further evaluate the proposals, and present final recommendations to the Regional Board of Trustees for approval. The applicant will be notified of the Board's decision by the first business day in January.

It is understood that sabbatical leaves will be granted only for the purpose specified in the initial request. A change of plans by the applicant prior to the start of the leave will necessitate a reconsideration of the situation by the College.

9.4 Sabbatical Criteria

Applicants must show how their sabbatical leave proposal will directly benefit the College. The minimum criteria by which the merits of each application will be evaluated are listed below. It is recognized that a single application may not fulfill all of the following criteria; however, each application will be evaluated on the basis of the degree to which the following multiple criteria are met:

- **i.** Preparation for job transfer within the College.
- **ii.** Study related to area of specialization.
- **iii.** Study related to field in general.
- **iv.** Curriculum development for new programs.
- **v.** Development of educational media.

A report on progress of the sabbatical leave project will be submitted according to specifications of the College administration at intervals set by the administration.

9.5 Sabbatical Conditions

Since the intent of the sabbatical leave program is to ensure that the College receives some return on its investment, rather than to allow the applicant to profit financially from the leave, the following additional conditions will apply:

a. Upon return from sabbatical leave, the faculty member is required to state all sources and amounts of income during the pursuit of the sabbatical leave. The faculty member will repay to the College all income in excess of the base salary derived from his/her profession, minus a reasonable amount to cover expenses incidental to the pursuit of the sabbatical project itself, up to the amount of the sabbatical stipend he/she received from the College.

b. Sabbatical leaves may not be extended. If additional time is required for completion of a sabbatical project, such requests will be considered as requests for leaves of absence without pay and will be submitted through appropriate channels.

10 Faculty Evaluations

The evaluation process is designed to contribute to the maintenance of high quality instruction, improve faculty performance, encourage the faculty to seek and use opportunities for professional growth and development, and to gather information relating to the promotion, tenure, special recognition and retention of faculty.

The evaluation process will include self-evaluations, student evaluation and classroom observations. Faculty rank will be used to determine the frequency of evaluations. As an additional form of evaluation, the Associate Dean of Instruction will make recommendations and/or commendations in writing, a copy of which will be given to the faculty being evaluated. A copy of all evaluation materials will be placed in the faculty member's Personnel File. Faculty will have an opportunity to respond to evaluations, in writing, with the response included as part of the Personnel File.

Formatting of documentation for evaluations are located in Appendix 21.6, and shall be applied for the duration of this Agreement.

10.1 Self-evaluation/Annual report

All faculty are required to submit a Self-Evaluation/Annual Report covering the Faculty Responsibilities as described in this Agreement. This report is due within 10 days of the end of the Spring semester and will be reviewed with the Associate Dean of Instruction prior to the end of the appointment year. Tenure-track faculty will also submit an evaluation packet, or vitae, annually to the Associate Dean of Instruction for review.

10.2 Student Evaluation

The frequency and number of student evaluations will be determined by rank:

a. All non-tenure track faculty and all tenure-track Instructors will have all sections evaluated by students, each semester.
b. Assistant and Associate Professors will have 2 sections evaluated by students, each semester.
c. Full Professors will have 2 sections evaluated by students, each academic year.

Sections to be evaluated will be selected at random by the Associate Dean of Instruction.

10.3 Classroom Observations

The Associate Dean of Instruction will conduct classroom observations to assess teaching effectiveness, knowledge of the subject, application of teaching techniques and interaction with students. These classroom observations will be done at a mutually agreed time and with the prior knowledge of the faculty being evaluated.

Frequency and number of observations will be determined by rank:

a. All non-tenure track faculty and all tenure-track Instructors will be observed once each semester.
b. Assistant and Associate Professors will be observed once each academic year
c. Full Professors will be observed once every three years

The Vice President and Dean of Academic Affairs will make one observation visit in the semester prior to a faculty member's tenure / Promotion application. Additional unannounced visits may be made by the Associate Dean of Instruction or the Vice President and Dean of Academic Affairs, based on student evaluations or concerns about a faculty member's performance.

11 Promotions

Promotion in academic rank for tenure-track faculty at Corning Community College will be the result of professional merit. Promotion will recognize exceptional competence in teaching, professional development, service to the College, service to the College's community, or any combination of these functions. Promotion in rank will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College. Promotional recommendations to the President of the College will be initiated by appropriate Associate Deans of Instruction and must bear concurrence by the Vice President and Dean of Academic Affairs. The procedure for presenting recommendations for promotion includes specific criteria, which must be consistently applied by those bearing responsibility for making promotional recommendations

In the fall semester, the Vice President and Dean of Academic Affairs will produce and publish a time line for the promotion process and will notify those eligible for promotion in the subsequent year.

The following criteria alone will be considered for promotion:

1) Effectiveness in the classroom
2) Effectiveness as an academic advisor
3) Professional development activities
4) Service to the College and the community

Information about classroom responsibilities, course obligations, and formatting of documentation for submission are located in Appendix 21.7, and shall be applied for the duration of this Agreement.

The Associate Dean of Instruction and the Vice President and Dean of Academic Affairs will review annual evaluations of each faculty member eligible for promotion and will include these

annual evaluations in the promotion packet. These annual evaluations will be consistent with those provisions for evaluation outlined in this Agreement, under Section 10, Faculty Evaluation. In addition to the annual evaluations, each reviewer's ratings of the above criteria and recommendations on promotion will be added to the promotion packet. The Vice President and Dean of Academic Affairs will review the packet for accuracy, completeness, consistency, and his/her recommendation with the candidate prior to a final recommendation being made to the President. The completed packet will be delivered to the President who will determine whether to recommend the faculty member for promotion to the Regional Board of Trustees. The candidate will receive notification and clarification of all recommendations throughout the process. A promotion is effective only after ratification by the Regional Board of Trustees. The effective date of the promotion shall be the Fall start-up day following the Board's ratification. Every effort will be made by the College to complete the promotion process in time for ratification by the Regional Board of Trustees prior to the Fall start-up day.

11.1 General Criteria for Promotions for Tenure-Track faculty

Promotion to Assistant Professor:
Evidence of exemplary classroom performance that includes the following:

- creation of a classroom atmosphere conducive to learning and student motivation
- creation of good classroom management, presentation and organization
- effective use of appropriate media, technology and assessment
- completion of student reaction to instructor

Evidence of exemplary academic advising:

- creation of advising opportunities for all assigned advisees
- evidence of positive advising evaluations
- evidence of attendance at advising workshops offer by the College

Master's degree in the major field, unless exempted by the Vice President and Dean of Academic Affairs
Three (3) years as a full-time Instructor at Corning Community College

Promotion to Associate Professor:
Evidence of exemplary classroom performance (see above)
Evidence of exemplary academic advising (see above)
Evidence of professional growth and activities:

- attainment of degrees or coursework beyond a given degree
- evidence of research and/or publications
- grants and/or equipment accrued to the College
- membership and participation in professional organizations
- evidence of attendance at Corning Community College professional development workshops

Master's degree in the major field, unless exempted by the Vice President and Dean of Academic Affairs
Four (4) years as a full-time Assistant Professor at Corning Community College

Promotion to Professor:
Evidence of exemplary classroom performance (see above)
Evidence of exemplary academic advising (see above)
Evidence of professional growth and activities (see above)
Evidence of College service and community service:

- evidence of service relevant to professional status as a member of College faculty
- evidence of service to develop the educational, social, cultural, recreational, economic, or religious growth of the community
- membership and/or office in area clubs and organizations
- evidence of professional growth in major field

Master's degree, preferably in the major field
Five (5) years as a full-time Associate Professor at Corning Community College

11.2 Promotional Stipend

Promotional stipends are set at $1,500 and are effective on the Fall start-up day following the Board's ratification. Promotional stipends are added to the faculty members base salary, after any and all other salary increases that may apply on the Fall start-up day have been added.

12 Tenure

Tenure is awarded to individuals of more than usual ability. Eligible faculty may apply for tenure in accord with the following guidelines. Tenure is granted to Corning Community College and speaks to the protection of professional rights with the College. Tenure is granted by specific action of the Regional Board of Trustees upon the recommendation of the President of the College.

12.1 Probationary Period:

Conferral of tenure is based, in part, upon an individual's successful completion of a probationary period of service not to exceed six (6) years. During the probationary period, tenure-track faculty's status is employment-at-will. First year probationary faculty will be notified by March 1st if they will not be reappointed for a second year. Probationary employees who are reappointed for subsequent years will be given notice by December 15 if their employment is to be terminated at the end of the academic year. Each probationary faculty member will be given an annual written evaluation by their Associate Dean of Instruction and the Vice President and Dean of Academic Affairs, which will include a statement on progress toward tenure. The faculty member will be eligible to apply for tenure during their fifth and/or sixth year of probation. After application, the College will communicate its decision on the probationary faculty's status for tenure.

Faculty in non tenure-track positions, subsequently hired into a tenure track position, will receive credit towards their probationary period at the rate of one–half year for each full year of employment in the non tenure-track faculty position, up to a maximum credit of 3 years.

12.2 Awarding of Tenure:

Tenure for teaching faculty at Corning Community College will be the result of professional merit. It will recognize exceptional competence in classroom teaching, professional development and growth, service to the College and service to the College's community. Tenure will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College. Tenure recommendations to the President of the College will be initiated by appropriate Associate Deans of Instruction and must bear concurrence by the Vice President and Dean of Academic Affairs. The procedure for presenting recommendations for tenure includes specific criteria, which must be consistently applied by those bearing responsibility for making tenure recommendations

In the fall semester, the Vice President and Dean of Academic Affairs will produce and publish a time line for the tenure process and will notify those eligible for tenure in the subsequent year.

For an award of tenure, tenure-track faculty will undergo a particularly rigorous evaluation involving an assessment of accumulated accomplishments and the likelihood that the faculty member's level of performance will be maintained. Applicants for tenure must demonstrate excellence as educators and significant contributions in the areas of professional development, as well as division, College, and community service. It is critical that a tenure packet provide a historical perspective of the individual's professional growth and development as an educator, an expert in his/her discipline, and as an active participant in extracurricular activities at the division, college, and community levels. There are four major areas that are considered in evaluating faculty for tenure: classroom performance, professional growth and activities, college service, and community service. Criteria considered for each major area may contain elements from the following:

12.3 Classroom Performance Criteria

- Creation of a classroom atmosphere conducive to learning (includes personality and other subjective judgments)
- Student motivation
- Organization of subject matter
- Continuity of various areas in the subject matter to yield a meaningful whole
- Integration of conceptual material with practical application
- Statement of course, unit, and specific objectives
- Evidence of desirable behavioral changes (as measured by good lab techniques, etc.)
- Effective testing
- Effective use of AV media in classroom situation

- Students electing second level course and/or switching into discipline (due to interest generated by initial contact with subject)

12.4 Professional Activities and Growth Criteria

- Degrees
- Course work (credit and/or non-credit) beyond a given degree
- Research and/or publications
- Grant monies and/or equipment accrued to college
- Membership and participation in professional societies
- Professional consultation
- Evidence of attendance at Corning Community College professional development workshops

12.5 College Service Criteria

- Course and/or program development
- Committee membership--offices held
- Academic student advisement
- Participation in student activities (not necessarily in discipline)
- Voluntary participation in College-sponsored activities

12.6 Community Service Criteria

- Service relevant to professional status as member of College faculty
- Service to develop the educational, social, cultural, recreational, economic, or religious growth of the community
- Membership and/or office in area clubs and organizations

Information about formatting of documentation for submission is located in Appendix 21.7, and shall be applied for the duration of this Agreement.

The Associate Dean of Instruction and the Vice President and Dean of Academic Affairs will review annual evaluations of each faculty member eligible for tenure and will include these annual evaluations in the tenure packet. These annual evaluations will be consistent with those provisions for evaluation outlined in this Agreement, under Section 10, Faculty Evaluation. In addition to the annual evaluations, the faculty member will be rated for achievements and contributions in classroom teaching, professional development and growth, and service to the College and the community. Based on these, the Associate Dean of Instruction will make a recommendation to tenure or not to tenure. Ratings and recommendations will be added to the tenure packet. The Vice President and Dean of Academic Affairs will review the packet for accuracy, completeness, consistency, and his/her recommendation with the candidate prior to a final recommendation being made to the President.

The completed packet will be delivered to the President who will determine whether to recommend the faculty member for tenure to the Regional Board of Trustees. The candidate will receive notification and clarification of all recommendations throughout the process. Awarding of tenure is effective only upon ratification by the Regional Board of Trustees and begins the academic year following the Board's ratification. Every effort will be made by the College to complete the tenure process in time for ratification by the Regional Board of Trustees at its June meeting. Should there be no June meeting of the Trustees in any given year, then the ratifications of tenure would take place at the first Board meeting to occur after June.

Separation from service at the College cancels an individual's tenure or probationary status. Thus, a faculty member re-employed by the College after separation may be required to serve an additional probationary period of up to six (6) years.

Faculty who have received tenure and subsequently cross-train and change divisions or units, will maintain their tenure status to the College. Tenured faculty who choose to accept temporary or long-term assignments as an administrator for the College will maintain their tenure to the College.

13 Academic Freedom

Corning Community College endorses the principles of academic freedom as set forth in the following statement by the American Association of University Professors and the Association of American Colleges:

a. Teachers are entitled to full freedom in research and in the publication of the results subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the Institution.

b. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter, which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the Institution should be clearly stated in writing at the time of the appointment.

c. College and university teachers are citizens, members of a learned profession, and officers of an educational institutional. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public might judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the College.

14 Discipline and Dismissal

Discipline or dismissal of a faculty member shall be subject to the grievance procedure provided herein, and may be initiated at Stage 2 within ten (10) work days of the receipt of written notice of discipline or dismissal.

A faculty member may be suspended with or without pay at any time following the notice of discipline or dismissal. Such suspension will be with pay, except in unusual and egregious circumstances, when the suspension may be without pay, subject to the approval of the Regional Board of Trustees.

Discipline or dismissal of faculty:
In accordance with applicable provisions of State Education Law, faculty may be subject to discipline or dismissal for one or more of the following reasons:

- **a.** Incompetent or inefficient service
- **b.** Neglect of duty
- **c.** Mental incapacity
- **d.** Moral turpitude
- **e.** Conduct unbecoming a member of the staff
- **f.** Insubordination

This provision shall not be so interpreted as to constitute interference with academic freedom.

15 Grievance

It is the policy of the College and the PECCC that all grievances be resolved informally or at the earliest stage of the grievance procedure, whenever possible. Informal settlements at any stage shall be binding upon both parties to the settlement, but shall not create precedent or be binding upon either of the parties to this Agreement in future grievance proceedings.

15.1 Definitions

- A "grievance" is defined as any claimed violation of the terms or provisions of this Agreement. Decisions relating to reappointment, promotion, or tenure are not grievable.
- At the informal discussion stage, an "aggrieved party" is a faculty member or group of faculty members who submits a grievance. At any of the formal stages, the "aggrieved party" is the PECCC.
- "A party-in-interest" is defined as any party named in a grievance that is not the aggrieved party.

- "Working Days" are defined as any day on which the College is regularly open for business (not including Saturdays, Sundays, or designated holidays), regardless of whether or not classes are in session.

Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the College administration and having the grievance informally adjusted, provided the adjustment is consistent with the terms of this Agreement and the PECCC has been given the opportunity to be present at such informal discussions and to state its views on the grievance.

15.2 Procedural Steps

Informal Stage.
Before submission of a written grievance, the aggrieved party shall attempt to resolve the grievance informally with the appropriate Associate Dean of Instruction or the Director of Human Resources. The aggrieved party may request the assistance of a PECCC representative during this informal discussion.

A grievance that is not resolved informally shall be submitted in writing, on a form approved by the College and the PECCC, which will identify the aggrieved party the nature of the grievance, the relevant provision(s) of this Agreement, and the remedy sought. Written grievances shall be submitted to the Vice President and Dean of Academic Affairs within 60 calendar days from the date of the claimed violation of the terms or provisions of this Agreement

Stage 1.
The Vice President and Dean of Academic Affairs may meet with the aggrieved party and any other necessary parties. The Vice President and Dean of Academic Affairs will communicate a decision to the aggrieved party, in writing, within 5 working days following the receipt of the written grievance.

Stage 2.
If the aggrieved party is dissatisfied with the Vice President and Dean of Academic Affairs decision, or receives no decision within the allotted time, such aggrieved party may submit a copy of the grievance, along with the decision of the Vice President and Dean of Academic Affairs, to the President of the College, within 5 working days.

The President may confer with the aggrieved party and will communicate a decision, in writing, to the aggrieved party within 5 working days following receipt of the written grievance. Copies of such decision will be delivered to the Vice President and Dean of Academic Affairs and the Director of Human Resources.

Stage 3.
If the aggrieved party is dissatisfied with the President's decision, they may refer the grievance to the Cornell University School of Industrial and Labor Relations Arbitration Program or the American Arbitration Association within 5 working days of receipt of the President's written decision.

The Arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement. No Arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement between the parties.

A copy of the arbitration request will be served on the Director of Human Resources. The cost of arbitration shall be shared equally by the College and the PECCC.

The Arbitrator's decision will be in writing and set forth the Arbitrator's findings of fact, reasoning, and conclusions. Such decisions will be communicated to the Director of Human Resources and the PECCC, and will be final and binding upon all parties.

The final settlement, decision, or award shall not be retroactive prior to the date the grievance was first filed.

Both parties mutually agree that the grievances not appealed within the time limits shall be considered settled on the basis of the decision last made and shall not be eligible for further discussion or appeal.

All documents relating to grievances will be filed separately from the personnel files of any aggrieved parties.

15.3 Time Limits

All time limits specified in this Section may be extended only by mutual, written agreement between the president of the PECCC and the Director of Human Resources.

If a decision at one stage of this procedure is not appealed to the next stage of this procedure within the specified time limits, the grievance will be deemed to be abandoned and further appeal under this Agreement will be barred. The failure of the College to communicate a decision in Stage 1 or Stage 2, within the allotted time, will not impinge upon the aggrieved party's right to file an appeal at the next stage of the procedure.

16 Faculty Resignation

Faculty will notify the College in writing at least thirty (30) days in advance of the effective date of resignation. A letter of resignation must be submitted to the faculty's supervisor and the Director of Human Resources.

Prior to separation from service, all faculty will have an exit interview with a representative from the Human Resources Office.

17 Reduction in Tenured Faculty

The Regional Board of Trustees or the President of the College with the concurrence of the Regional Board of Trustees will determine the need for and the extent of tenured faculty reductions. This determination will be as the result of one or more of the following:

- Fiscal exigency
- Program and/or enrollment declines

The President of the College will seek the advice and counsel of the PECCC as to alternatives to such reductions, if any. The President of the College will determine the basis for required reductions, at either the Divisional level or at the Discipline level.

Seniority within the specific teaching Division or Discipline to which the faculty has been appointed will be the only criterion used in determining tenured faculty reductions. Seniority will accrue from the effective date a faculty member is tenured. In the event that tenured faculty reductions are necessary, such reductions will be made to tenured faculty with the least seniority.

All faculty of any rank in such Division or Discipline upon whom tenure is not conferred will be dismissed before the position of any tenured faculty in such Division or Discipline is abolished or discontinued.

Every attempt will be made to permit affected tenured faculty to find a suitable position within the College if a vacancy exists for which the individual is academically qualified.

Tenured faculty who cross-train into a new Division or Discipline will have seniority from the date of appointment into the new Division or Discipline. Administrative appointments will not count as years of service toward Divisional or Departmental seniority, except as specified in section 8.7, Administrative Leave, of this Agreement.

The President of the College will provide written notice of termination to tenured faculty affected by faculty reduction by December 15 of the academic year at the end of which such positions will be discontinued.

Faculty displaced by this policy will be given first choice of employment on a seniority basis for appropriate available positions for a period of three (3) years. Upon returning to such position at the College, faculty will be paid salary appropriate to their prior experience and assigned position.

Faculty displaced by this policy may have their tenure status reinstated by the College, depending on the position in the Division and Discipline in which they are returning.

Time spent away from the College due to faculty reduction will not be counted as service toward eligibility for promotion, tenure, salary increments, sabbatical leaves, and the like.

The Human Resources Office will assist all faculty who are affected by faculty reduction by providing them with job counseling, office services, and resume preparation.

17.1 List of Disciplines

Accounting
Anthropology and Sociology
Art
Astronomy and Geology
Automotive Technology
Biology
Business Administration
Chemistry
Computer Information Science
Computer Repair Technology
Criminal Justice
Education and Early Childhood
Electrical Technology
English
Health
History and Government
Human Services
Humanities
Industrial Technology
Marketing
Mathematics
Mechanical Technology
Modern Languages
Music
Network Technology
Nurse Education
Philosophy
Physical Education and Recreation
Physics
Psychology

18 Personnel Files

The personnel file in the Human Resources Office is the only official personnel file of the College. Personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review his/her own personnel file (excluding confidential communications and pre-employment references), at any reasonable time, upon request made to the Director of Human Resources and to provide written comment as to any material therein contained. Said review shall take place in the Office of Human Resources during the normal business hours of the College.

19 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

20 Duration of Agreement

Unless otherwise noted in this Agreement, all provisions will be applied as the date of ratification by both parties and will remain in effect through August 31, 2010.

Dated this 7th day of August 2008 at Corning, New York

CORNING COMMUNITY COLLEGE

Dr. Floyd F. Amann, President

PROFESSIONAL EDUCATORS OF CORNING COMMUNITY COLLEGE

Paul A. McNaney, President

21 Appendices

21.1 Family and Medical Leave Act Policy

Eligible employees have the right under federal law to take a total of 12 weeks of unpaid leave during a 12-month period for certain family or personal health care needs (referred to in this policy as "FMLA leave"). In situations where both spouses are employed by the College and are eligible for FMLA leave for the birth or placement of a child, the amount of FMLA leave available will be limited to a total of 12 weeks between them. FMLA leave is a minimum standard that in some respects is better than the College's regular benefits and in other respects less generous. This policy describes your right to obtain FMLA leave and how this leave relates to the College's other benefits.

ELIGIBILITY: You are eligible to take FMLA leave if, at the time you request it, you have been employed by the College for at least one year and have worked at least 1250 hours in the preceding 12-month period. Faculty members who have been employed on a full-time basis for the 12-month period preceding the date of the leave request are deemed eligible for FMLA leave.

REASONS FOR LEAVE: You may take FMLA leave for any of the following purposes:

- The birth of your child or the placement of a child with you either through adoption or foster care.
- To care for your spouse, parent or child who has a serious health condition requiring either inpatient care or continuing care by a health care provider for a condition requiring more than three days absence from work or school or which otherwise prevents your family member from performing daily activities for more than three days.
- To care for yourself because of a serious health condition, as described above, that prevents you from performing the essential functions of your job.

AMOUNT AND CREDITING OF LEAVE: At the time you request FMLA leave, you are entitled to take up to a maximum of 12 work weeks less the total of any FMLA leave you have already taken in the previous 12-month period. In situations where both spouses are employed by the College and are eligible for FMLA leave for the birth or placement of a child, the amount of FMLA leave available will be limited to a total of 12 weeks between them. Leave for the birth or placement of a child must be taken all in one block within one year of the birth or placement. Leaves for other purposes may be taken intermittently or on a reduced hours basis but only to the extent medically necessary.

If at the time you request leave you have accrued vacation or personal leave you will be required to exhaust this leave before you can take unpaid family leave. If you have accrued medical or sick leave that can be used for such purposes, you must use this leave first to care for yourself or a family member. Both paid and unpaid leave will count toward your 12 weeks leave allotment. In addition, leave taken as part of another benefit plan will count as family leave if the reason for the leave otherwise meets the standards for FMLA leave (e.g., Workers' Compensation).

DURING THE LEAVE: While you are on leave, you may continue coverage in the College's health insurance plans under the same terms and conditions as active employees. Your normal share of the plan costs must be paid during your leave time. If you participate in the College's flexible spending plan, you may pay for your anticipated premiums during the leave on a pre-tax basis by accelerating your payments and making them out of any paycheck you have earned prior to taking the leave. Other benefits will not normally be continued during the leave.

PROCEDURES: In general, you must give the College 30 days advance notice before commencing family leave. If this is not practical, you must give as much advance notice as possible. If you are requesting intermittent or reduced hours leave (as opposed to taking all your leave in one block), you must schedule the leave, insofar as possible, to minimize disruption to your work schedules and assignments. The College may reassign you to another position having equivalent pay and benefits if it will better accommodate your recurring absences for intermittent or reduced hours leave.

All leave involving a serious health condition or birth of a child requires medical certification from your or your family member's health care provider to substantiate the existence of a condition requiring the leave. In the event you use family leave to care for your own medical condition, your health care provider must also certify either that you cannot perform any job or that you cannot perform the essential functions of your own job. Medical certification forms are available from the Human Resources Office. The College has the right to obtain a second opinion on the need for you to take family leave.

RETURNING TO WORK: When you are able to return to work, the College will restore you to your same job or an equivalent position and restore all benefit programs and policies. Before you can return, the College may require you to submit a certificate of fitness from your health care provider stating that you are able to resume your regular duties with the College. If you fail to return to work, and there are no extenuating circumstances, the College may require you to pay its share of the health care premiums that were made on your behalf during the leave.

MISCELLANEOUS: The College has the authority and the responsibility to take all steps necessary to administer this leave policy, including deciding which absences from work will be charged to FMLA leave. To the extent consistent with applicable law, the College has the responsibility to interpret this policy and to decide any issue not expressly addressed by it. The College may also from time to time and at any time change this policy, provided such changes are in accord with applicable law.

Nothing in this FMLA leave policy insulates you from the application of any other College policies, e.g., while on family leave, you remain subject to all changes that may occur in the College's health insurance plans and are subject to all other employment- related policies of general applicability, including layoff.

21.2 No Smoking Policy

In compliance with Article 13-E of the Public Health Law, smoking is prohibited in all indoor areas of all buildings under the ownership or contract of the College.

21.3 Equal Employment and Educational Opportunity Policy

Corning Community College declares and affirms a policy of Equal Employment and Equal Educational Opportunity. Corning Community College will make all decisions regarding admissions and the entire educational process of its students and the recruitment, hiring, promotions, and other terms and conditions of employment, without discrimination on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or other factors which cannot be lawfully used as the basis for employment or educational decisions.

COMPLIANCE WITH LAWS

Through its policies and programs, Corning Community College undertakes to comply fully with all applicable federal, state and local laws relating to Equal Employment and Equal Educational Opportunity and Affirmative Action. The President of the College has ultimate responsibility for Affirmative Action and assigns the operation and implementation of the program to the College's designated Affirmative Action Officer. As such, the Affirmative Action Officer is responsible for the maintenance of the written Affirmative Action Plan, chairs the Affirmative Action Committee, and is responsible for the maintenance of all necessary records needed to comply with federal and state laws governing Affirmative Action programs.

A copy of the Affirmative Action Plan is available in the Human Resources Office and on the Human Resources webpage.

POLICY AGAINST HARASSMENT

Unlawful harassment based on race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status is strictly prohibited by Corning Community College. Corning Community College is committed to maintaining an educational and work environment that is free of any harassment and to fostering positive business and personal conduct so that everyone, including students, employees, and visitors, is treated with respect and dignity in a non-discriminatory environment.

This policy applies to all employees, students, visitors, and other persons who conduct business with the College. Any incident of harassment should be reported to the College's Affirmative Action Officer immediately, regardless of who the offender is. College employees are obligated to report all incidents of discrimination and harassment of which they become aware to the Affirmative Action Officer, whose name is available from the Human Resources Office.

Harassment of individuals for reasons of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status is a form of unlawful discrimination.

There are two types of sexual harassment: "Quid Pro Quo" and "Hostile Environment."

"Quid Pro Quo" harassment includes unwelcome sexual advances, requests for sexual favors, and other physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's academic success or employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for academic or personnel decisions affecting the individual.

Examples of "Quid Pro Quo" sexual harassment include:

- Any uninvited or unwelcome physical contact, including touching, petting, pinching, persistent brushing up against another individual's body, etc.
- Any suggestion to an individual that sexual favors or relationships will result in a favorable grade, promotion, or other academic or employment opportunity.
- Any suggestion or implication to an individual that his/her refusal to provide sexual favors or relationships will result in a poor grade, demotion, discipline, discharge, or will have an adverse impact on the individual's continued instruction or employment.

"Hostile Environment" sexual harassment occurs when an individual's conduct has the purpose or effect of unreasonably interfering with another individual's academic or work performance or creating an intimidating, hostile, or offensive academic or working environment. Examples of "Hostile Environment" sexual harassment include:

- Sexual innuendos, sexually suggestive comments, offensive language, sexually oriented kidding or teasing, gestures, practical jokes, etc.
- Displays of sexually suggestive pictures, magazines, or other objects
- Any other conduct that ridicules or humiliates an individual because of his/her gender.

The same general principles that apply to hostile environment sexual harassment also apply to harassment on the basis of other factors, such as race, color, creed or religion, national origin, age, physical or mental disability, or any other protected status. Examples of non-sexual hostile environment harassment include:

- Transfer, demotion, or termination of employees on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status.
- Interference in or denial of opportunities for educational success on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status.
- Unwelcome, offensive, or demeaning comments, slurs, language, jokes, or gestures related to or referring to an individual's race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status.

- The presence of books, magazines, pictures, or other objects that may be reasonably construed as offensive or demeaning based on race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status in the workplace where other students or employees may see or find them.
- Creating or contributing to an intimidating, hostile, or offensive working environment on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or any other protected status.

Individuals who believe that they have been harassed or otherwise discriminated against in violation of this policy should contact the College's Affirmative Action Officer (whose name is available from the Human Resources Office), in accordance with the Procedure for Submitting Complaints of Discrimination, Including Harassment and Program Accessibility, found in Exhibit 10 of the Personnel Policies of the Regional Board of Trustees. Retaliation against any individual for filing a harassment or discrimination complaint, or for assisting or participating in the investigation of such a complaint is illegal and will not be tolerated.

21.4 Procedure for Submitting Complaints of Discrimination, including Harassment and Program Accessibility

The College must comply with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the New York Human Rights Law. These statutes place an affirmative obligation on the College to maintain a work and study environment free from discriminatory harassment, intimidation, ridicule, and insult.

This Procedure is provided for the resolution of employee, student, or visitor complaints alleging unlawful discrimination on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical or mental disability, or other factors which cannot be lawfully used as the basis for an employment or educational decision. This Procedure may not be used if a formal complaint has already been filed with a State or Federal agency on the same complaint, or if a grievance has been filed under any current labor agreement or any internal grievance procedure. Any investigation or review underway will terminate without conclusion if a complaint is filed elsewhere.

OBJECTIVE:

The intent and purpose of this Procedure is to provide a mechanism that ensures that a complaint of discrimination will be heard and dealt with fairly. All members of the College community, including students, should realize that a charge of discrimination is a serious matter that may impact the education or careers of individuals or the College as a whole. For that reason, the College is obligated to investigate all charges and make every effort to keep the complainants and respondents informed throughout the course of an investigation. It is to the benefit of all parties involved that such cases be addressed promptly and fairly using whatever

administrative means are available to avoid the personal and institutional stress which can occur in a public hearing.

To ensure that the complaint procedure processes are fair, the College's Affirmative Action Officer and Section 504/ADA Coordinator serves as impartial party whose job is to see that the procedure is carried out properly and the rights of both complainant and respondent are protected. Retaliation against any individual for filing a complaint or for assisting or participating in the investigation of a complaint is illegal and will not be tolerated.

PROCEDURE:

In order for the College to deal effectively with the problems of discrimination and harassment, a complaint must be brought forward as soon as possible, preferably within six weeks of the alleged act or the discovery of the act. Delay in coming forward with a valid complaint seriously hinders the College's ability to properly investigate and deal with a potentially serious issue. The proceedings of any investigation are held confidential to every extent possible.

Step 1: Informal Resolution

Individuals who believe that they have been discriminated against in violation of the College's Equal Opportunity and Affirmative Action policy should contact the Affirmative Action Officer, whose name is available from the Human Resources Office. College employees are obligated to report all incidents of discrimination and harassment of which they become aware to the Affirmative Action Officer.

The Affirmative Action Officer is charged by the President of the College with the responsibility for advising and providing information to the complainant and respondent, investigating complaints, requesting access to pertinent documents, and maintaining a record of each case. The Affirmative Action Officer will seek to resolve the concern on an informal basis. If a mutually agreeable solution is achieved within ten (10) working days, the complaint is closed and the file is completed. Both the complainant and the respondent receive a copy of a brief concluding statement. Complaint records will be kept in a secure file in the Director's office.

If a mutually acceptable solution is not possible at the informal stage, the complainant may choose to move to the formal procedure. The Affirmative Action Officer will assist the complainant and respondent through the formal resolution process and the selection of the ad hoc subcommittee described below.

Step 2: Formal Resolution

Either party may make a written request to the Affirmative Action Officer to have the matter reviewed by an ad hoc subcommittee of the Affirmative Action Committee. Such written request must be received by the Affirmative Action Officer within ten (10) working days of the date the informal resolution was rendered. The ad hoc subcommittee is charged with determining the validity of the complaint, as to whether the charges are grounded, ungrounded, or false. The subcommittee is not responsible for recommending penalties. The President of the College is ultimately responsible for taking action on any complaints of discrimination.

The subcommittee will be composed of three members of the Affirmative Action Committee, excluding the Affirmative Action Officer, who is not eligible to serve. A list of the Affirmative Action Committee's current membership may be obtained from the Human Resources Office and will be provided to the complainant and the respondent.

The complainant selects one member, the respondent selects another member, and the third member, who will chair the subcommittee, is selected jointly by the previously selected members. The complainant and the respondent must select the subcommittee members within five (5) working days of the date that the written request for review was received by the Affirmative Action Officer. If either party fails to select a member, the Affirmative Action Officer will make the necessary appointment. The two selected subcommittee members must select the third member within the next two (2) working days.

The subcommittee will hold closed meetings to review the facts and allegations and will have the right to review all relevant information and to interview witnesses or other parties related to the complaint. All parties will have the opportunity to present to the subcommittee their respective accounts and positions and to review all other information presented The subcommittee will communicate its written opinion on the validity of the complaint to the complainant, the respondent, the Affirmative Action Officer, and the President of the College within twenty (20) working days of the receipt of the written complaint.

Step 3: Decision of the President of the College

Within fifteen (15) working days of the receipt of the subcommittee's opinion, the President will submit a final written decision to the complainant, the respondent, and the Affirmative Action Officer.

Where the complaint process reveals that College policy has been violated, the President will take the appropriate corrective action, which may be disciplinary, on the matter. Depending on the nature and seriousness of the incident, such disciplinary action may range from a verbal/written warning to suspension, expulsion, or termination of employment. Disciplinary decisions may be contested by employing the appropriate grievance procedure.

Note: All of the time limits specified above may be extended by mutual agreement between the respondent and the complainant.

21.5 Sabbatical Leave Application Form

To: **The Vice President and Dean of Academic Affairs**

From: _____
(Name)

I hereby apply for sabbatical leave for (state semester/year):

Purpose of sabbatical according to the following criteria: (check all that apply)

_____ Preparation for job transfer within the College
_____ Study related to area of specialization
_____ Study related to field in general
_____ Curriculum development for new programs
_____ Development of educational media

Academic Degrees/Certificates held:

Sources and Income Planned during Sabbatical:

Plans for the sabbatical leave: highest priority will be given to those applications which in the opinion of the Vice President & Dean of Academic Affairs fulfill the above criteria in terms of the greater service to the College in general. The Vice President & Dean of Academic Affairs will rank the proposals according to the following criteria (maximum 10 points in each):

1. Evidence of the proposal's correlation with professional development
2. Benefit of the proposal to Corning Community College
3. Thoroughness of proposal package (letters of support and other supplemental documentation substantiating need/merit, personal contacts and arrangements made in preparation)

Attach detailed supplementary and supportive information using the following format for your proposal:

Sabbatical Leave Proposal Format

I. Sabbatical Leave Objective(s)
II. Background/Rationale
III. Preparation to Date
VI. Procedure(s) & Timeline
VII. Budget
VIII. Expected Outcomes
  A. Professional Development
  B. Contribution to the Division/College

_____
Signature of Applicant

****

Submit to Associate Dean of Instruction by October 15

Associate Dean Letter of Support Attached		YES		NO

21.6 Faculty Evaluations

FACULTY SELF-EVALUATION

Faculty: _____ Present Rank: _____

Evaluate your performance as a classroom instructor and as an academic advisor since your last evaluation and provide a list of your goals and objectives in this area to be accomplished by the time of your next evaluation (1-5 typed, double-spaced pages):

Criteria to include in the self-evaluation for teaching:

- Creation of a classroom atmosphere conducive to learning (includes personality & other subjective judgments).
- Student motivation.
- Organization of subject matter.
- Continuity of various areas in the subject matter to yield a meaningful whole.
- Integration of conceptual material with practical application.
- Statement of course, unit, and specific objectives.
- Evidence of desirable behavioral changes (as measured by good lab techniques, etc.).
- Effective testing.
- Effective use of instructional technology in classroom situation.
- Students electing second level course and/or switching into discipline (due to interest generated by initial contact with subject).

Evaluate your professional development activity since your last evaluation and provide a list of your goals and objectives in this area to be accomplished by the time of your next evaluation (1-2 typed, double-spaced pages):

Examples of criteria to include in professional development self-evaluation:

- Degrees earned since last evaluation.
- Course work (credit and/or non-credit) beyond a given degree.
- Research and/or publications.
- Exhibits of creative work or presentations of to professional groups.
- Grant monies and/or equipment accrued to the College.
- Membership and participation in professional societies.
- Professional consultation.

Evaluate your service activity since your last evaluation and provide a list of your goals and objectives in this area to be accomplished by the time of your next evaluation. Make sure to cover the three areas of service to the division, to the college, and to the community (1-3 typed, double-spaced pages):

Examples of Division Service Criteria to include in self-evaluation:

- Division representative on standing or ad hoc committee.
- Administrative duties assigned by the division.
- Maintenance of lab(s) and equipment above & beyond the requirements of teaching assignments.

Examples of College Service Criteria to include in self-evaluation:

- Committee assignments resulting from college-wide elections or dean/president's appointments.
- Participation in student activities.
- Voluntary participation in college sponsored activities.
- Serving as a liaison between college departments.

Examples of Community Service Criteria to include in self-evaluation:

- Service relevant to professional status as member of college faculty.
- Service to develop the educational, social, cultural, recreational, economic, or religious growth of a community.
- Membership and participation in area clubs and organizations.

CLASSROOM VISITATION EVALUATION

Instructor _____ Course _____
Semester _____ Academic Year _____
Day _____ Hour _____

Submitted by _____ Evaluator
_____ Title
_____ Date

In the blanks preceding each question, use a number from 8 to 1, where eight indicates the highest score possible and one indicates the lowest. Use a ? to indicate doubt exists or not applicable.

Excellent		Good		Satisfactory		Unsatisfactory	
8	7	6	5	4	3	2	1

_____ 1. Demonstrates knowledge and mastery of subject.
_____ 2. Has format and content of class sessions well-planned.
_____ 3. Explains materials clearly.
_____ 4. Emphasizes important points.
_____ 5. Motivates and holds attention of students.
_____ 6. Speaks clearly.
_____ 7. Uses appropriate volume and tone.
_____ 8. Uses appropriate speed for taking notes.
_____ 9. Relates new class materials to previous work.
_____ 10. Encourages questions in class.
_____ 11. Shows respect for students.
_____ 12. Respects alternate points of view.
_____ 13. Offers and encourages help outside of class.
_____ 14. Seems enthusiastic about subject matter.
_____ 15. Uses class time effectively.
_____ 16. Encourages critical thinking and analysis.
_____ 17. Reacts to student viewpoints in a professional manner.

Were there circumstances beyond the control of the faculty member that may have affected the classroom performance? If so, describe them.

_____
_____

Describe the attitude of students in the class toward the instructor.

_____

Evaluate the instructor's overall performance. _____
_____

Was the evaluation announced or unannounced? _____

Did you have a preliminary conference with the instructor? _____

Did you have a post-conference with the instructor? _____

ASSOCIATE DEAN'S EVALUATION FORM

Annual Evaluation/Promotion/Tenure

Faculty Member: _____ Present Rank: _____

Years in Rank: _____ Division: _____

Purpose of Evaluation _____

Each evaluator must use the following rating system:

- **EXCELLENT**: characterizing performance of high merit
- **GOOD**: characterizing performance of merit
- **SATISFACTORY**: characterizing performance sufficient to justify continuation but not to justify promotion or tenure
- **UNSATISFACTORY**: characterizing insufficient performance.

Classroom Performance: Rating:
Academic Advising: Rating:
Professional Growth and Activities: Rating:
College and Community Service: **Rating:**
Recommendation:

Signature: **Date:**	Associate Dean's **Form**

ACADEMIC DEAN'S EVALUATION FORM

Promotion/Tenure/Annual Evaluation

Faculty Member: _____ Present Rank: _____

Years in Rank: _____ Division: _____

Purpose of Evaluation _____

Each evaluator must use the following rating system:

- **EXCELLENT**: characterizing performance of high merit
- **GOOD**: characterizing performance of merit
- **SATISFACTORY:** characterizing performance sufficient to justify continuation but not to justify promotion or tenure
- **UNSATISFACTORY**: characterizing insufficient performance.

Classroom Performance: Rating:
Academic Advising: Rating:
Professional Growth and Activities: Rating:
College and Community Service: **Rating:**
Recommendation:

Signature: **Date:**	Academic Dean's **Form**

21.7 Promotion and Tenure Packets

Evaluations and recommendations are to be based on both quantitative and qualitative evidence. **The primary evidence to be weighed must be contained in the faculty member's evaluation/promotion/tenure packet.** To it are added professional judgments as to the quality of the faculty member's teaching, professional development, and service, as applicable.

An official faculty evaluation/promotion/tenure packet shall be established and maintained for each faculty member in the office of the Associate Dean of Instruction. In principle, the record in the evaluation/promotion/tenure packet should be sufficient to document and to support all personnel decisions.

Faculty evaluation/promotion/tenure packets will be maintained in the offices of the Associate Deans of Instruction.

The faculty member's packet should contain, at the minimum, the following items:

1. A copy of the position description and other documents which describe, elaborate upon or modify one's assignment, including work plans, memoranda of understanding and subsequent letters of agreement.

2. An up-to-date VITA/Faculty Report containing a) critical dates relative to education, employment, change in status, promotion, leave of absence, etc.; b) a list of all relevant teaching and advising activity; c) a list of professional development activities; and d) a list of all service activities since the last evaluation or promotion. A tenure packet must include all activity since initial employment (in the case of those who received credit toward promotion or tenure for experience prior to employment at CCC, teaching, professional development, and service activity accrued during the credited years must be included. Faculty are encouraged to attach documentation attesting to the quality of activities listed in the VITA/Faculty Report.

3. For each semester or term since appointment or last promotion, a record of classes taught and enrollments in each, clinical assignments, significant committee assignments, and other aspects of the faculty member's plan of work. Each unit may design a simple annual reporting form ("productivity report") appropriate to the work assignments in that unit for use by all members of the unit, including the Associate Dean. The Productivity Report without supporting documentation is not in itself sufficient for evaluation purposes. The VITA/Faculty Report also includes a section for this information.

4. All other information that bears upon the quality of the faculty member's performance in all pertinent areas. This information may include, but need not be limited to, teaching evaluations, professional presentations, published materials, grant applications and awards, professional development in progress and the preparation of unpublished materials, other creative scholarship, and service to the college.

5. A self-evaluative statement by the faculty member is required.

6. Copies of past annual evaluations and any written responses is strongly encouraged.

7. Documentation attesting to quality in all categories is strongly encouraged. Faculty should note that the VITA/Faculty Report provides an outline of activity in the four major categories of teaching, advising, professional development, and service. To assist evaluators in determining the overall quality of the activities listed, faculty are encouraged to provide documentation that supports qualitative summaries of their achievement. For teaching excellence, student evaluations are one means of documenting excellence; however, review of classroom performance is equally valuable. Testimonial letters from alumni are also meaningful tributes to teaching excellence. For advising, documentation of student satisfaction with advisement, records attesting to number of advising sessions held, degree completion rates of students advised would be useful ways to document quality of advising. In the areas of service and professional development, letters of commendation for services rendered, announcements of grant awards, photocopies of certificates achieved, and other documents that reinforce the achievements are valuable aids for guiding evaluators' recommendations.

The Academic Dean's Office will periodically issue more detailed instructions for the development and maintenance of faculty evaluation/promotion/tenure packets. Those requirements may be supplemented or elaborated by college or department procedures.

VITA/FACULTY REPORT

CORNING COMMUNITY COLLEGE

Revised April 2004

Name _____ Reporting Period _____

Division _____ Years at CCC _____

This Vita/Faculty Report is an integral part of the evaluation packet. Corning Community College evaluates each faculty member on the basis of TEACHING, ADVISING, PROFESSIONAL DEVELOPMENT, and SERVICE. This form is provided so that each of the three critical categories may be covered in the evaluation process. It is recommended that each faculty member keep an electronic copy of this template on his/her desktop (with a frequently updated backup copy) and update its contents as events occur. That way, when the time for an annual, promotion, or tenure review approaches, the VITA/Faculty Report is ready to serve as a reference for the faculty member as he/she prepares a self-evaluation. All activity in each category should be assembled in descending order (most recent activity to least recent activity). All activities should be dated to indicate beginning and ending dates of the activity.

The VITA/Faculty Report Template(s) is designed as a "catch all" for the varieties of teaching, advising, professional development, and service activities that may occur. No one faculty member is expected to have activity in every category.

Faculty Status at Corning Community College

Initial (full-time) Appointment:

Date _____ Rank _____

Promotions:

Current Rank _____ Year _____

Rank _____ Year _____

Rank _____ Year _____

Sabbatical: Yes ___ No ___ From _____ To _____

Leave of Absence: Yes ___ No ___ From _____ To _____

Purpose _____

_____

Administrative Position at CCC? Yes ___ No ___

Present Title _____
Dates: From _____ To _____
Previous Title _____
Dates: From _____ To _____
Previous Title _____
Dates: From _____ To _____

Any Other Duties/Expectations (associated with present employment at CCC; be specific)

Employment History (prior to CCC) List positions held, institutions/corporations, ranks/titles, and dates (most recent first).

Education (College; Undergraduate/Graduate) (copy template to add additional institutions as needed)

Institution: Name _____

Address _____

Dates Attended: From _____ To _____

Major _____ Degree Received _____

Minor _____

Institution: Name _____

Address _____

Dates Attended: From _____ To _____

Major _____ Degree Received _____

Minor _____

Institution: Name _____

Address _____

Dates Attended: From _____ To _____

Major _____ Degree Received _____

Minor _____

INSTRUCTION

Course Data Per Semester

(insert appropriate year after semester; duplicate templates as needed to provide complete teaching history at CCC)

FALL (year)

Name of Course	Enroll-ment	Credit Hours	Contact Hours	Day or Evening	Location

SPRING (year)

Name of Course	Enroll-ment	Credit Hours	Contact Hours	Day or Evening	Location

SUMMER (year)

Name of Course	Enroll-ment	Credit Hours	Contact Hours	Day or Evening	Location

- - - - -

Attach summaries of evaluations by students and peers, and other evidence such as the achievements of students, assessment results, testimonial letters from alumni, etc.

List any courses and/or curriculum developed and/or revised and indicate by semester & year when developed and/or revised.

List syllabi updated (note semester & year of each update).

Adoption and validation of innovative teaching techniques (note semester & year when first implemented).

Non-credit instructional activities such as academic advising, accessibility to students, extra help or tutorial sessions which meet on a regular basis, continuing education units, etc.

List any teaching awards, honors, released time grants, etc.

List any other information you wish to provide regarding quality of instruction.

Attach any documentation attesting to quality of instruction (sample syllabi, award letters, student testimonials, etc.)

ADVISING

Non-credit instructional activities such as academic advising, accessibility to students, extra help or tutorial sessions which meet on a regular basis, continuing education units, etc. (Please list and date where appropriate). Include supporting documentation (logs of advising sessions, testimonials of student satisfaction, data on advisee completion rates for programs and/or courses, etc.)

PROFESSIONAL DEVELOPMENT

(please provide dates for each event below)

CCC Sponsored Workshops, Seminars, Conferences Attended (describe):

Regional, State, and National Workshops, Seminars, Conferences Attended (describe):

Additional Formal Study (for credit or CEU's) Since Employment at CCC (describe):

Research in Progress (copy template to add additional projects as needed):

Title/Description _____
_____
Anticipated Date of Completion _____

Grants and/or Contracts (copy template to add additional grants and/or contracts as needed):

Title/Description _____
_____
_____
Funding Source _____ Amount _____
Grant Period (Dates) _____

Publications: Works published since date of initial employment with CCC. Indicate type (book, chapter in book, monograph, article in refereed or widely recognized journal, article in other journal, technical report, etc.) (Duplicate template as needed)

Title/Description: _____
Publisher: _____ Type: _____
Date: _____ Place: _____

Preparation of Unpublished Materials: (e.g., textbook supplements, instructional manuals, reports of research during the past academic year, grant proposals submitted)

Professional Presentations: (e.g., lecture to professional audiences, presentations at professional meetings, exhibitions, workshops, seminars, public performance in area of specialization) (duplicate template as needed)

Title/Description: _____
Sponsor: _____
Date: _____ Place: _____

Title/Description: _____
Sponsor: _____
Date: _____ Place: _____

Professional Organizations (membership (note years as member [e.g. since 1993 or 1987-1992]), positions held (also include positions held under service):

Other Evidence of Scholarship:

Attached documentation of professional development, such as announcements of grant awards, letters of commendation, certificates achieved, and so forth.

SERVICE

Service: List activities which are non-credit and educational in nature, which are within the professional field of the faculty member, and which are performed as a CCC faculty member:

College Service: (Committee expectations) List those committees on which you are serving as a CCC faculty member. Indicate level of committee (division, college, state (SUNY), or federal).

Committee/Council	Level (college, state, etc.)	Do You Chair the Committee	Dates of your Term of Service Start	End	How Often Does Committee Meet?

List other college service, such as sponsorship of organizations:

List any other college/community services that you provide on a volunteer basis that you believe represent a benefit to the communities in which you reside (division, college, community):

Attach any documentation attesting to the overall quality of service—certificates of achievement, letters of commendation, and so forth.

GOALS AND OBJECTIVES

List your goals and objectives as you currently foresee them unfolding between now and your next formal review in each of the three critical areas:

TEACHING:

ADVISING:

PROFESSIONAL DEVELOPMENT:

SERVICE:

_____ _____

Signature of Faculty Member Date

PLEASE PLACE ONE COPY OF **VITA/Faculty Report** WITH ALL ATTACHMENTS IN YOUR EVALUATION/PROMOTION/TENURE PACKET ALONG WITH A SELF-EVALUATION.