

COLLECTIVE BARGAINING AGREEMENT

between

DOMINICAN UNIVERSITY OF CALIFORNIA

and

**THE DOMINICAN UNIVERSITY OF CALIFORNIA FACULTY FEDERATION OF
TEACHERS (“DUCFFT”), AFT/CFT Local 6604 AFL-CIO**

July 1, 2025 through June 30, 2028

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PREAMBLE

This Agreement is entered into by and between Dominican University of California (“Dominican” or “the University”) and The Dominican University of California Faculty Federation of Teachers, (“DUCFFT” or “the Union”), AFT/CFT Local 6604 AFL-CIO.

It is the purpose of this Agreement to set forth the wages, hours of employment and other terms and conditions of employment for members of the bargaining unit.

The Union and Dominican value and respect the role of the DUCFFT bargaining unit members covered by this Agreement as contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for Dominican students. We believe in effective communications, mutual respect, and meaningful involvement of DUCFFT bargaining unit members towards this common objective. The Union recognizes and supports the commitment of Dominican to provide the very best in educational opportunities to all students. Dominican recognizes and respects the Union’s commitment to advocate for the interests of its members, and acknowledges that providing DUCFFT bargaining unit members with competitive wages and a respectful work environment is integral to accomplishing Dominican’s mission.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or, if applicable, through the National Labor Relations Board.

ARTICLE 1 - RECOGNITION

A. Exclusive Representative

Dominican recognizes the Union as the exclusive representative of the DUCFFT bargaining unit members defined in Section B of this Article, for the purpose of collective bargaining.

B. Employees in the Bargaining Unit

Whenever used in this Agreement, the term DUCFFT bargaining unit member will mean all full-time Professors, including Assistant Professors, Associate Professors, Full Professors, Tenured and Tenure-Track Faculty, Faculty Librarians, and Term Faculty, employed by Dominican; within the State of California, excluding all other employees. The Unit as certified by the National Labor Relations Board in Case 20-RC-290727 is hereby recognized: Unit: All Full-Time Faculty employed by the Employer at its facility located at 50 Acacia Avenue in San Rafael, California; excluding all other employees, guards, and supervisors as defined by the Act.

ARTICLE 2 - ACADEMIC GOVERNANCE

A. DUCFFT bargaining unit members have primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research and scholarship, faculty status, and those aspects of student life which relate to the educational process and are overseen by Academic Affairs. This responsibility is exercised through the shared governance process, as set forth in the Faculty Handbook and existing practices (which may be amended through the shared governance process outside of this Agreement.)

In the event of an exercise of faculty authority that impacts the terms and conditions of the DUCFFT bargaining unit members, if there is a conflict between the exercise of the faculty's authority pursuant to shared governance and the terms of this Agreement, this Agreement shall prevail. As part of this responsibility, DUCFFT bargaining unit members participate in appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure and dismissal as set forth in this Agreement.

B. Rights and Responsibilities of the Board of Trustees

When educational policies have been established by the Board of Trustees, after such consultations and/or discussions as may be required in Dominican's bylaws, by Dominican's policy or in this Agreement, it becomes the responsibility primarily of the DUCFFT bargaining unit members to determine appropriate curriculum and procedures of student instruction as set forth in the Faculty Handbook and pursuant to existing shared governance processes.

C. Rights and Responsibilities of the Administration

The parties agree that all rights, powers, and authority of the Administration which have not been abridged or modified by this Agreement are retained by the Administration. The existence and right to exercise such powers and authority shall not be subject to the grievance and arbitration procedures set forth in this Agreement except as specified in this Agreement. The Union recognizes that, consistent with this Agreement and the principles of shared governance, Dominican has the duty and right to manage Dominican and to direct the workforce. Rights retained by management include all rights normally retained by management except as limited by this Agreement. Management rights include, but are not limited to, the right to do the following.

- Direct and control Dominican's operations;
- Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- Establish and administer procedures, policies, and rules;
- Hire, assign, retain and dismiss non-bargaining unit members;
- Consistent with the current shared governance procedures established by the Faculty Handbook, establish, plan, direct, and control Dominican's mission,

programs, curriculum and modes of delivery, schedule and academic calendar, courses offered, enrollment management, objectives, activities, resources, and priorities; and

- Hire, transfer, promote, discipline, and discharge DUCFFT bargaining unit members, subject to the terms of applicable law, this Agreement, and the grievance procedure.

No action taken by Dominican with respect to a management right shall be subject to the grievance procedures unless the exercise of such right violates a written provision of this Agreement. Unless addressed by this Agreement, in the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of three (3) or more DUCFFT bargaining unit members, Dominican shall provide the Union with thirty (30) days written notice prior to the implementation of the decision and meet as soon as feasible within that thirty (30) day period to bargain over the effects of the decision. The notice period shall be no less than two (2) weeks in the event of a declaration of financial exigency by the Board of Trustees, unless otherwise mutually agreed.

Dominican's failure to provide notice of a change in past practice that materially impacts the DUCFFT bargaining unit member's or members' terms and conditions of employment shall be addressed by Article 27, *Grievance and Arbitration*.

Dominican's failure to exercise any management right reserved to it shall not be deemed a waiver of its right to exercise the same.

D. Faculty Governance and Relationship to the DUCFFT Faculty Union

Faculty Governance Committees: Procedures for DUCFFT bargaining unit member participation in the governance of Dominican have been established by the Faculty Handbook. The presently constituted organizations within Dominican or any other or similar body composed in whole or in part of the DUCFFT bargaining unit members, shall continue to function at Dominican, provided that the actions thereof may not directly or indirectly repeal, rescind, or modify the terms and conditions of this Agreement. When discussion of any faculty governance committee relates to working conditions or any topics covered by this Agreement, including policies or decisions that directly impact working conditions, the matter should be referred to the Union for consideration to ensure legal compliance with Dominican's obligations under the National Labor Relations Act.

E. Faculty Representation on Search Committees for Upper Administration

Two DUCFFT bargaining unit representatives should have a seat on hiring committees for Upper Administration positions (e.g., President, Vice-Presidents, Deans, University Librarian). These representatives shall have standing not only in the selection of the appointee, but also in the process by which the appointee is selected. One representative will be appointed by the Faculty Forum and the other by the Union. The appointing administrator shall take the DUCFFT bargaining unit voice into account (as conveyed through the DUCFFT bargaining unit member representatives on the search committee)

prior to making an appointment, provide compelling reasons stated in detail to justify any overriding of the DUCFFT bargaining unit judgment, and make every effort to ensure that the appointee is advised of DUCFFT bargaining unit concerns and given the opportunity to respond to them.

F. DUCFFT Bargaining Unit Members' Evaluation of Administrators

Dominican provides DUCFFT bargaining unit members with a role in evaluating specified administrators. The DUCFFT bargaining unit role in the evaluation of administrators is intended to be especially focused on DUCFFT bargaining unit member interaction with administrators directly charged with the oversight of the educational program, of students, and of such personnel matters as salaries, promotion, and tenure.

G. Process for DUCFFT Bargaining Unit Member Review of Administrators

DUCFFT bargaining unit members participate in the evaluation of senior academic leadership, including review of Dominican's President, Vice President for Academic Affairs, Academic Deans, and the Administrator overseeing the library.

1. Frequency of Review

The following senior academic administratorship positions (President, the Vice President for Academic Affairs, Academic Deans, and the Administrator overseeing the library) will be evaluated by DUCFFT bargaining unit members every three (3) years. DUCFFT bargaining unit members will evaluate senior academic administratorship from their academic units and all DUCFFT bargaining unit members shall evaluate the Vice President for Academic Affairs and the President.

The University President and Vice President for Academic Affairs were previously evaluated by DUCFFT bargaining unit members in Academic Year 2023-2024, pursuant to the evaluation process established by the December 11, 2023 side letter to the 2023-2025 Collective Bargaining Agreement. Academic deans were evaluated under the same process in academic year 2024-2025.

Per the process for DUCFFT bargaining unit member review of administrators, the President and VPAA are scheduled to undergo the self-evaluation process in Academic Year 2024-2025. The Academic deans are scheduled to undergo the self-evaluation process in Academic Year 2025-2026.

Evaluations of administrators shall occur every three (3) years. Therefore, evaluations of the President and the Vice President for Academic Affairs shall next occur in Academic Year 2026-2027, and the evaluation of the Administrator overseeing the library and the Academic Deans will next occur in Academic Year 2027-2028.

2. Opportunity for Meaningful Participation

The process will be conducted so that DUCFFT bargaining unit members have reason to believe that their participation in the review has been meaningfully weighed in the outcome and led to appropriate actions.

3. Membership of the Review Committee

The PREC will conduct the upper administration evaluation. The University shall provide administrative support for the scheduling of meetings and interviews in the review process.

4. Process for DUCFFT Review of Senior Academic Administrators.

Note: “Appropriate faculty” refers to full-time faculty who are under the direct supervision of a given Senior Academic Administrator:

- For the University President, that includes all full-time faculty;
- For the Vice President for Academic Affairs, that includes all full-time faculty;
- For the Dean of the School of Liberal Arts and Education, that includes all full-time faculty within the School of Liberal Arts and Education;
- For the Dean of the School of Health and Natural Sciences, that includes all full-time faculty within the School of Health and Natural Sciences;
- For the Dean of the Barowsky School of Business, that includes all full-time faculty within the Barowsky School of Business; and
- For the Administrator overseeing the library, that includes all full-time Librarians.

Schedule:

By October 1st: PREC communicates to eligible Senior Academic Administrators that they will be undergoing review during that academic year, and shares a copy of this Article with those administrators. At this time, the PREC will coordinate interview dates and times with Senior Academic Administrators to review findings (see below). Additionally, the PREC will communicate to appropriate faculty regarding which of the Senior Academic Administrators will be reviewed during that academic year.

By November 1st: DUCFFT shall distribute a written survey and relevant job descriptions to the appropriate DUCFFT bargaining unit members.

November 1st to November 15th: Survey of appropriate faculty is conducted.

By December 8th: Survey data summary is shared with eligible senior academic administrators and the PREC.

By February 15th: Senior Academic Administrators may submit self-assessments to the PREC based on survey results

February 16th:-April 1 (By April 1): PREC meets separately with Senior Academic Administrators to discuss results

By April 15th: PREC task force shares assessment results with Senior Academic Administrators, as well as each administrator’s direct supervisor:

- When the University President is being assessed, the PREC shares the results with the Board of Trustees.
- When the Vice President for Academic Affairs is being assessed, the PREC shares the results with the University President.
- When the Academic Deans are being assessed, the PREC shares the results with the Vice President for Academic Affairs.

By May 1st: Disclosure to appropriate faculty

- In the academic year following a Senior Academic Administrator's evaluation, the Senior Academic Administrator is asked to submit a follow-up report to PREC, outlining the steps they've taken to address any concerns or recommendations raised in the task force's report.

H. For Reviews of the President:

By April 15th of each year in which a DUCFFT evaluation of the President has been conducted, the PREC shall submit to the Board and to the President the evaluation scores of the President, which the Board shall have an opportunity to review and consider as part of its evaluation of the President.

When the President presents to the Board a self-evaluation, included in this self-evaluation shall be an assessment by the President of the survey scores they received from DUCFFT bargaining unit faculty members who completed the survey of Senior Academic Administratorship.

The parties acknowledge and agree that decisions related to the appointment of the President are exclusive to the Board of Trustees.

I. For all Reviews:

No later than November 1st of each evaluation year, DUCFFT shall distribute to its members a written survey and the relevant job description of the senior academic administrators under review, to be made available to the appropriate DUCFFT bargaining unit members electronically. The survey shall ask the respondent's position (tenured, etc.) and shall solicit the following information:

1. How often do you typically interact with [name]?
 - Daily
 - Weekly
 - A few times a semester
 - A few times a year
 - Not at all

Please rate their effectiveness in the following areas:

	Not at all effective (1)	Somewhat ineffective (2)	Somewhat effective (3)	Effective (4)	Extremely effective (5)	N/A or can't rate
Strategic focus and planning	o	o	o	o	o	o
Accountability	o	o	o	o	o	o
Budgeting	o	o	o	o	o	o
Coaching and guidance (including willingness to provide constructive feedback)	o	o	o	o	o	o
Open/clear communication and active listening	o	o	o	o	o	o
General transparency	o	o	o	o	o	o
Supporting employees (faculty and/or staff) to do their best work	o	o	o	o	o	o

Supporting what students need to persist and graduate	<input type="radio"/>					
Relationship-building and collaboration	<input type="radio"/>					
Composure, patience, and diplomacy	<input type="radio"/>					
Support for an engaged learning environment	<input type="radio"/>					
Commitment to diversity, equity, and inclusion	<input type="radio"/>					

Please rate the overall effectiveness of [name] in their role as the [title].

- Not at all effective (1)
- Somewhat ineffective (2)
- Somewhat effective (3)
- Effective (4)
- Extremely effective (5)
- N/A or can't rate

In addition to the quantitative items listed above, the survey shall include a space for open-ended responses, entitled “Other comments related to performance.”

The survey evaluating senior academic administrators will be made available by the Director of Assessment to the appropriate members of the DUCFFT bargaining unit from November 1st to November 15th. The Director of Assessment will administer the survey and provide survey data summary with eligible Senior Academic Administrators and the PREC by December 8th. Each Senior Academic Administrator will receive a total mean and median score for each individual category, as well as a total evaluation score. The mean and median scores for each item, along with the number of evaluators who participated in evaluating a particular senior academic administrator, will be presented to the PREC for review and analysis. The results of the survey shall not be considered if there is less than 51% participation by DUCFFT bargaining unit members, to ensure an adequate sample size. For the Deans and the Administrator overseeing the library, the 51% shall be comprised of DUCFFT bargaining unit members who teach in the relevant academic area.

Prior to the issuance of the report, the PREC will invite the Senior Academic Administrator under review to submit a self-narrative, if the Senior Academic Administrator so wishes. Following the submission of evaluation results to the Senior Academic Administrator under review and the PREC, the PREC will meet with the Senior Administrators being evaluated. The Office of Academic Affairs will schedule those meetings. The self-narrative and the results of the standing meeting between the Senior Administrator under review and the PREC may be included in the PREC's report.

The report that emerges from the evaluative procedure will describe the main premises governing the PREC's report, state clearly the method by which information was sought and the guarantees of confidentiality offered to all participants, give fair treatment to both the strengths and areas for improvement of the Senior Academic Administrator's performance, and offer clear counsel to the recipient of the report ("commendations and recommendations").

J. Disclosure of Evaluation Results

The global mean evaluation score and the range of mean scores (i.e., the highest and the lowest item means) of the administrator being evaluated, as well as the number of appropriate DUCFFT bargaining unit members who participated in the survey for the applicable administrator will be shared with all appropriate DUCFFT bargaining unit members by the PREC as follows:

After the PREC's report has been issued, for those Senior Academic Administrators who were evaluated, during the next fall semester, the PREC shall present a high-level summary of their evaluation results to the appropriate DUCFFT bargaining unit members. Included in their high level summary shall be a summary of the Senior Academic Administrator's self-assessment of the survey results they received, with the PREC taking care to protect the employee's privacy when preparing such summaries. The governing board or appointing administrator should publish a summary of the review, including a statement of actions taken as a result of the review, where such disclosure does not violate the Senior Academic Administrator's right to privacy as an employee. Individual comments from the narrative in the survey shall not be included (nor referenced) in the PREC's summary disclosures (oral or written); trends and themes may be addressed.

In the academic year following a Senior Academic Administrator's evaluation, the Senior Administrator shall submit a follow up report to the PREC to explain their efforts to address concerns that were identified by the PREC in its report.

1. Other Terms

This process for DUCFFT bargaining unit member review of Senior Academic Administrators shall not be subject to the Grievance and Arbitration provisions of this Collective Bargaining Agreement unless the grievance is that the University acted arbitrarily and capriciously in carrying out this article.

K. DUCFFT Access to Agenda and Minutes from Council of Academic Deans

For each meeting of COAD, the Office of the Vice President for Academic Affairs shall provide a copy of the COAD agenda to the president of DUCFFT when it is published to the COAD membership. Additionally, for each meeting of COAD, the Office of the VPAA shall provide a copy of the COAD minutes to the president of DUCFFT within two (2) business days of the approval of those minutes.

L. Semi-Annual Meeting Between DUCFFT and Board of Trustees

Board Leadership (comprised of the Chair and Vice Chair), University leadership (comprised of the University President and Vice President for Academic Affairs), and Faculty Leadership (comprised of the Union President and Chair of the Faculty Forum) shall meet (in-person or virtually) at a mutually agreeable time once during the Fall semester and once during the Spring semester.

The purpose of this semi-annual meeting is to provide an opportunity for DUCFFT bargaining unit members and the Board of Trustees to interact in a meaningful way. At each meeting, the date and time of the next meeting shall be established and all parties shall make best efforts to attend.

In order to ensure adequate preparation and a robust discussion, agenda items shall be exchanged by the Chief of Staff to the President and Board of Trustees, and the Union president, at least one (1) week prior to the meeting date which may include the following topics to be selected by the participants:

- Board Organization and Function/How the Board Works
- Process for Considering and Approving Policy
- Current Financial Status and Projections
- Mission
- Academic Program Health
- Student Success
- Student Affairs, to include Student Health and Wellness

- Student Recruitment and Retention
- Strategic Planning
- Faculty Work and Morale

In order to preserve the collective bargaining process, all topics that are the subject of ongoing bargaining at the time of a meeting and all requests for information shall only be processed through the official collective bargaining process. In addition, the following shall not be discussed:

- Individual personnel items;
- Pending legal issues; or
- Administrative decisions that do not include Board action/input.

M. Access to Board Information

In order to provide timely information regarding Board initiatives, at the time that the Board's meeting agenda is published to the Board, a copy shall be transmitted to the members of the semi-annual meetings between DUCFFT and the Board of Trustees. Following the Board meetings, non-confidential resolutions (resolutions that do not include confidential personnel information or other information that is required to be preserved as confidential) shall be shared with the meeting attendees of the semi-annual meetings between DUCFFT and the Board of Trustees within two (2) weeks of the Board action. Access and redisclosure of this information shall be limited to those within the University community.

Agendas and resolutions may be discussed at the semi-annual meetings between DUCFFT and the Board of Trustees provided that confidential personnel or legal issues are not disclosed.

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ARTICLE 3 - NON-DISCRIMINATION

The Union shares Dominican's commitment to diversity, equity, and inclusion, and agrees that all members of the Dominican community share in the responsibility for realizing this goal. As such, Dominican and the Union will not discriminate on the basis of race, color, creed, religion, ethnicity, national origin, ancestry, sex, gender, gender identity and expression, marital status, sexual orientation, age, disability, medical condition, veteran's status, or union activities, or any other category protected by law, regulation, or ordinance against any DUCFFT bargaining unit member or applicant for employment by the Union, Dominican, or anyone employed by Dominican.

Dominican and the Union will not tolerate harassment of DUCFFT bargaining unit members by any other employee or affiliates of Dominican.

There shall be no retaliation for reporting complaints of harassment, discrimination, or retaliation. A DUCFFT bargaining unit member shall not suffer retaliation for participation in DUCFFT activities.

Except for discrimination or retaliation on the basis of union activities by Dominican, complaints of harassment on the basis of a protected category by someone at or affiliated with Dominican shall be processed through Dominican's harassment procedures as they exist at the time of the complaint. Complaints pertaining to retaliation by someone at or affiliated with Dominican for reporting discrimination or harassment on the basis of a protected category or participating in the investigation thereof, shall be processed through Dominican's procedures as they exist at the time of the complaint. Dominican's failure to invoke these procedures may be subject to a grievance by the Union. However, the underlying conduct shall be investigated and resolved pursuant to Dominican's procedures as they exist at the time of the complaint. The Union agrees that Dominican has the right to amend its discrimination, harassment and retaliation investigation and complaint and resolution policies. Dominican agrees that any changes not mandated by law or regulation made by Dominican will not abridge any DUCFFT bargaining unit member's rights as set forth under this *Article 3*. Dominican further agrees that it will notify the Union of any such changes.

DUCFFT bargaining unit members may choose to have a Union representative present during any meeting held under this Article.

ARTICLE 4 -UNION SECURITY AND CHECKOFF

A. Union Membership & Dues

As a condition of continued employment, all DUCFFT bargaining unit members covered by this Agreement and those hired on or after its effective date shall, within thirty (30) days following the first date for which they are on payroll, either become a member of the Union and pay regular monthly dues thereto or, in lieu thereof, shall pay an agency fee to the Union each month. The Union is responsible for reporting the list of its dues paying members to the University.

This dues amount shall be established by the Union as a percentage, to be withheld from the DUCFFT bargaining unit member's bi-weekly paycheck. The Union shall notify the Payroll Department of the percentage to be deducted and the calculation method by June 1 each year. If the Union revises the percentage in withholding amount for union-related fees but fails to notify the Payroll Department of the percentage change by June 1, the percentage change will not be implemented until the following academic year. All DUCFFT bargaining unit members shall provide the University authorization, in writing, to withhold their union -related fees from their regular paycheck.

B. Agency Fees

Except as provided below, all DUCFFT bargaining unit members covered by this Agreement who do not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty (30) days following the first date for which the DUCFFT bargaining unit member is on payroll, (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid by those who choose to become members of the Union. Such agency fee shall not include non-representational expenses such as political or charitable activities by the Union.

C. Religious Exemption

As authorized by federal labor law, DUCFFT bargaining unit members who are members of a bona fide religion, body, or sect which has historically held conscientious objections to joining or final supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to one of the non-religious charitable organizations listed below. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. The following nonreligious charitable organizations have been agreed to by the Union and Dominican: Canal Alliance, Center for Domestic Peace, and/or Homeward Bound of Marin.

D. Voluntary COPE & Charitable Contributions

DUCFFT bargaining unit members may also notify Dominican if DUCFFT bargaining unit members authorize voluntary deductions from paychecks for the following:

1. A voluntary contribution to the DUCFFT Committee on Political Education (“COPE”) in addition to dues; and
2. A charitable contribution to one more of the following nonreligious charitable organizations: Canal Alliance, Center for Domestic Peace, and/or Homeward Bound of Marin.

E. Payroll Deduction Procedure

Payment of union dues, agency fees, COPE and voluntary charitable contributions shall be via the payroll deduction procedure provided by this Article. Dominican will honor written assignment of wages to the Union for the payment of dues, agency fees, COPE, and charitable contributions, when such assignments are authorized by a valid dues deduction form. payroll deduction form(s) (set forth in Exhibits 1 and 2 of this article). DUCFFT will inform the Dominican of any member who authorizes COPE deductions and will provide a copy of this authorization and member digital signature for this authorization. It is agreed that Dominican shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold Dominican harmless from any claims, actions, or proceedings by a DUCFFT bargaining unit member arising from Dominican's actions in accordance with this Article.

F. Timing of Deductions

Each payday that the DUCFFT bargaining unit member receives a paycheck Dominican shall deduct from a DUCFFT bargaining unit member's compensation a sum of dues or agency fees and any voluntary COPE or charitable contributions owed to the Union-for the time period covered by that paycheck, pursuant to and as authorized under federal labor law and by valid dues authorization form. Dues (set forth in Exhibits 1 and 2 of this article). Payroll deductions will begin in the paycheck following the receipt of the authorization by the Dominican payroll department and need not include retroactive deductions. The Union will provide Dominican a suitable form for The parties have agreed that the attached deduction authorization of this payroll deduction for current DUCFFT bargaining unit members and form shall be used to authorize deductions under this article. Dominican's Human Resources department will include that form in the onboarding materials for new DUCFFT bargaining unit members, Dominican will include that form and their appointment letter.

G. Remittance of Dues to Union

Dominican shall remit the contributions described by this Article to the Union along with a complete list of members and agency fee payers within the first ten (10) business days of the month following the month of collection.

EXHIBIT 1

*Employer reserves the right to modify this form for logistic and legal purposes.

Dominican University of California Faculty Federation of Teachers (DUCFFT) Payroll Wage Withholding Authorization - CFT Membership Dues

Dominican full-time faculty are unionized as DUCFFT (AFT Local 6604). Regardless of membership, all bargaining unit members are employed under the agreements laid out in the DUCFFT Collective Bargaining Agreement.

To join DUCFFT please follow this link (<https://connect.aft.org/app/memberforms/06604/join>), visit DUCFFT.org, or reach out to your DUCFFT president or vice president at president@ducfft.org or vp@ducfft.org

If you do not wish to complete this form, you must complete: Agency Fee/Charitable Deduction Authorization

In accordance with Article 4 of the Collective Bargaining Agreement, *Union Security and Checkoff*, I authorize Dominican University of California to withhold an amount from my wages as may be determined by DUCFFT for membership dues and furnish to DUCFFT on my behalf to satisfy my membership dues obligations. Such payment will be withheld each pay period. My authorization to pay union membership dues shall remain in effect and shall be irrevocable unless I revoke it by sending written notice by U.S. mail to both the Employer and the Union during the fifteen (15) day period before the annual anniversary date of this dues deduction authorization agreement, or the date of termination of the applicable collective bargaining agreement between the employer and the Union, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it during the window period, regardless of my membership.

I represent that this authorization is executed voluntarily and has not been made as a condition of my continued employment.

Employee name (printed): _____

Employee signature: _____

Date: _____

IRS Disclaimer: Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

EXHIBIT 2

Agency Fee/Charitable Deduction for Religious Objectors Authorization

Dominican full-time faculty are unionized as DUCFFT (AFT Local 6604). Regardless of membership, all bargaining unit members are employed under the agreements laid out in the DUCFFT collective bargaining agreement.

To join DUCFFT please follow this link (<https://connect.aft.org/app/memberforms/06604/join>), visit DUCFFT.org, or reach out to your DUCFFT president or vice president at president@ducfft.org or vp@ducfft.org

If you do not wish to complete this form, you must complete: CFT Membership Dues Withholding Form

Pursuant to Article 4 of the CBA, employees who do not authorize deduction of Union membership dues shall elect one of the following:

- Agency Fee deduction
- Charitable Contribution deduction (only for approved religious exemption; see Article 4 for details)

I represent that this authorization is executed voluntarily and has not been made as a condition of my continued employment.

Employee name (printed): _____

Employee signature: _____

Date: _____

IRS Disclaimer: Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

ARTICLE 5 - NEW FACULTY ORIENTATION

When Dominican hires new DUCFFT bargaining unit members, it generally holds a New Faculty Orientation. Attendance at the New Faculty Orientation will be an expectation for newly-hired DUCFFT bargaining unit members.

Dominican shall notify the Union of any New Faculty Orientation meetings no less than thirty (30) days prior to the meeting date. This information shall be provided to the DUCFFT leadership and stewards (whose names have been provided to Dominican pursuant to Article 6, *DUCFFT Communication and Access Rights*) by the Office of Academic Affairs.

Pursuant to the provisions of Article 1, *Recognition*, Dominican shall provide the Union with a full list of new DUCFFT bargaining unit members at least one (1) week prior to the orientation date.

The Union shall have at least thirty (30) minutes during each New Faculty Orientation at a time mutually agreed by the Union and Dominican to meet with incoming DUCFFT bargaining unit members and present Union materials. This portion of the meeting will be for the Union and the DUCFFT bargaining unit members, unless the Union chooses to invite others as well.

Dominican shall provide an appropriate meeting space for the Faculty Union Orientation.

ARTICLE 6 - DUCFFT COMMUNICATION AND ACCESS RIGHTS

A. Posting

Dominican and DUCFFT shall post on their websites an official version of this Agreement.

B. Use of Facilities

Dominican facilities, to the extent not being used for regular Dominican business, may be scheduled by DUCFFT bargaining unit members for Union-related business as it relates to Dominican. All such scheduling shall be through Dominican's regular facilities scheduling system and consistent with the same procedures applicable to all faculty members and staff seeking to schedule the use of such facilities. Any concerns about scheduling rooms shall be directed to the Labor Management Committee.

C. Communication

Intra-campus mail service, including electronic mail services, but excluding printing and photocopying, shall be available to DUCFFT at no cost for official DUCFFT communications. DUCFFT bargaining unit members' mailboxes may be utilized by DUCFFT for purposes of DUCFFT communication. DUCFFT may use Dominican DUCFFT bargaining unit members emails for communicating with its members; however, as Dominican-operated emails, the parties are reminded that, consistent with Dominican's policies, any email communications should not be considered confidential or private given the oversight by Dominican's Information Technology Services. Furthermore, it should be noted that emails sent through Dominican's email are the property of Dominican, not the sender or the Union.

Union members may also use Dominican's computers for virtual meetings such as Zoom meetings.

D. Bulletin Boards for Postings

DUCFFT shall have the use of locked, designated bulletin boards on campus for the posting of DUCFFT material in the following locations:

- Guzman
- Angelico
- Meadowlands
- Science Building
- Bertrand
- San Marco
- Human Resources

- Outside of Caleruega

Such bulletin boards shall be in the above locations in places visible and accessible to DUCFFT bargaining unit members and in areas frequented by DUCFFT bargaining unit members. Any changes to these locations shall be approved by the Labor Management Committee.

E. Designation of Representatives

The names of the DUCFFT bargaining unit representatives and Union officials will be provided to Dominican Office of Vice President for Academic Affairs, or their designee, at least ten (10) days before the start of each semester and within five (5) business days of any subsequent change.

ARTICLE 7 - UNION LEAVE AND ACTIVITIES

Union leave shall be governed by the provisions set out below:

- A. Upon the request of DUCFFT, with at least three (3) months' notice (or less notice if mutually agreeable), Dominican shall grant in a timely manner union leave without loss of job security or status. Such leaves shall be granted up to the equivalent of one (1) semester per Academic Year and shall be aligned with the semester in question. During this semester, the DUCFFT bargaining unit member shall be compensated by the Union, not by Dominican. While on a Union leave of absence, the DUCFFT bargaining unit member shall be eligible for Dominican health care benefits for no more than six months if the DUCFFT bargaining unit member pays all the benefit premiums and the plan allows for participation while on an unpaid leave of absence.
- B. A DUCFFT bargaining unit member who is on union leave shall have the right to return to their former position upon expiration of the leave, without loss of seniority or status.
- C. DUCFFT may request union leaves of absence for a specified period of time shorter than one term for DUCFFT bargaining unit members. Additionally, the Union may request partial leaves of absence such as course, unit, or hourly release.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

The Union and Dominican agree to create a Labor-Management Committee (“LMC”) for the purpose of discussing the implementation of this Agreement and resolving concerns related to this Agreement at the earliest opportunity, as well as matters of mutual interest related to the working conditions of the DUCFFT bargaining unit members and Dominican.

The LMC shall consist of at least one (1) member who shall be appointed by the Union, along with the Vice President of Academic Affairs, or their designee, and at least one (1) other representative appointed by Dominican. Neither the Union or Dominican shall be represented in any LMC meeting by more than four (4) individuals.

The LMC shall meet at least twice during each of the Fall and Spring semesters at mutually agreeable dates and times. Additional meetings may be scheduled by mutual agreement. Designated representatives of Dominican and the Union shall set agenda items one (1) week prior to the meeting.

ARTICLE 9 - AFFIRMATION OF FULL DISCLOSURE

Under this Article, information to be provided to DUCFFT, shall be provided under the direction of the Office of the Vice President of Academic Affairs. Unless otherwise specified below, there shall be two disclosure dates: the Summer Disclosure date (July 31st) and the Winter Disclosure date (January 30th). Numbers refer to *Table A: Disclosures Timeline* at the end of this Article. For the purposes of the disclosure data, “academic year” is defined as summer, fall, and spring semesters.

A. Financial Disclosures to DUCFFT

- The Annual Audited Financial Statement within thirty (30) days of acceptance by the Board of Trustees; (1.1)
- The Auditor's Certified Annual Report within thirty (30) days of acceptance by the Board of Trustees; (1.2)
- The Approved Budget of Dominican within thirty (30) days of approval by the Board of Trustees; (1.3)
- Any projections on enrollment - Summer Disclosure date; (2.1);
- Actuals on enrollment - Winter Disclosure date; (4.1);
- Any projections on tuition discount rate, if any, - Summer Disclosure date; (2.1);
- Actual tuition discount rate - Winter Disclosure date; (4.1); and
- Any increases in aggregate salary for any faculty constituency - Summer Disclosure date. (2.2)

B. Bargaining Unit Information

On the Summer Disclosure date, Dominican will provide to the Union certain information regarding DUCFFT bargaining unit members who meet the definition of employee under Subsection B of this Article 1, *Recognition*. This information shall include:

- Each DUCFFT bargaining unit member's name; (2.3);
- Identification number; (2.3);
- Office address; (2.3);
- Home address; (2.3);
- Phone number(s) on file (as available) (2.3);

- Personal email (as available) (2.3);
- The date of hire when the DUCFFT bargaining unit member first taught at Dominican; as a full-time faculty member (2.3);
- Dominican email address (2.3);
- Title/rank; and years in rank (2.3), and
- Salary. (2.3).

No later than two (2) weeks after the census date in each Fall and Spring semester, Dominican will provide to the Union the following workload information regarding DUCFFT bargaining unit members:

- Course assignment(s) for the relevant semester (including course title(s) and sections), Department, (3.1, 5.1),
- Units per course. (3.1, 5.1).

At the Summer Disclosure date, the following available information regarding DUCFFT bargaining unit members for the prior academic year, where applicable:

- Any Dominican required non-instructional academic responsibilities, including advising or grant-writing; (2.5);
- Overload units; (2.6);
- Banked overload; (2.6); and
- Paid-out overload. (2.6).

On the first business day of each month during the Fall and Spring semester,

- Dominican will also notify the Union of DUCFFT bargaining unit member changes, if any. (7.1)

C. Faculty Pay Disclosures to the Union

For DUCFFT bargaining unit members:

- Base salaries - Summer Disclosure date; (2.3);
- Personnel changes - Summer Disclosure date; (2.4);

- Prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves) - Summer Disclosure date or as otherwise specified in this Agreement; (2.4); and
- Any timetables for implementation of such prospective personnel changes - Summer Disclosure date or as otherwise specified in this Agreement. (2.4).

In addition to the above, the following shall be produced:

- Upon mailing an appointment letter to a new DUCFFT bargaining unit member a copy shall be provided to the Union with the same, which shall include the name, mailing address, rank, base salary, effective date, and length of appointment of such new DUCFFT bargaining unit member. (8.1)
- On the Summer Disclosure date and the Winter Disclosure date, a list of all newly hired DUCFFT bargaining unit members appointed for the preceding semester, including the name, mailing address, and base salary compensation shall be provided to the Union. (2.7, 4.2)
- Separations Other than Involuntary Separation. No later than thirty (30) days after the fact, the Union shall receive copies of notices sent to DUCFFT bargaining unit members that their appointment at Dominican has concluded for any reason other than involuntary termination, including retirement, disability, or death. (8.2)
- Notice of Involuntary Separation. Copies of all involuntary separation notices of DUCFFT bargaining unit members shall be forwarded to DUCFFT at the same time such notices are sent to the DUCFFT bargaining unit member. (8.3)

D. By March 31st of each year, the Union shall be provided with an electronic copy of the W2 taxable wages and the value of all benefits provided by Dominican for all DUCFFT bargaining unit members for the preceding calendar year. (6.1)

E. On the Summer Disclosure date, the DUCFFT shall be provided with the following information, in searchable electronic format, for the prior academic year:

- For each DUCFFT bargaining unit member, all remuneration, including base pay, overload pay, stipends, and any other monetary compensation paid by Dominican; (2.8);
- For each DUCFFT bargaining unit member, all release time hours by semester and the purpose for which the release time was granted; and any compensation paid by Dominican for such release time; (2.5); and
- For each DUCFFT bargaining unit member, all benefits provided by Dominican, including the type of health insurance provided, employer contributions to retirement plans, and tuition benefits, if any. (2.9)

F. Other Disclosures:

- Any modifications of employment policies that shall directly or indirectly affect the DUCFFT bargaining unit members. This notice shall be produced to DUCFFT in writing.
- All information will be provided electronically to the extent practicable and in the format maintained by Dominican.

TABLE A: DISCLOSURES TIMELINE
(Information organized by report number.)

1. Financial Disclosures – Within thirty (30) days of acceptance by the Board of Trustees.	
1.1	The Annual Audited Financial Statement
1.2	The Auditor's Certified Annual Report
1.3	The Approved Budget of Dominican
2. Summer Disclosures – July 31	
2.1	Any projections on enrollment; Any projections on tuition discount rate, if any.
2.2	Any increases in aggregate salary for any faculty constituency.
2.3	Bargaining Unit Member Information: Identification Number; Name; Date of Hire when the DUCFFT bargaining unit member first taught at Dominican as a full-time faculty member; Home Address; Phone Number(s) on file (as available); Personal Email (as available); Office Address; Dominican Email Address; title/rank and years at rank, and Salary.
2.4	Prospective Personnel Changes (appointment, reappointment, promotion, tenure, retirement, leaves); Any timetables for implementation of such prospective personnel changes.
2.5	For the prior academic year, any Dominican required non-instructional academic responsibilities, including advising or grant-writing. For each DUCFFT bargaining unit member, all release time hours by semester and the purpose for which the release time was granted; and any compensation paid by Dominican for such release time.
2.6	Overload units; banked overload; and paid-out overload.
2.7	A list of all DUCFFT bargaining unit members appointed for the preceding semester including name; mailing address; and base salary compensation.
2.8	For each DUCFFT bargaining unit member, all remuneration, including base pay; overload pay; stipends; and any other monetary compensation paid by Dominican.
2.9	For each DUCFFT bargaining unit member, all benefits provided by Dominican, including the type of health insurance provided, employer contributions to retirement plans, and tuition benefits, if any.
3. No Later than Two Weeks After Fall Census Date (September 15): Due Date September 29	

3.1	Course assignment(s) for the relevant semester (including course title(s) and sections); Department; and Units per Course.
4. Winter Disclosures – January 30	
4.1	Actuals on enrollment. Actual tuition discount rate, if any.
4.2	A list of all DUCFFT bargaining unit members appointed for the preceding semester including name; mailing address; and base salary compensation.
5. No Later than Two Weeks After Spring Census Date (February 15): Due Date March 1	
5.1	Course assignment(s) for the relevant semester (including course title(s) and sections); Department; and Units per Course.
6. W2 Taxable Wages and Benefits – March 31	
6.1	The Union shall be provided with an electronic copy of the W2 taxable wages and the value of all benefits provided by Dominican for all DUCFFT bargaining unit members for the preceding calendar year.
7. Monthly on the first business day of each month during Fall and Spring Semester	
7.1	Dominican will notify the Union of DUCFFT bargaining unit member changes, if any.
8. Concurrent with execution, or within 30 days of execution	
8.1	New Faculty Appointment Letters: Upon mailing an appointment letter to a new DUCFFT bargaining unit member a copy shall be provided to the Union with the same, which shall include the name, mailing address, rank, base salary, effective date, and length of appointment of such new DUCFFT bargaining unit member.
8.2	Separations Other than Involuntary Separation. No later than thirty (30) days after the fact, the Union shall receive copies of notices sent to DUCFFT bargaining unit members that their appointment at Dominican has concluded for any reason other than involuntary termination, including retirement, disability, or death.
8.3	Notice of Involuntary Separation. Copies of all involuntary separation notices of DUCFFT bargaining unit members shall be forwarded to DUCFFT at the same time such notices are sent to the DUCFFT bargaining unit member.
9. Other Disclosures	
Any modifications of employment policies that shall directly or indirectly affect the DUCFFT bargaining unit members. This notice shall be produced to DUCFFT in writing. All information will be provided electronically to the extent practicable and in the format maintained by Dominican	

ARTICLE 10 - ACADEMIC FREEDOM

The following statements of Principles on Academic Freedom and Professional Ethics have been excerpted and adapted from The American Association of University Professors Policy Documents and Reports, 10th ed., American Association of University Professors, Washington DC: 2006.

The purpose of these statements is to promote understanding and support of academic freedom and to elucidate the special ethical responsibilities of members of the academic profession.

Academic freedom is essential to ensure that institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights:

- DUCFFT bargaining unit members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.
- DUCFFT bargaining unit members 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.
- DUCFFT bargaining unit members are citizens, members of a learned profession, and representatives of Dominican. 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 educators, they should remember that the public may judge their profession and Dominican 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 institution.
- Full freedom in research and in the publication of the results applies to the use of electronic media for the conduct of research and the dissemination of findings and results, as it applies to the use of more traditional media.
- Teaching may occur in any location, real or virtual, in which instruction occurs. In all these different types of classroom locations, the protections of academic freedom shall apply.
- In their capacity as citizens, DUCFFT bargaining unit members should be free to engage in political activity so far as they are able to do so consistently with Dominican's obligations. Certain kinds of political activity (such as campaigning for elective office, serving in the State Legislature, or holding a limited-term appointment in a full-time governmental position) may require a unit member to seek a leave of absence from

Dominican. Such leave requests will be addressed pursuant to the provisions of Article 23, *Absences and Leaves*.

- The parties agree that social media and other electronic media pose novel issues for DUCFFT bargaining unit member speech and media use, specifically regarding the flow of digital information and efforts to maintain the distinction between private speech acts and statements made as a representative of Dominican. The principles articulated in this Article shall be applied to any and all types of speech or communication covered by this Article, regardless of the nature of the communication (in-person, digital).
- As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- DUCFFT bargaining unit members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, DUCFFT bargaining unit members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although DUCFFT bargaining unit members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- As teachers, DUCFFT bargaining unit members encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. DUCFFT bargaining unit members demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. DUCFFT bargaining unit members make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between faculty member and student. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- DUCFFT bargaining unit members accept their share of DUCFFT bargaining unit responsibilities for the governance of the institution.
- As members of Dominican, DUCFFT bargaining unit members seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. DUCFFT bargaining unit members give due regard to their paramount responsibilities within the institution in determining the amount and character of work done outside it. When considering the interruption or termination of their

service, DUCFFT bargaining unit members recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

- As members of their community, DUCFFT bargaining unit members have the rights and obligations of other citizens. DUCFFT bargaining unit members measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for Dominican. As citizens engaged in a profession that depends upon freedom for its health and integrity, DUCFFT bargaining unit members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

ARTICLE 11 - INTELLECTUAL PROPERTY

I. SCOPE

According to the United States Patent and Trademark Office, Intellectual Property refers to "creations of the mind," creative works or ideas embodied in a form that can be shared, or can enable others to recreate, emulate, or manufacture them. The four ways to protect Intellectual Property are: (1) Trademarks, (2) Patents, (3) Copyright, and (4) Trade Secrets.

This Article covers three of the four defined forms of Intellectual Property associated with the creative and scholarly activities of DUCFFT bargaining unit members: copyright, patents, and trademarks (collectively, "Intellectual Property"). This Article sets forth a statement of Article regarding the ownership of, and procedures for, such Intellectual Property.

The term "Intellectual Property" encompasses copyrightable works, patents, and trademarks. For the purposes of this Intellectual Property Article, references to "Intellectual Property" shall mean copyrightable works, patents, and trademarks unless otherwise specified.

II. COPYRIGHTABLE WORKS

Copyright is a form of protection available to both published and unpublished works, provided by the laws of the United States to the authors of original Works of Authorship fixed in any tangible medium of expression now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

A. DEFINITIONS

1. Works of Authorship

Works of Authorship include the following categories and any other types of work explicitly specified in this Article:

- Literary works;
- Course materials, including lectures, activities, and tests;
- Online course materials, including recorded lectures, virtual activities, and online tests;
- Online course research guides, materials, and tutorials prepared by faculty librarians
- Musical works, including any accompanying words;
- Dramatic works, including any accompanying music;
- Pantomimes and choreographic works;

- Pictorial, graphic, and sculptural works (including photographs, prints, diagrams, models, and technical drawings);
- Motion pictures and other audiovisual works;
- Sound recordings; and
- Architectural works.

Computer programs are Works of Authorship to the extent they are protected by the federal copyright laws.

2. Creator(s)

Creator(s) are individuals or a group of individuals, singly or as a group, who make a substantive contribution to the creation of Intellectual Property.

B. OWNERSHIP OF COPYRIGHTABLE WORKS

Copyright is generally owned by the creator and is secured automatically when the work is "created," i.e. fixed tangible medium for the first time.

DUCFFT bargaining unit members should be recognized for and benefit from the results of their copyrightable work(s) of which they are Creator(s). The following section details the rights of DUCFFT bargaining members and the University in relation to the varying copyrightable works created in the course of one's work.

1. Independent Efforts and Copyrightable Works Created in Course and Scope of Employment

Independent Efforts (as defined herein) resulting in Copyrightable Works created, made or originated by a DUCFFT bargaining unit member, authored on their own time, with their own resources, shall be the sole and exclusive property of the DUCFFT bargaining unit members, except when they voluntarily choose to transfer ownership of such property, in full, or in part, in accordance with this Intellectual Property Article.

Examples of Independent Efforts may include, but are not limited to Course Materials and Creative Materials as described in the examples below:

a) Course Materials

Creators own their own course materials if created in the course and scope of their employment or if created using Independent Efforts, including but not limited to:

- Syllabi;
- Lectures/ video lectures and related audio or written materials;
- Student exercises, study guides;

- Multimedia programs;
- Online course materials and lecture videos;
- Online course research guides and tutorials; and
- Tests or similar items.

b) Creative Materials

Creators own their own creative materials, including but not limited to:

- Fictional and non-fictional narratives (books, scholarly or professional articles, novels, poems)
- Scientific and logical analyses
- Opinion or criticism
- Works of art and design (musical compositions, art works, other creative works)
- Photographs, films, video and audio recordings
- Computer software
- Architectural and engineering drawing
- Choreography
- Conference presentations and papers
- Dissertation

2. Institution-Sponsored Works

If the University expressly directs and compensates a DUCFFT bargaining unit member to create a specified work or if the work is created as a specific requirement of employment or as an institutional duty outside of the normal duties and responsibilities associated with being a full-time DUCFFT bargaining unit member, the University shall be entitled to claim ownership of the work.

a. Academic or scholarly works derived from Institution-sponsored works, including journal articles, lectures, books, videos, or other copyrightable works created through independent effort (even though based on the findings of, or derived from, the institution-sponsored work) shall reside with the creator, originator or author of the work.

b. A written document, signed by the DUCFFT bargaining unit member prior to initiation of the project, will be executed to acknowledge

the University's ownership of the Institution-sponsored copyrightable work, and the DUCFFT bargaining unit member's commitment to cooperate with the University regarding the same.

3. Externally-Sponsored Works

Copyrightable work(s) created as a deliverable on an externally sponsored contract shall be the property of the University unless the sponsored agreement or grant contract provides otherwise.

- a. Academic or scholarly works derived from externally-sponsored works, including journal articles, lectures, books, videos, or other copyrightable works created through independent effort (even though based on the findings of, or derived from, the institution-sponsored work) shall reside with the creator, originator or author of the derivative work.
- b. If the University and an external sponsor enter into an agreement to carry out research or other creative activities involving DUCFFT bargaining unit members, the DUCFFT bargaining unit members who participate in the project shall comply with the conditions of the agreement pertaining to ownership, protection and licensing of the copyrightable work developed, and shall be required to agree in writing that they will comply. Such agreement(s) shall supersede this Article to the extent that any provisions conflict.

4. Voluntary Transfer of Employee-Owned Works

If a DUCFFT bargaining unit member has voluntarily transferred ownership of the copyrightable work, in whole or in part to the University, then the University shall be entitled to claim ownership of the work. Such transfer shall be in the form of a written document signed by the creator(s) of the copyrightable work.

5. Joint Ownership

The University and its DUCFFT bargaining unit members shall avoid joint ownership of copyright. If joint ownership is the only feasible means to effectuate fair and equitable ownership, it shall be subject to the terms and conditions of a written agreement between the parties established in advance of such creation that specifies each parties' interests in and the terms of copyright management.

C. USE OF COPYRIGHTABLE WORKS CREATED BY FACULTY INDEPENDENT EFFORTS OR IN THE COURSE AND SCOPE OF EMPLOYMENT

1. The University shall be permitted a non-exclusive license, in perpetuity, to use the syllabus, course number, and course description as listed in the University catalog for instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for DUCFFT bargaining unit member-authored syllabi and course

descriptions. In addition, subject to the limitations in Section II.B of this Article the license shall allow the University:

- a. The right to copy the work for use in teaching, scholarship and research;
- b. The right to make derivative works on a limited basis, even if the author assigns the copyright to a third party;
- c. The right to control whether the University's name or logo is displayed in association with the work, except that the faculty member is free to use the university's name in identifying themselves, e.g., "Author is an Associate Professor of X at Dominican University of California";
- d. The right to borrow portions of the work for compilations or composite works;
- e. The right to reproduce the work for uses directly related to advancing the mission or maintaining the culture of the institution.

2. For Copyrightable Works created as part of an Independent Effort or in the course and scope of employment, the Creator(s) is not obligated to share with the University any part of the revenue from the sale or licensing of the copyrightable work(s) or with any office or organization within the University, except as provided otherwise in this Article or by state or federal law.
3. In an agreement transferring copyright for such copyrightable works to a third party, the Creator(s) is required to reserve the University's license to provide rights for the University to use such works for instructional, educational, and administrative purposes or to electronically display and distribute to the public through the University's website or institutional repository, unless the University already has licensing rights to the materials as described herein (e.g., course number, course description, syllabi, etc.)

III. PATENTS

A. DEFINITIONS

1. Patent

A patent for an invention is a grant to the patentee, their heirs or assignees, of the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States, or importing the invention into the United States, and, if the invention is a process, of the right to exclude others from using, offering for sale or selling throughout the United States, or importing into the United States, products made by that process, referring to the specification for the particulars thereof. A patent is granted to the inventor of a new and useful machine, design, or plant after submitting an application and paying appropriate fees. The right conferred by a patent extends throughout the United States. International patents exclude others from making, using, or selling the invention in other countries.

2. Invention

An invention as referred to in this Article, is any invention or discovery which is or may be patentable. Patentable inventions include any new and useful process, machine, manufacture, or composition of matter, agricultural composition, or any new and useful improvement thereof.

3. Inventor

Inventor(s) are individuals or a group of individuals singly or as a group, who contribute to the conception of an invention.

B. OWNERSHIP OF PATENTS

Ownership is defined as a party or parties who own or control rights to an invention, whether patented or not.

Due to the multiplicity of Dominican University of California stakeholder relationships involving faculty, students, and staff of the University, partnerships and institutional collaborations regarding potential inventions and patents, patent ownership must be considered within the Governing Principles of scientific inquiry, the public good, and respect for varying stakeholder needs and interests. University faculty and students have existing relationships with several universities, institutes and corporations which have their own sets of interests. Therefore:

- Intellectual Property agreements for DUCFFT bargaining unit members working with different organizations should be flexible to address the individual organization's needs;
- The University should engage in agreements with other stakeholders who share the University's values to avoid future adversity.

1. Patent Applications

Patent applications and the defense of patent rights require significant financial resources. If the University provides Extraordinary Resources for the invention process and the patent application process, but elects not to assist with the patent application process in writing, then the Inventor(s) will own the intellectual property rights to the patent, plus an equity interest of 60% of the net profits; Dominican will be entitled to an equity interest of 40% of the net profits derived from the commercialization or non-commercialized use of the intellectual property, and at least 10% of the 40% shall be returned to support research in the department from which the patent originated. See Section V.3 below for more information about the use of extraordinary University resources.

If the patent application and patent grant is secured using non-University resources, Dominican will not be entitled to any royalties derived from the invention. If Dominican has provided Extraordinary Resources, it shall have the right of first refusal to provide resources for securing the patent prior to the DUCFFT bargaining unit member securing non-University resources to apply for the patent.

2. Faculty Inventions

DUCFFT bargaining unit members own the patent rights resulting from their own scholarly activity except for situations where Dominican has provided Extraordinary Resources. If the Inventor(s) decides that they do not wish, and they have no legal obligation, to secure a patent, the Inventor(s) may release to the University their interest in the invention. If Dominican has provided Extraordinary Resources, it shall have the right of first refusal to provide resources for securing the patent prior to the DUCFFT bargaining unit member securing non-University resources to apply for the patent. The patent owner is responsible for all patent filing processes, defending of patent rights and other litigation regarding the patent.

C. USE OF PATENTS

The University shall be granted by the Inventor(s) a royalty-free license to "practice" (use for its own non-commercial interests) any invention made by those they financially support pursuant to a written agreement.

IV. TRADEMARKS

A. DEFINITIONS

1. Trademark

A trademark is a word, name, symbol, or device, or any combination used, or intended to be used, in commerce to identify and distinguish the goods of one manufacturer or seller from goods manufactured or sold by others, and to indicate the source of the goods. In short, a trademark is a brand name. A service mark is any word, name, symbol, device, or any combination, used, or intended to be used, in commerce, to identify and distinguish the services of one provider from the services provided by others, and to indicate the source of the services. The terms "trademark" and "mark" are commonly used to refer to both trademarks and service marks.

B. OWNERSHIP OF TRADEMARKS

Because trademarks are generally created during the commercial exploitation of Intellectual Property, ownership of the trademark shall be held by the entity responsible for commercial development of the Intellectual Property. The trademark owner is responsible for maintaining and defending the trademark. If the trademark is developed as part of work commissioned by the University, ownership rights for that trademark shall remain with the University, in the absence of a written agreement to the contrary.

Dominican University of California owns all trademarks and service marks related to the University and the goods and services it provides. Trademarks and service marks owned by the University include, but are not limited to, the University's logo, the official University seal, the University crest, and the official University name.

C. USE OF TRADEMARKS

DUCFFT bargaining unit members may use the University's name to identify themselves as Dominican employees in connection with activities outside of their employment. However,

activities and works which are not created within the scope of employment should include a disclaimer which clearly states that the work or activity is not endorsed or represented by Dominican.

V. EXPLOITATION OF AND COMPENSATION FOR INTELLECTUAL PROPERTY

Exploitation refers to the process by which a form of Intellectual Property will be commercialized or brought to market.

It is in the interest of the University, and of the Creator(s), that Intellectual Property created as a result of the educational mission of the University be widely distributed for the benefit of the broader community of scholars and the public good. When dealing with the commercial exploitation of Intellectual Property, the intent of this Article is to insure that the costs of commercial exploitation and the financial benefits of commercial exploitation are distributed equitably.

The University may, after evaluation, actively pursue development of Intellectual Property in which it has an interest. Should the University decide not to exploit property in which it has a shared interest, it shall notify the Creator(s) who will then retain the right to exploit the Intellectual Property.

In the event the University commissions the creation of a work containing Intellectual Property by a DUCFFT bargaining unit member beyond their job requirements, additional compensation for the work will be separately negotiated and reflected in a written agreement because such assignment will be considered a “Commissioned or Assigned Work,” an “Institution-Sponsored Work”, or an “Externally Sponsored Work.” Intellectual Property shall be commissioned or assigned when there exists between the University, acting through any of its agents or auxiliaries, and the creator(s) or inventor(s), a contractual agreement to develop that specific Intellectual Property. For a commission or assignment, the contractual agreement shall specify the terms applying to ownership of the Intellectual Property and the distribution of royalties between the creator(s) or inventor(s) and The University.

1. *Funds received by the DUCFFT bargaining unit member* from the sale of Intellectual Property owned by the DUCFFT bargaining unit member in the role of author or inventor shall be allocated and expended as determined solely by the DUCFFT bargaining unit member.
2. *Funds received by The University* from the sale of Intellectual Property owned solely by The University shall be allocated and expended as determined solely by The University.
3. *Funds When Extraordinary Resources Have Been Provided* Extraordinary resources are University resources that would normally not be available or easily available outside the University. Resources routinely provided to faculty such as leave granted for sabbatical, annual professional development funds, office space, ordinary access to computers and networks, routine clerical support, routine student and technical assistance, salary, or access to academic databases are not considered Extraordinary

Resources. Examples of Extraordinary Resources include, for example, use of specialized or unique equipment or facilities provided by the University, or special financial backing, such as support for grants from the federal or state governments or foundation grants awarded to the institution. If the University provides Extraordinary Resources for the creation of Intellectual Property initiated by DUCFFT bargaining unit members that is not an Institution-Sponsored Work or an Externally Sponsored Work and the Work could be commercialized for profit, then a written agreement must be established in advance of such creation which states:

- a. The Creator(s) will own the Intellectual Property rights, plus an equity interest of 60% of the net profits;
- b. The University will be entitled to an equity interest of 40% of the net profits derived from the commercialization of the Intellectual Property; and
- c. At least 10% of the University's 40% shall be returned to support the department from which the Intellectual Property originated.
- d. In the case of DUCFFT bargaining unit member inventions and securing of patents, if the Inventor(s) secure a patent using non-University resources, the University will receive no royalties.
- e. When there are two or more inventors, each inventor will share equally in the inventors' share of royalties, subject to a written agreement between the parties. The University will make no claim to equity interests outside the terms established in a written agreement.
- f. Furthermore, Intellectual Property created with extraordinary University resources will also—at the University's sole discretion—be subject to a licensing agreement that grants the University the use of the Intellectual Property in question for internal instructional, educational and administrative purposes, including satisfying requests of accreditation agencies.
- g. If a "sponsoring agency," grant requirements, or other external stakeholder regulates the distribution of royalty income, the regulations of the "sponsor" shall supersede this Article.

VI. DISPUTE RESOLUTION

The grievance and arbitration procedure set forth in Article 27, *Grievance and Arbitration*, shall be available for the resolution of disputes arising from the application of this Article. However, this method of dispute resolution shall not apply to disputes arising between the Owner of the Work and a third-party not covered by this Article. Neither a faculty member nor the University waives any other rights as provided by applicable law against third parties not covered by this Article, including the right to pursue an intellectual property claim in a court of appropriate jurisdiction. Depending on the nature of the dispute, the Union and the Employer may mutually agree to waive the grievance and arbitration procedure set forth in Article 27, *Grievance and Arbitration*, and proceed with other available civil remedies.

**ARTICLE 12 – [THIS ARTICLE HAS BEEN RETIRED – Previously Article 12 –
Appointment, Reappointment, Review and Rank Promotion Schedule]**

Per agreement of both Employer and Union, this article has been retired from rotation in this CBA. Please note that this placeholder is in effect to maintain current numbering of existing CBA documents.

ARTICLE 13 – SUMMER, ACADEMIC HOLIDAY, CAMPUS HOLIDAY AND INTERSESSION WORK

I. GENERAL POLICIES REGARDING SUMMER, ACADEMIC HOLIDAY, CAMPUS HOLIDAY, AND INTERSESSION WORK

The academic year is defined as “encompassing the fall and spring semesters, totaling nine (9) months.” This definition establishes the foundational framework for delineating the work period associated with nine (9)-month faculty contracts. Therefore, 9-month faculty are not expected to work during the summer months (summer months extend from the date following the Spring term grade submission deadline to one calendar week preceding the first day of the Fall term) or during the winter intersession (winter intersession extends from the date following the fall term grade submission deadline to one calendar week preceding the first day of the Spring term).

Furthermore, while twelve (12)-month faculty are not eligible for academic holidays, (e.g., the Wednesday before Thanksgiving Day, Spring Break) they do observe campus holidays (e.g., Thanksgiving Day, President’s Day). Conversely, based on past practice, nine (9)-month faculty observe both academic holidays and campus holidays.

Full-time, nine (9)-month DUCFFT bargaining unit members may, at their own discretion, decide to perform self-directed work pertaining to their employment at Dominican over the summer months, winter intersession, and on academic or campus holidays, including, for example:

- Course preparation, such as writing syllabi, creating assignments, creating slide decks, grading, and preparing and testing laboratory exercises;
- Research activities, such as performing literature reviews, designing studies, collecting and analyzing data, conducting experiments, organizing collections, maintaining laboratory materials, and publishing articles;
- Creative activities, such as developing music, plays, poetry, novels, and art;
- Service activities not directly assigned by a supervisor (e.g., service to a local organization); or
- Developing course work and tutorials, planning student outreach events, attending conferences and other professional development events/trainings.

Nine (9)-month DUCFFT bargaining unit members, however, shall not be affirmatively assigned work by Dominican, or required to participate in work-related activities during the summer months, intersession, or on academic holidays as defined above. This paragraph shall not apply to days where an accreditor is on-site (in-person or online) for a visit to meet the DUCFFT bargaining unit members. These days shall be paid hourly as set forth in Article 18, *Compensation and Health and Welfare Benefits*. As soon as Dominican receives notice of such a visit, it will notify the affected DUCFFT bargaining unit member(s). Where Dominican is given the opportunity to provide input for scheduling, Dominican shall make every possible effort to schedule accreditation visits during regular DUCFFT bargaining unit members’ regular contract dates. If nine (9)-month

DUCFFT bargaining unit member(s) must perform work related to accreditation visits outside of their normal contract dates, or during intersession or on a campus or academic holiday, they shall be compensated for a minimum of at least two (2)-hours of work if in person. Such work shall be designated as Special Compensation per Article 18, *Compensation and Health and Welfare Benefits*, of the applicable Collective Bargaining Agreement.

Nine (9)-month DUCFFT bargaining unit members are required to attend events which they are contractually bound to, provided their attendance has not been officially excused. Such events may include, but are not limited to, Spring commencement (except for those nine (9)-month DUCFFT bargaining unit members whose program's cohort is on the list of programs who do not have a Spring commencement) and University-wide retreats hosted at the beginning of each semester. These events shall be scheduled within contracts dates and shall not be scheduled on campus holidays, academic holidays, or during the intersession (as defined above).

DUCFFT bargaining unit members may voluntarily agree to perform work for Dominican outside of the restrictions listed above in exchange for additional compensation. If Dominican would like to request that a DUCFFT bargaining unit member perform work outside of the contracted period as described above, the request must be made in writing (either physical or electronic) via a digital form that reflects the information in Exhibit 1 of this Article, which shall include the following information:

- A description of the work to be performed;
- An estimate of the number of hours necessary to perform the work; and
- The hourly compensation rate for off-contract work.
- The following language: “Per Article 13 of this CBA, it is not required that DUCFFT bargaining unit members perform work outside of their contract dates. DUCFFT bargaining unit members will not face discipline or retribution for choosing not to do so, nor will the decision not to perform such work be held against them during any evaluation process. However, the parties understand that the work may need to be completed and might be assigned to someone else.”

No later than May 1st of each year, the University Administration shall circulate a formal communication reminding Deans and Department Chairs, in writing, of their obligations under this Article with respect to summer work by nine (9)-month DUCFFT bargaining unit members.

II. GRADE APPEALS OUTSIDE OF THE ACADEMIC YEAR

Dominican makes its Grade Appeal Process Policy available to students via the Academic Catalog. There may be instances when a student chooses to pursue a grade appeal for a course which was taught by a full time, nine (9)-month DUCFFT bargaining unit member, and the grade appeal process extends beyond the DUCFFT bargaining unit member's regular contract dates. Nine (9)-month DUCFFT bargaining unit members are not required to participate in the Grade Appeal Process when the process extends outside of the DUCFFT bargaining unit member's regular contract dates. Note that this is applicable to contract dates. Consistent with the ten (10)

day timeline for a response in the Grade Appeal Policy, DUCFFT bargaining unit members receiving Grade Appeal requests during academic holidays or winter intersession may opt to participate in this process or notify the student of the date that they will be next available to do so (e.g., one (1) week before the start of classes for the spring semester, the first day of classes after the Spring Break). Per the Grade Appeal Policy made available to students, students who do not receive a response from the instructor within ten (10) business days of the student's inquiry may proceed to Step 2 of the Grade Appeal Process: submitting a formal appeal with a cc to the Chair, which extends the deadline for an instructor to respond by an additional ten (10) business days. If the student still does not receive a response, the Department Chair is entitled to respond to the students' Grade Appeal Inquiry. If the DUCFFT bargaining unit member chooses to participate in the Grade Appeal Process, even when the process extends beyond their regular contract dates, they will be eligible for additional compensation at the current hourly rate of pay for work outside of normal contract hours.

If the instructor chooses to participate in the Grade Appeal Process, they should provide their Chair with written notice of their participation. Before the DUCFFT bargaining unit member begins work on the Grade Appeal Process, the Chair shall respond with written acknowledgement of the notice by completing a Request for Summer, Intersession, or Academic Holiday Work Form, attached as Exhibit 1 to this article.

If a student who was invoked with the Grade Appeal Process submits a formal appeal because the relevant DUCFFT bargaining unit member has not responded and the request was outside of the DUCFFT bargaining unit member's contract dates, then the Department Chair will attempt to contact the DUCFFT bargaining unit member to ask if they are available and willing to participate in the Grade Appeal Process. Options for contacting the instructor include any of the following:

- The instructor's mailing address;
- Home phone;
- Cell phone;
- Dominican email;
- Personal email; or
- Video meeting.

If the Chair is able to reach the DUCFFT bargaining unit member while off contract, and the bargaining unit member agrees to participate in the Grade Appeal Process, the Chair must subsequently provide the DUCFFT bargaining unit member with the Request for Summer, Intersession, or Academic Holiday Work Form, attached as Exhibit 1 to this article. Grade appeals

shall be limited to two (2) hours of compensable work unless further work has been pre-approved in writing by the Dean.

If the Chair does not find the DUCFFT bargaining unit member available or willing to participate in the Grade Appeal Process, the Chair should proceed with the process according to the University's Grade Appeal Process Policy.

EXHIBIT 1 - REQUEST FOR SUMMER, INTERSESSION, OR ACADEMIC HOLIDAY WORK

Use of this form is required for all requests for work by nine (9)-month faculty over the summer months (the date following the Spring term grade submission deadline to one calendar week preceding the first day of the Fall term) or intersession (the date following the Fall term grade submission deadline to one calendar week preceding the first day of the Spring term).

Administrator Name:	
Faculty Name:	
Date of Request:	
Estimated Date to Complete Requested Work:	
Description of Requested Work:	
Estimated Number of Hours to Complete Requested Work:	
Hourly Rate of Compensation:	

Per Article 13 of the CBA, it is not required that DUCFFT bargaining unit members perform work outside of their contract dates. DUCFFT bargaining unit members will not face discipline or retribution for choosing not to do so, nor will the decision not to perform such work be held against them during any evaluation process.

I have reviewed the above request for summer, intersession, or academic holiday work, and voluntarily agree to perform the work in exchange for the hourly compensation rate listed above. I acknowledge and agree that this request for work is outside the dates of my regular employment contract, and I have no obligation to agree to perform the work, except unless specifically stated in *Article 13, Summer, Academic Holiday, Campus Holiday, or Intersession Work*, of the applicable Collective Bargaining Agreement.

Faculty Name:

Admin Name:

Faculty Signature:

Admin Signature:

Date:

Date:

ARTICLE 14 - SCOPE AND DURATION OF APPOINTMENT

DUCFFT bargaining unit members shall be either Nine (9)-month Faculty or Twelve (12)-month faculty. The standards for each type of classification are as follows:

A. Nine (9)-Month Faculty Standards

Nine (9)-month faculty are DUCFFT bargaining unit members whose schedules are aligned with Dominican's Academic Calendar for the fall and spring semesters.

Generally, the fall and spring semesters extend from August through May, however, the specific dates may change from year to year.

- a. Nine (9)-Month Teaching Faculty (i-vi and viii do not apply to Faculty Librarians):
 - (i) Teach an average of twenty-four (24) units per year (using a rolling average over a maximum of three (3) years for DUCFFT bargaining unit members with tenure-track or multi-year appointments), minus any designated release time. Loads in excess of twenty-four (24) units must be approved in writing by the appropriate Dean;
 - (ii) Demonstrate teaching effectiveness;
 - (iii) Review Student Course Evaluations each semester;
 - (iv) Develop course syllabi and submit a copy of each to the appropriate Dean's office each semester;
 - (v) Attend class sessions and examinations;
 - (vi) Post a minimum of three (3) office hours weekly for every semester of full-time teaching. As circumstances dictate, the office hours may be held in person or virtually;
 - (vii) Be accessible to students and colleagues for face-to-face appointments or telephone or email contact or the virtual equivalent as circumstances dictate;
 - (viii) For all departments and schools, consistent with current practice, Nine (9)-month faculty serve as a major advisor for twelve (12) students each fall and spring semester or be involved in an equivalent project. The number of student advisees may change, but DUCFFT bargaining unit members who advise more than the standard load will be compensated for such, consistent with the rates in effect as of the academic year during which the work is performed;
 - (ix) Nine (9)-month DUCFFT bargaining unit members are eligible for all university campus and academic holidays, as defined by Dominican; and

- (x) Nine (9)-month non-teaching faculty are held to the same standards as Twelve (12)-month non-teaching faculty as defined by B. (a-d) below.
- b. Service
 - (i) Be committed to the academic life of Dominican by being available to students and relevant departments and schools. This includes, but is not limited to, attending academic ceremonies such as Convocation and Commencement and regular attendance at faculty, committee, departmental, school, and University meetings and retreats.
- c. Research/Scholarship/Creative Work
 - (i) For tenure eligible DUCFFT bargaining unit members, pursue research/scholarship/creative work as detailed in Article 15, *Tenure, Review and Promotion, and Review Policy (TRP) for Full Time Tenure-Track and Tenured Faculty*.

B. Twelve (12)-Month Faculty Standards

Twelve (12)-month faculty are DUCFFT bargaining unit members with specific responsibilities that require a year-round appointment and who may be granted release time to manage academic, department, or university-wide program(s) in compliance with the University's Release Time Policy. Twelve (12)-month faculty may also be DUCFFT bargaining unit members serving in specific programs which are year-long programs and require year-round appointment.

Twelve (12)-month DUCFFT bargaining unit members are accorded the same rights, privileges, and responsibilities as Nine (9)-month faculty as defined in this Section. Additionally, the following applies to Twelve (12)-month DUCFFT members:

- a. A Twelve (12)-month position is considered a maximum appointment and, as such, twelve-month DUCFFT members may not accrue overload or be assigned additional work for compensation within the University.
- b. Twelve (12)-month DUCFFT bargaining unit members are eligible for all campus holidays. However, Twelve (12)-month DUCFFT bargaining unit members are not eligible for academic holidays, as defined by Dominican, and to take leave during academic holidays must utilize available accrued leave.
- c. Twelve (12)-month DUCFFT bargaining unit members accrue vacation and other benefits as outlined in Dominican's Employee Handbook and in Article 23, *Absences and Leaves*.

All vacation is considered earned wages and accrued, unused vacation is payable upon separation from employment on the last day of employment. For Twelve (12)-month DUCFFT bargaining unit members who convert to Nine (9)-month DUCFFT bargaining unit members and have a break in pay periods, they shall

receive their unused, accrued vacation payment with their last 12-month paycheck on their last day of their appointment as a 12-month DUCFFT bargaining unit member.

The following caps on accrual of vacation hours apply to the following applicable DUCFFT bargaining unit members:

- (i) Twelve (12)-month DUCFFT bargaining unit members who have been employed by Dominican for up to three (3) years will accrue up to a maximum of one hundred and eighty (180) vacation hours.
- (ii) Twelve (12)-month DUCFFT bargaining unit members who have been employed by Dominican for more than three (3) years will accrue up to a maximum of two hundred and twenty (220) vacation hours.
- d. All advising, teaching, and administrative workload reporting (including Independent Study Reports and Faculty Annual Activity Reports) will be recorded regardless of overload considerations.
- e. Twelve (12)-month Teaching DUCFFT bargaining unit members are expected to advise students in compliance with the Nine (9)-month standards described above. However, the advising load may vary, depending on the needs of the department or program, as approved by the DUCFFT bargaining unit member's immediate supervisor, Dean and VPAA. Should circumstances require that a Twelve (12)-month DUCFFT bargaining unit member exceed their advising load, as described in their job description, for two (2) of three (3) consecutive semesters, an adjustment of workload may be determined by the appropriate supervisor, Dean and/or VPAA.
- f. Twelve (12)-month DUCFFT bargaining unit members who are tenure-eligible are expected to be actively involved in scholarship and service appropriate to their discipline, as required by Article 15, *Tenure, Review and Promotion, and Review Policy (TRP) for Full Time Tenure-Track and Tenured Faculty*. Workload shall be set with the appropriate supervisor, Dean and/or VPAA in order to provide an appropriate balance of teaching, advising, scholarship, and service.
- g. Twelve (12)-month DUCFFT bargaining unit members can participate in all faculty grants and sabbatical programs of the University within the parameters set by the grant or sabbatical for which their status qualifies them. Participation is subject to the needs of the department and approval by the Chair (if appropriate), immediate supervisor, Dean, and VPAA.

C. Conversion of Twelve (12)-Month Faculty to Nine-Month Faculty

Should circumstances arise necessitating the conversion of a Twelve (12)-month faculty position to a Nine (9)-month faculty position, Dominican shall give the DUCFFT bargaining unit member written notice, with an appropriate warning period as specified in

the section of the Faculty Handbook on unrenewed contracts, before implementing the conversion.

D. Schedule of Compensation

In accordance with California Labor Code section 204(c), all Nine (9)-month and Twelve (12)-month DUCFFT members shall be paid in equal installments on a regular basis over a twelve (12) month period, unless a Nine (9)-month DUCFFT bargaining unit member affirmatively opts out of this schedule and, in writing, requests that they be paid in equal installments on a regular basis over a nine (9)-month period.

E. Remote and on Campus Work for Non-Teaching DUCFFT Bargaining Unit Members

Non-teaching DUCFFT bargaining unit members shall be permitted to work partially remotely with the written approval of their immediate supervisor and the VPAA consistent with the requirements of their position. When granting authorization under this paragraph, remote work will be applied equitably across similarly situated positions within departments.

ARTICLE 15 - TENURE, REVIEW, AND PROMOTION, AND REVIEW POLICY (TRP) FOR FULL TIME TENURE-TRACK AND TENURED FACULTY

1. Definition of Full-Time Tenure-Track and Tenured Faculty

Institutions of higher education are conducted for the common good which depends upon the free search for truth and its free expressions. Tenure is a means to certain ends; specifically:

- Freedom of teaching, research, and extramural activities within the boundaries of ethical conduct.
- The need to make the profession attractive to diverse persons of ability.

The “tenured and tenure-track faculty” consists of those DUCFFT bargaining unit members holding the ranks of Assistant Professor, Associate Professor, and Full Professor in tenure line positions at Dominican. These DUCFFT bargaining unit members undergo the processes of mid-term review, tenure, promotion, continued appointment, and post-tenure review, where applicable (see Section 4). These appointments may only be terminated in accordance with Article 25, *Separation from the University* or Article 34, *Program Discontinuation Review*, or as otherwise specified in this article, such as following an unsuccessful tenure application.

2. Minimum Educational Qualifications and Rank at Initial Appointment

2.1. Minimum Educational Qualifications

- 2.1.1. Possession of an earned doctorate or other recognized terminal degree in an area appropriate to the individual’s teaching area is required for appointment to a tenure-track or tenured faculty position.
- 2.1.2. Exceptions to the requirements of the earned doctorate or other recognized terminal degree may be made by the VPAA, but only upon approval of the appropriate Chair and Dean. One or more of the following circumstances may justify approval of an exception to the requirement of the doctorate or terminal degree:

- a. The DUCFFT bargaining unit member has demonstrated, in well-documented form, preparation and achievement appropriate to the teaching and scholarship in the discipline.
- b. The DUCFFT bargaining unit member has demonstrated exceptional preparation to offer instruction in a teaching and scholarship area although the DUCFFT bargaining unit member may possess the doctorate in another area. A DUCFFT bargaining unit member tenured in one teaching area in which an appropriate doctorate has been earned who may be changing to a second teaching area should be expected to meet current continuing preparation standards applied to a tenured DUCFFT bargaining unit member in this second teaching area.

2.2. Setting Rank and Period of Appointment for Newly Appointed Tenure-Track Faculty

2.2.1. The VPAA sets rank for newly appointed tenure-track faculty in consultation with the appropriate Dean and Chair.

2.2.2. The normal periods of appointment, service, and times of review are as follows:

- a. Assistant Professor: six (6) years of initial, probationary appointment with midterm review occurring in the third (3rd) year of service at rank. The initial appointments may be divided into two (2) three (3)-year periods, or as appropriate, if the candidate has been awarded service credit. Tenure Track DUCFFT bargaining unit members shall complete the Faculty Annual Activity Report (“FAAR”) and Faculty Annual Evaluation (“FAE”) during each year of their initial appointment.

In their sixth (6th)-year of their initial appointment and rank as Assistant Professor, including four (4) years at Dominican, the Tenure Track DUCFFT bargaining unit member will undergo tenure and promotion. If the Tenure Track DUCFFT bargaining unit member is denied tenure, they shall be offered a terminal year contract.

- b. Associate Professor applying for promotion: six (6) years with review occurring in the sixth (6th)-year of service at rank. In their sixth (6th)-year of rank as Associate Professor, the Tenured DUCFFT bargaining unit member is eligible to apply for Promotion to Full Professor. The Associate Professor may choose to apply for Rank Promotion or alternatively, apply for Continued Appointment as an Associate Professor.
- c. Associate Professor opting to apply for continued appointment: six (6) years with post-tenure review occurring in six (6th) year of service at rank to ensure that their performance continues to be adequate in teaching, scholarship, and service. If their performance is unsatisfactory, their appointment may only be terminated in accordance with Article 25, *Separation from the University*.
- d. Untenured Associate Professor or Untenured Full Professor: two (2) years of service at rank at Dominican and a minimum of twenty-four (24) units of teaching at Dominican are required for tenure review. Untenured Associate and Full Professors shall complete the FAAR and FAE on a yearly basis.
- e. Tenured Full Professor: see section 2.3.6-2.3.7. Tenured Full Professors without administrative appointments shall complete the FAAR on a yearly basis. Tenured Full Professors with administrative appointments shall also complete the portion of the FAE relevant to their administrative appointment.

2.2.3. Appointment with Tenure

When a DUCFFT bargaining unit member is hired who has previously earned tenure at another institution (or the equivalent, at an institution without tenure), that DUCFFT bargaining unit member may be awarded tenure upon hire or may be required to submit a tenure portfolio during the initial year of appointment—at the discretion of the Dean and VPAA.

- a. In the case of tenure upon hire, the DUCFFT bargaining unit member's credentials will be reviewed by the Chair, Dean, and VPAA, and a recommendation made to the President by the VPAA. The President will make a recommendation to the Board of Trustees. If tenure is denied, the candidate will have the chance to submit a full tenure portfolio for PREC review during the initial year of appointment, as in 2.2.3.b.
- b. In the case of tenure review within the initial year of appointment, the VPAA will draw up a process and timeline for review by the PREC that corresponds as closely as possible to the normal tenure review process and timeline for the given year, but may not be identical.

2.3. Special Conditions

Special conditions applying to each rank are set forth in 2.3.1 to 2.3.8.

- 2.3.1. Service Credit: At the time of initial appointment, the VPAA may, upon the recommendation of the Dean, award one (1) or two (2) years of service credit toward the normal six (6)-year requirement. Service credit will be given for full-time or three-quarter (¾) full-time teaching experience at a four (4)-year institution of higher learning. Normally, one (1) year of service credit may be granted for each year of tenure-track teaching experience or each two (2)-year period of full-time non-tenure-track teaching experience. For performance evaluation and standards for DUCFFT bargaining unit members awarded service credit, see section 7.1.4.
- 2.3.2. Early Tenure or Promotion: If a tenure-track DUCFFT bargaining unit member, following completion of the required years of service at Dominican (four (4) years for Assistant Professor; two (2) years for Associate and Full Professors), believes they have met their rank's requirements for tenure or promotion regarding teaching effectiveness, scholarship, and service, then the DUCFFT bargaining unit member may make a written request to the VPAA for earlier than usual review. The candidate's Dean may provide, at the discretion of the Dean, a written statement to the VPAA in support of the candidate's request for early review. A Dean's statement of support for early review shall be factored into the final decision. A lack of written support by the Dean, however, will not be weighed against the candidate. The final decision including rationale will be issued, in writing, by the VPAA to the candidate, taking into account that a full portfolio review has not been conducted at this point in the process.
- 2.3.3. Assistant Professors: An Assistant Professor applies for tenure and promotion to Associate Professor in the sixth (6th) year of serving at that rank. At least four (4) years of service must be at Dominican. A recommendation for promotion to Associate Professor is

automatically a recommendation for tenure.

2.3.4. **Associate Professors:** A tenured Associate Professor applies for promotion to Full Professor in the sixth (6th) year of serving at that rank. Associate Professors who have been granted tenure and up to two (2) years of service credit may apply for promotion after two (2) years. If an Associate Professor is denied promotion, they will receive a continued appointment and may apply twice more for promotion with a minimum of three (3) years between applications. If neither of those promotion applications are successful, research units shall be withdrawn from their workload. An Associate Professor remaining at the rank of Associate Professor does not need to stand for post-tenure review if their performance continues to be adequate in teaching, scholarship, and service.

If, after at least two (2) years in rank, the contributions of a tenured Associate Professor are deemed insufficient for two (2) consecutive years by the Chair and Dean, the Dean may request that the DUCFFT bargaining unit member undergo a post-tenure review by the PREC. In that specific instance, the DUCFFT bargaining unit member must be notified by June 1st that they are to undergo post-tenure review in the following academic year. The DUCFFT bargaining unit member will then have until January 15th to submit the required post-tenure portfolio to the PREC. The portfolio includes the materials listed in section 4.5. If the DUCFFT bargaining unit member's performance is deemed to be inadequate by the PREC, then the VPAA, the Dean, and the tenured DUCFFT bargaining unit member will create a faculty development plan or the VPAA and Dean move for termination in accordance with Article 25, *Separations from the University*. (All other deadlines shall be in accordance with the timeline for promotions as set forth in 4.7.3 of this Article.)

2.3.5. **Full Professors – Untenured:** A Full Professor who is untenured may apply for tenure after two (2) years. If the Full Professor is denied tenure, they shall be converted to a Term Faculty appointment in the academic year following the final unsuccessful applications.

2.3.6. **Full Professors – Tenured at Hire:** If a DUCFFT bargaining unit member is hired as a tenured Full Professor, they are subject to post-tenure review in their sixth (6th) year of service at that rank at Dominican.

2.3.7. **Full Professors:** A tenured Full Professor does not need to stand for post-tenure review if their performance continues to be adequate in teaching, scholarship, and service. If after at least two (2) years at rank, contributions of a tenured Full Professor are deemed inadequate for two (2) consecutive years by the Chair and Dean, the Dean may request that the tenured DUCFFT bargaining unit member undergo a post-tenure review by the PREC. In that specific instance, the tenured DUCFFT bargaining unit member must be notified by June 1st that they are to undergo post-tenure review in the upcoming academic year. The tenured DUCFFT bargaining unit member will then have until January 15th to submit the required post-tenure portfolio to the PREC. The portfolio includes the materials listed in section 4.5. (All other deadlines shall be in accordance with the timeline for promotions as set forth in 4.7.3 of this Article). If the tenured DUCFFT bargaining unit member's performance is deemed to be inadequate by the PREC, then the VPAA, the Dean, and the tenured DUCFFT bargaining unit member will create a faculty development plan, or the VPAA and Dean may move to termination in line with Article 25, *Separation from the University*, if the

issues are arising from teaching. In the third (3rd) year following the original post-tenure review by the PREC, the tenured DUCFFT bargaining unit member undergoes post-tenure review again.

A tenured DUCFFT bargaining unit member who has two (2) consecutive unsuccessful Post-Tenure reviews is subject to withdrawal of research units, as necessary, if the issues are arising from inadequate research, and to termination in line with Article 25, *Separation from the University*, if the issues are arising from teaching.

Timeline:

Year 1: Contributions are deemed inadequate

Year 2: Contributions are deemed inadequate

Year 3: Post-Tenure Review by PREC

Year 4: Faculty Development Plan if issues do not arise from teaching

Year 5: Faculty Development Plan if issues do not arise from teaching

Year 6: Second Post-Tenure Review by PREC. If unsuccessful, withdrawal of research units, as necessary if the issues are arising from inadequate research, and to termination if the issues are arising from teaching.

After six (6) years at the rank of Full Professor, a DUCFFT bargaining unit member may voluntarily choose to forfeit their research release units in exchange for Dominican releasing them of their research expectations, unless the DUCFFT bargaining unit member is actively teaching in a graduate program, or if a failure to meet research expectations would disqualify them from teaching in relevant accredited programs.

2.3.8. **Pausing of the Promotion Clock:** Requests for Rank and Promotion clock extensions may be granted if the DUCFFT bargaining unit member is experiencing a life circumstance which significantly inhibits their ability to be adequately prepared for review within the scheduled timeline. If granted, extensions to the review timeline shall be granted in one academic year increments so that the promotion shall be reviewed one academic year later than scheduled and previously agreed upon.

Circumstances for which a DUCFFT bargaining unit member may request an extension for review may include:

- Extraordinary professional circumstances that significantly impede progress toward tenure
- Extraordinary personal circumstances (e.g., caregiving responsibilities such as birth, adoption, or foster placement of a child, caring for a spouse or domestic partner or child, or experiencing a health crisis of extended duration) that significantly impede progress toward tenure

- Natural disasters or public health emergencies affecting research or teaching activities
- Facilities-related disruptions (e.g., laboratory renovation, equipment failure)
- Requests for extensions require advance approval and should be submitted as follows:
 - a. Submit a written request to inform their Program Director and/or Department Chair, and Dean. The Dean has the option to provide a recommendation to the VPAA, who will make the final decision.
 - b. Requests should include a reason for why the given circumstance has disrupted the DUCFFT bargaining unit member's ability to successfully complete review within the regularly scheduled timeline.
 - c. A final decision regarding the extension request should be issued to the DUCFFT bargaining unit member, when possible, no later than the spring semester preceding their initially scheduled review year.

A DUCFFT bargaining unit member who has been granted a leave of absence pursuant to Article 23, *Leaves of Absence*, FMLA, CFRA, PDL, the ADA, or any other legally protected leave may request to apply for promotion one academic year later than scheduled as previously agreed upon. This provision also applies to faculty who are eligible for a leave of absence pursuant to Article 23, *Leaves of Absence*, FMLA, CFRA, PDL, the ADA, or any other legally protected leave, but who, for whatever reason, choose not to take that leave. Requests for extension covered by such legally protected leave categories shall be granted without review if the requestor meets the criteria for a legally protected leave.

General Provisions for Pausing of the Promotion Clock

- **Maximum Duration:** DUCFFT bargaining unit members may be granted an extension for review on two separate occasions, for a total of two academic years.
- **Timing:** Extensions are granted in one academic year increments.
- **Evaluation Standards:** Granting a tenure/promotion clock pause does not alter the criteria or standards for tenure evaluation. DUCFFT bargaining unit members will be evaluated with the exact expectations for quality of work, understanding that the timeline for achieving those expectations has been extended.
- **Confidentiality:** To the extent reasonably possible, all information related to requests for tenure/promotion clock extensions will be handled with appropriate confidentiality.
- **Non-discrimination:** Requesting or receiving a clock extension shall not be a factor in employment decisions or tenure/promotion deliberations.

3. Faculty Mentoring Plan

- 3.1. During the first semester of a tenure-track DUCFFT bargaining unit member's appointment, the School Dean, in consultation with the Chair, will appoint a member of the tenured faculty as their mentor.
- 3.2. The mentor will meet with the tenure-track DUCFFT bargaining unit member before the end of their first semester. The candidate is responsible for developing, in partnership with the mentor, a document listing their agreed-upon goals and expectations for the mentoring relationship. This document will be filed in the Dean's office by the third week of classes in the second semester of appointment and updated whenever necessary.

The document will include:

- a. Expectations for the frequency of consultations.
- b. Goals for the mentoring relationship.

It may also include:

- c. Identification of mentoring needs in areas other than those the Primary Mentor can best cover; and plans for connecting the tenure-track DUCFFT bargaining unit member to additional mentoring resources in those areas.
- 3.3. The tenure-track DUCFFT bargaining unit member may request a change of mentors at any time. In some cases, this may simply be a productive way of engaging additional mentoring perspectives during the pre-tenure period; it need not require dissatisfaction with the mentor.
- 3.4. The mentoring relationship will include no formal or summative evaluation component. The candidate may ask the mentor to provide formative evaluations of teaching. The mentor may play a formal part in the candidate's summative evaluation only if this occurs *in the course of occupying another role* (such as an elected member of the PREC).
- 3.5. If a candidate's faculty mentor is a current member of PREC, a substitute mentor will be appointed by the Dean during the year of review. If a PREC member is a mentor for a current candidate, the PREC member should inform the committee of the mentor relationship and limit their comments only to what is in the portfolio or to contributing knowledge of the discipline in a general way. It is not appropriate to comment on the progress of the candidate that falls outside the scope of the portfolio timeline.

4. Processing for Mid-Term Review, Tenure, Promotion, Post-Tenure Review, and Continued Appointment

4.1. Guiding Principles for All Levels of Review

A tenure-track or tenured DUCFFT bargaining unit member at Dominican is subject to review at different levels. These guiding principles apply to all those levels. For principles

applying only to a specific level, see the appropriate section below.

- 4.1.1. A faculty body dedicated to teaching, scholarship, and service is essential to accomplishing the mission of Dominican. At Dominican, DUCFFT bargaining unit members are expected to strive for excellence in the dissemination of knowledge. They are expected to integrate the results of their scholarship into their teaching, thereby invigorating and enhancing student learning. Further, DUCFFT bargaining unit members are expected to make ongoing contributions to their department/program, school, Dominican, community, and/or the profession.
- 4.1.2. Decisions regarding tenure, promotion, and continued appointment must be clear, fair, and unbiased at all levels of review. The process must ensure that excellence is rewarded and that DUCFFT bargaining unit members who meet Dominican standards and expectations will have an opportunity for advancement.
- 4.1.3. DUCFFT bargaining unit members are evaluated on the quality of their achievements and the impact of their contributions over the period of review in these three areas: (1) teaching effectiveness, (2) scholarship, and (3) service and engagement within Dominican. Further service contributions may include service to the expanded community, and/or the profession. All DUCFFT bargaining unit members are evaluated on the basis of all three (3) areas.
- 4.1.4. One (1) year of teaching experience for a DUCFFT bargaining unit member in a nine (9)-month position is two (2) consecutive semesters of full-time employment within an academic year. For a DUCFFT bargaining unit member in a twelve (12)-month position, one (1) year of teaching experience is any consecutive twelve (12) months of full-time employment as their teaching may be spread out over twelve (12) months. For the purposes of calculating the initial appointment period, each year of service at Dominican commences with the first fall semester of appointment.
- 4.1.5. In general, work performed before coming to Dominican is the basis for hiring as indicated in the letter of initial appointment. Work performed after hiring is the basis for the first promotion, and work performed after a previous promotion is the basis for the next promotion. All conditions of appointment are indicated in the letter of initial appointment.
- 4.1.6. Participants in the TRP process include the candidate, the Chair (if desired by candidate), the school midterm review committee (section 4.2.2), the Dean, Dominican PREC, the VPAA, and the President. During the period when the candidate is preparing their TRP portfolio, DUCFFT bargaining unit members, students, and academic administrators may provide information concerning the candidate and have that information entered into the TRP portfolio. A DUCFFT bargaining unit member has the right to respond to or rebut any information which has been placed by another individual in their portfolio. In addition, external reviewers may participate in the TRP process (Section 5).
- 4.1.7. A DUCFFT bargaining unit member may participate in a peer review process only at one (1) level of review in a given year (Section 9.1.3).
- 4.1.8. Deliberations on tenure, promotion, and continued appointment shall be confidential.

Access to materials and recommendations pertaining to the candidate shall be limited to the candidate, the Chair (candidate's choice), the Dean, the Midterm Review Committee or the PREC at the appropriate level of review, the VPAA, and the President. In addition, external reviewers shall have access to appropriate materials for evaluation.

- 4.1.9. The Dean provides oversight and guidance in the TRP process within Dominican. The Dean is responsible for communicating Dominican policies to candidates and also provides ongoing guidance to candidates as to whether their performance is consistent with Dominican expectations. The Dean, in collaboration with mentors, is responsible for talking with candidates about their overall career development and providing professional mentoring. The Dean is responsible for ensuring that candidates have access to productive mentoring. For the Dean's role in the midterm review, see Section 4.2.
- 4.1.10. The PREC reviews the materials submitted by the candidate, the Dean's office, the Chair (candidate's choice), and the Dean's evaluations and recommendations. This excludes the Midterm Review Process where the PREC has no role (section 4.2). The PREC prepares and forwards an independent recommendation to the VPAA.
- 4.1.11. The VPAA provides oversight for Dominican's review processes, implements the annual calendar as indicated in 4.7.3, and distributes relevant information to prospective candidates, Chairs, Deans, midterm review committees, and the PREC.
- 4.1.12. A DUCFFT bargaining unit member may appeal a decision by any review body through the Appeals procedure in Section 6.

4.2. Midterm Review of Tenure-Track Assistant Professors

- 4.2.1. Guiding principle: To ensure that the candidate's success and significant progress is being made towards tenure in accordance with the candidate's approved Faculty Mentoring Plan (Section 3, above), tenure-track Assistant Professors are reviewed by the school's Midterm Review Committee. This midterm review is formative and scheduled according to the timeline described in 4.2.3.
- 4.2.2. Midterm Review Committee: Each school will form a school midterm review committee, which will have the primary responsibility for evaluating the candidate's performance. The school's Midterm Review Committee shall consist of three (3) to five (5) (proportionate to school's faculty size) elected tenured, full-time DUCFFT bargaining unit members and two (2) elected alternates who will all serve two (2)-year terms. At the end of their term, if the school's faculty size permits, Midterm Review Committee members must wait a year before being elected to the Midterm Review Committee again. The full-time tenure-track and tenured DUCFFT bargaining unit members of the school elect the members of the midterm review committee. The school Midterm Review Committee shall review and evaluate the candidate's portfolio and provide a formative recommendation to the Dean based on the three (3) areas of evaluation. The Dean shall review the recommendation and submit the recommendation with the Dean's additional comments to the VPAA.
- 4.2.3. Timing of midterm review: The midterm review takes place at the midpoint of the initial appointment period. It involves the candidate, the school Midterm Review Committee, the

Dean, and the VPAA. This midterm review occurs during the third (3rd) year of service at Dominican for tenure-track Assistant Professors. If an Assistant Professor was appointed with service credit, they may request and be granted a midterm review in the second (2nd) year of service at Dominican. Candidates for midterm review must submit a midterm portfolio to the Dean's Office by August 30th of the fall semester of the third (3rd) year of service at Dominican. The recommendation of the Midterm Review Committee is due to the Dean and the VPAA by December 1st of the same year.

- 4.2.4. **Outcome:** Candidates making satisfactory progress toward tenure are reappointed for three (3) years or the appropriate number of years if the candidate was awarded service credit. Candidates for whom there are concerns will meet with the Dean, in consultation with the department chair as applicable, to create a faculty development plan which must be approved by the VPAA.
- 4.3. **Tenure:** The Board of Trustees of Dominican has affirmed the right and privilege of academic freedom for all DUCFFT bargaining unit members: tenured, tenure-track, and non-tenure-track. Tenure is important to the success of Dominican in fulfilling its obligations to its students and to society because it protects DUCFFT bargaining unit members against untoward pressures from inside or outside the academic community and protects academic freedom which, in turn, maintains Dominican's dedication to the search for truth. Tenure also serves Dominican through its role in attracting qualified faculty to fill new and vacant positions.
- 4.3.1. **Guiding Principles:** Tenure is the most important personnel decision that Dominican makes regarding an individual DUCFFT bargaining unit member. Tenure is neither a right of a tenure-track DUCFFT bargaining unit member, nor solely a reward for services and accomplishments during the probationary period. A decision in favor of tenure is based upon evidence that indicates a high probability that the DUCFFT bargaining unit member will continue to be a valuable and productive colleague throughout their academic career at Dominican. Reappointment with tenure shall be effective at the beginning of the academic year succeeding the academic year in which tenure is awarded.
- 4.3.2. **Standards for Granting Tenure:** The candidate must present evidence of meeting the required tenure criteria in all three (3) areas of evaluation as described in Section 7, below.
- 4.3.3. **Procedures for Granting Tenure:**

The procedures below follow the timeline described in detail in 4.7.3.

- a. The candidate prepares a portfolio for review according to Documentation Requirements listed in Section 7, and submits it to the Office of Academic Affairs. The appropriate Dean's Office submits the faculty workload reports, the Faculty Annual Activities Report ("FAAR"), and the completed course evaluation summary form to the candidate for review. The Dean's Office provides those same materials and the candidate's course evaluations to the Office of Academic Affairs.
- b. The Dean reviews the candidate's Midterm Review Report, the TRP

portfolio, and overall performance. The Dean provides a written recommendation to the Office of Academic Affairs. At the candidate's request, the Chair may submit a recommendation letter based on review of the portfolio and overall performance.

- c. At each level of review, the candidate is given a copy of all letters – which shall state in writing the reasons for the recommendation – before the recommendation is forwarded to the Office of Academic Affairs. Some letters require a cover letter with the candidate's signature (included in the Candidate Information Packet). The candidate shall have the right to provide a rebuttal/response in writing no later than ten (10) business days following receipt of the recommendation. A copy of all of the candidate's rebuttal/responses shall accompany the portfolio and also be sent to the author(s) of the rebutted letter.
- d. The PREC reviews the candidate's portfolio (including the candidate's rebuttals/responses) and provides an independent written recommendation with reasons to the VPAA. A copy of this recommendation with reasons of the PREC shall be provided to the candidate at the conclusion of the entire review process.
- e. The VPAA reviews the PREC recommendation and the candidate's portfolio (including the candidate's rebuttals/responses) and provides a written recommendation with reasons – in addition to a copy of the PREC recommendation with reasons – to the President. A copy of this recommendation with reasons shall be provided to the candidate and the PREC at the end of the entire review process. The President makes the final recommendation to the Board of Trustees with respect to tenure.
- f. The Board of Trustees meets in March and makes the final decision with respect to tenure.
- g. The President through the VPAA notifies the candidate of the final decision regarding tenure by April 2nd.
- h. At the end of the process, if the candidate is denied tenure, they shall be offered a terminal year contract. See Article 25, *Separation from the University*. For redress procedures, see Section 6, below.

4.3.4. **Early Tenure:** Early tenure means that a DUCFFT bargaining unit member applies for tenure earlier than indicated by the standard timeline. Early tenure is granted in rare circumstances where a candidate demonstrates accomplishments equal to what is expected of candidates for tenure on the standard timeline. A potential candidate should consult the Dean and VPAA regarding the criteria and expectations for early tenure.

4.4. Rank Promotion

4.4.1. **Guiding Principles.** Promotion is neither a right of a DUCFFT bargaining unit member,

nor solely a reward for past services and accomplishments. The period prior to promotion should be one of professional growth and development. A decision in favor of promotion is based upon evidence that indicates a high probability that the DUCFFT bargaining unit member will assume the increased responsibilities inherent in the higher ranks.

4.4.2. Standards for Granting Rank Promotion

- a. Promotion to Associate Professor. An Associate Professor is expected to demonstrate a consistent record of excellent teaching, student engagement, curricular development and/or assessment (Section 7.3). They are expected to have a successful and ongoing program of scholarship (section 7.4) and to have made service contributions to their department/program/division and/or to the expanded community and/or profession (section 7.5) in this review period.
- b. Promotion to Full Professor. A Full Professor is expected to demonstrate a consistent record of excellent teaching, student engagement, curricular development, and/or assessment (Section 7.3). They are expected to have a successful and ongoing program of scholarship (Section 7.4) and to have made service contributions to their department/program/division and/or to the expanded community and/or profession (Section 7.5) in this review period.

4.4.3. Procedures for Granting Rank Promotion

The procedures for granting promotion are the same as the procedures for granting tenure (Section 4.3.3, a-e, and g) except where noted below:

- a. The procedure for granting promotion differs from 4.3.3.e in that the President makes the final decision for Dominican with respect to promotion.
- b. At the end of the process, if the candidate who is denied promotion has applied for promotion and tenure at the same time and is denied tenure, the candidate will be offered a terminal year contract. If the candidate is a tenured Associate Professor and is denied promotion, they will receive continued appointment but may apply twice more for promotion with a minimum of three (3) years between applications. A candidate who fails to be promoted on two (2) occasions because of inadequate scholarship may be subject to the withdrawal of their research release, if applicable. For redress procedures, see section 6.
- c. The President through the VPAA notifies the promotion or continued appointment candidate of the final decision regarding promotion or continued appointment.

4.4.4. Early Promotion: The criteria and procedures for early promotion are the same as for promotion on the standard timeline (Sections 4.4.2 and 4.4.3). At the end of the process, if

the candidate who is denied early promotion has applied for promotion and tenure at the same time and is denied tenure as well, the candidate will be offered a terminal year contract. If the candidate is a tenured Associate Professor and is denied early promotion, they will receive continued appointment but may apply twice more for promotion with a minimum of three (3) years between applications. For redress procedures, see section 6.

4.5. Post-Tenure Review

The principal purpose of post-tenure review is to ensure that the tenured DUCFFT bargaining unit member's performance continues to be adequate in teaching, scholarship, and service, using the same criteria that are used to assess adequacy in those areas for bargaining unit members applying for tenure and/or promotion, per the Faculty Handbook and applicable Collective Bargaining Agreement. All tenured Full Professors are subject to post-tenure review as described in Sections 2.3.6 and 2.3.7 above. To that end, the tenured DUCFFT bargaining unit member will submit an abbreviated portfolio including the following:

- a. A copy of the summary letter sent to the candidate after their previous review. A copy is available in the Office of Academic Affairs. (This does not apply to candidates who are coming to the PREC for the first time);
- b. A current curriculum vitae;
- c. A concise personal commentary (self-study) on the three (3) criteria, including a frank review of strengths and areas for improvement in teaching effectiveness, and an assessment of their compliance with the adequacy standards concerning Service and Scholarship;
- d. Faculty Annual Activities Reports (“FAARs”) for the six (6) years prior to the date of review;
- e. Course evaluations for the six (6) years prior to the date of review; and
- f. A letter from the DUCFFT bargaining unit member’s Dean.
- g. Optional: Letters from members of the Dominican community and others may be included in the portfolio. Letters from members of the Dominican community must contain the Cover Sheet included in the Candidate Information Packet. The candidate should ask for letters only from those with direct experience of their performance and remind their letter writers to be specific.

If the tenured DUCFFT bargaining unit member’s performance is deemed to be inadequate by the PREC, the VPAA, the Dean, and the tenured DUCFFT bargaining unit member will create a faculty development plan. In the third (3rd) year following the original post-tenure review by the PREC, the DUCFFT bargaining unit member undergoes post-tenure review by the PREC again.

4.6. Continued Appointment

Continued appointment is the decision to continue to employ a DUCFFT bargaining unit member. This category of review is invoked for all DUCFFT bargaining unit members employed full-time before August 15, 1996, and for Associate Professors who opt to stay at rank. The standards for Continued Appointment are the same as those for Post-Tenure Review, above.

4.7. Timelines and Notification

- 4.7.1. The VPAA notifies DUCFFT bargaining unit members of their requirement for review. The specifics of items required to be provided by all candidates is provided in Section 7, below.
- 4.7.2. The Office of Academic Affairs shall post a list of candidates on the Dominican website being considered for tenure, promotion, and continued appointment by April 2nd of the spring preceding the review year. The open period shall begin August 15th and end on September 15th. A copy of all information submitted shall be included in the candidate's portfolio and shared with the candidate by September 16th.
- 4.7.3. The VPAA will ensure that tenure, promotion, and continued appointment decisions are made and communicated to candidates in a timely manner and according to the timeline below. The review year is from August 15th to May 15th of the following year. The timeline for the tenure, promotion, and continued appointment process is as listed below. If the listed date falls on a weekend or holiday, the indicated action takes place on the next business day. If an external review is conducted, the April 2nd deadline for tenure and May 15th deadline for promotion or continued appointment will still apply.
 - a. On or before **September 30th of year preceding review year**. The VPAA notifies DUCFFT bargaining unit members of their requirement for review.
 - b. **April 2nd of spring preceding review year**. The Office of Academic Affairs publicly posts a list of candidates being considered for tenure, promotion, or reappointment. This public listing also announces the open period, August 15th-September 15th.
 - c. **August 15th**. The open period when DUCFFT bargaining unit members and students may submit materials into the candidate's TRP portfolio begins. The submitted materials must be accompanied by a cover sheet available on the tenure and promotion resources site or from the Office of Academic Affairs.
 - d. **August 30th**. The appropriate Dean's office submits copies of the DUCFFT bargaining unit member's workload reports, the Faculty Annual Activities Reports ("FAARs"), the course evaluations, and the completed course evaluation summary form to the Office of Academic Affairs.
 - e. **August 30th**. The candidate submits their portion of the portfolio to the

Office of Academic Affairs.

- f. **September 1st.** The VPAA submits a list of all candidates for tenure, promotion, and/or continued appointment to the PREC chair by September 1st or before the first PREC meeting of the year, whichever comes first.
- g. **September 15th.** This date marks the end of the open period when individuals may submit materials into the candidate's TRP portfolio.
- h. **September 15th.** The Dean submits a letter to the Office of Academic Affairs. The same date applies for the Chair's letter if the candidate has decided in favor of the formal inclusion of the Chair's letter.
- i. **September 16th.** The Office of Academic Affairs invites the candidate to review the complete portfolio.
- j. **October 1st.** The candidate may submit any written response(s) to materials submitted by others by this date.
- k. **February 25th.** The PREC submits final tenure recommendations to the VPAA.
- l. **March 1st.** The VPAA submits final tenure recommendations to the President.
- m. **Mid-March.** The President submits final tenure recommendations to the Board of Trustees.
- n. **April 2nd.** The President through the VPAA notifies the tenure candidate of the final decision regarding tenure (and promotion if applicable).
- o. **April 15th.** The PREC submits its final promotion or continued appointment recommendations to the VPAA.
- p. **April 30th.** The VPAA submits final promotion or continued appointment recommendations to the President.
- q. **May 15th.** The President through the VPAA notifies the promotion or continued appointment candidate of the final decision regarding promotion or continued appointment.

5. External Evaluation

- 5.1. The request for an external review of TRP materials submitted by a candidate may be initiated at any level of review by the candidate, the midterm review committee, the Dean, the PREC, or the VPAA. Such a request lists: 1) the special circumstances which necessitate an outside reviewer; 2) the specific TRP sections, such as teaching effectiveness, scholarship, and/or service; and 3) the materials needing the evaluation of

an external reviewer. The request must be submitted to the VPAA and approved by the VPAA with the concurrence of the candidate. See Section 4.7.3 for timeline.

- 5.2. After an external review has been approved, the candidate submits to the VPAA a list of three (3) off-campus experts judged to be competent to review and evaluate the materials in question. The VPAA shall then select one (1) or two (2) off-campus expert(s) from the three (3) recommended and invite the person(s) selected to serve as reviewer(s). The VPAA shall forward to the external reviewer(s) the agreed upon materials needed to complete the review process and shall set a date for the completion of this task. The cost of the external review, if any, shall be borne by Dominican.
- 5.3. The external reviewer shall examine the materials forwarded by the VPAA and write a comprehensive report assessing the DUCFFT bargaining unit member's materials in terms of the TRP section in question. The final report shall be shared with the candidate, shall be included in the review process, and shall be treated as additional evidence and considered along with all other materials.
- 5.4. The external evaluation must be conducted in a timely manner so the candidate's portfolio is reviewed during the same review period.

6. Redress

6.1. Guiding Principles

Candidates may seek redress in the following ways: through the TRP appeals process or through the Union grievance procedure (Article 27, *Grievance and Arbitration*). Use of one method of redress precludes the use of the other method.

6.2. Appeals Procedure and Policy

- 6.2.1. Guiding Principles: Questions of procedural error or deviation from this policy regarding qualifications for tenure, promotion, and/or continued appointment may be appealed. All deliberations and findings at all levels of appeal are confidential.

6.2.2. Procedure and Timeline

- a. The appellant submits a letter to the Human Resources Director and the VPAA stating the reasons for the appeal. This letter must be received within forty-five (45) days of the appellant's receipt of the notification of the decision which is being appealed through this procedure.
- b. The Appeals Committee is formed consisting of three (3) tenured DUCFFT bargaining unit members. The appellant chooses a tenured DUCFFT bargaining unit member who will serve as Chair, the VPAA chooses the second tenured DUCFFT bargaining unit member, and the two (2) chosen DUCFFT bargaining unit members choose the third member of the Appeals Committee. DUCFFT bargaining unit members who are current members of PREC or have just completed their term on PREC are not eligible to

serve on this Appeals Committee.

- c. Within ten (10) business days from receipt of the appeal by the Human Resources Director and the VPAA, the members of the Appeals Committee must be chosen and have confirmed to Human Resources their willingness to serve. The Human Resources Director notifies the VPAA and the appellant. The full appeals committee must meet by September 15th.
- d. The Appeals Committee conveys its recommendation to the President by November 15th. The President issues the decision to the appellant, the Appeals Committee, the VPAA, and the Human Resources Director by December 15th.
- e. To accommodate this period of reconsideration, the DUCFFT bargaining unit member's employment will be extended by one (1) year, if needed.

7. Performance Evaluation Criteria and Standards

7.1. Guiding Principles

- 7.1.1. In considering individuals, the school Dean, the PREC, the VPAA, the President, and the Board of Trustees look for academic excellence in teaching effectiveness, excellence in a second criterion, and adequacy in the third:
 - a. Teaching Effectiveness (Section 7.3)
 - b. Scholarship (Section 7.4)
 - c. Service (Section 7.5)
- 7.1.2. The candidate must make a case for promotion, particularly in areas that do not seem to meet the standards of excellence and adequacy as required.
- 7.1.3. In evaluating individuals for tenure, promotion, and continued appointment, reviewers recognize the importance of allowing individuals to emphasize different facets of their academic performance.
- 7.1.4. Proration for Service Credit. If a candidate has a shortened term before review because of service credit, the application of quantitative standards will be prorated. For example, a tenure-track assistant professor with a shortened period of four (4) years will be expected to produce two-thirds of the scholarship and service expected of a tenure-track assistant professor with a six (6)-year review period at Dominican.
- 7.1.5. DUCFFT bargaining unit member participation in and support of curricular/co-curricular activities aligned with strategic initiatives such as the Dominican Experience is valued for promotion and tenure. Documentation for review may provide evidence of a DUCFFT bargaining unit member's engagement in one or more (1+) components of a strategic initiative such as the Dominican Experience. For example, DUCFFT bargaining unit

members may indicate how they have supported students' *community engagement*. Evidence may also be provided on how DUCFFT bargaining unit members have incorporated the use of *digital portfolios* into courses or guided students' curation of digital portfolios. DUCFFT bargaining unit members may include examples of directing or evaluating culminating signature work projects or theses. DUCFFT bargaining unit members may include examples of directing or evaluating culminating signature work projects or theses. DUCFFT bargaining unit members may also provide evidence of mentorship or attentiveness to advising practices that support the Dominican Experiences' commitment to *Integrative Coaching*.

7.2. General Documentation Requirements

- 7.2.1. The candidate will deliver their portfolio materials in an organized and compact manner by the deadline electronically to the Office of Academic Affairs via a Dominican-approved digital platform. The portfolio must adhere to all PREC mandates and requirements for submission. For outline and content of materials submitted electronically for review, candidates should review Dominican's Tenure and Promotion website which articulates the appropriate process and procedures.
- 7.2.2. The general documentation includes the components listed below.

To be submitted by the candidate:

- a. A copy of the summary letter sent to the candidate after their previous review. A copy is available in the Office of Academic Affairs. (This does not apply to candidates who are coming to the PREC for the first time.) The candidate has the option to include or not include any and all midterm materials (including the midterm summary letter) to the PREC for tenure and/or promotion;
- b. A current curriculum vitae;
- c. A concise personal commentary (self-study) on the three criteria, including a frank review of strengths and areas for improvement in teaching effectiveness; and
- d. The agreed-upon faculty development plan, if applicable.

To be submitted by others:

- a. Copies of the DUCFFT bargaining unit member workload reports, the Faculty Annual Activities Reports ("FAAR"), the student course evaluations since last review or since initial employment if first review, and the completed course evaluation summary form to be submitted by the Dean's office to the Office of Academic Affairs and placed in the Teaching Effectiveness section of the Portfolio (Section 4.7.3).
- b. Letters from members of the Dominican community and others may be

included in the TRP portfolio. Letters from members of the Dominican community must contain the Cover Sheet included in the Candidate Information Packet. The candidate should ask for letters only from those with direct experience of their performance and remind their letter writers to be specific. Letters of support from past and/or current members of the PREC are permitted.

- c. Peer-observation/classroom visitation material. A minimum of two (2) summative peer-observation reports from the two (2) DUCFFT bargaining unit members appointed by the VPAA after consultation with the candidate for this purpose is required. If the candidate wishes, they may supplement these reports with a maximum of three (3) formative or summative peer-observation reports from any semester within three (3) years of the review. These are to be placed in the Teaching Effectiveness section of the Portfolio. Once a DUCFFT bargaining unit member has been elected to the PREC, they are removed from the list of eligible Peer Observers that is sent to the candidates; however, peer observations completed prior to the DUCFFT bargaining unit member's election to the PREC are acceptable and may remain as part of the portfolio.
- d. Administrative evaluations by supervisors. The letter from the candidate's Dean must be included. A formal letter from the candidate's Chair may be included at the candidate's request.

7.3. Teaching Effectiveness

7.3.1. Documentation for Teaching Effectiveness

- a. The personal commentary must include a self-study of teaching effectiveness. If student evaluations or class observations frequently mention a problem, the self-study should include a description of how this problem has been addressed. It may also include discussions of supervised independent studies, internships, or international courses, developments of new courses, or teaching approaches/pedagogies, and participation in programs to improve teaching;
- b. One (1) course syllabus for each course (not each section of a course) taught since last review, or since initial employment if this is first review;
- c. Student course evaluations as indicated in 7.2.2.e; and
- d. Peer-observation/classroom visitation material as indicated in 7.2.2.g.

7.4. Scholarship

7.4.1. All DUCFFT bargaining unit members are expected to engage in a program of professional development and scholarship. The categories may be as listed below (primarily defined by Ernest L. Boyer in 1990, 1992), though Dominican recognizes the possibility of the

expansion of the categories.

- a. Scholarship of Discovery
- b. Scholarship of Teaching
- c. Scholarship of Application
- d. Scholarship of Integration

This program of professional development will include written publications, creative work, and other scholarly activities, some of which are noted in the chart below. The candidate is responsible for making the case that their work is a valuable contribution in the area of scholarship.

SCHOLARSHIP OF DISCOVERY

EXAMPLES OF SCHOLARLY ACTIVITIES

Written Publications

- 1. Scholarly publications (books, textbooks, journal articles, articles, edited books, book chapters).
- 2. Peer-reviewed publications.
- 3. Publication of a monograph.
- 4. Grant awards in support of research or scholarship.
- 5. Editor of a journal or on editorial board.
- 6. Published software programs.
- 7. Editor or Associate Editor of conference proceedings.
- 8. Published poetry, short fiction, or novel.
- 9. Published review of theoretical or applied research.
- 10. Published review of a scholarly book.
- 11. Published review of a novel, short fiction, play, performance, or any other form of artistic endeavor in the field of the author.

Presentations

- 1. Presentations of scholarly work in professional venues (note if peer-reviewed or invited).

2. Publication of videocassettes, film, multimedia products, or television programs.

Creative Works

1. Acquisition into a significant public/private/corporate art collection.
2. Corporate, public, or private commission.
3. Musical composition (opera, musical theater, large choral and orchestral work, major song-cycle, or major chamber work).
4. New edition of a musical work.
5. Solo art, film, or video exhibition (curated or juried).
6. Two (2)-person art, film, or video exhibition (curated or juried).
7. Exhibited or performed community-based artwork or activity.
8. Group art, film, or video exhibition (curated or juried).
9. Conducting performance.
10. Professionally produced musical recording for commercial market.
11. Annual public solo or chamber music faculty recital (one (1) hour, with two (2) external reviews).
12. Multiple solo or chamber music faculty recitals (one (1) hour, not memorized, with two (2) external reviews).
13. Ballet performance (choreographer, director, or dancer – on or off campus, with two (2) external reviews).

SCHOLARSHIP OF TEACHING

EXAMPLES OF SCHOLARLY ACTIVITIES

Written Publications

1. Research related to teaching methodology, learning outcomes, or assessment.
2. Case studies related to teaching/learning, learning theory development.
3. Development or testing of educational models or theories.

4. Published learning aids or models.
5. Grant awards in support of teaching and learning.
6. Creation and implementation of course software.

Presentations

1. Research related to teaching methodology, learning outcomes, or assessment.
2. Case studies related to teaching/learning, learning theory development.
3. Development or testing of educational models or theories.
4. Presentations on learning aids or models.
5. Presentations on created course software.
6. Presentations related to teaching and learning in professional venues (note if peer-reviewed or invited).

SCHOLARSHIP OF APPLICATION

EXAMPLES OF SCHOLARLY ACTIVITIES

Written Publications

1. Publications of research, case studies, technical applications, or other practice issues.
2. Published reports. Examples include compiling and analyzing health, health services, or policy.
3. Documented peer review of practice and/or continuing education. This includes documentation of additional professional certifications.
4. Evidence of copyrights, licenses, patents, or products.
5. Grant awards in support of practice.
6. Published reports of clinical demonstration projects.

Evaluated Professional Practice

Presentations

1. Presentations on research, case studies, technical applications, or other practice issues.
2. Professional presentations related to practice (note if peer-reviewed or invited).
3. Presentations on compiling and analyzing health, health services, or policy.
4. Presentations on clinical demonstration projects.
5. Evidence of providing expert witness or testimony.
6. Curating an exhibit.

SCHOLARSHIP OF INTEGRATION

EXAMPLES OF SCHOLARLY ACTIVITIES

Written Publications

1. Publications of research, policy analysis, case studies, reviews of the literature, and others.
2. Evidence of copyrights, licenses, patents, or products.
3. Reports of interdisciplinary programs, service learning, or service projects.
4. Policy papers designed to influence organizations or governments.

Presentations

1. Presentations on research, policy analysis, case studies, reviews of the literature, and others.
2. Presentations on interdisciplinary programs, service learning, or service projects.
3. Interdisciplinary grant awards.
4. Presentations on policy papers designed to influence organizations or governments.
5. Curating an exhibit.

7.4.2. Scholarship Standard for Tenure and Promotion. For performance in scholarship to be deemed adequate, the candidate must demonstrate a program of scholarly contributions as delineated in detail in Section 7.4.1 that includes the equivalent of two (2) written scholarly

publications, or one (1) peer-reviewed book-length publication, or two (2) creative works for performing/visual arts faculty; in addition, the candidate must demonstrate two (2) scholarly activities (from the list in Section 7.4.1) over the period under review by PREC. This is prorated for DUCFFT bargaining unit members who are awarded service credit.

For performance in this area to be deemed excellent the candidate must demonstrate a program of scholarly contributions as delineated in detail in Section 7.4.1 that includes the equivalent of two (2) written scholarly publications, or one (1) peer-reviewed book-length publication, or two (2), or creative works for performing/visual arts faculty. In addition, the candidate must demonstrate four (4) scholarly activities over the period under review by PREC. This is prorated for DUCFFT bargaining unit members who are awarded service credit.

Consult Dominican's Faculty Handbook for the documentation of each school's standards for scholarship consistent with this provision.

7.4.3. Documentation of Scholarship

- a. The personal commentary must include a self-study of scholarship.
- b. The candidate must document scholarship in full detail.

The Scholarship section will contain: A copy of each publication, manuscript, or creative materials (for example: fliers or other gallery announcements for art exhibitions, audio or video tapes of a program of public performance) shall be submitted along with any evaluations by colleagues, reviews, citations by others in the field, awards and other scholarly recognition, or other appropriate correspondence and verifying documentation which the candidate chooses to include. Manuscripts accepted for publication will be considered "published research" when accompanied by a letter of acceptance from the editor or publisher. All items listed above must be submitted by the due date for the portfolio, August 30th.

- c. The optional Intellectual Development section (section 7.4.4).
- d. In evaluation of the merits of scholarship or other creative work, more weight shall be given to original authorship than to editorial activity in a book, more weight to articles in peer-reviewed journals than in non-peer-reviewed journals, more weight to non-peer-reviewed than to self-published or unpublished materials. Other factors to be considered in evaluating merits of the scholarship or creative endeavor include its originality, usefulness, the prestige of the publication's medium involved, and the extent of the candidate's role in the case of multiple authorship. Dominican shall not allow its own philosophical, political, or religious beliefs to influence the judgment of the worth of the research.

7.4.4. Documentation of Intellectual Development

Candidates may also demonstrate achievement in Intellectual Development. Demonstration of excellence in this area can strengthen performance in the areas of scholarship or service. However, it cannot substitute for deficiency in any of the three (3) areas.

The candidate may present a clearly organized and documented report on activities in the area of intellectual development, which may include, but are not limited to, the following:

- a. Degrees, certificates, and licenses earned or in the process of being earned.
- b. Courses, seminars, or workshops taken or given.
- c. Grants applied for, but not yet received or grant applications submitted but not awarded.
- d. Conferences and/or professional meetings attended.
- e. Materials not yet accepted for publication, such as an unpublished dissertation, unpublished research, unexhibited artwork, unperformed artistic/musical works, or professional practice not yet been formally evaluated.

7.5. Service

Beginning in fall 2026, the following standards shall be used to assess service. Prior to fall 2026 standards from the 2023-2025 CA shall continue to be used.

7.5.1. DUCFFT bargaining unit members are expected to participate in the efforts and functions of the department/program/division, the school, and/or Dominican. Additional service contributions may include service to the expanded community and/or the profession.

7.5.2. Service Standard for Tenure and Promotion

A candidate's service may take place in any of the areas listed below:

- The candidate's program, department, or division
- The candidate's school
- The University
- The expanded community
- The candidate's profession/discipline

Adequacy: For performance in service to be deemed "adequate," the candidate must demonstrate a sustained record of contributions of service in at least three (3) of the areas.

For performance in this area to be deemed “excellent,” the candidate must demonstrate a sustained record of significant contributions of service in at least three (3) of the areas.

The amount of service necessary to be deemed an adequate or excellent contribution is left to the discretion of the PREC; however, examples of significant service contributions usually include leadership roles and a notable time commitment (extending beyond compensated hours/units). Examples:

- Designing a new program
- Leading or co-leading (re-)accreditation or extensive assessment processes
- Serving as chair of a university-level governance committee
- Serving as an elected officer of DUCFFT
- Serving on the bargaining team for DUCFFT during CBA negotiations

7.5.3. Documentation of Service to the Department/Program/Division, School, and/or Dominican

The candidate’s service may include, but not necessarily be limited to the following:

- a. Committee, taskforce, and advisory board membership or leadership.
- b. Participation in curriculum development.
- c. Participation in strategic planning.
- d. Participation in assessment.
- e. Participation in cross-campus programs, initiatives, and/or grants, such as the service learning program, diversity initiatives, and private, state, and federal grants.
- f. Participation in the business of the Faculty Forum through serving as an officer.
- g. Service contributions beyond the assigned administrative responsibilities/release time as Chair.
- h. Fulfillment of special assignments, such as serving for a period of time on a taskforce, marketing and recruiting for an academic program, assistance with fundraising, and pursuit of grants that benefit Dominican or an academic program.
- i. Service to the student body, such as serving as a sponsor in student clubs, moderator on panels, advisor of honor societies, or engaging in non-administrative extracurricular/extramural activities.

- j. Contribution to the intellectual or cultural life of the department/division, program, school, and/or Dominican, such as giving special lectures or providing training.
- k. Mentoring DUCFFT bargaining unit member colleagues.
- l. Service to the Dominican University of California Faculty Federation of Teachers, e.g., through serving as a Union Officer or on a union committee.

7.5.4. Documentation of Service to the Expanded Community

The candidate's service may include, but not necessarily be limited to the following:

- a. Lectures to community groups.
- b. Participation or leadership in community groups, non-profit organizations, innovative institutions, advisory boards; or trusts.

7.5.5. Documentation of Service to the Discipline or Profession

The candidate's service may include, but not necessarily be limited to the following:

- a. Organizing a professional meeting or conference.
- b. Organizing a panel or a session at such a meeting or conference.
- c. Serving as a discussant of papers read by others.
- d. Holding office in professional organizations.
- e. Receiving awards and recognition from such organizations as evidence of extraordinary service.
- f. Professional consulting to or professional practice in such organizations.

7.5.6 Documentation of Service to the Discipline or Profession

The candidate's service may include, but not necessarily be limited to the following:

- a. Organizing a professional meeting or conference
- b. Organizing a panel or a session at such a meeting or conference
- c. Serving as a discussant of papers read by others
- d. Holding office in professional organizations
- e. Receiving awards and recognition from such organizations as evidence of extraordinary service

- f. Professional consulting to or professional practice in such organizations
- g. Mentoring faculty
- h. Peer review of journal articles, conference papers, etc.
- i. Tenure/promotion review of faculty portfolio from another university

7.6. Standards for Tenure, Promotion, or Continued Appointment

A DUCFFT bargaining unit member's teaching effectiveness, scholarship, and service during the review period are the basis for tenure and/or promotion.

- 7.6.1. Candidates for tenure or for promotion must demonstrate excellent performance in teaching effectiveness; excellent performance in a second area (scholarship or service); and adequate performance in a third area (scholarship or service).
- 7.6.2. Candidates for continued appointment must demonstrate at least adequate performance in teaching effectiveness, scholarship, and service.

8. Special Provisions Regarding Tenure

Conferral of tenure means that a DUCFFT bargaining unit member is explicitly guaranteed continuance of a full-time appointment by Dominican until retirement (or resignation). Grounds and processes for withdrawal of tenure are treated in sections 8.1-8.4.

8.1. Retirement and Tenure

Tenure ceases upon retirement from full-time status. DUCFFT bargaining unit members Faculty no longer under tenure may be awarded emeritus status by Dominican and become Professor Emeritus/Emerita at their rank.

9. Implementation Rules and Regulations

9.1. General Rules and Regulations

- 9.1.1. Prior to the final decision, candidates for promotion to Full Professor may withdraw without prejudice from consideration at any level of review. However, they must apply for review, promotion, or continued appointment within two (2) years of the withdrawal. This provision also applies to candidates for early tenure.
- 9.1.2. If, at any time during the review process, the accidental omission of required evaluation documents is discovered, the person or unit which should have provided the requisite documentation will be contacted to provide those documents.
- 9.1.3. A DUCFFT bargaining unit member may participate in a peer review process only at one level of review in a given year. They may not attend meetings at more than one (1) level where candidates for tenure or promotion are discussed, except where such attendance is needed for the resolution of disagreement or the solicitation of additional information.

Classroom visits/evaluations, assessments of publications and committee work, mentoring, and other forms of evaluation (resulting in written reports at the department or school level) do not constitute “participation.”

- 9.1.4. All PREC deliberations on individual personnel cases are conducted in executive session and remain confidential. Violations of this confidentiality are considered to be unprofessional conduct and grounds for disciplinary action.
- 9.1.5. The TRP portfolio will be held in confidence and will be accessible only to the candidate and persons with authorized access in the conduct of official Dominican business. With the exception of administrative staff performing clerical tasks, all instances of access to the TRP portfolio shall be logged and the log record shall be a permanent part of the TRP portfolio.
- 9.1.6. Recommendations regarding tenure, promotion and continued appointment shall be based solely upon the contents of the candidate’s TRP portfolio. Should the PREC make a recommendation on any basis not directly related to the professional qualifications, work performance, or personal attributes of the candidate, those reasons shall be stated in writing and entered into the candidate’s TRP portfolio and shall be immediately provided to the candidate.
- 9.1.7. Only the assembled PREC is authorized to discuss clarifications of recommendations/evidence of committee recommendations with the Dean, VPAA, President, and/or the Board of Trustees. Discussion of personnel cases outside of the committee setting is prohibited.

9.2. Professional Review and Ethics Committee (PREC)

- 9.2.1. Composition. The Professional Review and Ethics Committee is made up of seven (7) full-time, tenured DUCFFT bargaining unit members: five (5) must be Full Professors and two (2) may be Full or Associate Professors. The PREC conducts Dominican-level professional reviews for DUCFFT bargaining unit members. The members of the Faculty Forum will elect all members of the PREC from among a slate of eligible candidates provided by the VPAA and verified by the PREC chair. The term is four (4) years. Each school must have at least one (1) representative on the committee. At a minimum, two (2) members of the PREC shall be replaced each year, and no individual may serve more than four (4) years consecutively. A DUCFFT bargaining unit member must have gone successfully through a PREC review process at Dominican in order to participate as a member of the PREC.

9.2.2. PREC Review Procedures

- a. The VPAA. At the beginning of the fall semester the VPAA will convene the PREC. At this meeting, they will explain in detail the review criteria and procedures, which include the need to maintain strict confidentiality with regard to all PREC discussions; the documents reviewed; and the importance of distinguishing “old information” regarding a candidate, which may have been true during an earlier review period, from current information. Relevant evidence must be in writing (Section 9.1.6).

- b. The Chair. At this meeting, the PREC chair elected at the end of the previous year will determine its calendar for the year, bearing in mind that its final recommendations must be submitted to the VPAA by the indicated deadlines. The PREC will at this meeting also review the appropriate sections of this Collective Bargaining Agreement to ensure its understanding of review procedures. It is the responsibility of every member of the PREC to assure that every procedure is observed.
- c. The list of candidates. It is the responsibility of the VPAA to advise the PREC Chair of the names of DUCFFT bargaining unit members applying for tenure, promotion, and/or continued appointment prior to the first meeting and no later than September 1st.
- d. After review of the written materials for each individual, the PREC can ask for additional information to be presented orally or in writing by the candidate or the Dean. In reviewing teaching materials, original scholarship, and professional performance, the PREC may wish to ask for an evaluation of the materials by a competent reviewer who is not a member of the PREC. The reviewer may be another member of the DUCFFT bargaining unit or an external reviewer (Section 5).
- e. Each candidate for tenure and/or promotion is required to appear before the PREC prior to the voting on their case (Section 9.2.3).

9.2.3. Interview of Candidates for Tenure and/or Promotion

At this interview, the following events will occur and their occurrence will be carefully noted on a checklist:

- a. The candidate will be welcomed and formally advised that the demeanor, comments, concerns, and questions of the PREC should not be interpreted as evidence for or against the request for promotion, tenure, or a continued appointment.
- b. The Chair of the PREC and the committee members will address each of the PREC's previously generated list of comments, concerns, and questions. The recorder will keep careful notation of each point addressed and the essence of the candidate's response.
- c. The candidate will be advised that if, after the interview, they feel they did not answer the questions or respond to the observations as they would have wished, they may write their additional comments to the chair of the PREC. These must be received within ten (10) calendar days of the date of the interview.

9.2.4. Confidentiality, Disclosure, and Documentation

- a. All deliberations of the PREC are confidential, and it is the responsibility

of each member to ensure that confidentiality is maintained.

- b. Minutes must be kept by the recorder of the PREC. These must be meticulous in their citing of actions taken (without names) in fulfillment of steps for the review process, clear and full reasons given for any supplementary steps added, a clear statement of the votes cast relative to promotion and/or tenure (yesses, no's) and a clear statement of the reasons for the recommendation which prevails, including a statement of strengths and weaknesses relative to each of the criteria for promotion and/or tenure.
- c. All parties involved in the review process will maintain confidentiality.
- d. Minutes should be distributed to each member of the PREC prior to the next meeting in a fashion that preserves their confidentiality, and the minutes of each meeting should be faithfully reviewed for accuracy and completeness at the beginning of each successive meeting and formally amended, if necessary, and approved.
- e. Notes generated by PREC Members During the Review Process: Any digital or handwritten notes that a PREC committee member generates related to a candidate's must be retained throughout the process and submitted to the Office of Academic Affairs at the end of the review year, between April 15th and April 30th. "Notes" refers only to a reviewer's optional written comments related to a candidate's application. This does not include the documents that are already part of a PREC file such as agendas, schedules, timelines, procedures, etc. These notes are confidential and become part of the record of PREC activities. These notes should be given to the PREC support staff person in Academic Affairs who will archive them with the PREC meeting materials. Digital notes should be submitted to the PREC support staff person via email attachment. Physical notes (on paper) can be delivered in a sealed envelope to the Office of Academic Affairs or scanned and emailed to the PREC support staff person via email attachment. Once the digital and/or physical notes are submitted to Academic Affairs, committee members must shred or delete any remaining original documents and/or files.

9.2.5. PREC Deliberation Rules and Procedures

After reviewing all the evidence in the three (3) primary areas and consulting, if necessary, evidence from the secondary area, members of the PREC will deliberate until the chair instructs each member to vote "yes" or "no" for tenure, promotion, or continued appointment. For decisions regarding tenure, a two-thirds (2/3) majority is required. A simple majority vote will suffice for PREC decisions regarding promotion or post-tenure review.

- a. All members of the PREC must cast a vote on decisions of tenure and/or promotion. No abstentions are allowed. If a member must be absent during

a vote, they must communicate their vote to the VPAA prior to that meeting.

- b. If a candidate's faculty mentor is a current member of PREC, a substitute mentor will be appointed by the Dean during the year of review. If a PREC member is a mentor for a current candidate, the PREC member should inform the committee of the mentor relationship and limit their comments only to what is in the portfolio or to contributing knowledge of the discipline in a general way. It is not appropriate to comment on the progress of the candidate that falls outside the scope of the portfolio timeline.
- c. If a PREC member has some conflict of interest regarding the candidate being reviewed, they should recuse themselves from the PREC for the entire year. The rationale for recusal must be approved by all members of the PREC. The recused member's replacement will be the next eligible person with the most votes in the elections for PREC membership the preceding spring.
- d. All PREC votes are cast on private written ballots and will be counted by the recorder.

9.3. Protocol for Recommendations for Tenure, Promotion and/or Continued Appointment

9.3.1. Action by the Professional Review and Ethics Committee

After evaluation of the portfolio submitted for review and the candidate's follow-up statement/rebuttal, if any, the chair of the PREC will electronically distribute to each voting member of the PREC a ballot. The action of the committee may be to recommend tenure, promotion, and/or continued appointment; or to not recommend tenure, promotion, and/or continued appointment, because in the evaluation of the PREC the candidate does not present an unequivocal case for tenure, promotion, or continued appointment in relation to the criteria specified for the rank concerned.

- a. For tenure, promotion and/or continued appointment, each member of the PREC will then vote "yes" or "no."
- b. For a continued appointment, the standard term is ten (10) years. If the PREC has reservations regarding the performance of the candidate and requires a review outside the regular terms, members must discuss this issue prior to voting and then indicate a specific number of years on the ballot. If the PREC cannot reach consensus regarding the number of years prior to the next review for continued appointment, differences over number of years are resolved by taking the average of the years indicated on the ballots and rounding off to the nearest whole number.
- c. The PREC forwards its written recommendation to the VPAA.

9.3.2. Action by the VPAA

- a. After review of the PREC recommendation and the candidate's portfolio, the VPAA will make their recommendation in writing to the President. They shall at the same time forward the PREC's recommendation to the President.
- b. If the PREC does not recommend the candidate for tenure, promotion, and/or continued appointment, the VPAA and the President will confer regarding the PREC decision.

9.3.3. Action of the President

- a. After receiving the written recommendation of the VPAA and the report of the PREC, the President, in turn, makes their decision or recommendation concerning tenure, promotion, or continued appointment. The President's recommendations for tenure are forwarded to the Board of Trustees. The vote of the Board of Trustees upon the President's recommendations is final. The President's decision on promotion and continued appointment is final, and subject only to the appeal procedure described above in Section 6.2 or the Grievance Procedure outlined in Article 27, *Grievance and Arbitration*.
- b. The President through the VPAA will notify candidates for tenure immediately following the March Board of Trustees' meeting via electronic mail. The President through the VPAA will notify candidates for promotion, or continued appointment by May 15th via electronic mail. The candidates, the PREC, the Deans and the Director of Human Resources will be notified simultaneously via electronic mail.
- c. The notification to the candidate, a formal document granting or denying tenure and/or promotion, will be written by the President, give the reasons for the decision, and, if applicable, state the date of the next review. The recommendation with reasons submitted by the PREC and the VPAA will be forwarded to the candidate with this letter.

ARTICLE 16 - FULL-TIME TERM FACULTY APPOINTMENT, REVIEW AND PROMOTION

1. Definition of Full-Time Term Faculty

Non-tenure-track DUCFFT bargaining unit members, generally referred to as Term Faculty, provide teaching, research, administrative, and/or departmental support on a contract basis to enable Dominican to respond to changing needs. This type of appointment does not lead to tenure; however, some Term Faculty (Non-fixed Term Faculty) are eligible for promotion from Term Assistant Professor to Term Associate Professor, and from Term Associate Professor to Term Professor. Term Faculty are entitled to all protections of academic freedom and due process and to fair compensation relative to tenure-eligible DUCFFT bargaining unit members. This appointment may only be terminated in accordance with Article 25, *Separation from the University*, or Article 34, or as otherwise specified in this Article.

Types of Term Faculty Appointment

- **Continuing Term Faculty** consists of those DUCFFT bargaining unit members holding the ranks of Term Assistant Professor; Term Associate Professor; and Term Professor. Term Faculty undergo the processes of initial review, midterm review, rank promotion, and continued appointment review when applicable.
- **Fixed Term Faculty** consists of those DUCFFT bargaining unit members whose appointment is a full-time appointment, contracted for a fixed term designated at time of hire (one (1), two (2), or three (3) years only) that does not lead to tenure. There is no presumption of rehire for Fixed Term Faculty. Due to their fixed appointment length, Fixed Term Faculty with the exclusion of Fixed Term Research Faculty undergo the initial review and, where applicable, the annual review processes.
 - Fixed Term Research Faculty is a special category for those DUCFFT bargaining unit members whose primary role is research. Their positions may be grant-funded and they may have reduced teaching workload expectations. Although they are Fixed Term Faculty, they are eligible for midterm review and term rank promotion review, and can hold the rank of Term Research Assistant Professor, Term Research Associate Professor, or Term Research Professor.
- **Tenure-Track Bound Term Faculty** consists of those DUCFFT bargaining unit members actively enrolled in a terminal degree program at the time of appointment, or for existing Non-Tenure Track, Continuing Term faculty enrolling in a terminal degree program, who are seeking a tenure-track position when eligible. The Tenure-Track-Bound Term appointment is intended for Dominican programs that have difficulty filling available tenure-track positions due to documented faculty shortages in competitive hiring markets. This appointment is supported by additional professional development funding. Funding support is limited to a

maximum of three (3) years (with a possible one (1) additional year after appeal). Upon successful terminal degree completion, this term position may be converted to a tenure-track appointment contingent upon verified teaching effectiveness, service to the department, a proposed program of scholarship, and the Dean's recommendation. A maximum of two (2) years of service credit may be granted as specified in Section 2.2.3 below.

2. Minimum Educational Qualifications and Rank at Initial Appointment

2.1. Minimum Educational Qualifications

Possession of an earned Master's or other equivalent degree in an area appropriate to the individual's teaching area is required for appointment to a term faculty position.

2.2. Setting Rank and Period of Appointment for Newly Appointed Continuing Term Faculty

2.2.1. The VPAA sets the initial rank for newly appointed Continuing Term faculty in consultation with the appropriate Dean and Chair, as well as the designated status (Continuing Term, Fixed Term, or Tenure-Track Bound Term).

2.2.2. Unless a special condition described below exists, an Initial Appointment for a newly appointed Continuing Term Faculty is for three (3) years at the rank of Term Assistant Professor.

2.2.3. Special conditions applying to each Term faculty rank are set forth in 2.2.3.1 to 2.2.3.2.

2.2.3.1. Service Credit: At the time of initial appointment, the VPAA may, upon the recommendation of the Dean, award one (1) or two (2) years of service credit toward the initial appointment period. Service credit will be given for full-time or $\frac{3}{4}$ full-time teaching experience at a four (4)-year institution of higher learning. Normally, one (1) year of service credit may be granted for each year of teaching experience with a maximum of two (2) years of service credit.

2.2.3.2. The VPAA may, with the Continuing Term Faculty member's consent, make exceptions to these normal periods and allow for an earlier than usual review for rank promotion. The VPAA may also grant a delay of one (1) year.

3. Processes For Initial Appointment, First Year and Midterm Review, Promotion, and Continued Appointment for Term Faculty

3.1. Guiding Principles for All Levels of Review

A Continuing Term faculty member at Dominican is subject to review at different levels. These guiding principles apply to all those levels. For principles applying only to a specific level, see the appropriate section below.

3.1.1. DUCFFT bargaining unit members are evaluated on the quality of their achievements and the impact of their contributions over the period of review in two (2) of these three (3)

areas: (1) teaching effectiveness, (2) service and engagement within Dominican, service to the expanded community, and/or the profession and (3) Scholarship. All Continuing Term faculty members are evaluated on the basis of two (2) of the three (3) areas. The first criteria for teaching DUCFFT bargaining unit members must be teaching, and the second could be either service or scholarship. The first criteria for research term faculty must be research/scholarship, and the second could be either service or teaching.

- 3.1.2. Decisions regarding Rank Promotion and continued appointment must be clear, fair, and unbiased at all levels of review. The process must ensure that excellence is rewarded and that DUCFFT bargaining unit members who meet Dominican standards and expectations will have an opportunity for advancement.
- 3.1.3. One (1) year of teaching experience for a DUCFFT bargaining unit member in a nine (9)-month position is two (2) consecutive semesters of full-time employment within an academic year. For a DUCFFT bargaining unit member in a twelve (12)-month position, one (1) year of teaching experience is any consecutive twelve (12) months of full-time employment as their teaching may be spread out over twelve (12) months. For the purposes of calculating initial appointment, each year of service at Dominican commences with the first fall semester of appointment.
- 3.1.4. In general, work performed before coming to Dominican is the basis for hiring as indicated in the letter of initial appointment. Work performed after hiring is the basis for the first appointment and/or promotion, and work performed after a previous appointment and/or promotion is the basis for the next appointment and/or promotion. All conditions of appointment are indicated in the letter of initial appointment.
- 3.1.5. Participants in the Term Rank Promotion Review process may include the candidate, the Chair, the Dean, the Term Review Committee, the VPAA, and the President. During the period when the candidate is preparing their Promotion and Review portfolio, DUCFFT bargaining unit members, students, and academic administrators may provide information concerning the candidate and have that information entered into the Term Promotion and Review portfolio. A DUCFFT bargaining unit member has the right to respond to or rebut any information which has been placed by another individual in their portfolio.
- 3.1.6. A DUCFFT bargaining unit member may participate in the peer review process of a Continuing Term Faculty member only at one (1) level of review in a given year.
- 3.1.7. Deliberations on continued appointments, Midterm Reviews, and Rank Promotion shall be confidential. Access to materials and recommendations pertaining to the candidate shall be limited to the candidate, the Chair, the Dean, the committee at the appropriate level of review, the VPAA, and the President. Appropriate administrative staff shall have access to the materials for the purpose of performing clerical tasks.
- 3.1.8. The Dean provides oversight and guidance in the appointment, review, and promotion process within Dominican. The Dean is responsible for communicating Dominican policies to candidates and also provides ongoing guidance to candidates as to whether their performance is consistent with Dominican expectations. The Dean, in collaboration with

the Chair, is responsible for talking with candidates about their overall career development and providing professional mentoring. The Dean is responsible for ensuring that candidates have access to productive mentoring, if deemed necessary.

- 3.1.9. The appropriate Committee reviews the materials submitted by the candidate, the Dean's office, the Chair, and the Dean's evaluations and recommendations. The appropriate committee and the Dean each prepare and forward an independent detailed recommendation to the VPAA.
- 3.1.10. The VPAA provides oversight for Dominican's appointment, review, and promotion processes. The implementation of the annual calendar as described in this Agreement, and the distribution of relevant information to prospective candidates, Chairs, Deans, and committees is coordinated by the relevant Dean's Office(s).
- 3.1.11. A DUCFFT bargaining unit member may appeal a decision by any review body through the Appeals procedure detailed below.
- 3.1.12. Review for Term Faculty Not Pursuing Rank: Term faculty have the option to stay at their initial rank. Term DUCFFT bargaining unit members who do not wish to pursue rank must do an Initial Review and Midterm Review, after which they can receive a renewed three (3)-year contract based on annual FAARs, FAEs, and student course evaluations. In the third year after Midterm Review (Year Six (6), Term Faculty have the option to be reviewed for either Rank Promotion or Continuing Appointment. Following successful completion of that review, the Term faculty not pursuing rank will undergo formal review every three (3) years. The review process and materials will parallel that of the Mid-term Review. If a Continuing Term Faculty member fails to meet adequate expectations in their annual evaluations (FAARs and FAEs), they will be subject to a performance improvement plan, non-reappointment, or offered a terminal contract year, depending on the specific issues to be addressed, and at the discretion of the VPAA.
- 3.1.13. Pausing of the Promotion or Continuing Appointment Clock. Requests for Rank and Promotion/Continuing Appointment Clock extensions may be granted if the DUCFFT bargaining unit member is experiencing a life circumstance which significantly inhibits their ability to be adequately prepared for review within the scheduled timeline. If granted, extensions to the review timeline shall be granted in one (1) academic year increments so that the promotion shall be reviewed one (1) academic year later than scheduled as previously agreed upon.

Circumstances for which a DUCFFT bargaining unit member may request an extension for review may include:

- Extraordinary professional circumstances that significantly impede progress toward promotion;
- Extraordinary personal circumstances (e.g., caregiving responsibilities such as birth, adoption, or foster placement of child, caring for a spouse or domestic partner

or child, or experiencing a health crisis of extended duration) that significantly impedes progress toward promotion;

- Natural disasters or public health emergencies affecting research or teaching activities; or
- Facilities-related disruptions (e.g., laboratory renovation, equipment failure).

Requests for extensions require advance approval and should be submitted as follows:

- Submit a written request to inform their Program Director and/or Department Chair, and Dean. The Dean has the option to provide a recommendation to the VPAA, who will make the final decision;
- Requests should include a reason for why the given circumstance has disrupted the DUCFFT bargaining unit member's ability to successfully complete review within the regularly scheduled timeline; and
- A final decision regarding the extension request should be issued to the DUCFFT bargaining unit member, when possible, no later than the spring semester preceding their initially scheduled review year.

A DUCFFT bargaining unit member who has been granted a leave of absence pursuant to Article 23, *Leaves of Absence*, FMLA, CFRA, PDL, the ADA, or any other legally protected leave may request to apply for promotion one academic year later than scheduled and as previously agreed upon. This provision also applies to faculty who are eligible for a leave of absence pursuant to Article 23, *Leaves of Absence*, FMLA, CFRA, PDL, the ADA, or any other legally protected leave, but who, for whatever reason, choose not to take that leave. Requests for extension covered by such legally protected leave categories shall be granted without review if the requestor meets the criteria for a legally protected leave.

General Provisions

Maximum Duration: DUCFFT bargaining unit members may be granted an extension for review on two (2) separate occasions, for a total of two (2) academic years.

Timing: Extensions are granted in one (1) academic year increments.

Evaluation Standards: Granting a tenure/promotion/Continuing Appointment Clock pause does not alter the criteria or standards for promotion or continued appointment tenure evaluation. DUCFFT bargaining unit members will be evaluated with the exact expectations for quality of work, understanding that the timeline for achieving those expectations has been extended.

Confidentiality: To the extent reasonably possible, all information related to requests for tenure/promotion/Continued Appointment Clock extensions will be handled with appropriate confidentiality.

Non-discrimination: Requesting or receiving a clock extension shall not be a factor in employment decisions or promotion deliberations

3.2 Initial Appointment and Review

Unless a condition described in Section 2.2.3 exists, an Initial Appointment for a newly appointed Continuing Term Faculty is for three (3) years at the rank of Term Assistant Professor.

An Initial Review is carried out in the first year of an initial appointment period for a Continuing Term Faculty or Fixed Term Faculty member on the teaching track. This evaluation includes:

- Student evaluations.
- Summative classroom observation report: This report is provided by the Chair or their designee (if the DUCFFT bargaining unit member serves in more than one (1) program/department, the Chairs will consult to choose one (1) Chair/designee to observe and write the report). Class observations should be scheduled with reasonable advance notice; a minimum of three (3) weeks is recommended. The results should be shared with the Continuing Term Faculty member in written format within ten (10) business days. Another five (5) business days must be allowed for discussion and a possible response before a copy is sent to the Continuing Term Faculty member's personnel file.
- Course materials. These include course syllabi, assignments, exams, or other supporting materials that document the Term Faculty member's teaching effectiveness and approach to teaching.

The Term Faculty member must submit their evaluation materials as a digital portfolio including all materials listed above to their Chair no later than February 15th. A meeting will be held between the Chair and the Term Faculty member to discuss their portfolio and performance no later than February 24, at which time the Term Faculty member will be evaluated as:

- Exceeds expectations;
- Meets expectations; or
- Does not meet expectations

If a Continuing Term Faculty member fails to meet expectations in their Initial Review, they will be subject to a performance improvement plan or offered a terminal contract year, depending on the specific issues to be addressed and at the discretion of the VPAA.

3.3 Continuing Appointment and Mid-term Review

3.3.1 Third Year Midterm Review

Upon successful completion of their Initial, First Year Review and adequate annual reviews based on the FAAR, FAE, and student course evaluations, the Continuing Term Faculty member shall undergo a Midterm Review, as described below. Successful completion of a Midterm Review is requisite for a renewed three (3)-year contract.

If the Continuing Term Faculty member fails to meet expectations in their Midterm Review, they will be subject to a performance improvement plan, non-reappointment, or offered a terminal year contract, depending on the specific issues to be addressed and at the discretion of the VPAA.

3.3.2 Mid-term Review Committee

The Mid-term Review Committee will be a school-level committee appointed by the Dean and consisting of three (3) DUCFFT bargaining unit members. All committee members shall hold a minimum Rank of Associate Professor. At least one (1) member of the committee shall be a Term Faculty Member.

3.3.3 Mid-term Review Process

The Mid-term Portfolio includes:

- Narrative statement. This three to five (3-5) page narrative statement shall cover the period under review and shall include, but not be limited to, the following items:
 - The Continuing Term Faculty member's teaching philosophy;
 - A reflection on the teaching experience at Dominican;
 - Curricular or pedagogical innovations developed;
 - Discussion of professional development related to teaching or other contractually assigned duties; and
 - Other materials relevant to job performance. This narrative statement shall also include a reflection on service and scholarship.

Student evaluations:

- Summative classroom observation reports (two (2) minimum, with one (1) observation conducted in the third year of consecutive appointment). These reports are provided by the Chair or their designee (if the DUCFFT bargaining unit member serves in more than one (1) department, the Chairs will consult to choose one Chair/designee to observe and write the report). Class observations should be scheduled with reasonable advance notice; a minimum of three (3) weeks is recommended. The results should be shared with the Continuing Term Faculty member in written format within ten (10) business days. Another five (5)

business days must be allowed for discussion and the addition of a possible response by the Term Faculty member before a copy is placed in the Continuing Term Faculty member's personnel file.

- Course materials. These include course syllabi, assignments, exams, or other supporting material that document the Continuing Term Faculty member's teaching effectiveness and approach to teaching.
- Initial and Annual Evaluation Reports, including FAARs and FAEs, from the term of hire up to the review year.
- A recommendation from the Chair; or the Dean of the School, if the applicant is the Chair.

The Continuing Term Faculty member must submit their evaluation materials as an electronic portfolio including all materials listed above to their Dean's Office no later than September 15th of the review year. The review must be completed by February 1st of the following calendar year, with the Committee's recommendation due to the Dean by February 8th. The Dean's written recommendation, along with the Committee's recommendation, will be conveyed to the VPAA by February 15th. The VPAA will notify the candidate of the result of the midterm review by March 1st.

Once the Mid-term Review is successfully completed, the candidate will be awarded a three (3)-year appointment. Failure to meet expectations during any Midterm Review may subject the Term DUCFFT bargaining unit member to a performance improvement plan, or a terminal year contract, depending on the specific issues to be addressed. The Term Assistant Professor shall complete a FAAR and FAE during each year of their three (3)-year appointment

3.4 Eligibility for Rank Promotion

In their sixth (6th) year at the rank of Term Assistant Professor, including four (4) years at Dominican, they may apply for promotion to the rank of Term Associate Professor, or complete a continuing appointment review (modeled on the midterm review) to stay at rank as Assistant Professor. Successful completion of a continuing appointment review is requisite for a renewed three-year appointment for Term Assistant Professor.

A Term Associate Professor is eligible to apply for Promotion to Term Professor in their sixth (6th) year, including four (4) years at Dominican, at the Rank of Associate Professor, or complete an additional continuing appointment review to stay at rank as Associate Professor. A Term Associate Professor is recommended, but not required, to undergo a review for continuing appointment at year three (3) at rank. All Term DUCFFT bargaining unit members shall complete the FAAR and FAE on a yearly basis.

After the successful attainment of the rank of Term Professor, a Term Professor does not need to stand for continuing appointment review if their performance continues to be

adequate in teaching and scholarship or service. If the contributions of a Term Professor are deemed insufficient for two (2) consecutive years by the Chair and Dean, the Dean may request that the DUCFFT bargaining unit member undergo a formal review by the Term Promotion Review Committee. The review process and materials will parallel that of the Midterm Review.

Rank Promotion Review Procedures

3.4.1 Term Promotion Review Committee

Rank Promotion Reviews shall be conducted by a University-level committee consisting of three (3) elected DUCFFT bargaining unit members. All committee members shall hold a minimum Rank of Associate Professor. The committee shall be composed of two (2) Term Faculty Members and one (1) Tenured Faculty Member.

The term of service on the committee is two (2) years. At a minimum, one (1) member of the Term Promotion Review Committee shall be replaced each year, and no individual may serve more than four (4) years consecutively.

3.4.2 Eligibility for Rank Promotion

- For Continuing Term teaching DUCFFT bargaining unit members, teaching must be excellent; for term research faculty, scholarship must be excellent.
- Term Assistant Professor. A term Assistant Professor is eligible to apply for promotion to Term Associate Professor in the sixth year of serving at that rank. At least four (4) years of service must be at Dominican.
- Term Associate Professor. A Term Associate Professor is eligible to apply for promotion to Term Professor in their sixth (6th) year, including four (4) years at Dominican, of serving at that rank. If a Term Associate Professor is denied promotion, but their performance is deemed by the committee or the VPAA to demonstrate adequacy in two (2) areas, they will receive a continued three (3)-year appointment, and may apply once more for promotion with a minimum of three (3) years between applications. If a Term Associate Professor is denied promotion a second time, they will remain at the rank of Term Associate Professor and undergo a Continuing Appointment Review every six (6) years.

3.4.3 Guiding Principles and Standards

Candidates for Rank Promotion must demonstrate excellent performance in their primary focus (either teaching or research); and excellent performance in a second area (service, research, or teaching).

The specific expectations and documentation requirements related to each focus area shall be found in the Faculty Handbook, Part A, Sections 7.3-7.5, and Appendix A, as applicable.

The candidate must make a case for promotion, particularly in areas that do not seem to meet the standards of excellence required.

In evaluating individuals for promotion, reviewers recognize the importance of allowing individuals to emphasize different facets of their academic performance.

DUCFFT bargaining unit member participation in and support of curricular/co-curricular activities aligned with strategic initiatives such as the Dominican Experience is valued for promotion. Documentation for review may provide evidence of a DUCFFT bargaining unit member's engagement in one (1) or more components of a strategic initiative, such as the Dominican Experience. For example, DUCFFT bargaining unit members may indicate how they have supported students' community engagement. Evidence may also be provided on how DUCFFT bargaining unit members have incorporated the use of digital portfolios into courses or guided students' curation of digital portfolios. DUCFFT bargaining unit members may include examples of directing or evaluating culminating signature work projects or theses. DUCFFT bargaining unit members may also provide evidence of mentorship or attentiveness to advising practices that support the Dominican Experiences' commitment to Integrative Coaching.

Prior to the final decision, candidates for promotion may withdraw without prejudice from consideration at any level of review, and instead undergo a formal review using the Term Mid-term Review process.

If, at any time during the review process, the accidental omission of required evaluation documents is discovered, the person or unit which should have provided the requisite documentation will be contacted to provide those documents.

All Term Promotion Review Committee deliberations on individual personnel cases should remain confidential.

The Term Promotion Review portfolio will be held in confidence and will be accessible only to the candidate and persons with authorized access in the conduct of official Dominican business.

Recommendations regarding promotion shall be based solely upon the contents of the candidate's Term Promotion and Review portfolio. Should the Term Promotion Review Committee make a recommendation on any basis not directly related to the professional qualifications, work performance, or personal attributes of the candidate, those reasons shall be stated in writing, and entered into the candidate's Term Promotion and Review portfolio and immediately provided to the candidate.

3.4.4 General Documentation Requirements

All materials shall be submitted electronically via a Dominican-approved platform.

To be submitted by the candidate:

- A copy of the summary letter(s) sent to the candidate after their previous Promotion review, if applicable;
- A copy of the summary letter(s) sent to the candidate after their Multi-year Appointment Review(s), if applicable;
- A current curriculum vitae;
- A concise personal commentary (self-study) on two (2) criteria. This should include a frank review of strengths and areas for improvement in teaching effectiveness or research effectiveness for research DUCFFT bargaining unit members. There should also be a commentary on their secondary focus (be it service, scholarship, or teaching, depending on their primary focus). This should be no longer than three to four (3-4) pages; and
- If scholarship is one of the chosen focus areas, a list of publications should be included in the portfolio with either links to the publications, or copies of the publications themselves as part of the portfolio.

To be submitted by others:

- Copies of the faculty workload reports, the Faculty Annual Activities Reports (“FAAR”), the student course evaluations since last review (or since initial employment if first review), and the completed course evaluation summary form are to be submitted by the Dean’s Office to the Teaching Effectiveness section of the Portfolio;
- Administrative evaluations by supervisors. A letter from the DUCFFT bargaining unit member’s Dean with a recommendation regarding rank promotion must be included. A formal letter from the DUCFFT bargaining unit member’s Chair(s) or immediate supervisor may be included at the DUCFFT bargaining unit member’s request; and
- Peer-observation/classroom visitation material. A minimum of two (2) summative peer-observation reports from two (2) DUCFFT bargaining unit members is required. The candidate chooses their own observers. If the candidate wishes, they may supplement these reports with a maximum of three (3) formative or summative peer-observation reports from any semester within three (3) years of the review. Peer Observations are due no later than the end of the open period (September 15) and must be sent directly to the Office of Academic Affairs to be placed in the Teaching Effectiveness section of the Portfolio. Once a DUCFFT bargaining unit member has been elected to the Term Promotion Review Committee, they are not eligible to serve as peer observers; however, peer observations completed prior to the DUCFFT

bargaining unit member's election to the Term Promotion Review Committee are acceptable and may remain as part of the portfolio.

3.4.5 Timelines for Rank Promotion

The Dean's Office shall publicly post a list of candidates being considered for Rank Promotion by April 2nd. The open period shall begin August 15th and end on September 15th. A copy of all information submitted shall be included in the candidate's portfolio and shared with the candidate by September 16th.

The VPAA, the Dean, and the Term Promotion Rank Review Committee will ensure that Term Rank Promotion decisions are made and communicated to candidates in a timely manner and according to the timeline below. The review year is from August 15th to May 15th of the following year. The timeline for the rank promotion process is as listed below. If the listed date falls on a weekend or holiday, the indicated action takes place on the next business day.

- a. On or before **September 30th of the year preceding review year**. The Dean's Office notifies DUCFFT bargaining unit members of their requirement for review.
- b. **April 2nd of spring preceding review year**. The Office of Academic Affairs publicly posts a list of candidates being considered for Rank Promotion. This public listing also announces the open period, August 15th-September 15th.
- c. **August 15th**. The open period when DUCFFT bargaining unit members and students may submit materials into the candidate's portfolio begins. The submitted materials must be accompanied by a cover sheet and submitted to the Office of Academic Affairs.
- d. **August 30th**. The Dean's Office submits copies of the DUCFFT bargaining unit member's workload reports, the Faculty Annual Activities Reports (FAARs), the course evaluations, and the completed course evaluation summary form to the electronic portfolio.
- e. **August 30th**. The candidate submits their portion of the portfolio to the Office of Academic Affairs.
- f. **September 1st**. The Office of Academic Affairs submits a list of all candidates for Term Rank Promotion to the Review Committee Chair by September 1st, or before the first review meeting of the year, whichever comes first.
- g. **September 15th**. This date marks the end of the open period when individuals may submit materials into the candidate's portfolio.

- h. **September 15th**. The Dean submits their letter into the candidate's portfolio. The same date applies for the Chair's letter if the DUCFFT bargaining unit member has requested that the Chair submit a letter. Peer observations are also due to the Office of Academic Affairs on this date, to be included in the candidate's portfolio.
- i. **September 16th**. The Dean's Office notifies the candidate to review the complete portfolio, including all materials submitted during the open period.
- j. **October 1st**. The candidate may submit any written response(s) to materials submitted by others by this date.
- k. **October 2nd**. The Term Promotion Review Committee is given access to the portfolios.
- l. **March 1st**. The committee submits final recommendations to the VPAA. The VPAA will also be granted access to the candidates' electronic portfolios.
- m. **May 15th**. The VPAA notifies the candidate of the final decision regarding Rank Promotion.

3.4.6 Term Promotion and Review Procedures

- At the beginning of the fall semester the Term Promotion Review Committee Chair (elected at the end of the previous year) will convene the committee. A recorder for the committee is also appointed. At this meeting, they will explain in detail the review criteria and procedures, which include the need to maintain strict confidentiality with regard to all Term Promotion and Review discussions; the documents reviewed; and the importance of distinguishing "old information" regarding a candidate, which may have been true during an earlier review period, from current information. This committee will determine the calendar for the year, bearing in mind that its final recommendations must be submitted to the VPAA by the indicated deadlines. The Term Promotion Review Committee will at this meeting also review the appropriate sections of the Faculty Handbook and applicable Collective Bargaining Agreement, to ensure its understanding of review procedures. It is the responsibility of every member of the Term Promotion Review Committee to assure that every procedure is observed.
- After review of the written materials for each individual, the Term Promotion Review Committee can ask for additional information to be presented orally or in writing by the candidate or the Dean. In reviewing teaching materials, original scholarship, and professional performance, the Term Promotion Review Committee may wish to ask for an evaluation of the materials by a competent reviewer who is not a member of the Term Promotion Review Committee. The reviewer may be another member of the DUCFFT bargaining unit.

3.4.7 Confidentiality and Disclosure

- All deliberations of the Term Promotion Review Committee are confidential, and it is the responsibility of each member to ensure that confidentiality is maintained.
- Minutes must be kept by the recorder of the Term Promotion Review Committee. These should be clear in citing of actions taken (without names) in fulfillment of steps for the review process, clear and full reasons given for any supplementary steps added, a clear statement of the votes cast relative to promotion and a clear statement of the reasons for the recommendation which prevails, including a statement of strengths and weaknesses relative to each of the criteria for promotion.
- Minutes should be distributed to each member of the Term Promotion Review Committee prior to the next meeting, in a fashion that preserves their confidentiality, and the minutes of each meeting should be faithfully reviewed for accuracy and completeness at the beginning of each successive meeting and formally amended, if necessary, and approved.

3.4.8 Term Promotion Review Committee Deliberation Rules and Procedures

After reviewing all the evidence, members of the Term Promotion Review Committee will deliberate until the Chair instructs each member to vote “yes” or “no.” A simple majority vote will suffice for Term Promotion Review Committee decisions regarding promotion.

- All members of the Term Promotion Review Committee must cast a vote on decisions of promotion. No abstentions are allowed. If a member must be absent during a vote, they must communicate their vote to the Chair prior to that meeting.
- All Term Promotion Review Committee votes are cast anonymously through an electronic vote. Each member of the Term Promotion Review Committee will vote “yes” or “no.”
- In the deliberation of promotion, the VPAA will review the candidate’s portfolio and use the report of the chair of the Term Promotion Review Committee, in addition to the recommendation of the Dean. This report includes the number of votes pro or con promotion and the Term Promotion Review Committee’s overall recommendation regarding promotion. The report will also indicate the candidate’s strengths and areas for improvement.

3.4.9 Further Actions

- After receiving the written recommendation and report of the Term Promotion Review Committee, the VPAA makes their decision. The VPAA’s decision on promotion is final, and subject only to the grievance procedure, as stated in Article 27, *Grievance and Arbitration*.
- The VPAA will notify candidates for promotion by May 15th. The VPAA will also notify the Dean.

- The letter to the candidate, a formal document granting or denying promotion, will be written by the VPAA, give the reasons for the decision, and, if applicable, state the date of the next review. The recommendation with reasons submitted by the Term Promotion Review Committee will be forwarded to the candidate with this letter. The candidate will also receive a copy of the Dean's letter.

4. Appeals Process

4.1. Guiding Principles

Candidates for Rank Promotion may seek redress in the following ways: through the appeals process or through the Union grievance procedure (Article 27, *Grievance and Arbitration*). Use of one method of redress precludes the use of the other method.

4.2. Appeals Procedure and Policy

Guiding Principles: Questions of procedural error or deviation from this policy regarding qualifications for promotion and/or continued appointment may be appealed. All deliberations and findings at all levels of appeal are confidential.

Procedure and Timeline

- The appellant submits a letter to the Human Resources Director and the VPAA stating the reasons for the appeal. This letter must be received within forty-five (45) days of the appellant's receipt of the notification of the decision which is being appealed through this grievance procedure.
- The Appeals Committee is formed consisting of three (3) DUCFFT bargaining unit members. The appellant chooses a DUCFFT bargaining unit member, the VPAA chooses the second DUCFFT bargaining unit member, and the two (2) chosen DUCFFT bargaining unit members choose the third member of the appeals committee. Within ten (10) business days from receipt of the appeal by the Human Resources Director and the VPAA, the members of the appeals committee must be chosen and have confirmed to Human Resources their willingness to serve. The Human Resources Director notifies the VPAA and the appellant. The full Appeals Committee must meet by September 15th.
- The Appeals Committee conveys its recommendation to the President by November 15th. The President issues the decision to the appellant, the Appeals Committee, the VPAA, and the Human Resources Director by December 15th.
- To accommodate this period of reconsideration, the DUCFFT bargaining unit member's employment may be extended by one (1) year, if needed.

ARTICLE 17 - REVIEW AND PROMOTION OF FACULTY LIBRARIANS

A. General Provisions

Library Faculty (also referred to as “Librarians” under this Article) hold academic appointments and are members of the DUCFFT bargaining unit as set forth in Article 1, *Recognition*. Library Faculty are members of the Faculty Forum and participate in Dominican governance. They are eligible to receive benefits according to general Dominican guidelines. They are eligible for professional development funds that are included within the library budget but are not eligible for full-time teaching faculty sabbatical leave, use of the Credit Bank, or overload.

Library Faculty are entitled to the protections of academic freedom, fair process, and fair compensation as set forth in this Agreement to ensure equity in the awarding of rank and pay across campus.

Library Faculty can hold either a nine (9)-month or a twelve (12)-month contract as determined by the Administrator or Dean assigned to the Library.

Library Faculty with a nine (9)-month contract work during the regular academic year and may participate in Dominican activities outside the regular academic year if they are compensated, as set forth in this Agreement, or consistent with past practice. Library Faculty with a twelve (12)-month contract have additional areas of responsibility that require work outside the academic year.

Library Faculty with a nine (9)-month contract may be eligible to apply for a twelve (12)-month contract if a proposal for an additional area of responsibility that would require work outside the academic year is provided by the Library Faculty member or if requested of the Library Faculty member by the Administrator or Dean assigned to the Library. The Administrator or Dean assigned to the Library and the VPAA can approve the Library Faculty’s proposed change if the proposal is in line with the Library’s strategic plan and mission, and budgetary support is available.

Library Faculty with a twelve (12)-month contract have the opportunity to request a nine (9)-month contract if a proposal is provided by the Library Faculty member to the Administrator or Dean assigned to the Library, eliminating an area of responsibility or maintaining it sufficiently, given available budget and personnel. The Administrator or Dean assigned to the Library and the VPAA can approve the change if the proposal is in line with the Library’s strategic plan and mission.

Library Faculty with a Master’s Degree in Library and/or Information Services accredited by the ALA are considered terminal degrees under this Agreement.

B. Initial Appointment and Rank

Library Faculty are classified into one (1) of three (3) ranks, which represent professional status and career development rather than position description and responsibilities. Initial rank is appointed by the VPAA. The maximum of two (2) years of service credit for work

completed outside of Dominican may be awarded to new hires at the Assistant and Associate Librarian rank.

A Faculty Librarian will be provided an initial appointment of three (3) years at the rank of at least Assistant Librarian. All new hires are subject to a midterm review, the timing of which shall be communicated upon hire depending on the exact nature of their appointment, including any rank or service credits that have been awarded.

1. Assistant Librarian The minimum qualifications for appointment to Assistant Librarian are as follows:
 - a. Master's degree from a library school accredited by the American Library Association. A master's degree in Library and/or Information Sciences is considered a terminal degree.
 - b. Basic knowledge of library principles, practices, and skills.
 - c. Promise of performing professional level library responsibilities in an academic library with potential for professional growth.
 - d. Demonstrated potential to develop excellent classroom teaching skills.
2. Associate Librarian The minimum qualifications for appointment or promotion to Associate Librarian are as follows:
 - a. Master's degree in Library and/or Information Services from a library school accredited by the American Library Association.
 - b. Six (6) years of professional library experience with at least three (3) years of experience in an academic library, including classroom teaching. Demonstrated knowledge and application of library practices in:
 - (i) Two (2) or more areas of academic assignment, e.g., reference, information literacy instruction, assessment, resource management, collection development, archives, and special collections, access services, scholarly communications, cataloging, acquisitions, library computer systems, etc. OR
 - (ii) One (1) or more administrative assignments managing or supervising a library department, unit, or program.
 - c. Demonstrated contributions to professional, Dominican and/or community organizations and activities, or progress toward an advanced academic degree in a subject discipline.

3. Senior Librarian The minimum qualifications for appointment or promotion to Senior Librarian are as follows:
 - a. Master's degree from a library school accredited by the American Library Association.
 - b. Twelve (12) years of experience as a professional librarian, including at least five (5) years holding a position involving considerable responsibility in an academic library.
 - c. Extensive knowledge, considerable experience, and successful application of library practices in:
 - (i) Two (2) or more areas of academic assignment, e.g., reference, information literacy instruction, subject discipline instruction, assessment, resource management, collection development, archives and special collections, access services, scholarly communications, cataloging, acquisitions, library computer systems, etc.
OR
One or more administrative assignments managing or supervising a library department, unit, or program.
 - (ii) Demonstrated contributions to professional, Dominican and/or community organizations and activities.
 - (iii) Impactful research or creative contributions to librarianship or other scholarly disciplines.

C. Evaluation

All Library Faculty are subject to evaluation and review. Specific timeframes for appointment and review are detailed below.

D. Annual Performance Reviews

1. Librarians shall complete an Annual Performance Review of the prior year at the end of each academic year of their appointment no later than September 15th.
2. The Administrator or Dean assigned to the Library will write an evaluative response taking into account the job responsibilities specified in the job description of the librarian. The response should include language indicating whether the librarian exceeds expectations, meets expectations, or does not meet expectations. The Administrator or Dean assigned to the Library should meet with the librarian under review by December 1st to discuss the response and any changes that are necessitated.

E. Midterm Review Process

A Midterm Review normally occurs in the third year of a Library Faculty member's employment at Dominican, but eligibility for review may differ depending on service credit at hire. The portfolio will be submitted as an electronic portfolio including all materials listed below to the Administrator or Dean assigned to the library no later than September 15th of the year of eligibility. The review must be completed by February 1st of the following calendar year and the Administrator or Dean assigned to the Library's written recommendations must be conveyed to the VPAA by February 15th. Notification of the VPAA's decision shall be submitted to the candidate by March 1st.

The review materials shall be submitted via an electronic portfolio and shall include:

1. A written self-evaluation that examines the preceding years and indicates both the Library Faculty's currency in their field and goals in developing, revising, and leading relevant projects or job activities.
2. Additional materials of the Library Faculty member's choosing that may show professional growth. These shall include but not be limited to:
 - a. Summary of professional development outside the library;
 - b. Summary of service to the Library, Dominican, or Expanded Community; and
 - c. Summary of scholarly or creative accomplishments.
3. The Administrator or Dean assigned to the Library will write an evaluative response taking into account the job responsibilities specified in the job description of the Librarian. The response should include language indicating whether the Librarian exceeds expectations, meets expectations, or does not meet expectations.
4. The Administrator or Dean assigned to the Library will review the portfolio and write a recommendation to the VPAA regarding the completed Midterm Review.
5. A signed copy of the recommendation shall be forwarded to the VPAA. Additionally, the VPAA shall be given access to the Library Faculty's electronic portfolio.
6. The VPAA will notify the Library faculty undergoing review for Midterm Review on or by March 1st. The notification will include a letter by the VPAA in addition to copies of the recommendation. A copy of the notification will be sent to the Administrator or Dean assigned to the Library.
7. Upon successful completion of a Midterm Review, a Library Faculty member shall receive a renewed three (3)-year contract.
8. In the event that the Faculty Librarian fails to meet expectations in their Midterm Review, they will be subject to a performance improvement plan, non-reappointment or offered a terminal year contract, depending on the specific issues

to be addressed and at the discretion of the VPAA.

F. Rank Promotion Review Process

1. The minimum number of years served at a rank level at Dominican before becoming eligible to apply for promotion to the next rank level are as follows:
 - a. Assistant Librarian: six (6) years of initial appointment, reduced by service credit awarded at hire (if applicable);
 - b. Promotion review occurs in the sixth (6th) year of service at rank; and
 - c. Associate Librarian: six (6) years with review occurring in the sixth (6th) year of service at rank, reduced by service credit awarded at hire (if applicable).
2. In exceptional circumstances, applications for Rank Promotion Review may be accepted ahead of the above schedule upon recommendation by the Administrator or Dean assigned to the Library. Acceptance of the recommendation shall be at the discretion of the VPAA.
3. Advancement in rank is not automatic upon accumulation of years of experience, but is based on appraisal of the performance of each Library Faculty member. The following specific criteria describe the fundamental factors considered in making recommendations for promotions in rank. These criteria apply to all levels of rank, although expectations of growth and accomplishment increase at each level.

A Library Faculty member's ability to advance in rank is subject to evaluation of these four (4) criteria:

- a. Job performance;
- b. Professional growth and development;
- c. Library, Dominican, or community service; and
- d. Research, academic achievement, or creative activity.

These criteria are not of equal significance, and the degree of importance given to any one of them may vary from one candidate to another based on the professional philosophy and materials provided in the electronic portfolio. (See section on Rank Promotion Criteria for detailed descriptions and example table).

It is the intent of the University and Library to foster the professional development of the individual through external activities, including participation in professional organizations, research and publication, the pursuit of advanced degrees and similar activities, but such activities should not be done at the expense of fulfilling responsibilities to Dominican.

4. Library Faculty wishing to be considered for Rank Promotion Review must submit their evaluation materials as an electronic portfolio. This Portfolio includes:
 - a. Annual Performance Reviews from the preceding years (Criterion 1);
 - b. A summary of and/or materials pertaining to Professional Development activities outside of the Library (Criterion 2);
 - c. A summary of and/or materials pertaining to service to the Library, Dominican, or Expanded Community (Criterion 3);
 - d. A summary of and/or materials pertaining to accomplishments in one or more of the following areas: research, academic achievement, or creative activity (Criterion 4); and
 - e. At least three (3) letters of recommendation from DUCFFT bargaining unit members or other professional academic librarians.

The portfolio will be submitted electronically via a Dominican-approved platform no later than August 30th of the year of eligibility. The Administrator or Dean assigned to the Library will submit their recommendation to the candidate's portfolio by September 15th. The VPAA will be given viewing access to the portfolio on September 16th. The VPAA will notify the Librarian undergoing review of the final decision regarding Rank Promotion by May 15th.

Once a Rank Promotion Review is approved, the candidate will be awarded their new rank starting with their next annual contract.

Should a Librarian be denied for rank promotion, but their performance is deemed by the committee or the VPAA to demonstrate adequacy, they will receive a continued three (3)-year appointment and may apply once more for promotion with a minimum of three (3) years between applications.

G. Rank Promotion Criteria

The criteria established as the measure of the Library Faculty member's contribution to the institution and to the profession are uniquely appropriate to librarianship. The criteria enumerated and discussed below reflect the duties and responsibilities of the professional Librarian and attempt to define meaningful areas in which the Library Faculty member can and should strive for excellence. Not all criteria are equally applicable to each Librarian. In addition, some Librarians have nine (9)-month contracts and others have twelve (12)-month contracts. The expectations of each type of Librarian should be commensurate with the contract length.

The criteria are as follows:

1. Job Performance

A high quality of performance in the area of the Library Faculty member's assigned responsibility is the most important and essential criterion for promotion in rank. The ability to carry out competently and independently the full range of library functions pertaining to the Library Faculty member's particular assignment must be demonstrated.

Primary Assignment Indicators include:

- a. A willingness and ability to take on new or more complex responsibilities within reasonable, professional standards, e.g., assuming a responsibility at the request of one's supervisor or offering to take on a responsibility which would benefit the department and Library.
- b. Meaningful participation in departmental or library-wide decision making, e.g., offering constructive suggestions and criticisms in meetings, showing willingness to assist in implementation of decisions, and active participation in Library committees.
- c. Initiating new projects, procedures or services which contribute to departmental or Library goals, e.g., development of a new procedure which facilitates the processing of materials.
- d. Incorporating assessments into the development of projects and programs and maintaining data relevant to the assessment. The assessment data is meaningful and gathered in alignment with best practices in program review and assessment with the supervision/guidance of the Assessment Director.
- e. Meaningful contribution toward developing and implementing services, programming, or resources that support and promote student success and the University's mission and commitment to equity and inclusion.

2. Professional Development

Excellence in academic librarianship entails ongoing professional growth made evident through an understanding of and commitment to the field of librarianship. Evidence of professional growth can be demonstrated through activities in professional and scholarly associations and participation in a variety of professional workshops and training. Librarians seeking the ranks of Librarian or Senior Librarian must show evidence of continued intellectual growth in the profession that reflect their time and experience of employment at Dominican and working as a professional Librarian. Such contributions might include: leadership positions, consulting work, assignments to special projects or task forces, certifications in specialized areas, etc.

Librarians at all levels are expected to hold memberships in professional and scholarly organizations. Librarians seeking promotion are strongly encouraged to become active participants in those organizations through in-person or virtual committee work, presentations, and service to the organizations. Librarians seeking

the ranks of Associate Librarian and Senior Librarian must demonstrate a record of meaningful professional activities and contributions.

Examples of Professional Development include:

- a. Membership and participation in professional library organizations and learned societies on local, state, regional, national, or international levels, e.g.:
 - (i) Committee assignments;
 - (ii) Offices held in such organizations; and/or
 - (iii) Presentation of papers.
- a. Organization of, or participation in, professional meetings, seminars, institutes, conference programs, workshops, or courses;
- b. Substantive consulting services provided to other libraries or academic institutions and organizations;
- c. Brief written contributions to the profession, e.g., brief book reviews or participation in electronic discussions, such as email lists, blogs, wikis, etc.;
- d. Professional development presentations and classes for the Dominican community. Awards, grants, fellowships, or honors relevant to this criterion.

3. Library, Dominican, or Expanded Community Service

Service in these areas is manifested by the quality and extent of contributions made through service on committees, task forces, and civic organizations, even though such service may be unrelated to the individual's primary area of responsibility.

Examples of service include:

- a. Participation in internal Library committees, task forces, search committees;
- b. Service and/or leadership on Dominican committees and task forces, service in Faculty Forum and other professional committees and working groups;
- c. Service in community agencies and civic organizations;
- d. Professional service on boards or committees of local, state, regional, or national agencies;
- e. Development of major new programs within the Library or Dominican as a

whole, which contribute to departmental, Library, or Dominican goals;

- f. Awards, grants, fellowships, or honors relevant to this criterion; and
- g. Service to the Dominican University of California Faculty Federation of Teachers, e.g., through serving as a union officer or on a union committee.

4. Research, Academic Achievement, or Creative Activity

Excellence in academic librarianship implies the ongoing commitment to academic, intellectual, and creative activity (Scholarly Activities).

Examples of Scholarly Activities include:

- a. Electronic or print publication of books, articles, research papers, exhibit catalogs, book reviews, bibliographies, chapters contributed to published books, articles contributed to compilations; or handbooks in an area of subject/language specialization or which relate to professional matters;
- b. Editorship or acknowledged contributing editorial services for professional or other scholarly journals, series, or compilations; or production and development of websites related to research, academic achievement, or creative activity; or contributions of online content of a substantial nature;
- c. Creation, development, and implementation of courses related to librarianship, practice of teaching, or in one's field of subject/language specialization; and
- d. Artistic or creative activities and works that have been recognized or reviewed to establish their quality or contribution.
- e. Advanced studies such as:
 - (i) Continuing education activities, e.g., participation in a non-degree program through formal courses;
 - (ii) Completion of advanced degrees in an academic discipline;
 - (iii) Completion of an advanced degree in librarianship and/or information science;
 - (iv) Acquisition of other skills, e.g., statistical analysis, or computer systems and applications.
 - (v) Professional lectures or presentations to Library, Dominican, community, or other organizations.

EXHIBIT 1

Library Faculty Annual Performance Review Self-Evaluation / Supervisor Feedback

Note: Please make a copy of the template for your personal use, do not type on this form as it will be viewable by all in the shared folder.

Name:

Title:

Rank:

Academic Year:

Directions: Briefly reflect on or list your performance in the following areas

Please refer to the full list of examples in each area in your Job Description and the Library Faculty section of Article 17, *Review and Promotion of Faculty Librarians*, in the applicable Collective Bargaining Agreement. Job Activities and Annual Goals listed below are the primary areas for review. The other areas are additional.

Please return this form to your Supervisor by September 15th. They will meet with you to discuss the evaluation then write a short evaluative response which includes language indicating whether the Library Faculty member exceeds expectations, meets expectations; or, does not meet expectations. The Supervisor will review both the self-evaluation and the response and sign the completed Annual Performance Review. A copy of the completed Annual Performance Review and response must be shared with the Library Faculty member on or before December 15th.

Job Activities (example: reference, appointments, teaching, other assigned activities listed in the Job Description)

Service to Library, University, or Expanded Community (example:, committee involvement, curriculum development like new courses, programs or pedagogical approaches, contributions to intellectual/cultural life of the University)

Professional Growth and Development (example: professional organization involvement and/or leadership roles, professional meetings or workshops attended, grants or awards applied for/funded)

Scholarly or Creative Accomplishments (example:, research in progress, papers presented, speeches given, presentations, publications, performances, exhibitions)

Previously Agreed Upon Annual Goals and Progress (example:, developing, revising, and leading relevant projects or job activities)

Future Annual Goals (example: developing, revising, and leading relevant projects or job activities)

Supervisor Name:

Supervisor Feedback:

Library Faculty Signature: Date:

Supervisor's Approval: Date:

ARTICLE 18 - COMPENSATION AND HEALTH AND WELFARE BENEFITS

A. Base Salary Increases

The following minimum base salaries were established by the 2023-2025 Collective Bargaining Agreement between the University and DUCFFT and shall continue to be in effect.

- The minimum base salary for an Assistant Professor (Tenure/Tenure Track and Term) and/or an Assistant Librarian is seventy thousand dollars (\$70,000.00) per year.
- The minimum base salary for an Associate Professor (Tenure/Tenure Track and Term) and/or an Associate Librarian shall be set at seventy-five thousand dollars (\$75,000.00) per year.

Beginning on July 1, 2025, and for the life of this agreement only, the base salary for DUCFFT bargaining unit members shall increase as follows:

July 1, 2025: All DUCFFT bargaining unit members shall receive a base salary increase as calculated pursuant to this paragraph. The adjusted base salary shall be raised by a pooled increase of two (2)% (that is, an increase equivalent to 2% of total base salaries split evenly across all bargaining unit members excluding those who are receiving a 7% increase under this paragraph) to take effect for all DUCFFT bargaining unit members upon the first pay period of their 2025-2026 appointment. As an alternative, any DUCFFT bargaining unit member who, as of June 30, 2025, has completed at least three (3) academic years of service as a twelve (12)-month Librarian shall receive a one-time base salary increase of 7% for 2025-2026 in lieu of a pool increase in 2025-2026.

July 1, 2026: 3% pooled increase to take effect for all DUCFFT bargaining unit members upon the first pay period of their 2026-2027 appointment.

July 1, 2027: 3% pooled increase to take effect for all DUCFFT bargaining unit members upon the first pay period of their 2027-2028 appointment.

B. Promotions

The status quo shall be maintained for raises received for promotion. Promotion increases of five thousand dollars (\$5,000) shall not be applied prior to implementation of raises described above.

C. Medical, Vision, and Dental Benefits

For the life of this Agreement only, the Employer shall, at its discretion, continue to offer Kaiser health plans, the HealthNet HDHP, the Guardian DPPO Dental (or any other plans offered at Employer's discretion during open enrollment not identified below) using the following allocations in annual premiums that shall take effect:

	Employer Share	Employee Share
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Employee Only	90% in 2025-2026 plan; 85% thereafter	10% in 2025-2026 plan; 15% thereafter
Employee +1	65% in 2025-2026 plan; 62% thereafter	35% in 2025-2026 plan; 38% thereafter
Employee + 2	60%	40%

For the life of this Agreement only, the Employer shall, at its discretion, continue to offer HealthNet HMO and the Health Net PPO using the following allocations in annual premiums unless the cost of this benefit increases by more than 15% in a single plan year, in which case the Employer may replace HealthNet with a comparable non-Kaiser and non-HDHP plan or adjust the allocation between the employer share and the employee share to match the dollar amount spent by the employer on Kaiser pursuant to the allocations above:

	Employer Share	Employee Share
Employee Only	86.6%	13.4%
Employee +1	61.9%	38.1%
Employee + 2	60%	40%

For the life of this Agreement only, the Employer shall continue to offer HealthNet PPO (OOS) at the Employer's discretion) using the following allocations unless the cost of this benefit increases by more than 15% in a single plan year, in which case the Employer may replace HealthNet with a comparable non-Kaiser and non-HDHP plan or adjust the allocation between the employer share and the employee share to match the dollar amount spent by the employer on Kaiser pursuant to the allocations above:

	Employer Share	Employee Share
Employee Only	80%	20%
Employee +1	38%	62%
Employee + 2	38%	62%

For the life of this Agreement only, the Employer shall continue to offer Guardian Vision Without Medical using the following allocations:

	Employer Share	Employee Share
Employee Only	0%	100%

Employee +1	0%	100%
Employee + 2	0%	100%

The parties agree to a limited reopener if any of the following occur:

- An existing contractual benefit is made illegal or would result in the imposition of additional taxes or penalties;
- A carrier ceases offering a benefit in its current form;
- The cost of one or more benefit plans increases by more than 20% in a single plan year; or
- A new medical, dental or vision benefit becomes mandated by applicable law during the term of the Agreement.

All Other Fringe Benefits

403(b) Retirement, Flexible Spending Account, life insurance and long-term disability insurance benefits shall remain unchanged from the status quo for the life of the Agreement; except that the Employer may impose a vesting period of one (1) year for new hires in the 403(b) plan. In addition, Employer may modify its employer share of the contributions to the 403(b) Retirement Plan in the event of a declaration of financial exigency. In the event that the Employer modifies contributions to the 403(b) Retirement Plan of bargaining unit members, retirement plan contributions will be adjusted for upper-level administration employees (i.e., Deans, VPs, President) in the same manner.

E. Special Compensation

All other compensation under this Agreement shall be paid as follows:

1. Overload units

The parties shall maintain the status quo for payment of overload units for the term of this Agreement.

2. Release units

The status quo shall be maintained for release units for research, chairing, program directors, and those in similar roles for all DUCFFT bargaining unit members. Per the status quo, the Chair of Faculty Forum will receive eight (8) units of reassigned time for the academic year in which they serve OR a stipend equivalent to eight (8) units of reassigned time paid out at the rate agreed to for Tier 1 Adjunct Faculty as based on the most current contract with SEIU Local 1021.

The union president and vice president shall each have the option to receive either one (1) of the following two (2) benefits for each of the academic years in which they serve:

1. Six (6) units of reassigned time; OR
2. A stipend equivalent to six (6) units of reassigned time paid out at the rate agreed to for Tier 1 Adjunct Faculty as based on the most current contract with SEIU Local 1021.

The union president and vice president shall choose one of the above two options by sending an email to the VPAA at the time that their union duties commence.

F. Summer Work

Beginning on the Monday after commencement in 2025, nine (9)-month, DUCFFT bargaining unit members shall receive fifty dollars (\$50) per hour for bargaining unit work outside of normal contract dates, with a two (2)-hour minimum if in-person. Summer rate shall not be used for the calculation of stipend pay or other hourly rates, which shall remain at status quo. Any DUCFFT bargaining unit member who currently earns above fifty dollars (\$50) per hour for summer work shall not have their rate affected by this provision.

G. Individual Salary Increases

If a DUCFFT bargaining unit member receives an offer of employment at another organization, DUCFFT reserves the right to bargain for a salary increase for that bargaining unit member that is in line with the compensation offer from the other organization, provided that the Administration is amenable to bargaining such an increase.

ARTICLE 19 - INSUFFICIENT CREDIT HOURS

A. Credit Bank For DUCFFT Bargaining Unit Members

DUCFFT bargaining unit members on 9-month contracts are required to complete a minimum of 24 units of service for each contract year. The required units of service can be completed with a combination of teaching, advising, scholarship, and administrative functions. There are times when unforeseen events, such as higher enrollments necessitating an additional section or a late class cancellation, may result in a faculty member having more or less than the requisite unit standard load.

In order to deal with the eventualities of overload or underload, Dominican provides a credit bank for 9-month DUCFFT bargaining unit members. DUCFFT bargaining unit members who are on a 12-month contract are exempt employees not eligible to participate in the credit bank.

The credit bank is a deposit/withdrawal account to help Dominican balance a 24-unit workload of full-time 9-month DUCFFT bargaining unit members. Since regulation of workload is an important aspect of faculty welfare, the Chair and Dean must approve overload units in advance. Overload units that qualify for the credit bank are as follows: (1) an additional course beyond the DUCFFT bargaining unit member's normal teaching load, (2) independent studies, and (3) special projects approved by the Dean or VPAA. Independent studies are only rarely approved, since Dominican policy is to advise students to take regularly scheduled classes. A DUCFFT bargaining unit member must fill out the Request to Teach/Use Overload Credit Bank Units Form and receive all required approvals prior to committing to teaching a course for overload units.

B. Deposit to Credit Bank

Deposits to the credit bank in the form of units can be made when a DUCFFT bargaining unit member has received approval to exceed the annual 24-unit workload and has completed the work involved. Credit is entered for overload work after the Workload Form is filed by the DUCFFT bargaining unit member with records of overload teaching, independent studies, and/or special projects. Student work must be graded before a DUCFFT bargaining unit member can receive credit for overload units. If a student receives an incomplete or an in-progress grade, the DUCFFT bargaining unit member records the overload only for the semester in which the grade is submitted. If, for example, a student takes an independent study in the fall, receives an incomplete, and finishes it in the spring, the DUCFFT bargaining unit member records the independent study in the spring semester only. The self-report form must be approved by the Dean and must show that a grade has been recorded with the Registrar.

For each ten (10) units of student credit taken in independent studies, the DUCFFT bargaining unit member receives one (1) unit. Each student unit is equivalent to one-tenth of a unit (0.1) for faculty workload. (For example, a DUCFFT bargaining unit member supervising a student enrolled in a 3-unit independent study course would receive three-tenths (0.3) of a unit for that supervision.)

Units for special projects are negotiated with the Dean or VPAA prior to work being started, along with a definite timeline for completion. A DUCFFT bargaining unit member may bank a maximum of six (6) units total. When the overload deposit exceeds the six-unit limit, the DUCFFT bargaining unit member must either reduce the units by teaching a smaller number of courses by using the banked units as release time, or be paid at the overload rate the amount to reduce the units to six (6). Release time must be arranged in advance through the department Chair and the Dean through use of the Request to Teach/Use Overload Credit Bank Units form. No DUCFFT bargaining unit member is allowed to accumulate a balance for the year of more than six (6) units in the credit bank; automatic payout will be made unless a release time plan is in effect. The payout for banked units will be calculated on the basis of the unit rate in effect for the DUCFFT bargaining unit member at the time of the incurred overload.

C. Withdrawal From The Credit Bank And Insufficient Credit Hours

If a DUCFFT bargaining unit member does not fulfill the obligation of a 24-unit workload, the Dean's Office will inform the DUCFFT bargaining unit member and withdraw units from the individual's credit bank account. If there are insufficient units in the bank, the DUCFFT bargaining unit member will have an option to agree to make up 1) the units over the summer; or 2) during the next three (3) academic years (where practicable); 3) be assigned administrative duties in lieu of the missing credit hours (one credit hour is equivalent to no more than 40 hours of administrative work) with Dean and VPAA approval; or, 4) the VPAA may waive the missing units. The latter action may be taken only once over the course of a ten-year period. If the insufficiency of teaching units (defined as a minimum of three (3) units per year) remains a consistent issue for a DUCFFT bargaining unit member over the course of three (3) years, the DUCFFT bargaining unit member, Dean, and VPAA (or designee) will consult no later than the end of the third year to resolve the workload issue.

D. Credit Bank And Summer School

DUCFFT bargaining unit members on a 9-month contract who teach for a 12-month program, i.e., a program designed such that students must attend fall, spring, and summer session in order to complete the major, may be assigned summer courses as part of their regular workload.

DUCFFT bargaining unit members on a 9-month contract who teach for a program designed for fall and spring may not be assigned summer units as part of their annual workload except in the case of insufficient workload units as described above. These units may not be accrued in the credit bank.

E. The parties agree that the Administration will provide the Union with Credit Bank reports for the schools by September 1st of each year for the preceding academic year.

ARTICLE 20 – EMERITUS/EMERITA STATUS

Dominican recognizes the titles of Professor Emeritus/Emerita, and Librarian Emeritus/Emerita. The emeritus/emerita titles are conferred upon individuals who have attained the rank of full professor or senior librarian at the time of retirement, have a considerable length of service as full-time members of the Dominican community, achieved a record of meritorious service, and made significant contributions to Dominican. Individuals who have been granted emeritus/emerita status may be reappointed for service after official retirement and will be considered an internal candidate while applying to Dominican positions open only to internal candidates.

The VPAA will recommend emeritus/emerita status to the President.

A person granted emeritus/emerita status would, in addition to the benefits and privileges of all retired DUCFFT bargaining unit and staff members:

- Be listed separately in the online Dominican directory for a period of five (5) years from the date of retirement unless an extension is otherwise requested by the faculty emeriti
- Be invited to Dominican functions in the area of their interests
- Be granted the use of services and facilities including the library, dining room, recreation center, parking, and Dominican email and database access in accordance with Dominican rules
- Be considered an internal candidate while applying to Dominican positions only open to internal candidates
- Be given a \$200 annual stipend for Professional Development for a period of five (5) years from the date of retirement

ARTICLE 21 - PHASED RETIREMENT

All DUCFFT bargaining unit members, including twelve (12)-month faculty and librarian faculty, who are approaching retirement and have at least ten (10) years of full-time employment at the University may apply for a reduced workload. Ordinarily, such an arrangement may continue for no more than three (3) years before complete retirement, and once granted may not revert to a full-time appointment.

Tenure-eligible DUCFFT bargaining unit members on phased retirement are not reviewed by the PREC, are not required to meet scholarship expectations, and are not eligible for research release units.

DUCFFT bargaining unit members in phased retirement are expected to participate fully in the life of their department and the University. They remain voting members of the Faculty Forum and are eligible for election and/or appointment to committees if the committee appointment may be completed prior to the scheduled retirement date. They are expected to attend University events required of other DUCFFT bargaining unit members, such as attending faculty meetings, Commencement, and meetings of committees to which they have been elected or appointed. Access to campus telephones, mail services, computers, and other support services will continue, but offices may be reallocated and may have to be shared.

Those DUCFFT bargaining unit members with a reduced load may have their salary reduced proportionately according to the following schedule:

Proportion of workload to salary percentage:

- Teach eighteen (18) units and corresponding service obligations; 90% of salary
- Teach twelve (12) units and corresponding service obligations; 65% of salary

Given the variable units available, phased retirement contracts may allocate the above units over the duration of the phased retirement appointment.

Benefits that are based upon salary (i.e., University contributions to TIAA/CREF and disability insurance benefits) will be based on the reduced salary, in accordance with plan requirements. Benefits that are not directly based upon salary will continue at the full level as for other DUCFFT bargaining unit members (even if a DUCFFT bargaining member teaches 12 units). These include the University's regular contributions to the Flexible Spending Plan that support medical, vision, and dental insurance, and/or reimbursable medical items and dependent care; tuition waivers for themselves and their family members; group life and accidental death and dismemberment insurance; participation in the Supplemental Retirement Annuities Plan; and use of campus recreational facilities for themselves and their family members/guests.

DUCFFT bargaining unit members on phased retirement will not be asked to teach additional units on a regular basis and their unit load should never exceed twenty-four (24) units/year. Their teaching load is based on a twenty-four (24)-unit load. Advising and service expectations will be proportional to workload. Service should be negotiated with the Chair, the Dean, and the VPAA.

DUCFFT bargaining unit members on phased retirement shall not be eligible for the following:

- Credit Bank Leaves
- Sabbatical Leaves

DUCFFT bargaining unit members on phased retirement shall be eligible for the following:

- Presentation/Conference Grants

DUCFFT bargaining unit members wishing to take advantage of the phased retirement program are required to submit a written request to the VPAA and the Dean of their respective school. For those DUCFFT bargaining unit members requesting a reduced load in the fall semester, requests are due by December 15th of the prior academic year; those requesting to begin in the spring semester must apply by March 1st of the prior academic year.

ARTICLE 22 - TUITION REMISSION

- A. All DUCFFT bargaining unit members are eligible to participate in the following Tuition Remission Programs offered by Dominican consistent with the terms laid out in the November 2014 Tuition Benefits Policy. This policy shall not be changed without consultation with the Union.
 - 1. Tuition Waiver: includes the employee, spouse/domestic partner, and dependents
 - 2. Tuition Exchange Program: includes the DUCFFT bargaining unit member, spouse/domestic partner, and dependents
- B. The University shall annually disclose the list of eligible programs.
- C. If an academic program is discontinued or a course is not offered after DUCFFT bargaining unit member or their spouse/domestic partner, and dependents are enrolled, then tuition remission program will no longer be applicable.

ARTICLE 23 - ABSENCES AND LEAVES

A. Short-Term Leave

If a DUCFFT bargaining unit member anticipates and/or discovers that their circumstances require an absence for three (3) weeks or longer, the department Chair or the Dean shall arrange for a substitute teacher. For faculty librarians, the supervisor will arrange for a substitute.

B. Medical, Family, And Other Leaves

1. Sick Leave For Nine-Month Faculty

A full-time 9-month DUCFFT bargaining unit member is eligible for California Sick Leave provided they work at least thirty (30) days within twelve (12) months of their hire date. Dominican will grant 24 hours of paid sick leave to DUCFFT bargaining unit members covered by this California Sick Leave policy upon hire, and on January 1 each year thereafter. Eligible DUCFFT bargaining unit members may not use California Sick Leave until ninety (90) days after hire. Unused California Sick Leave will carry over from calendar year to calendar year but will be capped at 48 hours.

2. Sick Leave Accrual For Twelve-Month Faculty

Full-time 12-month DUCFFT bargaining unit members are eligible to receive sick leave accrual. Eligible DUCFFT bargaining unit members receive three (3) hours per pay period to a maximum of 320 hours (40 working days).

Sick Leave Hours Earned Per Pay Period	Sick Leave Days Earned on an Annual Basis	Maximum Sick Leave Accrual
3.00 hours	9 days	40 days

Eligible DUCFFT bargaining unit members scheduled to work less than 40 hours accrue sick leave on a pro-rata basis. Sick leave may be accrued up to a maximum of 40 days of sick leave, at which time accruals cease. If sick leave is needed that has not been accrued, accrued vacation may be used.

3. Use Of Sick Leave

Sick leave may be used for absences when the DUCFFT bargaining unit member or the DUCFFT bargaining unit member's family member is ill or injured, and for medical appointments for diagnosis, treatment, and/or preventive care; "family member" includes the DUCFFT bargaining unit member's child, (including biological, adopted, or foster child, step-child, legal ward, or a child to whom the

DUCFFT bargaining unit member stands in loco parentis, regardless of age or dependency status), a biological, adoptive, or foster parent, step-parent, or legal guardian of a DUCFFT bargaining unit member or the DUCFFT bargaining unit member's spouse or registered domestic partner, parent-in-law, or a person who stood in loco parentis when the DUCFFT bargaining unit member was a minor child, spouse, registered domestic partner, grandparent, grandchild or sibling.

Sick leave is also available for DUCFFT bargaining unit members who are absent from work because they are, or a family member is, the victim of domestic violence, sexual assault, or stalking. Sick leave will be paid at the employee's base rate of pay. Sick leave is not payable at the end of employment.

DUCFFT bargaining unit members who are medically unable to work for eight (8) or more consecutive calendar days must report the absence to their Department Chair or Dean and the Human Resources Office and may be eligible to receive State Disability benefits.

4. California State Disability Insurance Benefits

DUCFFT bargaining unit members requiring a leave of absence for a medical disability must notify their Department Chair or Dean and the Human Resources office. DUCFFT bargaining unit members on medical disability leave may be eligible for California State Disability Insurance ("SDI") benefits. DUCFFT bargaining unit members must apply directly to the state for these benefits. SDI does not provide additional leave, job protection, or reinstatement rights beyond those provided by Dominican's policies or by applicable state or federal law. Dominican's Leave of Absence policies are contained in the Leave of Absence section.

5. Workers' Compensation Insurance

Dominican provides a comprehensive workers' compensation insurance program to all DUCFFT bargaining unit members. This program covers injuries and illnesses sustained in the course of employment and that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or immediately in the event of hospitalization. Any DUCFFT bargaining unit member who sustains a work-related injury or illness should immediately inform their supervisor and the Human Resources Office. No matter how minor an on-the-job injury may appear, it should be reported immediately. This will enable eligible DUCFFT bargaining unit members to qualify for coverage as quickly as possible.

6. Paid Family Leave Benefits During Certain Leaves Of Absence

Pursuant to California law, Paid Family Leave ("PFL") provides benefits to DUCFFT bargaining unit members who need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. PFL also provides Military Assist benefits to those

who need time off work because of the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country. Benefits are also available to parenting DUCFFT bargaining unit members who need time to bond with a new child entering their life either by birth, adoption, or foster care placement.

The state's PFL program provides partial wage replacement benefits during an absence for these purposes. The PFL program does not provide additional leave, job protection, or reinstatement rights beyond those provided by Dominican's policies or by applicable state or federal law. DUCFFT bargaining unit members must apply directly to the state for PFL benefits. DUCFFT bargaining unit members must apply separately for a leave of absence under Dominican's Leave of Absence policies.

The program is administered by the State, not by Dominican.

7. Personal Need

An unpaid leave for urgent and compelling personal reasons may be granted to a DUCFFT bargaining unit member who has at least one (1) year of service. Such a leave is normally limited to a duration of four (4) months. The request must be approved by the immediate Dean and Vice President for Academic Affairs. If there is available paid leave through any other policy or program, the DUCFFT bargaining unit member should discuss these options with Human Resources before seeking personal leave.

After three (3) or more years of service, a DUCFFT bargaining unit member may apply for an unpaid one-semester or one-year personal leave of absence. Such an application must be made at least one (1) semester in advance and must be approved by the department Chair, Dean, and the VPAA.

C. Medical Leave

Medical leave is available to DUCFFT bargaining unit members who are unable to work due to a serious health condition, as certified by their health care provider. Generally, this type of leave is available only for medical conditions that result in a period of prolonged incapacity (more than three (3) days) but is also available for chronic health conditions for which the DUCFFT bargaining unit member is being medically supervised.

All DUCFFT bargaining unit members are eligible for this type of leave subject to the eligibility factors below, but reinstatement rights vary depending on whether a DUCFFT bargaining unit member is FMLA Eligible and the reason for leave. The maximum amount of leave under this policy is generally twelve (12) weeks in a 12-month period, offset by any family, military exigency, or military caregiver leave the DUCFFT bargaining unit member has taken during that period. The 12-month period is a rolling period, measured backward from the date the DUCFFT bargaining unit member takes leave. The leave may be taken intermittently or on a reduced work schedule, based on the health care provider's

recommendation. Where required by law, additional leave beyond the 12-week period is available.

1. Leaves Of Absence (FMLA And CFRA)

Dominican provides several types of leaves of absence to meet the individual needs of DUCFFT bargaining unit members and their families, and as required by various state and federal laws. Eligibility, benefits, length of leave, and job protection vary, depending on the reason for leave and the length of time the DUCFFT bargaining unit member has worked for Dominican. Family Leave is available under the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”).

a. **FMLA Eligibility**

An “FMLA Eligible” DUCFFT bargaining unit member, means a DUCFFT bargaining unit member who (1) has been employed by Dominican for at least one year; (2) has actually worked at least 1,250 hours in the previous 12-month period (inclusive of time the DUCFFT bargaining unit member has spent in military service during that period); and (3) works in a location within 75 miles of at least 50 Dominican employees.

b. **CFRA Eligibility**

A “CFRA Eligible” DUCFFT bargaining unit member means a DUCFFT bargaining unit member who (1) has been employed by Dominican for at least one year; (2) has worked, 1,250 hours during the 12 months preceding leave (these hours can be non-consecutive). DUCFFT bargaining unit members who do not meet these specific requirements may still be eligible for some types of medical leave depending on the reason and length of leave.

c. **Measurement of Leave**

To measure the maximum amount of FMLA or CFRA leave available to a DUCFFT bargaining unit member, Dominican uses a rolling 12-month period, measured backward from the date the DUCFFT bargaining unit member takes leave. Leave taken by a DUCFFT bargaining unit member employee under CFRA typically runs concurrently with FMLA leave except where leave is taken under the FMLA for a disability due to pregnancy, childbirth, or related medical conditions. Leave taken for pregnancy disability does not count toward the 12-week family care leave entitlement. CFRA leave to care for the newborn begins for a new parent when they are no longer disabled and their pregnancy disability leave ends.

Leave to care for an ill family member may be taken intermittently depending on the opinion of the family member’s health care provider.

d. Reasons for FMLA and CFRA Leave

Both FMLA and CFRA allow DUCFFT bargaining unit members to take unpaid leave to care for a family member with a serious health condition. In addition, both FMLA and CFRA allow DUCFFT bargaining unit members to take unpaid leave in order to care for a newborn, newly adopted child, or newly placed foster child. Paid Family Leave or SDI from the state or accrued sick leave may be used for income replacement during the leave.

Note that CFRA defines “family member” more broadly than the FMLA defines it, and therefore CFRA offers leave where FMLA may not.

DUCFFT Bargaining Unit members wishing to discuss leave options should contact their Department Chair or Dean and the Human Resources office.

Leave to care for a newborn, newly adopted, or newly placed foster child must be taken within twelve (12) months of the birth, adoption, or placement. When leave is taken for this reason, it must generally be taken in periods of at least two (2) weeks.

d. Requesting FMLA and CFRA Leave

Requests for leave of less than two (2) weeks must be approved by the supervisor and will be based on the needs of the department. Where both spouses work for Dominican, they each are entitled to 12 weeks of unpaid leave to care for a new child.

2. Pregnancy Disability Leave, Accommodations And Transfers

Any DUCFFT bargaining unit member who is disabled by pregnancy, childbirth or a related medical condition may take an unpaid pregnancy disability leave. Conditions for which leave is available include prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Pregnancy disability leave is available for the actual period of disability as certified by the DUCFFT bargaining unit member’s health care provider, up to a maximum of four (4) months per pregnancy. If the DUCFFT bargaining unit member is FMLA-eligible, pregnancy disability leave will be counted against the DUCFFT bargaining unit member’s 12-week entitlement to family care or medical leave, above. Pregnancy Disability Leave will not count against leave entitlement under CFRA.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule, depending on the nature of the DUCFFT bargaining unit member’s pregnancy disability and the recommendation of their health care provider.

In addition, a DUCFFT bargaining unit member affected by pregnancy or a related medical condition is eligible for reasonable accommodation, including transfer to an available position or duties that are less strenuous or hazardous. The DUCFFT

bargaining unit member must provide Dominican with a certification from their health care provider stating the nature of the accommodation or transfer requested, that the accommodation or transfer is medically advisable, and the period during which the accommodation/transfer is needed.

3. Military Exigency Leave

FMLA-eligible DUCFFT bargaining unit members may take a Military Exigency Leave to deal with a qualifying exigency related to or affected by the active military duty or call to active military duty in the Armed Forces, National Guard, or military reserves of the DUCFFT bargaining unit member's spouse, domestic partner, child, or parent. Qualifying exigencies include:

- a. the deployment on short notice of the family member;
- b. military events and related activities;
- c. childcare and school activities;
- d. financial and legal arrangements;
- e. counseling;
- f. rest and recuperation;
- g. other post-deployment activities; and
- h. miscellaneous activities agreed to by the VPAA (or designee) and the DUCFFT bargaining unit member in terms of timing and duration of leave.

The maximum period of leave is up to twelve (12) weeks in a 12-month period, offset by any family care, military caregiver, or medical leave taken in that period. In addition, all eligible DUCFFT bargaining unit members (including those who are not FMLA-eligible) are also entitled to "Military Caregiver Leave," which is described below.

4. Military Caregiver Leave

FMLA-eligible DUCFFT bargaining unit members may take a Military Caregiver Leave to care for a spouse, domestic partner, child, parent, or next of kin who is a member or former member of the Armed Forces and who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or on the temporary disability retired list, for a serious illness or injury that was incurred in the line of duty while on active duty and incurred within five (5) years prior to the treatment, recuperation, or therapy, or that was aggravated by service in the line of duty while on active duty. The maximum period of leave is up to 26 weeks of leave in a 12-month period. Military Caregiver Leave is generally a one-time entitlement, and

has a special 12-month leave period that begins on the first day the DUCFFT bargaining unit member takes Military Caregiver Leave. Additional Military Caregiver Leave is available, however, if the military family member sustains a later injury or illness or for the injury or illness of a different military family member. When both spouses work for Dominican, they are limited to a combined total of 26 weeks for Military Caregiver Leave.

D. Other Military Leaves

1. Military Leave

DUCFFT bargaining unit members who are absent from work for duty in the uniformed services will be granted an unpaid military leave and reinstatement rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and state law. Dominican will continue to pay the employer portion of the group health benefits during leaves of up to 30 calendar days, and thereafter the DUCFFT bargaining unit member may continue health coverage at the DUCFFT bargaining unit member’s expense for up to 24 months under the provisions of USERRA, at the full cost of the premiums. The maximum cumulative period of military leave during a DUCFFT bargaining unit member’s employment with Dominican is five (5) years, subject to certain exemptions. DUCFFT bargaining unit members who have annual military obligations are required to schedule their leave with their supervising Dean and the Human Resources Office as far in advance as possible.

Eligibility for employment reinstatement following a period of service in the uniformed services is in accordance with USERRA. Upon reinstatement, a DUCFFT bargaining unit member’s compensation, benefits, retirement eligibility, and length of service will be calculated as if they had been continuously employed during the service leave period.

2. Leave For Military Spouses And Domestic Partners

Eligible DUCFFT bargaining unit members may take up to ten (10) days of unpaid leave during the period the DUCFFT bargaining unit member’s spouse or registered domestic partner is home on leave from deployment during a period of military conflict. Eligibility requirements for this type of leave are:

- The DUCFFT bargaining unit member must be regularly scheduled for work at least 20 hours per week;
- The DUCFFT bargaining unit member’s spouse or registered domestic partner must (a) be a member of the U.S. Armed Forces, National Guard, or military reserves who has been deployed during a period of military conflict (as defined in California Military Code section 395.10, and (b) if a member of the U.S. Armed Forces, must have been deployed to an area designated as a combat theater or combat zone by the President of the United States.

A DUCFFT bargaining unit member wishing to take this kind of leave must give Dominican advance notice of the leave, within two (2) business days of receiving notice that the spouse or domestic partner will be on leave from military deployment. The DUCFFT bargaining unit member must also submit written documentation of the dates that the spouse or domestic partner will be on leave from military deployment.

E. Other Types Of Leave

1. Organ And Bone Marrow Donor Leave

DUCFFT bargaining unit members who have been employed by Dominican for at least 90 days may take paid leave for up to 30 business days for the purpose of organ donation and up to five business days for bone marrow donation during a one-year period. To do so, the DUCFFT bargaining unit member must provide written verification to Dominican that they are an organ or bone marrow donor and that there is a medical necessity for the organ or bone marrow donation. DUCFFT bargaining unit members taking this type of leave are required to use their paid vacation and sick leave benefits.

Leave taken under this policy does not run concurrently with leave under the FMLA or CFRA, but rather is in addition to it. The leave will not be considered a break in continuous service for purposes of the DUCFFT bargaining unit member's rights to salary adjustments, accrued time off, or seniority.

2. Leave For Serious Crimes

a. Leave and Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault and Stalking

DUCFFT bargaining unit members who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave for these purposes: attending court hearings, seeking medical, legal, or psychological assistance, or for otherwise protecting their own or their child's health, safety, or welfare. Accrued time off, sick leave or personal leave may be used for such absences. The maximum length of unpaid leave a DUCFFT bargaining unit member may take under this policy is limited to twelve (12) weeks, offset by any Family and Medical Leave taken in the same 12-month period.

DUCFFT bargaining unit members who seek to take time off must give Dominican reasonable notice. However, if an unscheduled emergency or court appearance is required for the health, safety, or welfare of the victim or their child, the DUCFFT bargaining unit member need not provide advance notice, but in this situation Dominican requires DUCFFT bargaining unit members to provide evidence from the court or the prosecuting attorney that they have appeared in court. Dominican will, to

the extent allowed by law, maintain the confidentiality of a DUCFFT bargaining unit member requesting leave under this provision.

Dominican also provides reasonable accommodations to victims of domestic violence, sexual assault, or stalking, provided the accommodation does not pose an undue hardship or pose a safety risk. Accommodations may include implementation of safety measures or procedures in the workplace or adjustments to job duties or the work facility in response to domestic violence, sexual assault, or stalking. Any DUCFFT bargaining unit member wishing to request such an accommodation should speak with the Human Resources Office. Please see Dominican's Violence-Free Workplace Policy for more information.

b. Leave for Victims of Serious Crimes

A DUCFFT bargaining unit member who is the victim of a serious crime, or whose immediate family member (including registered domestic partner) is the victim of a serious crime, may take time off to attend judicial proceedings relating to the crime or any proceeding in which the victim's rights are at issue. Advance notice is required unless this is not feasible. Dominican also requires documentation concerning the judicial proceedings. The time off is unpaid, but DUCFFT bargaining unit members may elect to use their accrued time-off for such absences. Dominican will, to the extent allowed by law, maintain the confidentiality of a DUCFFT bargaining unit member requesting leave under this provision.

3. Time Off For School And Childcare Purposes

Any eligible DUCFFT bargaining member who is the parent or guardian of a child may take time off without pay to appear at the child's school for the child's school based activities, such as a parent teacher conference or attend an assembly.

Any DUCFFT bargaining unit member who is a parent, guardian, or grandparent having custody of any child in kindergarten or grades 1-12, or of the age to attend a licensed childcare provider, may take forty (40) hours of unpaid leave time per calendar year for these purposes:

- (i) to find, enroll, or re-enroll their child in a school or licensed child care provider;
- (ii) to participate in activities of the school or licensed child care provider of any child; and
- (iii) to address a child care provider or school emergency.

The DUCFFT bargaining unit member must give Dominican reasonable written notice prior to taking the time off. DUCFFT bargaining unit members taking time off for the foregoing purposes may use any accrued vacation time, and after

exhaustion of vacation, time off will be unpaid. The DUCFFT bargaining unit member must also provide written documentation from the child's school or licensed childcare provider to substantiate the DUCFFT bargaining unit member's participation in child-related activities covered by this policy.

F. Administration Of Leave

1. How To Request Leave

A request for a leave of absence must be submitted to the Department Chair or Dean and the Human Resources Office. Requests must be approved by the DUCFFT bargaining unit member's manager, and as necessary, a Vice President. DUCFFT bargaining unit members must provide Dominican with at least 30 days' advance notice before the leave is to begin. If the need for leave is not foreseeable, and 30 days' notice is not possible, notice must be given on the same day that the DUCFFT bargaining unit member learns of the need for leave or the next business day, unless circumstances make this impracticable. Leave requests should be made in writing and must set forth the reasons for the requested leave, the anticipated start date of the leave, and the anticipated duration of the leave.

DUCFFT bargaining unit members who request a leave because of their own or a family member's health condition (including pregnancy and military caregiver leave) must submit written medical certification from a health care provider to support the leave request. If a DUCFFT bargaining unit member fails to provide the required medical certification within fifteen (15) days of requesting leave, Dominican may deny or delay the leave.

Subject to the approval of the health care provider, DUCFFT bargaining unit members are expected to coordinate with their Dean (or designee) prior to the scheduling of medical treatment for themselves or a family member in order to work out a schedule that best suits the needs of both the DUCFFT bargaining unit member and Dominican.

Leave extension requests should be made two (2) weeks before the end of the scheduled leave, if possible. Where the leave extension is for the DUCFFT bargaining unit member or a family member's serious health condition, the request must include medical certification of the need for continued leave. Failure to comply with these notice requirements may result in denial or deferral of the requested leave.

2. Compensation And Benefits During Leave

Generally, leaves under this policy are unpaid. DUCFFT bargaining unit members may choose to use accrued vacation or sick leave during the absence, and in some circumstances must use accrued paid leave as follows:

- Vacation must be used during medical, military caregiver, military exigency, and family care leave.

- However, use of vacation and/or sick leave is optional, not required, during periods the DUCFFT bargaining unit member is receiving any kind of income replacement benefits, such as workers' compensation, state disability, or paid family leave benefits, and use of vacation is optional at any time during a pregnancy disability leave.

Using paid leave will not extend the maximum amount of leave available. When paid leave is exhausted, the remaining leave is unpaid. Time off benefits will continue to accrue only during the portion of leave during which a DUCFFT bargaining unit member is receiving pay. DUCFFT bargaining unit members do not accrue time off when on unpaid leave.

Dominican maintains and continues to pay the employer portion of group health insurance coverage during following approved leaves:

- For up to four (4) months of pregnancy disability leave;
- For up to a combined total of twelve (12) weeks of family care and medical leave (FMLA-eligible DUCFFT bargaining unit members only); and
- For up to 26 weeks of military caregiver leave (FMLA-eligible DUCFFT bargaining unit members only).

For the above-approved leaves, the DUCFFT bargaining unit member will continue to pay the DUCFFT bargaining unit member's portion of applicable group insurance premiums. For all leaves not meeting the above three criteria, the DUCFFT bargaining unit member will be responsible for the cost of both the employer and DUCFFT bargaining unit member portions of insurance premiums. The DUCFFT bargaining unit member must pay costs in full during the period of leave if the DUCFFT bargaining unit member wishes such benefits to continue. DUCFFT bargaining unit members who have exhausted or are ineligible for these benefit entitlements may continue coverage at their own expense under COBRA, which includes the employer's cost and an administrative fee. A DUCFFT bargaining unit member who fails to return from leave may have to repay insurance premiums paid by Dominican during the leave.

3. Returning To Work After A Leave Of Absence

All DUCFFT bargaining unit members returning from medical or pregnancy disability leave must provide medical certification of their fitness to return to work. Although Dominican is unable to guarantee reinstatement in all cases, in general a DUCFFT bargaining unit member who returns to work at the end of their leave will be returned to their former position or to an equivalent position, consistent with Dominican's legal obligations. Eligible DUCFFT bargaining unit members who return to work within the 12-week period (or within the 26-week period from military caregiver leave), and any DUCFFT bargaining unit member returning from pregnancy disability leave within the four-month period, will be reinstated to the same or equivalent position, unless the DUCFFT bargaining unit member would

have been terminated for reasons unrelated to the leave (for example, position elimination), or if the DUCFFT bargaining unit member can no longer perform the essential functions of the job. DUCFFT bargaining unit members returning from leave after more than 12 weeks due to a work-related injury will be reinstated unless reinstatement is unavailable due to business necessity.

Dominican reserves the right not to reinstate eligible DUCFFT bargaining unit members who are considered “key” employees, unless the DUCFFT bargaining unit member has been on leave for a work-related injury and/or pregnancy disability leave.

A “key employee” is defined by the federal regulations that govern the Family and Medical Leave Act. Under those regulations:

- a. “An employer may deny job restoration to a key employee if the denial is necessary to prevent substantial and grievous economic injury to the operations of the employer.”
- b. “A key employee is a salaried FMLA-eligible DUCFFT bargaining unit member who is among the highest paid 10 percent of all employees employed by the employer within 75 miles of the DUCFFT bargaining unit member’s worksite.

The determination of whether a salaried DUCFFT bargaining unit member is among the highest paid 10 percent is made at the time the DUCFFT bargaining unit member gives notice of the need for leave. Dominican will notify such DUCFFT bargaining unit members of their “key employee” status and conditions under which they may be denied reinstatement, if applicable.

4. Jury Duty And Witness Leave

DUCFFT bargaining unit members who are called for jury duty or subpoenaed to testify as a witness will be given leave to fulfill their civic obligations. Upon receipt of a proposed jury summons, juror questionnaire or subpoena to testify, DUCFFT bargaining unit members should notify their Dean and the Human Resources Office. If a DUCFFT bargaining unit member is called as a juror during the academic term, Dominican may ask the DUCFFT bargaining unit member to request the court to postpone their jury duty to a more convenient time.

With substantiating documentation, jury and witness duty leave is considered paid leave for full-time DUCFFT bargaining unit members who have been with Dominican for at least one (1) year. These full-time DUCFFT bargaining unit members are eligible for up to ten (10) business days of paid jury or witness duty leave per calendar year. In addition, DUCFFT bargaining unit members may use accrued vacation for any unpaid jury or witness duty leave. No deductions will be made for partial work week absence due to jury or witness duty from the salary of exempt DUCFFT bargaining unit members who have exhausted their paid leave, including the exhaustion of the 10 days of paid jury leave, or who are ineligible for

paid leave. DUCFFT bargaining unit members who are released from jury or witness duty before the end of their regular workday must report to work for the remainder of the workday, if practical.

5. Bereavement Leave

In the event of death in the family, up to five (5) days' paid leave will be granted to DUCFFT bargaining unit members who are eligible to receive accrued time-off benefits. If a DUCFFT bargaining unit member must travel 200 or more miles and requires additional time off, up to seven (7) paid days total bereavement leave will be granted. DUCFFT bargaining unit members who are not eligible for accrued time-off receive bereavement leave in accordance with California law (five unpaid days) and may use sick leave benefits as income replacement.

For the purposes of bereavement leave "family" includes:

- Spouse, domestic partner, significant other, parent, child, step-parent, step-child, grandparents, siblings, aunts, uncles, nieces, nephews, and cousins of a DUCFFT bargaining unit member.
- DUCFFT bargaining unit members should contact Human Resources with questions.
- If a DUCFFT bargaining unit member requires more than the granted bereavement leave time off, they may request unpaid leave or use any accrued time or sick leave benefit.
- Accrued vacation or personal time may also be used to attend the funeral of someone other than a family member as defined above.

6. Sick Leave Sharing Program

Dominican's sick leave sharing program is hereby incorporated into this agreement. See the Employee handbook for details. Changes to the program do not need to be negotiated, provided the changes apply to non-bargaining unit members.

7. Credit Bank Leave

A DUCFFT bargaining unit member who has accumulated six (6) units in the faculty credit bank may apply for a one-semester leave with partial pay. Pay for the semester will be one-fourth of the annual salary, based upon the fact that six (6) units constitute one-fourth of an annual workload. To be eligible for credit bank leave, the DUCFFT bargaining unit member must have six (6) units in the credit bank by the semester preceding the leave semester.

G. Changes To The Employee Handbook

To the extent that the Employee Handbook describes the benefits listed above, changes to the Employee Handbook do not need to be negotiated, provided that the changes do not modify the above rights.

ARTICLE 24 - SABBATICAL LEAVE

A. Purpose

The purpose of a sabbatical leave is to provide the DUCFFT bargaining unit member the opportunity for personal reflection as well as for professional and/or scholarly development, thereby enhancing the contribution of that DUCFFT bargaining unit member to Dominican.

B. Availability

Dominican shall fund at least three (3) sabbaticals each academic year, as long as at least three (3) qualified applications are submitted. In connection with the Summer Disclosure date, Dominican shall report to the Union on the number of applications, the number of sabbaticals granted and those eligible to reapply the following year.

C. Eligibility

A tenured DUCFFT unit member, as defined in the Faculty Handbook shall be eligible for a sabbatical leave beginning in their seventh year of continuous full-time service at Dominican and in the seventh year following each sabbatical leave granted. (An unpaid leave of absence does not interrupt "continuous full-time service," nor is it included in the calculation of the seven years of service.)

- An eligible DUCFFT unit member shall not be granted a sabbatical leave during a terminal or retirement contract.
- An eligible DUCFFT unit member may select either a one-semester sabbatical leave at full salary and benefits or two (2) semesters at half-compensation and full benefits.
- Sabbaticals are contingent upon staffing and scheduling requirements.

D. Conditions

- a. The one-semester sabbatical will be equivalent to 50% of the DUCFFT bargaining unit member's annual contractual teaching load. That is, research release units are not included in the sabbatical, and DUCFFT bargaining unit members eligible for research release are still entitled to that release after returning from their sabbatical.
- b. The applicant and Dominican are expected to sign a statement that they will return to Dominican at their former position and rank for at least one (1) academic year following the sabbatical leave.
- c. A report of the results of the sabbatical leave must be filed with the VPAA within thirty (30) days after the beginning of the semester immediately following the end of the sabbatical leave.

- d. During the term of the sabbatical the recipient may not contract for a teaching position at another college or any other position of employment unless justified as part of the sabbatical plan in the application process.
- e. If the research uses human or other living beings as research subjects, the applicant is required to submit and get approval from the Institutional Review Board for Protection of Human Subjects (IRBPHS). (See <https://www.dominican.edu/directory/academic-affairs/institutional-review-board-irb>)

E. Application

Application for sabbatical leave shall include the following:

- a. A presentation of a definite plan for the use of the sabbatical.
- b. Statement of benefits for the DUCFFT unit member's development and for Dominican that results in a significant outcome or product (new or revised course, article(s), book, artistic work, etc.).
- c. A current Curriculum Vitae.
- d. An application form including signatures of department Chair, if applicable, and Dean.
- e. An indication of the specific semester(s) for which the leave is requested.
- f. The description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.
- g. The applicant's agreement to return to service with Dominican for one (1) academic year immediately following expiration of the leave; or to refund the compensation paid to them by Dominican during their leave, unless this obligation is specifically waived or deferred by Dominican.
- h. The applicant's agreement to submit a written report to the VPAA on the extent to which they have achieved the purpose for which the leave was granted.

Sabbatical proposals should be developed in conversation with members of the applicant's department, related departments if applicable, Chair, and Dean. The purpose of the conversation is to gather ideas, clarify thinking, and frame the project.

F. Criteria for Selection

- a. Description of the project, including a summary of pertinent research or a conceptual/theoretical framework.
- b. Benefit to teaching, professional, and/or scholarly development.

- c. Completeness and clarity in the written application: including specific plans for significant study, research, writing, artistic endeavor, travel, etc.
- d. Clearly defined expected outcomes (new or revised course, article(s), book, artistic work, etc.).

G. Judging of Proposals

Proposals will be judged upon:

- a. The overall quality of the proposal and the proposed activity. (5 points)
- b. The potential of the proposed activity to enhance the applicant's effectiveness as a teacher/scholar. (5 points)
- c. How well the proposed activity fits the applicant's long-term professional plans. (5 points)
- d. The relation of the proposed activity to the plans and/or goals of the department, school, and Dominican. (5 points)
- e. The ability of the applicant to carry out the proposed activity within the time of the sabbatical. (5 points)

Preference will be given to those who:

- a. Have not previously been granted a sabbatical.
- b. Have the greatest total number of years of service.
- c. Propose projects that address one or more of the department, school, and/or Dominican priority areas (if applicable).
- d. Plan to target Dominican's values, mission, objectives, and/or goals as part of the proposed sabbatical activities.

H. Project Outcome

- a. Describe how the activity will be evaluated. Include several methods by which its merit will be determined. (When appropriate, try to involve students, colleagues, outside evaluators, and written observations and conclusions.)
- b. List any publications, exhibits, and tangible outcomes that may result from the activity.
- c. Individuals are expected to present their scholarly findings at an open forum.

I. Sabbatical Report

Within 30 days of the first fall or spring semester following a sabbatical leave, the DUCFFT unit member will submit a report to the Chair, Dean, and VPAA. The sabbatical report will:

- a. Provide the objectives and results of the sabbatical project. If the objectives of the original sabbatical project have changed, provide an explanation.
- b. Summarize the assessment of the sabbatical project and of its impact on the DUCFFT bargaining unit member, students, the professional community, and/or the general public.
- c. Present the scholarly findings to the campus community at an open forum.

J. Timeline

- Announcement of the number of sabbatical leaves to be granted will be made by the Vice President for Academic Affairs on September 1.
- Complete applications are due November 1 of the academic year before the year for which the sabbatical is requested.
- No less than one (1) DUCFFT bargaining unit representative from each school elected by the Faculty Forum will review sabbatical applications and make recommendations to the VPAA.
- The VPAA announces recipients of sabbatical leaves by February 1.

ARTICLE 25 - SEPARATION FROM THE UNIVERSITY

SEPARATION

Separation from the University may occur in the following distinct manners:

- Denial of tenure for tenure-track DUCFFT bargaining unit members, following a terminal year;
- Expiration of an unrenewed contract for continuing term faculty or faculty librarians;
- Expiration of an appointment for fixed term faculty members;
- The loss of grant funding for fully grant funded positions;
- Resignation and Retirement;
- Dismissal for cause (termination of an existing contract or appointment); and
- Retrenchment.

A. Denial of Tenure for Tenure-Track Faculty

If a tenure-track DUCFFT bargaining unit member is not granted tenure pursuant to the process in Article 15, *Tenure, Review and Promotion, and Review Policy (TRP) for Full Time Tenure-Track and Tenured Faculty*, they shall be offered a terminal year appointment for the academic year following the denial of tenure. After the conclusion of the terminal year appointment, the tenure-track DUCFFT bargaining unit member shall be separated from the University.

B. Expiration of an Appointment for Library Faculty and Continuing Term Faculty Members

If a Continuing Term DUCFFT bargaining unit member fails to meet expectations during their Midterm Review, Dominican may elect to not renew the appointment of the Continuing Term DUCFFT bargaining unit member or offer a terminal year appointment depending on the specific issues to be addressed.

If a Faculty Librarian DUCFFT bargaining unit member fails to meet expectations during their regularly scheduled review (including Annual Performance or Midterm Review), Dominican may elect to not renew the appointment of the Faculty Librarian DUCFFT bargaining unit member or offer a terminal year appointment, depending on the specific issues to be addressed.

Unless otherwise specified in Article 34, *Program Discontinuation Review Process*, if an appointment of a Continuing Term or Faculty Librarian DUCFFT bargaining unit member is not being renewed by Dominican as described above, the following notice, given in writing, shall apply:

- Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a (1) one-year appointment terminates during an academic year, at least three months in advance of its termination.
- Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial (3) three-year appointment terminates during an academic year, at least six months in advance of its termination.
- At least twelve months before the expiration of an appointment after two or more years in the position unless a performance improvement plan has been issued and not satisfactorily completed, in which case the termination date shall be the academic year in which the performance improvement plan was issued.

C. Expiration of an Appointment for Fixed Term Faculty Members

Due to the nature of their appointment, Fixed Term DUCFFT bargaining unit members have no expectation or presumption of renewal of their appointment.

D. Loss of Grant Funding for Fully Grant Funded Positions

Some DUCFFT bargaining unit members may be employed through wholly grant funded means. If the grant that funds such a position is canceled or not renewed, that position may be eliminated at the end of the grant. The DUCFFT bargaining unit member shall be notified of the loss of the grant funding no later than ten (10) business after the University has received such notice.

E. Resignation and Retirement

The resignation or retirement of a DUCFFT bargaining unit member shall constitute a separation from the University. Such a resignation or retirement shall be submitted to the VPAA and the Director of Human Resources in writing as early as practical in the academic year and no later than the start date of the next annual contract. Phased retirements shall be handled in accordance with Article 21, *Phased Retirements*.

F. Dismissal for Cause

1. Grounds for Dismissal for Cause Through Termination of an Existing contract

Termination of a DUCFFT bargaining unit member contract during the effective period of their appointment is designated as dismissal for cause following procedures laid out in Article 26, *Just Cause, Discipline, Personnel Files* or this Article for tenured DUCFFT bargaining unit members. Under this Agreement, dismissal for cause may occur for the following reasons:

- a. Failure of the DUCFFT bargaining unit member to fulfill any of the terms and conditions of their contract;

- b. Failure of the DUCFFT bargaining unit member to fulfill any of the terms and conditions of the Faculty Handbook;
- c. Nonperformance of duties;
- d. Violations of professional ethics or violations of policy pertaining to prohibited behavior for harassment, discrimination or retaliation;
- e. Malfeasance;
- f. Incompetence; or
- g. Teaching ineffectiveness.

When reasons arise to question the fitness of a DUCFFT bargaining unit member whose contract has not yet ended, any actions taken – whether informal or formal – should be fair, firm, and consistent. The Director of Human Resources may be consulted for advice and/or assistance in handling a situation of this nature.

Generally, unless otherwise covered under Paragraph 2 of Article 26, *Just Cause, Discipline and Personnel Files*, the Dean should first discuss the matter with the DUCFFT bargaining unit member in a personal conference. The matter may be resolved by mutual consent at this point. If no agreement is reached, more formal procedures are appropriate, as set forth in Section 2 below for Tenured Faculty or Article 26, *Just Cause, Discipline and Personnel Files* for all other bargaining unit members.

2. Termination of Tenured Faculty for Cause

Tenured DUCFFT bargaining unit members may be terminated for cause under this paragraph only. A recommendation for termination of tenure must originate with the Vice President of Academic Affairs, who should forward a summary of the reasons for the recommendation, as well as any evidence supporting the recommendation, to both PREC and to the tenured DUCFFT bargaining unit member who is the subject of the recommendation. The tenured DUCFFT bargaining unit member has thirty (30) business days to submit a response to the recommendation to both the VPAA's office and to PREC. Additionally, the tenured DUCFFT bargaining unit member who is the subject of the recommendation has the right, if they so choose, to appear before PREC to advocate for themselves. The tenured DUCFFT bargaining unit member also has the right to a union representative to advocate with the tenured DUCFFT bargaining unit member on their behalf. Once PREC has received both the VPAA's recommendation to terminate tenure and the tenured DUCFFT bargaining unit member's response to the recommendation, they must meet within thirty (30) days to formally discuss and vote upon the recommendation. The recommendation to terminate tenure requires a 2/3rds vote from PREC in order to pass.

The results of the PREC vote are then forwarded to the VPAA along with a brief explanation of PREC's decision. The VPAA will then forward the results of the PREC vote, along with their own recommendation, to the President of the University within five (5) business days. Within five (5) business days of receiving the recommendation from the VPAA and the materials from PREC, the President will then make a formal decision concerning the termination of tenure to be communicated in writing to the DUCFFT bargaining unit member.

3. **Dismissal for Cause for All Other Bargaining Unit Members**

Tenure-track, Library and Term Faculty may be disciplined or terminated for cause, consistent with Article 26, *Just Cause, Discipline, Personnel Files*.

G. **Retrenchment, Exigency, and Related Policies and Procedures**

Tenure-track, Library, and Term Faculty may be separated from the University consistent with the procedures and timelines set forth in Article 34, *Program Discontinuation Review Process*.

ARTICLE 26 - JUST CAUSE, DISCIPLINE, PERSONNEL FILES

A. Just Cause, Discipline & Discharge

1. Discipline and discharge of DUCFFT bargaining unit members will be for just cause only. Poor performance can constitute just cause. Prior to being discharged for performance issues, a DUCFFT bargaining unit member will be reviewed pursuant to Articles 15, 17, and 16, *Tenure, Review and Promotion, and Review Policy (TRP) for Full-Time Tenure-Track and Tenured Faculty; Review and Promotion of Faculty Librarians; and Full-Time Term Faculty Appointment, Review and Promotion*.
2. Any complaint (informal or formal) made against any DUCFFT bargaining unit member involving potential misconduct will first be promptly called to the attention of the member as required in Article 25, *Separation from the University*, and will be thoroughly investigated if the University determines that an investigation is required. A DUCFFT bargaining unit member will be notified and provided with an opportunity to respond as part of that investigation if the University reasonably anticipates taking disciplinary or termination action on the basis of that complaint. The purpose of this provision is to ensure that DUCFFT bargaining unit members are notified of concerns in a timely manner. Complaints under the University's Title IX, and Discrimination, Harassment and Retaliation policies shall not be subject to this paragraph and shall follow the specific procedures in those policies.
3. Progressive Steps of discipline shall occur in the following order:
 - (i) Verbal Warning. If no further infractions within one (1) year the verbal warning shall sunset and be removed from the DUCFFT bargaining unit member's file unless the verbal warning is related to a finding of discrimination, harassment or retaliation, or misconduct relating to physical safety.
 - (ii) Written Warning. The Dean or University Librarian shall provide this written notification; if no further infractions within two (2) years the discipline shall sunset and be removed from the DUCFFT bargaining unit member's file.
 - (iii) Suspension. The Dean or University Librarian shall provide this written notification; if no further infractions within five (5) years the discipline shall sunset and be removed from the DUCFFT bargaining unit member's file.
 - (iv) Termination
 - a. Tenure-track, Librarians and Term Faculty may be terminated for cause, subject to this Article. The University may warn, suspend or discharge DUCFFT bargaining unit members without first providing progressive discipline or a performance assessment if the

circumstances, particularly those demonstrating serious misconduct, warrant.

- b. Termination of Tenured Faculty for Cause shall be conducted in accordance with Section G of Article 25, *Separation from the University*.
4. The DUCFFT bargaining unit member may grieve discipline or discharge decisions through the provisions of Article 27, *Grievance and Arbitration*.
5. Dominican may place a DUCFFT bargaining unit member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the DUCFFT bargaining unit member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.
6. Under *Weingarten Rights*, DUCFFT bargaining unit members are entitled to have a Union Steward or other representative designated by the Union be present at any meeting that could lead to discipline.
7. For the purposes of this Agreement “discharge” means the termination of a bargaining unit member for reasons pertaining to misconduct or performance.
8. For purposes of this Agreement “discipline” shall not include performance evaluations as conducted in accordance with Articles 15, 17, and 16, *Tenure, Review and Promotion, and Review Policy (TRP) for Full-Time Tenure-Track and Tenured Faculty; Review and Promotion of Faculty Librarians; and Full-Time Term Faculty Appointment, Review and Promotion*.
9. The University, in addition to issuing discipline, may also require reasonable remedial measures, when appropriate, with which DUCFFT bargaining unit members must comply, provided the remedial measures are rehabilitative rather than punitive. Rehabilitative measures include measures such as education, coaching, or skills-building.

B. Personnel Files

DUCFFT bargaining unit members shall have access to the following files:

1. The personnel file maintained by Human Resources; and
2. The performance assessment file maintained by the DUCFFT bargaining unit member’s School.

DUCFFT bargaining unit members may review their personnel files by appointment with Human Resources or their Dean’s Office or their University Librarian’s Office within three (3) business days’ written notice and may make copies of any documents contained within the personnel file(s).

DUCFFT bargaining unit members have the right to respond in writing to any document that is placed in their file(s).

ARTICLE 27 - GRIEVANCE AND ARBITRATION

A. General Provisions

A grievance under this Article is defined as:

Any violation of a DUCFFT bargaining unit members' rights as set forth in this Agreement, including a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement.

In the event a specific Article in this Agreement has a specific adjudication or appeals procedure relating to that Article, the specific procedure shall be the operative procedure.

Additionally, if a grievance involves allegations that Dominican has unlawfully discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other class protected under Dominican policy or applicable law, it will be processed through the procedures of the University. The matter will be investigated per the procedures and the University shall make final determination on whether or not discrimination has occurred and take any necessary action pursuant to Article 3, *Non-Discrimination*. The University's determination shall be final and non-grievable.

A prompt and efficient method of settling grievances as defined herein is both desirable and necessary. This Article is the sole and exclusive procedure for the resolution of grievances under this Agreement, subject to the limitations above. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable, and the parties agree that such informal resolution shall occur, if possible, by direct discussion among DUCFFT bargaining unit members, Union representatives and University representatives.

Furthermore:

1. Any reference to "days" shall mean calendar days, unless otherwise specified.
2. All time limits contained in this Article may be extended by mutual written agreement of the parties.
3. Should the Union submit a request for information in conjunction with a particular grievance, the days falling between the Union's request and the University's compliance with that request will not be counted against said grievance's time limits.
4. If Dominican fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant will be permitted to proceed to the next step.

5. A Union representative is entitled to be present in all meetings with the DUCFFT bargaining unit member with regards to a grievance filed under this article. A Union steward may also be present.
6. Grievances filed by the Union representative as well as grievances pertaining to the discharge or suspension of a DUCFFT bargaining unit member may be filed initially at Step 2.
7. The filing or pendency of any grievance under the provisions of this section shall not prevent the University from taking the action complained of, subject, however, to the final resolution of the grievance process.

B. Grievance Procedures

Grievances will be processed as follows: the Union will first make an effort to resolve grievances informally (see Step 1), except that a grievance based upon a suspension or discharge or those initiated by a Union representative may be initiated at Step 2 below.

1. Step 1: Oral/Informal Resolution

- a. An aggrieved DUCFFT bargaining unit member shall present a grievance (not concerning suspension or discharge) orally to their immediate supervisor (department chair, associate dean or program director):
 - (i) within thirty (30) days following the act or omission known to a DUCFFT bargaining unit member giving rise to the grievance, or
 - (ii) within thirty (30) days after the date on which an aggrieved DUCFFT bargaining unit member reasonably should have known of such act or omission if such action was not known at that time.

At the time the grievance is initiated, the grievant will identify it as a Step 1 grievance. If the Department Chair's decision is the issue, the DUCFFT bargaining unit member may begin Step 1 with the appropriate School's Dean. If Step 1 begins with the Dean, then Step 2 shall begin with the VPAA (or their assigned representative.)

- b. The immediate supervisor shall meet at the same time with the grievant and a Union representative within ten (10) days of receipt of the grievance to discuss the grievance. This meeting is intended to provide an opportunity to resolve the grievance informally.
- c. Regardless of the outcome of this meeting, the immediate supervisor will issue a written decision to the grievant within five (5) days following the date of the meeting.

2. Step 2: Written Grievance

- a. If the grievant or the Union is dissatisfied with the written decision at Step 1, the Union may file a written appeal within fifteen (15) days of issuance of the Step 1 written decision and submit it to the appropriate School's Dean. If the grievance is commencing at Step 2, the grievance shall be filed as follows:
 - (i) within thirty (30) days following the act or omission known to a DUCFFT bargaining unit member giving rise to the grievance, or
 - (ii) within thirty (30) days after the date on which an aggrieved DUCFFT bargaining unit member reasonably should have known of such act or omission if such action was not known at the time.
- b. The written grievance will include the name of the grievant, the date on which the incident or alleged wrong occurred, a description of the incident or alleged wrong giving rise to the grievance, the contract section or right alleged to have been violated and the relief and/or remedy sought.
- c. The Dean (or their assigned representative) shall meet at the same time with the grievant and a Union representative within ten (10) days of receipt of the Step 2 appeal to discuss the grievance and the relief and/or remedy sought.
- d. If the grievance is not resolved at this meeting, within ten (10) days after the Step 2 meeting the Dean (or their assigned representative) shall write an answer addressing the grievance to approve or deny the relief and/or remedy sought.

3. Suspension and Discharge Grievances

- a. A grievance concerning the suspension or discharge of a DUCFFT bargaining unit member shall be presented at Step 2 to the Vice President for Academic Affairs ("VPAAs"), in writing, within seven (7) days of receipt of notice by the DUCFFT bargaining unit member of suspension or discharge.
- b. The University will notify the Union and the DUCFFT bargaining unit member of the suspension or discharge simultaneously. If simultaneous notice is not possible, Dominican must notify the Union of the suspension or discharge as soon as is practicable, and the time to file the grievance will run from the date the Union receives the notice.
- c. The VPAAs (or their assigned representative) shall meet at the same time with the grievant and Union representative within ten (10) days of receipt of the suspension or discharge grievance.
- d. If the grievance is not resolved at this meeting, within ten (10) days after the meeting the VPAAs (or their assigned representative) shall write an

answer addressing the grievance to approve or deny the relief and/or remedy sought.

4. Mediation

A grievance not resolved at Step 2 may be processed to mediation by mutual agreement of the Union and the University by giving written notice to one another within twenty-one (21) days of the Step 2 response from the University. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

5. Arbitration

- a. If the Union is dissatisfied with the written decision at Step 2, within fifteen (15) days the Union may advance the grievance to arbitration. Only the Union (not an individual DUCFFT bargaining unit member) may process a grievance to arbitration.
- b. Within thirty (30) days of the Union informing the University that it is proceeding to arbitration, the Union and the University will attempt to select an impartial third party to be Arbitrator. In the event the parties cannot agree on the selection of an impartial third party, they will request a list of Arbitrators from the Federal Mediation and Conciliation Service.
- c. Within five (5) days of receipt of the list, the parties will alternately strike names from the list until one name remains. The party that requested the arbitration will strike the first name (such that the final strike is made by the party that did not request arbitration). The person whose name remains will be the Arbitrator.
- d. Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including requesting the arbitration panel, compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the University and the Union. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- e. The parties will mutually agree upon a date to begin arbitration, subject to the availability of the selected Arbitrator, and will make their best efforts to hold the arbitration within ninety (90) days from the selected Arbitrator's confirmed acceptance of the grievance.
- f. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.

- g. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article 2, Academic Governance, which are not further abridged by other specific terms of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of this Agreement and involve only the interpretation and application of the Agreement.
- h. If a DUCFFT bargaining unit member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that DUCFFT bargaining unit member's missed scheduled class time on that date.

ARTICLE 28 - NO STRIKE/NO LOCKOUT

- A. During the term of this Agreement, the Union and its agents shall not in any way, directly or indirectly, authorize or encourage any strike or work stoppage; nor shall any DUCFFT bargaining unit member authorize or encourage or engage in any strike or work stoppage. Violations of this Article may be subject to discipline, up to and including immediate termination. Dominican agrees that it shall not lock out DUCFFT bargaining unit members. In the event of a violation of this Article, the aggrieved party may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.
- B. DUCFFT shall not call, promote, or engage in a sympathy strike in support of another union or bargaining unit.
- C. Under this section, individual DUCFFT bargaining unit members retain rights of free expression including their right to engage in activities in sympathy with other Dominican unions or bargaining units who are striking at the work location of DUCFFT bargaining unit members. When individual DUCFFT bargaining members exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of DUC they may not be paid for work they do not perform.

ARTICLE 29 - MERGER OR ACQUISITION

In the event that Dominican merges with or acquires any other educational institution or portion thereof, the eligible DUCFFT bargaining unit members of such educational institution who become employed by the successor educational institution automatically shall become part of the bargaining unit set forth hereinabove in Article 1, *Recognition*, provided that such DUCFFT bargaining unit members are not then represented by another labor organization and further provided that the inclusion of such DUCFFT bargaining unit members in this bargaining unit does not violate the law as it may be constituted.

If any annexation, change of management, consolidation, merger, or sale agreement with another educational institution occurs, in the event that the full-time faculty of the other educational institution that is the surviving entity are represented by a union, Dominican shall request as a condition of the transaction, the institution's agreement to negotiate with CFT and the surviving entity's union over the consolidation of their respective collective bargaining agreements.

ARTICLE 30 - WORKPLACE SAFETY

Dominican and the Union are committed to providing a safe working environment for all members. To that end, the parties agree to the following:

- Dominican shall provide DUCFFT bargaining unit members with safe working conditions and workplace protections that meet applicable OSHA CAL/OSHA, and public health agency standards and other applicable state or federal regulations governing workplace safety. Dominican will comply with all such applicable state and federal laws and regulations regarding health and safety.
- DUCFFT bargaining unit members shall comply with all applicable state and federal laws and regulations regarding health and safety.

Dominican shall maintain an adequate supply of N95 respirator masks for all DUCFFT bargaining unit members for use in the workplace, which shall be available whenever the AQI exceeds 200 or when Dominican requires masking for other reasons, such as a pandemic.

ARTICLE 31 - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or declared illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, such invalidity shall not affect the remaining parts of this Agreement which shall remain in full force and effect. In the event that a provision is declared invalid as described above, the parties shall meet to negotiate a substitute provision.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement is effective July 1, 2023, and shall continue in full force and effect until June 30, 2025.

Either party will deliver a Notice of Intent to Bargain upon the other no later than one hundred and eighty (180) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2025, unless renewed or extended by mutual written agreement signed by the parties.

The parties shall make their best efforts to commence negotiations for a new Agreement within thirty (30) calendar days of the receipt of such Notice of Intent to Bargain.

ARTICLE 33 - CONFIDENTIALITY

DUCFFT bargaining unit members shall maintain confidentiality as required by Dominican while working remotely, including while engaging in preparation, grading, and other non-classroom work. These requirements include:

1. All Dominican work shall be conducted on a secured (password protected) internet connection or hotspot.
2. DUCFFT bargaining unit members may access Dominican systems online remotely, which Dominican shall maintain in accordance with industry standard security procedures.
3. All DUCFFT bargaining unit members shall follow current ITS guidance when utilizing third party software.

For avoidance of doubt, inadvertent disclosures (such as a family member walking through the background of a grade discussion) or privacy breaches beyond the DUCFFT bargaining unit member's control shall not be grounds for evaluation of performance or discipline.

This Article is not intended to confer the right to instruct remotely; rather it is to establish confidentiality expectations when working remotely. Unless otherwise explicitly directed by Dominican, all work conducted remotely is done so voluntarily. Dominican provides on campus: WI-FI, computer equipment and all necessary tools to perform work under this Agreement.

ARTICLE 34 – PROGRAM MODIFICATION OR DISCONTINUATION PROCESS

1. Regular Evaluation of Program Financial Health

The parties agree to engage in proactive and regular annual evaluation of each program's financial health such that open dialogue can be maintained between the University and individual departments regarding the financial sustainability of their academic programs. To implement this, the parties agree to the following annual steps:

1.1 Step One: Annual Disclosure of Information

In addition to the disclosures required by Article 9, *Affirmation of Full Disclosure*, the parties agree that additional disclosures regarding programs should be provided to DUCFFT and the appropriate department/division chairs/program directors and Deans by the Employer by the Summer Disclosure date July 31st in 2025 (and in April of each academic year thereafter for nine (9)-month programs and June of each academic year thereafter for twelve (12)-month programs) to help facilitate the consistent and normal evaluation of the financial health of the University's academic programs and offerings.

This disclosure information includes:

1.1.1 Direct costs of a Program (excludes institutional overhead), including:

- Aggregated Personnel Costs: instructional and non-instructional
- Aggregated Marketing and recruitment (student or employee) expenditures
- Actual operational expenditures incurred by the institution specifically for the program (OPEX)
- Actual expenses incurred for personnel professional development in the program, Dean, and VPAA budgets
- Actual expenses for program-specific accreditation expenses in the program, Dean, and VPAA budgets
- Actual expenses for program-specific facilities, equipment, technology costs in the program, Dean, VPAA, Facilities, and Capital budgets
- Core curriculum participation credit/deduction for revenue/expenses for undergraduate programs

1.1.2 Enrollment and workload trends:

- Three (3)-year enrollment trends, including a year over year comparison, including number of paying vs. non-paying students. For the library, the enrollment trends are for the entire University.
- Number of advisees per faculty member in the program (excluding Faculty Librarians)

- Overload/underload in the program (excluding Faculty Librarians)
- Program-specific units of reassigned time and non-instructional Other Pay

1.1.3 The number of courses that were required to be offered as independent study as a result of low enrollment (excludes the library)

1.1.3.1 Indirect Expenses:

- Student burden: Includes Admissions, ADSO, Athletics, Commencement, Counseling Services, Faculty Development, Financial Aid, Global Education Office, Recreation Center, Registrar's Office, Student Success Center, Student Life and Housing, WASC Accreditation, and more
- University Overhead: Includes: Benefits, Human Resources, Institutional Research, Information Technology Services, Marketing, Public Relations, Advancement, President's Office, Finance and Administration, and more

1.1.3.2 Tuition and Other revenue, including:

- Tuition revenue and program fee (if applicable) for the program,
- Endowment income or grant funding for program whether budget-relieving or additive
- Additional disclosure of data for the library program will include internally gathered data (ex. circulation, building usage, and instruction statistics) provided by the library program and/or the Administration.

2. Step Two: Discussion of Goals to Address a Program's Financial Health

Each year, beginning in Spring 2026, by the end of April for nine (9)-month programs and the library, and the end of June 2026 for twelve (12)- month programs (and under the timelines in the PDR Side Letter for 2025), the VPAA or designee shall conduct meetings with all programs (undergraduate majors and graduate programs) to establish goals, which may include but are not limited to:

2.1. Goals

- Financial goals for the upcoming FY (e.g., 2026-2027 for goals set in Spring 2026)
- Enrollment goals for the subsequent FY (e.g., 2028-2028 for goals set in Spring 2026) or the next specified cohort¹; and/or
- Other goals for the upcoming FY (e.g., 2026-2027 for goals set in Spring 26), including any goals to address issues such as unforeseen events that will have a

¹ Undergraduate recruiting and enrollment happens fall to spring. Graduate recruiting and enrollment happens up to thirty (30) days in advance of the start of the program. Graduate cohorts start at different times. There are nine (9) and twelve (12)-month programs.

negative impact on the financial stability of the program. Depending on the severity of the event, the timeline may vary for these goals. The ultimate purpose of the goal is to ensure that, regardless of the event, the program is financially breaking even and does not have a negative gross margin for more than two semesters (excluding the library program). For the library program, the purpose is to discuss the scale of the library program (operations and programmatic offerings) as it relates to student and faculty academic support needs, and actual and projected enrollment.

These goals shall be specific, measurable, and time-bound and shall relate to seeking improvement in the program's financial health. If goals are financial and/or related to enrollment, goals will include specific numeric targets (factoring in tuition discount and tuition waiver impact). These goals should be accompanied by a clear and reasonable timeline for achieving these goals. Goals and timelines must be provided in writing to faculty, /chairs, and /Deans involved in these discussions. Goals must be achievable within the timeline agreed upon (e.g., a goal to increase enrollment would generally need a time horizon that would extend through an enrollment cycle). Goals must focus on factors that the VPAA, Dean, and chair agree are within the reasonable scope of the work/control of program faculty/chairs, or that adequate campus resources will be devoted to supporting their attainment (e.g., a goal to increase enrollment would generally need to be supported by resources from admissions/recruiting, as faculty do not control admissions/recruiting for their programs). Resources will only be provided where the investment of resources is reasonably anticipated to be successful and in proportion to anticipated revenue increases.

If the VPAA determines that, based on their financial health, a program is not in need of changes or in danger of closure, programs may be exempt from the goal setting process. Programs will be informed in writing if they are exempt from goal setting.

If during the process of discussing goals, it becomes clear that a programmatic revision is more appropriate than program discontinuation review, a program may petition the VPAA to engage in curricular revision or other steps to address the financial health.

Goal setting is a prerequisite for invoking program review for major programs, graduate programs, minors and the library. If there are intervening changes to political, legal, contractual, or accreditation conditions that impact a program during the intervening time between goal setting and the fall semester, goal setting is a not prerequisite to invoking accelerated program review if the program has received goals in the prior academic year (for example Goals in Spring 2026 could be followed by accelerated program review in Fall 2026) if all of the conditions for accelerated program review have been met.

Programs reviewed for discontinuation prior to Fall 2026 must follow the processes laid out in the 2023 Program Discontinuation Review Side Letter and amendments thereto including the process of goals setting embedded in that process.

2.2. Check Ins Regarding Goals to Address a Program's Financial Health

The VPAA or designee and the Chair/Director/Dean shall establish regular check-ins during the goals' timeline in order to consistently and regularly address the status of progress towards goals.

3. Step Three: Evaluation of Goals to Address a Program's Financial Health

At the end of the timeframe established for achieving the goals (which may vary from program to program), the VPAA or designee shall meet with the Chair/ Director/Dean to discuss the status of the goals and the next steps, such as the next regular annual program financial health review cycle, invocation of the regular or accelerated program discontinuation process, or other steps to address any remaining financial health concerns. For example:

3.1. If voluntary discontinuation for programs with no enrollment is elected, the faculty in the program shall unanimously adopt a resolution to discontinue the program and submit to the VPAA. Thereafter, it would proceed through the shared governance process (as an information item).

3.2. If voluntary discontinuation for programs with low enrollment is elected, the faculty in the program shall unanimously adopt a resolution to discontinue the program and submit to the VPAA. Thereafter, it would proceed through the shared governance process (as an information item unless otherwise designated by the applicable committee) with considerations for a teach-out plan.

3.2.1 The foregoing steps are not a prerequisite to invoking the accelerated program discontinuation progress nor financial exigency.

4. Program Discontinuation Process

4.1 Termination of Appointments Due to Retrenchment under this Article

Retrenchment, as used in this article, is defined as the reduction or elimination of faculty positions and/or academic programs due to financial exigency, declining enrollment, or other basis as set forth in this Article. The University has the right to terminate or elect not to renew a DUCFFT bargaining unit member because of retrenchment pursuant to the grounds and procedures established in this Article. Intention to terminate the contract of a DUCFFT bargaining unit member due to retrenchment will be made in writing and pursuant to this Article.

5. Program Discontinuation Policy

Program discontinuation denotes the termination or a contraction in a program, specifically an undergraduate major, minor or a graduate or credential program or a termination or contraction in the library (hereinafter, "Program Discontinuation"). Program discontinuation does not apply to a program redesign, which may include significant program revisions and/or a new name for a program but continues with a similar number of faculty, students, and courses offered. Furthermore, program discontinuation should not be solely enacted in order to conduct a formative review of program costs or effectiveness. This is because the regular review of program financial health should be conducted outside of the scope of the Program Discontinuation Review. A program is a "program" within the meaning of this Article when it is approved by the Board of Trustees upon recommendation by the faculty pursuant to stated shared governance procedures. In addition, the library services where employing faculty librarians are considered a program. For avoidance of doubt, the Program Discontinuation Process and accelerated program discontinuation process apply to programs that have commenced instruction. The discontinuation or pausing of newly approved programs are addressed below.

5.1. Initiation Phase I

Phase one (I) of the Program Discontinuation Review Process may be initiated by the appropriate Dean(s) and/or VPAA, after a documented consultation with the Chair/Dean and program's full-time faculty members as appropriate.

The Program Discontinuation Review Process initiation should include a statement of rationale and supportive data, such as qualitative and quantitative points. Data provided by the Administration to support this rationale will be accurate. Should significant errors be discovered in the quantitative data (i.e., reports of actual costs, revenue, margins, or enrollments that are off by more than 25% of the total estimate), and such errors would materially impact whether a program undergoes initiation of program discontinuation review, the program discontinuation review will be suspended. Administration, in collaboration with the Chair, will correct and verify the new quantitative data prior to resuming the Program Discontinuation Review Process. It is not the responsibility of program chairs/directors to facilitate the correction of inaccurate data provided by the administration, though their input shall be provided.

5.1.1 If a program that was designated for accelerated review elects and is approved for curricular redesign to be conducted during that same semester, Initiation of Phase two (II) of the PDR shall commence at the start of the semester following redesign if the redesign was not approved through the shared governance process. The accelerated PDR timeline shall be followed.

5.1.2 If a program that was designated for regular program review elects and is approved for curricular redesign to be conducted in that same semester academic year (one (1) semester for redesign, one (1) semester for approvals), Initiation of Phase two (II) of the PDR shall commence at the start of the semester following redesign if the redesign was not approved through the shared governance process - for twelve (12)-month programs that may be in the summer semester. The regular PDR timeline shall be followed. Every effort shall be made to complete the approval process by March.

5.1.3 In Initiation Phase one (I) programs may also opt for voluntary program discontinuation rather than enter Phase two (II). Voluntary discontinuation may not be encouraged or recommended by the administration nor shall incentives be provided for voluntarily discontinuing a program. Nothing in this Article shall prohibit the administration from negotiating with DUCFFT to provide incentives for voluntary departures of individual bargaining unit members in lieu of terminations or layoffs pursuant to this Article.

5.1.4 If voluntary discontinuation for programs with no enrollment is elected at this time, the faculty in the program shall unanimously adopt a resolution to discontinue the program and submit to the VPAA before the initiation of Phase two (II). Thereafter, it would proceed through the shared governance process (as an information item).

5.1.5 If voluntary discontinuation for programs with low enrollment is elected at this time, the faculty in the program shall unanimously adopt a resolution to discontinue the program and submit to the VPAA before the initiation of Phase two (II). Thereafter, it would proceed through the shared governance process (as an information item unless otherwise designated by the applicable committee) with considerations for a teach-out plan.

5.2 Initiation Phase Two (II)

At this stage, the administration will provide a timeline for the forthcoming process including expected dates for the compilation and completion of the PDR report as well as for review and voting by the Council of Academic Deans, Curriculum and Educational Policy Committee (CEPC), Faculty Forum, and Board of Trustees.

5.2.1. Report Compilation - PDR Report

The PDR report itself will be compiled by the Dean in collaboration with the hair, program faculty, and in consultation with the appropriate University units as stipulated in the PDR template,

including but not limited to the offices of Institutional Research, Budgeting and Resource Planning, the Registrar's, Admissions, Faculty Forum Chair, staff, and librarians.

5.2.2. Feedback - PDR Report Draft

After compiling the relevant information as outlined under the PDR report (see below), the Dean will circulate the written PDR report among affected faculty for discussion and feedback. Constituents must be given at least two (2) weeks to respond with corrections and/or statements. A written record of the discussion and feedback may be included with the PDR report final draft.

The Dean shall also draft a written recommendation.

5.2.3. Shared Governance Review of Final Report

The completed PDR report along with the Dean's recommendation will be submitted to the VPAA for review and recommendation. The VPAA will provide a written recommendation on whether they support program discontinuation. This document accompanies the PDR report for discussion in the Council of Academic Deans (COAD).

After reviewing these materials the COAD votes whether to approve program discontinuation. The results of this vote, documentation of the deliberation, Dean's and VPAA's recommendations and PDR report are forwarded to CEPC for discussion and a vote. A recommendation to approve program discontinuation requires at least two third (2/3) majority vote of the votes cast by a quorum of CEPC. Regardless of outcome, any recommendation from CEPC is then forwarded to the Faculty Forum as an action item. A two third (2/3) majority of the votes cast by a quorum of the Faculty Forum is required for the Faculty Forum to recommend discontinuation. In either situation a statement is written by the Faculty Forum Chair on behalf of the faculty, that articulates the reasons for disapproving or approving program discontinuation. This will be forwarded to the VPAA, and via the VPAA to the President and Board of Trustees.

Regardless of the outcome of such a vote, the VPAA and President will convey the vote to the Board of Trustees, who then make the final decision.

5.2.4. Announcement of Program Discontinuation or Substantial Modification

Following the vote by the Faculty Forum, the VPAA and President will seek approval by the Board of Trustees. To ensure transparency, faculty/chairs involved in the program discontinuation review process will receive a copy of the following materials provided to the Board of Trustees when seeking this approval: PDR Report, Recommendations from the Dean, the VPAA, and Faculty

Forum. Upon granting such approval, the VPAA then manages the announcement phase, informing all appropriate university stakeholders of the approval by the Board of Trustees.

5.2.5. Timeline

Furthermore, the Initiation and report writing phases of a review for nine (9)-month programs must occur within an academic year, not during the summer break in order to ensure that nine (9)-month faculty are not compelled to work on these processes during the summer break (per Article 13). Further, the Report Compilation and Feedback phases must be completed by the end of the fall semester. The Approval phase must be completed no later than the April Faculty Forum meeting for Board of Trustees' approval in May. The Announcement phase will follow the approval by the Board of Trustees. Upon approval by the Board of Trustees, notices to impacted bargaining unit members may be issued pursuant to the notice requirements established by this Article.

5.2.6. PDR Report Components

The following areas should be addressed whenever possible in the written PDR report:

1. The University mission, institutional learning outcomes, and strategic plan (or stated strategic goals) alignment and how the proposed discontinuation aligns with those goals, outcomes, and strategic plan.
2. The effectiveness of the program in meeting its stated outcomes.
3. Cost/Benefit analysis — include the following items as needed if applicable:
 - a. Annual financial health disclosures from the past three (3) years if applicable
 - b. Other materials listed in section 1.1 of this article
 - c. Income benefits through endowments, contributions made to the program through or facilitated by the University's Office of Advancement or Alumni Engagement Benefits other than financial, such as programs for the community
 - d. Analysis of the connection between the program under review and other programs, such as its inclusion in accelerated undergraduate to graduate pathways
 - e. University accreditation requirements/standards, such as various literacies. Example: WSCUC and information literacy for the library.
4. The contributions of the program to the Core Curriculum.
5. A three (3) to five (5)-year history of student enrollment and a data-supported projection of future student enrollment.

6. An external scan of similar programs and their enrollments at peer or competitor institutions.
7. The effects of discontinuation on the following:
 - a. Facilities
 - b. On the University's brand, may include:
 - c. Alumni and/or donors' input
 - d. Current students input
 - e. University's reputation within higher education.
 - f. Impact from potential media coverage
 - g. Impact on faculty and staff
 - h. Impact external stakeholders
8. If based on the data the Dean or PDR is advocating for closure of the program, the following items should be included:
 - a. A proposal that outlines a teach out plan for currently enrolled students and supports them in completing their degrees.
 - b. A plan for affected faculty in accordance with the Faculty Handbook and Collective Bargaining Agreements and in consultation with the Human Resources Office.
 - c. A plan for affected staff in accordance with the Employee Handbook and in consultation with the Human Resources Office.

5.2.7 Program Discontinuation Review Report Components - Specific Factors for Library Retrenchment

Section 3 of the PDR report for a library retrenchment shall use the following Cost/Benefit analysis:

- a. Costs (staff, faculty, materials and supplies directly related to the library.)
- b. Income benefits, including (but not limited to) endowments, contributions, including those made to the Library to or facilitated by the University's Office of Advancement & Alumni Engagement.
- c. Impact on the Core Curriculum.

In addition, the PDR report that is created for retrenchment of the library under the Program Discontinuation Review Process or accelerated Program Discontinuation Review Process shall not include the following factors that would normally be included in the PDR report:

- a. Analyze connection between program and other programs and its inclusion in accelerated undergraduate to graduate pathways.
- b. An external scan of similar programs and their enrollments at peer or competitor institutions.
- c. A proposal that outlines a teach out plan for currently enrolled students and supports them in completing their degrees.

5.3. Accelerated Program Discontinuation Review Policy

For all reviews other than reviews of minors (which follow the regular PDR review process), the VPAA may institute an accelerated version of the program discontinuation review process described in this Article, provided that the triggers below have been met. The accelerated program discontinuation review process will entail all of the steps described in the normal program discontinuation review process as described above, but under an accelerated timeline, such that the required notices may be issued as set forth below. Initiation of this process by the VPAA supersedes any process under the regular Program Discontinuation Review process that is already underway with respect to a particular program and shall be the primary process for that program until completed.

It is the responsibility of the administration to coordinate the implementation of the accelerated program discontinuation review process such that all steps from the regular Program Discontinuation Review process are satisfied, including collaborative compilation of the PDR report and review by relevant shared governance bodies. If an accelerated program discontinuation review process will result in the termination of DUCFFT bargaining unit members, the administration must include a statement in the PDR to demonstrate how the termination of those members is intended to prevent the university from experiencing financial exigency.

The VPAA may only invoke the accelerated program discontinuation review process when the following conditions are present, an explanation of which shall be set forth in the Phase one (I) (section 5.1) initiation documentation by the VPAA:

- a. An inability to deliver the program consistent with accreditation or regulatory requirements; or
- b. A program or department has a negative gross margin; and both of the following conditions are present:
 - i. The University has a structural operating deficit (defined as a net decrease from operations as defined in the statement of earnings) in the prior and

- current fiscal year (the current year shall mean the initiation of the accelerated program discontinuation review process); and
- ii. The University has an FSA rating of 1.5 or less in the most recent fiscal year for which the FSA score has been calculated.

For the purposes of this section, gross margin shall mean the program grant and net tuition revenue adjusted for core curriculum allocations less direct departmental costs, as calculated by the University's VPFA. Data provided to justify a negative gross margin must be accurate. Should significant errors be discovered in the quantitative data (i.e., estimates of costs, revenue, margins, or enrollments that are off by more than 25% of the total estimate), and such errors would affect the outcome, the program discontinuation review will be suspended. Administration, in collaboration with the Chairs/Directors, will correct and verify the new quantitative data prior to resuming the Program Discontinuation Review Process.

It is not the responsibility of program chairs/directors to facilitate the correction of inaccurate data provided by the administration, though their input may be requested.

Under the accelerated Program Discontinuation Review Process, the Review and Feedback phases must be completed within three months after the initiation of Phase one (I) of the Program Discontinuation Process by the appropriate Dean(s) and/or VPAA, after a documented consultation with the chair and program full-time faculty members as appropriate.

Like the regular program discontinuation review timeline, program discontinuation review of nine (9)-month programs must be initiated during the academic year and, per Article 13, nine (9)-month DUCFFT bargaining unit members must not be compelled to engage in report writing or review during the summer break. The Approval phase must be completed no later than six months after initiation of Phase one (I), for Board of Trustees' approval. The Announcement phase will follow the approval by the Board of Trustees. Upon approval by the Board of Trustees, notices to impacted DUCFFT bargaining unit members may be issued pursuant to the notice requirements established by this Article.

5.4. Other Forms of Program Modifications and Types of Retrenchment

5.4.1. New Programs

For the purposes of this policy, a new program is one in which no courses have started. New programs are not subject to either the regular or accelerated program discontinuation review process and actions related to them shall be analyzed under this section.

5.4.2. Terminating or Pausing the Launch of a New Program Not Resulting in Termination of Bargaining Unit Members

A new program must have clearly stated enrollment targets and financial metrics. If the new program has not met these targets, no later than thirty (30) days prior to the first day of the first term for the new program, the new program offering may be paused or terminated by the VPAAs.

Impacted bargaining unit members will be reassigned to courses for which they are qualified. In the event that the launch of a new program is suspended, and the suspension does not result in the termination of any DUCFFT bargaining unit members, the parties may request to meet and confer to bargain over the effects of the University's decision on impacted bargaining unit members consistent with the requirements for effects bargaining article of the CBA.

5.4.3. Terminating or Pausing the Launch of a New Program Resulting in Termination of Bargaining Unit Members

A new program must have clearly stated enrollment targets and financial metrics. If the new program has not met these targets, no later than thirty (30) days prior to the first day of the first term for the new program, the new program offering will be paused or terminated. Impacted DUCFFT bargaining unit members will be reassigned to courses for which they are qualified. If it is necessary to terminate a DUCFFT bargaining unit member as a result of pausing or terminating a new program because they cannot be reassigned to another program due to lack of qualifications or lack of work, nor provided with administrative duties, the terminated DUCFFT bargaining unit member shall be provided notice and rights consistent with those that they would have received if they had been terminated pursuant to the accelerated program review process, as set forth in this Article.

5.4.4. Retrenchment without Program Closures

If a program experiences significant enrollment declines, defined as a drop in enrollment of 50% or more compared to the average enrollment over the previous three academic years, but will remain in place as an ongoing program and one or more DUCFFT bargaining unit members in that program must be terminated because they cannot be reassigned to another program due to lack of qualifications or lack of work, nor provided with administrative duties, the terminated DUCFFT bargaining unit member shall be provided notice and rights consistent with those that they would have received if they had been terminated pursuant to the accelerated program review process, as set forth in this Article. This process shall not apply to the library.

5.4.5. Program Closures Not Resulting in Termination

There may be an instance in which the closure of a program under the program discontinuation review process or accelerated program discontinuation review process does not result in termination of any DUCFFT bargaining unit member because the impacted DUCFFT bargaining unit member may be reassigned. In such instances, upon the discontinuation of their program, reassigned bargaining unit members will be issued new or modified contracts tying their employment to an existing program. For avoidance of doubt, the termination and subsequent notice provisions shall not be invoked.

5.4.6. Retrenchment Due to Financial Exigency

If the financial condition of the University warrants the declaration of a state of financial exigency — a state in which a balanced budget can reasonably be achieved only by termination of DUCFFT bargaining unit members, or termination or contraction of academic programs (which shall not trigger the above program review process), it may become necessary to terminate one or more (1+) DUCFFT bargaining unit members due to financial exigency. Following a formal declaration of financial exigency by the Board of Trustees, they shall receive notice and rights as set forth in this policy.

6. Notice of Termination Requirements

If any of these conditions arises and it becomes necessary to terminate DUCFFT bargaining unit member(s), the President, through the VPAA, will inform the Faculty Forum Chair and the Union President of their decision, disclosing the reasons for the decision and reviewing the data on which the decision was based. The VPAA will then inform the Dean and Chair/Director of the program at issue and the affected DUCFFT bargaining unit member(s) of the decision. The VPAA will also simultaneously inform DUCFFT when the bargaining unit member is notified.

A bargaining unit member may only be separated from the University as set forth in this Article or any other applicable Article in this CBA. In any circumstance in which termination of a DUCFFT bargaining unit member is being implemented under the procedures established by this policy the University shall provide the following minimum notice periods:

- The following DUCFFT bargaining unit members shall receive eighteen (18) months' notice prior to the effective date of termination: tenured faculty, senior librarians, and associate term professors with at least 12 years of service.
- All other DUCFFT bargaining unit members shall receive twelve (12) months' notice prior to the effective date of termination.

- If the University fails to provide the relevant amount of notice of termination that is required under this Article, the DUCFFT bargaining unit member shall be entitled to receive their base salary and the employer contribution to health benefits that would have been in effect if they had received the required amount of notice. Health benefits shall be provided consistent with plan eligibility then in effect. If the plan does not allow eligibility, the DUCFFT bargaining unit member shall receive a COBRA contribution in a dollar amount equal to the employer's contribution to health benefits that the DUCFFT bargaining unit member would have been entitled to receive while actively employed.

With the understanding that at Dominican University of California, tenure is to the institution and not to the department or school, following the notice of termination to a DUCFFT bargaining unit member who has served for at least three years, the Director of Human Resources, the VPAA and the Dean will be responsible for exploring opportunities within the University for any affected DUCFFT bargaining unit member, including the possibility of alternative appointment or retraining for other academic units and programs, including in an administrative capacity. If an appropriate vacancy exists and the DUCFFT bargaining unit member is qualified, they will receive preference for the position; if not, and retraining for another position within the University seems feasible, the University will pay a portion of the cost of such retraining. If they choose, the DUCFFT bargaining unit member terminated may choose a union representative to serve as an advocate. The tasks of the advocate will be to ensure that the stated process is followed and to explore alternatives to termination, if feasible.

7. Layoff Order

7.1 Specific Expertise Necessary

There may be cases when a program experiences a reduction in size, due to lower enrollment or other reasons, such as reduced curricular offerings, in which the decision regarding the DUCFFT bargaining unit member(s) to be terminated will be based upon the expertise most needed in the reduced program, prior to invocation of the order of layoffs set forth below. In such cases, "expertise" will be determined in the following manner: the administration will send a written request to PREC to determine the expertise of the affected DUCFFT bargaining unit members, along with a description of the needed expertise and a list of projected course offerings for the program in question for the subsequent three years. PREC will alert the affected bargaining unit members within five (5) business days of receiving the request from the administration. The affected bargaining unit members will then have fourteen (14) business days to submit a current curriculum vita, including an enumeration of previously taught courses, to PREC. Based on these materials, PREC will propose and vote on a rank order for the affected bargaining unit members in terms of expertise. The rank ordering must be approved by PREC by a simple majority vote,

and the results of that vote communicated in written form, to the administration and to the candidates, within fourteen (14) business days of receiving the above listed materials from all affected bargaining unit members. The administration shall then make whatever reductions are necessary, beginning with the bargaining unit member who is ranked last and working in order up the ranking.

The administration shall not be present in PREC during discussion or voting of the rank order. Neither shall any faculty members in the same department/division as a potentially affected DUCFFT bargaining unit member, or any DUCFFT elected officers who are serving on PREC during the assessment of expertise. Those shall recuse themselves from both the discussion and the vote.

7.2. General Order of Layoffs & Resolving Seniority

In general, however, with the exception of librarians, the following order will apply:

- DUCFFT Term faculty, by order of years in service, such that members with the least year of service will be the first to be terminated;
- Untenured DUCFFT bargaining unit members, by order of years in service, such that members with the least years of service will be the first to be terminated;
- Tenured DUCFFT bargaining unit members by order of years in service, such that members with the least years of service will be the first to be terminated.

Librarians shall be terminated by order of years in service, such that members with the least years of service will be the first to be terminated.

In cases where multiple bargaining unit members with equivalent years of service are being considered for termination under this Article, the following process will be used:

1. The affected bargaining unit members with equal years of service will meet in-person, along with the president of DUCFFT and a representative from the administration.
2. Each affected bargaining unit member will confidentially write their name and a number between one (1) and one thousand (1,000) on a slip of paper and hand them to the DUCFFT President.
3. After the DUCFFT President has all the slips of paper, they will reveal the affected bargaining unit members' chosen numbers to all present, and the affected faculty members will confirm their numbers.
4. The president of DUCFFT will then use the "=randbetween(1,1000)" function in Excel to select a random number between one (1) and one thousand (1,000).

5. Affected bargaining unit members will be terminated beginning with the bargaining unit member whose number is furthest from the random number selected by Excel.

In the case of a tie, the process will be repeated between the affected bargaining unit members involved in the tie.

8. Recall Rights

Recalled tenured DUCFFT bargaining unit members shall have tenure and rank continued but shall not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured DUCFFT bargaining unit members shall have rank continued but shall not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

A terminated DUCFFT bargaining unit member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within thirty (30) days of such notice, the DUCFFT bargaining unit member who has responded within the required twenty (20) days shall have the option to return for the semester after the one scheduled to begin within thirty (30) days of such notice, provided courses are still available, and the University shall have the right to hire adjunct faculty until their return.

Any bargaining unit member who is recalled under this policy shall have all rights restored as provided by this CBA.

9. Grievance and Arbitration

The policies and procedures in this Article related to retrenchment and program discontinuation are not subject to the Grievance and Arbitration procedure established in this CBA unless the grievance is that:

1. The University acted arbitrarily and capriciously in carrying out this Article or
2. That the University committed procedural error(s) that substantially impacted the outcome.

ARTICLE 35 – ARTIFICIAL INTELLIGENCE

I. Introduction

The University shall only provide, recommend, or approve the use of technology tools (such as email, word processing, statistical software, or learning management systems) which have privacy policies and security features which are aligned with the University's minimum data security requirements. DUCFFT bargaining unit members shall not be liable for privacy or security failures of external tools they use at the recommendation of the University.

The University may, from time to time, publish a list of vetted and approved software products or tools by third parties for review and use by DUCFFT bargaining unit members. The University's IT department may also, from time to time, adjust its internal policies, including its security requirements. If such changes are made, they shall be communicated to the Dominican community, including DUCFFT bargaining unit members, as necessary and appropriate but shall not be subject to bargaining.

DUCFFT bargaining unit members shall make their best efforts to first consult the list of approved tools before using unapproved technology to conduct University related work. If a DUCFFT bargaining unit member chooses, however, to use third-party Artificial Intelligence (AI) tools not provided by Dominican, it is the joint responsibility of the DUCFFT bargaining unit member and the University to ensure that any use of these tools aligns with the University's policies and mission, protects student rights, and maintains academic and professional integrity. DUCFFT bargaining unit members are encouraged to share any unapproved AI tools, browser extensions, or software with Dominican's IT department for security review. For purposes of this article, AI refers to both traditional and generative AI.

Traditional AI is technology that is used to analyze data that already exists. Examples of traditional AI tools include:

- Transcript generation tools
- Automated note-taking applications/extensions
- Virtual Assistants
- Plagiarism or AI detection tools

Generative AI is technology which uses machine learning models to generate brand new content and data. Examples of generative AI tools include:

- Google's Gemini
- DALL-E
- ChatGPT

II. Appropriate Use of Artificial Intelligence

The University acknowledges that DUCFFT bargaining unit members may use third-party AI tools to enhance teaching, research, and administrative tasks, provided that:

- AI is used as a supplement to the DUCFFT bargaining unit members' personal effort, judgment, and discretion, and not as a substitute for professional expertise;
- AI-generated content is critically evaluated for accuracy, reliability, and unsubstantiated bias;
- AI tools do not compromise Dominican's commitment to academic integrity and originality;
- DUCFFT bargaining unit members maintain compliance with applicable laws, University policies governing technology, and the terms and conditions of this Collective Bargaining Agreement, including Article 11, *Intellectual Property*, and Section IV, Confidentiality and Data Security, below.

As such, AI shall not be used to eliminate, replace, or result in the layoff of any bargaining unit position.

III. Required Disclosures

When using AI in academic settings, DUCFFT bargaining unit members must:

- Clearly disclose to students when AI tools are used in course materials, assessments, or communication;
- Disclose their use of AI for the purpose of grading, feedback, or other evaluative processes, and provide students with an option to opt-out. However, students may not opt out of the submission of their work to Turnitin or future university approved and LMS embedded plagiarism or AI detection tools;
- Include disclaimers when presenting AI-generated content to differentiate it from human-created material.

IV. Confidentiality and Data Security

DUCFFT bargaining unit members should presume that any AI tools they utilize that are not provided or suggested to them or embedded in tools being provided to them by Dominican IT services are owned by third parties which have access to the data being entered into their AI tools. Therefore, DUCFFT bargaining unit members should be mindful to not inadvertently enter confidential or legally protected data into third party AI tools. DUCFFT bargaining unit members should note that their obligation to maintain the confidentiality of protected, personal information remains regardless of the setting in which the individual utilizes the AI.

DUCFFT bargaining unit members must prioritize the confidentiality of student information, sensitive University information, confidential personnel information, and any other information which a Dominican employee should reasonably know is sensitive, when utilizing AI tools. To do

this, DUCFFT bargaining unit members are expected to do the following when using third-party AI tools not provided by Dominican IT for work related duties:

- Never input sensitive or personally identifiable information into AI systems;
 - This includes both direct and indirect FERPA-protected personally identifiable information (PII) which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. This can include: students' transcripts, grades, and class schedules, information on their family members, information on immigration status, and similar information which could allow a third party to identify the student;
 - This includes both direct and indirect HIPAA-protected health information (PHI) which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. This can include: demographic data, information that relates to: the individual's past, present or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual, and individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number);
- Review the privacy settings on individual AI tools and enable the maximum security settings available;
- Discovery of entries of legally protected personal data in AI platforms by a DUCFFT bargaining unit member shall be considered a violation of the DUCFFT bargaining unit member's professional and ethical duties, as well as a violation of University policy which may result in immediate disciplinary action pursuant to Article 26, *Just Cause, Discipline, Personnel Files*.

V. Training and Support for AI

To promote the effective and ethical use of AI, Dominican will:

- Provide regular training sessions for DUCFFT bargaining unit members on AI technologies, including their potential benefits, limitations, and ethical considerations.
- Regularly monitor developments in AI technology and provide notice to DUCFFT bargaining unit members regarding best practices for use of AI.
- Include disclosure language regarding use of AI in its annual FERPA notice to students.

VI. Accountability and Compliance

DUCFFT bargaining unit members are responsible for ensuring their use of AI does not infringe on the rights of any third party, including students, and complies with this Article and the University's mission. DUCFFT bargaining unit members are encouraged to report concerns or incidents involving the misuse of AI to the office of Academic Affairs.

Signature Page**The undersigned below hereby agree to the above terms.****FOR CFT:**

Signed by:

*Dr. Veronica Fruitt*Veronica Fruitt
Union President

6/17/2025

Date

DocuSigned by:

*Ethan Annis*06361F11722848F...
Ethan Annis

6/16/2025

Date

Signed by:

*Thomas Cavanagh*5688178A379845E...
Thomas Cavanagh

6/17/2025

Date

Signed by:

*Amy Gilbert*724F049DA8CD443...
Amy Gilbert

6/16/2025

Date

DocuSigned by:

*Dr. Rafael Romo*27CCD9EBE6AA440...
Rafael Romo

6/18/2025

Date

**FOR DOMINICAN
UNIVERSITY OF
CALIFORNIA**

DocuSigned by:

*Natasha Baker*18E9AD978FB44BF...
Natasha Baker
Chief Negotiator

6/16/2025

Date

Signed by:

*Mojgan Behmand*5C4BC56503E944E...
Mojgan Behmand
VPAA

6/16/2025

Date

DocuSigned by:

*Justina Yassa*903F76DD7348497...
Justina Yassa

6/16/2025

Date