



MURIEL BOWSER
MAYOR

June 2, 2025

Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

Enclosed for consideration and adoption by the Council of the District of Columbia are the "Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association Emergency Approval Resolution of 2025" and an accompanying emergency declaration resolution.

The Ninth Master Agreement between the University of the District of Columbia ("UDC") and the UDC Faculty Association was approved by the UDC Board of Trustees on December 3, 2025, and covers the period of October 1, 2022, through September 30, 2025. The agreement includes a new salary structure for Fiscal Year 2025; a 3% cost-of-living adjustment for Fiscal Year 2025; Fiscal Year 2022, 2023, and 2024 promotion catch-up payments for eligible bargaining unit members; and continuity pay adjustments based on years of service.

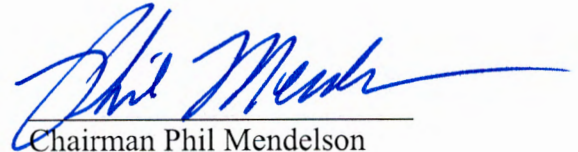
If you have any questions regarding this legislation or the collective bargaining agreement, please contact Avis Russell, General Counsel, UDC, at (202) 339-1082 or avis.russell@udc.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".

Muriel Bowser

Enclosed


Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, the negotiated compensation matters contained in the ninth master collective bargaining agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association and the associated salary schedule.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association Emergency Approval Resolution of 2025".

Sec. 2. Pursuant to sections 1105, 1106, 1111(i)(8), 1715(a), and 1717(i)(1) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code §§ 1-611.05, 1-611.06, 1-611.11(i)(8), 1-617.15(a), and 1-617.17(i)(1)), the Council approves the negotiated compensation matters contained in the Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association, effective October 1, 2022, through September 30, 2025, and the associated salary schedule, which were transmitted by the Mayor to the Council on May __, 2025.

34 Sec. 3. Transmittal.

35 The Council shall transmit a copy of this resolution, upon its adoption, each to the
36 Mayor, the President of the University of the District of Columbia, and the Chairperson
37 of the Board of Trustees of the University of the District of Columbia.

38 Sec. 4. Fiscal impact statement.

39 The Council adopts the fiscal impact statement of the Chief Financial Officer as
40 the fiscal impact statement required by section 4a of the General Legislative Procedures
41 Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-
42 301.47a).

43 Sec. 5. Effective date.

44 This resolution shall take effect immediately.

Government of the District of Columbia
Office of the Chief Financial Officer



Glen Lee
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Glen Lee
Chief Financial Officer

DATE: May 21, 2025

SUBJECT: Fiscal Impact Statement – The Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association Emergency Approval Resolution of 2025

REFERENCE: Draft Resolution as provided to the Office of Revenue Analysis on April 2, 2025

Conclusion

Funds are sufficient in the fiscal year 2025 through fiscal year 2028 budget and financial plan to implement the bill. The resolution approves a labor agreement between the University of the District of Columbia (UDC) and its faculty association. The agreement will cost UDC \$3.8 million in fiscal year 2025 and a total of \$14.8 million over the financial plan. UDC can absorb the cost of the agreement within its approved budget and within the subsidy included for UDC in the District's approved budget and financial plan.

Background

The agreement affects compensation and working conditions for approximately 214 UDC faculty members. It is in effect from October 1, 2022 through September 30, 2025.

The agreement consolidates salary bands from the previous approved agreement, applies salary bands to all disciplines, establishes new pay band minimum and maximum salaries by faculty rank, and establishes differential pay band markers by discipline and professional accreditor credentialing requirements.

The Honorable Phil Mendelson

FIS: "The Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association Emergency Approval Resolution of 2025", Draft resolution as provided to the Office of Revenue Analysis on April 2, 2025

Faculty Rank	Discipline Group	Minimum Salary	Maximum Salary
Professor	A	98,000	156,656
Professor	B	122,913	185,530
Associate Professor	A	88,000	131,146
Associate Professor	B	106,680	162,339
Assistant Professor	A	79,000	109,114
Assistant Professor	B	95,084	143,786
Instructor	A	72,000	94,040
Instructor	B	81,169	122,913

Discipline group B includes the faculties of accounting, biomedical engineering, business management, civil engineering, computer science, electrical engineering, finance, information technology, management information systems, marketing and mechanical engineering. Discipline group A encompasses all other faculties.

The agreement includes cost of living adjustments. For faculty hired prior to January 1, 2024, there will be a 3% salary increase in fiscal year 2025.

The agreement also includes a "continuity pay adjustment." The continuity pay adjustment provides for longevity-based salary increases in fiscal year 2025 ranging from 1.5% to 7.5% depending on years of service as a bargaining unit member:

Years of service	Pay adjustment
21+	7.5%
10-20	5.0%
4-9	4.0%
2-3	2.0%
1	1.5%

The agreement provides for promotion "catch-up" pay increases. For members promoted during fiscal year 2024, a salary increase of 12% shall be provided beginning in fiscal year 2025. For members promoted in fiscal year 2022 or 2023 with a minimum promotion of 10% of salary, a catch-up pay increase of 2% shall be provided beginning in fiscal year 2025.

The agreement also provides that management will review all salaries for internal and external pay discrepancies and, after sharing decisions and justifications with the faculty association, provide for equity adjustments.

Finally, the agreement updates required workload responsibilities, including teaching, research, and other responsibilities. The new agreement provides for specific teaching workloads by faculty rank, including 21 teaching credit hours per year for Instructors, 21 teaching and supervision hours for Clinical Instructors, and 18 teaching credit hours for all other faculty ranks. Additional workload credits are assigned per rank and function for professional activities, advising, scholarship, etc, and the agreement provides for a maximum of 24 workload credits for all responsibilities. Teaching assignments beyond the outlined teaching credit hours must be compensated at a rate of \$2,000 per credit.

The Honorable Phil Mendelson

FIS: "The Ninth Master Agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association/National Education Association Emergency Approval Resolution of 2025", Draft resolution as provided to the Office of Revenue Analysis on April 2, 2025

Financial Plan Impact

Funds are sufficient in the fiscal year 2025 through fiscal year 2028 budget and financial plan to implement the bill. The resolution approves a labor agreement between the University of the District of Columbia (UDC) and its faculty association. The agreement will cost UDC \$3.8 million in fiscal year 2025 and a total of \$14.8 million over the financial plan. UDC can absorb the cost of the agreement within its approved budget and within the subsidy included for UDC in the District's approved budget and financial plan.

Applying the agreement's minimum and maximum salary bands will increase salary and fringe costs by approximately \$1.4 million annually. The 3% cost of living adjustment will cost approximately \$591,000 annually; continuity pay adjustments will cost about \$810,000 annually; and promotion catch-ups will cost about \$176,000 annually. UDC is also setting aside a discretionary equity adjustment pool for \$687,000 of salary and fringe costs that may be incurred upon management review of salaries for pay discrepancies. In total, the agreement's compensation provisions will cost \$3,675,000 annually beginning in fiscal year 2025 and a total of \$14.7 million over the four-year financial plan.

The agreement's updated workload responsibilities are expected to increase UDC's costs for compensating faculty for higher teaching loads carried in fiscal year 2025, by a total of \$128,000. Starting in fiscal year 2026, UDC will need to consolidate course offerings so faculty members will not teach more than the agreement's outlined workload and no additional compensation amounts will be incurred.

Cost of the Ninth Master Agreement between UDC and the UDC Faculty Association/National Education Association, effective FY22 – FY25					
(\$ in thousands)					
	FY 2025	FY 2026	FY 2027	FY 2028	Total
Application of Minimum and Maximum Salary Bands	\$1,410	\$1,410	\$1,410	\$1,410	\$5,641
3% Cost of Living Adjustment	\$591	\$591	\$591	\$591	\$2,365
Continuity Pay Adjustment	\$810	\$810	\$810	\$810	\$3,240
Promotion Catch-ups	\$176	\$176	\$176	\$176	\$706
Discretionary Equity Adjustment Pool	\$687	\$687	\$687	\$687	\$2,747
Subtotal, Compensation Provisions	\$3,675	\$3,675	\$3,675	\$3,675	\$14,699
Workload Provisions	\$128	\$0	\$0	\$0	\$128
Total costs of the agreement	\$3,803	\$3,675	\$3,675	\$3,675	\$14,827

Table Notes

- All costs include fringe rate of 26% of salary

NINTH MASTER AGREEMENT BETWEEN
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
AND
UNIVERSITY OF THE DISTRICT OF COLUMBIA
FACULTY ASSOCIATION/NEA
EFFECTIVE October 1, 2022 THROUGH September 30, 2025

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ARTICLE 1 - AGREEMENT

This agreement (“Agreement”) is made between the University of the District of Columbia Faculty Association/National Education Association (“Association” or “Faculty Association”) and the Board of Trustees of the University of the District of Columbia (“University” or “UDC”).

ARTICLE 2 - PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment for faculty represented by the Association and negotiated by the parties. The intent of the parties to this Agreement is to affirm their mutual belief in good faith collective bargaining which gives legitimate expression to the concerns of faculty regarding terms and conditions of employment.

It is also the intent of the parties to promote the quality and effectiveness of education at UDC and to maintain the highest possible standards of academic excellence in all phases of instruction, research, and service. It is recognized by the parties that mutual benefits are to be derived from the continued improvement of UDC. The parties concur that these objectives are facilitated by the amicable adjustment of matters of common interest.

ARTICLE 3 - AGREEMENT SUPERSEDES

Unless otherwise expressly provided herein, this Agreement supersedes all previous agreements, understandings, policies, and prior practices governing subjects included within this Agreement.

ARTICLE 4 - SCOPE OF UNIT

As certified by the District of Columbia Board of Labor Relations, case number 8R012, the employees who make up the Bargaining Unit are: All full-time faculty employees holding a permanent appointment paid from appropriated funds, including librarians/media specialists, of the University of the District of Columbia, excluding any management official, confidential employee, supervisor or employee engaged in personnel work in other than a purely clerical capacity.

Despite the foregoing, the Bargaining Unit does not include any employees of the School of Law, including faculty.

ARTICLE 5 - EXCLUSIVITY

The University recognizes the Association as the sole and exclusive bargaining agent for all Bargaining Unit members in the Bargaining Unit, collectively and individually, as described in Article 4, Scope of Unit.

ARTICLE 6 - DEFINITIONS

As used in this Agreement, unless otherwise specified:

1. “Bargaining Unit” or “Unit” means UDC faculty employees in the unit certified by the District of Columbia Board of Labor Relations or its successor, for the purpose of collective bargaining.
2. “Board” means the University’s Board of Trustees.
3. “Chair” means the head of the Department or Division, or, where there is no Department or Division, a first line non-Bargaining Unit manager.
4. “Collective Bargaining Agreement” or “this Agreement” means all of the definitions, provisions, terms and conditions set forth in this contract, including any appendices thereto, and any subsequent modifications, supplements or amendments, agreed upon by the University and the Association in writing and signed by authorized representatives of both parties.
5. “College” or “School” means the designated second level of the University’s academic administrative organization.
6. “Consult” means to discuss or share information without the legal connotation of a duty to bargain.
7. “Day” means calendar day unless it is specifically identified as a working day. “Working day” means a day when classes or examinations are scheduled and held in accordance with the official Academic calendar of the University, excluding Saturdays and Sundays.
8. “Department” or “Division” means the designated first level of the University’s academic administrative organization within a College or School or within the Learning Resources Division (“LRD”).
9. “FTE” means Full Time Equivalent.

ARTICLE 7 - ASSOCIATION RIGHTS

A. Meetings of the Board of Trustees

1. Provided a one (1) day notice is given to the Board, the President of the Association or an authorized designee shall have the right to speak at Board meetings on any issue pending before the Board relating to the terms and conditions of employment of Bargaining Unit members. If the meeting is not open to the public, the Association representative shall only be present to make the presentation and answer any questions.

2. Not less than ten (10) days prior to a scheduled meeting of the Board, the Association may, in a written communication addressed to the Chair of the Board, propose for inclusion on the Board meeting agenda, items affecting the terms and conditions of employment of members of the Bargaining Unit, and the Board will make a good faith effort to include such items on the agenda. Notwithstanding the foregoing, the parties acknowledge that the inclusion of any item on a Board meeting agenda is solely at the discretion of the Board, and the failure of the Board to include any item proposed by the Association, or to take up such item at a meeting, shall not be grievable or arbitrable, and thus shall not be subject to the grievance and arbitration procedure referenced in Article 9.
 3. UDC shall send to the Association and Association Board liaison, via electronic mail, copies of the agenda packet (specifically the agenda, minutes of previous meeting, reports received in advance of Board meeting, and resolutions with supporting documents) of all public full Board of Trustees meetings. Board resolutions are posted on the University's website.
- B. A Bargaining Unit member may bring a matter of personal concern through the Association to the attention of the person designated by the President for the receipt of communications from the Association concerning this Agreement. Except by mutual agreement of the parties, an appropriate response shall be made within fifteen (15) working days or less.
- C. A Bargaining Unit member shall be free from unwarranted interference or harassment in the performance of an authorized duties. Members of the University shall be free from unwarranted interference or harassment by the Association and any of its representatives.
- D. Recognizing that the Association has a need to conduct continuing business with the University on behalf of its Bargaining Unit members, the University will:
1. Make available to the Association adequate and secure space for an office on the Van Ness campus. The Union shall retain the offices it currently uses subject to the University's right to allocate space based on business necessity; if the University displaces the Association from its current offices, the University will provide equivalent space elsewhere on the Van Ness Campus. Beyond that, the Union may reserve a larger room for larger meetings.
 2. Release the Association President from three courses per academic year (one-half the annual teaching load as specified in Article 17, Workload) and the Association Vice President from two courses per academic year (one-third of the annual teaching load as specified in Article 17, Workload). The Association may purchase the release from teaching for up to two (2) FTE Association representatives per academic year at the part-time rate for Assistant Professor appointments. Written notification of intent to purchase such release and the individuals to be released must be provided to the Chief Academic Officer not later than November 15 for the spring semester and May 15 for the fall semester.
- E. The University President shall meet every other month with the Association President to discuss

matters of mutual concern. Agenda items shall be mutually exchanged no less than five (5) working days prior to the meeting. The University President and Association President shall also meet to discuss emergency matters.

The University President shall designate a person(s) to meet monthly with the Association to discuss issues of mutual concern.

- F. Each Bargaining Unit member has the right to ready access to any and all policies affecting working conditions. The University shall make available all new and revised policies on the University website. The University shall notify all Bargaining Unit members of any changes at least two weeks prior to the effective date of the change.
- G. Bargaining Unit members will be given reasonable access to their offices and laboratories, but the University may close buildings or deny such access when necessary for reasons related to security and efficient operations.

The University, after consultation with the Association, may set non-uniform rules and procedures for access to different facilities based on the particular administrative, physical, and security problems posed.

- H. The Association shall have access to annual financial reports, audits and budgets of the University, and to other information, statistics, and financial data related to the Bargaining Unit as may be necessary for the Association to properly perform its functions as the exclusive representative of Bargaining Unit members in negotiations and in the administration of this Agreement. The University shall make such information available upon request; provided, however, that audits need not be made available unless they are final, external audits, and further provided that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personnel information concerning a Bargaining Unit member who has not authorized disclosure of the information to the Association, or (iii) University communications of a confidential nature. The Association shall be provided with a copy of the annual budget call materials, the University's budget proposal when it is submitted to the Board, and the University's budget proposal when it is submitted to the District of Columbia Government.
- I. At the time of issuance of notice of any proposed adverse or disciplinary action against a Bargaining Unit member, the Association shall also be provided notice.
- J. A copy of any written communication affecting the terms or conditions of employment of any class or category of Bargaining Unit members that is sent by the University to more than one member of the Bargaining Unit shall be sent to the Association.
- K. Polling or surveying of Bargaining Unit employees regarding terms and conditions of employment referenced in this Agreement will not be conducted by the University without the prior consent of the Association.

- L. No later than October 30 and February 28, the University shall transmit to the Association in writing, either electronically or via mail, a list of names, work addresses, work telephone numbers, University e-mail addresses, Department or Division, rank, and salary of all Bargaining Unit members, as shown in the records of the University. Any additions, deletions, or modifications to the above listing shall be updated quarterly and submitted to the Association.
- M. The University's website shall provide basic information about the Association and a link to the Association's website.
- N. Duly authorized personnel of the Association shall be permitted to conduct regular Association meetings and transact Association business on University property during operating hours and with reasonable notice, provided such business does not interfere with the normal operations of the University.
- O. The Association shall have normal access to the University's interoffice mail services, e-mail directed to members of the Bargaining Unit for official communications, provided that this Section shall not obligate the University to carry Association communications on any post route, or from one place to another between which the mail is not regularly carried, or as otherwise limited by law.
- P. The Association shall be provided a total of two (2) reserved year-round parking spaces, purchased by the Association at the discounted faculty rate, as referenced in Article 18 (Compensation), Section F, in the University's Van Ness garage. Each parking permit, with an appropriate tag, shall be valid for parking at all University parking facilities, provided that space is available. The Faculty Association shall have two reserved parking spaces (in addition to the ten (10) faculty parking spaces) at the Lamond-Riggs parking facility. The second Association spot may be used by any Bargaining Unit member if unused by an Association official.

ARTICLE 8 - DUES DEDUCTION

- A. Employees may authorize union dues deductions directly through the District Government's automated PeopleSoft system. The University and the Association shall collaborate to implement the automated system and over time, seek to add enhanced features, including but not limited to initiation fees and political action contributions (PAC).
- B. Deducted dues will be remitted to the Association in accordance with the payroll schedules established by the District Government, Office of Pay and Retirement Services.
- C. The University agrees to facilitate resolution of any errors upon notice by the Association.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

A. DEFINITIONS

1. A grievance is a formal written complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement.
2. "Parties in interest" shall mean any member of the Bargaining Unit or University who may be party to a grievance.
3. "Business days" as it relates to this Article shall be exclusive of Saturdays, Sundays, holidays, and full day administrative closures. For purposes of this Article only, a business day concludes at 11:59 p.m.

B. INTENT

1. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance. The parties agree that any informal resolution that results in an adjustment being made by the University shall not constitute precedent in any later discussion or proceeding involving a similar issue.
2. The parties recognize and endorse the importance of establishing a prompt, just, and efficient mechanism for the orderly resolution of grievances that may arise during the term of this Agreement. Both parties agree that grievance proceedings will be kept confidential at all levels of the procedure. The processes hereinafter set will be the sole method used for the resolution of all grievances.
3. All members of the Bargaining Unit shall use this procedure when filing a grievance on matters covered in this Agreement.
4. Decisions regarding tenure, non-renewal of the annual contract of a probationary Bargaining Unit member as defined in Article 14 - UNIVERSITY TENURE, or to discharge a probationary Bargaining Unit member shall not be subject to the grievance and arbitration process.
5. Information Requests
 - (a) In order to effect a prompt and efficient resolution of grievances, the parties shall make available information reasonably necessary to process the grievance, provided, however, that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personnel information concerning a Bargaining Unit member who has not authorized disclosure of the information, or (iii) internal University communications of a confidential nature.
 - (b) If the University contends that a request for information concerns an individual

other than the grievant or concerns a policy or practice not central to the grievance, the Association will be required to demonstrate the relevance of the request for information.

C. TIME LIMITS AND PROCEDURE

1. All initial grievances under this Article must be presented to the University within fifteen (15) business days after the occurrence of the events on which the grievance is based, or within fifteen (15) business days of when the grievant, with the exercise of reasonable diligence, knew or should have known of the occurrence of the events. Unless an extension has been mutually agreed to in writing, failure to file within this time period shall result in waiver of any such grievance.
2. Any grievance must be received by 11:59 p.m. to be considered filed as of that business day.
3. The time limits specified in this Article shall be adhered to in all respects and may be waived only by mutual agreement of the parties in writing.
4. Time periods provided for each level of appeal shall begin on the day following receipt by the parties of the written decision or the expiration of the period of review at the prior level, whichever is earlier.
5. Failure by the University (or the Association, in the case of a grievance filed on behalf of the University) to respond at any of the aforementioned steps within the time designated shall permit the grievance to be moved to the next step of the grievance procedure.
6. Failure by the party filing the grievance to take action as required within the time specified shall result in the grievance being deemed withdrawn and not being subject to any provisions of this Article, including arbitration.
7. The Official Grievance Form, [Form G-1 in Appendix A](#), shall be used in filing any grievance (except for a grievance filed by the University), and shall be filed through the Association office to the appropriate University official.
8. A grievance may be filed by the University or the Association, either on behalf of a Bargaining Unit member or on behalf of the Association.
9. All grievances and appeals shall be filed electronically, with one copy to the lowest level at which the grievance can be resolved, one copy to the Association, and one copy to the University's Office of Human Resources as custodian of records.
10. A grievance against a Dean shall be initially filed at Step Three.
11. A grievance involving the discharge of a Bargaining Unit member shall be filed initially

at Step Three.

12. For the purpose of this Article the levels of administrative authority are as follows in ascending order: (i) Department/Division Chair; (ii) Dean; and (iii) Chief Academic Officer. Prior to serving the University with written notice of an intent to arbitrate, the Association may seek review of the grievance by the University's President, who may (but is not required to) consider the Association's request for review.
13. Every effort shall be made by both parties to resolve the matter informally.
14. The following steps shall be followed in the processing of grievances:
 - (a) Step One: Department/Division Chair
Within fifteen (15) business days of the filing of the grievance, a meeting shall take place with the Bargaining Unit member's Chair for the purpose of resolving the grievance. If the grievance is not resolved satisfactorily at this level, the grievance may proceed to Step Two. The Chair shall respond in writing to the grievance within ten (10) business days of the date of the meeting with the Bargaining Unit member.
 - (b) Step Two: Dean
If the grievance is not resolved at Step One, and if the Association deems the grievance meritorious, the Association may present the grievance to the Dean or Director of the Bargaining Unit member's College or School or an authorized designee. The Association must present the grievance within five (5) business days of the date of the Step One meeting or the expiration of ten (10) business days of the date of the Step One meeting if the Chair failed to render a decision at Step One. The Dean (or authorized designee) shall respond in writing to the grievance within ten (10) business days of the date the grievance was presented to him/her.
 - (c) Step Three: Chief Academic Officer
If the grievance is not resolved at Step Two, or if the Dean (or an authorized designee) fails to provide a written response to the grievance within ten (10) business days of the grievance being presented to him/her, the Association may present the grievance to the University's Chief Academic Officer (or authorized designee). The Association must present the grievance to the Chief Academic Officer (or authorized designee) within five (5) business days of the date of the decision of the Dean (or an authorized designee), or the expiration of the ten (10) business day period if the Dean (or authorized designee) failed to render a decision. The Chief Academic Officer (or authorized designee) shall respond in writing to the grievance within ten (10) business days of the date the grievance was presented to him/her.
 - (d) Step Four: Arbitration
If the grievance is not resolved at the preceding Step, the Association, and only the Association, may within thirty (30) business days of the determination made at

the preceding Step or within thirty-five (35) business days that the determination at the preceding Step was due to be rendered, commence an arbitration proceeding by serving the University with written notice of intent to arbitrate. Prior to serving the University with written notice of an intent to arbitrate, the Association may seek review of the grievance by the University's President, who may (but is not required to) consider the Association's request for review.

15. A claim not alleged at the level at which a grievance is initially filed (e.g., at the Step One level if the grievance is filed initially at Step One; or at the Step Two level if the grievance is filed initially at Step Two; or at the Step Three level if the grievance is filed initially at Step Three) will be deemed waived and cannot be raised by the grievant or the Association at any later step of the grievance and arbitration procedure, unless the Bargaining Unit member presenting the grievance did not know, and should not reasonably have known, of the facts upon which the claim is based at the time the grievance is presented at this Step.
16. Grievances Filed Directly with University President
 - (a) The only grievance that may be filed directly with the University President is a grievance involving alleged misconduct on the part of the University's Chief Academic Officer as appropriate. The parties agree that this does not include the mere rendering of a decision by the Chief Academic Officer on any grievance presented to him/her in Step Three above.
 - (b) Any grievance presented to the President shall be presented within ten (10) business days after the occurrence of the events on which the grievance is based, or within ten (10) business days of when the grievant, with the exercise of reasonable diligence, knew or should have known of the occurrence of the events.
 - (c) The President shall respond in writing to the grievance within fifteen (15) business days of the date the grievance was presented to him/her. If the grievance is not resolved at the President's level or if the President does not respond within fifteen (15) business days of the date the grievance was presented to him/her, the Association may elect to proceed to arbitration as set forth (and in accordance with the time limitations) in Step Four above.

D. ARBITRATION

1. If the Association appeals to arbitration, it must contact the Federal Mediation and Conciliation Service ("FMCS") at the time it submits its arbitration appeal to the University and request that the FMCS submit a panel of seven (7) arbitrators. If the parties cannot agree upon an arbitrator either from the FMCS list or from other sources within 21 calendar days of receipt of the FMCS list, the parties will alternately strike names from the FMCS list or seek another panel from FMCS by mutual agreement. If a second panel is sought from FMCS, the parties shall select an arbitrator from the second panel

within ten (10) calendar days of receipt of the second panel. In the event the strike method is used, the last remaining name shall be selected as the arbitrator. The first party to strike shall be determined by lot.

2. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the University and the Association.
3. The arbitrator shall not consider any claim not raised during the grievance process.
4. The arbitrator selected to hear the merits of the case shall hear a dispute regarding a request for information in accordance with Article 9(B)(5). If the arbitrator upholds the request, the arbitrator may continue the hearing.
5. The decision of the arbitrator shall be final and binding on the Bargaining Unit member, the Association, and the University. The Arbitrator shall have no authority to add to, subtract from, or modify this Agreement.
6. The fees and expenses of the arbitrator shall be borne equally by the Association and the University, but each party shall bear its own costs for presenting its case to the arbitrator and for ordering transcripts. The arbitrator shall have no authority to award attorneys' fees to any party.

E. RIGHTS OF THE ASSOCIATION

1. A representative of the Association shall be given an opportunity to be present at any meeting(s) which the University holds with a grievant regarding a grievance, regardless of whether the grievant wants such a representative(s) present.
2. The Association representative shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and to speak on behalf of the Association's particular point of interest in connection with the grievance.
3. A copy of documents and correspondence exchanged between the University and the grievant with respect to a grievance, excluding any official transcripts made, shall be made available to the Association upon written request, and the Association shall be obligated to reimburse the University for such copies as are provided.

F. SETTLEMENT

Any settlement, withdrawal or disposition of a grievance other than an arbitrator's decision shall not constitute a binding precedent for the settlement of similar grievances in the future, unless the University and the Association so agree in writing. Settlement agreements (including implementation date(s) if relevant) shall be signed by the grievant, the Association, and the University.

G. MISCELLANEOUS

1. No record of grievance(s) shall be kept in the official personnel file of any of the participants.
2. The parties will make every reasonable effort to present all the evidence upon which they rely in support of their position with respect to a grievance at the earliest possible step of the grievance and arbitration procedure. Submission of new evidence at a later step may, if circumstances warrant, be grounds for extending (by not more than five (5) days) the time limits for filing an appeal or for submitting a decision; and submission of new evidence at the arbitration stage may be grounds for adjourning the hearing if the arbitrator determines that such adjournment is warranted.

H. PROCEDURE FOR UNIVERSITY GRIEVANCE

1. A grievance filed by the University shall be filed with the Association's President. A meeting between the University's designee for the grievance and the Association's President shall be held within ten (10) business days of the filing of the grievance. Any resolution of such grievance shall be reduced to writing and signed by the parties.
2. The University may proceed to arbitration within fifteen (15) business days of the above-referenced meeting. Such arbitration shall be conducted in accordance with the procedures set forth in this Article.

ARTICLE 10 - MANAGEMENT RIGHTS

The parties agree that, except where specifically limited by the provisions of this Agreement, the University retains the sole right to manage the University, direct its employees, and exercise all rights listed in Section 1-617.08(a) of the D.C. Code. Section 1-617.08(a) states as follows (with editorial changes to reflect the fact that the "agency" referred to in Section 1-617.08(a) in this case is the University, and that "employees" are Bargaining Unit members):

- (a) The University shall retain the sole right, in accordance with applicable laws and rules and regulations:
 - (1) To direct Bargaining Unit members;
 - (2) To hire, promote, transfer, assign and retain Bargaining Unit members in positions within the University and to suspend, demote, discharge or take other disciplinary action against Bargaining Unit members for cause;
 - (3) To relieve Bargaining Unit members of duties because of lack of work or other legitimate reasons;

- (4) To maintain the efficiency of the District government operations entrusted to them;
- (5) To determine the mission of the University, its budget, its organization, the number of Bargaining Unit members and the number, types and grades of positions of Bargaining Unit members assigned to an organization unit, work project or tour of duty, and the technology of performing its work; of its internal security practices; and
- (6) To take whatever actions may be necessary to carry out the mission of the University in emergency situations.

ARTICLE 11 - DISCIPLINARY/ADVERSE ACTION

A. PRINCIPLES

- 1. The standards and procedures set forth in this Article shall be the sole and exclusive means by which a disciplinary or adverse action may be brought against a Bargaining Unit member covered by this Agreement. Notwithstanding the foregoing, any procedural requirement of this Article, including but not limited to the requirement that all proceedings be confidential, may be waived or modified upon the express written agreement of the affected Bargaining Unit member, the Association, and the University.
- 2. A “disciplinary or adverse action” shall be defined as a written reprimand, suspension or dismissal. The term does not include dismissal, discharge or termination of any probationary Bargaining Unit member as defined in Article 14 - UNIVERSITY TENURE, non-renewal of an annual contract of a probationary Bargaining Unit member, or any decision regarding tenure. For the first three years of their employment, non-tenured Bargaining Unit members who began teaching during or after the 2003-04 Academic Year may be discharged or their contracts not renewed without recourse to the grievance and arbitration procedures; thereafter, non-renewal or discharge decisions are subject to the “cause” provisions of the contract and may be challenged in the grievance and arbitration procedure. Tenure decisions may not be challenged in the grievance and arbitration procedure.
- 3. A Bargaining Unit member may be subject to disciplinary or adverse action only for cause, which for the purposes of this Article shall be defined as either professional misconduct or a pattern of dereliction of duties or responsibilities. It is the intent of the parties that cause, as defined in the contract, shall also include a conviction (including a plea of *nolo contendere*) of a felony at any time following submission of an employee’s job application; a conviction (including a plea of *nolo contendere*) of another crime (regardless of punishment) at any time following submission of an employee’s job application when the crime is relevant to the employee’s position, job duties, or job activities; any knowing or negligent material misrepresentation on an employment application or other document to a government agency; any on-duty or employment-

related act or omission that the employee knew or should reasonably have known is a violation of law; any on-duty or employment related act or omission that interferes with the efficiency or integrity of the University operation; and any other on-duty or employment related reason of corrective or adverse action that is not arbitrary or capricious. This definition includes, without limitation, unauthorized absence, negligence, incompetence, insubordination, misfeasance, malfeasance, the unreasonable failure to assist a fellow University employee in performing their official duties, or the unreasonable failure to give assistance to a member of the public seeking service or information from the University.

4. The University and the Association agree that corrective, disciplinary or adverse action shall be promptly initiated whenever such conduct is identified. Where appropriate to the circumstances and taking into account the best interests of the University community, discipline or adverse action shall be progressive.
5. The University shall carry the burden of proof by clear and convincing evidence in all proceedings for disciplinary or adverse action under this Article.
6. Recognizing the importance of early corrective action in avoiding the necessity for the imposition of disciplinary or adverse action, the University and the Association agree that where appropriate to the circumstances a Bargaining Unit member will be warned and/or counseled before disciplinary or adverse action is initiated.
7. The impositions of specific disciplinary or adverse action shall be commensurate with the nature and severity of the offense. The sanction of termination may be imposed only in cases of
 - (a) gross professional misconduct, conviction of a felony or crime of moral turpitude, or fraud in the securing of employment or promotion, or
 - (b) professional misconduct, or a pattern of dereliction of duties or responsibilities, for which the Bargaining Unit member was previously suspended.
8. Any disciplinary or adverse action shall be initiated not later than 90 calendar days after the occurrence of the event precipitating the action or within 90 calendar days of the date the responsible University official (at the level of Chair or above) knew or reasonably should have known of the event, whichever is later.

B. INITIATION OF ACTION

1. Disciplinary or adverse action shall be preceded by a discussion between the Bargaining Unit member and a University administrator. Following such discussion, the administrator may terminate the matter, issue an oral or written warning to the Bargaining Unit member, or initiate disciplinary or adverse action proceedings under this Article by

issuing a written reprimand to the Bargaining Unit member or by recommending to the Chief Academic Officer the suspension or termination of the Bargaining Unit member. If suspension or termination is recommended, the University administrator shall give written notice to the Bargaining Unit member by first class postage prepaid.

2. Where a written reprimand is issued, the Bargaining Unit member may request that the action be reviewed by the Chief Academic Officer, or designee, who shall review the action and issue a determination within 30 days of receipt of a written request for such a review. The Chief Academic Officer, or designee, may either uphold the written reprimand or direct that it be expunged. Unless the Chief Academic Officer directs otherwise, a written reprimand shall be expunged ninety (90) days after its issuance. A Bargaining Unit member who receives a written reprimand that is not to be expunged within ninety (90) days after its issuance shall have available the same appeal rights as are available upon a recommendation of suspension or termination.
3. Where a suspension or termination is recommended, the Chief Academic Officer or an authorized designee shall conduct an informal inquiry, the purpose of which shall be to determine whether, in their opinion, the facts merit the imposition of such sanctions. In the conduct of the informal inquiry, the Chief Academic Officer or authorized designee shall give the Bargaining Unit member the opportunity to speak to the issue. The Chief Academic Officer or authorized designee may consult with the Chair and the Dean or Director of the unit involved. Within thirty (30) working days of receipt of the recommendation for suspension or termination, the Chief Academic Officer shall issue a written determination. If the CAO determines that the sanctions of suspension or termination are not warranted, the CAO shall terminate the matter with prejudice, or impose a written reprimand, and/or provide for the use of corrective action.
4. Pending action on a recommendation by an administrator that a Bargaining Unit member be suspended or terminated, the Chief Academic Officer may place the Bargaining Unit member on administrative leave with pay if, in the judgment of the Chief Academic Officer, the continued presence of the Bargaining Unit member poses a clear and present danger to the health or safety of the University community or any member thereof, or is contrary to the welfare of the University. The Bargaining Unit member may appeal such action to the President or the President's designee, who will review the circumstances and, within two working days of receipt of a written request for review, determine whether to uphold the imposition of administrative leave or direct that the Bargaining Unit member be returned to normal duties. In the event the President, or the President's designee, fails to act on a request for review within two working days, the Bargaining Unit member shall be returned to normal duties pending review of the action by the President or the President's designee. The placement of a Bargaining Unit member on administrative leave with pay is not subject to grievance or arbitration.
5. In the event the Chief Academic Officer determines that suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance is

warranted by the facts, he or she shall provide the Bargaining Unit member with a written statement of cause, which shall describe with specificity the conduct upon which the proposed sanction is based, together with a description of the rights of the Bargaining Unit member to appeal the action, the available alternatives through which an appeal may be taken and their right to assistance by a representative of their choice throughout such proceedings.

6. A Bargaining Unit member shall have ten (10) working days from actual receipt of the statement of cause within which to initiate appeal of the action. If an appeal is not taken prior to the expiration of this period, the sanction shall become immediately effective and shall not be subject to grievance or arbitration.

C. APPEAL AND REVIEW

1. A Bargaining Unit member charged with an offense for which the Chief Academic Officer has recommended either suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance may appeal directly to the President. The President may conduct such inquiry as he or she may deem appropriate and shall, within thirty (30) days of the receipt of a written request for an appeal, either sustain the recommended penalty, modify it to a lesser disciplinary or adverse action, use corrective action or dismiss the matter.
2. The action of the President, if it relates to a non-probationary Bargaining Unit member and entails a suspension, termination or written reprimand not to be expunged within 90 days after its issuance, may be appealed by the Association to arbitration in accordance with the Grievance Procedure and Arbitration Article, except for tenure decisions and non-renewal and termination decisions during the first three years of employment.

D. ASSOCIATION PARTICIPATION

Upon written request of the Bargaining Unit member the Association may, if it determines to do so, represent the Bargaining Unit member at any stage of the proceedings provided for in this Article subsequent to the University receipt of such written consent, including but not limited to all discussions, meetings, and written submissions provided for in this Article. At any stage of the proceedings provided for in this Article at which the Association does not represent the Bargaining Unit member, the Association shall be given a copy of any written communication between the Bargaining Unit member and the University that is exchanged between the Bargaining Unit member and the University.

ARTICLE 12 - CONSULTATION

The University and the Association agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or a proposed action which would impact on terms and conditions of employment. The party seeking such reopening, amendment, or consultation will state in writing their desire to reopen, amend, or consult. Such written notice will

identify both the contractual provision allowing the reopening, amendment, or consultation and the contractual provision(s) affected by their proposal. Any such proposal to reopen, amend, or consult by the University must be directed to the Association's President. Any such proposal to reopen, amend, or consult by the Association must be directed to the University's President.

The meeting(s) shall be held within ten (10) days of receipt of a written request for such meeting(s). The request shall contain an agenda of items to be discussed. Either party shall provide the other with relevant documents sufficiently in advance of the meeting(s). The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, or for the purpose of discussing matters in the nature of a grievance, except those matters in which the Association or the University is the grievant. In case there is any disagreement between the parties regarding an action, a good faith effort shall be made to resolve the same.

ARTICLE 13 - ACADEMIC RIGHTS AND RESPONSIBILITIES

A. ACADEMIC FREEDOM

Academic freedom is essential to fulfill the ultimate objectives of the University – the free search for and exposition of truth – and applies to teaching, learning, research, and service. At the University, academic freedom is holistic and encompasses both academic rights and academic responsibilities. The rights of Bargaining Unit members to pursue free inquiry and autonomy in their teaching, research, and service are responsible to the parameters of the University's core values and mandates for institutional effectiveness. The rights of academic freedom include:

1. To teach and to discuss in class any aspect of a topic pertinent to the understanding of the subject matter of the course being taught;
2. To conduct scholarly and creative activities and disseminate the products of that work in support of their role at the University and toward the overarching goal of student learning;
3. To act and speak in one's capacity as a citizen without institutional censorship or discipline while making it known that one is not speaking as a representative of the University;
4. To manage and instruct their students in the learning environment in ways that are consistent with the stated goals of the University.

B. ACADEMIC RIGHTS AND RESPONSIBILITIES

Recognizing that academic freedom is accompanied by a corresponding concept of responsibility to the University and its students, the following shall apply:

1. Individual Bargaining Unit members shall have the right and responsibility to participate,

collectively and individually, in the development of course syllabi and the selection of textbooks, consistent with academic needs, established course descriptions, and established departmental and University standards. Within fiscal constraint, Bargaining Unit members are entitled to freedom in the selection of non-textbooks, audiovisual aides, library materials, and other teaching aids.

2. Any research funded by the University or conducted under the auspices of the University shall be the property of the University, unless prior written arrangements have been made with the University. However, rights to research performed under a summer research grant may be repurchased by the Bargaining Unit member.
3. Bargaining Unit members shall have the sole responsibility to evaluate and grade students in their classes as long as such evaluation and resulting grade are consistent with established criteria and can be justified by the instructors' records and professional judgment.
4. Departmental faculty shall have the collective right and responsibility for formally recommending their majors as candidates for graduation.
5. In performing their duties and responsibilities for the University, Bargaining Unit members shall comply with all applicable laws.

ARTICLE 14 - UNIVERSITY TENURE

The University, as a public land-grant institution, recognizes and supports the concept of tenure.

1. All Bargaining Unit members hired to begin teaching after September 30, 2006, shall be on a five-year tenure track.
2. Bargaining Unit members who have not been granted tenure shall be on probation for the first three years of their employment at the University and shall be employed pursuant to a one-year individual employment agreement in each such year. During the probation period, the University, at its sole discretion, may decide for any reason not to renew a Bargaining Unit member's contract, or to terminate the employment of a Bargaining Unit member, and such decisions shall not be subject to the grievance and arbitration procedure.
3. Full-time Bargaining Unit members who have been placed by the University in tenure track positions may apply for tenure. Such applications shall normally be submitted following the fifth year of service on the faculty. Tenure decisions shall not be subject to the grievance and arbitration procedure and shall not be considered disciplinary or adverse actions.
4. This Article shall have no effect on any "reserved interest status" that may be held by any Bargaining Unit member.

ARTICLE 15 - EVALUATION PROCEDURE

A. GENERAL PROVISIONS

1. Bargaining Unit members will be engaged in evaluation on a recurring two-year cycle (Evaluation Procedure) that involves phases for training, criteria development, and goal setting (Phase I); implementation, formative assessment, and additional training and supports (Phase II); and portfolio submission, tiered review, and summative assessment (Phase III). The two-year evaluation cycle is founded on a holistic definition of faculty engagement that prioritizes the unique mission of the University, acknowledges the complexity of our faculty corps, and honors the nature and timing of faculty work.
2. The purpose of the Evaluation Procedure is to promote the work of University faculty and support their professional growth and development across the areas of scholarship/creative/professional activities, teaching/job performance, and service. Likewise, the two-year Evaluation Procedure is designed to assist faculty members in identifying opportunities to enhance their contributions to the overall success of the institution, with particular emphasis on improving student success outcomes. Evaluation outcomes will inform University decisions regarding service extension, continuous improvement planning, and remediation or other interventions as needed, up to and including separation.
3. Evaluation criteria shall be established by faculty members in consultation with their division/department Chairs and formally adopted in advance of each evaluation cycle. The adopted criteria for teaching/job performance (LRD), scholarship/creative/professional activities, and service will guide the evaluation of faculty performance. The adopted criteria must reflect the prevailing expectations for professional excellence, criteria for achievement, and practices of the discipline as established by academic institutions, accreditors, professional bodies, councils, subject-matter experts, and industry. The adopted criteria shall address student success, advance the mission and vision of the University, embrace the value of academic freedom, align with the faculty member's research agenda and intellectual curiosities, and engage the strategic plan. Each Bargaining Unit member will determine which evidence best satisfies these requirements.

B. EVALUATION ACTIVITIES AND TIMELINE

The timeline for the Evaluation Procedure by year and phase is set forward as follows:

Evaluation Procedure Year 1 / Phase I

On or about August 16, all Bargaining Unit members will gather for the opening professional development sessions and university update from the CAO and other administrators.

September 1 — 30, Bargaining Unit members meet with Chairs, Deans, and the CAO in a professional development series co-developed and co-presented with the UDCFA/NEA to discuss the purpose of evaluation, review evaluation activities and timeline, receive training on evaluation policy/procedure/documentation, and adopt preliminary evaluation criteria for the process as set forth in the University mission, University Strategic Plan, relevant programmatic accreditation requirements, and Middle States Commission on Higher Education accreditation standards.

Bargaining Unit members meet with their Chairpersons to nominate and select Department/Division Evaluation and Promotion Committee (hereafter, DEPC) members by majority vote of the faculty and Chair.

Final DEPC rosters are emailed to Deans, the CAO, UDCFA/NEA, and all Bargaining Unit members by division/department Chairs.

Bargaining Unit members, including newly elected DEPC faculty members, meet with their department/division Chairs to develop criteria for formative and summative assessments of faculty work (teaching/job performance, scholarship/creative/professional activities, and service) for each academic program.

Not Later Than October 1, Bargaining Unit members receive prior spring semester student course evaluation data (if applicable).

October 15, Final evaluation criteria for each academic program are formally adopted by program faculty in consultation with department/division Chairs and emailed to the CAO, UDCFA/NEA, Deans, and applicable Bargaining Unit members. Final criteria are listed in the Faculty Evaluation Plan (see [Appendix B](#)).

October 1 — 31 (Fall Consultations). Bargaining Unit members meet individually with their division/department Chairs in a Goals-Setting Conference to establish professional goals for the evaluation period. Evaluation goals must correspond with adopted evaluation criteria. Bargaining Unit members, in consultation with their department/division Chairs, complete the “Professional Activity” section in Year 1, Phase I of the Faculty Evaluation Plan, indicating a series of professional goals to be pursued during the evaluation cycle. Bargaining Unit members may invite mentor colleagues and/or the Dean to participate in the Goals-Setting Conference.

Evaluation Procedure Year 1, Phase II

First workweek of January: Bargaining Unit members assemble for the Spring professional development session and University update from the CAO and other administrators. Thereafter, Bargaining Unit members begin the implementation of goals documented in the Faculty Evaluation Plan.

Not Later Than February 1, Bargaining Unit members receive prior fall semester student course evaluation data (if applicable).

April 1 — 30 (Spring Consultations). Bargaining Unit members meet individually with their department/division Chairs in a formative conference to discuss/document progress toward their professional goals, identify/discuss revisions, and/or identify/discuss needed supports to meet goals. At the request of the Bargaining Unit faculty member or Chair, mentor faculty members and/or the Dean may be consulted. A meeting summary, including formative feedback with action steps and notes on any modifications to the Faculty Evaluation Plan, is documented by the Chair and initialed or otherwise acknowledged in writing by the Bargaining Unit member no later than April 30th of Year 1, Phase II of the Faculty Evaluation Plan.

Evaluation Procedure Year 2, Phase II

On or about August 16, all Bargaining Unit members will gather for the opening professional development sessions and university update from the CAO and other administrators.

September 1 — 30, Bargaining Unit members meet with their Chairs, Deans, and the CAO in a professional development series co-developed and co-presented with the UDCFA/NEA to guide faculty in the description of each completed professional goal, including summary, evidence, audience, and impact. Additionally, co-presented trainings should include support for drafting the 3-5 page executive summary narrative of the final evaluation portfolio.

Not Later Than October 1, Bargaining Unit members receive prior spring semester student course evaluation data.

October 1 — 31, Bargaining Unit members meet individually with their department/division Chairs to discuss progress toward their professional goals, identify/discuss revisions, and discuss summary, evidence, audience, and impact as appropriate for goals in progress documented in the Faculty Evaluation Plan. Faculty may also discuss a draft of the narrative summary in the final portfolio. At the request of the Bargaining Unit faculty member or Chair, mentor faculty members and/or the Dean may be consulted. A meeting summary, including formative feedback with action steps and notes on any modifications to the Faculty Evaluation Plan, is documented in Year 2, Phase II of the Faculty Evaluation Plan.

Evaluation Procedure Year 2, Phase III

First workweek of January: Bargaining Unit members assemble for the Spring professional development session and University update from the CAO and other administrators.

Not Later Than February 1, Bargaining Unit faculty receive prior fall semester student course evaluation data (if applicable).

February 1—28/29, Bargaining Unit members submit their evaluation portfolios to their DEPC for feedback. DEPC advises Bargaining Unit members on possible revisions or enhancements.

Not Later Than Second Friday in March, Final evaluation portfolio is submitted to DEPC and Chair. DEPC and Chair complete concurrent, independent summative assessment using the adopted criteria for each academic program. DEPC and Chair shall enter a rating, justification for the rating, and any recommendations documented on the Faculty Evaluation Plan by April 1 with copy to the Bargaining Unit member. Bargaining Unit members may rebut the DEPC and/or Chair evaluation to the Dean within five (5) working days. The DEPC and Chair then provide the faculty portfolio and Faculty Evaluation Plan to the Dean, who must acknowledge receipt by email, for final review.

April 1 – 21, Dean completes an independent summative assessment of the final evaluation portfolio using the adopted criteria for each academic program. Dean provides a rating with justification, synthesizes the ratings of the DEPC and Chair, and takes into account any recommendations documented on the Faculty Evaluation Plan. Deans must convey their evaluations to the respective Bargaining Unit member no later than April 22.

April 22 – 30, Bargaining Unit members may appeal the Dean’s rating to the Chief Academic Officer.

Second Friday in May, If the rating of the Dean is appealed, the Chief Academic Officer transmits final evaluation outcome to Bargaining Unit member, Dean, and department/division Chair. The decision of the Chief Academic Officer is final, subject to Section D.6 of this Article. Two-year evaluation procedure ends.

May 15, Bargaining Unit members rated “Not Successful” shall be provided with the action the University intends to take, i.e., either a performance improvement plan, required mentoring or other remediation means, or other disciplinary action, up to and including termination.

C. EVALUATION PORTFOLIO

1. Each Bargaining Unit member is required to submit a portfolio, which includes the following:
 - a. Adopted program Evaluation Criteria
 - b. The Faculty Evaluation Plan, as revised through the formative assessment conferences
 - c. 3-to-5-page Narrative Summary which holistically describes the activities, products, and impacts of the professional goals indicated during the evaluation period with artifacts/documentation.

D. EVALUATORS AND THEIR ROLES

1. **General Statement:** Each individual involved in the evaluation process, including each member of the DEPC, shall ensure that all reviews are conducted within the time frame outlined in Section B of this Article, and shall ensure the integrity and confidentiality of the review and evaluation process.
2. **Composition, Selection, and Responsibilities of the DEPC**
 - a. A DEPC shall be established in each department/division of the University. The DEPC shall consist of 3 department/division members in departments/ division with 7 or less full-time faculty members; 5 department/ division members in departments/division with 8 to 15 full-time faculty members; 7 members in departments/ division with 16-24; and 9 members in departments/divisions with 25 or more full-time faculty members. The members of the DEPC shall be selected through a process of nominations and votes at the department/division level. Department/division Chairs and Bargaining Unit faculty in the department/division are eligible to advance nominations and vote. Final selections shall be determined by majority vote. Members of the DEPC shall have at least one complete year of teaching experience at the University. Where there is no department/division, a faculty evaluation committee shall be established within the respective college by the Dean. The Committee(s) shall be established and operate in the same manner as the DEPC operates as described above. Each Dean shall have the discretion to establish one or more of such committees consistent with academic units within each respective college. For evaluation purposes only, the Bargaining Unit member to be evaluated by a single evaluation committee should be grouped in reasonably related academic disciplines to the extent practical; provided, however, that the initial determination of management, after Faculty Association input, shall be presumed to be a reasonably related group of academic disciplines.
 - b. It shall be the responsibility of the department/division Chair to schedule timely selection of the DEPC.
 - c. Bargaining Unit members appointed to the DEPC shall serve for one evaluation cycle. All full-time Bargaining Unit members in the department/division with the requisite year of service shall be eligible for appointment to the DEPC. A Chair/Unit Manager shall not be a member of a DEPC.
 - d. The members of the DEPC shall select a Chair. Duties of the DEPC Chairperson shall include
 - 1) Shepherd the activities of the committee.
 - 2) Ensure a confidential process of reviews and assessments.
 - 3) Ensure that committee members are properly trained for the work and meet obligations timely and with objectivity.

- 4) Submit the documents to the Dean per the provisions of this article.
- e. Bargaining Unit members shall submit evaluation portfolios to their DEPC for feedback. DEPC advises each faculty member on possible revisions or enhancements and may provide recommendations to the member.
- f. The DEPC shall assess each Bargaining Unit member's portfolio using the adopted evaluation criteria and Faculty Evaluation Plan.
- g. The DEPC shall ensure that each Bargaining Unit member's portfolio is assessed by a minimum of three committee members. Bargaining Unit members' portfolios shall be divided among committee members to ensure that no individual member of a DEPC is required to assess more than ten (10) portfolios.
- h. DEPC members shall not participate in the assessment of their own portfolio.
- i. The DEPC Chair shall combine the analyses of each panel member to produce a holistic, summative assessment rating for the Bargaining Unit member. The DEPC Chair shall transmit the aggregate rating with rationale to the Bargaining Unit member and Dean.

3. Department/Division Chair Responsibilities

- a. The department/division Chair shall assess each Bargaining Unit member's portfolio using the adopted evaluation criteria and Faculty Evaluation Plan.
- b. The department/division Chair shall produce a holistic, summative assessment rating for the Bargaining Unit member and transmit the rating with rationale to the Bargaining Unit member and Dean.

4. Dean Responsibilities

- a. The Dean shall conduct an independent assessment of, and assign a rating to, each Bargaining Unit member's portfolio using the adopted evaluation criteria and Faculty Evaluation Plan. As part of the independent assessment, the Dean must summarize and take into account the rating feedback of the DEPC and department/division Chair, along with any recommendations documented on the Faculty Evaluation Plan. Where there is a difference between the Dean's evaluation and that of the Chair and/or DEPC, the Dean shall provide a justification.
- b. The Dean shall forward the Faculty Evaluation Plan to the CAO.
- c. The Bargaining Unit member may appeal the Dean's rating to the CAO in accordance with the timeline above using the procedure in [Appendix C](#).

- d. The Dean's evaluation rating shall be final except if the Bargaining Unit member appeals to the Chief Academic Officer.
- e. For LRD faculty, the Director shall assume the responsibilities of the Dean. Section 3 above (Department/Division Chair Responsibilities) is not applicable to LRD faculty.

5. Chief Academic Officer Responsibilities

If the Bargaining Unit member appeals the Dean's evaluation rating or the Dean assumes the role of department/division Chair, the Chief Academic Officer shall make a final evaluation after completing an independent review of the Bargaining Unit member's portfolio using the adopted criteria and Faculty Evaluation Plan, and summarizing the rating feedback of the Dean, DEPC, and department/division Chair.

6. Grievances

Each evaluation shall be fair and objective. The final evaluation shall not be subject to the grievance and arbitration procedure except to the extent that the evaluation has resulted in (1) the suspension of the Bargaining Unit member; or (2) the termination of the Bargaining Unit member. In only such a case, the Bargaining Unit member may grieve and challenge the evaluation and discipline (as applicable) provided that the Bargaining Unit member had appealed the Dean's final decision to the Chief Academic Officer as set forth above. All grievances under this provision shall be filed directly with the Chief Academic Officer or the CAO's designee rather than the lower steps otherwise identified in Article 9 of this Agreement. Any grievance to the Chief Academic Officer (or designee) must be filed within ten (10) calendar days of the receipt by the Bargaining Unit member of the Chief Academic Officer's final decision regarding discipline, or, with the exercise of reasonable diligence, should have become aware of the decision. If not satisfactorily resolved at the Chief Academic Officer level, the Association shall have seven (7) calendar days after the Chief Academic Officer decision on the grievance is communicated to the Association to appeal to arbitration in accordance with the arbitration process set forth in this contract's grievance and arbitration procedure. The decision of the arbitrator shall be final and binding upon the University, the Association and the Bargaining Unit member. Provided further that the Arbitrator shall deem the underlying evaluation as fair and objective unless the Arbitrator deems the University's underlying evaluation, assessment and/or rating to be arbitrary, capricious or in bad faith.

7. Time is of the Essence

- a. In the absence of extraordinary circumstances, which have been documented and approved by HR and exceed a 30-day total leave of absence, the time periods set forth in Section B are mandatory.
- b. Faculty members who have approved total leaves of absence (medical,

maternity/paternity, FMLA, etc.) between 30 days and 16 weeks, will be granted extended time to submit their final evaluation portfolios. All Bargaining Unit members approved for extension must submit on or before September 30 of the next academic year following the end of the evaluation cycle. A Bargaining Unit member whose approved absences exceed 16 weeks shall meet with the Dean upon return to determine an agreed-upon revised evaluation timeline, including portfolio submission. In the event that the Bargaining Unit member and Dean are unable to agree upon a revised portfolio submission timeline, the matter shall be presented to the Chief Academic Officer within five working days for a final determination.

E. EVALUATION RATINGS

1. The following evaluation ratings will be assigned to each Bargaining Unit member's portfolio using the adopted evaluation criteria and Faculty Evaluation Plan, synthesizing the rating feedback of the DEPC and department/division Chair:

Successful: The Bargaining Unit member's summative, holistic portfolio and evidence build on the recommendations offered during formative assessments and demonstrate that the Bargaining Unit member's performance meets goals aligned with the adopted program criteria.

Successful with Stipulations: While the Bargaining Unit member's performance generally builds on the recommendations offered during formative assessments, some recommendations from formative assessments remain undocumented by the portfolio narrative and/or undemonstrated with evidence by the Bargaining Unit member's summative, holistic portfolio.

Not Successful: The Bargaining Unit member's summative, holistic portfolio and evidence demonstrate that the Bargaining Unit member's performance does not meet goals aligned with the adopted program criteria.

2. In each case, the Bargaining Unit member will be provided with a written summary of the conclusions of the evaluation process.
 - a. For those Bargaining Unit members who are rated "Successful with Stipulations," the Bargaining Unit member shall be provided with a clear statement of goals/recommendations which remain undocumented in the portfolio narrative and/or undemonstrated by evidence by the Dean.
 - b. For those Bargaining Unit members who are rated "Not Successful," the Bargaining Unit member shall be provided with the action the University intends to take, i.e., either a performance improvement plan, required mentoring or other remediation means, or other disciplinary action, up to and including termination.

F. FREQUENCY OF EVALUATION

1. All Bargaining Unit members shall be evaluated on a recurring two- year evaluation

- cycle, except as excluded below.
2. Bargaining Unit members who arrive at the university during the evaluation cycle shall be oriented to the evaluation process through a truncated evaluation period that includes participation in the Fall and Spring consultation meetings, as applicable. They shall then become integrated into and evaluated through the standard two-year cycle.
 - a. Bargaining Unit members who join the University during Phase II, Year I will complete a goals conference by 1 February that should include mentor faculty and/or the Dean. The Bargaining Unit member joins the evaluation cycle timelines on 1 February.
 - b. Bargaining Unit members who join the University during Phase II, Year II will complete a goals conference by 1 October and a formative assessment conference by 15 December. Both meetings should include mentor faculty and/or the Dean. Evaluators' assessment of the Bargaining Unit member's portfolio shall recognize their probationary status and shortened time to implement formative assessment recommendations. The Bargaining Unit member joins the evaluation cycle timelines on 1 January.
 3. Bargaining Unit members who have committed to retirement by the end of the academic year shall not be subject to evaluation in their final year.
 4. Bargaining Unit members who arrive at the university during Phase III of Year II of the standard evaluation cycle shall not be subject to formal written evaluation; they will, however, participate in Spring consultation meetings and commence the formal two-year evaluation process in August.
 5. Bargaining Unit members who are on an authorized leave of absence for the entire two-year evaluation period shall not be subject to evaluation during their leave.
 6. Bargaining Unit members granted sabbatical leave during any portion of the two- year evaluation cycle will substitute their sabbatical application and final report for an evaluation portfolio in accordance with the provisions set forth in Article 19.
 7. Bargaining Unit members on approved educational leave without pay will enter the evaluation cycle in the same manner as new Bargaining Unit members as set forth paragraphs 2a, 2b, and 4 above.

G. SUPPORT FOR FACULTY PERFORMANCE

The University will provide financial support for faculty professional development.

H. STUDENT FEEDBACK

Bargaining Unit members will be provided student course evaluation data as applicable prior to

the submission of their evaluation portfolio. Together with feedback loops embedded in the Bargaining Unit member's instructional design for courses, student course evaluation data shall be incorporated into the Bargaining Unit member's narrative as an artifact substantiating impacts to student learning outcomes, student satisfaction with the instructional experience, and/or student readiness for next level instruction or transition to career. Department/division Chairs and Deans should also use student course evaluation data to respond to Narratives that the Bargaining Unit members advance. Steps shall be taken to ensure that the feedback from students is timely received and that the sample size is representative. If the data is not submitted to the Bargaining Unit member by the times specified in the Evaluation timeline, the student feedback cannot be used by the Bargaining Unit member or the University at any level of this evaluation process. Any comments received from students may be used as qualitative data points.

I. MISCELLANEOUS

The revision to Article 15 will take effect on August 16 after the execution of this Agreement.

ARTICLE 16 - PROMOTION PROCEDURES

A. PRINCIPLES

1. Promotion refers to the advancement from one academic rank to a higher rank or in the case of promotion within the instructor rank, from one level to a higher level. Bargaining Unit members shall be promoted in accordance with the application and review process set forth below. Promotion is awarded in recognition of the professional achievements and documented impacts of an individual Bargaining Unit member as assessed in alignment with both the three- fold responsibility of faculty members—teaching/job performance, scholarship/ creative products/professional activity, and service—and the University's mission, vision, and current Strategic Plan, Delivering on the Promise (2024-2029). The review of promotion applications will be rigorous and aligned with evaluation criteria (Article 15) and external review feedback. Performance expectations will align with the academic rank/**level** sought and best practices within the discipline/ profession.
2. Assessment of promotion applications will be based on the prevailing expectations for professional excellence, criteria for achievement, and practices of the discipline as established by academic institutions, accreditors, professional bodies, councils, subject-matter experts, and industry. Bargaining Unit members applying for promotion will include letters of recommendation from three (3) external reviewers who are identified experts in the Bargaining Unit member's area of scholarship. At least one of the reviewers must be impartial.

B. ELIGIBILITY

1. Bargaining Unit members applying for promotion to associate professor in AY2024-25 must meet the following minimum eligibility requirements:
 - a. Minimum of four (4) years at the rank of assistant professor by August 16th of 2024 *and* the appropriate terminal degree for their discipline, **OR** a minimum of eight (8) years at the rank of assistant professor by August 16th of 2024 and at least 24 graduate credits appropriate to the discipline beyond the master's degree.
 - b. For the past three annual evaluations, received at least two Outstanding (3) ratings, one of which shall be the most recent, and nothing below Meets Professional Standards (2).
2. Bargaining Unit members applying for promotion to professor in AY2024-25 must meet the following minimum eligibility requirements:
 - a. Minimum of five (5) years at the rank of associate professor by August 16th of 2024 *and* the appropriate terminal degree for their discipline, **OR** a minimum of ten (10) years at the rank of associate professor by August 16th of 2024 and at least 36 graduate credits appropriate to the discipline beyond the master's degree.
 - b. For the past three annual evaluations, received at least one Distinguished (4) rating and nothing less than Outstanding (3).
3. Bargaining Unit members applying for promotion to Associate Professor or Professor in AY25-26 and later must meet the following requirements of minimum eligibility:
 - (a) Rated "Successful" for two consecutive summative evaluation cycles or received comparable ratings for last three consecutive evaluations prior to the 2-year evaluation cycle that commences with the beginning of the 2024-2025 academic year (i.e., none less than Meets Professional Standards [2]). After completion of one 2-year evaluation cycle and prior to completion of two 2-year evaluation cycles, a Bargaining Unit member applying for promotion must be rated "Successful" for the one summative evaluation cycle and received comparable ratings for the last two consecutive evaluations prior to the 2-year evaluation cycle that commences with the beginning of the 2024-2025 academic year (i.e., none less than Meets Professional Standards [2]).
 - (b) Met the required years of teaching experience by August 16 of the submitting

year as shown below in Table 1.

- (c) Met the degree or experience requirements by September 30 of the submitting year as shown below in Table 1.

Table 1: Tenure Track/Tenured Faculty Promotion Tracks (for AY25-26 and later):

Rank	Teaching Experience and Degree Requirements
Associate Professor	<ul style="list-style-type: none">• Five (5) years full-time teaching as an assistant professor in an institution of higher education (including the most recent three (3) years at UDC)• Earned degree appropriate to the academic discipline or professional field• Bargaining Unit members with master's degrees will be eligible upon completion of six (6) years of full-time teaching as an assistant professor
Professor	<ul style="list-style-type: none">• Five (5) years full-time teaching as an associate professor in an institution of higher education (including the most recent three (3) years at UDC)• Earned degree appropriate to the academic discipline or professional field

4. Bargaining Unit members applying for promotion to Instructor 2 or Instructor 3 must meet the following minimum eligibility requirements:
- a. Rated “Successful” for two consecutive summative evaluation cycles or received comparable ratings for last three consecutive evaluations prior to the 2-year evaluation cycle that commences with the beginning of the 2024-2025 academic year (i.e., none less than Meets Professional Standards [2]).
 - b. In addition, applicants must meet the years of teaching and degree or experience requirements shown below in Table 2 by August 16 and September 30 of the submitting year.

Table 2: Non-Tenure Track/Instructor Promotion Tracks (for AY24-25 and later):

Rank/Level	Teaching Experience and Degree Requirements
Instructor 2	<ul style="list-style-type: none">• Five (5) years of full-time appointment as an instructor (or equivalent appointment) in an institution of higher education (including the most recent three (3) years at UDC)• Earned degree appropriate to the academic discipline or professional field
Instructor 3	<ul style="list-style-type: none">• Five (5) years full-time teaching as an Instructor 2 or equivalent in an institution of higher education (including the most recent three (3) years at UDC)• Earned degree appropriate to the academic discipline or professional field

5. Whether a Bargaining Unit member who satisfies these eligibility requirements is promoted will be determined with reference to the degree to which the Bargaining Unit member meets the applicable criteria as applied in accordance with this Article. Under exceptional circumstances, however, in the absence of the appropriate years of service, a Bargaining Unit member may apply for promotion before the above referenced periods of consideration. The request for exception should be directed to the Chair by the individual requesting the exception. The URC will determine whether such exceptional circumstances warrant promotion eligibility for said Bargaining Unit member. If the University Review Committee deems the applicant eligible, then the application is processed in the manner established for all other recommendations for promotion. The burden of showing an exceptionality of qualifications for consideration for promotion (with regard to any of the criteria) rests with the Bargaining Unit member requesting the exception.

C. PROMOTION COMMITTEES

1. College Promotion Committee (“CPC”)

This Committee is a group of full-time Bargaining Unit members in a college, consisting of one or

two representatives from each department or division in the school or college, totaling no fewer than five (5) and no more than seven (7) members. At least 50% of the CPC must be tenured at the rank of associate or full professor. All other members must have at least one full year of teaching experience at UDC. Persons serving on the DEPC are ineligible to serve on the CPC. The Learning Resources Division shall be considered a college within the context of this Article. Each College and School must elect its CPC representatives by the second Friday in September.

2. University Review Committee (“URC”)

This Committee shall consist of one Bargaining Unit member holding the rank of tenured full professor from each of the schools and colleges, appointed by the Faculty Association in such fashion as it shall deem appropriate. The URC shall consist of no fewer than five (5) members. The URC shall (i) hear appeals of applicants who have been declared ineligible and, as provided below, render binding rulings on those appeals; and (ii) advise the Chief Academic Officer on appeals at that level. In the absence of an available tenured full professor from one of the Schools and Colleges, the Faculty Association will select a tenured associate professor to fill the vacancy.

D. PROCEDURES

1. Applicants for promotion shall submit their applications with supporting documents to the Chair no later than the second Friday in September. The application is to be filed on digital [Form P-1](#), a copy of which is [attached to this Agreement](#). The Chair shall issue a digital receipt to the applicant for the materials submitted.
2. The Chair shall promptly review the records and certify whether the applicant meets the minimum eligibility requirements as outlined in Paragraph B above. The Chair shall send notice of eligibility to the CPC, with a copy to the applicant, by the third Friday in September. If a Bargaining Unit member disagrees with the minimum eligibility determination given, or if the Chair fails to send the notice of eligibility by the indicated date, the Bargaining Unit member may within five (5) working days after receipt of said notice, or after the third Friday in September if said notice is not received by that date, file a written request for a determination of eligibility by the URC. The URC shall notify the Bargaining Unit member of its decision by the third Friday in October with a copy to the Chair and the CAO, in which case the URC’s decision shall be final and not subject to grievance or arbitration under this Agreement. No final action on promotion will be taken without a final determination concerning eligibility.
3. The Chair shall review the application materials and make a recommendation no later than the first Friday in November as to whether or not an applicant should be promoted. The following recommendations shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Chair is required to state reasons for

the given recommendation. The Chair shall also rank the applicants separately for each academic rank (e.g., three candidates for associate professor shall be ranked 1 of 3, 2 of 3, and 3 of 3, according to the strengths of their applications). The Chair's recommendation shall be made on [Form P-2](#), a copy of which is [attached to this Agreement](#). No later than the first Friday in November, the Chair shall send a copy of this form (digital) and all supporting documents to the CPC Chair and the applicant.

4. The applicant may submit to the CPC comments on the decision of the Chair no later than the second Friday in November.
5. The CPC shall review the materials of all the applicants along with the comments submitted by the applicants, if any, and make a recommendation as to whether or not an applicant should be promoted. The following recommendations shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Committee is required to state reasons for the given recommendation. The CPC may hold such interviews or hearings as it deems necessary to make a recommendation. The Committee shall also rank applicants separately for each academic rank (e.g., three candidates for associate professor shall be ranked 1 of 3, 2 of 3, and 3 of 3, according to the strengths of their applications). The CPC's evaluation shall be made on [Form P-3, attached to this Agreement](#). The Committee shall complete its reviews by the last Friday in January and shall simultaneously forward this form and all supporting materials to the Dean and the applicant.
6. The Dean shall independently review all the information received and make a recommendation as to whether or not an applicant should be promoted, using one of the following recommendations: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Dean shall state reasons for the given recommendation. The Dean shall also rank recommended applicants separately for each academic rank (e.g., three candidates for associate professor shall be ranked 1 of 3, 2 of 3, and 3 of 3, according to the strengths of their applications). The Dean's recommendation shall be made on [Form P-4, attached to this Agreement](#). The Dean shall forward the recommendations for all applicants together with all the supporting materials for the college's recommended candidates to the Chief Academic Officer no later than the third Friday in February. A copy of the rating, with reasons and rank assigned to the promotion application, shall be simultaneously provided to each applicant.
7. The applicant may appeal the recommendation of the Dean to the Chief Academic Officer within five (5) working days of receiving the Dean's recommendation. The Chief Academic Officer shall convene the URC and submit all appeals and relevant supporting documents to it no later than the second Friday in March. The URC shall conduct such review and make its recommendations to the Chief Academic Officer no

later than April 1. The Chief Academic Officer shall review the recommendations of the Dean together with the recommendations of the URC and make an independent recommendation to the President no later than April 10. A copy of the Chief Academic Officer's recommendation shall be sent simultaneously to the applicant, the Dean, and the Association.

8. In the absence of an appeal, the CAO shall review the portfolio and all the information received and shall make an independent recommendation to the President no later than April 10. A copy of the Chief Academic Officer's recommendation shall be sent simultaneously to the applicant, the Dean, and to the Association. The President shall endorse recommendations for approval by the CAO no later than the last Friday in April.
9. Promotion applicants not recommended for promotion by the CAO but who were strongly recommended for promotion by their CPC and recommended for promotion by their Chair or recommended by the URC may appeal to the President within five (5) working days after receiving notification from the Chief Academic Officer. The applicant shall have the right to meet with the President within two (2) weeks after the filing of said appeal. The President shall consider the recommendations and reports of the Chief Academic Officer, CPC, Dean, and URC, if any, and render a decision within five (5) working days after the meeting, or if no meeting is held, within ten (10) working days after the filing of the appeal. The President shall include the reasons for the decision in writing and provide a copy to the applicant as well as the Association. The decision of the President shall not be subject to Article 9 (Grievance Procedure and Arbitration) of this Agreement, except in instances where the recommendation or decision of management are alleged to be arbitrary or capricious. Nothing contained in this Article shall constitute a waiver by the Association or any Bargaining Unit member of any right they may have under D.C. or Federal law.

ARTICLE 17 – WORKLOAD

A. GENERAL PROVISIONS

1. Fulfilling the University's mission includes effective teaching and advising, librarianship and learning science, substantive scholarship and creative outcomes, and service to the discipline, program, College/School, University, and community. Bargaining Unit members are engaged in institutional service, academic program development, curricular design, and professional renewal and growth. This Article seeks to equitably recognize and respect the demands of teaching and pursuing professional activities and to acknowledge the time invested by faculty in the successful achievement of outcomes both inside and outside of the classroom.

2. Faculty workload responsibilities fall into two distinct categories: those specifically assigned by the University (i.e., teaching, duties in Learning Resources Division (LRD), and assigned service) and those undertaken by choice of the individual Bargaining Unit member in the areas of scholarship/creative/professional activities and service. University-assigned service refers to the requirement that Bargaining Unit members participate in one service activity in support of the University per year. Participation in service beyond the University-assigned service activity is encouraged and undertaken voluntarily by the Bargaining Unit member.
3. Both parties acknowledge that attendance at ceremonial occasions such as commencement exercises and special convocations represents an important part of the professional obligations of the faculty. Therefore, complementary to the workload requirements set forth in this Article, Bargaining Unit members are encouraged to participate in university-wide academic ceremonies (Convocation, Founders' Day, and Commencement) in order to foster an inclusive culture of excellence at the University.

B. TEACHING FACULTY

1. Workload Credits
 - a. Workload credits are comprised of course credit hours, other equivalent teaching assignments, and non-teaching responsibilities.
 - b. All full-time faculty are expected to carry a maximum workload of twenty- four (24) workload credits per academic year as follows:
 - (1) Bargaining unit members hired at the rank of Instructor will have a teaching workload of twenty-one (21) credit hours per academic year, inclusive of workload credit equivalencies, and a non-teaching workload of three (3) workload credits per academic year applied toward remaining current in their disciplines; participating in advising and mentoring of students; and engaging in service to the department/division, College/ School, University, profession and/or community.
 - (2) For the rank of Clinical Instructor, the teaching and supervision load shall be the equivalent of twenty-one (21) credit hours per academic year, distributed in a combination of teaching (18 credit hours) inclusive of clinical supervision and three (3) workload credits in program coordination professional activities. Three (3) workload credits per academic year are applied toward remaining current in their disciplines; participating in advising and mentoring of students; and engaging in service to the department/division, College/School, University, profession and/or community.
 - (3) For all other faculty ranks, workload credits shall be comprised of eighteen (18) teaching workload credits per academic year and six (6) workload

credits for scholarship/creative/professional activities and service.

- (4) Bargaining Unit members assigned program director responsibilities or positions shall receive a commensurate reduction in teaching workload of six (6) teaching workload credits per academic year, or as specified by the accrediting body.
- c. The standard allocation of workload credits shall be nine (9) teaching workload credits (i.e., three (3) courses) per semester and three (3) workload credits per semester for scholarship/creative/professional activities and service.
- d. Teaching assignments will not be reduced to zero over an academic year except in the case of sabbatical leave, externally funded release time, fellowship leave (e.g., Fulbright), temporary assignment to a position outside of the Bargaining Unit, or other University-approved appointment or leave. Any adjustments and/or alternate workload assignments that bring the faculty member's teaching assignments to zero must be approved in advance by the faculty member's department/division Chair and Dean, with final approval by the Chief Academic Officer.
- e. Teaching assignments shall include the following specifications of workload credit equivalencies:
 - 1) Laboratories: Workload credit will be offered consistent with credit hours associated with the course.
 - 2) Clinics or clinical course: One (1) workload credit per twelve (12) student credit contact hours, not to exceed 4.5 workload credits.
 - 3) Field Experience: One (1) workload credit per four (4) student credit hours, not to exceed 3 workload credits.
 - 4) Internships, Practicums, Externships, Workshops, Seminars, and Colloquia: One (1) workload credit per twelve (12) student credit hours, not to exceed 3 workload credits.
 - 5) Independent study: One (1) workload credit per twelve (12) student credit hours, not to exceed 1.5 workload credits per semester. Routine courses which are part of a degree program's standard requirements may not be converted into Independent Study courses.
 - 6) Doctoral dissertation directing will accrue workload credits at the rate of no more than one (1) workload credit for each three (3) total student credit hours of dissertation coursework per semester, not to exceed 3 total workload credits.
 - 7) Master's thesis directing will accrue workload credit at the rate of no more

than one (1) workload credit for each six (6) total student credit hours of thesis or research project coursework per semester, not to exceed 3 total workload credits.

2. Course Preparations

No more than three (3) different course preparations per semester shall be assigned. If a Bargaining Unit member agrees to teach a required course beyond the three preparations, they will be compensated at the rate specified below in Paragraph 3(d).

3. Overload Assignments

- a. A Bargaining Unit member may teach an overload, not to exceed one additional course per semester, with the written approval of the Bargaining Unit member, department/division Chair, and Dean. Overload assignments are not authorized for faculty granted a reduced teaching load in their first two years of appointment at the University.
- b. Overload compensation is provided for overload teaching only when the workload exceeds twenty-four (24) workload credits in an academic year. Such overload teaching shall be arranged through an adjunct teaching contract and compensated at the rate specified below in Paragraph 3(d).
- c. Bargaining Unit members with an approved teaching overload assignment must continue to fulfill scholarly/creative/professional activities and service obligations during the semester in which the teaching overload occurs.
- d. The standard, undifferentiated, per-credit rate for Bargaining Unit members teaching a required course that exceeds their standard teaching workload will be \$2,000.

4. Office Hours

Bargaining Unit members shall not be required to maintain more than five (5) office hours per week during the academic year nor more than one (1) office hour per week per course or section during the Summer. Office hours must include both in-person and virtual options.

5. Internships/Cooperative Education/Clinical Field Experiences

- a. Bargaining Unit member directing students deployed in clinical field experiences, internships, or similar experiences shall not direct more than the appropriate number of students per class section, as defined by accrediting standards or, when programmatic accrediting standards do not exist, by practices common to the discipline.
- b. The defined class enrollment cap shall be determined by accrediting standards or, when accrediting standards do not exist, by practices common to the discipline, and shall not be exceeded. If course demand exceeds enrollment capacity, the Department/Division Chair and/or other administrative leaders will work with the

program to address the excess demand, ensuring that any student's necessary progression to degree completion is sustained.

6. Scheduling

- a. In consultation with the Bargaining Unit member, the assignment to faculty of specific courses in the department and schedules shall be made by the department/division Chair. Bargaining Unit members must be asked to present preferences with regard to course assignments and weekly schedules. Any disagreement between the department/division Chair and the Bargaining Unit member will be resolved by the Dean, whose decision will be binding and not subject to the grievance and arbitration procedure, except where a grievance alleges a violation of Section 8, below.
- b. Under no circumstances shall a Bargaining Unit member be assigned to teach a course with less than ten (10) days' notice. Under exceptional circumstances, a Bargaining Unit member may voluntarily teach a course with less than ten (10) days' notice if it impacts student(s)' efficient progression to degree completion. In such an instance, the Bargaining Unit member's overall workload will, to the extent possible, be adjusted to ensure it remains within the standard teaching workload as defined above. When a course added with less than ten (10) days' notice represents an overload, the Bargaining Unit member will be compensated through an adjunct contract at the per-credit rate stated above [Para. 3(d)] and will receive an additional \$200 per credit hour.
- c. Course sections with six (6) or fewer students enrolled on the Thursday before the first day of classes may be subject to cancellation by the Registrar in consultation with the department/division Chair, considering student progression and graduation needs along with section consolidation options. Under such circumstances, the faculty member may, in consultation with the Chair, take on a course currently scheduled to be taught by an adjunct. Alternatively, the faculty member can level their workload by shifting the course to the spring semester (for a Fall term course cancellation). For cancellation of a low-enrolled course in the spring semester, the faculty member may, in consultation with the Chair, revise the Annual Evaluation Form to add additional service in the spring semester. In no event shall a Bargaining Unit member's salary be reduced as a result of a course cancellation.
- d. With the concurrence of the department/division Chair and the Dean, a Bargaining Unit member may elect to distribute part of the standard teaching workload, not to exceed one (1) course, to either semester such that the apportionment would be four (4) courses in one semester and two (2) courses in the other. Such an apportionment of teaching workload is allowed only within the current academic year; it cannot bridge into future academic years.
- e. Newly hired Bargaining Unit members who are not hired with advanced status shall receive a reduction of one (1) three-credit course (or its equivalent) within each of

their first two years of appointment. This accommodation facilitates faculty development through focused scholarly research or artistic pursuits to bolster the faculty members' credentials and enhance their portfolios in anticipation of promotion review. A faculty member hired with advanced status means that the University has contractually granted the faculty member at least two years of credit toward the promotion and tenure timeline, based on full-time employment at another institution or on the earned rank of associate professor or professor at another accredited institution of higher education.

- f. Teaching loads for full-time teaching faculty during the academic year may include day, evening, or weekend classes. Absent the consent of a Bargaining Unit member in writing, no assignments, including meetings, service expectations, and advising responsibilities, shall be made which require duty beyond an eight-hour span in one day, within a twelve-hour span in two consecutive days, and on more than five (5) days per week.
- g. Recognizing the responsibilities of faculty work, including those required of scholarly/creative/professional activities and service, the University shall structure and schedule the assigned workload to leave a Bargaining Unit member a total of 8 hours of unscheduled time across a week to pursue those activities. At the start of each semester, Bargaining Unit members shall consult with the Chair to establish a schedule for the distribution of unscheduled professional time that falls outside of the Tuesday and Thursday meeting blocks to be adopted in Spring, 2025. Beginning in Spring 2025, the University will limit regularly required department, division, and College/School meetings to Tuesdays and Thursdays between 2:00pm and 3:50pm, provided that meetings may be scheduled at other times due to exigent circumstances.
- h. Before the assignment of adjunct faculty, all full-time Bargaining Unit faculty must be assigned a full teaching workload.
- i. The method of distributing courses within a department/division and scheduling classes shall be based on program requirements and the students' needs for efficient progression to degree completion.

7. Scheduling and Cancellation of Classes

- a. Each Bargaining Unit member must be in receipt of their preliminary schedule assignment by November 15 for Spring Semester, April 15 for Fall Semester, and April 1 for Summer course offerings.
- b. To facilitate effective course planning and delivery, any subsequent changes to the preliminary schedule requires immediate notification of the Bargaining Unit member. The Department/Division Chair or Dean (or designee) shall notify the faculty member in writing of any such change or cancellation.

8. In scheduling courses and determining a Bargaining Unit member's workload, and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the Bargaining Unit member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the basis of disciplinary considerations, or for arbitrary and capricious reasons.

C. LRD FACULTY

1. The workload of Bargaining Unit members in LRD shall be consistent with the University's mission and shall consist of activities related to teaching information literacy and research skills; supporting faculty, student, and staff research; maintaining the library and media services, acquisition and cataloging, research, University service, and public service. The basis for determining the composition of an LRD Bargaining Unit member's workload shall be University responsibilities and need. Except during periods of approved leaves and holidays, LRD Bargaining Unit members shall be available for assignment to professional activities as necessary to maintain the usual hours of operation of the unit.
2. In determining an LRD Bargaining Unit member's workload and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the Bargaining Unit member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the basis of disciplinary considerations, or for arbitrary and capricious reasons.
3. Appointments for LRD Bargaining Unit members are on twelve (12) month contracts for the period from August 16 to August 15.
4. Normal workload assignments shall be thirty-two (32) workload credits per semester, including up to one course per year. One workload credit is equivalent to one (1) hour of assigned duty.
5. Recognizing the University's commitment to scholarship, research, public service, and the professional growth of the faculty, the Director, in consultation with the LRD Bargaining Unit member, may substitute scholarly/creative/professional activities and service for all or a portion of the workload subject to the provisions of Article 15 Evaluation Procedure.
6. Each semester the schedule of assignments, including Summer, will be prepared and posted for a minimum of one (1) week prior to the beginning of the semester, to permit Bargaining Unit members to make known to the Director any preferences. Individual workload assignments shall be made by the Director in consultation with the individual Bargaining Unit member and approved by the Director. The Director, after consultation with the Bargaining Unit member (unless the Bargaining Unit member is unavailable), may modify the work assignments as required by changed circumstances.
7. LRD Bargaining Unit members will be entitled to overload compensation for working

beyond the full assigned LRD workload at the rate of \$2,000 per workload credit for any non-teaching overload assignment(s) of up to 4.5 workload credits per academic year.

8. In the absence of written consent of the Bargaining Unit member, assignments will not be made which require duty (a) beyond an eight (8) hour span in one day; (b) within a twelve (12) hour span on two consecutive days; or (c) for more than five (5) consecutive days in any seven (7) day period. This shall include meetings and activities required by the LRD or university, from which Bargaining Unit members must be excused if they conflict with the provisions stated in this paragraph.
9. LRD Bargaining Unit members shall not be required to work at more than two locations per day; when they are scheduled to work at two locations per day, the number of days so scheduled will not exceed two in one week.
10. To facilitate scholarship/creative/professional activities, and service, LRD faculty assignments will be scheduled such that each Bargaining Unit member shall have at least one block of at least four (4) consecutive hours each week without assigned duties.

ARTICLE 18 – COMPENSATION

The University will provide the wages, salary increments, leave and benefits set forth or referred to in this Article as compensation to Bargaining Unit members.

A. SALARY

This section applies to those Bargaining Unit members employed by the University on or after the date this Agreement is approved by the Council of the District of Columbia (“Council”).

1. For all Bargaining Unit members:

- (a) Beginning October 1, 2024, following approval of this Agreement by the Council, a new Salary Structure will be effective. The Salary Structure below consolidates the A-B and B-C salary bands in the Eighth Master Agreement to include all disciplines, establishes new pay band minimum and maximum salaries by faculty rank, and establishes differential pay band markers by discipline and professional accreditor credentialing requirements. See Tables A1-4 below.
- (b) On October 1, 2024, following approval of this Agreement by the Council, all Bargaining Unit members with salaries below the minimum salary by rank and discipline for Group A, and by rank, discipline, and professional accreditor credentialing requirements (AACSB and ABET) for Group B, as established by the Salary Structure described in 1.a. above, shall have their base salaries increased to those minimums as Below Minimum Pay Adjustments.

Faculty Disciplines Group A	
All Faculty Disciplines (Excluding Group B)	
Faculty Disciplines Group B	
Accounting Biomedical Engineering Business Management Civil Engineering Computer Science Electrical Engineering	Finance Information Technology Management Information Systems Marketing Mechanical Engineering

Table A1 - Professor

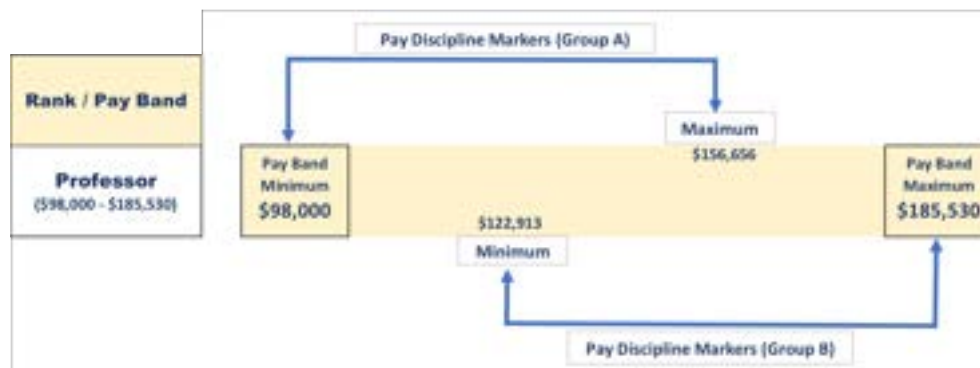


Table A2 – Associate Professor



Table A3 – Assistant Professor



Table A4 - Instructor



2. COST OF LIVING ADJUSTMENTS, CONTINUITY PAY ADJUSTMENTS, AND PROMOTION CATCH-UP ADJUSTMENTS

(a) For Bargaining Unit members hired on or before January 1, 2024:

On October 1, 2024, following approval of this Agreement by the Council, all Bargaining Unit members shall receive a 3% cost of living adjustment as an increase to their base salaries as of September 30, 2024.

(b) For Bargaining Unit members hired on or before January 1, 2024:

On October 1, 2024, following approval of this Agreement by the Council, all Bargaining Unit members shall receive a Continuity Pay Adjustment as an increase to their base pay as of September 30, 2024. Continuity Pay Adjustments are calculated as a percentage of current base pay and determined by years of service as a Bargaining Unit member. The required years of service and

corresponding percentages follow:

21 years or more = 7.5%
10 – 20 years = 5%
4 - 9 years = 4%
2 - 3 years = 2%
1 year = 1.5%

(c) For Bargaining Unit Members promoted in fiscal year 2024:

On October 1, 2024, following approval of this Agreement by the Council, all Bargaining Unit members promoted in fiscal year 2024, the rate of promotion increase shall be the equivalent of 12% of base salary and that sum shall be added as an increase to the Bargaining Unit member's base salary as of September 30, 2024.

(d) For Bargaining Unit Members promoted in Fiscal years 2022 and 2023:

On October 1, 2024, following approval of this Agreement by the Council, Bargaining Unit members promoted in fiscal years 2022 and 2023 with promotion salary increases of 10% of their base salaries shall have a 2% Promotion Catch-up Adjustment made to their base salaries as of September 30, 2024.

(e) For all Bargaining Unit members hired on or before January 1, 2024:

On October 1, 2024, following approval of this Agreement by the Council, Management will review all Bargaining Unit member salaries for internal or external pay disparities and at Management's sole discretion, based on years of service, rank, and productivity, member salaries may be adjusted as deemed appropriate by Management in Fiscal Year 2025. Prior to adjusting the salary of any Bargaining Unit member, the University shall share its decision and the justification for the decision with the Association and the Association will be afforded the opportunity to provide input on the decision within 14 days of receiving the list of bargaining unit members under consideration for equity adjustments.

B. RETIREMENT BENEFITS

1. The University agrees to maintain the current benefits program for Bargaining Unit members, including Social Security retirement and other current retirement plans for those who are eligible, except as provided otherwise in this section.
2. For those Bargaining Unit members who began teaching at the University before the 2003-2004 academic year, the University will pay an amount equal to fifteen percent (15%) of a Bargaining Unit member's salary into an authorized/their retirement program. The

University shall contribute seven percent (7%) of a Bargaining Unit member's salary to TIAA-CREF for all Bargaining Unit members who began teaching in or after the 2003- 2004 academic year.

C. DISABILITY BENEFITS

The University shall provide for disability benefits in the amount of sixty percent (60%) of monthly earnings, not to exceed \$10,000, of a Bargaining Unit member's salary for the period of disability.

D. DENTAL AND OPTICAL PLANS

1. Premiums for both dental and optical coverage will be paid directly to the providers of the optical and dental programs to maintain the same level of coverage in effect as of this date as contracted with those plans by the D.C. Government for its employees.
2. The University will pay dental and optical premiums in the same amount as the District of Columbia contribution for D.C. employees who are members of Compensation Units 1 and 2 based on insurance coverage for each Bargaining Unit member for single coverage, single + 1 coverage or family coverage.

E. SALARY PAYMENTS AND PAYROLL DEDUCTIONS

1. Bargaining Unit members shall be paid over nine (9) months or over twelve (12) months at the Bargaining Unit member's election. Bargaining Unit members may elect to change their payment option on or before August 1 of any year by completing the appropriate payroll forms. Payment shall be by direct deposit.
2. Except as otherwise provided in Article VIII (Dues Deduction), voluntary deductions and direct deposits may be requested by Bargaining Unit members in accordance with the policies and practices of the District of Columbia Government.

F. PARKING

1. Within thirty (30) days of the signing of this Agreement, thirty-two (32) spaces in the Van Ness garage, ten (10) spaces at Lamond-Riggs, and two (2) spaces at Congress Heights shall be reserved for Bargaining Unit member parking. The University shall provide a "Faculty" decal to each Bargaining Unit member purchasing a parking permit.
2. Bargaining Unit members may purchase either annual or academic term parking permits at a twenty percent (20%) discount.

G. TUITION REMISSION

Bargaining Unit members, their spouses, their children, and other persons who are deemed dependents of the faculty member for tax purposes will be permitted to enroll in any University course with a waiver of tuition in accordance with established University procedures in effect as of the date of this Agreement, except that faculty members will require only two approvals—that of the Vice President of

Human Resources (or an authorized designee) and the faculty member's Chair—to enroll in a course. This provision shall remain in force in the event of Reduction in Force (RIF) (for the period that the Bargaining Unit member remains on the RIF'd Employee List provided for in Article 21, Section F of this Agreement), death, retirement, or disability of a faculty member.

H. OVERLOAD COMPENSATION.

Overload compensation shall be paid in accordance with the provisions of Article 17 (WORKLOAD).

I. SICK LEAVE

1. At the time of retirement or upon total disability or death, an employee (or the estate) shall receive a lump sum payment equal to ten percent (10%) of the unused accumulated sick leave computed at the employee's current base rate of pay at the time of retirement, death or disability.
2. See "Sick Leave" section under Article 19 for additional provisions concerning sick leave.

J. SUMMER SEMESTER

1. Bargaining Unit members electing to teach during the summer shall be paid at the prevailing adjunct rate as dictated under the current SEIU contract. Management reserves the right to make final summer teaching assignments. Summer teaching contracts will be issued not later than April 15 annually. The University reserves the right to enforce course minimums and cancel under-enrolled courses.
2. Bargaining Unit members with mandatory 9+2 contracts shall be compensated during the summer at twenty-two percent (22%) of salary paid on an adjunct contract issued not later than April 15 annually.
3. Program directors with mandatory summer work shall be paid the percentage of salary commensurate with the contracted period of work (not to exceed 22% of salary or eight weeks of work). They will be paid on an adjunct contract issued not later than April 15 annually.

K. ANNUAL LEAVE

The current annual leave provisions in the Administrative Personnel Policies shall be applicable for Bargaining Unit members holding twelve-month contracts.

L. SABBATICAL LEAVE

1. Sabbatical leave salary shall be calculated based on the salary which the Bargaining Unit member would have earned if the sabbatical were not taken.

2. All benefits assumed by the University will be continued during a Bargaining Unit member's sabbatical leave period.
3. If the University grants sabbatical leave, it will be granted either at a rate of one-half salary for a full academic year of leave or at a rate of full salary for one-half of an academic year of leave.
4. See "Sabbatical Leave" section under Article 19 for additional provisions concerning sabbatical leave.

M. FACULTY PROFESSIONAL DEVELOPMENT

Within 60 days of the signing of this Agreement, in Fiscal Year 2025 the University will establish a Faculty Professional Development Fund that represents not less than the 3-year average (Fiscal Years 2022, 2023, and 2024) of all faculty development spending inclusive of travel, registrations, memberships, invited lecturers/consultants/trainers, start-up packaging, equipment and supply grants, etc. Within that same period, guidelines for accessing funding will be established by a joint Union-Management team comprised of Union leaders, the ACAO for Faculty Affairs, and College/School deans.

N. MATERNITY/PATERNITY LEAVE & FMLA

See "Family Leave" section under Article 19 for provisions concerning family leave.

O. ANNUAL NOTICE

Each Bargaining Unit member shall be issued an individual notice on or before May 10 of each year for the following academic year. The notice shall include the date of issuance and the Bargaining Unit member's name, college and department, rank, salary and whether the Bargaining Unit member has a continuing contract. The notice shall reference this Agreement and shall be signed by the Chief Academic Officer.

ARTICLE 19 - PROCEDURES FOR LEAVES

Applications for leave shall be submitted in the appropriate system prescribed by the University according to stipulated timelines, except where extenuating circumstances warrant less time, and shall include a statement of purpose for which the leave is requested, its anticipated duration, and its value to the applicant and/or University. Each applicant shall receive an acknowledgement of the disposition of the request.

A. LEAVE OF ABSENCE WITHOUT PAY

1. The University may grant a full-time Bargaining Unit member a leave of absence without pay to hold political office, to accept a political appointment, to render private or public

service, to accept temporary appointment at another institution of higher learning, or to engage in any activity deemed advantageous to the University's institutional reputation. The leave may be awarded for up to two (2) years, subject to one renewal, during which the Bargaining Unit member's name will remain on the faculty roster. Upon return from leave, the Bargaining Unit member shall be reinstated at the rank held prior to the leave of absence.

2. Application must be submitted to the Chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester. Bargaining Unit members shall obtain the approval of the Chair, Dean, and Chief Academic Officer or Chief Community College Officer, as appropriate. A request will not be denied for arbitrary and capricious reasons.

B. EDUCATIONAL LEAVE WITHOUT PAY

1. The University may grant a full-time Bargaining Unit member leave without pay for study, research, travel in connection with study or research, or any agreed upon activity which will enhance the professional standing of the Bargaining Unit member and the University. Leave may be granted for up to one academic year with an extension of up to an additional year. The Bargaining Unit member's health insurance and life insurance shall be maintained in the same manner as if the Bargaining Unit member were not on educational leave. The Bargaining Unit member is obligated to return to serve one (1) year for each year of leave taken.
2. Application must be submitted to the Chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.
3. Bargaining Unit members shall submit applications for educational leave to the Chair and shall obtain the approval of the Chair, Dean, and the Chief Academic Officer. A request will not be denied for arbitrary and capricious reasons.

C. BEREAVEMENT LEAVE

1. A Bargaining Unit member will be granted leave with pay of up to five (5) University work days for the death of an immediate family member. Bargaining Unit members shall notify the Chair and the Dean in writing as soon as practicable in advance of the leave. For purposes of this section, the term "immediate family" shall include an employee's spouse or registered domestic partner, children, parents, guardians, siblings, grandparents, grandchildren, and in-laws (parents and siblings).
2. In the event of the death of an individual other than an immediate family member, a

Bargaining Unit member may be granted time to attend the funeral. Bargaining Unit members shall obtain the approval of the Chair and the Dean.

3. Additional time may be allowed for special circumstances upon Chair's receipt of a written request from the Bargaining Unit member. Bargaining Unit members shall obtain the approval of the Chair and the Dean.
4. The procedure for requesting additional bereavement leave because of "special circumstances" applies to deaths of either immediate or other than immediate family members.

D. EMERGENCY LEAVE

1. Emergency Leave With Pay is intended to provide a leave status of short term duration (not more than one work day). The problem must have been suddenly precipitated, must be of such a nature that preplanning was not possible, or when preplanning could not relieve the necessity for the Bargaining Unit member's absence.
2. If leave is required beyond one day, it is expected that the Bargaining Unit member will apply for some other type of leave either with or without pay as may be appropriate to the circumstances.
3. Emergency leave requires immediate notification to the Chair and must be applied for within three days after the actual emergency. The granting of emergency leave is contingent upon the justification. Bargaining Unit members shall obtain the approval of the Chair and the Dean. A request will not be denied for arbitrary and capricious reasons.

E. PROFESSIONAL/ADMINISTRATIVE LEAVE

1. Professional leave may be granted to a Bargaining Unit member for short periods for professional purposes (e.g. conferences, meetings, etc.) without loss of pay and, upon approval, may include reimbursement by the University for expenses incurred. Bargaining Unit members are entitled to professional leave at least once every semester. Administrative leave may be granted without loss of pay when circumstances warrant.
2. Application for leave must be submitted at least fifteen (15) days prior to the date such leave would begin.
3. Leaves of three (3) calendar days or less to attend professional meetings require only the approval of the Chair.

F. MILITARY LEAVE

1. An unpaid leave of absence shall be granted to any Bargaining Unit member called to military service in accordance with the appropriate Federal, state, and District statutes.

Bargaining Unit members called to military service must notify the Chair immediately and provide a copy of the military orders requiring the leave.

2. “Called to military service” as used herein means either a draft, general mobilization by order of Congress, or non-discretionary requirement to report for reserve duty. The party asserting a non-discretionary reserve duty call shall be required to prove that no feasible alternatives exist to time being taken from regularly scheduled faculty duties.

G. FAMILY LEAVE

1. Consistent with District and Federal law and regulations, family leave shall be granted to the extent required.
2. Application for leave must be submitted no less than ninety (90) days prior to the expected date of birth or adoption, when practicable.

H. SICK LEAVE

1. As of the effective date of this Agreement, all Bargaining Unit members shall be credited sick leave at the beginning of each academic year of regular full-time employment. Bargaining Unit members with a nine (9) month contract will receive seventy-two (72) hours of sick leave per academic year. Bargaining Unit members with a twelve (12) month contract will receive ninety-six (96) hours of sick leave per year.
2. Bargaining Unit members who are unable to fulfill their obligations for reasons of health will be charged one (1) day of sick leave for each day of absence.
3. Sick leave may be used for extended bereavement leave, and to supplement Family Leave provided for in Section G.
4. Bargaining Unit members may accrue a maximum of 90 days of sick leave at a rate of one (1) day per month during the academic year. Bargaining Unit members hired before August 16, 2003, shall maintain their accrued unused sick leave balance until utilized; sick leave earned after August 16, 2003, shall be added to their balance.

I. SABBATICAL LEAVE

1. Sabbatical leave may be granted for planned travel, study, formal education, research, writing, or other experiences of professional value.
2. Applications for sabbatical must be filed with the Chair no later than the first Monday in November prior to the academic year during which the leave would be taken. Bargaining Unit members shall submit applications for sabbatical leave to the Chair and shall obtain the approval of the Chair, the Dean, and the Chief Academic Officer.

3. For each six (6) years of continuous full-time service as a Bargaining Unit member at the University, a Bargaining Unit member is eligible to be considered for sabbatical leave. Applicants with the longest period of service since the last sabbatical shall be given priority consideration among the applicants for sabbaticals of equal duration.
4. Sabbatical awards shall be announced by the Chief Academic Officer no later than the second Friday in March.
5. Upon return the Bargaining Unit member will submit a report of activities and accomplishments while on sabbatical leave. The report shall be due within ninety (90) days of return.
6. The Bargaining Unit member accepting a sabbatical leave is obligated to continue in the service of the University for at least one (1) full year upon return.
7. If sabbatical leave is delayed due to budgetary constraints or the instructional needs of the University, the applicant shall be given priority consideration in the following years until the sabbatical leave is granted.

J. COURT LEAVE

1. Evidence in the form of a subpoena or other official court document must be presented to the Bargaining Unit member's Chair no less than five (5) days prior to the anticipated absence for either jury or witness service. The University retains the right to request that the appropriate authorities relieve a Bargaining Unit member from jury duty or the court appearance.
2. A Bargaining Unit member who serves as a member of a jury shall be permitted to be absent from duties without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the Bargaining Unit member's services are not required and the person is dismissed, if time permits, the person is required to return to work. If the person is paid for jury duty, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.
3. A Bargaining Unit member who is summoned by subpoena to appear as a witness in a court action shall be permitted to be absent from duties as required by such subpoena, without loss of pay and without charge against any leave. If the person is paid for services as a witness, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

ARTICLE 20 - TRANSFERS

- A. Definition: As discussed in this Article, a transfer shall mean the reassignment of a Bargaining

Unit member from a full-time Bargaining Unit position in one department to a full-time Bargaining Unit position in another department.

- B. When the needs of the University necessitate the transfer of a Bargaining Unit member, the following factors shall be considered in making the decision: (1) the individual's qualifications; (2) recommendations of involved departments; and (3) seniority. However, seniority shall be applied in the following manner: In case the transfer is made at the request of Bargaining Unit members, more senior qualified persons will be given priority over less senior qualified persons. If the transfer is involuntary, Bargaining Unit members with less seniority shall be transferred before those with more seniority provided the Bargaining Unit member with less seniority have the required qualifications.
- C. Before an involuntary transfer is initiated, the University shall inform the University faculty of the need and shall invite volunteers for the position. Bargaining Unit members who volunteer shall submit the request in writing to the Chief Academic Officer with copies to the involved departments and dean(s) and the Association. Qualified volunteers shall be considered before initiating involuntary transfers.
- D. In the event of a proposed transfer, the Chief Academic Officer shall inform the involved Bargaining Unit member and the Association with respect to the nature (if it is temporary, the expected duration), reason(s), and possible impact of the anticipated transfer at least thirty (30) days before any action is taken. Before a determination is made to transfer, the Chief Academic Officer shall consult with the Association.
- E. In the case of an involuntary transfer, the affected Bargaining Unit member may appeal the proposed action to the President of the University. The President shall meet and discuss with the Bargaining Unit member and the Association representative before any decision is made.
- F. All transfers shall be documented on a Form 50 and signed by a member of the Office of Talent Management.
- G. If the University determines that retraining is necessary for the transfer, the cost of such retraining shall be borne by the University. The University agrees to consult with the Association and the involved Bargaining Unit member concerning the need for retraining.

ARTICLE 21 - REDUCTION IN FORCE

- A. Pursuant to Section 1-617.08(a) of the D.C. Code, the University expressly reserves the sole right "[t]o relieve employees of duties because of lack of work or other legitimate reasons." The University exercise of this right shall not be subject to Article 9 (Grievance Procedure and Arbitration) of this Agreement. Nothing contained in this Section shall constitute a waiver by the Association or any member of the bargaining unit of any right that it or he or she may have to challenge said exercise under law.

- B. 1. Except as provided in subpart 2 below, the following procedures will be followed prior to implementing any RIF.
- (a) At least 30 days before the University forwards a recommendation of RIF to the Board, the University will notify the Association of its intention to recommend a RIF and will inform the Association of the basis for its conclusion that a RIF may be warranted.
 - (b) The University will consider such response as the Association may submit, and if a response is submitted, will consult with the Association before forwarding any recommendation to the Board.
 - (c) If the University forwards a recommendation for RIF to the Board, the Association's response will be included in the submission, and a copy of the submission will be sent to the Association at the same time as it is sent to the Board.
 - (d) The Association may file a further statement to the Board, with a copy to the University, within 15 days of receipt of the University's submission. The Board will consider the Association's submission in reaching its final decision.
 - (e) If the Board contemplates initiating a RIF independent of University recommendation, the Board will notify the Association at least 30 days before the meeting at which time proposed RIF action is to be taken and will inform the Association of the bases for the Board's conclusion that a RIF is warranted. The Board will consider such response of the Association, as the Association may submit, in advance of the meeting at which the proposed RIF action is to be taken.
2. If the welfare of the University so requires, the University shall not be required to follow the procedures set forth above, provided that the University will endeavor to follow said procedures to the extent possible consistent with the welfare of the University.
- C. 1. Prior to recommending a RIF, the University shall consider alternatives such as normal attrition, retirement (both mandatory and early), resignations and transfer.
2. When transfer is utilized as an alternative to RIF, if the University determines that retraining is necessary, the cost of such retraining shall be borne by the University pursuant to Article 20, Paragraph G.
- D. 1. When a RIF becomes necessary, the Bargaining Unit members to be separated shall be determined in accordance with Section 2 below provided, however, that if two or more Bargaining Unit members are equally qualified under those criteria, then the order of separation shall be determined by seniority. Tenure status shall not be a factor in determining the order of separation.

For the purpose of this Article, date of employment is defined as the initial date of continuous employment as regular full-time faculty with the University or its predecessor institutions.

Time spent on any authorized leave with or without pay such as sabbatical leave, educational leave, and military leave shall count toward seniority.

2. The University shall determine the order of separation. In making its determination, the University will consider all of the following factors:
 - (a) Seniority;
 - (b) Outstanding performance;
 - (c) Excellence in teaching;
 - (d) Requirement to maintain or to acquire accreditation of programs;
 - (e) Qualifications to teach courses in particular curricula;
 - (f) Competition for securing grants and/or contracts that have generated indirect cost revenue to the University during the preceding five (5) years;
 - (g) Status as a project leader or principal investigator on single or multi-participant institutional grants;
 - (h) Scholarly work of the Bargaining Unit member including professional development courses and publications in refereed journals during the preceding five (5) years;
 - (i) Terminal degree in the discipline; and
 - (j) Needs of the University.

A Bargaining Unit member affected by a RIF may exercise seniority rights at the University by bumping the least senior Bargaining Unit member occupying a position in a discipline, provided that the Bargaining Unit member who seeks to bump (1) taught in the discipline within two years prior to the RIF and (2) has a qualifying degree in the discipline.

E. THE RETENTION LIST

1. A retention list which includes all employees having faculty status shall be prepared by the University within ninety (90) calendar days after signing of this Agreement. The Retention List shall be updated annually thereafter and published no later than the second Friday in November.

2. The Retention List will note the Bargaining Unit members' name, EOD date, department and other department(s) for which he or she is eligible in accordance with Section D of this Article.
3. Within ten (10) working days of its completion the Retention List shall be posted by the University in each department office so that all Bargaining Unit members may review the list. The list shall remain posted and be updated as necessary for the life of this Agreement.
4. A copy of the Retention List shall be sent to the Association Office as soon as it is ready for posting.
5. A Bargaining Unit member shall have the right to challenge an authorized position on this list. Such challenge shall be addressed in writing to the person designated by the President under Article 7(B) of this Agreement, who shall provide a copy of the challenge upon receipt to the Association.
6. The Chief Academic Officer shall issue a decision within ten (10) working days after receipt of the challenge. If the challenge is denied or if a decision is not made within ten (10) working days, the Bargaining Unit member may appeal through the grievance procedure.

F. A RIF'D EMPLOYEE LIST

A Bargaining Unit member who is RIF'd shall be placed on a list to be known as a RIF'd Employee List and shall retain all prior rights accrued up to date. Each RIF'd employee's name shall remain on this list for a period not to exceed thirty-six (36) months from the date of its placement on the list. The most senior Bargaining Unit member shall be the first name placed on the list.

G. PROCEDURES FOR REDUCTION-IN-FORCE (RIF)

1. The University shall notify the Association that the Board of Trustees has determined that reduction-in-force is to be undertaken. The notification shall provide details of the proposed RIF including the program(s) or department(s) to be affected and faculty positions which may be subject to the RIF and shall also provide an impact statement.
2. The University shall consult with the Association prior to finalizing the plan regarding the impact of the RIF and then inform the affected Bargaining Unit members and the Association of the final plan for RIF.
3. The University shall give Notice of Intent to RIF to the affected Bargaining Unit members 9 months prior to the effective date. The University may find it necessary to forego 9 months' notice of intent to RIF. In such cases, the University shall consult with the Association on the matter. After such consultation with the Association, the University

shall provide notice of at least four weeks with severance pay as follows:

- (a) Nine (9) months compensation for those with two or more years of continuous service;
- (b) Four and a half (4½) months compensation for those with less than two years of continuous service.

H. A RIF'd Bargaining Unit member shall be offered reinstatement should a position for which the person is qualified, in accordance with section D of this Article, be reopened within the person's college within thirty-six (36) months of the date of the person's layoff. A reinstatement offer shall be based on the inverse order of reduction after giving consideration to program needs.

- 1. A reinstatement offer shall be sent by certified mail to the last address registered by the individual with the Office of Human Resources with a copy sent to the Association.
- 2. No appointment to fill that position with another will be made for thirty (30) calendar days following the receipt of such reinstatement offer unless the reinstatement offer is declined.
- 3. If a Bargaining Unit member offered reinstatement does not accept the offer within thirty (30) calendar days from the date the offer is received or returned undelivered, the University shall have no further employment obligation to that person. If a Bargaining Unit member who has given notice of intent to return is prevented from doing so because of illness, the individual shall have an extension of one semester to return to work.
- 4. A reinstated Bargaining Unit member shall retain all credits for sabbatical leave, credit for previous years of experience with the University, and shall where applicable, be entitled to purchase post service credits for retirement in accordance with District regulations.

I. Except as expressly provided otherwise in this Article, nothing contained herein shall constitute a waiver of any right the Association may have to bargain with respect to any matter relating to a reduction in force.

ARTICLE 22 - NON-DISCRIMINATION/AFFIRMATIVE ACTION

The University shall comply with applicable laws regarding discrimination in employment and affirmative action. The parties agree that allegations of violations in this area must be presented to the University EO Officer and/or to an appropriate governmental agency, and are therefore not subject to the grievance procedure in this Agreement.

ARTICLE 23 - OFFICIAL PERSONNEL FILE

A. RESPONSIBILITY

1. The University shall be responsible for the establishment and maintenance of official personnel records, in accordance with the D.C. Comprehensive Merit Personnel Act and the provisions of this Article.
2. Personnel records shall be maintained in a manner which will permit ready access to information requested by authorized persons, and which will safeguard the Bargaining Unit member's privacy to the greatest degree.
3. The University shall maintain only one (1) Official Personnel File for each Bargaining Unit member.
4. Unless authorized by a Bargaining Unit member or required by law no other official files, secret or otherwise, shall be established, maintained or used by the University for any reason.
5. The Official Personnel File:
 - (a) Shall be located in and maintained by the Office of Human Resources;
 - (b) Shall contain documents in accordance with the District of Columbia Human Resources Official Personnel Folder Checklist (Rev. 11/13), including:
 - (i) Application for employment;
 - (ii) Letters of reference and recommendations and/or materials related to the initial hiring decision;
 - (iii) Official transcripts of all relevant and related academic work;
 - (iv) Records documenting relevant and related work experience and professional performance;
 - (v) Bargaining Unit member's contracts with the University and its predecessor institutions;
 - (vi) Documents necessary to affect and continue pay and benefits; and
 - (vii) Annual evaluation rating.
 - (c) Confidential personnel records/documents/forms identified on page three of the District of Columbia Human Resources Official Personnel Folder Checklist (Rev. 11/13) shall be kept in a sealed envelope and maintained separate from the Official Personnel File.

6. Evaluation ratings of Bargaining Unit members housed in the Office of the Chief Academic Officer and the Offices of the Dean/LRD Director shall be transferred to the Office of Human Resources not later than 120 days from the signing of this Agreement.
7. The Official Personnel Files shall be used only by authorized University personnel and only for bona fide reasons.

B. EXCLUSIONS

1. No anonymous material shall be placed in the Official Personnel File.
2. No photograph of a Bargaining Unit member shall be placed in the Official Personnel File.
3. No document shall be inserted in the Bargaining Unit member's Official Personnel File without simultaneous transmission of a copy to the individual.

C. ACCESS AND REVIEW

1. Only authorized personnel shall have access to the Official Personnel File. The Bargaining Unit member or any representative of choice has the right to review the Official Personnel File during normal business hours in the presence of an appropriate official.
2. A copy of any material in a Bargaining Unit member's file shall be made available to the Bargaining Unit member upon written request.
3. A Bargaining Unit member shall have the right to submit written additions or responses to the material contained in the Official Personnel File. Any materials proven to be inaccurate will be corrected or removed immediately. In the event information in the Official Personnel File is missing or inaccurate, the University and the Bargaining Unit member will collaborate to provide the missing information or to correct the incorrect information.

ARTICLE 24 - LEARNING RESOURCES FACULTY

Learning Resources faculty shall be granted academic rank. The determination of the appropriate rank to be awarded an individual shall be based on criteria established by the University after consultation with the Association.

ARTICLE 25 - SUPPORT SYSTEMS

- A. The University has the responsibility for providing effective and efficient support systems. It is the responsibility of the University to provide Bargaining Unit members with necessary and required teaching facilities, office spaces, materials, supplies, equipment and resources on a

timely basis to support effective teaching and University-supported research and service.

- B. Within available funding levels, consistent with its other priorities and obligations and within reason, the University shall make a good faith effort to provide the following: secure and private office space, a faculty lounge, adequate duplicating facilities, adequate computer facilities, and adequate secretarial support and supplies.

ARTICLE 26 - SAFETY AND HEALTH

The University has the responsibility for providing an environment that adequately protects the safety and health of all Bargaining Unit members, and that is conducive to efficiency and productivity. To this end the parties shall establish and maintain a joint committee of six members. The committee shall consist of three (3) members of the UDCFA/NEA, one of whom shall be an officer, and three (3) members of the University, to include the UDC Chief of Police (or the Chief's designee), and one (1) other member to be appointed by the Chief Academic Officer. The names and contact information for this Committee will be published and distributed to the University community.

The Committee shall meet quarterly and shall make recommendations to the President of the University. The University will respond in writing to the Committee's recommendations within twenty (20) days. The Committee and/or Association President or designee shall, upon written request, have access to official health and safety inspection reports.

ARTICLE 27 - VACANCY NOTICES

- A. Notices of all vacancies and/or position openings in the University shall be forwarded to the Association President.
- B. A notice of vacancy or position opening shall include a Job description, salary range for the position, closing date of application and all necessary qualifications for said position.
- C. All notices of vacancies and position openings shall be forwarded to all units for posting.
- D. A listing of faculty vacancies shall be maintained and posted in the respective department, the Dean's Office, and the Office of the Chief Academic Officer, and the Association Office.
- E. Vacancy notices shall be published by the Office of Human Resources for at least ten (10) working days prior to the closing dates, except in the case of emergency notices which shall be posted for at least five (5) working days prior to the closing dates.

ARTICLE 28 - UNIVERSITY CALENDAR

- A. The President shall promulgate, after consultation with the Faculty Association, no later than

January 1 of each year, a three-year University Calendar. The calendar shall list dates of activities of the University community. These activities shall include but not be limited to:

1. Orientation
 2. Registration
 3. Deadlines for Withdrawals
 4. Study periods
 5. Final Examinations
 6. Submission of Grades
 7. Removal of Incomplete
 8. Convocations - student and faculty
 9. Meetings of Board of Trustees, Faculty Association, and Faculty Senate
 10. Deadlines for submission of schedules
 11. Holidays, Semester and Spring Recesses
 12. Beginning and end of semesters.
- B. An Association representative shall be included as a member of any committee charged with making recommendations on the University Calendar.
- C. On or before October 31 of each year, administrators of the University shall meet with representatives of the Association to consult on any amendments to the University Calendar for the ensuing academic year.

ARTICLE 29 - NEW BARGAINING UNIT MEMBERS

The University shall provide to new Bargaining Unit members and make available to all Bargaining Unit members the following information:

1. Current Personnel Policies (with index)
2. Faculty Handbook
3. University-Faculty Association Agreement
4. Academic Calendar
5. Student Handbook

The University agrees to provide orientation for new Bargaining Unit members at the beginning of each semester and to have the Faculty Association President or designee participate in the orientation.

ARTICLE 30 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining. The understandings set forth in this Agreement (including any appendices and letters attached hereto) shall constitute the sole and entire agreement between the parties for the duration hereof. Matters not directly covered by this Agreement shall be governed by applicable D.C. regulations and law.

ARTICLE 31 - SAVINGS CLAUSE

- A. In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the University and the Association agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.
- B. The terms of this Agreement supersede any conflicting University policies or regulations and/or District Personnel Manual (DPM) regulations concerning non-compensation or compensation matters covered herein for the term of this Agreement.

ARTICLE 32 - DURATION OF THE CONTRACT

- A. This Agreement shall become effective fourteen (14) business days after Council approval or after any appeal has been exhausted, whichever is later.
- B. This Agreement shall terminate on September 30, 2025.

ARTICLE 33 - DISTRIBUTION OF AGREEMENT

A copy of the fully executed Agreement between the Association and the University shall be accessible electronically and shall be posted on the University's website.

For the
UNIVERSITY OF THE DISTRICT
OF COLUMBIA FACULTY
ASSOCIATION/NEA

Albert Pearsall III

Albert Pearsall, President
Chief Negotiator


Aaron Bruewer, Vice President

For the
UNIVERSITY OF THE
DISTRICT OF COLUMBIA

Maurice Edington

Maurice D. Edington, Ph.D.
President

Signed by all parties

2/26/2025, 2024

APPENDIX A (FORM G-1)

UNIVERSITY OF THE DISTRICT OF COLUMBIA

UDCFA/NEA FACULTY GRIEVANCE FORM

This Form is to be filled Out in Its Entirety

GRIEVANT(S): _____

FILING DATE _____

DEPARTMENT _____

COLLEGE _____

HOME ADDRESS _____

PHONE _____

OFFICE ADDRESS _____

PHONE _____

EMAIL ADDRESS _____

NAME AND TITLE OF PERSON TO WHOM THE GRIEVANCE IS SUBMITTED _____

STEP AT WHICH GRIEVANCE IS BEING FILED: _____

STATEMENT OF GRIEVANCE

CONTRACTUAL PROVISIONS ALLEGED TO HAVE BEEN VIOLATED: _____

NARRATIVE [Include a short factual description of the circumstances giving rise to the grievance]:

REMEDY SOUGHT:

AUTHORIZATION: (If desired)

I (WE) HEREBY AUTHORIZE UDCFA/NEA TO ACT AS REPRESENTATIVE IN PROCESSING THIS GRIEVANCE.

SIGNATURE: _____ DATE: _____

REPRESENTATIVE'S SIGNATURE _____ DATE _____

I (WE) UNDERSTAND THAT BY DECLINING TO BE REPRESENTED BY UDCFA/NEA I (WE) ASSUME ALL RESPONSIBILITY FOR ANY AND ALL EXPENSES I (WE) MAY INCUR

APPENDIX B (Faculty Evaluation Plan)

Year 1 / Phase I Goal Setting Conference		
<p style="text-align: center;">Predetermined Evaluation Criteria</p> <ul style="list-style-type: none"> Listed here PEC 1 PEC 2 PEC 3 PEC 4 PEC 5 		
Professional Goals		
Priorities	Proposed Timeline	Evaluation Category
List individual goal statements here		
Goal 1		S/C/P
Goal 2		S/C/P
Goal 3		Svc
Goal 4		T
Goal 5		T
Notes from Chairperson's Consultation—(Note date of conference here)		
Notes from the consultation are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.		

<p align="center">Year 1 / Phase II Formative Assessment Conference 1</p>			
<p align="center">Predetermined Evaluation Criteria</p> <ul style="list-style-type: none"> • Listed here PEC 1 • PEC 2 • PEC 3 • PEC 4 • PEC 5 			
<p align="center">Discuss/Document Progress Toward Goals</p>			
<p align="center">Goals and Progress to Date</p>	<p align="center">Needed University Supports</p>	<p align="center">Suggested Goal Revisions</p>	<p align="center">Evaluation Category</p>
List individual goal statements here			
Goal 1			S/C/P
Goal 2			S/C/P
Goal 3			Svc
Goal 4			T
Goal 5			T
<p>Notes from Chairperson's Consultation—(Note date of conference here)</p>			
<p>Notes from the consultation are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.</p>			

<p align="center">Year 2 / Phase II Formative Assessment Conference 2</p>					
<p align="center">Predetermined Evaluation Criteria</p> <ul style="list-style-type: none"> • Listed here PEC 1 • PEC 2 • PEC 3 • PEC 4 • PEC 5 					
<p align="center">Discuss/Document Progress Toward Goals</p>					
Goals	Progress Summary, Including Revisions	Evidence	Audience	Completion	Impact
List individual goal statements here					
Goal 1					
Goal 2					
Goal 3					
Goal 4					
Goal 5					
<p>Notes from Chairperson's Consultation, including formative feedback with action steps and any noted modifications — (Note date of conference here)</p>					
<p>Notes from the consultation are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.</p>					

Year 2 / Phase III Faculty Evaluation					
Predetermined Evaluation Criteria <ul style="list-style-type: none"> Listed here PEC 1 PEC 2 PEC 3 PEC 4 PEC 5 					
Professional Goals					
Goals	Progress Summary	Evidence	Audience	Completion	Impact
List individual goal statements here					
Goal 1					
Goal 2					
Goal 3					
Goal 4					
Goal 5					
Notes (includes rating, justification for rating, and any recommendations) from DEPC/Peer Review of Teaching—(Note date of review here)					
Notes from the review are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.					
Notes (includes rating, justification for rating, and any recommendations) from DEPC/Peer Review of Scholarly/Professional/Creative Activity—(Note date of review here)					

Notes from the review are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.
Notes (includes rating, justification for rating, and any recommendations) from Chairperson Review of Scholarly/Professional/Creative Activity —(Note date of review here)
Notes from the review are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.
Notes (includes rating, justification for rating, and any recommendations) from Chairperson Review of Service —(Note date of review here)
Notes from the review are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.
Notes from Dean's Comprehensive Review and Final Rating (includes justification, synthesis of DEPC and chair ratings, and any recommendations noted on the Faculty Evaluation Plan) —(Note date of review here)
Notes from the review are captured here. Those notes would include recommendations from mentor faculty and dean, if consulted.

APPENDIX C (Appeal of Dean's Evaluation)

Bargaining Unit members may appeal a dean's evaluation through a memorandum sent to the Chief Academic Officer not later than April 30 of the same year in which the evaluation was received. The memorandum should be sent as an attachment electronically to the CAO inbox (cao@udc.edu) with the subject "Appeal of Dean Evaluation" and formatted as follows:

MEMORANDUM

TO: Dr. April Massey, Ph.D., Chief Academic Officer
FROM: (Bargaining Unit Member Name, Dept/Div, Discipline, and College/School)
RE: Annual Evaluation Appeal
DATE: April xx, xxxx

PARAGRAPH 1: States reason(s) for the appeal and the rating the Bargaining Unit member is seeking (i.e., Successful or Successful with Stipulations). States whether the dean's evaluation contained a "clear statement of goals and/or recommendations which remain undocumented in the portfolio narrative and/or undemonstrated by evidence" (Article 15.E.1). If not, the basis of the appeal becomes the lack of justification for the evaluation given by the dean. If so, then this paragraph states what performance elements are being appealed (i.e., teaching, scholarship/artistic accomplishments, or service).

PARAGRAPH 2: Provides evidence and explanation for success in the domain under dispute (e.g., teaching). This paragraph details what evidence provided by the Bargaining Unit member merits reconsideration and why. Evidence should be connected to the specific goals and/or recommendations in the Evaluation Form. If evidence was not initially provided in the portfolio for review, the Bargaining Unit member explains the circumstances for its absence.

PARAGRAPH 3: If needed, each subsequent paragraph should address a specific domain and follow the procedure stated above for Paragraph 2.

FINAL PARAGRAPH: Addresses any relevant extenuating circumstances that may have negatively affected the Bargaining Unit member's ability to achieve stated goals or recommendations in the Evaluation Form and notes whether these circumstances were previously documented.

APPENDIX D (P-FORMS)

P-1 Form	D2-D10
P-2 Form	D11-D14
P-3 Form	D15-D18
P-4 Form	D19-D22

University of the District of Columbia: Application for Promotion

Use this form to summarize and append all documentation that supports your promotion narrative. Append supporting documents/artifacts where referenced. Submit this form, with appended documents, along with your promotion narrative to your Department Chairperson no later than the second Friday of September.

Name: _____

Date: _____

College/School: _____

Dept/Division/Program: _____

Current Rank: _____

Salary Band: _____

Date promoted to current rank, if applicable: _____

Tenure Status: _____

Date of initial employment at
UDC or predecessor institution: _____

Rank applying for: _____

I. Earned degrees and certificates

Degree	Major	Institution	City/State	Date

The remainder of this application pertains to the time period from the date of successful application for promotion to the current rank. If the current rank is the rank at hire, report activities from the date of initial appointment.

II. Performance Evaluations

Beginning with your most current evaluation rating, please provide the summary ratings for each evaluation period completed since your last promotion or assignment to your current rank. Attach copies of your fully executed Faculty Planning Forms for each period [here](#).

Evaluation Period	Evaluation Rating

III. Teaching

A. Include here (or in a separate document in your portfolio) a brief statement of your teaching philosophy and a concise narrative (500-600 words) that highlights evidence of teaching success, connecting examples of student outcomes to specific classroom activities, experiential learning opportunities, pedagogical practices, and/or assessment methods you have implemented. Also include any curriculum- and career-centered course design and any teaching practices adopted by others to support student achievement or the scholarship of teaching and learning.

1. Courses taught and developed (if applicable) since last promotion or since arrival at UDC. If you taught at a prior institution, you may include up to two years' worth of courses taught prior to arrival at UDC.

Year & Term	Course No. & Title	Institution	Credit Hours	Attachments (links may be provided to syllabus and evidence of teaching success).

IV. Scholarship and Professional Activities

A. Continuing Education/Professional Development

1. Courses completed for academic credit

Date	Course No. & Title	Institution	Credit Hrs.	Attachment

Has an official transcript been filed with the Office of Academic Affairs?

_____ Yes _____ No

2. Short Courses, Workshops, etc. completed (not included in III A1)

Date	Title	Role	Sponsor(s)	Hours/ CEU	Attachment

3. Conference Participation

Date	Nature of Conference/Sponsoring Organization	Role	Attachment

B. Authorships

1. Books

Date	Title	Publisher	Co-Authors(s)	Analytics	Attachment

2. Published Papers, Articles, Reports, etc.

Date	Title	Publisher	Co-Authors	Analytics	Attachment

3. Completed Unpublished Papers, Articles, Reports, etc.

Date	Title	Co-Author(s)	Attachment

C. Research Activities

1. Proposals

Date	Title	Funding Source	Funded		Funding Period	Attachment
			Yes	No		

2. Research in Progress

Starting Date	Est. Completion Date	Brief Description	Funded/Funded Amount	Attachment

D. Creative works, shows, exhibits

Date	Nature of work/ Brief Description	Sponsoring Organization/Venue/Fundi ng	Attachment

E. Copyrights|Trademarks|Patents|Technology Commercialization

Description	Attachment

V. University Service (include all relevant information)

1. Departmental

Date	Activity	Total # of Estimated Hours	Attachment

2. College-Wide

Date	Activity	Total # of Estimated Hours	Attachment

3. University-wide

Date(s)	Activity	Total # of Estimated Hours	Attachment

4. Community Service (include all relevant information)

Date(s)	Activity	Total # of Estimated Hours	Attachment

Date: ____

Signed _____
Faculty Member

CHAIR'S REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name:

Current Rank:

Tenure Status:

For the Rank of:

Eligibility Verification: _____ (Chair signature). Comments (if any):

Category	Observations
I. Teaching a. Evidence of student learning outcomes achieved b. Connection of learning to teacher's pedagogical practices c. courses designed d. assessment practices e. Influence on other teachers, programs, scholarship of teaching and learning	

II. Performance Evaluation	
III. Continuing Education/Professional Development	
IV. Scholarly Products A. Authorships	

B. Research	
C. Works, Shows, Exhibits	
D. Copyrights Trade-marks Patents Technology Commercialization	
E. Other Professional Activities	

VI. Service A. University Service	
B. College/School and/or Dep/Division Service	
C. Community Service and Service to the Dis- cipline	

☐ Strongly Recommended

☐ Recommended

☐ Not Recommended

Ranked Number ___ of ___

Reason:

Date:

Signed: _____

COLLEGE PROMOTION COMMITTEE'S (CPC) REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name:

Current Rank:

Tenure Status:

For the Rank of:

Eligibility Verification: _____ (CPC Chair signature). Comments (if any):

Category	Observations
I. Teaching a. Evidence of student learning outcomes achieved b. Connection of learning to teacher's pedagogical practices c. courses designed d. assessment practices e. Influence on other teachers, programs, scholarship of teaching and learning	

II. Performance Evaluation	
III. Continuing Education/Professional Development	
IV. Scholarly Products A. Authorships	

B. Research	
C. Works, Shows, Exhibits	
D. Copyrights Trade-marks Patents Technology Commercialization	
E. Other Professional Activities	

V. Service A. University Service	
B. College/School and Dept/Division Service	
C. Community Service and Service to the Dis- cipline	

☐ Strongly Recommended☐ Recommended☐ Not Recommended

Ranked Number ___ of ___

Reason:

Date:

Signed: _____
CPC Chair

DEAN'S REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name:

Current Rank:

Tenure Status:

For the Rank of:

Eligibility Verification: _____ (Dean signature). Comments (if any):

Category	Observations
I. Teaching a. Evidence of student learning outcomes achieved b. Connection of learning to teacher's pedagogical practices c. courses designed d. assessment practices e. Influence on other teachers, programs, scholarship of teaching and learning	

II. Performance Evaluation	
III. Continuing Education/Professional Development	
IV. Scholarly Products A. Authorships	

B. Research	
C. Works, Shows, Exhibits	
D. Copyrights Trade-marks Patents Technology Commercialization	
E. Other Professional Activities	

VI. Service A. University Service	
B. College/School and Dept/Division Service	
B. Community Service and Service to the Dis- cipline	

☐ Strongly Recommended

☐ Recommended

☐ Not Recommended

Ranked Number ___ of ___

Reason:

Date:

Signed: _____

University of the District of Columbia

NEA Faculty Salary Schedule ⁽¹⁾:

Effective Date: October 1, 2024

Faculty Pay Band Table	Rank	Discipline Group ⁽²⁾	Pay Band Minimum	Pay Band Maximum
A1	Professor	A	\$98,000	\$156,656
		B	\$122,913	\$185,530
A2	Associate Professor	A	\$88,000	\$131,146
		B	\$106,680	\$162,339
A3	Assistant Professor	A	\$79,000	\$109,114
		B	\$95,084	\$143,786
A4	Instructor	A	\$72,000	\$94,040
		B	\$81,169	\$122,913

(1) This salary schedule is only applicable for NEA faculty association members

(2) Group A Disciplines = All Faculty Disciplines (Excluding Group B)

Group B Disciplines (Baccalaureate & Graduate Level) = Accounting; Biomedical Engineering; Business Management; Civil Engineering; Computer Science; Electrical Engineering; Finance; Information Technology; Management Information Systems; Marketing; Mechanical Engineering

CERTIFICATE

To: The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, NW
Washington, DC 20004

From: Avis Marie Russell
General Counsel

Re: Legal Sufficiency Certification – Ninth Master Agreement between the University
of the District of Columbia and the University of the District of Columbia Faculty
Association/National Education Association (“Ninth Master Agreement”).

Date: December 17, 2024

This is to certify that this Office has reviewed the above-referenced Ninth Master Agreement and that we have found such contract to be legally sufficient subject to submission of any required materials and Council approval.

If you have any questions, please do not hesitate to contact me at (202) 274-5604.

By: Avis Marie Russell
Avis Marie Russell
General Counsel
University of the District of Columbia

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

THRU: Paris Saunders *Paris Saunders*
Associate Chief Financial Officer, Education Cluster

FROM: Roy Layne *Roy Layne*
Chief Financial Officer, University of the District of Columbia

DATE: February 12, 2025

RE: Approval of Compensation System Changes for the University of the District of Columbia Faculty Association / National Education Association employees.

Conclusion:

The University of the District of Columbia (University) has sufficient funding in the FY 2025 operating budget to support the estimated fiscal impact of the Ninth Master Agreement (“Agreement”) between the University and the University of the District of Columbia Faculty Association / National Education Association (UDCFA/NEA). Although the FY26 operating budget has not yet been approved and is subject to future appropriation, it is estimated that the University will need to implement course scheduling efficiencies to offset the potential impact of proposed maximum workload credit hours.

Background:

The Board of Trustees (“Board”) of the University passed Resolution No. 2024-50R (“Resolution”) on December 3, 2024 which provided approval to the Agreement between the University and the UDCFA/NEA.

The Agreement covers compensation and terms and conditions of employment for members of the bargaining unit for the period of October 1, 2022 through September 30, 2025. Specifically, the following items are included in Article 18 (Compensation):

FY25 New Salary Structure with Below Minimum Pay Adjustments
FY25 3% Cost of Living Adjustment (COLA)
FY25 Continuity Pay Adjustment based on years of service
FY25 Promotion Catch-up Payments for bargaining unit members promoted in fiscal years 2022, 2023, and 2024
FY25 Discretionary Equity Adjustment Pool to address internal and external pay disparities

Additionally, Article 17 (Workload) of the Agreement sets forth maximum workload credit hours per academic year. These provisions do not inherently increase the compensation costs for faculty members of the UDCFA/NEA; however, the reduction in maximum workload credit hours, as compared to the 8th Master Agreement, may result in an increase in adjunct professor utilization unless it is offset by efficiencies in course offerings and scheduling.

Financial Impact:

Article 18 – Compensation

The University has sufficient budget in FY 2025 operating funds to pay \$3,725,413 in estimated costs for the proposed compensation changes in Article 18 of the Agreement. The University has reserved sufficient budget in operating funds in its FY26 budget request to pay for the ongoing impact of the compensation changes in FY26 and beyond, subject to future appropriation.

Costs of the Ninth Master Agreement between the University and the UDCFA/NEA*			
	Salaries	Fringe Benefits**	Total
Below Minimum Pay Adjustment	1,127,455	293,138	1,420,593
3% Cost of Living Adjustment	501,402	130,364	631,766
Continuity Pay Adjustment	642,774	167,121	809,896
FY22 Promotion Catch-up (2%)	10,686	2,778	13,464
FY23 Promotion Catch-up (2%)	41,069	10,678	51,747
FY24 Promotion Catch-up (2%)	88,291	22,956	111,247
Discretionary Equity Adjustment Pool	545,000	141,700	686,700
Total	2,956,677	768,736	3,725,413

*All costs are recurring

**Fringe benefits rate of 26%

Article 17 – Workload

In the Spring 2024 and Fall 2024 semesters, a total of 667.5 credit hours were taught by faculty members of the UDCFA/NEA in excess of nine (9) credit hours per semester, or eighteen (18) credit hours per academic year, the proposed maximum workload credit hours. Absent course or scheduling efficiencies, the estimated increase in adjunct costs to teach the same course load would be approximately \$1,025,390, as illustrated in the table below.

Semester	Total credit hours taught by UDCFA/NEA faculty in excess of 9 credits per semester	Average per-credit adjunct rate	Estimated Adjunct Wages	Estimated Adjunct Fringe Benefits*	Estimated Adjunct Total Cost
Spring 2024	352.5	\$ 1,427	\$ 503,017	\$ 38,481	\$ 541,498
Fall 2024	315.0	\$ 1,427	\$ 449,505	\$ 34,387	\$ 483,892
Total			\$ 952,522	\$ 72,868	\$1,025,390

*Adjunct fringe benefits rate of 7.65%

Based on year-to-date and forecasted expenditures for the remainder of FY 2025, the University has sufficient budget in FY 2025 operating funds to absorb the estimated impact of the increased adjunct utilization resulting from Workload provisions of the Agreement.

Although the FY26 budget has not yet been proposed and is subject to future appropriation, it is estimated that the University's adjunct budget will require additional funding of \$579,248 or equivalent cost savings from course scheduling or offering efficiencies to offset the potential impact of the Workload provisions on adjunct utilization. The estimated additional funding or cost savings is equivalent to approximately 11% of the total adjunct budget or 377 credit hours, based on the average per-credit adjunct rate.

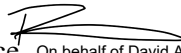
Should you have any questions, please contact Brian Connell, Budget Officer, at brian.connell@dc.gov or 202-274-6057.

Attachments:

1. Board of Trustees UDC Resolution No. 2024-50R
2. Ninth Master Agreement between the University and The University of the District of Columbia Faculty Association/National Education Association

Fiscal Impact Statement

TO: The Board of Trustees

FROM: Managing Director of Finance  On behalf of David A. Franklin

DATE: November 14, 2024

SUBJECT: 9th Master Agreement with National Education Association (NEA) Faculty – Compensation System Changes

Conclusion

The University of the District of Columbia (University) has the available funding in the FY25 operating budget, and beyond, to pay the cost increases agreed to in the Ninth Master Agreement between the University and the University of the District of Columbia Faculty Association / National Education Association (UDCFA/NEA).

Background

The 9th Master Agreement sets forth terms and conditions of employment for faculty represented by the National Education Association (NEA) and negotiated by the parties for members of the bargaining unit for the period of October 1, 2022, through September 30, 2025. Employees who make up the bargaining unit include all full-time faculty employees holding a permanent appointment paid from appropriated funds, including librarians/media specialists, of the University of the District of Columbia, excluding any management official, confidential employee, supervisor or employee engaged in personnel work in other than a purely clerical capacity. The bargaining unit does not include any employees of the David A. Clarke School of Law, including faculty.

The agreement covers compensation and terms and conditions of employment. The agreement specifically includes the following items:

- FY25 New Salary Structure with Below Minimum Pay Adjustments
- FY25 3% Cost of Living Adjustment (COLA)
- FY25 Continuity Pay Adjustment based on years of service
- FY25 Promotion Catch-up Payments for bargaining unit members promoted in fiscal years 2022, 2023, and 2024
- FY25 Discretionary Equity Adjustment Pool to address internal and external pay disparities

The University has sufficient budget in FY 2025 operating funds to pay the anticipated \$3,725,413 (see **Table 1**) in costs for the Ninth Master Agreement between the University and the UDCFA/NEA.

Fiscal Impact Statement

Table 1. 9th Master Agreement Costs

Costs of the Ninth Master Agreement between the University and the UDCFA/NEA*			
	Salaries	Fringe Benefits**	Total
Below Minimum Pay Adjustment	1,127,455	293,138	1,420,593
3% Cost of Living Adjustment	501,402	130,364	631,766
Continuity Pay Adjustment	642,774	167,121	809,896
FY22 Promotion Catch-up (2%)	10,686	2,778	13,464
FY23 Promotion Catch-up (2%)	41,069	10,678	51,747
FY24 Promotion Catch-up (2%)	88,291	22,956	111,247
Discretionary Equity Adjustment Pool	545,000	141,700	686,700
Total	2,956,677	768,736	3,725,413

*All costs are recurring

**Fringe benefits rate of 26%

Fiscal Impact

Based on the information provided there are no known risks to the University at this time.

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF
COLUMBIA UDC RESOLUTION NO. 2024 – 50R**

SUBJECT: RATIFICATION OF THE ACTION OF THE EXECUTIVE COMMITTEE OF THE BOARD OF TRUSTEES TO APPROVE THE NINTH MASTER AGREEMENT BETWEEN THE UNIVERSITY AND THE UNIVERSITY OF THE DISTRICT OF COLUMBIA FACULTY ASSOCIATION/NATIONAL EDUCATION ASSOCIATION

WHEREAS, pursuant to D.C. Official Code §1-617.15(a), the Board of Trustees of the University of the District of Columbia approves collective bargaining agreements for the University; and

WHEREAS, pursuant to D.C. Official Code §1-617(i) (j), the Mayor submits the collective bargaining agreement to the Council of the District of Columbia for approval of the compensation terms for the University; and

WHEREAS, the University of the District of Columbia administration and the University of the District of Columbia Faculty Association/National Education Association have negotiated terms for a new collective bargaining agreement; and

WHEREAS, pursuant to 8B DCMR 110.1(a) interim actions taken by the Executive Committee must be submitted for ratification by the Board at its next regularly scheduled meeting; and

WHEREAS, the Executive Committee met on November 14, 2024, and approved UDC Resolution No. 2024–50 which approved the Ninth Master Agreement Between the University and the University of the District of Columbia Faculty Association/National Education Association.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees ratifies the action of the Executive Committee approving UDC Resolution No. 2024-50.

Approved by the Executive Committee:

November 14, 2024

Ratified by the Board of Trustees:

December 3, 2024



Christopher D. Bell
Chairperson of the Board



Maurice Edington, Ph.D.
President

February 28, 2025

The Honorable Muriel Bowser
Mayor, District of Columbia
1350 Pennsylvania Avenue NW, Suite 316
Washington, DC 20004

Re: Ninth Master (Collective Bargaining) Agreement Between University of the District of Columbia and University of the District of Columbia Faculty Association/National Education Association

Dear Mayor Bowser:

On December 3, 2025, the Board of Trustees of the University of the District of Columbia approved the Ninth Master Agreement ("Agreement") between the University of the District of Columbia Faculty Association/ National Education Association and the University of the District of Columbia.

Pursuant to D.C. Code § 1-617.17(i)(1), the University submits this Agreement to you for submission to the Council of the District of Columbia (hereafter "Council"). Enclosed with this letter is the Ninth Master Agreement executed by the Faculty Association, a resolution signed by the Board of Trustees approving the Ninth Master Agreement, a Legal Sufficiency Certification from the University's Office of the General Counsel, the Fiscal Impact Statement prepared by the Office of the Chief Financial Officer, a draft Council transmittal letter, and a proposed Council resolution.

The total cost for the agreement is \$3,725,413 and includes the following:

Costs of the Ninth Master Agreement between the University and the UDCFA/NEA*			
	Salaries	Fringe Benefits**	Total
Below Minimum Pay Adjustment	1,127,455	293,138	1,420,593
3% Cost of Living Adjustment	501,402	130,364	631,766
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Discretionary Equity Adjustment Pool	545,000	141,700	686,700
Total	2,956,677	768,736	3,725,413

*All costs are recurring

**Fringe benefits rate of 26%

The University respectfully requests that you submit the fully executed Ninth Master Agreement to the D.C. Council for approval to implement the terms of this collective bargaining agreement.

Sincerely,



Maurice Edington, Ph.D.

President

Enclosures