



## Table of Contents

Article 1. Witnesseth .....	1
Article 2. Faculty Affairs Council .....	1
Article 3. Term of Agreement.....	1
Article 4. Academic Calendars .....	1
Article 5. Salary.....	2
Article 6. Overload Teaching.....	6
Article 7. Special Adjustments .....	7
Article 8. Chairperson Compensation .....	7
Article 9. Off-Campus Teaching .....	9
Article 10. Health Insurance .....	9
Article 11. Medical and Dependent Spending Accounts .....	12
Article 12. Disability .....	13
Article 13. Life Insurance .....	15
Article 14. Pension .....	16
Article 15. Long-Term Care Insurance.....	17
Article 16. Voluntary Phased Separation Plan .....	17
Article 17. Benefits Available to Bona Fide Faculty Retirees .....	19
Article 18. Social Security .....	20
Article 19. Unemployment Compensation.....	20
Article 20. Worker's Compensation.....	20
Article 21. Insurance, Defense and Indemnification.....	20
Article 22. Tuition Scholarships for Faculty Members, Spouses, and Children .....	21
Article 23. Tuition Benefits for Secondary and Elementary Schools.....	21
Article 24. Librarians .....	22
Article 25. Exercise Science and Sport.....	22
Article 26. FAC Officers' Released Time.....	22
Article 27. Monthly FAC/FPC Meetings .....	23
Article 28. No Strike/Work Stoppage or Lockout.....	23
Article 29. Collection of Dues and Assessments .....	23
Article 30. Faculty Handbook Committee.....	23
Article 31. Faculty Parking Plan.....	23
Article 32. Adoption Assistance Plan.....	25
Article 33. Alternative Contract Arrangements .....	26
Article 34. Laboratory and Clinical Course Workload Equivalency.....	28
Article 35. Benefits Committee .....	28
Article 36. Program Directors.....	28
Article 37. Online Course Compensation.....	30.....TT2



will make every effort to submit grades within 72 hours after the time an individual exam was

2017-18 Any raises under this Section will be effective September 1, 2017. The increases in faculty base salaries will be as follows:

1. ATB Salary Increment– Bargaining unit members employed by the University on



Associate

have her/his salary increased to the minimum of her/his rank as indicated in A. above.

- d. Merit Adjustments to Base Salary, when applicable, will be added after application of all the above provisions.
2. For Academic Years 2018-19 and 2019-20, the distribution will be made in the following order:
- a. Each faculty member's salary will first be increased by the across-the-board increment.
  - b. Members of the bargaining unit who are promoted in rank will then receive the promotion bonus described in B above.
  - c. After application of the across-the-board and the promotion bonus provisions, any faculty member whose salary is below minimum for her/his rank will have her/his salary increased to the minimum of her/his rank as indicated in A. above.
  - d. The funds in the equity pools for full and associate professors will be distributed.

**Article 6. Overload Teaching**

**A. Overloads and Special Session Compensation**

Compensation for teaching special sessions and overload teaching during the spring and fall semesters will be paid in accordance with the dollar per credit hour amount shown below. For special sessions, courses may be cancelled by the administration when the enrollment does not meet a minimum of six students; in every case, however, such cancellations will occur in accordance with the procedures specified in Section 8.1.c of the Faculty Handbook. If, on the other hand, the Dean determines that a class must be offered even if it does not meet the minimum of six, then it will be offered at full pay.

<u>Session</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Fall/Spring Semester	\$1,400	\$1,450	\$1,500	\$1,550	\$1,575
Special Session	\$1,400	\$1,450	\$1,500	\$1,550	\$1,575

**B.**



subcommittee drawn from the negotiating teams, based upon data from the three years of the expiring contract. The number of different levels into which departments are divided, based upon the range and distribution of departmental scores, will be determined upon evaluation of the data at the time of contract renewal.

For the current contract, the departments have been divided into three levels, I, II and III, as detailed below.

**Level I:**

Biology  
 Chemistry  
 Counseling & Human Services  
 Economics/Finance  
 Education  
 Exercise Science & Sport  
 Health Administration / Human Resources  
 Management / Marketing  
 Nursing

**Level II:**

Accounting  
 Communications  
 Computing Sciences  
 English & Theatre  
 History  
 Operations / Information Management  
 Occupational Therapy  
 Physical Therapy  
 Physics/Electrical Engineering  
 Psychology

**Level III:**

Latin American & Women's Studies  
 Mathematics  
 Philosophy  
 Political Science  
 Sociology/Criminal Justice  
 Theology/Religious Studies  
 World Languages & Culture

The compensation plan for department chairs will be as follows:

Level	Compensation during Academic Year	Summer Compensation
I	5 units †	4 credits

**Article 9. Off-Campus Teaching**

- A. Any assignment made by the Administration that requires a faculty member to fulfill credit bearing teaching responsibilities or other responsibilities as described in Section 5.4 of the Faculty Handbook portion of this Collective Bargaining Agreement at a location beyond 15 minutes normal walking distance from the University constitutes an Off-Campus Assignment.
- B. Assignment of faculty to off-

brochure provided by the carrier for the contract with the University and in the Summary Plan Descriptions. This information is available from the University's Office of Human Resources.

Effective January 1, 2016, Insurance Plan Co-pays for PPO and POS healthcare plans will be as follows:

- |  |      |
|--|------|
| a. Primary Office Visit Copay            | \$20 |
| b. Specialist Office Visit Copay         | \$30 |
| c. Emergency Room Copay                  | \$50 |
| d. Urgent Care Copay                     | \$25 |
| e. High-tech Imaging Copay               | \$25 |
| f. Outpatient PT/OT/Speech Therapy Copay | \$20 |
| g. Chiropractic Copay                    | \$20 |

Effective January 1, 2016, the major medical deductible for the Traditional Indemnity Plan will increase from \$100 to \$150.

- B. Prescription Drug Program. A freestanding prescription drug program is offered with all three health insurance options. The benefit is a three-tier formulary program with a \$10 co-pay for Tier One drugs, a \$20 co-pay for Tier Two drugs, and a \$35 co-pay for Tier Three drugs. The benefit is limited to a 30-day supply at retail pharmacies and a 90-day supply with 2 co-pays for Tier Two and Tier Three drugs and one co-pay for Tier One drugs through mail order. There are no lockouts, i.e., excluded drugs.
- C.



- G. An open enrollment allowing eligible full-time faculty to change medical plans or enroll in a medical plan if not previously participating is conducted in the last quarter of each calendar year. The faculty member's election is effective January 1 of the next year.
- H. An "Opt-out" alternative is available to eligible full-time faculty members who have no need for additional medical/dental/vision coverage at the time of hire or during the course of employment. If Opt-out is elected, the faculty member's monthly pay will be increased by \$125.00 for each month during which participation in a medical/dental/vision plan is waived. However, it takes a "life event" (as defined by I1(m)-12H.eeeefwdi.e eve08 Tm( )Tj19.5p6(ge))

declared. Designated funds not expended during the course of the calendar year are relinquished to

occupation routinely performed at the time the Disability begins. In evaluating the Disability consideration is given the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer at a specific location.

The LTD plan also includes an annual benefit increase (ABI) paid by the University. For

Eligibility for long-term disability (LTD) is determined solely by the University's LTD carrier. The University's contract with the LTD carrier is based, in part, on the definition of Optimum Ability. Optimum Ability is the greatest extent of work you are able to do in your

**Article 14. Pension**

- A. The University makes two pension plans available to lay faculty: TIAA/CREF and Transamerica Retirement Solutions. Jesuit faculty participate in the Maryland Province retirement fund. Contributions total 14% of salary, and are shared by the University and employee. The employee contribution is 2% for faculty with salaries below \$26,000. The faculty member's contribution increases by one-tenth of a percent for each \$1,000 of salary above \$26,000 to \$45,000, the salary at which the faculty member's contribution is 4%, the maximum faculty member contribution. The University contributes the difference between the required employee contribution and 14% to either Transamerica Retirement Solutions or TIAA/CREF, at the faculty member's discretion.
  
- B. Employee contributions (withheld from pay according to the contribution schedule) are directed to a tax-deferred annuity (TDA) with Transamerica Retirement Solutions or a

Retirement Solutions balance (fixed and equity accounts). The faculty mandatory account (403[b] with both carriers) may be transferred to the alternate carrier without restriction.

**Article 15. Long-Term Care Insurance**

The University offers full-time faculty the opportunity to purchase Long-Term Care Insurance through a voluntary Long-Term Care Insurance policy. Faculty members are responsible for 100% of the premium, which may be remitted through payroll deduction.

**Article 16. Voluntary Phased Separation Plan**

Available to faculty from September 1, 2015 to May 31, 2020

A. Prologue

1. This is a voluntary program and application into it must be initiated by the faculty member.
2. Unless replaced by an alternative early separation plan mutually agreed upon by FAC and the University of Scranton, this program of voluntary phased separation becomes effective on September 1, 2015 and continues in force as part of the collective bargaining agreement that expires on August 31, 2020.
3. If another early separation plan choice be-2(e)-6( 16. )-1oa41Cvalva(c)4(t)-122(va(rat)3(i)-2(n)-10(g)10 sAnianiansPsac.

E. Benefits  
1.

faculty member is responsible for contributing the balance of the premium costs. Beyond the two year period specified here, the retiree may continue to participate in the University's wraparound health insurance plan, and dental and vision plans, provided the retiree pays 100% of the applicable health, dental and vision coverage premiums.

3. Health Insurance for the retiree's spouse and/or eligible dependents: Following the periods set forth in Section E.1, the retiree's spouse and/or eligible dependents may continue to participate in the University's health insurance plans, provided the retiree pays 100% of the applicable health insurance premium. If the retiree dies, the retiree's spouse and/or eligible dependents may continue to participate in the University's health insurance plan as long as the retiree's spouse and/or eligible dependents pay 100% of the health insurance premium.
4. Dental and Vision Coverage for the retiree's spouse and/or eligible dependents: Following the periods set forth in Section E.1, the retiree's spouse and/or eligible dependents may continue to participate in the University's dental and vision plans, provided the retiree pays 100% of the applicable dental and vision coverage premiums. If the retiree dies, the retiree's spouse and eligible dependents may continue to participate in the University's dental and vision plans as long as the retiree's spouse and/or eligible dependents pay 100% of the applicable dental and vision coverage premiums.

#### H. Application for Entrance into the Plan

1. The faculty member must notify the Provost/VPAA by February 1 of the preceding academic year of his/her intention to apply for the phased retirement program in the subsequent fall semester.
2. The Provost must acknowledge receipt of such notification with a written agreement of the terms, copied to the Chair of FAC, to be signed by the faculty member and the University. The Provost may require the faculty member to delay the beginning of phased retirement for one year due to programmatic exigencies.

#### I. Limits on Faculty Options

1. After entering into a phased separation agreement, a faculty member may choose to reduce the period of the phased separation by one academic year, provided that the faculty member provides notice to the Provost/VPAA by February 1 of the preceding academic year.
2. A faculty member may not take a sabbatical leave once the phased retirement plan has begun.

### **Article 17. Benefits Available to Bona Fide Faculty Retirees**

A faculty member of the University is considered a "retiree" if he or she separates from the

- Health, Dental and Vision Coverage (Faculty member pays 100% of the premium. Coverage includes spouses and eligible dependents)
- Dependent tuition remission
- Employee tuition remission
- Use of facilities for social events
- Library privileges
- Credit union
- Use of the fitness facilities under arrangements for the faculty in general
- Discounts normally provided to active employees (including but not limited to the bookstore and theater productions)
- Retirees may have conversion privileges to convert other benefits to an individual policy, e.g., life insurance.

**Article 18. Social Security**

Social Security payments are made on earnings as required by law, except for Jesuits and other religious.

**Article 19. Unemployment Compensation**

Unemployment compensation benefits are provided to all faculty as required by law.

**Article 20. Worker's Compensation**

In addition, FAC will encourage faculty members to attend a University-sponsored session on avoiding legal liability, harassment prevention, and other related topics when offered to faculty. All of the University's insurance policies are available for inspection by faculty.

**Article 22. Tuition Scholarships for Faculty Members, Spouses, and Children**

Full-time faculty members, their spouses, and their children will, on application through the Office of Human Resources and acceptance by the University, receive full tuition scholarships for any credit bearing catalogue courses taken at the University. Faculty children will be eligible for this benefit up to and including the academic year in which they attain the age of twenty-four (24). Special requests for extensions of this benefit beyond this age limit will be decided by the Provost/VPAA in consultation with the chairpersons of FAC/FPC. The Office of Human Resources will, in all cases, require that application be made for any available federal or state assistance. The tuition remission benefit for faculty members and their dependents will not be applied until all required financial aid forms and applications are officially filed. If all applicable financial aid forms are not completed in a timely manner, the actual amount of state and/or federal grants that the student would have been eligible for will be deducted from the University's tuition remission benefit. The faculty member is responsible for paying the University the portion of the financial aid package that was forfeited by not filing all of the required forms in a timely manner. The same scholarship benefit is extended to the children of deceased or disabled full-time faculty members who served for at least seven (7) years immediately prior to death or disability.

The University participates in FACHEX (faculty children exchange) which presents the possibility of full tuition at other Jesuit institutions when an exchange slot is available.

The University is a member of the Tuition Exchange - Washington, DC consortium (TE). Membership in TE provides tax-free scholarships. At a minimum, the University will make available the same number of outgoing exchanges as it has incoming exchanges.

**Article 23. Tuition Benefits for Secondary and Elementary Schools**

A. Scranton Preparatory School:

The Scranton Preparatory School tuition benefit is applicable to all current members of the bargaining unit hired before September 1, 1994. Under this benefit, the University makes 95% tuition payments to the Scranton Preparatory School for children of eligible University full-time faculty members. If this level of benefit is not available for any child of a faculty member, the University will make available the same number of outgoing exchanges as it has incoming exchanges.

In accordance with the University's agreement with Wyoming Seminary Preparatory School (Wyoming Seminary), Wyoming Seminary provides children of full-time faculty members enrolled at Wyoming Seminary in any grade, pre-kindergarten through postgraduate level with a 50% tuition reduction during any academic session. This tuition reduction is based on the mutual agreement of both the University and Wyoming Seminary. Either institution may terminate this agreement on or before April 15 preceding a new academic year beginning in September.

Children must meet the ordinary admissions requirements for Wyoming Seminary.

To apply for this benefit, the eligible parent must complete an eligibility form, available from the University's Office of Human Resources. Additional aid may be requested by filing the Parent's Financial Statement, available at Wyoming Seminary, with the financial aid officer at Wyoming Seminary.

**Article 24. Librarians**

The librarians shall receive six personal days per contract year.

**Article 25. Exercise Science and Sport**

- A. The normal credit load for faculty members in the Department of Exercise Science and Sport is the same as that of all full-time faculty.
- B. This normal credit load may be fulfilled by a combination of teaching and collateral athletic assignments.
- C. Collateral athletic assignments will be made by the Director of Athletics, who will consult with the department chair. Disputes, if any, will be resolved jointly by the Vice President for Student Affairs and the Dean of the Panuska College of Professional Studies (PCPS). A final appeal may be made to the Provost/VPAA.
- D. Collateral athletic assignments are to be made simultaneously with the annual course

**Article 27. Monthly FAC/FPC Meetings**

- B. Parking Agreement**
  - 1. Initial Numbers and Locations:**

forwarded on a monthly basis to a designated FAC officer and a designated FPC member.

- f. Faculty members are expected to report all parking problems to the designated FAC officer. The officers of FAC will bring any significant problems to the parking oversight committee described in 3 (Oversight) below.
- g. If/when faculty parking spaces are lost due to construction and other longer term events; they will be replaced with an equal number of spaces in locations acceptable to the officers of FAC and FPC. For paving and other short-term events, parking regulations will be relaxed to allow parking in unrestricted areas on campus.
- h. Faculty parking stickers will be issued only to members of the bargaining unit.

### **3. Oversight:**

In order to help achieve the goal stated in the introduction, a parking oversight committee consisting of two FAC officers and two FPC officers will be established to evaluate monthly reports from the officers of FAC and the University's Parking and Traffic Office. Based on their evaluations, the committee will direct adjustments to the zoned parking arrangement and address significant parking problems brought to the attention of the officers of FAC by faculty.

The officers of FAC will bring significant problems to the parking oversight committee which will meet only when necessary, except that it shall meet at least once a semester.

If a FAC report indicates that one or more faculty members experienced recurrent difficulties in locating designated parking, appropriate adjustments will be made.

The University's Parking and Traffic Office will forward to the committee monthly

expenses, fees for authentication of documents, translation and immigration fees, uninsured medical expenses of the birth mother and charges for temporary foster care before placement.

Reimbursement will occur after the adoption is finalized. Itemized expenses must be presented for reimbursement. The maximum reimbursement to a University employee during his/her total employment with the University is \$6,000.

Ordinarily, the University will provide two weeks of paid leave to any faculty member during any semester in which the faculty member adopts a child. During this two-week period, department members are called upon to cover the classes with no additional compensation.

In cases where the adopting parents are both University employees, the reimbursement is paid only once to the family unit per adoption, not to each University employee individually. In these cases, both parents will be provided with paid leave as described above.

The reimbursements described in this article will be available to faculty members who are adopting a child and to faculty members and dependents who are placing a child for adoption.

### **Article 33. Alternative Contract Arrangements**

In some cases the dean may approve a position constituted in such a way that a faculty member's contract rule refers to the summer and fall semesters or spring and summer semesters rather than the customary fall and spring semesters. In addition to all of the terms and conditions of the Collective Bargaining agreement (containing the Faculty Contract and the Faculty Handbook) this alternative arrangement is defined by and subject to the following conditions.

- A. Acceptance of this alternative contract by a faculty member, either upon hiring or later in the faculty member's service to the University, must be voluntary in nature. Except for situations in which an individual is specifically hired into a position that would constitute an alternative contract arrangement, only tenured faculty members will be asked on an individual basis to consider accepting such arrangements.
- B. If a current faculty member on a regular contract makes the transition to this alternative contract arrangement, he or she will receive a check on May 1st of the last year of the standard contract, which will represent his or her salary for May and the deferred payments for the remainder of the academic year.
- C. During subsequent academic years for faculty members transitioning to the alternative contract, or for faculty members hired under the alternative contract, the contract period

given in writing to the candidate at least three months prior to the expiration of the contract in the first academic year of service, at least six months prior to the expiration of the contract in the second academic year of service, and at least twelve months prior to the expiration of the contract in the third and subsequent academic years of service at the University.

- G. In the event that the faculty member holding this alternative contract elects to return to a regular fall and spring semester schedule, he or she must notify the chair of the department and the Dean of this intention by September 15 of the year prior to the academic year in which the faculty member wishes to return to a standard contract.
- H. A faculty member wishing to return to a standard contract will not be paid during June, July and August of the year before he or she begins his or her new regular contract.
- I. In the event that the faculty member holding this alternative contract elects to terminate his or her service to the University, he or she shall offer written notice of this intention to resign to the Provost/AVP at least 120 days before the date of contract expiration. The effective date of departure shall not fall within the summer or fall semesters. No resignation will be permitted to become effective during the first 30 days after the starting date or renewal date of a contract, except by mutual consent.
- J. If the faculty member holding this alternative contract is not serving as a department chairperson, he or she shall be exempt from the responsibility to participate in University and department faculty meetings as stipulated in Section 5.4.H of the Faculty Handbook during the regular semester that he/she is not teaching. However, the faculty member does retain the right to participate voluntarily in any or all “off” semester meetings. The faculty member shall also be informed of the agenda and supplied with the minutes of all such meetings. The faculty member maintains responsibility for all other general responsibilities as listed in Section 5.4 of the Faculty Handbook.
- K. The arrangement of this alternative contract provides for a different, but no more or less legitimate, way for a faculty member to fulfill the responsibilities outlined in Sections 5.4 and 5.5 of the Faculty Handbook. No member of the faculty or administration may use the alternative nature of this contract or its provisions, in and of themselves, as a basis for assessment during the annual evaluation and/or rank and tenure process.
- L. The terms and conditions agreed to herein shall not form a precedent in determining the rights, responsibilities, or employment status of any current or future faculty member.
- M. The exceptional stipulations contained within this individual agreement do not in any way modify or replace the general provisions of the Faculty Handbook or any other component of the collective bargaining agreement. Changes to any part of the collective bargaining agreement that do not conflict with the terms of this agreement will immediately apply to the faculty member holding this alternative contract.
- N. Applicable Department Chairs will be consulted whenever an alternative contract arrangement is being considered and the faculty members of the affected departments shall be fully informed of the terms and conditions.

### **Article 34. Laboratory and Clinical Course Workload Equivalency**

For all laboratory or clinical courses taught by full-time faculty, a 1:1 workload credit:contact hour ratio applies if the course satisfies any of the following criteria:

1. the course number is 200 or above (with the exception of 200 level Organic Chemistry course sections taught by Graduate Assistants, and single-section laboratory or clinical courses with an enrollment of 6 or fewer);
2. the course has received a Writing Intensive designation; or
3. the course has received a departmental and decanal designation as one primarily employing inquiry-based learning or problem-based learning.

### **Article 35. Benefits Committee**

The University will continue the Benefits Committee established under the 2009-12 contract, which will include an equal number of representatives of faculty and administration, designed to ensure effective communication between faculty and administration on the delivery of benefits. The Committee will serve in an advisory role on the effective delivery of benefits, and members will report to their constituencies as determined by each constituency.

During the term of this Agreement, the Benefits Committee will explore the availability for unit members of the various products on the market regarding long-term care coverage, including products that cover such benefits as adult day care, home health care, transportation, assisted living, and home aids. It is understood that the University would not contribute to the cost of any such product that might be made available to unit members.

### **Article 36. Program Directors**

1. Program Directors are appointed by the Dean and recognized as having important duties and responsibilities. Program Directors typically work closely with Department Chairpersons in providing services to students in programs within departments and in other areas of the University. The University retains the right to decide which academic programs need a Program Director and how many Program Directors to have.
2. All Program Directors must be tenured or tenure-track members of the full-time fihoon,

- f. Conducting periodic reviews of the program, including five year reviews of academic programs as may be required by the University
  - g. Preparing program specific goals and objectives to be included in department annual reports
  - h. Working with the department chair on teaching schedules, including assignments of part time faculty and adjunct faculty;
  - i. Maintaining and modifying program manuals and materials
  - j. Preparing changes to the course catalogs each academic year
  - k. Arranging for external mentors, reviewing external quality standards, interacting with various stakeholders
  - l. Working with department faculty on program specific accreditation and certification and preparing program specific accreditation and certification reports
  - m. Conducting marketing efforts to maintain enrollment, promotion of the program and recruitment of new students (done in conjunction with other administrative and academic departments)
  - n. Other duties as recommended by the Department Chair or assigned by the Dean and as stated in the appointment letter
5. Program Directors may be required to work during the summer as well as during the normal academic year as a condition of their appointment and this will be taken into account in setting their salary.
6. Program Directors may be appointed for terms of one or two years at the discretion of the Dean and after considering the recommendation of the Department Chairperson.
7. The University retains the right to create or eliminate Program Director positions in any School or College at its sole discretion. Further, the University retains the right not to reappoint Program Directors to subsequent terms either because, in its judgment, there is no longer a need for the position or because of individual performance considerations. The non-reappointment of a Program Director will not affect his or her status as a full time faculty member.
8. Program Directors will be paid as follows:
- a. Due to the variation in Program Director duties, and variations in the length of appointment, the compensation for such work will vary. However, effective with Academic Year 2013-14, the University agrees that the minimum payment for such work will be the three-credit overload rate (fall/spring rate) and a three-credit reduction in teaching load. For purposes of released time, Program Directors will be considered to be on a 21-credit load.
  - b. Deans will decide upon the level of payment and/or released time for Program Directors after consultation with the Department Chair and with the faculty member who is to serve as Program Director. The Dean shall also take into account a number of variables in setting the compensation level. Such variables shall include, but not

expected responsibilities in the areas of program marketing; recruitment of students into the program; responsibilities with the faculty, students and administration; program performance; course/curriculum work and other duties.

- c. The Dean shall not act arbitrarily or capriciously in setting the level of payment and/or released time.

9. The University will provide FAC with a list of Program Directors and their compensation and/or released time for an academic year no later than November 1 of that year.

**Article 37. Online Course Compensation**

Faculty compensation for teaching online courses will be as follows:

The Stipend for developing, redesigning, or delivering a three or more credit hour online course will be as follows:

- a. Initial development \$5,000
- b. Re-design \$3,000
- c. Incentive \$1,850†
- d. Royalty \$300

† The \$1850 incentive will be paid when the online course in an online program is taught as an overload during the Spring or Fall semester, or when it is taught as part of a special session (such as January Intersession or summer sessions).

The Stipend for developing, redesigning or delivering less than a three credit hour online course will be as follows:

- a. Initial development \$2,500
- b. Re-design \$1,500
- c. Incentive \$925††
- d. Royalty \$150

†† The \$925 incentive will be paid when the online course in an online program is taught as an overload during the Spring or Fall semester, or when it is taught as part of a special session (such as January Intersession or summer sessions).

**Article 38. Reimbursement of Faculty Expenses Related to Maintenance of Program Certification or Accreditation**

Each faculty member is required to maintain the necessary standards required by their academic program and any professional accreditation standards. The Dean will determine and provide resources needed to maintain an academic program's accreditation or certification within

**Article 39. Early Childhood Learning**

Children of faculty members, or the children of their eligible dependents, who are conceived in rape or incest will receive priority placement and a 100% discount at any early childhood learning center affiliated with the University of Scranton.

In reporting acts of rape or incest under this article, a faculty member will provide to the

- a. One lump sum payment payable to the retiree in September in the calendar year in which the faculty member retires.
  - b. Twelve equal payments payable on the first day of the month beginning in September in the calendar year in which the faculty member retires.
  - c. Two equal lump sum payments: the first payment in September in the calendar year in which the faculty member retires; the second payment in January immediately following the calendar year in which the faculty member retires.
  - d. In the event the retiree elects a payment option other than a single lump sum payment, and the retiree subsequently dies before all payments are made, all remaining payments
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