

**INTERIM SIDE LETTER**  
**Article 6 – Department Chairpersons**

The State System and APSCUF enter into this side letter to adapt the provisions of Article 6 of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Selection of Integrated Department Chairpersons

a. Each integrated department chairperson shall be selected in accordance with the procedures set forth in Article 6, Section B.1.a. of the collective bargaining agreement.

b. Integrated department chairperson elections will be held in the fall 2021 semester. The parties will establish which regular FACULTY MEMBERS will be eligible to vote for each integrated department chairperson position. Elections shall be concluded no later than November 15, 2021.

c. In the event there can be no agreement as to a mutually acceptable candidate for the office of integrated department chairperson, the Integration Lead President shall have the right to appoint an interim chairperson for a period not to exceed the longer of six (6) months or the end of the semester during which the six (6) month period expires; provided, however, this appointee shall not be an individual rejected by vote of the regular FACULTY MEMBERS of proposed department in the most recent election.

d. Integrated department chairpersons shall begin their term for the integrating institution effective with the beginning of the spring 2022 semester. The term of the newly elected integrated department chairpersons shall expire following the next regularly scheduled round of department elections. After consolidation, department chairperson elections shall be conducted at the consolidated universities in accordance with the System-wide schedule established in Article 6, Section B.2. of the collective bargaining agreement.

2. Assistant Chairpersons

The appointment of assistant department chairpersons at the consolidated universities shall be in accordance with Article 6, Section B.4 of the collective bargaining agreement.

3. Integrated Chair Compensation

a. All elected integrated teaching department chairpersons shall receive a workload equivalency of 25% for the spring 2022 semester through the end of the 2021-2022 fiscal year, but will receive no stipend. Integrated department chairpersons of departments of faculty whose basic responsibilities lie primarily outside the classroom and library faculty shall receive a stipend for the spring 2022 semester equal to 25 percent of the amounts reflected at Article 6, Section C.3.a. and Article 23, Section A.2.d., respectively, based upon the number of department faculty (i.e., headcount) in the integrated department.

b. Thereafter, beginning with the 2022-2023 fiscal year, integrated department chairpersons shall be paid a stipend in accordance with Article 6, Section C or Article 23, Section A.2.d, and shall receive workload equivalents in accordance with Article 6, Section D, as applicable. Department size for these purposes shall be determined by the number of department faculty (i.e., headcount).

4. Integrated Department Chair Duties and Responsibilities

a. During the spring 2022 semester through the end of the summer 2022, the expectations of the integrated department chairpersons shall be to prepare for the activities of the consolidated university by engaging in activities such as recommending personnel actions, curricular changes, course offerings, teaching assignments and the department budget. Management will inform the newly elected integrated department chairpersons of the appropriate Dean/Director to send the above noted recommendations.

b. Existing Department Chairpersons at the 6 universities will continue to perform their duties during the spring 2022 semester through June 30, 2022, which may include assisting the integrated department chairpersons for the consolidated universities in the transition. Beginning July 1, 2022 through the end of summer 2022, former teaching department chairpersons shall continue to assist the integrated department chairpersons for the consolidated university.

c. Existing teaching department chairpersons will receive the workload hours for summer compensation in accordance with Article 6.D.3 for the entire summer 2022.

d. In the spring 2022 semester, any integrated department chairperson that is an existing department chairperson at any of the 6 integrating institutions will receive the release time noted in 3.a. above in addition to their existing release time. During the summer 2022, an integrated teaching department chairperson that was an existing department chairperson shall receive a minimum of four and one-half (4.5) workload hours of summer compensation only.

5. Campus Department Lead

a. Effective with the fall 2022 semester and continuing until June 29, 2023, any department that has FACULTY at more than one campus within the consolidated university shall have a campus department lead at each campus within the consolidated university that is a primary work location to FACULTY within the department, but at which the department chairperson is not physically located.

b. If the number of faculty in a teaching department (i.e., headcount) on a single campus within the consolidated university is fewer than five, then for purposes of selecting a campus department lead, the faculty in that department may be combined with up to two other departments by one of the following two methods:

(i) the faculty from the department with fewer than five faculty may be combined with up to two other teaching departments, in a related field, with fewer than five faculty on that campus. The total number of faculty that may be combined for this purpose shall not exceed ten; or

(ii) if approved at Local Meet and Discuss, the faculty from the department may be combined with a larger department on that campus in a related field.

In the event of such a combination of departments for purposes of selecting a single campus department lead to serve those departments, the stipend/workload equivalent of such campus department lead under Section 5.e.1., below, shall be determined based upon the combined number of faculty in those departments (i.e., headcount) at the campus.

c. Selection

The campus department lead shall be elected by majority secret ballot vote of the regular FACULTY MEMBERS of the department at that campus (or the combined departments under Section 5.b., above) and the approval of the President/designee. Elections shall be concluded by March 1, 2022. The campus department lead shall be a tenured FACULTY MEMBER, and if a campus location does not have a tenured FACULTY MEMBER, a tenure-track FACULTY MEMBER may be selected according to the provisions of this paragraph.

d. Duties and Responsibilities

The integrated department chairperson may delegate the below enumerated duties and responsibilities to the campus department lead, to be performed at the campus department lead's campus:

- i. Classroom observations, as required by the collective bargaining agreement, which includes providing the feedback to the faculty member regarding the observation.
- ii. Participate in the search process, in place of the department chairperson separate from the department search committee responsibilities.
- iii. Participate in the formative evaluation of first year tenure-track faculty, as noted in the CBA, in place of the department chairperson.
- iv. Serve as local point of contact with students in the department. (Being a point of contact shall not be construed to be solely APSCUF bargaining unit work)
- v. Work with Department Chair to create and adjust recommended teaching assignments as needed.
- vi. Assist Department Chair to administer teach-out curricula and the transition to an integrated curriculum.

e. Stipend/Workload Equivalent

i. Department of Teaching Faculty

Departmental Faculty Complement at Campus Location (Headcount)	Workload Equivalent
20 or fewer	25%
21 or more	37.5%


ii. Department of Faculty Whose Basic Responsibilities Lie Primarily Outside the Classroom

Departmental Faculty Complement at Campus Location (Headcount)	Stipend
1-5	\$2,187.50
6-10	\$2,500.00
11-15	\$2,812.50
16-20	\$3,125.00

iii. Department of Library Faculty

Departmental Faculty Complement at Campus Location (Headcount)	Stipend
1-5	\$312.50
6-10	\$437.50
11-15	\$562.50
16-20	\$750.00
21-25	\$875.00
26 or more	\$1,000.00

6. In all other respects, the provisions of Article 6 relating to department chairpersons shall apply at the consolidated universities.

  
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 For STATE SYSTEM                      Date

  
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 For APSCUF                              Date