

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

August 30, 2000 through August 31, 2006

Printed: 12/5/00
8/15/02

TABLE OF CONTENTS

Page

Article I	Recognition.....	4
Article II	Negotiation Procedure and Future Agreement.....	6
Article III	Association and Professors' Privileges.....	7
Article IV	Deductions for Professional Dues.....	9
Article V	Terms and Conditions of Employment.....	9
Article VI	Faculty Benefits.....	15
Article VII	Grievance Procedure.....	24
Article VIII	Compensation.....	25
Article IX	Promotion.....	28
Article X	Professional Behavior.....	30
Article XI	Contracts and Dismissals.....	31
Article XII	Patents and Copyrights.....	31
Article XIII	Ratification Signatures.....	32
Appendix A	A.A.U.P. Declaration of Academic Freedom.....	33
Appendix B	Code of Ethics of the Education Profession.....	34
Appendix C-1	Salary Schedule 2000-01.....	37
Appendix C-2	Salary Schedule 2001-02.....	38
Appendix C-3	Salary Schedule 2002-03.....	39
Appendix C-4	Salary Schedule 2003-04.....	40
Appendix C-5	Salary Schedule 2004-05.....	41
Appendix C-6	Salary Schedule 2005-06.....	42
Appendix D	College Calendar.....	43
Appendix E	Sabbatical Leave Contract.....	44
Appendix F	Application for Half-Load Contract.....	45
Appendix G	Reduction in Force (RIF) Procedures.....	46
Appendix H	Extra Duty Positions and Pay Schedule.....	49

LISTING OF NEW AND/OR REVISED CONTRACT ITEMS

New and/or revisions in the contract are identified below by title and page so as to serve as a ready reference:

Article/Section:	Title	Page
VI - Y	FACULTY BENEFITS	24
VIII - A,D,E,J	COMPENSATION	25
XIII - D	RATIFICATION SIGNATURES	32
Appendix C1-C6	Salary Schedule	37-42
Appendix D	College Calendar	43

Additionally, job titles in the Agreement have been updated.

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE
AND
THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE**

This agreement entered into this day of by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Faculty Association of Ocean County College, hereinafter called the Association.

**ARTICLE I
RECOGNITION**

A. The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time professional personnel presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, professors, counselors, librarians, and all those not listed on the accompanying list titled "Schedule A."

All positions which have been established shall be made available to the Association upon request and shall be considered an addition to the existing Schedule A. The terms "faculty" and/or "professor(s)" as used herein shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

B. The right of the Association to negotiate any or all of the positions described in the accompanying Schedule shall not be compromised by anything in the present Agreement.

Schedule A

President
Vice President of Academic Affairs
Vice President of Business and Financial Affairs
Vice President of Student Affairs
Vice President of Human Resources
Associate Vice President of Academic Affairs
Chief Financial Officer
Associate Vice President for Planning, Assessment, Grants and Research
Director of Personnel Services
Dean of Business Studies, Computer Studies, and Engineering Studies
Dean of Continuing and Professional Education
Dean of Mathematics and Science
Dean of Health, Physical Education, and Athletics
Dean of Humanities
Dean of Library Services
Dean of Nursing and Health Technologies
Dean of Social Science
Director of Facilities Engineering and Operations
Executive Director of Administrative Services
Department Chairperson of Engineering Science Technologies
Director of Admissions & Records
Director of Counseling
Director of EOF
Director of Financial Aid
Director of Disability Resource Center
Planetarium Director
Accounting Office Manager

Admissions and Records Administrative Manager
Administrative Coordinator, O.I.T.
Administrator of Nursing and Health Technologies, Continuing Education
Assistant Director of Educational Opportunity Fund (EOF)
Assistant Director of Financial Aid
Assistant Director of Physical Plant
Assistant Director of Student Life
Assistant Planetarium Director
Associate Director of Admissions and Records
Associate Director of Physical Plant
Bookstore Manager
Continuing and Professional Education Program Developer
Coordinator of Adaptive Services
Coordinator of Articulated Programs and Testing
Coordinator of College Health Services
Coordinator of Marketing and Publicity
Coordinator of Recruitment and Retention, OMS
Director of Project CAREER
Community Recruiter/Assistant to the Registrar
Coordinator of Publications and Publicity
Data Communications Manager, O.I.T.
Director of College Relations
Director of Customized Training
Director of Fine Arts Center (p/t)
Director of Media Services
Director of Multicultural Services
Director of Student Life
Director of Tech Prep
Educational Opportunity Fund Learning Resource Specialist
Grants Administrator
Junior Accountant
Learning Disabilities Specialist
Manager of Budgets and Audits
Manager of Operational Support Services, O.I.T.
Network Manager, O.I.T.
Programmer Analyst, O.I.T.
Psychological Services Specialist
Registrar
Safety/Compliance Coordinator
Telecommunications Support Specialist, OIT
Administrative Assistant to the President
Minority Graduate Assistant
Facilities Project Coordinator
p/t Counselor
p/t Librarian
p/t Supervisor of Allied Health Lab
p/t Alumni Advisor
p/t Evening Nurse
p/t Athletic Trainer
p/t Allied Health Lab Assistant
p/t Career Specialist
p/t Community Outreach Representative
p/t Coordinator of Publications
p/t Transcript Evaluator

And such other non-faculty positions which are established from time to time by the College.

ARTICLE II
NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Law of 1968 and successor laws, in a good-faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of Ocean County College.

B. Any agreement so negotiated should be reduced to writing and shall be presented to the Board and the Association for their approval. No such agreements shall be negotiated with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

C. The Trustees shall make available to the Association information regarding Ocean County College including a complete list of the names, professorial ranks, positions or titles, salaries, and years of service of every person covered by this Agreement. As soon as the preliminary college budget has been prepared, each year, the Trustees shall inform the Association or its representative of the tentative budget for the next fiscal year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Nor shall either party have more than seven persons in attendance at any one negotiation session. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations; subject however, to approval by the Board and the Association.

E. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

G. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

H. No later than October 1 of the year in which negotiations of a successor Agreement commence the Board and Association shall agree upon the date of the initial meeting.

I. At the initial meeting, the Board and the Association shall exchange all of their original proposals.

J. The Board and the Association agree that subsequent to the conclusion of the second negotiating session, neither party shall introduce new

topics/concepts for negotiations, unless mutually agreed upon.

K. The Board and the Association agree that all items placed in "tentative agreement" during the course of negotiating shall be signed and dated by both parties and shall not be reintroduced into negotiations, except by mutual agreement of the negotiators for both parties.

L. When a complete tentative Agreement has been reached, the Association shall inform the Vice President of Human Resources that the Agreement has been ratified by the Association membership. The tentative Agreement shall than be presented to the Board of Trustees for ratification at the next scheduled meeting of the Board of Trustees.

M. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than January 15.

N. Details under discussion and agreements tentatively reached shall be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements shall be released for publication.

O. Deviations from this contract require the approval of both parties to this agreement.

P. If any of the sections of the agreement between the parties from 1977 to 1979, deleted as a result to changes in the law, are determined during the life of this agreement to be mandatory areas of negotiations by another change in the law, either party shall have the right to reopen negotiations in those limited areas.

ARTICLE III ASSOCIATION AND PROFESSORS' PRIVILEGES

A. The Association and its representatives shall be permitted to use appropriate college facilities for meetings; such meeting shall be arranged through existing scheduling procedures. No charge shall be made for the Association's use of appropriate college facilities.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, under conditions which do not interfere with the normal education process.

C. The Association shall be permitted to use college facilities and equipment such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. The Association shall provide its own or reimburse the college for all consumable supplies used in the transaction of Association business. The Association shall not request the help or assistance of any clerk or secretary during normal working hours.

D. The Association shall be permitted to post notices of its activities and matters of Association concern on professor bulletin boards. The Association may use the college mail boxes for communications to professors, including faculty-wide distribution.

E. The Board agrees to furnish to the Association's representative, upon request, all available public information through the Vice President of Business and Financial Affairs concerning the professional staffing and financial resources of the college.

F. No individual represented by the Association as defined in Article I, paragraph A, shall be transferred or his/her position reclassified without prior notification of the individual concerned in which case consideration will be given for a position equivalent in salary and rank.

G. Each professor's personnel file consists of those documents housed in the Human Resources Department file, the Vice President of Academic Affairs file (for librarians and teaching faculty), the Vice President of Student Affairs file (for counselors), the professor's department file, and a separate confidential medical file (kept in the Human Resources Department). Since the various files contain different types of information, faculty who are interested in reviewing his/her file are advised to review all files. The following things shall be kept nowhere except in the professor's personnel folder (1) Copies of all internal evaluation reports and recommendations concerning the professor's professional competence, (2) Copies of all annual contracts and tenure contracts where applicable.

Faculty shall contact the appropriate record administrator(s), in advance, to make appointment(s) to review file(s). The record administrator(s) shall schedule the appointment within two (2) workdays of receipt of the request, or at a time mutually agreeable to the parties. A professor's file shall be kept available upon request during the regular working day (8:30 AM - 4:30 PM) during the processing of any grievance.

The professor shall have the right to examine in the presence of the record administrator all documents except outside confidential recommendations and confidential medical records. He/she may have reproduced anything in his/her file except those items stated above, official transcripts, and anything else prohibited by law. A professor who exercises his/her right to examine his/her file may be accompanied, if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc., shall be kept in a professor's file and must be signed by the issuing authority. A professor must be notified in writing at the time any negative material regarding his/her health or professional performance is placed in his/her folder.

Upon cessation of employment, all files shall be consolidated and placed under the control of the Personnel Department for storage and safekeeping.

H. An Association representative shall have the right to appear and be heard at any Public Board Meetings.

I. The President of the Faculty Association may request prior to the preparation of the teaching/work schedule for the next semester that his/her teaching schedule be arranged by the Department Dean or Director, where feasible, to allow for the management of Association business. Said schedule, once set for the semester, shall not be subject to change by the Faculty Association President. The Faculty Association President may appeal such teaching/work schedule to the appropriate Vice President. However, the appropriate Vice President shall have final and absolute authority to establish such teaching/work schedules.

J. The President of the Faculty Association shall not be required to serve on any College committee during his/her term of presidency of the Association.

K. When invited for a final interview, and prior to an offer of employment, a prospective faculty member shall receive a copy of the contract between the Faculty Association and the Board of Trustees.

**ARTICLE IV
DEDUCTIONS FOR PROFESSIONAL DUES**

A. Association members may request dues deductions pursuant to New Jersey State Law for any or all of: Faculty Association of Ocean County College, New Jersey Education Association, the National Education Association and the Ocean County Chapter of Education Association. Such authorizations shall continue in effect until such authorization is formally revoked in writing by the professor and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Faculty Association of Ocean County College within 15 days of the end of the month for which dues are deducted.

**ARTICLE V
TERMS AND CONDITIONS OF EMPLOYMENT**

The following employment conditions regarding load shall be in effect.

A. Teaching Faculty Full-time - Professional Personnel are those who carry a maximum load, as defined below and who work the complete academic year.

1. Workyear - Faculty employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through the day of Commencement exercises to perform appropriate registration duties, as assigned on a rotational basis. Commencement exercises shall in no case be scheduled later than the end of the first week in June.

2. Inload Credit Assignment - A professor may be assigned a maximum of fifteen (15) semester credits during the fall semester and a maximum of fifteen (15) semester credits during the spring semester to fulfill his/her maximum inload credit assignment. The spread of inload credits may vary across the academic year, by mutual written agreement of the professor and the Department Dean, but the fall/spring semester inload credit total shall not exceed a maximum of thirty (30) semester credits.

3. Overload - All credits taught in excess of the maximum thirty (30) inload credits shall be considered overload and shall be reimbursed at the current overload rate.

4. Lab Credits - For laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds (2/3) of a semester credit hour. However, any Department Dean is free to submit a proposal to the Vice President of Academic Affairs for changing credit granted the instructor for conceptual-type laboratories from 2/3:1 to 1:1, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.

5. Assignment Priority - Faculty shall have priority, according to qualifications, to teach courses involving extra pay.

6. Course Preparations - A professor shall be assigned no more than three separate course preparations per semester within load. A professor may accept course preparations, within load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise.

7. Evening/Weekend/Summer Assignments - A professor shall not be required to teach within load in the evening when a full-time day schedule is available. No professor shall be required to teach within load in the summer, or on the week-end within load. However, at the discretion of the professor by mutual agreement with the Department Dean, a professor may accept a weekend assignment

as part of his/her in-load schedule.

8. Work Hours - There shall be a maximum of eight (8) hours from the beginning of each professor's first class to the end of his/her last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the professor's last class on one day until his/her first class on the following day. This section shall apply only to courses within the professor's maximum credit assignment. A professor may accept inload teaching assignments outside of these hour limits, at his/her discretion, should scheduling difficulties arise.

B. Librarians

1. Workyear - Librarians employed on a 10-month contract shall be available from September 1 through June 30 and perform appropriate duties as assigned.

2. Hours - The work week for Librarians shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks.

3. Work Schedules - Work assignments may be arranged to accommodate graduate study with the permission of the Dean of Library Services, but in all cases, the thirty-five (35) hour work week must be satisfied.

4. Overload Assignments - Librarians shall be compensated for approved additional Learning Resources Center work assignments, above the thirty-five hours per week, in accordance with the current overload rate. Additional overload work assignments under the supervision of the Dean of Library Services shall be first offered to appropriately qualified full-time librarians.

5. Paid Leave - Librarians will be entitled to a total of thirty (30) days paid leave between September 1 and June 30 to be scheduled with the approval of the Dean of Library Services. Paid leave shall consist of the academic recesses identified in the College calendar as "Thanksgiving Recess," "Christmas Recess," "Semester Recess," (extending from the day after the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and "Easter Recess." On days during these recesses when the Library is open, Librarians will provide, from among their number, adequate professional coverage. Each day spent in such coverage will be credited with equivalent compensatory time up to a maximum of ten days per Librarian. Such compensatory time will be scheduled with the approval of the Dean of Library Services. Should the number of paid leave days, cited above, exceed thirty (30) days, Librarians will arrange with the Dean of Library Services to make up those days during the work year. Should the number of paid leave days total less than thirty (30) days, Librarians will be entitled to additional paid leave so as to total thirty (30) days, scheduled at times approved by the Dean of Library Services.

6. Holidays - College holidays which occur when classes are in session shall be designated as regular workdays for Librarians. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Dean of Library Services either as paid leave or workdays to be made up based upon operational exigencies.

7. Comptime/Make-up days - Compensatory time off and make up days, cited above, must be scheduled within the Librarian's contractual work year.

8. Evening Librarian Stipend - In order to provide comprehensive library services to the evening students, librarian faculty assigned to the full-time evening librarian position shall receive a stipend equal to two (2) credits for the fall semester and two (2) credits for the spring semester at the prevailing overload rate, in addition to his/her annual base salary.

C. Counselors

1. Workyear - Full-time Counselors employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through June 30th, less the number of workdays necessary to effect the August start date, and perform appropriate registration duties assigned. All workdays necessary to affect the August start date, and perform appropriate assigned registration duties will be compensated on a 1:1 basis in accordance with Article V, Section C.7.

2. Hours - The work week for Counselors shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks, except during registration and drop-add periods when Counselors may be assigned additional hours as part of the work load. Any hours worked in excess of eight hours per day during registration and drop/add periods shall be compensated on the basis of 1:1 in accordance with Article V, Section C.7.

3. Workschedules - Work assignments may be arranged to accommodate graduate study, with the permission of the Director of Counseling, but in all cases, the thirty-five (35) hour work week must be satisfied.

4. Paid Leave - Counselors shall be entitled to 18.3 days of vacation leave between September 1 and June 30. The scheduling of such leave shall be subject to the approval of the Director of Counseling.

5. Holidays - Counselors shall be entitled to Board approved Administrative holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.

6. Overload Assignments - Counselors shall be compensated for approved additional Counseling work assignments above the required thirty-five hours per week, in accordance with the current overload rate. Additional counseling work assignments do not preclude teaching. Additional (overload) work assignments under the supervision of the Director of Counseling shall be first offered to appropriately qualified full-time Counselors.

7. Comptime - Compensatory time off shall be scheduled within the Counselor's contractual work year.

D. Nursing Faculty

1. Work Year - Faculty employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through the day of Commencement exercises to perform appropriate registration duties, as assigned on a rotational basis. Commencement exercises shall in no case be scheduled later than the end of the first week in June.

2. Inload Credit Assignment - Nursing Faculty may be assigned to teach a maximum of fifteen (15) semester credits during the fall semester and a maximum of fifteen (15) semester credits during the spring semester to fulfill his/her maximum credit assignment. The maximum inload credit assignment for Nursing faculty is based on a distribution of classroom, college laboratory, and clinical laboratory schedule. Example:

5 hours of classroom and/or college laboratory teaching

9 hours of clinical teaching *

1 hour for patient assignment/research *

It is recognized that Nursing Clinical Laboratories exemplified above are on a 1.1 ratio.

3. Overload - All credits taught in excess of the maximum thirty (30) inload credits shall be considered overload and shall be reimbursed at the current overload rate. Compensation for overload hospital nursing clinical assignments shall be: overload rate times the number of clinical credits per course, plus

one (1) credit for patient assignment/research.* Whenever it is necessary to utilize an hourly pay rate to compensate nursing faculty, the hourly rate shall be: overload rate divided by 15 hours times the number of hours worked.

* When a clinical assignment is less than fifteen (15) weeks, the clinical/patient assignment hours will be calculated as follows:

(a) 15 weeks - number of weeks not in clinical = actual weeks worked

(b) Actual weeks worked x 9 hours/week = total hours worked

(c) Total hours worked / 15 hours per credit = number of credit hours worked

4. Teaching Schedule - The teaching schedule for nursing faculty will be evolved through the subcurriculum group decision making process subject to the approval of the Dean of the department. Equal distribution of the workload will be accomplished. As nursing requires clinical application, adjustments may be necessary within the schedule in order to accommodate the experience availability, i.e., evening experience per semester shall be scheduled. If additional evening hours are deemed necessary by the faculty member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval of the Department Dean.

5. Course Preparations - A professor shall be assigned no more than three separate course preparations per semester within load. A professor may accept course preparations, within load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise.

6. Schedule Changes - A nursing faculty member may accept, by mutual written agreement with the Department Dean, an adjustment between clinical and teaching hours.

7. Scheduling Restrictions - A nursing professor will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the Department Dean and only in the case of extenuating education circumstances.

8. Clinical Assignments - Nursing Faculty shall be notified by the same dates as other faculty as to courses to be taught; i.e., class hours and content. Due to the changing availability of agencies for the related clinical experiences, clinical assignments may not be possible by the time frames of November 1st and June 1st. Every effort shall be made, however, to determine the clinical schedules by the times of the course content announcements.

9. Clinical Office Hours - No more than two of the five office hours shall be held in the clinical area. Therefore, three hours per week of office time will be scheduled and posted at the college during times that students are available.

10. Clinical Lab Coverage - In the event a nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the Board for appropriate supervision in the agency.

11. Full-time Evening Nursing Stipend - Due to additional time requirements and responsibilities, nursing faculty assigned to the full-time evening nursing positions shall receive a stipend equal to four (4) credits per semester at the current overload rate, in addition to their annual base salary.

E. Committees - A professor shall not be required to serve on more than two committees during a single academic year.

F. Academic Advisement - Full-time faculty shall assist in the college-wide advisement program. Each faculty member shall be assigned no more than twenty-

five (25) students for academic advising per semester.

G. Teaching Schedules - Each professor shall be given his/her tentative teaching schedule for the Fall semester no later than May 1; and for the Spring semester, no later than November 1. Professors teaching in the summer session shall be given their teaching schedules no later than April 15, subject to registration.

H. Release Time - Release time credits may be counted to fulfill a professor's inload credit assignment with the prior written approval of the Department Dean and the Vice President of Academic Affairs.

I. Conventional Courses - Development, periodic review and revision of conventional courses of instruction are a part of the Professor's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated at a rate based upon current procedure which is the following: at the over-load rate, on a prorata basis.

J. Posted Office Hours - Professors shall be available a minimum of five (5) scheduled hours per week for office hours. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students.

K. Submission of Grades - Professors shall submit final grades as soon as possible but no later than 72 hours after the conclusion of the last day of class. If the deadline falls on a faculty member's Sabbath, his/her deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday. During the week following the mailing of final grades to the students, each faculty member is to be accessible through an approved method as mutually determined by Department Dean, the faculty member, and administrator.

L. Attendance at College Functions - The attendance of professors will be required at all appropriately scheduled departmental meetings, all regular or emergency faculty meetings, convocation and commencements unless otherwise excused by the Administration. Reasons for absence may be required to be submitted in writing. Professors attending those functions for which academic attire is required shall have said attire purchased for the professor by the college at no charge to the professor. The attire shall be replaced at the college's expense as needed, but not more frequently than every five years.

M. Academic Calendar - The current academic calendar shall be annexed to this agreement for information purposes only.

N. College Day - Day classes begin at 8:00 a.m. and end at 6:00 p.m. Evening classes begin at 6:00 p.m. and end at 10:30 p.m. and shall be assigned in accordance with Sections A.1, A.6, A.7, A.8, and A.9. of Article V of this Agreement.

O. Secretarial Assistance - The Board shall provide adequate secretarial service.

P. Faculty Facilities - The Board shall make available adequate rest rooms and lavatory facilities exclusively for faculty use plus one or more rooms which shall be reserved for use as a faculty lounge, said lounge to be adequately furnished.

Q. Faculty Parking - The Board shall provide adequate, lighted, paved parking facilities, properly maintained exclusively for faculty use at no charge. The Board may require parking decals for each faculty car but shall furnish same at no cost to all professors. Campus security guards shall not reprimand faculty

for parking, driving, or other infractions. Proper action regarding parking violations will be taken by the Vice President of Business and Financial Affairs.

R. Safety - Professors shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process nor shall be required to work in rooms with temperatures below 60 degrees F or above 87 degrees F. The affected class may be relocated to another classroom.

S. Duty Nurse - A registered nurse shall be on duty at all times the college is in operation with adequate facilities for emergency care.

T. Vacancies - Notice of any professional position vacancy or new position, administrative or faculty, shall be circulated to the members of the faculty (via the college mail) prior to its publication elsewhere (during the academic year). Between semesters such notices shall be distributed by U.S. Mail. Such notices shall include a complete job description, including salary range, duties, responsibilities, and a statement of required qualifications. Interviews for the open position will routinely be granted to college faculty prior to non-employees, providing their qualifications meet the requirements of the position and providing their applications are filed with the department announcing the vacancy within one week of distribution of the job notice during work periods or within two weeks of the postmarked date of such notice during summer vacation period. The Association shall appoint two (2) representatives to serve on an Advisory Committee to assist in the appointment of the President of the College, the Vice President of Academic Affairs, and the Vice President of Student Affairs. All faculty applicants for such openings shall be notified via U.S. Mail of the disposition of their application prior to the publication of the name of the successful applicant.

U. Reassignment from Administration to Faculty Status - Any professor who assumes an administrative position and subsequently returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

V. Academic Freedom - The professor shall have the unrestricted right to pursue and report the truth as he/she understands it, both as a teacher in his/her classroom and a citizen of his/her community. The Faculty Association and the Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A.

W. Faculty Handbook - The faculty handbook and changes in the faculty handbook shall be developed jointly by the Administration and the Association.

X. Field Trips and Faculty Travel - A Field trip shall be defined as an educational activity which requires students and/or faculty to leave the campus. Faculty authorized for travel shall receive mileage reimbursement at the current Internal Revenue Service rate.

Y. Department Advisory Committees - All members of a department, or an elected number of members from a department as determined by the Department Dean, shall meet monthly with the Department Dean to serve as an advisory group on matters concerning terms and conditions of employment.

Z. Demonstrations - The Faculty Association and Administration will cooperate in determining responsibilities of professors during the times of unacceptable demonstrations, as defined by policy.

AA. Students with Disabilities - The Board of Trustees shall provide

instructional support services for students with disabilities in accordance with state and federal law.

BB. Hiring of Short Term Replacement Faculty - The Board of Trustees may hire temporary faculty to replace faculty who are on approved leaves of absence. The Board of Trustees may also hire temporary faculty in the event a vacancy occurs and there is not sufficient time to conduct a search in accordance with the Affirmative Action Policy/Procedure. Such a vacancy will be announced at the earliest practical time. An incumbent temporary professor shall have to apply and compete for the position, if interested. In no case shall the duration of a temporary professor's employment exceed the terms set forth in his/her individual contract. Successive contracts may be offered. Temporary full-time faculty shall receive a prorata share of all benefits, in accordance with this Agreement. Temporary full-time faculty shall be eligible to participate in International Education events which occur contiguous to his/her contract (within one (1) calendar month), in accordance with Article VI, Sections O and P.

CC. Equal Employment Opportunity - Ocean County College and the faculty Association of Ocean County College agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and further, to affirmatively cooperate in the implementation of Presidential Executive Order #11246 as amended, Title IX of the Educational Amendments, as amended, their regulations and other lawful requirements intended to prevent any such discrimination.

DD. Appendices - Attached hereto and considered part of this agreement are the following Appendices:

- Appendix A, A.A.U.P. Declaration of Academic Freedom
- Appendix B, Code of Ethics of the Educational Profession
- Appendix C, Salary Schedules
- Appendix D, College Calendar
- Appendix E, Sabbatical Leave Contract
- Appendix F, Application for Half-Load Contract

ARTICLE VI FACULTY BENEFITS

A. Paid Sick Leave - At the beginning of each academic year, each professor shall be credited with ten (10) sick days to be used for absences during all academic sessions caused by illness or physical disability of the professor. The unused portion of such allowance shall accumulate pursuant to State Law. All faculty absences shall be reported to the Department Dean on the standard Absence Reporting Form.

B. Compensation for Class Coverage - Teaching faculty members shall be expected to provide class coverage for absent colleagues in emergencies for the first three consecutive days of such absences, and shall be compensated at the overload rate for such service rendered after the third consecutive day.

C. Paid Bereavement Leave - Leave up to four days will be allowed and paid by the College in the case of death in an employee's immediate family. The immediate family is defined as spouse, children, stepchildren, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, substitute parents, parents-in-law, grandparents-in-law, siblings, siblings-in-law, and guardians.

D. Paid Personal Leave - Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in a professor's free time. Request for personal leave, other than for serious illness of a member of the employee's

household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to be made directly to the Department Dean. In the event a professor does not use two (2) of his/her personal leave days in any given academic year, one unused (1) day may accrue forward to the following academic year only, for the purpose of required family emergency care only. If not required and used in the subsequent year, the extra personal leave day shall be removed from the professor's ongoing record.

E. Paid Legal Leave - A professor shall be excused for jury service or if he/she is subpoenaed as a third-party witness in court. Such faculty shall be paid his/her contractual salary in addition to the fees he/she received for acting as a juror or witness. Whenever a professor is called for jury duty during scheduled classes, he/she shall immediately notify the Vice President of Academic Affairs, who shall request a postponement to non-class time.

F. Paid Extended Leave - A professor may submit a request for extended leave to the Vice President of Human Resources for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved by the College President only on a case-by-case basis. In the case where a professor is denied extended leave, justification for denial shall be submitted in writing to the professor by the College President.

G. Paid Sabbatical Leave - The Board of Trustees of Ocean County College shall budget each year sufficient monies to support three (3) sabbatical leaves. During any given fiscal year, unexpended sabbatical leave funds shall be reserved for Instructional Development Grants.

1. Definition/Purpose - Sabbatical leave is a plan for improving the college program by affording opportunity for professional growth. Such leave could be granted for the purpose of relevant study, research, travel, or for such other reasons that might contribute to the professional growth of the faculty member, and thus enhance the college program for the entire College community.

2. Applications - A professor interested in sabbatical leave shall submit application to their Department Dean who will forward it to the Sabbatical Leave Review Committee not later than November 1st of the academic year preceding the year in which the sabbatical leave is to be taken. Individual applications shall include: (a) A statement of purpose for which the leave is requested. (b) A statement of how the individual professor believes his/her professional growth will be specifically enhanced by the proposed activity. (c) A statement of how the individual professor believes his/her sabbatical leave will specifically enhance the college program upon return. (d) A comprehensive plan of the activity to be pursued while on sabbatical leave (with explanatory details, as needed), and evidence of matriculation if the purpose is to obtain a graduate degree. (e) A signed sabbatical leave contract (Appendix F).

3. Eligibility - All faculty shall be eligible for sabbatical leave within the following limitations: (a) A professor shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College. (b) Upon return from such leave, a professor shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College. (c) Candidates whose applications are not approved may submit a new application in any subsequent year.

4. Approval Procedures - A Sabbatical Leave Review Committee shall be formed each year consisting of three (3) faculty members and two (2) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the college. The Sabbatical Leave Review Committee shall evaluate all applications for: (a) Compliance with the eligibility criteria stated above. (b) Compliance with the application procedures stated above. (c) The comparative value of each application for

improving the college program.

5. Committee Recommendations - The Sabbatical Leave Review Committee shall submit to the College President not later than January 15th of each year their recommendation of the top three candidates, whose sabbatical leave programs are judged to have the greatest probability of improving the college program. All requests for sabbatical leave must be approved by a majority of all members of the committee.

6. Final Approval - The College President shall review final applications for sabbatical leave and the recommendation of the Sabbatical Leave Review Committee. The College President shall, not later than the February Board of Trustees meeting, make his/her recommendation for approval of sabbatical leave(s) for the subsequent year. Candidates whose applications are approved by the Board of trustees shall be notified not later than March 1st of each year.

7. Terms and Conditions - The following terms and conditions shall be applicable to all approved sabbatical leaves:

a. Sabbatical Compensation - Sabbatical leave may be granted for either one-half year at full salary, or one full year at one-half salary, or one full year at full salary with the professor teaching fifteen (15) credit hours over the two semesters of leave. In no case shall the professor be eligible for overload assignments during this sabbatical period.

b. Non-College Compensation - Sabbatical leaves are to increase a professor's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.

c. Service Commitment - Acceptance of a sabbatical leave obligates the recipient to return to service for at least two years, or reimburse Ocean County College for all salary paid during the period of leave.

d. Sabbatical Leave Report - Recipients of sabbatical leaves shall submit, through the Vice President of Academic Affairs, to the President a written report of their activities while on sabbatical. Reports for fall semester sabbaticals shall be due not later than April 30, following the sabbatical. Reports for spring semester and academic year sabbaticals shall be due not later than December 15, following the sabbatical.

e. Rights While on Leave - A recipient of sabbatical leave retains all rights as though he/she were in active employment, such as: promotion, retirement benefits; tenure rights; salary progression; disability and medical insurance, as regulated by the Division of Pensions.

H. Half-Load Contracts - For the purpose of professional development, a professor with a minimum of seven (7) years service at Ocean County College may elect to take a half-load schedule at 60% of base salary. In the event the replacement cost exceeds the remaining 40% of the professor's base salary, the professor's leave salary will be reduced to reflect the increased cost of replacement. In the event the replacement cost is less than the remaining 40% of the professor's base salary, the professor's leave salary will be increased to reflect the reduced cost of replacement. The execution of a half-load contract shall not exceed the professor's annual base salary including the cost of fringe benefits.

1. Instructional Plan - Applicants for a half-load contract should provide

evidence that the leave is to be used to enhance their professional development. Applicants for a half-load contract must submit a plan for how the half-load instruction obligation will be fulfilled. This plan may include credit exchange arrangements, in lieu of the salary reduction cited in Section H above. The plan shall be submitted to the Department Dean who shall forward the request with his/her recommendation to the Vice President of Academic Affairs for approval.

2. Application- Eligible faculty must make application by submitting Appendix F to his/her Department Dean and the FAOCC a year in advance in order to provide the college with sufficient lead time in recruiting a suitable replacement. A one-semester lead time is not sufficient for adequate advertising, interviewing and processing to take place.

3. Duration - A half-load contract may be granted for either one-half year at full salary (adjusted per H above), or for one full year at half salary (adjusted per H above) with the professor teaching fifteen (15) credit hours over two semesters.

4. Limitations - The opportunity for a half-load contract shall be limited to a maximum of 5% of the eligible faculty each year so as to ensure that suitable and complete faculty replacements are provided, subject to the approval of the Vice President of Academic Affairs. Half-load contracts shall not be granted to the same professor more than once in seven (7) years. In no case shall the professor be eligible for overload teaching assignments during half-load contract period. The concept of a half-load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

I. Admission to Courses - Faculty shall be granted free tuition and fees for any courses offered by the College. Faculty dependents (husband, wife, and children and those individuals for whom the professor is a legal guardian and for whom the professor is eligible to claim dependency status of the individual on his/her current Internal Revenue Service annual income tax return) are to be granted free tuition and fees for any courses offered by the college. A maximum of sixty (60) credit hours, or the required course load of two full-time students, may be taken by a professor's dependents in any one academic year. This benefit will extend to the surviving children dependents (as described above) of the deceased faculty who was employed at the time of death with the following limitations: (a) A maximum of thirty (30) credit hours or the required course load of one (1) full-time student may be taken by such dependents in any one academic year. (b) This benefit is to terminate upon the end of five years from the September 1 following the death of said employee, or upon the twenty-second (22) birthday of said surviving dependent. In no case will this benefit be terminated during the course of an academic year in which the dependent is actively enrolled.

Professors must submit application to participate in Ocean County College International Education courses for themselves, or for their dependents as defined above, in the same manner that applications for tuition waivers are submitted for any other courses offered by Ocean County College, and the same approval process shall be applicable. For OCC International Education courses, the professor will be responsible for all direct per capita costs, but will not be responsible for: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. For OCC International Education courses, properly enrolled and approved faculty and dependents will initially pay all tuition, college/student fees, and lab charges. After the course(s) is/are completed and after all direct per capita expenditures have been accurately identified by OCC, the College will refund to the professor the difference between these direct expenditures and payments previously made to OCC by the professor. It is understood by both parties to this agreement that the amount

refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment. Items specifically excluded from direct expenditures are: overhead administrative expenses, coordinator salaries, and similar OCC indirect expenses. The amount of the potential refund described above will be reduced by the amount of any other form of payment made to the faculty member by OCC as a direct result of the faculty member or dependent taking the International Education course. Examples of such payments are, but are not limited to: professional development funds, travel reimbursement, and scholarships.

J. Community Education Waivers - Faculty and their dependents, as defined in "I" above, will be admitted to Community Education courses free of tuition and fees on a space available basis providing the minimum paid enrollment for the course has been satisfied. Excluded from the waiver of "fees" described herein shall be direct costs associated with Community Education courses, and direct cost associated with Credit by Examination.

K. Graduate Tuition Reimbursement - The Board of Trustees shall provide tuition reimbursement up to the prevailing Rutgers graduate tuition rate for graduate level courses taken at any regionally accredited institution of higher education or approved foreign institutions of higher education. Graduate courses taken at foreign institutions of higher education shall be approved for tuition reimbursement by the Vice President of Academic Affairs prior to the Professor's enrolling in said course. Reimbursement shall be provided for up to 12 graduate credits per professor per academic year for faculty who pursue courses of study in his/her field of specialization or field in which he or she renders service to the college. Initial requests for tuition reimbursement shall be submitted to the Department Dean, who shall forward the request with his/her recommendation to the Vice President of Academic Affairs for approval. The Vice President of Academic Affairs shall notify the professor and the Human Resources Department of his decision. In the event a request is denied, the Vice President of Academic Affairs shall give the professor written notification of the reasons for denial. Reimbursement shall be made to the employee who has received graduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts to the Human Resources Department.

L. Undergraduate Tuition Reimbursement - The Board of Trustees shall provide tuition reimbursement up to the Rutgers undergraduate rate for undergraduate coursework taken at any regionally accredited institution of higher education or approved foreign institutions of higher education. Undergraduate courses taken at foreign institutions of higher education shall be approved for tuition reimbursement by the Vice President of Academic Affairs prior to the Professor's enrolling in said course. For each academic year, undergraduate coursework reimbursement shall be limited to 24 credits for the whole faculty unit, and limited to no more than two (2) courses per faculty member. Application for approval and reimbursement shall be in accordance with Section K above. The professor will be limited to courses in his/her field of specialization or to courses which will improve the professor's professional performance.

M. Faculty Schedules - Upon recommendations by the Department Dean, faculty schedules will be arranged, whenever feasible, to allow faculty to attend classes at other institutions of higher education at the professor's own expense.

N. Interest-free Loans - A professor may secure an interest-free loan against his/her current combined base (Base plus Longevity) salary for the purpose of pursuing additional graduate study. Faculty must submit evidence with the loan

application that he/she is registered for graduate study in a regionally accredited institution of higher education or approved foreign institution of higher education to be eligible to receive an interest-free loan. A maximum of five percent (5%) of the professor's combined base salary may be owed at any one time. Such advances may be made only during the period when the professor is actively employed and shall be limited to two such advances during a budget year. The total amount advanced shall be repaid by equal salary deductions over the balance of the professor's current year contract. Upon termination of a professor's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her final salary check.

O. International Education - The Board of Trustees shall annually budget \$6,000 to support faculty participation in non-credit International Education opportunities. No more than ten (10) faculty per academic year may request participation in International Education. The amount awarded may vary per participant from a minimum of \$600 to a maximum of \$1,000, depending on the total number of participants. Reimbursement shall be limited to one such opportunity per year per person. Faculty who participate in such activities shall be responsible for all other expenses. Faculty who participate in such activities shall be responsible for providing coverage for all assigned classes by other qualified full-time faculty. International Education funding shall not be utilized to underwrite expenses for Article VI, Sections I, K, and L above, and vice versa. Requests for International Education Seminars shall be submitted on a timely basis to the Department Dean who shall forward the request with his/her recommendation to the Vice President of Academic Affairs for approval. The Vice President of Academic Affairs shall notify the professor and the Business Department of his/her decision. In the event the request is denied, the Vice President of Academic Affairs shall provide the professor with a statement of reasons for the denial. By May 1st of any given budget year, unexpended International Education funds shall be reserved for IDG projects.

P. Individual Professional Development Funding - Professional development is defined as education, training, or the acquisition of knowledge related to the faculty member's profession. Individual professional development may be funded through the Benefit Option Program, Article VI, Section Y. Funding may be used for subscriptions, journals, books, computer software and CD-ROM disks, Internet access/services, video/audio recordings, laser disks, periodicals, government publications, memberships, workshops, and conferences. Any item not on the above list may be funded through Professional Development Funds with the prior approval of the Department Dean and the Vice President of Academic Affairs or Vice President of Student Affairs.

Professional development funding may also be used to cover approved tuition expenses which exceed the reimbursement rate set forth in Article VI, Sections K and L, above. Expenses incurred for travel, mileage, meals, and/or lodging, associated with approved professional development activities, shall be reimbursed only in accordance with the prevailing business policies of the college.

The contribution by the College of Professional Development funds for the purchase of equipment shall not exceed five hundred dollars (\$500). Individual funding shall not be pooled for the purchase of equipment. All computer software purchase requests shall be submitted to O.I.T. for logging. Upon receipt, all software shall be delivered to O.I.T. for virus screening.

All requests for Professional Development funds shall be submitted on a timely basis and are subject to the approval of the Department Dean and the Vice President of Academic Affairs or the Vice President of Student Affairs. Faculty shall be provided with reason(s) for denial of their requests.

Faculty/Departments may voluntarily "pool" individual resources to underwrite more costly professional growth activities.

Q. Instructional Development Grants - Ocean County College recognizes the importance of promoting instructional excellence. In order to foster innovation and stimulate the development of projects that encourage instructional excellence, funds will be budgeted to permit released time and/or compensation for (IDG) Instructional Development Grants. Released time and/or overload compensation during the academic year and Summer will be made available to develop instructional projects. The Board shall budget \$14,000 per budget year to fund the Instructional Development Grants. Faculty are encouraged to apply early, since unencumbered funds cannot be carried from one budget year to the next. All full-time faculty are eligible to apply for an Instructional Development Grant individually or in teams. Counselors and Librarians are eligible to apply for an IDG that demonstrates direct service to students. Grants will be awarded at the overload rate up to a maximum of four (4) credit hours or up to four (4) credits released time per person per semester. Each credit requested shall be equated as 35 hours of project work by the applicant. Contributions by support services shall not be included when calculating credit hours. Individual projects must be completed before application for another project is submitted. For the purposes of these grants, summer shall be considered as a semester for up to an additional four (4) credits. Instructional Development Grants are not intended to replace curricular and/or instructional activities which are considered to be a regular responsibility of a faculty member.

1. Applications - Faculty members may submit an application for an IDG to their Department Dean with sufficient copies for the Committee on Instruction and Professional Improvement. Department Deans will forward the application with their comments within ten days to the Instruction Committee for placement on the agenda for its next scheduled meeting. All applications will be made on IDG forms and conform to IDG Guidelines (available in department offices).

2. Approvals - Review of applications will be made by the Committee on Instruction, in a timely fashion, during a closed session. Applicants may address the committee should they or the Committee desire. Successful applications will be forwarded to the Vice President of Academic Affairs. Unsuccessful applicants will be notified by the Committee of the reasons for refusal within two weeks. Faculty may appeal the Committee's recommendation to the Vice President of Academic Affairs within two weeks of notification of written reasons for refusal. The Vice President of Academic Affairs shall decide which applications shall be funded and so notify in writing of the reasons for refusal. All decisions will be rendered within two (2) weeks of the receipt of the application.

3. Completion of Projects - It is expected that all instructional development projects will be completed on or about the completion date stated in the application. Project deadlines may be extended by the Vice President of Academic Affairs, for cause, and if appropriate, a brief project progress report may be requested by the Vice President of Academic Affairs. IDG's shall conform to copyright laws.

4. IDG Compensation - Monetary compensation will be awarded in two equal installments, one half at the midpoint of the project's duration, and the balance on completion of the project. Released time will be scheduled on a full semester basis only. Projects which are not completed will be compensated in a manner determined by the Vice President of Academic Affairs, to be equitable based on (a) reasons for lack of completion and (b) time expended on the project. Disputes will be subject to the grievance procedure.

R. Health Insurance - The Board shall provide without cost to the professor,

full family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.

S. Major Medical Deductible Reimbursement - The Board will reimburse the employee for up to one hundred (\$100) dollars paid by the employee toward his/ [or] her Major Medical deductible per calendar year and up to one hundred dollars (\$100) paid by the employee for his/her dependents as a unit per calendar year. Payment shall be made upon presentation to the Human Resources Department by the employee of his or her statement from the Major Medical carrier specifying that the deductible has been met. Should the full deductible not be reached, the employee may be reimbursed for that portion of the deductible he/she has met upon submission of proper documentation from the Major Medical carrier at the end of the calendar year. Faculty shall have until January 31st of each calendar year to submit reimbursement claims for the preceding year. Claims submitted subsequent to January 31st shall be honored only if it is clear that the delay was caused by the medical provider or the insurance company. Partial charges against the dependent unit may be combined to reach the maximum deductible of one hundred dollars (\$100). No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

T. Dental Insurance - The Board shall provide full premium coverage for the employee portion of the dental plan. The Board shall provide for the coverage of the dental premium for dependents up to a maximum of twenty-seven dollars and sixty-two cents (\$27.62) per month. Dependent premium costs in excess of the maximum shall be subject to payroll deduction. Employee coverage shall be mandatory for all faculty, but each Professor may choose any plan offered by the insurance carrier.

U. Optical Care - The Board shall reimburse faculty for eye exams/eye care, and/or optical lenses/frames through the Benefit Option Program, Article VI, Section Y. Reimbursement shall be made to faculty promptly upon submission of proof of payment of the expenses incurred for the employee or his/her dependents.

V. Dental/Optical Coordination of Benefits - In the event dental or eye-care claims are submitted to Personnel which are covered under the health insurance plan, Human Resources shall require the professor to first submit the claim to the health insurance carrier for payment and verification before any reimbursement is made through the College program.

W. Maternity Leave - Faculty shall be entitled to Maternity/Paternity Leave without pay for a period of up to one academic year. Faculty shall notify the Vice President of Academic Affairs of their intent to take Maternity/Paternity Leave, as soon as possible, but not less than three months preceding the commencement of the leave. In the event a Professor intends to return early from a leave, he/she shall notify the Vice President of Academic Affairs, in writing, as soon as possible, but not less than two weeks prior to the return to work. Faculty shall be entitled to Maternity Disability Leave, as verified by her physician. Maternity Disability Leave shall be treated the same as any other medical disability. All benefits associated with Maternity/Paternity Leave or Maternity Disability Leave shall be handled in accordance with the regulations set forth by the New Jersey Division of Pensions and the State and federal laws.

X. College Temporary Disability Program - The College shall provide, at no expense to the employee, a temporary disability income plan for faculty who are absent from work during the fall or spring semesters due to prolonged serious illness/injury. This program is offered as a substitute for participation in

the New Jersey Temporary Disability program and is permissible by law. In no instance shall the benefit or terms of the College program be less than that of the New Jersey Temporary Disability program.

1. Eligibility - To be eligible for College Temporary Disability, an employee must meet the same earnings qualifications as required for the New Jersey Temporary Disability program. The employee must have exhausted all accumulated sick leave and personal leave, except in instances involving Workers Compensation Disability. The employee must submit medical certification from his/her physician which specifies the nature of the illness/injury which prevents the employee from being able to perform his/her duties. The medical certification must also specify the approximate length of time the physician expects the employee to be disabled. The College reserves the right to require the employee to be examined by a College appointed physician, at Board expense.

2. Calculation of Disability Income - The disability income benefit shall be calculated in accordance with the prevailing method used by the New Jersey Temporary Disability program and the College Temporary Disability method set forth below. The employee shall select, in writing, the method of payment he/she chooses to be paid by.

Employment at O.C.C.

Disability Payment

1st through 3rd year	40% of annual base salary
Fourth year	45% of annual base salary
Fifth year and more	50% of annual base salary

Whenever the disability is the result of a Workers Compensation claim, the combined income from the Workers Compensation and the College Disability program shall equal one hundred percent (100%) of the professor's current base salary. The disability benefit shall be paid for consecutive weeks, but shall be paid on the contractual base salary for the fall and spring academic semesters (only) of the academic year in which the disability occurs.

3. Duration of Disability Payments - Benefit payment shall commence on the next regularly scheduled payday following approval by the College President of the application for Temporary Disability. If the employee elects the State method of payment, the duration of payments shall be in accordance with the prevailing State method. Faculty shall not receive College Disability payments during periods in which he/she is not contracted to work. College Disability payments shall be limited to an aggregate maximum of fifty-two (52) weeks, commencing with the initial date of disability. If an employee recovers from a disability for which benefits have been received and again becomes disabled within one hundred and four weeks of the initial date of disability, the later disability shall be considered a continuation and shall be counted against the fifty-two week aggregate maximum. If the later disability is medically due to a different (unrelated) cause, it shall be considered a new disability and a new fifty-two week maximum period begins. Disability payments shall cease when the employee returns to work, or the employee leaves employment with the College, or the employee qualifies for permanent disability under the New Jersey Division of Pensions, or the disability benefit is exhausted.

4. Return to Work - The employee must submit medical verification of his/her ability to perform the essential functions of his/her position prior to returning to work, in accordance with the Americans with Disability Act.

5. Application Procedures - Disabled employees must file a request for

Temporary Disability, which are available in the Human Resources Department. Disabilities related to Workers Compensation claims must be filed in accordance with the College procedures for reporting on-the-job accidents/injuries. Every effort to process the request as rapidly as possible shall be made as soon as proper medical verification is received. The Human Resources Department shall provide information on the prevailing New Jersey Temporary Disability program and written calculation of the benefit options available to the employee. The Vice President of Human Resources shall provide the employee with a written disposition of the President's decision. This program supersedes and supplants Board Policy/Procedure #3050.

Y. Benefit Option Program - The Board shall budget the amount set forth below per professor, per budget year, for a Benefit Option Program. These funds may be used to support/supplement any or all of the following options: professional development, dependent dental premium cost, dental reimbursement for uncovered expenses, and optical care expenses. Professors who utilize these funds to cover dependent dental premium costs shall submit a written request to the Human Resources Department each April to cover the subsequent premium year. Professors who utilize these funds for uncovered dental expenses shall submit an insurance claim rejection and proof of payment to the Accounting Department for reimbursement. All requests for Benefit Option Program Funding shall be sent directly to the Accounting Department for the purpose of account tracking. The individual funding for the Benefits Option Program shall be as follows:

2000/01 = \$725 each	2003/04 = \$800 each
2001/02 = \$750 each	2004/05 = \$825 each
2002/03 = \$775 each	2005/06 = \$850 each

ARTICLE VII GRIEVANCE PROCEDURE

A. Definitions - For the purpose of this Agreement, the term "grievance" shall mean a violation concerning the meaning and application of the provisions of this Agreement and/or the alleged violations of any promulgated rules, procedures, or policy of the Administration or Board of Trustees affecting terms and conditions of employment. For the purpose of this grievance procedure, the Association, a professor, or group of faculty may file a grievance and shall hereinafter be referred to as the "grievant." An "Association Grievance" shall be defined as a grievance filed by the officers of the FAOCC which specifically seeks to enforce a term or condition of the current Agreement. "Working days" is defined as Monday through Friday throughout the year.

B. Conditions - No reprisals of any kind shall be taken against any faculty for participating in any grievance. The number of days indicated at each level shall be considered as maximum. Every effort shall be made to expedite the grievance process. The time limits may be extended by mutual consent. A grievance may be withdrawn at any level by the grievant.

C. Informal Procedure - Step 1. - The grievant shall informally discuss the matter with the appropriate administrator, not later than twenty-five (25) working days of knowledge of the event(s) giving rise to the grievance. The Association, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate administrator.

D. Formal Procedure - Step 2 - In the event the grievance is not resolved at Step 1, the grievant shall submit the written grievance to the President of the College and a copy shall be filed with the Association, not later than fifteen (15) working days following the Step 1 response. Not later than seven (7) working days from the submission of the written grievance, the President or

his/her designee(s) shall meet with the grievant and representatives of the Association in an effort to resolve the grievance. The President or designee(s) shall give the answer in writing not later than seven (7) working days of said meeting, with a copy to the Association.

E. Board - Step 3 - In the event the grievance is not resolved at Step 2, the grievant shall submit the written grievance to the Board of Trustees, with a copy to the Association, not later than fifteen (15) working days following the Step 2 response. Not later than thirty (30) working days from receipt of the grievance, the Board Grievance Committee shall meet with the grievant, the appropriate administrator(s), and representatives of the Association in an effort to resolve the grievance. Subsequent to the meeting, the Board Grievance Committee shall make a recommendation to the full Board of Trustees at the next regularly scheduled meeting. The position of the Board of Trustees on the grievance shall be communicated, in writing, to the grievant not later than five (5) working days following the Board meeting.

F. Arbitration - Step 4 - In the event the grievance is not resolved at Step 3, the Association shall have the right to invoke binding arbitration of the grievance with the Public Employee Relations Commission. The petition, with a copy to the College President, shall be filed not later than thirty (30) working days following the Step 3 response. The cost of any arbitration shall be borne by the Association and the Board equally. The arbitrator must submit his/her final decision not later than sixty (60) days of the arbitration hearing.

ARTICLE VIII COMPENSATION

A. Salary - All faculty shall be advanced one step from their position on the 1999-2000 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2000-2001 Salary Schedule, which is attached hereto as Appendix C-1, effective August 30, 2000.

Steps 1, 2, and 3 on the 2001-2002 Salary Schedule shall be eliminated and the remaining steps re-numbered. All faculty shall be advanced one step from their position on the 2000-2001 Salary Schedule, but the new step number will be three less, due to re-numbering. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2001-2002 Salary Schedule, which is attached hereto as Appendix C-2, effective August 29, 2001.

All faculty shall be advanced one step from their position on the 2001-2002 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2002-2003 Salary Schedule, which is attached hereto as Appendix C-3, effective August 28, 2002.

All faculty shall be advanced one step from their position on the 2002-2003 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2003-2004 Salary Schedule, which is attached hereto as Appendix C-4, effective August 27, 2003.

All faculty shall be advanced one step from their position on the 2003-2004 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2004-2005 Salary Schedule, which is attached hereto as Appendix C-5 effective September 1, 2004.

All faculty shall be advanced one step from their position on the 2004-2005 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 2005-2006 Salary Schedule, which is attached hereto as Appendix C-6 effective August 31, 2005.

B. Payday Schedule - The salary of each professor shall be paid on a bi-

weekly basis, commencing with the first scheduled college-wide payday of the contract year and ending with the last scheduled college-wide payday of the contract year for each Professor. If variation in the payday schedule is necessary due to the calendar, mutual agreement shall be reached between the Association and the Chief Financial Officer and communicated to all faculty on a timely basis.

C. Withholding Increments - The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representatives, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. In the event a grievance proceeds to arbitration on this matter, the arbiter shall only affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.

D. Overload Rate - The universal overload rate of pay shall be effective the Fall Semester, as follows:

2000/01 = \$610 per credit	2003/04 = \$675 per credit
2001/02 = \$620 per credit	2004/05 = \$700 per credit
2002/03 = \$665 per credit	2005/06 = \$725 per credit

E. Longevity Awards - Faculty shall receive a longevity award of seven hundred twenty-five (\$725.00) dollars upon the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), and fortieth (40th) anniversary date of full-time employment at Ocean County College. The application of this provision is such that a professor's salary shall be represented as the step on the salary schedule plus the appropriate number of longevity awards carried forward. The amount of longevity awards carried forward shall be increased by the applicable base salary percentage increase for the subsequent year. For the purpose of annual increases and promotions, longevity awards carried forward shall be subtracted before the application of the annual increase and/or promotion, and then added back to the new base salary. Longevity awards for employees entering the Faculty unit from other job classifications shall be prospective only. Retroactive longevity awards shall not be awarded twice for faculty who have received longevity awards in other job classifications.

F. Individual Student Independent Study Projects - Faculty shall be compensated at the overload rate of pay for Independent Study Projects. The rate of compensation shall be one (1) credit per student project. Professors may undertake an independent study project with a student for academic credit, provided the project's academic discipline is approved for independent study. Such projects shall not be utilized to fulfill a professor's inload teaching requirements. Guidelines for independent study projects shall be established by all instructional departments. The academic content and the credit hours to be earned by the student shall be in form of a written plan, agreed to by the professor, the student, and approved by the Department Dean. Honors Program Independent Study Projects (HON 293 and HON 294) shall be in accordance with the academic guidelines established by the Honors Committee.

G. College Bookstore Discount - All faculty shall be given a ten percent (10%) discount on all purchases in the College Bookstore.

H. Payment For Sponsorship of Student Activities - The advisement of all student clubs and organizations and the coaching of athletics shall be on a voluntary basis. The coaching of athletics and other paid advisory positions shall be compensated in accordance with the current overload rate of pay. Coaching salaries shall be computed based upon the following number of overload credits:

Baseball	8.0	Basketball (M)	8.5	Basketball (W)	8.5
Cross Country	4.25	Field Hockey	7.25	Golf	4.25
Soccer	7.25	Swimming	8.5	Tennis (M)	4.25
Tennis (W)	4.25	Track & Field	8.0	Volleyball	4.25
Wrestling	7.0	Softball	8.0	Ice Hockey	8.5

As Assistant Coach positions are established by the College, the salary shall be at the current overload rate and computed at sixty percent (60%) of the credit value for the sport, as indicated above.

I. Payment for Coordinators/Directors - The Board of Trustees reserves the exclusive right to define job descriptions and reporting relationships for any Coordinator position, Director position, and for all positions listed in Appendix H. Any changes in job responsibilities shall necessitate a re-negotiation of the credit value prior to implementation of those changes. The scheduling of said extra duty work is the prerogative of the Board of Trustees. However, such scheduling shall only occur after a conference is held between the Coordinator or Director and his/her supervisor. Coordinators/Directors shall be compensated according to the chart below, unless otherwise negotiated in accordance with Article II, Section E. Coordinators/Directors do not abnegate their right to overload, as covered in this Agreement.

Coordinator/Director	Release Time		Paid Credits Summer Semesters
	Fall Semester	Spring Semester	
Coordinator of Basic Skills Curriculum			5.0
Coordinator of Business Studies	2.0	2.0	
Coordinator of Community Srvcs. Program	2.0	2.0	
Coordinator of Chinese Studies	3.0	3.0	3.0
Coordinator of Cisco Systems Academy	1.0	1.0	1.0
Coordinator of Computer Science	3.0	3.0	2.0
Coordinator of Computer Writing Lab	1.0	1.0	
Coordinator of Computer Writing Lab	1.0	1.0	
Coordinator of Criminal Justice Program	3.0	3.0	
Coordinator of Electrology Program	2.0	2.0	
Coordinator of English	6.0	6.0	2.0
Coord.of Faculty Innovation Center (1 st Yr)	3.0	3.0	2.0
(2 nd Yr)	6.0	6.0	4.0
Coordinator of Fine & Performing Arts	6.0	6.0	2.0
Coordinator of Fire Science	1.0	1.0	
Coordinator of Health & Human Performance	6.0	6.0	3.0
Coordinator of Histologic Technician Prgm.	2.0	2.0	
Coordinator of Honors Program	3.0	3.0	4.0
Coordinator of International Education	3.0	3.0	2.0 or 4.0 *
Coordinator of Legal Studies	1.0	1.0	
Coordinator of Mathematics	6.0	6.0	2.0
Coordinator of M.L.T. Program	2.0	2.0	
Coordinator of Nature Trail	3.0	3.0	3.0
Coordinator of Nursing	6.0	6.0	
Coordinator of Science	6.0	6.0	2.0
Coordinator of Social Science	6.0	6.0	3.0
Director of Concert Band	3.0	3.0	
Director of Summer Musical			2.0 or 3.0 *
Director of Summer Play			3.0
Gallery Coordinator	1.5	1.5	
Director of Theater Company	4.0	4.0	4.0

Director of Community Chorus 3.0 3.0 | 3.0
* The exact credit value shall be determined by the program supervisor, subsequent to consultations with the incumbent regarding the anticipated summer workload.

J. Payment for Unused Sick Leave - Faculty under tenure during good behavior and efficiency who have ten (10) or more years of continuous service at Ocean County College and leave employment with Ocean County College, shall be eligible to receive payment for up to fifty percent (50%) of his/her accrued unused sick leave at his/her then current per diem, not to exceed the maximum amount set forth below. Faculty who are dismissed for cause by the Board of Trustees shall not be eligible for payment of unused sick leave. In the event a person is re-employed by the college, sick leave which has been previously paid shall not be reinstated. The maximum unused sick leave payout shall be as follows:

2000/01 = \$13,000 maximum	2003/04 = \$14,500 maximum
2001/02 = \$13,500 maximum	2004/05 = \$15,000 maximum
2002/03 = \$14,000 maximum	2005/06 = \$15,500 maximum

K. Per diem Standards - Per diem for faculty employed on nine (9) month contracts shall be calculated by dividing the combined base salary by one hundred ninety-five (195) days. Per diem for faculty employed on ten (10) month contracts shall be calculated by dividing the combined base salary by two hundred seventeen (217) days.

L. Payroll Savings Plan - College will provide an opportunity for payroll savings deductions in accordance with NJSA 40:11-26 "Compensation of persons holding public office or employment: Deductions." All deductions shall be remitted monthly in the name of the faculty member and in accordance with details to be arranged by the College and Mon-Oc Federal Credit Union. The College shall make reasonable effort to make such remissions on a timely basis following the close of each month. This payroll savings program shall replace all existing savings deduction plans presently in force.

ARTICLE IX PROMOTION

A. Faculty Promotion Guidelines - Ocean County College recognizes the promotion process as important in encouraging and rewarding excellence in education. The College is committed to an equitable and collegial promotion procedure and evaluative process. The College affirms that every effort will be made to insure that all candidates for promotion are judged and evaluated with objectivity and impartiality. The Board of Trustees shall budget annually sufficient monies to fund promotions for ten percent (10%) of the total number of full-time faculty positions. During any given fiscal year, unexpended promotion funds shall be reserved for Instructional Development Grants. The number of annual promotions may not exceed the percentage above, except as the President recommends individuals whose services to the College warrant special consideration. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy and the Master Contract. The maximum promotions in any given year shall be ten percent (10%) of the total number of full-time faculty in the preceding year. Final decision for promotion rests with the Board of Trustees. Recommendations for promotion come to the Board from the President of the College. Faculty desirous of

promotion are subject to the criteria and guidelines set forth in the Board of Trustees Policy #3118.

B. Procedures for Promotion - By October 15th, a Promotion Committee shall be established. The Promotion Committee shall review, evaluate, and recommend to the President of the College, faculty candidates for promotion. The Promotion Committee composition shall be (a) Four (4) full-time tenured faculty with minimum rank of Assistant Professor elected by faculty through the College Forum process at its annual elections, (b) two (2) faculty members with minimum rank of Associate Professor appointed by the President of the FAOCC, and (c) the Vice President of Academic Affairs. The Vice President of Academic Affairs shall chair the committee. The Vice President shall ensure that all procedures and evaluations are adhered to with objectivity, impartiality and timeliness. The Vice President shall provide the necessary secretarial assistance to committee members.

1. On or preferably before October 1, the faculty member completes the application form and transmits it, along with documentation (transcript copies, CEU certificates, etc.) to his/her Department Dean for a preliminary assessment of threshold requirements. The Department Dean will check the information for accuracy and completeness, consulting with the faculty member as necessary. When the Department Dean completes the preliminary assessment, he/she will transmit the application form and documentation to the Vice President of Academic Affairs.

2. If the professor disagrees with the Department Dean's preliminary assessment of the threshold requirements, he/she may forward the application form and documentation to the Vice President of Academic Affairs for discussion and a final decision.

3. The Vice President of Academic Affairs will determine: (a) the relevance of graduate credits and/or the relevance of a second Masters degree; (b) Whether or not professional experience acquired outside the classroom, related to a professor's discipline, may be substituted for graduate credits; and (c) the accuracy of the Department Dean's preliminary assessment. When these tasks are completed, the Vice President of Academic Affairs will certify in writing by October 8th whether or not the credentials meet the threshold requirements.

4. On or before November 1, faculty who have met the threshold requirements for promotion may apply for promotion by submitting an application, credentials, a fully-documented application folder (provided by the College), to their Department Dean. The Department Dean shall review the application and discuss it with the professor. The Department Dean shall inform the professor of his/her recommendation to the Promotion Committee. If the Department Dean does not recommend the applicant, the professor will have the option of withdrawing his/her application or forwarding the application to the Promotion Committee without the Department Dean's recommendation. If the professor elects the latter option, the place in the application folder for the Department Dean's recommendation shall be blank.

5. On or before November 8, Department Deans shall ensure that promotion application folders are in the office of the Vice President of Academic Affairs. The folders shall be ready for the Promotion Committee to read on November 15. The Vice President of Academic Affairs will convene the Committee to begin its work as soon as possible thereafter. Each committee member shall consider all relevant information and individually review and evaluate each promotion application/folder. After applications have been reviewed, the Promotion Committee will meet, informally, with each applicant who has checked the YES box on the Application for Promotion form. The primary purpose of such a meeting is (1) to permit the applicant to expand on any item(s) in the application and/or (2) to permit the committee to seek clarification of any

item(s) in the application. Should neither of the above be deemed relevant, the meeting may be waived by mutual consent of the two parties.

6. By February 15th, the Committee will approve or disapprove candidates for promotion. Each applicant shall be judged and recommended on the basis of the criteria for the academic rank for which he/she is applying. By March 1st, the Vice President of Academic Affairs shall write a report indicating the committee's final recommendations to the President. By March 1st, applicants not recommended by the committee for promotion shall be so informed in writing (by the Vice President of Academic Affairs, for the committee) outlining area(s) which the applicant should strengthen.

7. Prior to April 15th, the President shall review and consider the Promotion Committee's recommendation. The President's recommendation shall be forwarded to the Board of Trustees in sufficient time for the Board to act at its April meeting. Final applicants recommended by the Committee, but not recommended by the President shall be notified in writing by April 30th, stating the reason(s) for denial. The Board of Trustees shall not withhold promotions pending contractual settlement for a successor agreement. All final candidates for promotion shall be individually notified in writing of the Board's decision not later than May 15th.

C. Calculation of the Salary of Promoted Faculty - Promoted faculty shall not be automatically moved into the next rank when requirements for that rank are satisfied. The salary of a promoted professor shall be calculated in the following manner: (a) A professor receiving a promotion shall be moved forward to the appropriate rank and salary, adjusted in accordance with contracted salary increases so that the promotee's salary increase is higher than the salary had the professor not been promoted. (b) If the salary increase resulting from "a" above does not equal or exceed one-half of the increment of the rank to which the professor is promoted, the salary shall be further adjusted so that it does equal one-half a step increase of the new rank. (c) Any promoted professor not on a specific step of the salary schedule as a result of "b" above, shall be moved forward to the next step prior to application of contracted salary increase for the following year.

ARTICLE X PROFESSIONAL BEHAVIOR

A. The Board recognizes that the NEA Code of Ethics of the educational profession as it appears in Appendix B is considered by the Association and its membership to define acceptable criteria of professional behavior.

B. Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedure. All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Professor by the Department Dean for informal discussion and an attempt at resolution. In the event the alleged breach of discipline/Code of Ethics arises in an area not associated with an academic department, the Vice President who has responsibility for the area in which the problem arises shall initiate an informal discussion with the faculty member and his/her Department Dean. Should informal discussion fail to resolve the problem, the aforementioned Vice President shall convene a formal meeting with the professor, his/her appropriate Vice President, the complainant, appropriate administrators, as well as other such persons deemed appropriate to the proceedings by the College or the professor. If a formal meeting is convened the Professor will be notified of the meeting and apprised in writing of the specific nature of the complaint a minimum of forty-eight (48) hours in advance of the formal meeting. The professor will have the opportunity to have present a representative of the Association at any meeting dealing with an alleged breach of professional behavior. Either party shall be permitted to make a transcript of any meeting.

C. The College will take no action against the Professor during the forty-eight (48) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.

D. The above procedure shall not preclude the use of the Grievance Procedure.

E. Whenever guilt is determined, the college and the Association will use their best resources to correct breaches of professional behavior.

F. In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.

G. Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE XI CONTRACTS AND DISMISSALS

A. Each professor shall receive an individual contract of continuing employment upon approval by the Board of Trustees. Said contracts are to be signed and returned to the Human Resources Department within fifteen (15) days of issuance. Annual contracts for tenured faculty shall be issued by March 1st, or within thirty (30) days of the completion of negotiations.

B. Non-tenured faculty shall receive notice as to whether or not their contract shall be renewed by December 15th of each academic year. Faculty who are employed on "temporary" contracts shall receive notice of non-renewal of their contract when it is issued. If an individual's contract is not to be renewed, he/she shall be given the opportunity to resign.

C. An individual's contract may be terminated by either party by giving at least sixty (60) days notice, or earlier, upon mutual consent.

D. **Reduction in Force (RIF)** - In the event the College considers a reduction in force, it shall be done in accordance with N.J.S.A. 18A:60-3 and N.J.A.C. 9A:7-2.1 et seq. In the event N.J.A.C. 9a:7-2.1 et seq. is allowed to expire by legislative action, reduction(s) in force shall be carried out in accordance with the procedures set forth in Appendix G.

ARTICLE XII PATENTS AND COPYRIGHTS

A. To promote the professional improvement of the faculty, and at the same time, to protect the full rights of the inventor or author, the College has the intent to provide an equitable means of sharing expenses and income. It is not the purpose of the College to seek nor to encourage specifically, the development of patents or copyrights of commercial value or to engage in their exploitation.

B. Ownership to inventions, discoveries, writings or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:

1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and

Copyright Committee. The Committee shall be composed of the Vice President of Academic Affairs or the Vice President of Student Affairs, the Vice President of Business and Financial Affairs, Department Dean and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership son such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely member.

2. Faculty who develop patentable or copyrightable materials resulting from work conducted during the normal course of employment by the college, or with the use of any direct cost resources of the college, or relating to any research or other project conducted by the college, for an outside sponsor, shall be the joint property of the college and the faculty member unless either party releases all or part of its rights to the other. Prior to starting work on the preparation of such materials and/or prior to applying for a copyright or patent the faculty member and the college shall mutually agree to ownership rights and other special conditions.

**ARTICLE XIII
RATIFICATION SIGNATURES**

This agreement shall be effective from August 28, 1996 and shall continue in effect through August 27, 2002, unless the Association and the board mutually agree in writing to an extension of its duration.

By:	William T. Hiering, Sr. Chairperson Board of Trustees	Richard Strada President Faculty Association	By:
By:	Eva J. Smithers Secretary Board of Trustees	Nancy Polonitza Vice President Faculty Association	By:
By:	Jon H. Larson President Ocean County College	Charles Blake Chief Negotiator	
By:	Robert Seymour Vice President of Human Resources		

Ratified by Board: _____
(date)

Ratified by Association: _____
(date)

APPENDIX A

A.A.U.P. Declaration of Academic Freedom

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

APPENDIX B
Code of Ethics of the Education Profession
Adopted by the NEA Representative Assembly, July 1968

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ----

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonable available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator ---

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator ---

1. Shall not discriminate on the grounds of race, color, creed, on national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel

relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator ---

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and that employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

Appendix C - 1
Salary Schedule 2000/2001

Appendix C - 2
Salary Schedule 2001/2002

Appendix C - 3
Salary Schedule 2002/2003

Appendix C - 4
Salary Schedule 2003/2004

Appendix C - 5
Salary Schedule 2004/2005

Appendix C - 6
Salary Schedule 2005/2006

APPENDIX D
College Calendar - 2000-2001
(Information Only)

Fall Semester 2000

Wed-Fri, Aug. 30-Sept. 1	Late Registration
Wednesday, September 6	Classes Begin
Friday, October 27	Mid-Semester
Tuesday, November 21	Classes End
Saturday, November 25	Classes Resume
Friday, December 22	Semester Ends

Spring Semester - 2001

Mon-Tues, January 22-23	Late Registration
Wednesday, January 24	Classes Begin
Friday, March 16	Mid-Semester
Wednesday, April 4	Classes End
Monday, April 16	Classes Resume
Sunday, May 20	Classes End
Thursday, May 31	Commencement Exercises

APPENDIX E
Ocean County College
Sabbatical Leave Contract

Name _____ Date _____

Duration of Sabbatical Leave: _____ to _____
(Start Date) (Date of Return)

Salary to be awarded while on Sabbatical Leave: \$ _____

I understand that approval of my application for Sabbatical Leave is subject to all the terms and conditions set forth in Article VI, Section G. of the Faculty Association Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Section G.7.c. "Terms and Conditions" shall subject me to financial reimbursement to the College as set forth therein. I hereby agree to fulfill all obligations required for approval of Sabbatical Leaves.

President, OCC

Faculty Member's Signature

Date

Date

APPENDIX F
Ocean County College
APPLICATION FOR HALF-LOAD CONTRACT

Name _____ Date _____

Proposed duration of Half-Load Contract:
From: _____ To: _____

PURPOSE:

I understand that, in accordance with the Agreement, I may: (choose one)

- _____ 1. Elect to have my salary reduced, equivalent to the cost of my replacement(s).
- _____ 2. Work with my Department Dean to develop a plan for exchanging instructional credits to fulfill my half-load teaching obligation.

PROPOSED PLAN FOR FULFILLING HALF-LOAD REQUIREMENT:

Approvals:

Department Dean _____ Date: _____
Vice President of Academic Affairs: _____ Date: _____

Approved by President and Board of Trustees on: _____

Please submit one copy to Department Dean and the FAOCC at least one year in advance of the expected half-load contract.

**OCEAN COUNTY COLLEGE
Faculty Association
APPENDIX G
REDUCTION IN FORCE (RIF) PROCEDURES**

This Appendix shall be in effect only in accordance with the conditions set forth in Article XI, Section D. of this Agreement.

SCOPE AND PURPOSE - These policies govern the procedures to be used by the college when it becomes necessary to reduce the number of tenured faculty or multi-year contract employees of the college due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs. The policies address the rights of employees at the college under such circumstances. These procedures shall not apply to those persons laid off pursuant to non-renewal of contracts or early termination provisions.

DECLARATION OF NEED FOR A REDUCTION IN FORCE - The Board of Trustees may declare the need for a reduction in force for the college by a majority vote of the voting members of the Board.

PLANS AND RECOMMENDATIONS - Once the need for a reduction in force is declared, the Board of Trustees shall direct the President to present a plan and recommendations to implement the reduction in force.

CONSULTATION WITH COLLEGE COMMUNITY - The President shall consult with the college community in developing the plan and recommendations to be presented to the Board of Trustees. Representatives of the college community shall, upon request, be provided with class enrollment and financial data in a timely manner pursuant to the Right to Know Law (N.J.S.A. 47:1A-1). Nothing herein shall require the college to prepare such information in a format not routinely used by the college. Representatives of the college community may present alternative plans to modify or avoid the reduction in force to the college President, provided that such plans are submitted within the time permitted the President to submit a plan to the Trustees. The President shall forward any suggested alternative plans to the Board of Trustees along with his/her own recommendations.

AFFIRMATIVE ACTION - The President's plan and recommendations shall be developed in accordance with the State's commitment to affirmative action. The affirmative action officer of the college shall prepare an analysis of the affirmative action impact of any recommended personnel layoffs to assist the President in developing the recommendations.

REVIEW OF RECOMMENDATIONS - The Board of Trustees shall review the President's recommendations, which shall include the affirmative action officer's assessment of their impact, and may accept, reject, or modify such recommendation. If such recommendations include the layoff of employees, the Board shall be guided by the following principles:

- (1) The determination by the Board of Trustees as to which areas are to be reduced shall be based on academic or administrative considerations.
- (2) If the Board modifies the President's recommendations, it shall request an affirmative action analysis of its proposed action.
- (3) Consideration shall be given to foster those programs and functions which are of major instructional significance at the college.
- (4) Layoff units need not be coincident with established departments or other

subdivisions or units, but may include identifiable programs or further subdivisions or specialties within academic programs or administrative functions as the Board may determine appropriate.

(5) To the extent it is not inconsistent with N.J.S.A. 18A:60-3 and the preservation of the institution's academic integrity and educational purpose, layoffs of tenured faculty within a faculty layoff unit shall be made in order of years of service within the layoff unit excluding unpaid leaves of absence, laying off tenured faculty with the fewest years of service first.

(6) Where a reduction in force is caused by a natural diminution in enrollment and a partial academic teaching load is available for which a laid-off faculty member is qualified, then such a faculty member shall be given the first opportunity to teach such a partial load, at a salary proportionate to his or her full-time compensation.

(7) The use of adjuncts or full-time faculty on overload to assume the equivalent of the full-time academic load in the discipline of faculty who are to be laid off shall not be permitted. Nothing herein shall prevent a college from using adjunct or overload faculty if no laid-off faculty are qualified to teach the scheduled courses, in the academic judgement of the President.

(8) The qualifications of laid-off faculty members shall be reviewed by the President of the college. If in the academic judgement of the President the faculty member is qualified to teach in another discipline, and a vacancy exists, or courses are being taught by an adjunct faculty member or by another full-time faculty member on an overload assignment, then the laid-off faculty member shall be employed to fill the vacancy or to assume the courses taught by the adjunct or by the full-time member on an overload basis.

NOTICE REQUIREMENTS; TIME PERIOD - Upon the board's determining the areas that may be affected by the layoff, it shall give notice to all individuals subject to the proposed layoff two weeks before the formal Board action on said layoffs. After formal board action on said layoff, the Board of Trustees shall notify each employee who is to be laid off of such fact 120 days before the date of layoff for layoffs due to fiscal crisis and 210 days before the date of layoff for layoffs due to a natural diminution in the number of students in a program or a reduction in programs. Appeals of layoffs due to fiscal exigency under this section shall be given prompt consideration if requested.

REEMPLOYMENT LISTS; GENERALLY - (1) With respect to reemployment rights of tenured faculty and multi-year contract employees, the college president shall establish separate reemployment lists for academic and administrative positions, including the names and qualifications of all tenured faculty and multi-year contract employees on layoff status.

(2) The college shall not fill a vacancy in any faculty position in any layoff unit in which a layoff has occurred without first making a written offer of reemployment to those persons on the academic reemployment list whom the President believes, as a result of his academic judgement confirmed by the Board of Trustees, are qualified to fill the position.

(3) In the event that two or more persons on an academic reemployment list are equally qualified for a single faculty position, the college shall give reemployment preference in reverse of the order in which they were laid off: i.e., last laid off, first rehired.

(4) A person offered reemployment shall have two weeks from receipt to respond to an offer, which shall be sent by certified mail, return receipt requested, after which the offer shall be deemed to have expired and the person to have waived any rights to reemployment under these regulations. Persons on a

reemployment list shall have the obligation to keep the college office designated by the President informed of current addresses.

(5) If a person offered reemployment cannot accept the reemployment offer immediately due to an ongoing professional contract with another employer, such person shall not be deemed to have waived any reemployment right, provided that he or she resumed employment with the college within one year of the date of notification of reemployment.

REEMPLOYMENT LISTS; TIME PERIOD - (1) Faculty who are tenured on the date of layoff shall remain on the reemployment lists for a period of five years from the date of layoff.

(2) Employees serving under a multi-year contract on the date of layoff shall remain on the reemployment lists for the duration of the multi-year contract.

(3) Employees serving under an annual contract shall remain on the reemployment list until the end of the annual contract pursuant to which they were employed on the date of layoff.

(4) Notwithstanding the provisions of this subsection, a person who is offered and declines reemployment shall be removed from the reemployment list and waive all rights to reemployment.

REAPPOINTMENT OF LAID OFF EMPLOYEES - Any employee on layoff status who is reemployed after layoff shall be reappointed with a rank and salary equivalent to his or her rank and paid the salary earned when laid off, or the then current minimum of the salary range for the rank, whichever is greater.

OTHER COLLEGES - Rights established under these procedures for employees pertain only to employees of Ocean County College who are covered by this Agreement and who are, in accordance with these procedures, qualified to receive these protections.

**OCEAN COUNTY COLLEGE
 FACULTY ASSOCIATION AGREEMENT
 APPENDIX H
 EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member who is appointed to a position listed below shall be paid in accordance with the rate set forth herein. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

POSITION TITLE	RATE OF PAY/CONDITIONS
E.S.L. Advisor (summer program)	3 credits release time (Fall & Spring semesters)
Cooperative Education Faculty Advisor (includes faculty coordinator for Journalism students)	Minimum of two off campus visits. OL x 0.2 per student No off campus job site visits. OL/15 x 2 x # of students
Cooperative Education Seminar Leader	OL/15 x 12 hours per semester
Humanities Seminar Leader	OL/15 x # hours worked
Faculty mentor for Minority Graduate Assistants	OL @ 1 credit Fall semester, 1 credit Spring semester
p/t Summer Librarian	OL/30 x # hours scheduled by Dean of Library Services
p/t Summer Counselor	OL/30 x # hours scheduled by Director of Counseling
Director of Concert Band	OL @ 3 credits Fall semester, 3 credits Spring semester
Intramurals Coordinator	\$15 per hour to a maximum of 150 hours for the Fall semester and 150 hours for the Spring Semester
Literary Magazine Advisor	OL/30 x # hours worked to maximum of 65 hours per academic year
Student Newspaper Advisor	OL/30 x # hours worked to a maximum of 201 hours per academic year
Viking Voice Advisor	OL/30 x # hours worked to a maximum of 180 hours per academic year
Coordinator of High School Swim Meets	OL/30 x # hours worked
Essay Reader (writing samples)	OL/30 x # hours worked
Planetarium Operator	1 st performance = OL/16 2 nd performance = OL/25

**OCEAN COUNTY COLLEGE
 FACULTY ASSOCIATION AGREEMENT
 APPENDIX H (continued)
 EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member who is appointed to a position listed below shall be paid in accordance with the rate set forth herein. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

POSITION TITLE	RATE OF PAY/CONDITIONS
Tech Prep Job Countselor/Job Developer Recruitment/Retention Specialist	\$25.00 per hour
* Camp Viking Administrator	* OL/30 x number of hours worked
* Camp Viking Director	* OL/30 x number of hours worked
* Camp Viking Training Specialist	* OL/30 x number of hours worked
Workshop Leader Office of School Relations	\$35 to \$100 per hour; specific rate determined in accordance with individual experience/training, and the complexity of the job assignment.
Reserve Certified Substitute Teacher Workshop Leader	\$40 to \$100 per hour; specific rate determined in accordance with individual Experience/training, and the complexity Of the job assignment.
Test Administrator	\$13.25 per hour
Sign Language Interpreter	\$25.25 per hour
Yearbook Advisor	OL/30 x # hours worked to a maximum of 165 hours per academic year
Editor of <i>PEN</i>	Two (2) overload credits each summer. If there are two Editors, each shall receive one (1) overload credit each summer.
<u>International Education Seminar Leader</u>	<u>OL x # course credits</u>
<u>Faculty Liaison</u>	<u>OL/30 x # hours worked</u>

*Camp Viking pay rates cited above are entry level pay rates for faculty newly hired into a position. The ongoing rate of pay for faculty who continue to work in the program shall be increased each summer by a percentage equal to the percentage increase applied to the faculty salary schedule (inclusive of the increment) in the same calendar year. Faculty who discontinue work in the program, but are re-employed shall begin at the entry rate of pay or the rate of pay at which he/she left the program, whichever is greater.

END OF CONTRACT END OF CONTRACT END OF CONTRACT

