



AGREEMENT

between

**THE CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES**

and

**CAMDEN COUNTY COLLEGE
FACULTY ASSOCIATION**

July 1, 2004 – June 30, 2006

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ARTICLE I – RECOGNITION

A. The Board of Trustees, hereafter referred to as the "Board", hereby recognizes the Camden County College Faculty Association affiliated with the New Jersey Education Association, hereinafter referred to as the "Association", as the sole collective bargaining agent and as the majority representative as defined in the New Jersey Public Laws of 1968, Chapter 303, as amended by the New Jersey Public Laws of 1974, Chapter 123, for all full-time faculty presently employed or hereafter employed by the Board.

B. The term "faculty", or "faculty member", as herein used shall apply to the employees in the bargaining unit under full-time contract possessing academic rank and shall include the following:

1. Department Chairpersons
2. Program Coordinators and Directors
3. Coaches
4. Director of Dental Auxiliary Programs

C. The words "he", "his", etc. shall be construed to include both male and female gender in this agreement.

D. If a new position or job title is created which involves no substantial changes in the duties and responsibilities of an eliminated position or job title, and the eliminated position or job title belonged in the bargaining unit, then the new position or job title shall be in the unit.

ARTICLE II – CONSULTATION

A. *Faculty Assembly Meetings*

1. Three (3) teaching days prior to a Faculty Assembly the agenda as well as a copy of all College Committee reports to be discussed, including minority or dissenting reports, if such opinions exist, shall be distributed to all concerned.
2. Faculty who wish to enter any materials or suggestions for consideration at such meeting may submit their requests or recommendations to the College President or his/her designee five (5) teaching days prior to said meeting and the materials shall be distributed along with the agenda of the meeting.
3. Minutes shall be distributed to all faculty members and administrators prior to the next Faculty Assembly

B. *Department Meetings*

1. Shall be scheduled once per month unless the majority of the department vote otherwise.
2. An agenda shall be distributed to all members at least three (3) days in advance of the meeting.
3. All expenditures from the department's proposed budget for the next fiscal year should be ratified by the department prior to submission to the Academic Dean for approval.
4. Items will be placed on the agenda of the meeting upon the request of any faculty member.
5. If necessary, the College President or his/her designee may call an additional meeting.

C. *Consultation With The College President*

The Board and the Association agree that the College President or his/her designee and the Association President or his/her designee, as the representative of the College Faculty, are to meet once per week at a mutually convenient time and place for the purpose of discussing faculty views, requests, and other mutual concerns so as to foster good Faculty-Administration relations.

ARTICLE III - ASSOCIATION-BOARD RELATIONS

A. *Board*

1. Upon request the Board shall make available to the Association any material, information, statistics, and/or records which are relevant to negotiations or to the proper enforcement or implementation of this agreement. Public information and minutes of Board meetings shall be available to the Association. The agenda shall be furnished to the Association President in advance.
2. The Board hereby agrees that all full-time faculty members shall have the right to freely organize, join and support the Association for the purpose of having it represent their interest to the Board for engaging in collective bargaining over salaries, terms and conditions of employment, rules affecting working conditions, grievances, and for other activities for mutual aid and protection.
3. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board for itself and its representatives, undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member in the enjoyment of any rights conferred by the laws of New Jersey or the Constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, rules affecting working conditions, any terms or conditions of employment, hiring, tenure or continuity of employment or in promotional opportunities by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.
4. The Board and the Association agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, handicapped or veterans' status, or membership or participation in any scientific or professional organization.
5. No recording devices shall be used at meetings between members of the Association and members of the College Administration and/or Board without the written consent of all the parties.
6. Members of the bargaining unit who are either engaged in or who are considering securing outside employment are required to read Commission on Higher Education Guidelines Governing Outside Employment which are available in the Office of the College President or his/her designees, and the Academic Deans.

B. *Dues Check-Off, Agency Shop And Other Deductions*

1. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice thirty (30) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.
3. Upon written notification from the Association Treasurer, the College will deduct from non-association employee(s) represented by this bargaining unit, a representation fee equal to the prevailing rate as established by law. The Association Treasurer will determine the amount of the dues to be paid by payroll deduction. The Association shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon deduction authorization forms submitted.
4. It is agreed by the parties to this agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once funds deducted are remitted to the Association the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

C. Association

1. The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.
2. The Association, being the majority representative of the faculty of Camden County College, shall be entitled to act for and to negotiate agreements covering all employees in the unit, and shall be responsible for representing the interests of all such employees without discrimination and without regard to a faculty member's organization membership.
3. Proposed new rules or modifications of existing rules or policies governing working conditions shall be negotiated in good faith with the majority representative before they are established.
4. The Association and the College President or his/her designee shall jointly plan and develop the faculty orientation, the in-service programs for faculty and the faculty handbook.
5. If the Board should subsequently create new positions, and if the parties cannot agree whether the position should be included within the unit, the final decision will rest with the New Jersey Public Employment Relations Commission.
6. Upon request from the Association to the appropriate administrative officer of the College, such administrative officer of the College shall discuss with the appropriate representative of the Association the advisability of transmitting an administrative

directive concerning any provision of this Agreement. A copy of such shall be sent to the Association President who will be responsible for posting the directive and informing the membership.

ARTICLE IV - ASSOCIATION-BOARD RIGHTS

A. *Association Rights*

1. Association representatives shall be accorded the right to speak and ask questions at Board Meetings; questions may be placed on the agenda by notifying the College President on or before the day of the meeting in order to present the views of the Association on topics or discussions concerning the Association.
2. The Association and its representatives shall have the right to use College facilities, without charge, for meetings and related purposes when said use does not interfere with the operation of the College. At least a continuous one hour and forty-five minute time period per month shall be scheduled to conduct Association business. A 3:30 p.m. to 5:15 p.m. time period on the second Thursday of each month is recommended. No faculty member shall be required or permitted to take an assignment during those hours unless that course is the only one available to complete that faculty member's teaching schedule.
3. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times.
4. The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment in accordance with past practices and existing copyright laws. Application (verbal or written) will be made to the College President or his/her designee and reimbursement for costs will be made by the Association to the College.
5. The Board shall equip each faculty lounge with a bulletin board, and a refrigerator. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards. The Association may use the College mail service and faculty mailboxes for communications to faculty, including faculty-wide distribution.
6. Madison Hall 315A shall be the assigned faculty office of the Association President, and shall be deemed to be the office of the Association.” The Board agrees to assign no other faculty member to said office. The Association may install necessary equipment in said office.
7. Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.
8. If the Association requests a work load reduction of three (3) credits per semester for the Association President at no cost to the College, the College will grant such a request. It is understood and agreed that the salary of the President of the Association will be reduced proportionately. It is further understood that the Association will give the College sufficient notice to comply.

9. Upon request, the Association President or his/her designee shall be provided with copies of all faculty schedules from the office of the Academic Dean.
10. Conference rooms shall be made available to the Association for use by its committees.

B. Board Rights

1. The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.
2. The Board of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.
3. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this agreement.

ARTICLE V - STATEMENT ON ACADEMIC FREEDOM

Academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the College. Consistent with this statement:

- A. Faculty members shall have the unrestricted freedom in the classroom to discuss such topics as are relevant to their subject.
- B. There shall be no censorship of library material.
- C. Faculty members are entitled to freedom in research and in publication of the results that are connected with their academic duties.
- D. Faculty members are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids used for instructional purposes in their classroom.
- E. Faculty members shall select the method or approach to teaching utilized in their classrooms.

ARTICLE VI - PROFESSIONAL CODE OF ETHICS

The Board and the Association subscribe to the concepts of Professional Ethics as follows:

A. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. His/her primary responsibility to his/her subject is to seek and to state the truth as he/she sees it and to this end, he/she devotes his/her energies to developing and improving his/her scholarship competence. He/she accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He/she practices intellectual honesty and, although he/she may follow subsidiary interests, these interests must never seriously hamper or compromise his/her freedom of inquiry.

B. As a teacher, the professor encourages the free pursuit of learning in his/her students and holds before them the best scholarly standards of his/her discipline. He/she demonstrates respect for the student as an individual, adheres to his/her proper role as intellectual guide and counselor, makes every reasonable effort to foster honest academic conduct and to ensure that his/her evaluation of students reflects their true merit. He/she respects the confidential nature of the relationship between professor and student, avoids any exploitation of students for his/her private advantage and acknowledges significant assistance from them. He/she protects their academic freedom.

C. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He/she respects and defends the free inquiry of his/her associates and in the exchange of criticism and ideas he/she shows due respect for the opinions of others. He/she acknowledges his/her academic debts, strives to be objective in his/her professional judgment of colleagues and accepts his/her share of faculty responsibilities for the governance of his/her institution.

D. As a member of the institution, the professor seeks above all to be an effective teacher and scholar. Although he/she observes the stated regulations of the institution, provided they do not contravene academic freedom, he/she maintains his/her right to criticize and seek revision if necessary. He/she determines the amount and character of the work he/she does outside the institution with regard to his/her paramount responsibility within it. When considering the interruption or termination of his/her service, he/she recognizes the effect of his/her decision upon the program of the institution and gives due notice of his/her intentions.

E. As a member of an academic community, the professor has the rights and obligations of any citizen. He/she measures the urgency of these obligations in the light of his/her responsibilities to his/her subject, students, profession and institution. When he/she speaks or acts as a private person, he/she avoids creating the impression that he/she speaks or acts on behalf of his/her college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

F. The Association agrees to uphold the Board Policy on sexual and racial harassment. If a faculty member is not satisfied with the administration's resolution of the complaint, he/she may appeal that decision to the Board of Trustees.

ARTICLE VII - FACULTY RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the General School Laws of the State of New Jersey, or other applicable laws and regulations. The rights granted to faculty herein shall be deemed to be in addition to those provided elsewhere.
- B. Faculty shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to employment of such faculty. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board.
- C. When written charges are placed against a faculty member by the administration or a faculty member is required to be in attendance at an investigatory interview, then a conference will be arranged by the administration within two (2) working days for a discussion. A faculty member is entitled to representation at such conference.
- D. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.
- E. A faculty member's work load shall span no more than five (5) consecutive days. Any extension of this time shall be by mutual agreement of the faculty member concerned and the College Administration. Nothing herein precludes some faculty members from being scheduled less than five (5) days.
- F. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course and subject to the sole approval of the Administration.

ARTICLE VIII - FACULTY RESPONSIBILITIES

A. *Academic Year*

1. The College has established an academic year for faculty members consisting of thirty-two (32) weeks divided into two (2) sixteen (16) week semesters each of which shall include the time allocated for final examinations. The academic year shall start no earlier than August 25 and end no later than June 25. If classes must start prior to September 1st of any calendar year, the earliest start of classes for no more than a sixteen week semester would be August 25th.
2. The period between the Fall semester and the Spring or second semester is designated as "semester break" for all faculty members and they are not required to perform any teaching or non-teaching duties.

B. *Teaching Load*

The normal teaching load for each full-time faculty member shall be fifteen (15) credit hours per semester, with a maximum of thirty (30) credit hours per academic year, subject to the following exceptions:

Full-time faculty in the Office Systems Technology, Science, Technology, Health and Exercise Science, Ophthalmic Science, Animal Science, and Dental Program fields may be assigned up to eighteen (18) contact hours per semester with a limit of thirty-six (36) contact hours per academic year. Additionally, under program fields in which both lecture and lab courses are taught, faculty will have the option to fulfill their normal teaching load by either teaching fifteen (15) lecture hours in courses which do not also include lab hours or by teaching eighteen (18) contact hours which include some lab hours.

If the faculty member's load includes fifteen (15) lecture hours in courses which do not also include lab hours, then his/her loan requirement has been met and any additional hours, whether lab or lecture, will be paid at the overload rate.

For example:

- If a faculty member teaches eighteen (18) hours with fifteen (15) being lecture hours in courses which do not also include lab hours, and three (3) being lab hours, he/she will be paid a three (3) contact hour overload rate.
- If a faculty member teaches nineteen (19) contact hours with fourteen (14) being lecture hours in courses which do not also include lab hours, and five (5) being lab hours, he/she will be paid a one (1) contact hour overload.
- If the faculty member teaches less than fifteen (15) lecture hours in courses which do not also include lab hours, their teaching load will be eighteen (18) contact hours.

Faculty may split their workload so that they teach eighteen (18) credits in the Fall and twelve (12) credits in the Spring, or twelve (12) credits in the Fall and eighteen (18) credits in the Spring, with prior approval by the College. Faculty that may be assigned thirty-six contact hours as their regular load may teach twenty-four (24) contact hours in the Fall and twelve (12) contact hours in the Spring, or twelve (12) contact hours in the Fall and twenty-four (24) contact hours in the Spring, with prior approval of the College. Seventy-five (75) minute classes may be

scheduled on Tuesdays and Thursdays, or on Mondays and Wednesdays, for three (3) credit courses.

The President and Vice President, of the Faculty Assembly shall receive a one (1) course reduction in their course load per year. The Secretary of the Faculty Assembly shall receive a two (2) course reduction in his/her course load per year.

Faculty who accept assignment to non-teaching professional activities, such as grant administration, curriculum development or special projects, shall devote at least two (2) hours to such work per week for each one (1) hour reduction in teaching load or one (1) hour of overload rate per semester. The faculty member and the College will mutually agree on the number of hours of work required to complete the assignment.

C. Office Hours and Student Access

- 1) Within the first five (5) working days of each semester a faculty member shall post in a conspicuous area and manner his/her current office hours and teaching schedule.
- 2) Each faculty member shall maintain four (4) office hours per week for consultation with students. A faculty member will be expected to be present in his/her office during the posted office hours and if a student's schedule conflicts with the faculty member's office hours, the faculty member will provide reasonable accommodation to the student. Faculty who teach overload courses will be available to students in those courses.
- 3) Faculty members shall maintain and post one (1) office hour per week during the summer session(s) they teach.
- 4) Faculty will provide students with their office hours, office location, telephone number, and e-mail address in writing no later than the second class meeting. Faculty shall also schedule office hours in no less than one-hour increments.

D. Faculty Advising

1. Where possible, faculty advisors shall be assigned to students based upon the academic area of the faculty member concerned. Such assignments will be made so as to serve the best interests of the student and will be in effect for the academic life of the student unless either the faculty member or the student requests a change.
2. The maximum number of advisees that a faculty member shall have will be thirty-four (34).

E. Faculty Responsibilities

Each faculty member shall be responsible for the following:

1. To attend department/program meetings.
2. To hold classes as scheduled.
3. To start classes on time and conduct class for the full scheduled time period.
4. To comply with all safety, fire, and smoking regulations.
5. To attend all appropriate in-service functions.
6. To turn in grades as scheduled.
7. To attend meetings of the Faculty Assembly.

8. To attend College Committee Meetings.
9. New faculty members to attend all orientation functions.
10. To provide students with a written statement of course requirements and expectations which shall include the attendance and grading policy, course objectives, and a course outline.
11. To retain all course documentation for a period of not less than three (3) years upon the completion of the course.
12. To observe the approved course syllabus.

F. *Distance Education*

1. The College and the faculty recognize the increasing use of technology such as telecommunications, video recordings, and computer software to support teaching and learning. Expanding student access to instruction and services shall be the primary determining factor when a decision is made to schedule a distance education course. There shall be no reduction in force, nor should any faculty member's schedule be diminished, solely or directly, as a result of the College's participation in external distance education in the affected faculty member's department/academic discipline. Decisions to host distance learning courses will be made so as to avoid competing in the same semester with traditional lecture courses already scheduled. A traditional lecture course once scheduled will not be preempted by an external distance learning course.
2. "Instructional technology material" will be defined to include, but not expressly limited to, video and audio recordings, motion pictures, film strips, computer generated images, photographic and other similar materials, live video, computer and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials which were prepared in whole or in part by a faculty member, and which are used to assist or enhance instruction. The presence of cameras, voice recording devices during the meeting of the class shall be subject to the permission of the instructor.
3. The decision regarding whether to accept a distance education assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing a distance education assignment. The College will encourage the use of technology and/or innovative instructional methodologies and will consider a faculty member's proficiency in the utilization of such strategies in the learning process as part of the professional standards assessment procedure.
4. The scheduling of distance education courses and the assignment of faculty shall remain the exclusive prerogative of the College in accordance with Article IX of this agreement.
5. The College shall be responsible for maintaining security of all student and faculty information or transactions related to distance education courses. For technical purposes only, the College shall have access to all course content and materials related to distance education courses, and to servers on which such courses may be housed.

6. The College agrees that it will not require that an existing course be offered solely in the distance education mode. It will not be the intention of the College to eliminate traditional lecture courses in favor of distance learning courses.
7. The selection and assignment of faculty members to teach a distance education course will be in accordance with Article IX of this agreement.
8. For the purpose of this section the “generic components” of a distance learning course is understood to mean the platform, courseware, shell or course management system. The intellectual property of a distance learning course is understood to mean the section specific content of the distance learning course that is created solely by the faculty member. Intellectual property does not include content or material that was not created solely by the faculty member, but was incorporated from other sources. All intellectual property of a distance learning course shall be considered to be unique and exclusive property of the faculty member. In the event, a faculty member chooses to contract away his/her exclusive right to his/her intellectual property of a distance learning course, the College shall have the right of first refusal. The generic components of a distance learning course shall be the exclusive property of the College.
9. If the College decides to broadcast for promotional purposes faculty presentations to an audience other than the intended audience of students and/or other College staff, there shall be a prior written agreement (which will establish the authorized use and, if applicable, negotiate the appropriate compensation) between the College and faculty member.
10. Classroom(s) at remote site(s) shall have suitable and dependable level of administrative support/supervision. The College will provide mailing and transportation/courier services in a timely manner to remote site(s) for the purpose of the distribution/exchange of supplies and materials to students.
11. The College agrees to provide sufficient and trained employees to set up, maintain, and repair College owned or leased equipment and software required for the delivery of distance education courses. Classroom instructors will not be required to perform such maintenance or repair work.
12. As provided for in Article XXIII C of this agreement, a faculty member will have the option of enrolling in other institutions to obtain additional knowledge of training in the appropriate technology and/or methodologies in distance education. This additional technology and/or methodologies training does not need to be in a degree granting program, but must be relevant to the faculty member’s participation in distance learning at the College. The College may provide alternative methods of training by providing on-campus workshops, seminars, and instructional development opportunities at no cost to the faculty participants.
13. If a faculty member believes that students would benefit if his/her course were offered in a different format than the fifteen week semester, the faculty member will provide the College with a written rationale for adopting a non-traditional class schedule that academic term in order to successfully meet the needs of the students.

The request should be submitted in a timely manner to the department coordinator or chair for review and recommendation(s), then forwarded to the Vice President of Academic and Student Affairs who may waive the standard schedule format on a semester by semester basis.

14. A faculty member who consents to develop a distance learning course shall receive release time during the semester when the course is being developed. The ratio of release time shall be one (1) hour for each one (1) credit of course development.
15. Faculty members who are assigned to teach an existing distance education course will be entitled to receive compensation equal to 60% of the one hour for one credit formula for new course development. It is understood that prior to authorizing compensation, the appropriate academic dean and department chair or coordinator will determine if an existing distance education course requires revision or modification.
16. Whenever the College decides to pay a faculty member to develop a new distance learning course or substantially change an existing distance learning course, the College will first offer the work to the members of the Association. Notice to the Association will be accomplished by notifying in writing the Association President, or during the summer months by writing each member at their home address. If no Association member accepts the work with the College within 30 days of notice, the College may offer the work to a party outside of the Association membership.
17. The College will reimburse the full cost of the faculty member's continuing education in distance education instruction if training is unavailable through the College in accordance with the provisions of Article XXIII of this agreement.
18. If enrollment in an on-line course exceeds 20 students and/or a telecourse exceeds 35 students the faculty member will receive additional compensation in the amount of \$50.00 for each additional student. For the purposes of this section, "enrollment" means "official 10th" day enrollment in a section.
19. Mutually understanding that advances in technology, course preparation and demand may significantly change during the 2001-2002 academic year, the College and Faculty Association agree to meet not later than April 1, 2002 to review and potentially change the maximum class sizes for on-line courses for the subsequent academic year.

G. Hybrid Courses

In a hybrid course, students meet with the faculty member face to face approximately half the time for scheduled activities.

ARTICLE IX - ACADEMIC CLASSES AND GRADING

The provisions of this Article shall be subject to the sole approval of the Administration.

A. *Scheduling Of Courses*

1. The selection of courses and sections shall be determined by the mutual agreement of the appropriate full-time faculty of the department/program and their immediate supervisor.
2. If there is no mutual agreement, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that academic department/program. The rotation shall continue from the previous contract for the duration of this contract.
3. All faculty assignments shall be subject to the approval of the College President.

B. *Scheduling Of Overloads*

1. Overloads and summer positions shall be assigned with first priority to full-time qualified department/program members requesting them.
2. Overload assignments are voluntary. Full-time faculty on a fifteen (15) credit hour per semester schedule shall be permitted to teach up to nine (9) credit hours/overload per semester. Full-time faculty on an eighteen (18) contact hour per semester schedule shall be permitted to teach up to twelve (12) contact hours/overload per semester. Weekend courses are excluded from the aforementioned limitation. Mini-session courses, on-line courses and any other credit courses are included in the aforementioned course limitation.
3. Health and Exercise Science faculty may be assigned up to six (6) contact hours of overload per semester.

C. *An Example Of A Rotation In A Five-Member Department/Program For Overload Assignments*

PROFESSOR	FALL <u>2001</u>	SPRING <u>2002</u>	SUMMER <u>2002</u>	FALL <u>2002</u>	SPRING <u>2003</u>	SUMMER <u>2003</u>	FALL <u>2003</u>	SPRING <u>2004</u>	SUMMER <u>2004</u>
A	1st	5 th	4th	3rd	2nd	1st	5th	4th	3rd
B	2nd	1 st	5th	4th	3rd	2nd	1st	5th	4th
C	3rd	2 nd	1st	5th	4th	3rd	2nd	1st	5th
D	4th	3 rd	2nd	1st	5th	4th	3rd	2nd	1st
E	5th	4 th	3rd	2nd	1st	5th	4th	3rd	2nd

D. *Teaching Schedules*

1. Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed six (6) hours in any one day unless greater elapsed time is agreed to by the affected faculty member or is necessary to complete a regular load.
2. There shall be at least twelve (12) hours between the end of the last class of one day and the beginning of the first class of the next day unless the affected faculty member

agrees otherwise. The College, however, shall make every effort to maintain at least fourteen (14) hours between them.

E. Class Size

1. The maximum number of students in each class shall be forty (40) except for the following class maximums:
 - a. English Composition - twenty-four (24)
 - b. Speech Fundamentals - twenty-five (25)
 - c. Foreign Languages - twenty-five (25)
 - d. Accounting I - thirty-four (34)
 - e. Accounting II - twenty-eight (28)
 - f. Office Systems Technology - twenty-six (26)
2. Limitations in pilot or experimental programs will be set when the program and its objectives are defined.
3. Students in a laboratory section shall not exceed the number of fixed stations in the assigned room.
4. The minimum number of students who must register for a first year course section in order for it to be held shall be twelve (12) and for a required second year course shall be seven (7), except at the discretion of the College President who may authorize a lower number.
5. Anything herein to the contrary notwithstanding, the following Developmental courses shall be limited to the following maximum number of students:
 - a. Developmental English I - twenty-two (22)
 - b. Developmental English II - twenty (20)
 - c. Developmental Mathematics - eighteen (18)
6. Beginning on September 1, 2001 and ending on August 31, 2002, the maximum class size for distance learning courses will be as follows:
 - a. On-Line Courses - twenty (20)
 - b. Telecourses - thirty-five (35)
 - c. ITV Courses - thirty-five (35)

F. Text Selection

1. All texts and other teaching material shall be selected each semester by the full-time faculty members teaching the same course.
2. All texts shall be reviewed each semester by the appropriate full-time faculty.
3. Faculty may have their students use and/or purchase books which they themselves have authored or edited.
4. Selection of texts shall be made with due regard to the financial cost to the student.
5. The text must be selected sixty (60) days before the end of the semester preceding the classes in which they will be used.

6. The full-time faculty in the academic department shall jointly assign the texts to be used by part-time faculty in that department.

G. Designated Classroom Use

1. Classrooms designed to meet specific instructional and student needs, such as business, science and technological laboratories, are not to be scheduled for instructional use in another subject area by the College except in an emergency. Adjunct faculty will be asked to consult with full-time faculty on the proper use of equipment.
2. Bargaining unit members may request a change in the location of a class. Such request shall be directed to the appropriate Academic Dean who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available.
3. Classes that may create noise and possible disturbances to adjoining classes shall be scheduled in such a manner as to keep disturbances to a minimum.
4. In case of prolonged illness and other absence, the College will provide a substitute instructor to cover the class or classes, who shall be compensated on the overload formula.
5. A faculty member who serves as a substitute will be compensated on the overload rate.

H. Final Grades

1. No final grade assigned by a faculty member to one of his/her students may be changed without his/her written consent.
2. At least five (5) calendar days shall elapse from the end of the final examination period before final grades are due.

I. Off-Campus Teaching

1. Off-campus teaching assignments shall be made only with the consent of the faculty member. However, if the Administration is unable to staff the off-campus facilities with adjunct faculty, they shall assign the most junior qualified faculty member.
2. Full-time faculty shall be assigned in inverse seniority (Article XA.) and no individual full-time faculty member shall be assigned more than one off-campus course without his/her consent until each individual full-time faculty member of his/her academic department has been assigned an off-campus course.

ARTICLE X - MISCELLANEOUS CONDITIONS OF EMPLOYMENT

A. *Seniority*

1. Seniority among the faculty shall be determined according to the following criteria:
 - a. Length of full-time service at the College
 - b. Academic rank at the time of employment
 - c. Length of part-time service at the College
 - d. Present academic rank
2. The Board shall, on or before November 1 of each year, provide the Association with a seniority list for the College. All such lists shall reflect each faculty member's original date of appointment and actual years of service at the College.

B. *Academic Calendar*

The calendar shall continue to be developed through the Academic Policy Committee whose membership shall consist of all departmental chairpersons and program coordinators, not less than three (3) faculty members, three (3) students, and two (2) administrators, subject to the final approval of the Board.

C. *Course Offerings*

The course offerings, which shall be in accordance with the requirements of the Board of Trustees of Camden County College or other appropriate bodies under New Jersey Law, including courses and number of sections of each course, commensurate with anticipated student enrollment and class size maximum, shall be decided by those faculty members who teach the courses and shall have the final approval of the Academic Dean.

D. *Field Trips*

1. A field trip shall be defined as any educational activity which requires students and/or faculty members to leave the campus.
2. Approval for such a field trip shall be obtained from the Academic Dean. Particular care should be taken in the planning to avoid disruption of the students' normal schedule of classes. The cost of the trip shall be paid for by the students involved in the trip. Faculty members shall not be required to use their own vehicles for such a trip.
3. The College shall provide travel/accident/liability insurance in the amount of \$250,000/500,000 whenever an Association member is requested to drive on College business, and also be reimbursed for mileage and other appropriate expenses as per current College policy.

E. *Developmental Release Time*

The College President or his/her designee, on the recommendation of the faculty in the academic department concerned, may at his/her sole discretion grant faculty members a reduced teaching load for preparing grant or aid requests, new instructional materials, courses, programs, or improving existing programs. Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member.

F. Funded Teaching Positions

1. Teaching positions under the Federal, State and Local programs, where not made part of a full-time faculty member's course load, will be filled on the basis of rotation subject to the approval of the Administration.
2. If the position(s) is specifically funded and the contract with the funding agency specifies instructors with qualifications not available among members of the full-time faculty, the position(s) shall be filled in the same manner and through the same procedure specified in this Agreement for employment of faculty subject to the sole approval of the Administration.

G. Vacancies

1. Notice of any professional position vacancy, Faculty or Administrative, shall be distributed to all College faculty at least five (5) days prior to its publication off-campus.
2. When a faculty member applies for an open position, he/she will be notified of the disposition of his/her application.
3. When an opportunity for extra compensation other than teaching (research, coaching, counseling, etc.) is available, notice of such opportunity shall be circulated among the faculty members as soon as the information is available and before the position is filled. The Office of Human Resources and Labor Relations will inform the faculty of positions, grants, and faculty positions.

H. Voice Or Image Reproduction

1. When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the faculty member shall negotiate all terms and conditions involved in the production thereof, and the faculty member shall have the right to be represented in the negotiations by an internal or external representative. The faculty member shall the right to copyright ownership, and may, on his/her own initiative, and assuming complete individual legal responsibility, market the individual program and the College shall recover the agreed on costs.
2. The tapes and computer programs referred to in the above paragraph include only those involving material created by the faculty member or including his/her voice or image thereon.
3. Bargaining unit members may make audio-video tapes or computer programs for any educational programs at Camden County College at any time convenient to them, subject to the availability of facilities and supportive staff.

I. Protective Clothing

Gym uniforms, smocks, lab coats and other articles subject to the approval of the Academic Dean required to protect the body or clothing of a faculty member shall be provided for in the department budget.

J. Academic Attire

Academic attire shall be furnished by the College at no cost when faculty members are attending College functions.

K. Notice In Event Of Dislocation From Classroom Or Office

Except in an emergency or where impracticable, one week's notice is to be given to faculty members whose classes or office must be moved when repairs and maintenance make the regularly assigned rooms unusable.

L. Duplicating Services

Duplicating services will be provided by the College.

ARTICLE XI - GRIEVANCE PROCEDURE

A. *Intent*

It is the declared objective of the Board and the Association to encourage the fair, prompt and equitable resolution of all grievances. All relevant and necessary information, facts, and materials shall be provided by the Board and the Association to enable the parties to resolve grievances.

B. *Definition*

A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of any provision(s) of this agreement, or the policies, agreements and administrative decisions affecting them.

C. *Preliminary Informal Procedure*

An attempt shall be made to resolve a complaint by a faculty member, a group of faculty members or the Association with the appropriate administrator. Should the informal discussion fail to produce a satisfactory settlement, the grievant may move the grievance to the first step of the formal procedure.

D. *Formal Procedure*

A grievance may be filed by a faculty member, a group of faculty members or the Association. Grievances shall be presented and adjusted in accordance with the following procedures:

1. Step One - Academic Dean
 - a. If the grievance has not been resolved at the preliminary informal procedure, the grievant, group of grievants or the Association shall present the grievance in writing to the appropriate Academic Dean and a copy shall be sent by the appropriate Academic Dean with information on the hearing date to the Association President.
 - b. The appropriate Academic Dean shall, within seven (7) calendar days after receipt of the grievance, meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The appropriate Academic Dean shall make a decision and communicate it in writing to the grievant and the Association President within five (5) working days of said meeting. The Association shall have the right to be present at all grievance hearings.
2. Step Two - Academic Vice President
 - a. If the grievance has not been resolved at Step One, the Association, but not an individual faculty member or a group of faculty members, may appeal in writing the grievance to the Academic Vice-President or his/her designee within five (5) working days after receipt by the grievant. A copy shall be sent by the Academic Vice-President with information on the hearing date to the Association President.
 - b. The Academic Vice-President shall within seven (7) working days after receipt of the appeal meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The Academic Vice-President shall within seven (7) working days of said meeting make a decision and communicate it in writing to the grievant and the Association President.

3. Step Three - College President
 - a. If the grievance has not been resolved at Step Two, the Association, but not an individual faculty member or a group of faculty members, may appeal in writing the grievance to the College President within five (5) working days after receipt by the grievant. A copy shall be sent by the College President with information on the hearing date to the Association President.
 - b. The College President shall within seven (7) working days after receipt of the appeal meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The College President shall within seven (7) working days of said meeting make a decision and communicate it in writing to the grievant and the Association President.
4. Step Four - Binding Arbitration
 - a. If the grievance has not been resolved at Step Three, within fifteen (15) working days after receipt of the decision of the College President, the Association, but not an individual faculty member or a group of faculty members, has the sole right to appeal the grievance to arbitration with the Public Employment Relations Commission.
 - b. The arbitrator shall hold a hearing within twenty (20) calendar days of his/her appointment. Five (5) working days notice shall be given to all parties, as to the time and place of the hearing.
 - c. The decision, including awards, shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.
 - d. The arbitrator's fees and those of the Public Employment Relations Commission shall be shared equally by the Association and the Board, but each shall bear its own cost of presenting its case to the arbitrator.

E. Other Requirements

1. A grievance under this procedure shall be initiated within thirty (30) calendar days after the grievant became aware of the action or occurrence giving rise to the grievance.
2. A grievance shall be lodged at its point of origin and the general procedure relating to the step shall apply, including the right of appeal.
3. The Association may initiate or appeal a grievance at any step of this procedure.
4. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.
5. Additional time limits at a specific step of this procedure may be granted by mutual agreement in writing between the parties.

6. No party except the arbitrator may employ the use of any visual or sound recording devices at any stage or step of this procedure without the prior approval of both parties.
7. Conferences, meetings, and hearings held under this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
8. Any member of the bargaining unit whose presence is necessary as a result, direct or indirect, of the administration of this procedure, shall suffer no loss of pay nor any other penalty.
9. All documents, communications, and records dealing with a grievance after it has been initiated shall be filed separately from the personnel files of the participants. A faculty member shall have the option of entering the final settlement of a grievance in his/her file.
10. No reprisals of any kind shall be taken against any faculty member for participating in this procedure.
11. Any settlement, withdrawal or disposition of a grievance at any step below Step Four shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XII - EMPLOYMENT, RETENTION AND RE-EMPLOYMENT

A. Initial Employment

1. Appointments and reappointments are normally limited to one academic year until the faculty member attains tenure. When a prospective faculty member is offered a position at Camden County College, he/she shall be provided with a copy of the agreement, the Faculty Handbook, and an official contract.
2. The official contract shall include:
 - a. Faculty member's name
 - b. Academic rank
 - c. Academic department or fields
 - d. Salary
 - e. Date of appointment
 - f. Name of the College
3. The salary of a faculty member hired during the academic year shall be prorated from the date of employment. If he/she is hired on or before the first day of the Spring Semester, full credit for the year shall be granted. Any faculty member hired at the beginning of the Spring Semester shall be given notice of his/her reappointment or non-reappointment no later than April 15th.
4. The salary schedules for all ranks and positions as well as descriptions of ranks in accordance with the terms of this contract shall be presented in writing or printed form to each applicant for professional employment at the College as part of the final correspondence or final interview pertaining to such employment.
5. Credit for previous military service shall be computed in accordance with N.J.S.A. 18A:20-11.

B. Date Of Renewal For Employment Contracts

Annual contracts and/or notices of continuous employment shall be issued on or before March 15th. After the first year, such notification shall not be later than December 15th.

C. Retention Of Employment

For the purpose of retention of employment in the event of a reduction in size of the faculty or elimination of courses, the affected person may exercise his/her seniority as specified in Article X A. by displacing the most junior person teaching in a department(s) or field(s) for which the senior person is qualified. No faculty member shall be displaced if it is possible to provide him/her with full-time employment through the elimination of part-time faculty and/or overloads.

D. Re-Employment Rights

1. Tenured bargaining unit members who are displaced as a result of Article XII C. are entitled to re-employment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).
2. In the event a faculty member is recalled, he/she shall receive all previously negotiated benefits he/she would have received had he/she not been retrenched, including rank and salary. In addition, he/she shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to

repurchase past service credits for retirement in accordance with New Jersey State regulations. Furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for faculty members covered by this agreement.

E. Faculty To Administration To Faculty

Any faculty members who assume full-time academic administrative duties and subsequently return to faculty status shall resume all rights and privileges, including tenure and seniority.

F. Reduction In Force

In the event of a reduction in force, the College and the Association agree that the provisions of N.J.A.C. 9:4-5.1 - 5.11 or as superseded will apply.

ARTICLE XIII – PROMOTIONS

A. *Intent*

The Board recognizes that academic promotions are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number of promotions each academic year.

B. *Eligibility*

A faculty member must be tenured, or have been notified that they have been recommended for tenure.

C. *Application*

1. The application must be submitted by April 1st of the academic year preceding the academic year when the promotion will become effective. A faculty member is eligible to apply for a promotion which will become effective the following academic year with the stipulation that they must have been awarded tenure or been notified that they have been recommended for tenure in order to receive the promotion.
2. The Professional Standards Committee shall review all applications and forward a full list of qualified and worthy faculty, with such recommendations, in priority order to the College President by April 30th.

D. *Qualifications For Promotion*

1. The personal qualities to be considered in evaluating members of the faculty for promotion:
 - a. Teaching Effectiveness
 - b. Scholarly Achievement
 - c. Student Counseling
 - d. Professional Development
 - e. Contributions to Campus Life
 - f. Contributions to College Community Relations
2. The Board recognizes that individuals may present qualifications as to education and experience that the Professional Standards Committee shall adjudge to be equivalent to the above qualifications although not corresponding to them to the letter. In such cases, the Professional Standards Committee shall recommend such individuals to the College President for his/her consideration for the academic rank appropriate.

E. *Qualifications For Merit Raises*

To be considered for a merit raise a faculty member must make significant contributions to the reputation of Camden County College, beyond contractual responsibilities. No activity for which the College provides compensation or release time is considered meritorious unless the value of the contribution significantly exceeds the compensation and/or release time provided by the College for the activity.

The following activities will be considered meritorious:

1. Publication of a scholarly or artistic work in either print or electronic form by a commercial publisher or university press in which the author is not required to

- financially contribute to either the publicity or publication costs. (Customized textbooks are excluded).
2. Publication of scholarly articles or artistic works in a refereed journal in either print or electronic form.
 3. Creation and presentation of an artistic work with evidence of significant public and/or critical response and approval.
 4. A record of scholarly or artistic presentations to the community with evidence of significant public and/or critical response and approval related to the discipline in which the faculty member is employed by the College.
 5. Recognition of significant contributions to the teaching profession or discipline in which the faculty member is employed by the College by major state and national organizations or government agencies.
 6. Acquisition of grants, other financial contributions or other activities that significantly contribute to the furtherance of the College's mission and strategic goals.

F. Professional Standards Committee

1. The Professional Standards Committee consists of six (6) tenured faculty members to be elected by the full-time faculty in an election conducted by the Association at their April meeting. No two members shall come from the same academic department or career program area.
2. No member of this committee shall apply for an academic promotion, merit raise or special salary adjustment during the time he/she is on the committee.

G. Approval

1. Final decision on recommendations to the Board for promotion in academic rank or merit raises shall rest with the College President after he/she has considered the recommendations of the Professional Standards Committee and the Academic Deans. However, with respect to academic rank, the College President shall observe the procedures stated in Article XV.
2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given an opportunity to discuss the matter with the College President.
3. Final decision on promotions in academic rank or merit raise rest with the Board. The Board agrees to act on these applications for promotion or merit raise and to notify in writing those approved after its September meeting of the same academic year for which application was made. Within one month after the Board's decisions on promotions or merit raises, the College President shall send a memo to the general faculty listing faculty members who have been raised in academic rank or granted merit raises. The Board shall act on applications for promotion or merit raises no

later than September and shall notify the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of that meeting.

H. Special Board Appointment Or Promotion

Notwithstanding any other provisions of this agreement, it is mutually understood and agreed that the College President may, under extraordinary circumstances, waive the standard requirements for appointment or promotion in any academic rank when the interests of the College require it.

I. Salary Adjustment with Promotion

When a faculty member receives an academic promotion, he/she will receive an increase of 5% in his/her base salary.

J. Merit Raise

Full Professors who have been in that rank at least three (3) years and all other faculty who have been in their rank for at least five (5) years may apply for merit raise in recognition of continuing and long-term contributions by using the same procedure as promotions (subparagraph c of this article) except that they shall address the qualifications for merit raises. Merit raises shall be \$2,600. Merit raises shall be added as a permanent adjustment to the faculty member's base salary. A faculty member who has received a merit raise may not apply for a merit or special salary adjustment for a minimum of five (5) years.

K. Special Salary Adjustment

A faculty member may apply for a special salary adjustment in recognition of singular achievements by applying to the Professional Standards Committee using the same procedure as promotions (subparagraph C of this article) except that they shall address the qualifications for merit raises. The Professional Standards Committee may recommend a special raise for faculty who have applied for either a special raise or merit raise.

The Board of Trustees, upon the recommendation of the College President, may grant special recognition to any member of the Association who has made a significant contribution to the College. Said faculty member may, upon the recommendation of the President to the Board of Trustees, receive a special salary adjustment which may be either a one-time bonus or addition to base salary.

ARTICLE XIV - SABBATICAL LEAVE

A. *Intent*

1. The Sabbatical Leave is established to furnish opportunity for professional development through study, educational travel directly related to a faculty member's academic department, research, and/or other pursuits as may contribute to professional growth.
2. The Board recognizes that sabbaticals are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number each academic year.

B. *Eligibility*

1. A faculty member must have tenure.
2. A faculty member must wait at least five (5) consecutive years after taking a Sabbatical leave before he/she is eligible for another Sabbatical Leave.

C. *Application*

1. A faculty member may apply to the Professional Standards Committee for a Sabbatical Leave by April 1st of the academic year preceding the academic year for which the faculty member would like the Sabbatical leave to become effective if granted.
2. The Professional Standards Committee shall review all applicants and forward a full list of faculty requests for Sabbatical Leave with recommendations to the College President by April 30th.
3. Each applicant for Sabbatical Leave shall have the right to request and make an appearance to speak on his/her own behalf before the Professional Standards Committee. He/she may request the appearance of appropriate peers or other competent authorities to speak on his/her behalf.

D. *Professional Standards Committee*

No member of this committee shall apply for a Sabbatical Leave during the time he/she is on the committee.

E. *Approval*

1. Final decision on recommendation to the Board on the granting of Sabbatical Leave shall rest with the College President after he/she has considered the recommendations of the Professional Standards Committee and the Academic Deans.
2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given the opportunity to discuss the matter with the College President.
3. Final decision on the granting of Sabbatical Leave rests with the Board. The Board shall act on all applications for Sabbatical Leave no later than June and shall notify

the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of the meeting.

F. Terms For Sabbatical Leave

1. Compensation during the leave shall be full salary for one (1) semester, half salary for two (2) semesters, or full salary for two (2) semesters with the faculty member teaching fifteen (15) credit hours over the two (2) semesters, subject to the approval of the College President.
2. The recipient retains all rights, privileges and benefits of regular employment. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study or the enhancement of professional expertise.
3. Acceptance of Sabbatical Leave obligates the recipient to return to the College for at least one (1) year.
4. Upon return from a Sabbatical Leave, the faculty member may be required to give a written report and/or presentation to the General Faculty describing the outcome and assessment of said leave.
5. Sabbatical recipients who engage in any remunerative employment while on leave shall notify the College President, in writing, of the nature of such employment. Employment which does not satisfy the guidelines established in the New Jersey Administrative Code, Sections 9:2-10.1 to 9:2-10.2 shall be prohibited.

ARTICLE XV - QUALIFICATIONS FOR ACADEMIC RANK

A. *Qualifications*

The following are the minimum qualifications for academic rank but they are not to be considered to guarantee automatic appointment to a given rank:

1. INSTRUCTOR - An earned Master's Degree from an accredited institution or its equivalent in the appropriate field of training.
2. ASSISTANT PROFESSOR II - An earned Master's Degree from an accredited institution or its equivalent in the appropriate field of training. At least four (4) years of college teaching experience or its equivalent in related experience.
3. ASSISTANT PROFESSOR I - An earned Master's Degree from an accredited institution plus fifteen (15) credits of post-master's study. At least six (6) years of college teaching experience or its equivalent in related experience.
4. ASSOCIATE PROFESSOR - An earned Master's Degree from an accredited institution plus thirty (30) credits of post-master's study. At least eight (8) years of college teaching experience or its equivalent in related experience.
5. PROFESSOR - An earned Master's Degree from an accredited institution with the work completed for the Doctorate with the exception of the dissertation, or Doctoral equivalent, or Doctorate. At least ten (10) years of college teaching experience or its equivalent in related experience. The University where the doctorate is being pursued must certify in writing that the faculty member has completed all the requirements for the doctorate except the dissertation.

B. *Related Experience*

Where appropriate, one (1) year of College level experience shall be credited for every two (2) years of the following relevant experience:

1. full-time high school teaching
2. business, commercial, or government employment
3. part-time college teaching, including work as a graduate assistant

ARTICLE XVI - DEPARTMENT CHAIRPERSONS AND PROGRAM COORDINATORS

A. Appointment

After consultation with the department/program faculty, the College shall appoint Department Chairpersons and Program Coordinators for a term of two (2) years. The Department Chair and Program Coordinator may be reappointed for an unlimited number of successive terms.

B. Department Chair And Program Coordinator Duties

The following academic duties and responsibilities apply equally to all courses offered at the Blackwood Campus, the Camden Campus, the Rohrer Center, and all other off-campus sites, as well as courses offered in non-traditional formats such as weekend college and distance learning courses.

1. Chair and issue minutes of department/program meetings.
2. Coordinate the development of department/program objectives, course objectives, and course syllabi. Oversee the definition of required levels of objective and course syllabi mastery. Define support services required to carry out department and course objectives.
3. Conduct the program evaluation process and prepare the academic program review document.
4. Coordinate the development of the department's/program's master course schedule for approval by the Dean.
5. Coordinate the assignment of full-time and adjunct faculty to the master schedule to be approved by the Dean.
6. Interview and recommend the hiring of full-time and adjunct faculty. Serve as a member of the appropriate search committees.
7. Evaluate adjunct faculty within the department/program.
8. Facilitate the student evaluation of full-time faculty within the department/program.
9. Provide recommendations for professional development topics and activities.
10. Make recommendations for the selection of course textbooks.
11. Participate in the recruitment of students.
12. Participate in the advisement of students as required.
13. Provide support at registration sessions, all orientations, in-service and professional development programs.
14. Coordinate the preparation of the annual department/program budget and provide budgetary submissions as required.

15. Prepare bid lists as required for supplies and minor capital equipment.
16. Coordinate the submission of all purchase order requisitions.
17. Participate in grant writing as needed.
18. Oversee the utilization and implementation of safety procedures.
19. Coordinate the department's development and evaluation of the College's Master Plan.
20. Act as liaison with professional groups and societies.
21. Coordinate academic matters as necessary, with the Academic Deans, Assistant Academic Deans, as well as other chairs and coordinators.
22. Coordinate the transferability of courses for the department.
23. Related duties as assigned.
24. Mediate student disputes with faculty at the discretion of the faculty member.

C. *Additional Duties For Program Coordinators*

1. Chair and issue minutes of program meetings with affiliating agencies.
2. Plan and participate in Advisory Board meetings, issue minutes and maintain correspondence with the committee.
3. Edit and revise program brochures, advisement guides, course description brochures as required.
4. Interview pre-program/potential students and respond to program information requests.
5. Advise all students in the program.
6. Assist program graduates in obtaining employment.
7. Coordinate the development, maintenance and renewal of Affiliation Agreements as they pertain to the specific program.
8. Obtain, oversee and evaluate the off-campus and/or on-campus clinical sites, clinics, labs or media/computer centers.
9. Coordinate program options as needed.
10. Coordinate and prepare the accreditation self-study document and prepare for the on-site visits for accreditation as it pertains to the specific program.

D. Department Chair Compensation

Chairpersons will be compensated according to the number of full-time and part-time faculty in their department. Chairpersons who have a combined total of 1-19 full and part-time faculty will receive a 3 contact hour reduction in teaching load. Chairpersons who have a combined total of 20-39 full-time and part-time faculty will receive a 6 contact hour reduction in teaching load. Chairpersons who have a combined total of 40-49 full-time and part-time faculty will receive a one hour of overload in addition to a 6 contact hour reduction in teaching load. Chairpersons who have a combined total of 50-59 full-time and part-time faculty will receive two hours of overload in addition to a 6 contact hour reduction in teaching load. Chairpersons who have a combined total of 60 or more full-time and part-time faculty will receive three hours of overload in addition to a 6 contact hour reduction in teaching load.

Additionally, Department Chairpersons shall receive an annual stipend equivalent to 1.333 credit hours of overload pay in recognition of their summer work responsibilities.

E. Program Coordinator Compensation

Program Coordinators will be compensated according to the number of full-time and part-time faculty in their department. Program Coordinators who have a combined total of 1-19 full-time and part-time faculty will receive a 3 contact hour reduction in teaching load plus a stipend equivalent to 2.066 credit hours of overload pay. Program Coordinators who have a combined total of 20-39 full-time and part-time faculty will receive a 6 contact hour reduction in teaching load. Program Coordinators who have a combined total of 40-49 full-time and part-time faculty will receive one hour of overload pay in addition to a 6 contact hour reduction in teaching load. Program Coordinators who have a combined total of 50-59 full-time and part-time faculty will receive two hours of overload pay in addition to a 6 contact hour reduction in teaching load. Program Coordinators who have a combined total of 60 or more full-time and part-time faculty will receive three hours of overload pay in addition to a 6 contact hour reduction in teaching load.

Program Coordinators who must prepare accreditation documents for external accreditation agencies will receive an additional 3 contact hour reduction in teaching load for the semester prior to the accreditation visit and a 3 contact hour reduction in teaching load for the semester of the site visit.

Additionally, Program Coordinators shall receive an annual stipend equivalent to 1.333 credit hours of overload pay in recognition of their summer work responsibilities.

F. Departments/Programs

The following departments in the Mathematics, Science and Health Career Division will have department chairpersons: Biology, Mathematics, Chemistry, and Academic Skills Math. The following programs will have program coordinators: Dietetic Technology, Dental Programs (director), Dental Hygiene (clinic supervisor), HPER and Wellness, and Health Information Technology.

The following departments in the Business, Computer and Technical Studies Division will have department chairpersons: Physics. The following programs will have program coordinators: Business Programs, Computer Information Systems, Computer Science, Computer Systems

Technology, Web Design, Engineering, Photonics/Laser Technology, Office Systems Technology and CAD.

The following departments in the Arts, Humanities and Social Sciences Division will have department chairpersons: English, ESL, History/Political Science/Philosophy, Languages, Psychology, Sociology, and Academic Skills Reading/Writing. The following programs will have program coordinators: Criminal Justice, Human Services, Interpreter Education, Elementary/Secondary Education and Liberal Arts.

Nothing herein is intended to constrain the College's ability to re-organize the academic divisions, departments and programs or to specify the minimum or maximum number of department chairs or coordinators. The College will provide the Association with reasonable advance notification of such changes.

ARTICLE XVII - RESIGNATION, SUSPENSION, AND DISMISSAL

A. *Resignation*

Faculty members have reciprocal obligations to the institution, especially in the matter of resignation. Except in cases of resignation for health or other reasons beyond the control of the faculty member, it is expected that he/she will remain for the term of his/her contract.

B. *Dismissal*

No faculty member on tenure may be dismissed except as provided in Statute Law N.J.S.A. 18A:6-10.

C. *Suspension*

When a suspension is necessary in the opinion of the College, the faculty member's salary shall be discontinued for no more than ninety (90) days if the issue is not resolved within that period of time. The reinstatement of salary after ninety (90) days suspension will continue until such time as there is a final disposition of the issue. If the suspension is related to the filing of tenure charges in accordance with N.J.S.A. 18A:6:10 et seq., then the term of the suspension without pay shall be 180 days in accordance with N.J.S.A. 18A6-18.1.

D. *Voluntary Peer Review In Cases Of Dismissal*

1. The dismissal for cause of a faculty member with tenure, or of a non-tenured faculty member before the end of the specified term of appointment, shall be based only on specific charges relating directly and substantially to the fitness of the faculty member to continue in his or her professional capacity.
2. In the event of a decision by the College to dismiss a faculty member with tenure, or a non-tenured faculty member before the end of the specified term of appointment, the faculty member is entitled, if he or she wishes, to utilize the peer review procedures set forth in this Article. A faculty member who does not wish to avail himself/herself of these procedures may waive them. A faculty member who does wish to avail himself/herself of these procedures shall so notify the President and the Chair of the Professional Standards Committee; upon such notification, the procedures set forth below shall apply.
3. Any such dismissal for cause shall be preceded by discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement. If the matter is not resolved by personal conference, the Professional Standards Committee shall undertake an informal inquiry and, if it fails to effect a resolution, shall offer non-binding advice to the President as to whether dismissal proceedings should be undertaken.
4. If the President decides to proceed with formal dismissal, he/she shall provide the faculty member with a statement of charges, framed with reasonable particularity, to which the faculty member shall have twenty days to respond prior to a hearing before the Professional Standards Committee.
5. Upon receipt of a request by the faculty member for a hearing before the Committee, the Professional Standards Committee shall establish the time and place of the hearing and shall adopt rules to be followed. The burden of proof shall rest with the

administration to demonstrate the adequacy of cause for dismissal. The faculty member shall have the opportunity to be represented by counsel of his/her choice, to call witnesses in his/her own behalf, and to confront and cross-examine all adverse witnesses. A verbatim record of the hearing of the Professional Standards Committee may be taken, at the option and expense of the faculty member.

6. The findings and recommendations of the Professional Standards Committee shall be submitted within thirty (30) days to the President and to the faculty member concerned. If the President rejects the Committee's recommendations, he/she shall inform the committee and faculty member of the reasons for doing so and shall provide an opportunity for response before transmitting the case to the Board of Trustees.
7. Review of the case by the Board of Trustees shall be based on the record of the hearing, accompanied by an opportunity for oral and/or written argument by the principals at the hearing or their representatives. In the event of a final decision to dismiss a faculty member with tenure, he/she shall have access to the statutory review procedures provided in N.J.S.A. 18A:6-10 et. seq.

E. Non Reappointment

1. No non-tenured faculty member shall be denied reappointment for reasons that violate academic freedom or because of discrimination on the basis of race, religion, national origin or gender.
2. Any faculty member who claims that his/her reappointment has been denied for such reasons is entitled, if he/she wishes, to notify the Professional Standards Committee of such claim and to have such claim considered by that Committee, which shall first attempt to settle the matter by informal methods. If such resolution cannot be achieved, and if the Committee concludes that the claim may have merit, it shall afford the faculty member a hearing in the manner set forth in Article XVII.D., except that the burden of proof will rest on the faculty member.

F. Emeritus Faculty

1. To recognize meritorious service, the College may confer emeritus or distinguished meritorious status on a retired faculty member. The College will confer emeritus status concurrent with an offer to teach or an administrative assignment. The President will appoint a committee that includes distinguished emeritus faculty, senior faculty and staff to make recommendations for establishing criteria and/or reviewing individual nominations for granting distinguished emeritus status.
2. An emeritus professor shall enjoy the right to attend and to speak at all general faculty and Association meetings. He/she shall enjoy the usual faculty rights and privileges, including the assignment of office space if available, and may accept assignments to teach, lecture, and to perform research for the College. Emeritus professors will be paid at the prevailing overload rate for full-time faculty.

ARTICLE XVIII - PROFESSIONAL EVALUATIONS

A. *Purpose*

The purpose of the development and evaluation process is to improve instruction, to appraise faculty of their strengths, weaknesses, and need for professional development, to determine the desirability of tenure when an individual is eligible; and to provide information for use in making personnel decisions regarding promotion, merit pay, and other matters.

B. *Mentoring Program For Non-Tenured Faculty Members*

To aid in their development and growth, each probationary faculty member will be assigned a faculty mentor for at least the first year they are employed as a non-tenured faculty member. Assignment of mentors for subsequent years of a faculty member's probationary period will be at the discretion of the College.

The mentor will assist the probationary faculty member by providing guidance and advice on at least the following topics: teaching methods, student learning outcomes, course content and pace, course administration, administrative policies and procedures. The mentor will observe some of the faculty member's classes and provide suggestions to improve teaching and student learning. The mentor may provide additional insight and suggestions for improvement based on administrative, peer, or student evaluations conducted per this Article. The mentor will serve as a general resource for the probationary faculty member.

The College will assign tenured faculty to be mentors for an academic year. The College will endeavor to assign faculty members that express an interest in serving as a mentor and who teach in the same academic discipline as the probationary faculty member, where possible.

Each mentor shall be compensated in accordance with Article XXII.

C. *Evaluation Of Non-Tenured Faculty Members*

1. Administrative Evaluations

The Vice President for Academic and Student Affairs and/or the President may, evaluate any probationary (non-tenured) instructional faculty member during any academic session.

The Vice President for Academic and Student Affairs shall evaluate each probationary instructional faculty member, in writing, at least once during each academic year. As part of such evaluation, the Vice President or administrative designee may visit the classroom of such probationary instructional faculty member. The written evaluation may address any aspect of the probationary instructional faculty member's performance. Following each written evaluation, the Vice President for Academic and Student Affairs, or an administrative designee, will hold an individual conference with the probationary instructional faculty member to discuss the results of this evaluation. This conference shall be held in the company of the faculty member's mentor, at the faculty member's option.

The appropriate Academic Dean shall evaluate each probationary instructional faculty member, in writing, once during each academic year. As part of such evaluation, said Dean shall visit the classroom of the probationary instructional faculty member. The

written evaluation may address any aspect of the probationary faculty member's performance. Following each written evaluation, such Dean will hold an individual conference with the probationary instructional faculty member to discuss the results of this evaluation in the company of the faculty member's mentor at the faculty member's option.

Evaluations are to be performed by the Vice President for Academic and Student Affairs, appropriate Academic Dean or administrative designee.

After any visit by an administrator, a probationary instructional faculty member may request an additional classroom visit from that administrator at a mutually agreed upon time. Any additional classroom visit will be followed by a written evaluation by the administrator making such visit.

Forms used for administrative evaluation of probationary faculty members shall be available in each Academic Dean's office.

2. Peer Evaluations

A probationary faculty member may, during any academic year solicit three confidential peer evaluations. The peer evaluations shall be sought from tenured faculty members mutually agreed upon by the probationary faculty member and the appropriate Academic Dean or administrative designee. The participation of tenured faculty in peer evaluations shall be voluntary. Peer evaluations shall be sent to the Vice President for Academic and Student Affairs not later than 90 days prior to the end of the academic year.

3. Student Evaluations

Student evaluations shall be administered following the course midterm, generally during the ninth or tenth weeks for a regular semester, or half-way through a course lasting less than 15 weeks.

Student evaluations shall be required in all classes being taught by non-tenured faculty members.

Student evaluations shall be distributed by the probationary faculty member and collected and delivered by a student to the appropriate Academic Dean.

Student instructional evaluations shall be on an instrument selected by the Board in consultation with the Association.

Each non-tenured faculty member will receive a tabulation and summary of student evaluations from the appropriate Academic Dean generally before or during the thirteenth week of the academic session. An individual conference with the probationary faculty member and Academic Dean shall be held to discuss the results of the student evaluation. Said conference shall be held in the company of the member's mentor, at the faculty member's option.

A non-tenured faculty member and the appropriate Academic Dean may jointly agree to have students re-evaluate any course at a mutually agreeable point in the semester

or term. An individual conference with the non-tenured faculty member and the Academic Dean shall then be held to discuss the results of such student re-evaluation. Said conference shall be held in the company of the member's mentor, at the faculty member's option.

4. Self-Evaluations

At least once per academic year, all non-tenured faculty members shall prepare individual self-evaluations.

The individual self-evaluations shall address the following eight areas:

- a. Effectiveness of the teaching/learning process by identifying professional strengths and weaknesses.
- b. Evidence of professional growth in teaching effectiveness resulting from personal or professional development activities (workshops, conferences, courses, etc).
- c. Evidence of institutional service activities including any committee work.
- d. Evidence of participation in program and curriculum development.
- e. Evidence of community service activities.
- f. Evidence of professional growth resulting from previous student and administrative evaluations, if appropriate.
- g. Identification of annual professional growth goals and evidence of progress toward the previous annual professional growth goals, if appropriate.
- h. Use of college provided professional development allocations, if any.

5. Student Evaluations, Peer Evaluations, Self-Evaluations, and the Administrative Evaluations shall constitute the majority of the consideration as it relates to tenure.

6. Summary Evaluations

The Vice President for Academic and Student Affairs shall have an individual summary evaluation conference with each non-tenured faculty member at least once during each academic year. The Vice President may address any aspects of the probationary faculty member's performance, including all of the evaluations set forth in this Article, and shall identify in writing such deficiencies in a non-tenured faculty member's performance as are known to the Vice President. Additionally, a clear administrative plan for improvement shall be developed by the Vice President and or the Academic Dean, in consultation with the probationary faculty member and the member's mentor for each identified deficiency. This written summary will be included in the written evaluation. The Vice President will offer additional interim suggestions to improve the faculty member's performance. Such summary evaluations may be performed by an administrative designee.

7. Response

A non-tenured faculty member may submit a written response to any evaluation to the Vice President for Academic and Student Affairs, who shall keep such responses with the original evaluation. The acceptance of such response from a probationary faculty member without further comment or action by the Board shall not imply or create any presumption that the Board agrees with the contents of the faculty member's response.

D. Evaluation Of Tenured Faculty Members

Tenured faculty will be evaluated in accordance with the provisions of the New Jersey Administrative Code.

To aid in their development and growth, each tenured faculty member will participate in the “Partners in Learning” program at least one year in a five year cycle. The “Partners in Learning” program shall include:

1. Classroom observations and discussion of suggestions by faculty partners.
2. Discussion between partners for mutual pedagogical improvement.
3. Student interviews and/or evaluations.
4. Periodic meetings and/or professional development seminars for all partners.
5. Written self-assessments by each participating faculty member including summaries of all of the above activities will be provided to the faculty member’s academic dean at the end of the partnership year.

Faculty members who choose not to participate in the “Partners in Learning” program will participate in a traditional evaluation program as directed by the Dean.

The traditional evaluation program shall take place once every five years and shall consist of the following:

1. A classroom observation by the Dean (who may be accompanied by relevant specialists) at a mutually agreeable time;
2. A classroom observation by a tenured peer;
3. Student evaluation forms for each class taught in the fall and spring semester of the evaluation;
4. Self-evaluation that addresses faculty performance over the past five years in the following areas:
 - a. Effectiveness of the teaching/learning process by identifying professional strengths and weaknesses;
 - b. Evidence of professional growth in teaching effectiveness resulting from personal or professional development activities, which may include:
 - Evidence of institutional service activities including any committee work;
 - Evidence of participation in program and curriculum development;
 - Evidence of professional growth resulting from previous student and administration evaluations.
5. The Dean shall have an individual summary evaluative conference with the faculty member, which shall include the identification of annual professional growth goals and evidence of progress toward the annual professional growth goals.

ARTICLE XIX - PERSONNEL FILES

A. *Personnel Files*

1. Administrators shall be encouraged to place in the personnel file of each faculty member information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature.
2. One personnel file for each faculty member shall be maintained in the Office of the College President.
3. No material derogatory to a member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member shall acknowledge that he/she has read such material by affixing his/her signature on it. Be it understood that such signature merely signifies that he/she has read the material in question and that it indicates neither approval nor rejection of its contents.
4. The faculty member shall have the right to answer in writing any material in his/her personnel file, and his/her answer shall be attached to the file copy.
5. Anonymous material shall not be placed in a faculty member's file.
6. No material provided by a student or students shall be placed in the faculty member's personnel file without the prior acknowledgment of the faculty member.
7. No item may be removed from a faculty member's file without his/her prior knowledge.
8. No other faculty member will be able to examine another faculty member's file unless prior written permission has been granted by the faculty member.
9. Faculty members shall have the right to be furnished with copies of any material in personnel files.
10. A duly appointed representative of the Association may, at the faculty member's request, accompany said person when he/she reviews his/her file.
11. The personnel file may, with the permission of the faculty member, be available for examination by the Professional Standards Committee or Grievance Committee.

B. *Confidentiality*

The Board agrees to protect the confidentiality of the personnel files, personal references, academic credentials, and other similar documents. It shall not establish any separate personnel files which are not available for the faculty member's inspection except for pre-employment references and notes on pre-employment interviews which shall not be part of the faculty member's regular personnel file, but shall be kept in a separate locked file.

ARTICLE XX - FACULTY FACILITIES

- A. Every effort will be made to reduce and keep at a minimum the noise level in the faculty office areas and adjoining corridor areas. Faculty members may request an office space reassignment to an available office area subject to preference according to seniority.
- B. The College shall place on each faculty office door a nameplate and schedule holder for each faculty member in the office.
- C. Each faculty member shall be provided with completely enclosed office space in a quiet area unless otherwise agreed.
- D. Faculty offices shall be lockable and have telephone and shall normally house two faculty members. If the available office space can reasonable accommodate more than two faculty members, the College may assign additional faculty members to that office with the mutual consent of the Association. Where an office is to be assigned to only one faculty member, first preference shall be given according to seniority except where otherwise specified in this agreement. A faculty member may be assigned to a private office for health reasons.
- E. Each faculty member shall be provided with a suitable desk, or a substitute acceptable to the faculty member, an appropriate swivel chair, bookcases with such additional shelving as requested and fits into the office, four drawer file cabinet and necessary supplies to perform his/her duties.
- F. Adequate secretarial service shall be provided for all faculty.
- G. Every effort will be made to have one (1) faculty lounge in each building of adequate size, suitable equipped and furnished and containing restrooms exclusively for faculty. The room size and the quality and quantity of furnishings of the existing faculty lounges shall not be diminished during the term of this Agreement.
- H. All full-time faculty shall be provided with on-campus, free, reserved parking facilities.
- I. Faculty members may make collect, credit card and/or toll-free telephone calls.

ARTICLE XXI - PROTECTION OF FACULTY AND PROPERTY

- A. A faculty member may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.
- B. Faculty should immediately report to the Academic Dean cases of assault suffered by them in connection with their employment.
- C. A report or a continuation of reports as to the disposition of the incident and the action being taken shall be forwarded to the involved faculty member until a final decision is reached.
- D. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XXII - SALARY POLICY

A. 2004–2006 Salary Guide

	<u>Instructor</u>	<u>Asst. II</u>	<u>Asst. I</u>	<u>Assoc. Prof</u>	<u>Full Prof.</u>
Minimum	\$30,000	\$38,000	\$38,000	\$44,000	\$49,000
Maximum	\$48,075	\$56,912	\$65,438	\$75,324	\$86,558

B. 2004–2006 Increases In Base Salary

Notwithstanding the maximum salaries listed above, no bargaining unit member will have his/her salary "capped" during the period of this agreement.

All 2003-04 base wages for employees on the payroll as of July 1, 2004 shall be increased for 2004-05 by a sum equal to four point nine percent (4.9%)

All 2004-05 base wages for employees on the payroll as of July 1, 2005 shall be increased for 2005-06 by a sum equal to four point seven percent (4.7%)

C. *Overloads*

1. 2004-2006 Overload Rates

When a faculty member teaches an overload during the academic year, the summer, or during the Weekend College, the rate of compensation per credit will be:

2004–05	\$750
2005–06	\$770

2. The exception to the foregoing is that faculty in the Secretarial Science, Technology, Science, and Physical Education areas will be paid these rates on a contact-hour basis.

3. All three (3) summer sessions will be paid at the same rate as that of the second five (5) week summer sessions.

D. If a full-time faculty member accepts an appointment to coach a sport, the Association has the right to negotiate the compensation for the coaching of said sport.

E. A faculty member will be compensated in the amount of .133 credit hours of overload pay for each Cooperative Education, Intern or Independent Study student per semester. It is understood that this compensation rate for Cooperative Education, Independent Study and for Interns substitutes for a load or overload class at the prevailing overload rate.

F. Members of the bargaining unit shall have the option of having their base annual salary paid in either twenty-six (26) equal payments or twenty-one (21) equal payments. The College shall make every effort to give payments 19 through 21 to members of the bargaining unit by commencement.

G. Each faculty member teaching an overload during the regular academic year shall have his/her compensation in two (2) or three (3) equal payments. Each faculty member teaching an overload during the summer shall receive one (1) payment at the conclusion of the five (5) week session. Payments shall be made every four (4) weeks for the eight (8) week session.

H. The compensation for administering a "Credit by Examination" shall be .0333 credit hours of overload pay.

I. Reimbursement at the end of each semester for expenses incurred for off-campus teaching shall be paid at the prevailing IRS maximum amount allowable per mile, which is not subject to taxation and parking costs.

J. Compensation for surveillance of dual credit teaching in high school will be .400 credit hours of overload pay per year, per school.

K. Faculty Mentors assigned in accordance with Article XVIII shall be paid .933 credit hours of overload pay per semester.

L. Except as otherwise provided, advisors to student clubs will be paid a stipend equivalent to one (1) credit hour of overload pay each year for their duties. The advisor to Phi Theta Kappa will be paid a stipend equivalent to six (6) credit hours of overload pay annually; the advisor to the Literary Magazine will be paid a stipend equivalent to three (3) hours of overload pay annually; the General Manager for WBBK will be paid a stipend equivalent to eighteen (18) hours of overload pay annually; and the advisor to the Campus Press will be paid a stipend equivalent to eight (8) hours of overload pay annually.

M. Provided it is an approved grant expense, faculty completing Tech Prep activities shall be paid an annual stipend equivalent to four (4) credit hours of overload, based on factors such as numbers of high schools served and time required.

ARTICLE XXIII - FRINGE BENEFITS

A. *Health Care Insurance*

1. The College will pay the premium for health insurance equivalent to the standard AmeriHealth Personal Choice 10 for each bargaining unit member and his/her dependents, except that: (1) dependent children will be covered through the end of the calendar year in which the dependent turns age 23; and (2) effective June 1, 2005, the health insurance co-pay for office visits and any services previously subject to a \$10 or \$15 co-pay shall increase to \$20; and (3) there shall be an unlimited lifetime maximum for out-of-network medical expenses.

For medical expenses incurred outside the AmeriHealth network of providers, employees shall be responsible for \$100 single/\$200 family deductibles, and for 20% of the next \$2000 single/\$6000 family in medical expenses (co-insurance), for a total of \$500 single/\$1200 family out-of-pocket per calendar year. The College will reimburse faculty for out-of-pocket expenses beyond these amounts, provided the employee has applied for and received the maximum benefit available from the insurance company. The maximum reimbursement from the College for such out-of-network out-of-pocket expenses will be \$750 single/\$1100 family per calendar year. "Medical expenses" reimbursable under this paragraph are expenses defined as medical expenses appropriate for coverage under AmeriHealth Personal Choice 10 plan. "Balance billing" by a provider for charges beyond the "usual and customary charges" allowed by AmeriHealth are not reimbursable under this paragraph.

2. The College will pay the entire premium for a dental insurance plan for unit members and their eligible dependents. The maximum annual benefit shall be \$1,500 for such plan.
3. The College will pay the entire premium for a prescription insurance equivalent to the Bollinger non-formulary prescription plan for unit members and their eligible dependents. Such plan's co-pay will not exceed \$20 for name brand prescription drugs, \$10 for generic prescription drugs and \$0 for mail order prescription drugs.
4. The College will pay the entire premium for a limited disability plan equal to the plan for the Association of Administrative Personnel.
5. To maintain these insurance coverage(s) for themselves and their eligible dependents during an approved unpaid leave of absence, a unit member may elect to pay the premium(s).
6. For the eligible dependent(s) of a unit member who dies, the College will pay the premium for these insurance plans for twelve months after the unit member's death. As soon as possible after the death of such unit member, the College will provide his/her survivors with all pertinent information related to insurance, retirement, and other benefits.
7. The College will pay one thousand dollars (\$1,000) per plan year to a unit member who elects to waive all health insurance for themselves and their dependents if such unit member shows proof of alternate coverage. The College will pay one thousand

three hundred dollars (\$1,300) per plan year to a unit member who elects to waive all health insurance, dental insurance, and prescription insurance coverage if such unit member shows proof of alternative coverage.

The College will pay six hundred (\$600) to a unit member who elects to waive all dependent health insurance coverage if such unit member shows proof of alternative coverage. The College will pay eight hundred dollars (\$800) to a unit member who elects to waive dependent health insurance, dental insurance, and prescription insurance coverage if such unit member shows proof of alternative coverage.

These payments will be made in the first paycheck of September for a full year without the insurance coverage (if eligible for a full year) or the unit member may select a semi-annual payment on the first paychecks in September and January. If the unit member drops the insurance after the beginning of the plan year, or subsequently re-enrolls during a plan year due to a triggering event, the payment will be prorated.

8. Effective January 1, 2005, the College will create a Section 125 Medical Savings Account for each faculty member. The College will contribute \$50 to each account, each calendar year. Faculty members may, at their option, make additional contributions.

B. Admission To Courses

Dependents (including spouse, domestic partner, children, domestic partner's children, and legally adopted children) who meet the College's academic standards and who receive the approval of the Dean of Academic Affairs shall be permitted to enroll on a tuition free basis at the College, including a waiver of all general service fees.

Dependent children of full-time faculty members and dependent children of a faculty member's domestic partner or tenured faculty members who have died while employed by the College shall be permitted to enroll, on a tuition-free basis, at the College for a maximum of three (3) years if they meet the academic standards requirements.

C. Educational Improvement And Professional Development

1. Upon successful completion ("C" or better) of a course, Association members may be reimbursed for tuition and fees up to an amount per credit that does not exceed the prevailing rate per credit at Rutgers University for in-state students, or at fifty percent (50%) of the existing rate of the institution the Association member is attending, whichever is the greater amount. The employee can be reimbursed for a maximum of fifteen (15) credits of its equivalent during the period between July 1 and June 30, each year. There will be a different reimbursement rate for undergraduate course(s) than for graduate course(s) in accordance with the respective tuition rates at Rutgers University.

Reimbursement provisions will also be applicable to workshops and seminars.

2. In order to receive reimbursement for a course, prior approval must be secured from the College President or his/her designee. The course(s) must be in an approved program or be related to the individual's work function at the College. Payment will

be made on exhibition of receipt of payment for the course(s) and the official final grade(s).

D. Domestic Partner Benefits

1. The College will provide health, dental, and prescription insurance for a faculty member's domestic partner and their children provided there is no legal impediment to doing so. If there is a legal impediment to such insurance benefits, the benefits shall be effective when the legal impediment is removed.
2. A domestic partnership is a relationship of two persons of the same sex that has been registered and recognized by the State of New Jersey. If the faculty member and his/her domestic partner do not reside in New Jersey, their domestic partnership must meet all of the following criteria:
 - A. Provide evidence that they are registered as domestic partners if they reside in another state or locality which allows for the registration of domestic partnerships;
 - B. Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
 1. A joint deed, mortgage agreement or lease;
 2. A joint bank account;
 3. Designation of one of the persons as a primary beneficiary in the other person's will;
 4. Designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
 5. Joint ownership of a motor vehicle.
 6. Have a common residence means that two persons share the same place to live regardless of whether or not: the legal right to possess the place is in both of their names; one or both persons have additional places to live; or one person temporarily leaves the shared place of residence to reside elsewhere, on either a short-term or long-term basis, for reasons that include, but are not limited to, medical care, incarceration, education, a sabbatical or employment, but intends to return to the shared place of residence.
 - C. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership ("Jointly responsible" means that each domestic partner agrees to provide for the other partner's basic living expenses if the other partner is unable to provide for himself. "Basic living expenses" means the cost of basic food and shelter, and any other cost, including, but not limited to, the cost of health care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner);
 - D. Neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;

- E. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
 - F. Both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law;
 - G. Both persons have chosen to share each other's lives in a committed relationship of mutual caring;
 - H. Both persons are at least 18 years of age;
 - I. Both persons file jointly an affidavit with the Human Resources office that sets forth each party's name and age, the parties' common mailing address, and a statement that, at the time the affidavit is signed; both parties meet the requirements of this contract provision.
 - J. Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of with the Human Resources office, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership in New Jersey, the domestic partnership shall have been terminated in accordance with the provisions of section 10 of P.L.2003, c.246 (C.26:8A-10).
3. Dependent children in a domestic partnership household are eligible for identified benefits, equivalent to the benefits provided to dependent children of married employees, if the dependent child meets all of the following criteria:
- A. Unmarried;
 - B. Received more than 50% of their support from the domestic partnership;
 - C. Live in the household as their principal place of residence, unless they live at school or elsewhere as the result of a divorce or legal separation;
 - D. Not employed on a full-time basis, except on college vacations; and
 - E. Under age 19, or under age 23 and a full-time student.

ARTICLE XXIV - LEAVES OF ABSENCE

A. *Paid Leaves Of Absence*

1. Sick Leave

- a. Faculty members may on occasion be unavoidably absent because of personal illness or illness in the faculty member's household. A faculty member who finds it necessary to be absent because of illness should communicate with his/her immediate supervisor as soon as possible.
- b. Faculty members on ten (10) month contracts shall receive ten (10) days sick leave each academic year. Unused sick leave is accumulated for all faculty members.
- c. The College President or the Director of Human Resources and Labor Relations will inform each faculty member on or before September 15 of each year as to the number of sick days accumulated to his/her credit on that date.
- d. In case of serious illness of a member of the faculty member's household, the determination of the eligibility of the faculty member for leave with pay other than sick leave shall be left to the discretion of the College President.

2. Bereavement

Leave not to exceed five (5) days will be allowed for each death among the following family members: father, mother, siblings, wife, husband, children, step-children and grandchildren, and non-family members of the immediate household. In the event of the death of a member of the family other than those previously listed, a faculty member may be entitled to one full day to attend the funeral.

3. Personal Leave

Each year employees in the bargaining unit are eligible for three (3) days of personal leave for matters which cannot otherwise be cared for. Faculty members who may desire to utilize additional days/time in excess of the three (3) personal days for religious and other purposes will receive reasonable accommodation from the College. Unused personal leave time shall be added to accumulated sick leave. Faculty members requiring personal leave time shall make every effort to give a week's notice to the immediate supervisor and the College President.

4. Professional Development

Up to five (5) days of each academic year may be made available for each faculty member to attend professional meetings. Individual expenses incurred by such attendance are to be reimbursed by the Board. The College President shall have the sole right of determination of the suitability of such attendance and reimbursement.

Subject to the final approval by the Academic Dean:

- a. Faculty will be permitted to attend at least one professional meeting annually.
- b. The College will pay the annual membership fees for one professional society when requested by a faculty member.

B. *Unpaid Leaves Of Absence*

1. Advanced Study, Exchange Teaching And Service In Professional Organizations

An unpaid leave of absence may be granted by the Board to any faculty member upon application for the purposes of advanced study, exchange teaching and service in Professional Organizations as follows:

- a. Advanced Study: Up to two (2) years for advanced study if in the opinion of the Board such study shall benefit the College as well as the individual.
- b. Exchange Teaching: For one (1) year to participate in exchange teaching programs in other states, territories or countries, or cultural program related to his/her professional responsibilities.
- c. Officer of Professional Organization: Up to one (1) year to serve as an officer of any professional association or its staff.

The Board may extend the above leaves. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule on which he/she would have been had he/she taught in the College during such period.

2. Child Rearing Leave

A faculty member with a child or a faculty member with a domestic partner's child under sixty (60) days of age may apply for and will be granted unpaid child rearing leave until the beginning of the next semester provided:

- a. Application is made at least thirty (30) calendar days prior to commencement of the leave.
- b. If the faculty member desires subsequent contiguous one or two semester of such unpaid leave, then the request(s) will also be made in writing no later than November 1 prior to a spring Semester and no later than July 1 for a Fall Semester.
- c. The time limits above will only be waived if an emergency medical condition exists with the child and such condition must be medically certified.
- d. Upon written request the Board at its sole discretion may extend this leave for additional semesters.
- e. At return the increased salary shall be appropriate.

3. Other Leaves

Any faculty member may apply for a leave of absence without pay. Application should be filed with the College President, who will transmit the application with his/her recommendation to the Board.

Additionally, the College will comply with the provisions of the Family Leave Act, which addresses leaves of absence for the birth or adoption of a child or serious health condition of a family member.

ARTICLE XXV – RETIREMENT

A. *Payment For Accumulated Sick Leave*

After twenty (20) years of service and the termination of employment in good standing, or upon retirement from the service of Camden County College as confirmed by the New Jersey Public Employee Retirement Systems, the Alternate Benefit Plan, or the New Jersey Teacher's Pension and Annuity Fund, an Association member shall receive a lump sum payment equal to \$80.00 per day for not more than fifty percent (50%) of unused accumulated sick leave with the provision that:

1. The Association member has been employed continuously by the College (including periods of approved leaves of absence) for a period of fifteen (15) complete years or more, and
2. The Association member has formally notified the College of an intent to retire by November 1st of the year prior to the fiscal year in which retirement will take place. A later notice will be considered by the Board; however, the College may elect to defer payment for one year to allow for budgeting.

Exceptions to the period of employment notification timeliness described above will be granted in cases only of unforeseen disability retirement from the College.

The College has the authority and discretion to negotiate separation packages with individual faculty members which supplement the terms of the negotiated agreement.

B. *SRA Contributions*

Faculty members will be able to select other accounts for their Supplemental Retirement Annuity contributions, subject to the ability of the payroll processing agent.

ARTICLE XXVI - COLLEGE GOVERNANCE

A. *College Governance*

Provisions of this article are subject to the sole approval of the Administration. Understanding, based on community of interest, and producing joint effort, is essential. A College in which all the components are aware of their interdependence, of the usefulness of communication among themselves, and of the force of joint action will enjoy increased capacity to solve its educational problems.

B. *The Academic Institution: Joint Effort*

1. Preliminary Considerations:

The variety and complexity of tasks performed by institutions of higher education produce an inescapable interdependence among the institutions' component parts namely, the Governing Board, Administration, Faculty and Students. The relationship calls for adequate communication among these components, and full opportunity for appropriate joint planning.

The variety of approaches may be wide. Therefore, at least two general conclusions regarding joint effort seem clearly warranted: (a) important areas of action involve at one time or another the initiating capacity and decision-making participation of all the institutional components, and (b) differences in the weight of each voice should be determined by the particular matter at hand.

2. Determination of General Educational Policy

The general educational policy, i.e., the objectives of an institution and the nature, range, and pace of its efforts, is shaped by (1) the institutional charter or law, (2) tradition and historical development, (3) the present needs of the community of the institution and (4) the professional standards of those directly involved in its work.

- a. The interest of the Board, Faculty, Administration, and Students are coordinate and related, and unilateral effort can lead to confusion or conflict and should be avoided where possible. Essential to a solution is a reasonable, explicit statement on general educational policy. Operating responsibility and authority and procedures for continuing review, should be clearly defined in official relations.
- b. When an educational goal has been established, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction. The Board of Trustees of a county college, have powers specifically stated in the law of the State of New Jersey and all of those powers are acknowledged.
- c. Such matters as major changes in the size or composition of the student body and relative emphasis to be given to the various elements of the educational and research program should involve participation of the governing board, administration, and faculty prior to final decision.

3. Internal Operations of the Institution

The framing and execution of long-range plans, one of the most important aspects of institutional responsibility, should be central and continuing concern in the academic community.

a. Communications:

The channels of communications should be established and maintained by joint endeavor of the four components. Distinction should be observed between the institutional system of communication and the system of responsibility for the making of decisions.

The means of communication among the faculty, administration, students and governing board now in use are: (1) circulation of memoranda and reports by faculty committees, (2) ad hoc committees, (3) standing liaison committees, and (4) membership of faculty members on administrative bodies. Additionally, memoranda and reports shall be provided by committees of discipline chairpersons with their approval. Whatever the channels of communication, they should be clearly understood and observed. The representatives of the Association may attend meetings of the Board of Trustees and shall enjoy the privilege of being recognized to speak and ask questions during these meetings.

b. Buildings:

The Board, President and Faculty should all seek agreement on basic decisions regarding buildings and other facilities to be used in the educational work of the institution.

c. Budgeting:

The allocation of resources among competing demands is central in the formal responsibility of the governing Board, in the administrative authority of the President, and in the educational function of the Faculty. These three components should therefore have a voice in the determination of short and long-range priorities. The function of each of these three components in budgetary matters should be understood by all.

d. The College President:

Joint effort of a most critical kind must be taken when an institution chooses a new President. The selection of a chief administrative officer should follow upon cooperative search by the governing Board and the Faculty, taking into consideration the opinions of others who are appropriately interested. The President should be equally qualified to serve both as the executive officer of the governing Board and as the chief academic officer of the institution and the Faculty. His/her dual role requires that he/she be able to interpret to Board and Faculty the educational views and concepts of institutional government of the other. He/she should have the confidence of the Board and of the Faculty.

e. Administrative Officers:

When a vacancy shall occur in any administrative office of the College, the Association may recommend one or more individuals with the necessary

qualifications to the College President for consideration for appointment to that position.

4. External Relations of the Institution

- a. Only the Board speaks legally for the whole institution, although it may delegate responsibility to an agent.
- b. The right of a faculty member to speak on general educational questions or about the administration and operation of his/her own institution is part of his/her right as a citizen and should not be abridged by the institution.

C. The Academic Institution: The Governing Board

1. The Governing Board has a special obligation to assure that the history of the college shall serve as a prelude and inspiration to the future. The Board helps relate the institution to its chief community; e.g. the community college to serve the educational needs of a defined population area or group, and to accept the appropriate new challenges which are its concern.
2. Since the membership of the board may embrace both the individual and collective competence of recognized weight, its advice or help may be sought through established channels by other components of the academic community. The governing board of an institution of higher education, while maintaining a general overview, entrusts the conduct of administration to the administrative officers, the President and the Deans, and the conduct of teaching and research to the Faculty.
3. One of the Governing Board's important tasks is to ensure the publication of codified statements that define the overall policies and procedures of the institution under its jurisdiction.
4. The Board plays a central role in relating the likely needs of the future to predictable resources: it is responsible for obtaining needed capital operating funds; and in the broadest sense of the term should pay attention to personnel policy. In order to fulfill these duties, the Board should be aided by and may insist upon, the development of long-range planning by the administration and Faculty.
5. When ignorance or ill-will threatens the institution or any part of it, the Governing Board must be available for support. In grave crisis it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the President, the Faculty, or the student body, the Board should make clear that the protection it offers to an individual or group is, in fact, a fundamental defense of the vested interests of society in the educational institution.

D. The Academic Institution: The President

1. The President, as the chief executive officer of an institution of higher education, is measured largely by his/her capacity for institutional leadership. He/she shares responsibility for the definition and attainment of goals, for administrative action, and for operating the communications system which links the components of the academic community. He/she represents his/her institution to its many publics.

- His/her leadership role is supported by delegated authority from the Board and Faculty.
2. As the chief planning officer of an institution, the President has a special obligation to innovate and initiate. The degree to which a President can envision new horizons for his/her institution, and can persuade others to see them and to work toward them, will often constitute the chief measure of his/her administration.
 3. It is the duty of the President to see to it that the standards and procedures in operational use within the college conform to the policy established by the governing Board and to the standards of sound academic practice. It is also incumbent on the President to insure that Faculty views, including dissenting views, are presented to the Board in those areas and on those issues where responsibilities are shared.
 4. The President is largely responsible for the maintenance of existing institutional resources and the creation of new resources; he/she has ultimate managerial responsibility for a large area of non-academic activities, he/she is responsible for public understanding, and by the nature of his/her office is the chief spokesman of his/her institution. In these and other areas his/her work is to plan, to organize, to direct, and to represent. The presidential function should receive the general support of the Board and of the Faculty.

E. The Academic Institution: The Faculty

1. The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process subject to the powers of the Board of Trustees, the Commission on Higher Education, and the Board of Higher Education as specifically stated in the law of the State of New Jersey.
 - a. College Committee recommendations shall be brought before the General Faculty for discussion and approval or rejection. The General Faculty shall be defined as all full-time faculty members holding academic rank, all full-time Program Coordinators, all full-time Teaching Specialists, Clinical Coordinator of Dietetic Program, Program Development Specialist, Coordinator of Academic Foundations, Director of College Skills Center, Assistant Registrar, Counselors, Librarians, Deans, Associate Deans, Assistant Deans, Registrar, Director of Admissions, Placement and Transfer Director, Director of Financial Aid, Director of E.O.F., Information Specialist, Director of Project Trio, Assistant to the President, Research and Development, Veteran's Coordinator, Evening-Weekend Administrator, and the President of the College.
 - b. Voting procedures shall be by secret ballot at the place of meeting and shall be counted by the Association's Elections Committee immediately following the meeting at which the vote by Faculty members holding academic rank was taken. The President of the College shall name one representative to said Committee for the purpose of counting votes taken at a General Faculty meeting. The College President shall then act upon the recommendations of the Faculty. All items voted on by the General Faculty will be placed on the agenda of the next General Faculty Meeting with the President's decision. In the case of an adverse decision

the College President shall discuss the reasons for his/her decision with the General Faculty prior to the implementation of said decision.

- c. When a committee decision is reversed by the administration, the administration shall notify the committee in writing of the decision, including reasons for said decision.
2. No later than September 30 of the new academic year, the Association President and the College President shall appoint jointly the Faculty and administrative members to serve on each of the college committees. Student members of the committees are to be named by the Student Government Association Senate no later than October 15th of the new academic year.
3. The Faculty sets the requirements for the degrees offered in a curriculum or program and determines when the requirements have been met, and authorizes the President and the Board to grant the degrees thus achieved.
4. Faculty status and related matters are shared responsibility. The Faculty in each academic department shall annually elect three of its tenured members to serve as a committee which shall share equal responsibility with departmental chairpersons who shall be a member of it, and with the President or his/her designee, in the interviewing and selection of new faculty in that academic department.
 - a. At least one of three members shall be present for any interview for selection of new Faculty and the results shall be reported to other committee members by the departmental chairpersons.
 - b. Committee members shall be tenured faculty. Any department not having at least three tenured members will ask non-tenured faculty members in that department to be on the committee.
5. The responsibility of the Faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable judgments. Likewise, there is the more general competence of experienced faculty having a broader charge.

F. The Academic Institution: The Students

1. When students in the college desire to participate responsibly in the government of the institution they attend, their wish should be recognized as a claim to opportunity both for the educational experience and for involvement in the affairs of their college.
2. Students expect, and have the right to expect, that the educational process will be structured, that they will be stimulated by it to become independent citizens, and that they will have effectively transmitted to them the cultural heritage of the large society.

3. If institutional support is to have its fullest possible meaning, it should incorporate the strength, freshness of view and idealism of the student body.

ARTICLE XXVII - NEGOTIATIONS PROCEDURE

A. *Timeline*

The parties agree to enter into collective bargaining no later than February 1, ~~2004~~ 2006, over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, New Jersey Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning salaries, rules affecting working conditions, terms and conditions of employment, and grievance procedures at Camden County College. Any agreement so negotiated shall apply to all the members of the full-time faculty, be reduced to writing, be adopted by the Association and the Board, and be signed by the Board's and the Association's representatives.

B. *Procedure*

1. During the collective bargaining, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
3. Either party will have the right to caucus at any time.
4. When in the view of either party, an impasse has been reached on any issue, that party may appeal to the New Jersey Public Employment Relations Commission (PERC) for the services of a mediator in accordance with Chapter 12 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.
5. The parties shall undertake to cooperate in arranging meetings at mutually convenient times and places, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. *Ratification*

This statement shall not be effective and/or binding on the parties unless ratified by the Board and the Association. If this agreement is not ratified within thirty (30) days from the execution thereof, the parties agree to immediately request mediation under Chapter 303, Public Laws of 1968, as amended by Chapter 123 New Jersey Public Laws of 1974, and to follow Negotiations Procedures specified in the most recent ratified Agreement between the Board and the Association.

ARTICLE XXVIII - APPLICATION OF PROVISIONS OF THIS AGREEMENT

A. In the event that any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be held contrary to law by a court of last resort of New Jersey or the United States, or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. 1. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

2. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before established (Chapter 303, Public Laws of 1960, as amended by Chapter 123 New Jersey Public Laws of 1974).

3. Copies of this Agreement shall be printed or reproduced by the Board and distributed to all faculty now employed or hereafter employed by the Board for the duration of this Agreement.

4. This Agreement shall be subject to ratification by the members of the Association and the members of the Board.

C. The Association and representatives of the Administration may establish monthly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as means of fostering good employer-employee relations.

D. The rules, regulations, practices, and statements of policy of the College shall not be in conflict with the terms of this Agreement.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2006. If by that time a successor agreement is not agreed to, this Agreement shall remain in effect.

MEMORANDUM OF UNDERSTANDING
between
THE CAMDEN COUNTY COLLEGE FACULTY ASSOCIATION
and
THE CAMDEN COUNTY COLLEGE BOARD OF TRUSTEES

This memorandum details any and all agreements between the parties regarding implementation of this contract.

1. The parties acknowledge that the College governance system described in Article XXVI has been replaced with another system that utilizes a Faculty Assembly. Therefore, this Article shall have no further force or effect.
2. The parties acknowledge that the membership of the calendar committee referenced in Article X, paragraph B has different membership as defined in the new governance process.
3. Within the context and class size limitations of Article IX, the stipend for additional students in on-line courses described in Article VIII, paragraph F18 will be limited to nine additional students. If the 10th day enrollment in an on-line section exceeds 29 students, new class section(s) will be added and the enrollment will be generally evenly distributed between the new and old class section(s). The following examples illustrate the proper division of enrollment between class sections.
 - If the 10th day enrollment of an on-line course is 29 students, it will be offered as one section with the faculty member receiving the stipend for nine additional students.
 - If the 10th day enrollment of an on-line course is 30 students, it will be offered as two sections.
 - If the 10th day enrollment of an on-line course is 49 students, it will be offered as two sections with the students generally evenly distributed between the two sections and the faculty members receiving the appropriate stipend for the additional students.
 - If the 10th day enrollment of an on-line course is 50 students, it will be offered as three sections.

**CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES**

Kevin G. Halpern, Chair

Sandee G. Vogelson, Vice Chair

Hazel T. Nimmo, Secretary

Louis F. Cappelli, Sr., Treasurer

**CAMDEN COUNTY COLLEGE
PRESIDENT**

Dr. Phyllis Della Vecchia

Date Signed

**CAMDEN COUNTY COLLEGE
FACULTY ASSOCIATION
NEGOTIATING TEAM**

Dorothy Brown

Nicholas DiCicco

Betty Joynes

Domenic Priolo

Robert Smith

William Wilhelm

Date Signed