

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE
AND
THE OCEAN COUNTY COLLEGE
ADJUNCT FACULTY ASSOCIATION, INC.
PERIOD OF AGREEMENT
SEPTEMBER 1, 2014
THROUGH
AUGUST 31, 2019

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**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE
AND
THE OCEAN COUNTY COLLEGE ADJUNCT FACULTY
ASSOCIATION, Inc.**

This agreement is by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Ocean County College Adjunct Faculty Association, Inc., hereinafter called the Association.

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Association as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all Adjunct Faculty members who commenced employment for at least their second semester during a given academic year, and who apply to be rehired to teach at least one semester during the next succeeding academic year, excluding all other employees, craft employees, nonprofessional employees, security personnel, managerial executives, confidential employees, supervisors, and OCC retirees within the meaning of the Act.

A. Unit Definition

1. The Board hereby recognizes the Association as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by the College who begin teaching credit courses for at least their second consecutive semester within the past academic year at the College. Members may not exceed a teaching load of fourteen credits in one semester nor twenty-nine credits during the academic year.
2. Fall and Spring semesters only are considered when applying the definition in Article I, Section A, paragraph 1, above.
3. Courses within the Fall and Spring semesters shall count when applying this definition.
4. "Semester" as used hereafter means the Fall and Spring Semesters of the academic year. The Fall Semester is defined as the Fall full term or the Fall Quick Term. The Spring Semester is defined as the Spring full term or the Spring Quick Term. The academic year shall not include more than two semesters.

5. "College" as used hereafter means Ocean County College.
6. "Teaching" as used herein means teaching credit courses for the College.
7. "Bargaining Unit" as used hereafter means all adjunct teaching faculty members represented by the Association.
8. "Bargaining Unit Member" as used hereafter means all persons who are employed by the College as adjunct faculty members and who are also eligible for membership in this Association as defined in this contract and as defined in this unit definition. Excluded members are identified in Section B of this article.

B. Unit Exclusion

1. The following employees are specifically excluded from this Association: Ocean County College executive, administrative, managerial, technical, supervisory, clerical and support employees, full-time faculty, lecturers, security personnel, maintenance employees, and all retirees who have retired from employment at Ocean County College.
2. Actively employed for the purpose of determining eligibility for benefits is determined on an annual fiscal year basis. Actively employed is defined as adjuncts who have taught at least one course in the Fall or Spring semester during the current fiscal year or the last Spring semester that immediately preceded the current fiscal year.
3. Bargaining unit members who experience a break in service for three or fewer consecutive semesters will not be required to satisfy the two-semester requirement in Section A above.

ARTICLE II
NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, and successor laws in a good faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of Ocean County College adjunct faculty.
- B. Any agreement negotiated will be reduced to writing and presented to the Board and the Association for approval. No individual agreements will be negotiated with any adjunct faculty member or with any adjunct faculty organization other than the Association for the duration of this Agreement.
- C. The leadership of the Association agrees to work with the representatives of the Board in future negotiations and in resolving any issue arising from this Agreement with collegiality and civility.

- D. Neither party in any negotiations will have any control over the selection of the negotiating representatives of the other party. Neither party will have more than seven persons in attendance at any negotiation session. The parties mutually agree that their representatives will have the necessary power and authority to make proposals and counterproposals in the course of negotiations, subject, however, to approval by the Board and the Association.
- E. This Agreement may be amended upon mutual consent. Such amendments will be put in writing and take effect when adopted by the Board and the Association. The parties declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this Agreement. Meetings agreed upon to discuss issues related to amending this Agreement will not be used to circumvent the grievance procedure.
- F. The Board and the Association will deliver to each other their original proposals for subsequent agreements no later than November 1, 2018.
- G. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than June 30, 2019.
- H. Details under discussion and agreements tentatively reached will be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements will be released for publication.

ARTICLE III
ACCESS TO FACILITIES, EQUIPMENT, PERSONNEL FILES,
PUBLICATIONS

- A. Representatives of the Association can transact official Association business on College property at times and places to be determined in accordance with prevailing College policy, procedures, and regulations. The Association and its representatives will have access to appropriate College facilities for meetings at no charge, arranged through existing scheduling procedures of the College.
- B. The Association will have access to facilities and office equipment (such as computers, fax machines, and copiers) when such equipment is not in use for College operations. The Association is responsible for providing its own supplies used in the transaction of Association business.
- C. The Association will have use of non-restricted College bulletin boards, interoffice mail distribution, mailboxes, and electronic mail to communicate with adjunct faculty members.
- D. Adjunct faculty members will be permitted to review their official personnel files located in Human Resources. Adjunct faculty members may obtain one copy of materials in their official personnel file upon request, except for letters of reference

and other documents protected by law. An Association representative may accompany adjunct faculty members when they view their official personnel files. A College representative will be present whenever adjunct faculty members review their individual files. A bargaining unit member may submit comments in writing to any material present in their official file and his/her statement will be attached to the file copy.

- E. Newly hired adjunct faculty members will receive a current labor Agreement from Human Resources, following Board approval of their employment.
- F. Adjunct listings in the College catalog will include name, title, discipline, degrees, and a reasonable listing of licenses/certifications relevant to the teaching discipline. Adjuncts will provide Human Resources with appropriate changes. All information included in the listings is subject to the approval of the Vice President of Academic Affairs or designee.
- G. The College shall provide appropriate office space suitably equipped for adjunct faculty.
- H. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, 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 will continue in full force and effect.

ARTICLE IV DEDUCTIONS FOR PROFESSIONAL DUES

- A. The Association will provide the College with the authorized amount of the appropriate membership fees to be deducted from an adjunct faculty member's paycheck. The Association will indemnify the College for any liability or damages incurred by the Board as a result of implementing payroll deductions in accordance with statute from claims arising from unit members employed by the Board.
- B. Association dues will be payable to the Association and forwarded to the authorized Association designee, according to State law. The deducted fees will be paid to the Association within two weeks of receipt by OCC.

ARTICLE V ACADEMIC FREEDOM AND CODE OF ETHICS

The Association and the Board subscribe to the statement of Academic Freedom (Appendix A) and the Code of Ethics (Appendix B).

**ARTICLE VI
PARKING**

The Board will provide adequate parking facilities for adjunct faculty members at no charge. The Board will determine and provide the parking identification system for adjunct faculty members.

**ARTICLE VII
COLLEGE BOOKSTORE**

Actively employed adjunct faculty members will be granted the standard discount available to other employees on all purchases in the College Bookstore.

**ARTICLE VIII
CONTRACTS AND DISMISSALS**

Employment and dismissal of adjunct faculty follow the College's established policies and related procedures.

The College's progressive discipline policy is followed when addressing alleged breaches of discipline that may result in dismissal. In the event an adjunct faculty member is dismissed, the College provides a copy of the notification of dismissal to the Association.

**ARTICLE IX
GENERAL UNDERSTANDING**

- A. It is hereby understood and agreed that adjunct faculty members who are actively employed will:
1. Hold classes for all scheduled times including the last scheduled class;
 2. Adhere to the course syllabi and submit a departmentally approved course syllabus and course outline to the Office of the Dean seven calendar days prior to the start of class;
 3. Be invited to attend department meetings;
 4. Be invited to serve on search committees as determined by the School Dean or Vice President of Academic Affairs or both at their discretion;
 5. Be invited to make recommendations to the School Dean regarding the selection of textbooks or other required texts relative to the adjunct faculty member's appropriate academic discipline and teaching assignment;
 6. Keep the School Dean and Human Resources informed of the adjunct's current

address and phone number;

7. Notify the School Dean in advance of all absences. In cases of an emergency, absences will be reported as soon as possible. All adjunct faculty member absences must be reported timely and in accordance with College Policy;
 8. Be available to students during the week following the posting of final grades as mutually determined by the School Dean and the adjunct faculty member.
 9. An adjunct faculty member may request an authorized leave of absence with or without pay. An adjunct absent from work is required to have prepared a work assignment for his/her students to perform during the adjunct faculty member's absence.
 10. Submit final grades no later than 48 hours after the conclusion of their last day of class. If the deadline falls on an adjunct's Sabbath, the deadline will be at 8:00 AM on the following Monday;
 11. Participate in student learning outcomes assessment related to the adjunct's teaching assignment as directed by the School Dean.
- B. The Vice President of Academic Affairs will develop and implement performance evaluations for all adjunct faculty.
- C. An adjunct faculty member is to be given his/her tentative teaching schedules for the Fall Semester on or before June 1; for the Spring Semester, on or before December 1; and for the Summer Sessions, on or before May 5. Teaching assignments are subject to enrollment. An adjunct who has been given a teaching schedule but for whom classroom enrollment is inadequate shall have no entitlement to salary, benefits, or any other rights or privileges

ARTICLE X MANAGERIAL RIGHTS

Any rights or privileges not expressly given to employees or the Association in this Agreement are hereby expressly reserved by the College as a management prerogative.

ARTICLE XI PROMOTION CRITERIA AND DEADLINES

- A. Eligibility
1. Adjunct faculty members initially appointed on the Adjunct Assistant Professor Level are eligible to apply for promotion to the Adjunct Associate Professor Level after teaching eight (8) semesters within consecutive academic years.
- B. A new system of evaluation for promotion of adjuncts shall be established and

memorialized in a Memorandum of Understanding between the Ocean County College Board of Trustees and the Ocean County College Adjunct Faculty Association.

C. Distance Learning Adjunct Promotion Process.

1. The College retains the right to promote, at its discretion, Adjunct Assistant Professor Faculty to Adjunct Associate Professor Faculty who teach solely distance learning.

D. Promotion Process:

1. Before April 1, the faculty member meets with School Dean after successfully teaching eight (8) semesters within consecutive academic years to discuss the four criteria of excellence for promotion. At this meeting, the Dean will provide a list of all documents to be completed
2. Prior to April 15, the Dean will notify any applicant who is not being recommended.
3. By April 15, the School Dean recommends faculty to the Vice President of Academic Affairs for promotion.
 - a. By April 30, the Vice President recommends promotions to President.
 - b. By the May Board of Trustees Meeting, President recommends all promotions to Board of Trustees.

**ARTICLE XII
Compensation**

A. There will be three ranks: Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor.

B. All current adjuncts with the rank of Adjunct II will comprise the new rank of Adjunct Assistant Professor

C. All current adjuncts with the rank of Adjunct I will comprise the new rank of Adjunct Associate Professor.

D. Compensation levels per credit hour:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Asst. Professor	750	765	780	795	810
Assoc. Professor	870	885	895	920	935
Full Professor	900	1000	1100	1200	1300

E. The College at its discretion has the right to hire new adjunct faculty members into any of the three ranks listed in Section A above.

F. Management retains its right to determine eligibility for promotion. Individuals awarded the rank of Adjunct Professor are to maintain a level of performance that is satisfactory and deserving of this rank. This award is reviewed annually.

All Adjuncts whose performance is not characterized as satisfactory and deserving of his/her rank at Management discretion may be removed from the rank. The removal from rank may mean returning to a former rank with appropriate adjustment in pay, or dismissal from the College.

G. Ocean County College reserves the management prerogative to pay adjunct faculty above the standard adjunct faculty rates. The payment of any adjunct faculty member above the standard will not entitle any other adjunct faculty employee to comparable pay. The Association and the College agree that such non-standard pay decisions will be made at the sole discretion of management and are not subject to the grievance procedure.

H. The College at its discretion may authorize leave with pay for an adjunct faculty member who is absent from work. The adjunct faculty member submits her/his request to the Dean of Adjunct Faculty and states the reason for the request. The Dean of Adjunct Faculty makes a recommendation to the Vice President of Academic Affairs. The Vice President of Academic Affairs (or designee) either grants or denies the leave request. The decision of the Vice President of Academic Affairs may be appealed to the President (or designee). The appeal is made in writing. The President (or designee) reviews the request, any other pertinent information, and meets with the requestor. The decision of the President (or designee) is final and not subject to appeal or grievance. A written request for an authorized leave normally is made two weeks in advance of the expected date of absence. In cases of an emergency, an adjunct may submit his/her request to the Dean of Adjunct Faculty within five (5) calendar days after the initial date of absence. A request not submitted within the five (5) calendar days period is deemed untimely and is denied.

I. e-Learning Program Teaching and Compensation for Credit Courses:

1. The College will offer its internet-based, fully online credit and non-credit courses through its School of e-Learning, once established by the College.
2. Qualifications: Adjunct faculty wishing to qualify for School of e-Learning adjunct faculty member status will be required to meet the minimum requirements specified in the College's online teaching standards policy.
3. Compensation for the e-Learning credit courses is based upon the actual number of students enrolled on the thirtieth (30th) day following the first day of the

semester. The Compensation Chart below identifies the number of students and the appropriate rate per course. Sections with less than 9 students may run with the mutual consent of the Instructor, Dean of the e-Learning Faculty, and Executive Vice President, Instruction. The initial pay periods will be based upon the credit value of the course. All adjustments to the adjunct's compensation will be completed within two weeks following the thirtieth (30th) day.

4. Limitations: Faculty teaching in the e-Learning Program will follow e-Learning College Policy #7125, Guidelines and Standards for Developing and Teaching Online and Hybrid Courses, and other relevant policies, procedures, and requirements. The Executive Director of e-Learning and the Executive Vice President, Instruction shall designate the maximum number of sections that shall be assigned to each adjunct faculty member who will be compensated under the provisions of section G, 5, below.

5. Compensation Chart

e-College FY 14-19

1-9 Students	\$1500
10-25-Students	\$2500
26-49-Students	\$2500 and \$100/student over 25
50 and above	\$4900 and \$75/student over 49

E-College Highly Qualified Instructors FY 14-19

10-25 Students	\$2750
26-49 Students	\$2750 and \$125/student over 25
50 and above	\$5750 and \$100/student over 49

J. Terms and conditions for an adjunct to serve as an OCC Master Course Development Team Member

1. The adjunct may be invited to serve as a member of a development team selected by the College to develop Master Courses.
2. The adjunct shall be compensated at the rate of two (2) credit hours for this work.
3. The adjunct shall be released from her/his obligations as a team member when the College accepts the completed course after testing.
4. The adjunct shall have the option to teach the completed course as part of the testing phase.

K. Terms and conditions for an adjunct to serve as an OCC Master Course Content Reviewer

1. The adjunct may be invited to serve as a course content reviewer of an existing Master Course or a commercially purchased course.

2. The adjunct will be compensated at the rate of one (1) credit hour for this work.
3. The adjunct will be released from her/his obligations as a reviewer when the college accepts the completed course after testing.
4. The adjunct shall have the option to teach the completed course as part of the testing phase.

L. Stipend for Individual Music Lessons

In Applied Music courses, qualified adjunct faculty will be compensated at the rate of \$25.00 per one-half hour lesson per week for fifteen weeks. The maximum permitted number of half-hour lessons will be fifteen per course each semester. The courses utilized to deliver these lessons will not be applied to the total teaching load of the adjunct faculty member. If all fifteen lessons are delivered, the semester compensation will be \$375 per course. The School Dean will be responsible for submitting to Human Resources an accurate listing of the total number of half-hour lessons for the semester. Compensation for this activity will be paid in a single installment within three weeks of the end of the semester.

M. Compensation for Cross-Listed Courses with other Colleges and Universities

The instructor will be compensated at the appropriate institution's adjunct rate in proportion to the number of students from each institution as measured on OCC's official census date. For example, in a cross listed three-credit section with twenty (20) students enrolled on the census date of which 15 are OCC students and 5 are OCC's College Partner's students, the instructor's compensation would be calculated as follows:

- Compensation = (3 x OCC's Adjunct rate x 0.75) + (3 x OCC's College Partner's Adjunct rate x 0.25)
- The instructor will receive separate checks from each institution in accordance with their procedures.

N. Pay Schedule

Adjunct faculty members will be paid biweekly for seven pays during the full Fall and Spring Semesters. Payment will be made to fulfill the requirements for academic pension contributions during the full Fall and Spring semesters. The College shall determine the pay schedule for all remaining semesters. The Office of Human Resources will be responsible for providing pay date information to adjunct employees via a Broadcast notice in a timely manner.

O. Substitute Compensation

In the event a School Dean assigns adjunct faculty members, through mutual agreement, to cover classes, adjunct faculty members will receive their adjunct faculty hourly rate of pay.

P. OCC Credit Courses

Actively employed adjunct faculty who have taught eight (8) semesters will receive a fifty percent (50%) discount on credit course tuition for themselves and their dependents. All adjunct faculty members must complete and obtain the appropriate approvals on a tuition waiver form prior to the registration. Fees must be paid in full upon registration. Enrollment in credit courses for adjuncts must have prior approval of the School Dean and the Vice President of Academic Affairs.

Q. Graduate Credit Courses

The Board shall budget a total of \$10,000 each year of the contract and provide tuition reimbursement up to \$10,000 in total at the lesser of the actual rate or the prevailing Kean University graduate tuition rate for approved graduate-level courses taken at any regionally accredited institution of higher education for actively employed adjuncts who have completed eight (8) semesters of instruction at the College.

Any Fall or Spring semester in which the adjunct has taught shall be counted toward the eight (8) semester eligibility rule. Reimbursement shall be provided for up to six (6) graduate credits per adjunct each academic year. Requests for reimbursement shall be approved only for graduate courses of study in the teaching discipline in which the adjunct teaches for the College as determined by the School Dean and Vice President of Academic Affairs.

Request forms, available through Human Resources, will be submitted to the School Dean, prior to taking a graduate course. The Dean will forward the request, with a recommendation to the Vice President of Academic Affairs for approval or disapproval. Graduate credits must relate to the teaching discipline as determined by the School Dean and the Vice President of Academic Affairs.

Reimbursement will be made to adjuncts approved to take graduate credit for their course work and who have submitted proof of tuition payment and passing grade transcripts to Human Resources within six (6) months of the end of the semester in which the course was taken. Reimbursement will be made on a first come, first serve basis and applied against the \$10,000 budget. Reimbursements may be reduced or denied based on the availability of funds.

R. Individual Professional Development

Funding may only be utilized for: teaching related subscriptions, professional

memberships, workshops and conferences. Office supplies are not eligible for funding. -Requests for funding are to be submitted one time during each calendar year – between June 1 and June 30.

Adjuncts are eligible to request expenditure of funds up to a maximum of one hundred fifty-five dollars (\$155) for FY 15, one hundred sixty-five dollars (\$165) for FY 16, one hundred seventy-five dollars (\$175) for FY 17, one hundred eighty-five dollars (\$185) for FY 18 and one hundred ninety-five dollars (\$195) for FY 19 when the adjunct has taught during the Fall Semester or the Spring Semester of that year. Funding not encumbered or expended by June 30th of each budget year is lost. Adjuncts are limited to one reimbursement submission per year between September 1 and May 15 of the Academic Year .

Approved expenses incurred for travel, mileage, meals, and/or lodging shall be reimbursed in accordance with the prevailing business policies of the College.

All requests for individual professional development funds will require the prior approval or disapproval of the Department Dean and the Vice President of Academic Affairs.

S. Non-Credit Courses

Actively employed adjuncts are eligible for tuition reimbursement for themselves and their dependents up to a total of \$250 per budget year. Adjuncts must pay all fees upon registration.

ARTICLE XIII GRIEVANCE PROCEDURE

A grievance is a claim by an adjunct faculty member (hereinafter referred to as “grievant”) of an alleged violation of the contract. If an adjunct faculty member believes that there is a basis for a grievance, the procedure listed below will be followed:

Step 1- Informal Meeting with School Dean: The adjunct faculty member must discuss in person the grievance informally with the School Dean within ten (10) workdays of the occurrence of the alleged grievance. A representative of the Association may be present at this level at the grievant’s discretion. The Dean or appropriate administrator will provide a verbal answer within ten (10) working days of the initial discussion.

Step 2- School Dean: If within ten (10) workdays after the grievant received the verbal response at the informal level and the grievance has not been resolved at Step 1, a grievance may be submitted in writing to the School Dean by the grievant through an Association representative. A copy of the grievance must also be submitted to the Association by the grievant. The Dean will respond within ten (10) workdays.

Step 3 - Vice President of Academic Affairs: If the grievance is not resolved at Step 2, the grievance may be submitted in writing to the Vice President of Academic Affairs within ten (10) workdays. The Vice President of Academic Affairs will render a written decision within ten (10) workdays of receipt of the grievance.

Step 4 - President: If the grievance is not resolved at Step 3, the Association may submit the grievance in writing to the President within ten (10) workdays of the written decision at Step 3. The President will respond within twenty-five (25) workdays of receipt of the grievance with a decision.

Step 5 - Board: If the grievance is not resolved at Step 4, the Association may submit the grievance in writing to the Board within ten (10) workdays of the written decision at Step 4. The Board will hear the grievance and respond within thirty (30) workdays of receipt of the grievance and will render a decision following the next regularly scheduled meeting of the Board that follows the hearing.

Step 6 - Binding Arbitration: If the Association is not satisfied with the disposition of the grievance at Step 5, the Association may submit the grievance to PERC within fifteen (15) workdays after receipt of the decision by the Board.

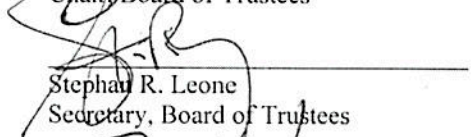
**ARTICLE XIV
RATIFICATION SIGNATURES**

This Agreement will be effective from September 1, 2014, through August 31, 2019, unless the Association and the Board mutually agree in writing to an extension of its duration.

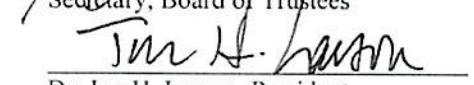
FOR THE BOARD:



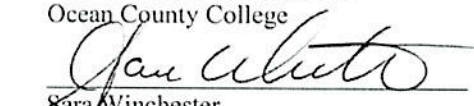
Carl V. Thulin
Chair, Board of Trustees



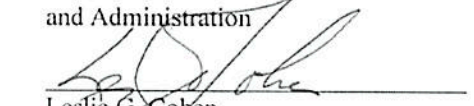
Stephan R. Leone
Secretary, Board of Trustees



Dr. Jon H. Larson, President
Ocean County College



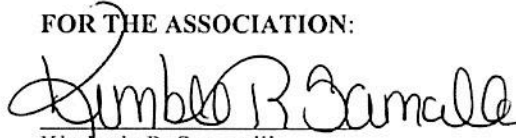
Sara Winchester
Executive Vice President of Finance
and Administration



Leslie G. Cohen
Assistant Vice President of
Human Resources and Chief Negotiator

6/23/14
Date Approved

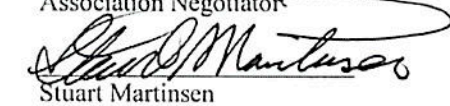
FOR THE ASSOCIATION:



Kimberle R. Samarelli
President



Charles Tagharen
Association Negotiator



Stuart Martinsen
Association Negotiator

5/14/14
Date Approved

APPENDIX A

Adapted from the A.A.U.P. Declaration of Academic Freedom

- a. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research return which results in payment, should be based upon an understanding with the authorities of the institution.
- b. A faculty member is entitled to freedom in the classroom in discussing subjects without introducing controversial matters that have no relation to the subject matter.
- c. Faculty members are citizens, members of a learned profession, and officers of an educational institution. When speaking or writing as citizens, there should be no institutional censorship or discipline, but the special position of faculty members in the community imposes special obligations. As people of learning and educational officers, faculty members should remember that the public may judge the profession and the institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

APPENDIX B

Code of Ethics

Adapted from the NEA 1975 Representative Assembly

Code of Ethics

Preamble

The faculty member, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The faculty member accepts the responsibility to adhere to the highest ethical standards.

The faculty member recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all faculty members and provides standards by which to judge conduct.

PRINCIPLE I

Commitment to the Student

The faculty member strives to help each student realize his or her potential as a worthy and effective member of society. The faculty member therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the faculty member:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student's access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
 - a. Exclude any student from participation in any program,
 - b. Deny benefits to any student,

- c. Grant any advantage to any student,
- 7. Shall not use professional relationships with students for private advantage,
- 8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the faculty member shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the faculty member:

- 1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications,
- 2. Shall not misrepresent his/her professional qualifications,
- 3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute,
- 4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position,
- 5. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law,
- 6. Shall not knowingly make false or malicious statements about a colleague,
- 7. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

END OF CONTRACT