

2-0055

**THIS DOES NOT  
CIRCULATE**

01-00  
*Atlantic*



**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES**

**OF ATLANTIC COMMUNITY COLLEGE**

**AND**

**EDUCATION ASSOCIATION**

**OF ATLANTIC COMMUNITY COLLEGE**

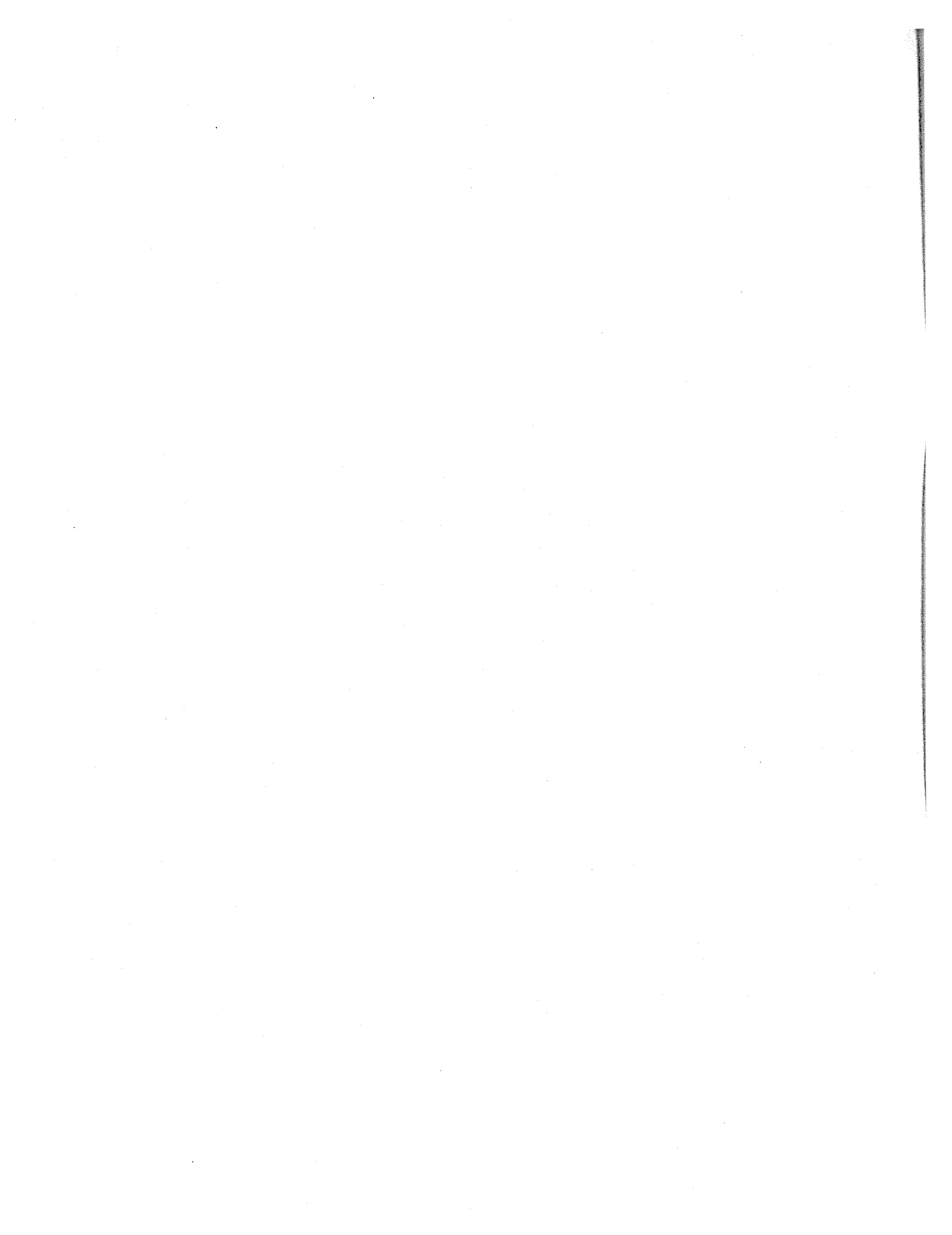
**1978-79**

**1979-80**

**LIBRARY**  
Institute of Management and  
Labor Relations

JUL 12 1979

RUTGERS UNIVERSITY



PREAMBLE		1
ARTICLE I	- RECOGNITION OF UNIT	1
ARTICLE II	- NEGOTIATION OF SUCCESSOR AGREEMENT	1
	A. Deadline Date	1
	B. Modification	2
ARTICLE III	- ASSOCIATION & FACULTY RIGHTS	2
	A. Right to Organize	2
	B. Additional Rights	3
	C. Just Cause	3
	D. Notice and Representation	3
	E. Academic Freedom	4
	F. Information	5
	G. Use of College Facilities	5
	H. Use of College Property	5
	I. Use of College Equipment	5
	J. Notices and Mail	6
	K. Book Purchases	6
	L. Evaluation of Students	6
	M. Evaluation of Educators	7
	N. Emergency Observation Procedures	16
	O. Evaluation Appeal Committee	16
	P. Personnel Files	19
	Q. Vacancies and New Positions	19
	R. New Appointments	20
	S. Non-discrimination	20
	T. Outside Employment	20
ARTICLE IV	- REDUCTION IN FORCE	21
	A. Good Cause	21
	B. Association Notification	21
	C. Leave of Absence	21
	D. Insurance Benefits	22
	E. Seniority - Sick Leave	22
	F. Salary Placement Upon Return	22
	G. Procedures	22
	H. Recall	24
	I. Counseling and Library Faculty	26
ARTICLE V.	- MANAGEMENT RIGHTS AND RESPONSIBILITIES	26
ARTICLE VI.	- GRIEVANCE PROCEDURE	26
	A. Definition of a Grievance	26
	B. Informal Level	27
	C. Procedure - Formal Level	27
ARTICLE VII	- CONDITIONS OF EMPLOYMENT	31
	A. Work Load - Teachers	31
	B. Class Assignment	32
	C. Information to Association	32
	D. Course Preparation	33
	E. Additional Teaching	34
	F. Office Hours	35

	G.	Work Load - Counselors	35
	H.	Work Load - Librarians	36
	I.	Area Coordinators	36
	J.	Committee	36
	K.	Advising and Coaching	37
	L.	Office Assignments	38
	M.	Attendance at College Functions	38
	N.	Academic Calendar	38
	O.	Admission to Courses	39
	P.	Mental/Physical Examination	39
	Q.	Tenure/Multiple Year Contracts	39
	R.	Substitute Teaching Assignments	40
ARTICLE VIII	-	PROMOTIONS	40
	A.	Degree and Experience Requirements	41
	B.	Performance Requirements	41
	C.	Criteria	43
ARTICLE IX	-	GRADUATE STUDY COMPENSATION	43
	A.	\$300 Maximum Per Semester	43
	B.	Application Procedure	43
	C.	Graduate School Choice	43
ARTICLE X	-	INDIVIDUAL CONTRACTS	43
	A.	Notice and Issue Date	43
	B.	Contract Signing	44
	C.	Termination	44
ARTICLE XI	-	INSURANCE PROTECTION	44
	A.	New Jersey State Health Benefits Plan	44
	B.	Dental Coverage	44
ARTICLE XII	-	LEAVE OF ABSENCE	45
	A.	Sick Leave	45
	B.	Extended Leaves of Absence	46
	C.	Temporary Leaves of Absence	49
	D.	Vacations: Twelve-Month Personnel	50
ARTICLE XIII	-	SABBATTICAL LEAVE	51
	A.	Five Percent of Educators Annually	51
	B.	Six Year Residency	52
	C.	Appropriate Activities	52
	D.	Salary	52
	E.	Return for One Year	52
	F.	Position on Return	53
	G.	Application and Reporting Procedures	53
	H.	Sabbatical Leave Committee	53
	I.	Presidential Recommendation	54
	J.	Time Schedule for Submission to the Board	54
ARTICLE XIV	-	MISCELLANEOUS	54
	A.	Association Payroll Dues Deduction	54
	B.	Travel	55
	C.	Professional Development	56
	D.	Copies of Agreement	56
	E.	Separability	56
	F.	Ratification	57
	G.	Savings Clause	57

	H. Understanding of Parties	57
	I. Compliance Between Individual Contract and Master Agreement	57
ARTICLE XV	- DURATION OF AGREEMENT	58

APPENDICES

APPENDIX I:	Teachers' Salary Ranges (Ten Month Contracts)	59
APPENDIX II:	Twelve Month Salary Ranges	61
APPENDIX III:	Salaries	63
APPENDIX IVA:	Teachers' Self-Evaluation Form	64
APPENDIX IVB:	Teachers' Evaluation Form	66
APPENDIX IVC:	Counselors' Self-Evaluation Form	68
APPENDIX IVD:	Counselors' Evaluation Summary	70
APPENDIX IVE:	Librarians' Self-Evaluation Form	72
APPENDIX IVF:	Librarians' Evaluation Form	74

1. PREAMBLE

2. This Agreement entered into this 1st day of July, 1978, by and  
3. between the Board of Trustees of Atlantic Community College,  
4. hereinafter called the Board, and the Education Association of  
5. Atlantic Community College, Incorporated, hereinafter called the  
6. Association.

7. ARTICLE I

8. RECOGNITION OF UNIT

9. The Board hereby recognizes the Association as the exclusive  
10. and sold representative for collective negotiations concerning  
11. grievances and terms and conditions of employment for all full-  
12. time educators presently employed or hereinafter employed by  
13. the Board. The term educator, as herein used, shall apply to  
14. all full-time teachers, counselors, librarians and teachers with  
15. area coordinator responsibilities, except those having adminis-  
16. trative and supervisory responsibility such as: department chair-  
17. persons, division chairpersons, director of counseling, director  
18. of learning resources center, and deans.

19. ARTICLE II

20. NEGOTIATION OF SUCCESSOR AGREEMENT

21. A. Deadline Date

22. The parties agree to enter into collective negotiations  
23. over a successor agreement in accordance with Chapter 123,  
24. Public Laws 1974, in a good faith effort to reach agreement  
25. on all matters concerning the terms and conditions of

1. employment. Negotiations between the parties shall  
2. commence at least one hundred and twenty (120) days prior  
3. to the budget submission date. Any agreement so negoti-  
4. ated shall apply to all members of the bargaining unit, be  
5. reduced to writing, ratified and signed by the Board and  
6. the Association, and be adopted by the Board.

7. B. Modification

8. This Agreement shall not be modified in whole or in part  
9. by the parties except by an instrument in writing duly  
10. executed by both parties.

11. ARTICLE III

12. ASSOCIATION AND FACULTY RIGHTS

13. A. Right to Organize

14. Pursuant to Public Laws of 1974, Chapter 123, of the State  
15. of New Jersey, the Board hereby agrees that all full-time  
16. educators shall have the right freely to organize, join,  
17. and support the Association for the purpose of engaging in  
18. collective negotiations over terms and conditions of employ-  
19. ment. As a duly appointed body exercising powers granted  
20. under the laws of the State of New Jersey, the Board under-  
21. takes and agrees that it will not directly or indirectly  
22. deprive, discourage, coerce, or harass any faculty member  
23. of the enjoyment of any rights conferred by this Act or  
24. other laws of New Jersey or the Constitutions of New Jersey  
25. and the United States; that it will not discriminate against



1. any educator with respect to hours, wages, or any terms or  
2. conditions of employment by reason of his/her membership in  
3. the Association.

4. B. Additional Rights

5. Nothing contained herein shall be construed to deny or  
6. restrict to educators rights he/she may have under the  
7. General School Laws of the State of New Jersey or other  
8. applicable laws and regulations, including those of the  
9. State Board of Higher Education. The rights granted to  
10. educators hereunder shall be deemed in addition to those  
11. provided by law.

12. C. Just Cause

13. No faculty member shall be disciplined or reprimanded  
14. without just cause. Any such action asserted by the  
15. Board, or any agent or representative thereof, shall be  
16. subject to the grievance procedure herein set forth.

17. D. Notice and Representation

18. Whenever an educator is required to appear before the  
19. Board or any committee thereof functioning on behalf of  
20. the Board concerning any matter which could adversely  
21. affect continuation of that educator in his/her office,  
22. position, or employment, then he/she shall be given prior  
23. written notice of the reasons for such a meeting and shall  
24. be entitled to have a representative of the Association  
25. present to advise him/her during such meeting.

1. E. Academic Freedom

2. The Board and the Association agree upon the following  
3. concepts of academic freedom:

4. 1. The educator is entitled to full freedom in research  
5. and in the publication of the results, subject to  
6. the adequate performance of his/her other academic  
7. duties; but research for pecuniary return shall be  
8. based upon an understanding with authorities of the  
9. institution.
10. 2. The educator is entitled to freedom in the classroom  
11. in discussing his/her subject, yet he/she should be  
12. careful not to introduce into his/her teaching contro-  
13. versial matter which has no relation to his/her subject.
14. 3. The educator is a citizen, a member of the learned  
15. profession, and an officer of an educational insti-  
16. tution. When he/she exercises rights as a citizen,  
17. he/she shall be free from institutional censorship  
18. or discipline, yet his/her special position in the  
19. community imposes special obligations. As a man/  
20. woman of learning and an educational officer, he/she  
21. should remember that the public may judge his/her  
22. profession and his/her institution by his/her utterances.  
23. Hence he/she should at all times be accurate, should  
24. exercise appropriate restraint, should show respect  
25. for the opinion of others, and should make every

1. effort to indicate that he/she is not an institutional  
2. spokesman.

3. F. Information

4. The Board agrees to furnish to the Association in response  
5. to reasonable requests from time to time available infor-  
6. mation pertaining to negotiations such as: class size,  
7. financial information which is in the public domain, final  
8. approved budget, agenda, and minutes of public meetings,  
9. names and addresses of all educators.

10. G. Use of College Facilities

11. The Association and its representatives shall have the  
12. right to use the College facilities for meetings only when  
13. said use does not interfere with the operation of the College.

14. H. Use of College Property

15. Duly authorized representatives of the Association shall be  
16. permitted to transact official Association business on  
17. College property, provided that such activity does not inter-  
18. fere with the operation of the College or the performance  
19. of their regular duties.

20. I. Use of College Equipment

21. The Association shall have the right to use College facili-  
22. ties and equipment, including typewriters, mimeographing  
23. machines, other duplicating equipment, calculating machines,  
24. and all types of audio-visual equipment at all reasonable  
25. times, when such equipment is not otherwise in use.

Payment shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damages to any equipment used for said purposes.

J. Notices and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on educator bulletin boards; additional boards, where needed, will be provided by the College at Association request. The Association may use the College mail service and educator mailboxes for communications, including educator-wide distribution. Postage for external mail and all long distance calls shall be paid for by the Association.

K. Book Purchases

All educators may purchase books through the College Library Service.

L. Evaluation of Students

A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policy of the College, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Students may appeal for a change of grade by written request submitted to the division chairperson. Such appeals shall be forwarded to the Academic Standards Committee for its recommendations. No change of grade

1. forms may be submitted to the registrar later than one  
2. 15 week semester after the first grade was filled with-  
3. out permission of the appropriate department chairperson  
4. or division chairperson.

5. M. Evaluation of Educators

6. The foundation of all effective evaluations is an open,  
7. positive atmosphere growing out of mutual respect and trust.  
8. In such a climate, people not only work together willingly  
9. to define goals and improve ways of meeting these goals,  
10. but are also secure enough to recognize weaknesses as well  
11. as strengths. Consequently, evaluation of educators should  
12. be viewed as a growth continuum by both the individual  
13. members and the College. The purposes of such evaluations  
14. are to improve teaching effectiveness (thereby raising the  
15. level of learning for students) and to serve as a basis for  
16. recommendations on retention and promotion.

17. 1. General Procedures

18. a. The summation of the evaluation procedure is the  
19. formal evaluation which must be written by the  
20. supervisor of the educators on either Form IV  
21. "B", Form IV "D", or Form IV "F" as is appropriate.  
22. Such formal evaluations of the educators must be  
23. discussed with the educators and signed by him/  
24. her acknowledging such discussion prior to the  
25. placement of such evaluation(s) in his/her file.

Such signature does not equal agreement and, if signature is refused, such evaluation(s) shall be filed with that noted. The immediate supervisor of a teacher is the department chairperson; the immediate supervisor of the counselor is the director of counseling, the immediate supervisor of a librarian is the director of the Learning Resource Center. The Deans normally delegate their responsibility for evaluation to the supervisor of the teacher, counselor or librarian.

- b. The supporting documents used by the supervisor to reach the conclusion summarized in the formal evaluation will be placed in the educator's file. Supporting documents shall be pertinent and relevant.
- c. All formal evaluations of an educator may be answered by the educator and such response(s) shall be attached to the evaluation(s) concerned and put in his/her file.
- d. It is the responsibility of the supervisor to call an educator's attention to and discuss with such educator any information concerning a single event or series of events so critical that such would influence the evaluation of the educator. This discussion must take place within a reasonable period of time prior to any written evaluation

1. concerning such material.
2. e. When a formal evaluation states that the work of
3. an educator "needs improvement", the educator and
4. the supervisor will jointly write a program. This
5. program will include specific objectives and a
6. method of evaluation approved and signed by both
7. parties. A copy of the program will be sent to
8. the Education Association President.
9. f. Copies of all recommendations regarding retention
10. or promotion must be given to the educator being
11. recommended.
12. 2. Procedures for Non-tenured Teachers
13. a. In-Class Observations
14. In-class visit(s) and observations by department
15. chairpersons, division chairpersons, and other
16. appropriate administrators shall be made under
17. the following conditions:
18. There shall be a preliminary conference to discuss
19. the teacher's objectives for the class and the
20. criteria the supervisor will be using to evaluate
21. the activities of the teacher in the classroom
22. and to determine a mutually agreeable time for the
23. classroom visit. There shall be a follow-up
24. meeting with the supervisory personnel within
25. two (2) weeks to discuss his/her evaluation in

the classroom period.

b. Self-Evaluation

A written self-evaluation shall be prepared by the educator each year. A copy of this self-evaluation form is attached to this Agreement as Appendix IV A; such forms shall not be changed without discussion with the Association. It should cover teaching effectiveness, department, division, and college-wide activities and contributions, scholarship and current professional growth. The written self-evaluations shall be sent to the department chairperson at least three (3) weeks before the conference with the chairperson.

c. Student Evaluation

Student evaluations of non-tenured teachers should be given at least once a year.

d. Optional Peer Recommendations

A teacher may choose to be recommended by one or more of his/her peers. Peers are non-supervisory teachers. The recommendation shall contain all pertinent material used in making the judgments. Peer recommendations, if utilized must be submitted in writing to the appropriate department chairperson, division chairperson, and the Dean of Instruction, a reasonable length of time before



1. recommendations for retention, or promotion are  
2. to be made by the chairperson.

3. e. Evaluation Summary

4. A written evaluation summary, a formal evaluation,  
5. shall be prepared by the Department Chairpersons  
6. for the teachers once a year. A copy of the  
7. evaluation summary form is attached to this Agree-  
8. ment as in Appendix IV "B". Such forms shall not  
9. be changed without discussion with the Association.

10. f. Conferences

11. Each department chairperson and teacher shall  
12. schedule at least three conferences each year.  
13. These three conferences shall consist of an initial  
14. pre-evaluation conference, a post in-class evaluation  
15. conference and a summary conference. The summary  
16. conference must take place at least one (1) month  
17. before recommendations for retention are to be  
18. submitted by the department chairperson. The  
19. teacher's self-evaluation and the chairperson's  
20. evaluation summary shall both be discussed at the  
21. summary conference. The department chairperson  
22. and the teacher will be responsible to schedule  
23. the date of the summary conference at the pre-  
24. evaluation conference.

25. 3. Procedure for Tenured Teachers

1. Tenured unit members shall be evaluated yearly and shall
2. also have fifth year intensive evaluations. The intensive
3. evaluations shall take place every five years.
4. a. Yearly Evaluations
5. i. The yearly evaluation for tenured members will
6. consist of student evaluations and a conference
7. with the department chairperson.
8. ii. Student Evaluations
9. Student evaluations shall be given at least once
10. a year.
11. iii. Conference
12. At least one conference with the department chair-
13. person shall occur during each working year. Such
14. conferences shall cover student evaluation which
15. should be summarized by the teacher.
16. b. Fifth-Year Evaluation of Tenured Teachers
17. The fifth-year evaluation shall consist of in-class
18. observations, self-evaluations, student evaluations,
19. optional peer recommendations, evaluation summary and
20. conferences.
21. i. Determining the Date of the Fifth Year
22. In the fourth year after the teacher has earned
23. tenure<sup>1</sup> and every five years thereafter, the teacher
24. shall begin to arrange the cycle of evaluation with
25. the department chairperson. The evaluation will

---

<sup>1</sup>Tenure is earned after employment for five consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution ....

1. occur during the fifth year. If the teacher  
2. earned tenure in the sixth year, in the tenth year  
3. and every five years thereafter the teacher will  
4. have a fifth-year evaluation. However, when the  
5. teacher has applied for promotion and been thorough-  
6. ly evaluated, the member shall start a new cycle.  
7. In the fifth year after the promotion package was  
8. prepared and every five years thereafter, the  
9. teacher shall have a fifth year evaluation.

10. ii. In-Class Observation

11. In-class visit(s) and observations by department  
12. chairpersons, division chairpersons and other  
13. appropriate administrators shall be made under  
14. the following conditions:

15. There shall be a preliminary conference to discuss  
16. the teacher's objectives for the class and the  
17. criteria the supervisor will be using to evaluate  
18. the activities of the teacher in the classroom and  
19. determine a mutually agreeable time for the class-  
20. room visit. There shall be a follow-up meeting  
21. with the supervisory personnel within two (2) weeks  
22. to discuss his/her evaluation of the classroom  
23. period .

24. iii. Self-Evaluation

25. A written self-evaluation shall be prepared by the

1. teacher in the fifth year. A copy of this self-  
2. evaluation form is attached to this Agreement as  
3. Appendix IV A; such forms shall not be changed  
4. without discussion with the Association. It  
5. should cover teaching effectiveness, department,  
6. division and college-wide activities and contrib-  
7. utions, scholarship and current professional growth  
8. The written self-evaluation shall be sent to the  
9. department chairperson at least three (3) weeks  
10. before the conference with the chairperson.

11. iv. Student Evaluation

12. Student evaluations of tenured teachers should be  
13. given at least once a year.

14. v. Optional-Peer Recommendations

15. A teacher may choose to be recommended by one or  
16. more of his/her peers. Peers are non-supervisory  
17. teachers. The recommendation shall contain all  
18. pertinent material used in making the judgments.  
19. Peer recommendations, if utilized, must be sub-  
20. mitted in writing to the appropriate department  
21. chairperson, division chairperson, and Dean of the  
22. College a reasonable length of time before the  
23. summary conference.

24. vi. Evaluation Summary

25. A written evaluation summary shall be prepared by

1. the department chairperson for the teacher. A  
2. — copy of this evaluation summary form is attached  
3. to this Agreement as in Appendix IV "B" such  
4. form shall not be changed without discussion with  
5. the Association.

6. vii. Conferences

7. Each department chairperson and teacher shall  
8. schedule at least three (3) conferences during  
9. fifth year evaluation. These three conferences  
10. shall consist of an initial pre-evaluation confer-  
11. ence, a post in-class evaluation conference, and  
12. a summary conference. The teacher's self-  
13. evaluation and the chairperson's evaluation summary  
14. shall both be discussed at the summary conference.  
15. The department chairperson and teacher will be  
16. responsible to schedule the date of the summary  
17. conference at the pre-evaluation conference.

18. 4. Evaluation of Twelve-Month Employees: Procedures

19. a. Counselors

20. The evaluation procedures for counselors shall be the  
21. same as for teachers, except that In-Class Observations  
22. shall not be applicable and Optional Peer evaluations  
23. should cover counseling effectiveness, teaching effective-  
24. ness where applicable, contributions to the College, and  
25. professional growth. Evaluation forms for counselors

1. are as follows:

2. Self-Evaluation: Appendix IV "C"

3. Evaluation Summary: Appendix IV "D"

4. Such forms shall not be changed without discussion  
5. with the Association.

6. b. Librarians

7. The evaluation procedure for librarians shall be  
8. the same as for teachers, except that Student  
9. Evaluations and In-Class Observation shall not be  
10. applicable, and Optional Peer Evaluation should  
11. cover competence as a librarian, contributions to  
12. the College, and professional growth. Evaluation  
13. forms for librarians are as follows:

14. Self-Evaluation: Appendix IV "E"

15. Evaluation Summary: Appendix IV "F"

16. Such forms shall not be changed without discussion  
17. with the Association.

18. N. Emergency Observation Procedures

19. 1. In emergency situations, when the situation warrants  
20. such observations, the College officers shall be free to  
21. make unannounced in-class visits. Notice of such  
22. visit(s) with a statement of the emergency situation  
23. shall be sent to the Education Association President  
24. within twenty-four (24) hours of the visit.

25. O. Evaluation Appeal Committee

1. 1. All complaints concerning the substance of individual  
2. evaluations shall be processed by the Evaluation Appeal  
3. Committee, and shall not be processed through the  
4. grievance procedure. All complaints concerning the  
5. scheduling and/or procedure of individual evaluations,  
6. however, shall be processed through the grievance pro-  
7. cedure, and not through the Evaluation Appeal Committee.  
8. Any appeal made to the Evaluation Appeal Committee must  
9. be made in writing within seven (7) calendar days of the  
10. date of any conference or any summary written.
11. 2. Selection of committee members shall be made yearly in  
12. accordance with the following procedure:
  13. a. Two members shall be selected by the President of  
14. the College.
  15. b. Two members shall be selected by the Association.
  16. c. Each year the selection of the Chairperson as a  
17. fifth member shall be rotated between the two parties,  
18. with the Administration naming the Chairperson on  
19. the academic years that are odd numbered and the  
20. Association naming the Chairperson on academic years  
21. that are even numbered.
22. 3. All appeals made to the Evaluation Appeal Committee shall  
23. be confidential and there shall be no publicity by any  
24. party concerning such appeals.
25. 4. a. The Evaluation Appeal Committee shall make its report

1. to the President in writing with reasons given for  
2. its recommendations if such recommendations differ  
3. from the original evaluation. A minority of the  
4. evaluation committee may offer its own report if  
5. such is desired.
6. b. The report to the President shall reach him/her for  
7. the designated persons according to the following  
8. dates:
9. i. Any report pertaining to educators in their  
10. fifth year of employment shall reach the  
11. President no later than November 1.
12. ii. Any report pertaining to educators in their  
13. second, third or fourth year of employment  
14. shall reach the President no later than  
15. December 1.
16. iii. Any report pertaining to educators in their  
17. first year of employment shall reach the  
18. President no later than January 1.
19. iv. Any report pertaining to educators with tenure  
20. shall reach the President no later than May 1.
21. 5. The President shall notify in writing the educator(s)  
22. making the appeal(s) of his/her decision(s) concerning  
23. such appeal(s) within ten (10) working days following  
24. his/her receiving of the Committee's report(s). Such  
25. notification shall include specific reasons for the



1. decision(s).

2. 6. Committee procedures shall be published at the beginning  
3. of each year.

4. P. Personnel Files

5. 1. There shall be one designated personnel file for each  
6. educator. The personnel file shall contain pertinent  
7. material including evaluations and documents. No written  
8. material pertaining to the member shall be used in a  
9. hearing except that contained in the designated personnel  
10. file.

11. 2. Upon reasonable notice an educator may review his/her  
12. personnel file. The member has the right of Association  
13. representation at the time of the review which shall be  
14. conducted in the presence of a designated member of the  
15. Administration.

16. Q. Vacancies and New Positions

17. 1. The educators shall be alerted to any professional position  
18. vacancy or newly created position including administrative,  
19. teaching, or academic support positions. Such notice shall  
20. include duties and a statement of required qualifications  
21. and at least one copy shall be posted in each division  
22. office, with a copy going to the Association President  
23. at his/her off-campus address.

24. 2. All Atlantic Community College educators who apply for  
25. any professional position shall be notified at his/her

1. off-campus address regarding the disposition of their  
2. application prior to the publication of the name of the  
3. successful applicant.

4. 3. Notice of such dispositions shall be sent to the  
5. Association President.

6. R. New Appointments

7. 1. The College shall furnish the Association with names and  
8. addresses of all new educators as soon as possible after  
9. the official appointments by the Board.

10. 2. Every appointment shall be in writing and be in the  
11. possession of both the College and the educator before  
12. the appointment is consummated.

13. S. Non-discrimination

14. 1. The provisions of this Agreement and the wages, hours,  
15. terms, and conditions of employment shall be applied in  
16. a manner which is not arbitrary, capricious, or dis-  
17. criminatory and is without regard to race, creed, religion,  
18. color, national origin, sex, marital status, handicap, or  
19. age.

20. T. Outside Employment

1. 1. Educators may engage in outside compensated activities  
2. provided such activities do not interfere with their  
3. teaching effectiveness or College duties and responsibili-  
4. ties. Educators engaging in outside compensated activities  
5. shall notify the Dean.

1. ARTICLE IV

2. REDUCTION IN FORCE

3. A. Good Cause

4. During the term of this contract there shall be no general  
5. reduction of tenured educators except for good cause, such as  
6. reduction in College finances and/or reduction in student  
7. enrollment, and then only in conformity with this Agreement  
8. and with the statutes of the State.

9. B. Association Notification

10. If a general reduction in force is being considered, the Board  
11. shall notify and consult with the Association as soon as  
12. practical, but except in extreme emergency not less than nine-  
13. ty (90) days before the reduction in force is to take place.  
14. The Board shall discuss with the Association the reasons for  
15. determining that a reduction of staff is deemed necessary.

16. C. Leave of Absence

17. A leave of absence without pay for a maximum period of 24  
18. calendar months shall automatically be granted to those  
19. educators who have tenure and who are affected by a reduction  
20. in force. These leaves of absence under these special circum-  
21. stances shall not prohibit the educator so affected from seek-  
22. ing and accepting gainful employment elsewhere, and the  
23. educator shall not be terminated for that reason except on  
24. written request of the employee. Subject to the sole approval  
25. of the Board, a tenured educator may elect to take and will be

1. granted leave of absence without pay during the staff  
2. reduction irrespective of his/her position on the seniority  
3. list.

4. D. Insurance Benefits

5. During said leave of absence, the educators shall receive no  
6. insurance benefits at Board expense. Provisions will be made,  
7. where possible, that educators may continue, at their own  
8. expense, the insurance coverage at the group rate.

9. E. Seniority-Sick Leave

10. During said leave of absence, the educator's seniority shall  
11. remain unbroken despite such leave, and his/her sick leave  
12. accumulated to the date of his/her leave shall not be cancelled  
13. but shall remain credited to him/her pending his/her return to  
14. employment in the College within the procedures outlined in  
15. this Article.

16. F. Salary Placement Upon Return

17. The fact that an educator is placed on leave of absence for  
18. the purpose of general staff reduction shall not result in  
19. the loss of credit for previous years of service. Upon return  
20. to the College, he/she shall assume the step position on the  
21. salary schedule, if such exists, which he/she would have held  
22. had he/she been actively employed in the College during the  
23. period of his/her leave of absence caused by a general staff  
24. reduction.

25. G. Procedures

Reduction of educators who are represented by the bargaining unit shall be made according to the following:

1. Seniority, for the purpose of this Article, shall be defined as beginning with the last date of continuous employment.
2. A seniority list shall be prepared by the Board and presented to the Association which includes all educators. Any errors on such list shall be corrected, and the list which is in effect by the first Monday of November shall be acknowledged by both parties as being correct.
3. In the event tenured educators are affected by a general reduction in force, such lay off will be on the basis of seniority and qualifications, except as necessary to staff the teaching positions remaining.
4. In the case of educators with identical college-wide seniority and who are affected by a general reduction in force, the accepted date for breaking any tie in seniority shall be the date of signing of the initial contract by the individual.
5. In the case of all of the above factors being equal, the matter shall be referred to the Evaluation Appeals Committee which shall make a recommendation to the President of the College.
6. It is expressly understood that the Association shall have the right to review the lay off list prior to notification

of the individuals to be laid off. In the event of a disagreement concerning the lay off list, the Association shall have the right to meet with the President prior to notification of the individuals and prior to the notification deadline.

H. Recall

Educators shall be recalled generally in inverse order of lay off for position openings for which they are qualified in accordance with the following procedure:

1. If a position exists within the College for which the educator is qualified, the individual shall be notified by Certified Mail. Within ten (10) calendar days of the receipt of written offer of recall, the individual shall accept the position by replying in writing or it shall be determined that he/she has declined the position. If an individual accepts the position he/she has been offered, he/she shall be granted sufficient time to fulfill the requirements of the contract he/she is employed under; however, in no event shall such time be longer than the end of the current school year; or, if he/she does not have contract requirements to fulfill, he/she shall have twenty (20) calendar days from receipt of the offer to return to work. During the period of time provided in this paragraph for his/her return after the written offer of recall the College can fill the position with adjunct

1. staff.
2. All educators on lay off and the Association shall be notified by Certified Mail on or before April 1st of their status on the recall list. Any such educator that is being recalled shall notify the President in writing by April 15 of his/her intent to return to the College, or his/her leave and recall rights shall be terminated. No new staff shall be hired until all properly qualified staff on leave, in accordance with this Article, have been offered an opportunity in writing to return to active employment.
3. In the event that more than one person occupies the same slot on the recall list, the matter shall be referred to the Evaluation Appeals Committee who shall make a recommendation to the President.
4. The recall list shall be maintained by the Dean of Instruction. It shall be the individual educator's responsibility to maintain a current address with the personnel office and to provide documentation of any claimed change in qualifications. Said educator waives the leave requirements placed upon the Board if, when contacted by the College, said individual does not state in writing in accordance with time requirements of this Article his/her intent to return to the College upon the opening of a position for which he/she is qualified. If

1. the individual cannot be contacted because of failure to  
2. leave an address, the Board is relieved of its responsi-  
3. bilities to the individual and such leave is terminated.

4. I. Counseling and Library Faculty

5. 1. All terms of this Article shall apply to counselors and  
6. librarians. For the purposes of this Article only, a  
7. counselor/librarian five-year contract will be equivalent  
8. to tenure.

9. ARTICLE V.

10. MANAGEMENT RIGHTS AND RESPONSIBILITIES

11. The Board of Trustees has the responsibility and the authority to  
12. manage and direct in behalf of the public and itself all the oper-  
13. ations and activities of the College to the full extent authorized  
14. by law, provided that the exercise of such rights and responsibil-  
15. ities shall be in conformity with this Agreement.

16. All such rights, powers, authority, and prerogatives of management  
17. possessed by the Board are retained subject to limitations as may  
18. be imposed by Chapter 303, law 68, as amended by Chapter 123, Public  
19. Laws of 1974.

20. ARTICLE VI.

21. GRIEVANCE PROCEDURE

22. A. Definition of a Grievance

23. A grievance is a claim by one or more educators or by the  
24. Association, hereinafter collectively referred to as a  
25. "grievant", that such educator (educators) has (have)



1. suffered an injury because of an alleged violation, mis-  
2. representation or misapplication of any provision of this  
3. Agreement, or any existing rule, order or regulation of the  
4. Board of Trustees, the President of the College or the Board  
5. of Higher Education.

6. B. Informal Level

7. An educator with a potential grievance is entitled at his/her  
8. option, to a meeting with the person against whom the grievance  
9. may be taken, for the purpose of resolving the matter informally.

10. C. Procedure - Formal Level

1. In the event a grievant invokes the formal grievance procedure,  
2. the grievant shall:

3. 1. Reduce the grievance in writing in letter form no later  
4. than thirty (30) calendar days after the occurrence of  
5. the grievance or after the grievant should reasonably  
6. have known of the occurrence of the grievance and mail  
7. or deliver such letter to the appropriate level including  
8. the Dean of Instruction, with a copy to the Association.

9. The letter shall simply state the nature of the grievance  
10. and the remedy requested and shall be dated and signed  
11. by the grievant.

12. 2. Within seven (7) working days from the receipt of the  
13. said writing, the person against whom the grievance has  
14. been filed shall meet with the grievant in an effort to  
15. resolve the grievance. The person grieved against shall

indicate his/her disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant, with a copy to the Dean of Instruction and the Association.

3. If the grievant is not satisfied with the disposition of the grievance by the person grieved against, he/she may appeal to the Dean of Instruction within seven (7) working days from the receipt of the written disposition by the person grieved against.
4. Upon receipt of the written appeal from the grievant, the Dean of Instruction shall establish a date, with notification to the Association, such date to be within seven (7) working days from the receipt of the written appeal to discuss the facts and circumstances of the grievance with the grievant in an attempt to resolve it.
5. If the grievant is not satisfied with the disposition of the grievance by the Dean of Instruction, he/she may appeal to the President of the College, within seven (7) working days from the receipt of the written disposition of the grievance by the Dean of Instruction, with a copy of such appeal going to the Dean of Instruction and the Association.
6. The President of the College or his/her designee shall, within ten (10) working days from the receipt of such written appeal, meet with the grievant and the Association and shall discuss the facts and circumstances of the

1. grievance in an effort to resolve the matter. The Presi-
2. dent or his/her designee shall indicate his/her disposition
3. of the grievance in writing within seven (7) working
4. days of the last meeting with the grievant, with a copy
5. to the Association.
6. 7. If the Association is not satisfied with the disposition
7. of the grievance by the President or his/her designee, it
8. must submit the matter to arbitration, with a copy to
9. the President, within thirty (30) calendar days from the
0. receipt of the disposition of the grievance by the Presi-
1. dent. If the parties cannot agree on an arbitrator,
2. he/she shall be selected pursuant to the rules and
3. procedures of the American Arbitration Association whose
4. rules shall likewise govern the arbitration proceeding.
5. Both parties agree that the arbitration shall be binding
6. for grievances based upon the terms of this Agreement
7. and shall be advisory for all other grievances.
8. 8. The fees and expenses of the arbitrator shall be shared
9. equally by the College and the Association.
0. 9. The number of days indicated in each level shall be
1. considered maximum and every effort should be made to
2. expedite the process, particularly toward the end of
3. the academic year. However, the time limits can be
4. extended by mutual consent.
5. 10. All documents, communications and records dealing with

the grievance shall not become a part of the designated personnel files of the participants.

11. It is agreed that the grievant and the Association shall be furnished with relevant information in the possession of the Board of Trustees in the processing of any grievance.
12. Nothing herein contained shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial to which any grievant may be entitled under law.
13. A failure on the part of any member of the Administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.
14. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an educator is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
15. No reprisals of any kind shall be taken by the Board or the Association or by any member of the Administration or by any member of the Association against any party in interest, any representative, any member of the Association any member of the Administration, any member of the Board of Trustees or any other participant in the grievance

procedure by reason of such participation.

16. All meetings and hearing under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected representatives heretofore referred to in this Article.

17. At any time during the processing of the grievance, the President of the College may intervene, and discuss and determine the grievance, without the necessity of the appeals.

## ARTICLE VII

### CONDITIONS OF EMPLOYMENT

The actual workload and schedule of class assignments or counseling or library schedules of an individual educator shall be a joint decision made by the faculty member involved and the Administration. This decision shall include the actual hours of employment and the course preparations involved as well as other conditions of employment as outlined in upcoming sections of this Agreement.

#### A. Work Load-Teachers

1. Full-time teachers shall teach thirty (30) contact hours per year. The normal load shall be fifteen (15) contact hours per semester. However, at the discretion of the Dean of Instruction, this load may be varied at 14-16 or 16-14. No one will be required to teach more than sixteen (16) hours per semester. Any contact hours over the annual base of thirty (30) shall be paid at overload

compensation at appropriate rates for each additional contact hour.

2. A contact hour is an hour which comprises one fifty minute class meeting per week for the fifteen weeks that comprise the instructional part of a semester, which is a regularly scheduled group meeting of the class, lecture, laboratory, studio, seminar or shop.
3. Summer school and interim session teaching shall be entirely at the option of the teachers when such sessions are offered.

B. Class Assignment

1. No instructor shall be assigned more than a five (5) day work week.
2. No work day should exceed eight (8) hours.
3. Only after judicious consideration will a teacher be assigned an 8:30 A.M. class if he/she had a class assignment the previous evening.
4. Normally, there shall not be an extended "break" during the normal work day. For example: By a scheduled 8:30 class and a 3:30 class with no classes scheduled in between.
5. No teacher shall be required to teach more than two evening classes, such classes to commence at 5:30 P.M. or thereafter.
6. In most cases, all full-time teachers shall be given

1. first choice of evening teaching assignments in their
2. area of competence before any adjunct teachers are
3. assigned in such courses.
4. 7. If a teacher requests a deviation of these conditions,
5. extra compensation shall not be made. Such deviation(s)
6. shall be made without prejudice.
7. 8. In developing teaching schedules, appropriate professional
8. activity, such as public service, research, and graduate
9. school attendance on the part of the teacher shall be
10. taken into consideration.
11. 9. Teachers shall be required to meet their classes during
12. the hours scheduled for final examinations. The class
13. is scheduled by the Dean of Instruction.
14. C. Information to Association
15. 1. The College shall provide the Association with copies of
16. all registration print-outs of scheduled classes and
17. class enrollment as such print-outs are printed.
18. 2. Each teacher during the first week of any semester shall
19. insure that a correct copy of his/her schedule is on
20. file in the Division Office and that such schedule includes
21. three (3) hours for student consultations listed as office
22. hours. The Office of the Dean of Instruction will collate
23. all teachers' schedules and send a copy to the President
24. of the Education Association.
25. D. Course Preparation

1. 1. A teacher shall be assigned no more than three (3)  
2. separate preparations per registration period if he/she  
3. has taught all the courses previously at the college  
4. level.
5. 2. A teacher shall be assigned no more than two separate  
6. preparations per registration period if one or more of  
7. the courses has not previously been taught by him/her  
8. at the college level.
9. 3. Exceptions to this provision shall be made only with the  
10. consent of the teacher involved.

11. E. Additional Teaching

12. 1. Full-time teachers shall be given preference of summer/  
13. and/or interim teaching assignments in their areas of  
14. competence before any additional summer or interim teachers  
15. are hired. Chairpersons shall not receive scheduled  
16. summer and/or interim sections unless competent teachers  
17. are first offered and have refused such sections, except  
18. in those departments or areas that have a documented  
19. equitable rotation policy for summer and interim teaching  
20. assignments. A full-time teacher accepting a summer  
21. assignment prior to May 1st shall be guaranteed appropriate  
22. employment and/or compensation at the appropriate rate for  
23. one of the sections assigned him/her.
24. 2. All full-time teachers shall be given the first choice  
25. of any additional teaching assignments during the regular



full semester in their areas of competence before any other adjunct teachers are assigned. Chairpersons shall not receive a scheduled overload unless competent teachers are first offered and have refused such overload, except in those departments or areas that have a documented equitable rotation policy for overload assignments.

F. Office Hours

Teachers shall maintain at least three (3) office hours per week for consultation with students. Such hours shall be in addition to regularly scheduled classes and shall be posted on the teacher's office door.

G. Work Load: Counselors

1. Counselors shall work twelve (12) month contracts from July 1 to June 30.
2. Each full-time counselor will be required to establish working hours equaling a total of thirty seven and a half (37½) hours per each working week. These working hours will include a meal period of one hour each day.
3. Night counseling duty may be required by the College, and when required, equal compensatory time off during the normal work day or compensation at the rate of \$12 per hour shall be provided by the College. Preferences for such duties shall be afforded counselor members of this unit.

1. H. Work Load: Librarians

2. 1. All librarians shall work twelve (12) month contracts  
3. from July 1 to June 30.  
4. 2. Librarians shall work a total of thirty-seven and a  
5. half (37½) hours per week over a five (5) day period;  
6. these hours shall include a meal period of one hour  
7. each day.  
8. 3. Night library duty may be required by the College, and  
9. when required, equal compensatory time off during the  
10. normal work day or compensation at the rate of \$12 per  
11. hour shall be provided by the College. Preferences  
12. for such duties shall be afforded librarian members of  
13. this unit.

14. I. Area Coordinators

15. 1. All reductions in teaching load shall be made in  
16. consultation with the Dean of Instruction with the  
17. approval of the President.  
18. 2. Summer office hours for Area Coordinators may be  
19. required by mutual agreement with the Department Chair-  
20. person. Compensation will be paid at \$12.50 per hour.  
21. 3. Additional stipend for Area Coordinators of \$650 per  
22. annum shall be paid for administrative responsibilities.

23. J. Committees

24. 1. A faculty member may be expected to serve on one major  
25. standing or ad hoc college-wide committee.

2. There shall be a reduction in load of not more than three (3) contact hours granted to the chairpersons of the Curriculum Committee and the Faculty Assembly Executive Committee. The Dean of Instruction, in his/her sole discretion, may designate any other standing or ad hoc committee chairperson to also receive a load reduction. The terms of this section cannot be utilized to grant an educator more than a six-hour per semester load reduction.
3. If the educator cannot attend a committee meeting because of a scheduled class or lab, he/she shall notify the committee chairperson in writing. He/she shall be excused from such meetings, without adversely affecting his/her standing on the committee.

K. Advising and Coaching

1. Advisement of all student clubs and organizations shall be on a voluntary basis and optional with educators. Compensation for such advisory assignments will be as listed in Appendix III attached to this Agreement.
2. Coaching of all student athletics shall be on a voluntary basis, and optional with the educator, except in such cases where the physical education job description includes specific coaching activities. Compensation for such coaching assignments will be as listed in Appendix III of this Agreement.

1. 3. Academic advising of students by teachers shall be limited  
2. to programming of students for registration. The College  
3. shall provide each teacher with the necessary information,  
4. forms, advising aids and material prior to the pre-  
5. programming period.

6. 4. Teacher participation in the in-person registration  
7. periods shall be voluntary.

8. L. Office Assignments

9. 1. The Dean will notify the Association of the office space  
10. available to educators. The Association will recommend  
11. the allocation of that space.

12. 2. The Dean will give the recommendation of the Association  
13. serious consideration as he/she allocates that space.

14. 3. No educator shall be moved from his/her office without at  
15. least two (2) weeks prior written notification.

16. M. Attendance at College Functions

17. 1. Educators' attendance at all College sponsored non-  
18. academic functions and activities shall be voluntary.

19. 2. Educators attending those functions for which academic  
20. attire is required shall have said attire furnished by  
21. the College at no cost to them.

22. N. Academic Calendar

3. 1. The Association shall have the privilege of inquiring  
4. into and recommending the establishment of any changes  
5. in the academic calendar.

1. 2. The appropriate committee, in addition to its other
2. functions, shall advise the Dean of Instruction in the
3. development of any pre-instructional in-service program(s)
4. to insure that an excessive number of meetings will not
5. be required of the educators.
6. 3. The appropriate committee shall advise the Dean of
7. Instruction on the academic calendar; every effort shall
8. be made by the Dean to seek the advice of the committee
9. when alterations in the calendar are being considered.
10. All copies of any such alterations in the calendar will
11. be sent immediately to the Association.

0. Admission to Courses

Educators and their dependents (i.e., as determined by the I.R.S. Code), are to be granted tuition-free entrance for credit or audit to any courses offered by the College. If an educator dies while under contract to the College, his/her immediate survivors are to be granted this same tuition-free entrance.

P. Mental/Physical Examination

Any psychiatric or physical examination required by law or by the College shall be paid for by the Board. If, at the educator's option, he/she chooses his/her own physician or psychiatrist, he/she shall pay for same. Free tuberculosis testing shall be provided annually to all educators.

Q. Tenure/Multiple Year Contracts

1. 1. Tenure shall be granted in accordance with the laws of
2. the State of New Jersey.
3. 2. Counselors and librarians who are offered a contract
4. for what would be their sixth continuous year shall be
5. offered a five-year term contract. In the event a
6. counselor or a librarian alleges that the non-renewal
7. of such a five-year term contract was for capricious
8. or discriminatory reasons, such allegations may be
9. submitted to binding arbitration.

10. R. Substitute Teaching Assignments

11. Teachers will be paid at the normal overload rate when asked  
12. by the Administration to teach additional courses because of  
13. an emergency during the semester. The pay for this additional  
14. work begins after the first three contact hours. This emergency  
15. overload teaching is at the option of the instructor.

16. ARTICLE VIII

17. PROMOTIONS

18. The viability and vitality of an educational institution depend  
19. upon the ability of its teaching staff to teach, to grow as teachers,  
20. and to cope successfully with challenges as they arise. A promotion  
21. system exists in large part to invite and reward service that will  
22. meet these needs. Therefore, in addition to satisfying the minimal  
23. academic and experience requirements set forth in this contract, a  
24. candidate for promotion must present evidence that he or she has  
25. performed satisfactorily for a long enough time to indicate that

1. such service will in all likelihood continue into the future. The  
2. Board of Trustees will make every effort to provide the funds  
3. for promotions to be granted to all candidates applying who have  
4. met the promotional criteria.

5. A. Degree and Experience Requirements

6. 1. An instructor may be promoted to the rank of Assistant  
7. Professor if he/she has a Master's Degree and has taught  
8. full-time at least three years at Atlantic Community  
9. College.

10. 2. An Assistant Professor may be promoted to the rank of  
11. Associate Professor if he/she has a Master's Degree,  
12. has ten years of full-time teaching experience or the  
13. equivalent with at least seven at the collegiate level,  
14. and has been an Assistant Professor at Atlantic Community  
15. College for at least five years.

16. 3. An Associate Professor may be promoted to Professor if  
17. he/she has a Master's Degree, has fifteen years of full-  
18. time teaching experience or the equivalent with at least  
19. ten at the collegiate level; and has been an Associate  
20. Professor at Atlantic Community College for at least five  
21. years.

22. B. Performance Requirements

23. Besides the above cited degree and experience requirements,  
24. the teacher applying for promotion must have performed satis-  
25. factorily for five consecutive semesters. The teacher also

1. must have had a minimum of three consecutive thorough yearly  
2. evaluations as directed by the contract for non-tenured teachers  
3. in Article III, Section M, Item 3 to be called Promotion-  
4. Evaluations. The last of the three promotion-evaluations  
5. will occur during the fall semester of the year in which the  
6. teacher is applying for promotion.  
7. If, during the yearly promotion-evaluation a teacher is adjudged  
8. to be doing less than "satisfactory" work for promotion, this  
9. must be clearly stated in the written evaluation by the Chair-  
10. person. If no such statement is present, the absence of an  
11. evaluative declaration will signify that the teacher is doing  
12. "satisfactory" work for promotion. The decision of the  
13. Chairperson may be appealed to the Evaluation Appeals Committee.  
14. If the teacher is doing less than "satisfactory" work for  
15. promotion, the Department Chairperson and the teacher will  
16. jointly write specific objectives for the next year which, if  
17. achieved, would make the teacher's performance pattern eligible  
18. for "satisfactory" status and promotion recognition. These  
19. objectives will be signed by the Department Chairperson in  
20. conjunction with the teacher prior to being placed in the  
21. teacher's designated personnel file.  
22. The applicant and supervisor will share the responsibility for  
23. accumulating evidence relevant to performance criteria and will  
24. jointly agree upon the possible methods to document each of  
25. them. If the applicant and supervisor cannot agree, the



1. applicant may appeal to the Evaluation Appeals Committee.

2. C. Criteria

3. Promotion criteria, procedures, and priorities are found in  
4. the Promotion "Side-Bar" Agreement.

5. ARTICLE IX

6. GRADUATE STUDY COMPENSATION

7. A. \$300 Maximum Per Semester

8. All full-time educators who take graduate work contributing to  
9. their professional ability may receive a maximum of \$300 per  
10. semester toward the tuition costs of such courses.

11. B. Application Procedure

12. Application for reimbursement of such tuition costs will be  
13. made by educators to the Sabbatical Leave Committee. This  
14. Committee will advise the Dean upon such reimbursement. This  
15. application may be made before, during, or up to one (1)  
16. month after taking graduate work. However, lack of funds in  
17. this budget category shall be sufficient grounds for denial  
18. of reimbursement.

9. C. Graduate School Choice

0. Any accredited graduate school thus involved will be solely  
1. the choice of the faculty member.

2. ARTICLE X

3. INDIVIDUAL CONTRACTS

4. A. Notice and Issue Date

5. Annual contracts shall be issued by March 15. When the Board

does not intend to reappoint an educator, notice of non-appointment shall be given in writing no later than March 1 of the first year of employment, February 1 of the second, third and fourth years of employment, and not later than January 15 of the fifth year of employment. In the case of Presidential non-recommendations during the fifth year, the President will so inform the educator by December 15.

B. Contract Signing

Contracts are to be signed by each educator and returned to the Board no later than March 30.

C. Termination

Contracts may be terminated at any time by mutual agreement between the educator and the Board. Such agreement shall be in writing.

ARTICLE XI

INSURANCE PROTECTION

A. New Jersey State Health Benefits Plan

Participating in the New Jersey State Health Benefits Plan shall be non-contributory, the College assuming the entire cost, with coverage of dependents, including children up to age twenty-three (23). This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage.

B. Dental Coverage

The College shall provide up to a maximum of \$100 (fiscal year

1. 1979), \$150 (fiscal year 1980) per educator and dependent(s)  
2. per annum upon the presentation of a properly receipted  
3. dental billing to the Office of Personnel Services. The annual  
4. year is to be called budgeted fiscal year.

5. ARTICLE XII

6. LEAVES OF ABSENCE

7. A. Sick Leave

8. 1. Educators shall accumulate one (1) day of sick leave per  
9. month of employment. Unused sick days shall be accumulat-  
10. ed from year to year with no maximum limit.
11. 2. All educators shall accumulate one (1) day sick leave per  
12. month as per individual contract.
13. 3. Effective July 1 of each contract year the Board will  
14. establish a salary continuation pool to which educators  
15. will contribute at the rate of five (5) days for each  
16. twelve (12) month member and four (4) days for each ten  
17. (10) month member. Charges against pool shall be made  
18. after July 1, 1976, for any day's absence due to accident  
19. or illness of an educator whose employ provides credit  
20. to the pool and who has depleted all his/her personally  
21. accumulated sick leave days.
22. 4. As long as an unused balance remains in the pool, no  
23. educator shall suffer loss of pay due to absence for  
24. illness or accident not to exceed thirty (30) personally  
25. charged days per year against the pool.

1. 5. The Board will maintain records of days accumulated and  
2. used by individual educators, itemizing all credits and  
3. charges, so that educator can claim for credit all of  
4. his/her unused days in the event of any of the follow-  
5. ing:
  6. a. A statute is enacted that would allow an individual  
7. to use personal accumulated sick leave for compensation  
8. upon retirement.
  9. b. He/she should no longer be recognized as a member  
10. of the bargaining unit, but still employed by the  
11. Board.
  12. c. This program should no longer be sustained by  
13. subsequent agreements.
14. 6. No claim for pool credits shall be made by any educator  
15. whose absence is due to pregnancy, or to a workmen's  
16. compensation injury or illness as prescribed by law, or  
17. who is eligible for long-term disability compensation  
18. as provided by the applicable retirement program of which  
19. he/she is a qualified member.
20. 7. The College may request a letter from a physician when  
21. educators use "pool" days.

2. B. Extended Leaves of Absence

3. 1. Advanced Study
4. A leave of absence for one year may be granted by the  
5. Board to any educator upon application for the purpose

of advanced study if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such leave beyond the one year limit. Upon return from such leave, the educator shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

2. Service

A leave of absence of up to one year may be granted to any educator by the Board upon application for the purpose of serving as an officer of any professional association or on its staff if in the opinion of the Board such service shall benefit the College as well as the individual. The Board may extend such leave beyond the one year limit. Upon return from such leave such educator shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

3. Maternity Leave

The Board shall grant maternity leave without pay to any educator upon request subject to the following stipulations and limitations:

- a. Providing the educator can submit a doctor's certificate that such member is physically unable to perform her duties, maternity leave shall commence on the date requested by the educator.

1.           b.    Any educator granted maternity leave without pay  
2.                    according to the provisions of this section may at  
3.                    her discretion elect to utilize accumulated sick  
4.                    leave to the degree as certified by her doctor  
5.                    that she was sick during such periods of maternity  
6.                    leave.
7.           c.    Providing the educator submits upon demand a doctor's  
8.                    certificate testifying as to her ability to return  
9.                    and perform duties, the educator shall be returned  
10.                   to employment status effective the first day of the  
11.                   semester following her application for such return.  
12.                   If the educator is a counselor or librarian, she  
13.                   shall be returned to employment status effective  
14.                   the third day following her application to return.
15.           d.    Upon return from such leave, an educator shall be  
16.                   placed on the same salary level which she would have  
17.                   attained had she been employed at the College  
18.                   during this period.

19.           4.    Adoption Leave

20.                    Any educator adopting an infant pre-school child shall  
21.                    receive similar leave which shall commence upon receiving  
22.                    defacto custody of said child or earlier if necessary to  
23.                    fulfill the requirements for the adoption period. In  
24.                    the event of a contemplated adoption, the educator shall  
25.                    notify the College of his/her plans and keep the College

1. informed of developments to the best of his/her ability.
2. 5. Military
3. Military leave without pay shall be granted to any employee
4. in accordance with all state and federal laws pertaining
5. to military service and leave of absence.
6. 6. Illness of Family
7. A leave of absence without pay up to the end of the
8. current academic year shall be granted for the purpose
9. of caring for a sick member of the educator's immediate
10. family.
11. 7. Political
12. The Board shall continue to comply with applicable state
13. and federal statutes on mandated leave for service in
14. political office.
15. 8. Other Leaves
16. The Association recognizes that the Board may grant other
17. leaves of absence or extensions of these leaves of absence
18. without pay at its sole discretion.
19. 9. Child-Rearing Leave
20. The Board may grant child-rearing leaves of absence or
21. extensions of these leaves without pay.
22. C. Temporary Leaves of Absence
23. Educators shall be entitled to the following temporary non-
24. accumulative leaves of absence with full pay each year. These
25. shall be in addition to any sick leave to which the faculty

1. member is entitled.
2. 1. Business/Legal
3. Up to two (2) days leave of absence for business or
4. legal matters which require absence during working days.
5. The applicant for such leave shall not be required to
6. state the reason for taking such leave other than that
7. he/she is taking it under this Section.
8. 2. Religious
9. Up to two (2) days leave of absence for observance of
10. religious holidays, where said observance prevents the
11. educator from working on such days.
12. 3. Death
13. Up to three (3) days leave of absence at any one time
14. upon the death of a educator's spouse, child, step-
15. child or ward, parent, step-parent, foster-parents,
16. grandparent, parents or grandparents of spouse, or any
17. other member of the family unit living in the same house-
18. hold, no matter what degree the relationship.
19. 4. Notice
20. Whenever possible, a forty-eight (48) hour written notice
21. to the appropriate supervisor should be given by the
22. educator planning to take a leave under this Section.
3. D. Vacations: Twelve-Month Personnel
4. 1. Vacation Days
5. Counselors and librarians shall earn two (2) paid vacation



1. days per month of service. Unused vacation days may  
2. accumulate to a total of forty-eight (48) days retro-  
3. active to date of initial employment. At the termination  
4. of employment, counselors and librarians thus ending  
5. employment shall be paid on a per diem basis for unused  
6. vacation days. Such vacation days shall be in addition  
7. to any sick leave or other temporary leaves to which the  
8. employee is entitled. Such vacation days shall be  
9. scheduled at least one week ahead with the appropriate  
10. director. Vacation days may be taken singularly or in  
11. a block.

12. 2. Paid Holidays

13. All counselors and librarians shall be entitled to the  
14. following paid holidays. If the College is open on any  
15. of these holidays, compensatory days shall be scheduled.

16. Independence Day	Christmas Day
17. Labor Day	New Year's Day
18. Columbus Day	President's Day
19. General Election Day	Good Friday
20. Veteran's Day	Memorial Day
21. Thanksgiving Day	

22. ARTICLE XIII

23. SABBATICAL LEAVE

24. A. Five Per Cent (5%) of Educators Annually

25. Every effort shall be made to make budgetary provision to

1. permit at least five per cent (5%) of the educators to be on
2. sabbatical annually.
3. B. Six Year Residency
4. All full-time educators who have completed six (6) years of
5. service at the College are eligible for sabbatical leave.
6. Application for such leave shall be made to the Sabbatical
7. Leave Committee during the year preceeding the anticipated
8. leave.
9. C. Appropriate Activities
10. The following activities are regarded as appropriate for the
11. granting of sabbatical:
12. 1. Full-time attendance at graduate school.
13. 2. Any full-time research or writing.
14. 3. Any travel which may be deemed beneficial to the College
15. and/or to the professional development of the faculty
16. member.
17. 4. Any other appropriate activities, at the discretion of
18. the Sabbatical Leave Committee.
19. D. Salary
20. An educator on sabbatical shall receive full base salary for
21. one half-year or one-half base salary for a full academic year
22. at his/her option.
23. E. Return for One Year
24. Any educator receiving sabbatical leave must return to the
25. College after that leave for a period of one year.

1. F. Position on Return
2. Upon return from sabbatical leave, the educator shall be placed
3. at the same position on the salary scale on which he/she would
4. have been placed had he/she taught at the College during such
5. a period.
6. G. Application and Reporting Procedures
7. Application for sabbatical leave in any academic year shall
8. be filed with the Sabbatical Leave Committee not later than
9. November 1st of the preceding academic year. Individuals
10. applying for a sabbatical leave will present to the Committee
11. in their own behalf a plan of professional development,
12. recognizing such factors as the following:
13. 1. Improvement of service as an educator.
14. 2. Contribution to the development of the total College program.
15. 3. Time span request: \_\_\_(1) semester, \_\_\_ (2) semesters
16. The leave applicant shall file an interim and final report of
17. accomplishments obtained pursuant to the objectives (i.e.,
18. C. Appropriate Activities) outlined to the S.L.C.
19. H. Sabbatical Leave Committee
20. The Sabbatical Leave Committee is composed of the Dean of
21. Instruction acting as chairperson; a departmental chairperson
22. to be selected by the President of the College; an educator at
23. large to be selected by the President of the College; two
24. educators selected by the President of the Association; two
25. members of the Atlantic Community College Organization of

1. Supervisory and Administrative Personnel (ACCOSAP), selected  
2. by the President of ACCOSAP.

3. I. Presidential Recommendation

4. If the President of the College does not recommend for sabbatical  
5. these candidates chosen by the Committee, he/she shall provide  
6. his/her recommendations to the Committee prior to his/her  
7. recommendations to the Board, in sufficient time to allow the  
8. Committee to meet with the President for the purposes of  
9. presenting evidence substantiating its recommendations.

10. J. Time Schedule for Submission to the Board

11. The President of the College shall submit annually to the  
12. Board, during the second week in February, the list of educators  
13. nominated to participate in the sabbatical leave program. The  
14. Board will act on its approval of such nominations not later  
15. than March 31. Notice of such approval shall be sent to the  
16. applicants and to the Association not later than April 3.

17. ARTICLE XIV

18. MISCELLANEOUS

19. A. Association Payroll Dues Deduction

20. 1. The Board agrees to deduct from the salaries of its  
21. educators dues for the Atlantic Community College Education  
22. Association, the Atlantic County Education Association,  
23. the New Jersey Education Association, and the National  
24. Education Association as each educator individually and volun-  
25. tarily authorizes the Board to so deduct. Such deductions

1. shall be made in compliance with Chapter 233, NJ Public  
2. Laws of 1969 (NJFA: 52:14-15. 9e) and under rules  
3. established by the State Board of Higher Education. Said  
4. monies together with current records of any corrections  
5. shall be transmitted to such person as may from time to  
6. time be designated by the Atlantic Community College  
7. Education Association by the 15th of each month following  
8. the monthly pay period in which deductions were made.  
9. The person designated shall disperse such monies to the  
10. appropriate Association or Associations.

11. 2. Each of the Associations named above shall certify to  
12. the Board, in writing, the current rate of its membership  
13. dues. Any Association which shall change the rate of  
14. its membership dues shall give the Board written notice  
15. prior to the effective date of such change.

16. 3. Each of the Associations named above, once such monies  
17. have been dispersed to such Associations, shall save  
18. harmless the College from any claims arising from any  
19. misapplication of such monies.

20. B. Travel

21. 1. Travel is authorized by the Dean of Instruction and the  
22. coordination of its operation and function shall be  
23. accomplished by the traveller and the Dean of Administration.  
24. Specific provisions are stated in the current handbook  
25. governing travel.

1. 2. A travel allowance of fifteen cents (15¢) per mile shall  
2. be paid educators for excess travel to their teaching  
3. assignments and the amount to be paid the educators will  
4. be determined at the beginning of the semester. This  
5. arrangement would originate from the Dean of Instruction's  
6. office.

7. C. Professional Development

8. The College and the Association recognize the importance of  
9. faculty development on the effectiveness of teaching. To promote  
10. and encourage professional growth, each educator will have \$100  
11. per academic year to be used for scholarly activities like  
12. memberships in professional organizations, scholarly publications,  
13. research, and convention expenses.

14. Memberships in professional organizations shall be paid at the  
15. rate of 50% by the College with the College Library Service  
16. having the option to catalogue professional journals. The  
17. College's share of cost shall not exceed a budgeted \$100 per  
18. member. College denial on an expenditure in this budgeted area  
19. shall not be grievable nor arbitrable.

20. D. Copies of Agreement

1. Copies of this Agreement shall be reproduced by the Board  
2. and distributed to all educators now employed or hereafter  
3. employed by the Board during the duration of this Agreement.

4. E. Separability

5. If any provision of this Agreement or any application of this

1. Agreement to any educator or educators shall be found contrary  
2. to law, then such provision or application shall not be deemed  
3. valid and subsisting except to the extent permitted by law, but  
4. all other provisions or applications of this Agreement shall  
5. continue in full force and effect.

6. F. Ratification

7. This Agreement shall be subject to ratification by members  
8. of the Association and by members of the Board of Trustees.

9. G. Savings Clause

10. Except as this Agreement shall hereinafter otherwise provide,  
11. all terms and conditions of employment applicable on the  
12. effective date of this Agreement to employees covered by this  
13. Agreement as established by the rules, regulations and/or  
14. policies of the Board enforced on such date, shall continue  
15. to be so applicable during the term of this Agreement.

16. Unless otherwise provided in this Agreement, nothing contained  
17. herein, shall be interpreted and/or applied so to eliminate,  
18. reduce or otherwise detract from any educator benefits existing  
19. prior to its effective date. This Agreement shall supersede  
20. all previous Board of Trustees policies on those matters.

21. H. Understanding of Parties

22. This Agreement incorporates the entire understanding of the  
23. parties on all matters which were or could have been the subject  
24. of negotiations.

25. I. Compliance Between Individual Contract and Master Agreement



1. Any individual contract between the Board and an individual  
2. educator, heretofore, or hereafter executed, shall be subject  
3. to and consistent with the terms and conditions of this  
4. Agreement. If an individual contract contains any language  
5. inconsistent with this Agreement, this Agreement, during  
6. its duration, shall be controlling.

7. ARTICLE XV

8. DURATION OF AGREEMENT

9. This Agreement shall be effective from July 1, 1978 and shall contin-  
10. ue in effect until June 30, 1980 unless the Association and the  
11. Board mutually agree in writing to an extension of its duration.

12. BOARD OF TRUSTEES	EDUCATION ASSOCIATION
13. _____	_____
14. Chairperson	President
15. _____	_____
16. Secretary	Secretary

17. Date of Completed Signing: \_\_\_\_\_

18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.



APPENDIX I

TEACHERS' SALARY RANGES  
Ten Month Contracts

<u>ACADEMIC RANK</u>		<u>SALARY</u>	<u>MINIMUM QUALIFICATIONS</u>
Instructor	1978-79:	\$ 9,500-\$15,000	Master's Degree without teaching, or equivalent
	1979-80:	\$10,000-\$15,500	
Assistant Professor	1978-79:	\$11,600-\$20,100	Master's Degree plus minimum of three yrs. full-time teaching or equivalent
	1979-80:	\$12,200-\$20,700	
Associate Professor	1978-79:	\$13,600-\$23,100	Master's Degree plus a minimum of ten years full-time teaching (with at least seven at the collegiate level with at least three at ACC) or equivalent
	1979-80:	\$14,200-\$23,700	
Professor	1978-79:	\$15,700-\$24,700	Master's Degree plus a minimum of fifteen years full-time teaching, (with at least ten at the collegiate level and with at least five at ACC) or equivalent
	1979-80:	\$16,400-\$25,400	

Two years of non-college professional, educational, or business experience equals one year of teaching experience at the collegiate level, at the discretion of the College.

At the discretion of the College, in unusual circumstances, in hiring the College may waive the experiential criteria.

A \$500 stipend shall be awarded to a teacher who is promoted to the next higher rank in the 1976-78 contract year. If a promotion in rank has been achieved by June 1, of any year, summer pay for that year will be based upon the new higher rank. Promotions given during the year shall be pro-rated.

Teachers will have the option to be paid either on a ten-month or twelve-month basis. Pay days occur every other Friday with adjustments for holidays, according to a pay day schedule issued by the Business Office.

Instructors currently in the employ of the College who do not hold the minimum academic credentials shall have the following salary ranges:

1978-79 - \$9,000 - \$14,500  
 1979-80 - \$9,500 - \$15,000

Such instructors shall not be eligible for promotion and/or promotion stipends presented in this Agreement until the minimum academic credentials are achieved.

When such a teacher earns the minimum academic credentials, he/she shall automatically be eligible to apply for promotion.

---

Instructors currently in the employ of the College who do not hold the minimum academic credentials shall be expected to show progress toward the attainment of such credentials by earning graduate credits in one of the following two time patterns: at least nine (9) graduate semester credits over one fiscal year, or at least fifteen (15) graduate semester credits over two fiscal years. Such instructors shall be given priority for graduate school compensation.

---

Teachers eligible to teach in documented career programs may equate non-college professional, educational, business or vocational experience years with academic credentials, at the discretion of the college.

---

The holder of an earned doctorate will be credited with two (2) equated years of full time teaching for the purposes of minimal qualifications for promotion.

---

APPENDIX II

TWELVE MONTH SALARY RANGES

<u>LEVEL</u>	<u>SALARY RANGE</u>	<u>MINIMUM QUALIFICATIONS*</u>
Counselor/Librarian I	1978-79: \$ 9,600-\$15,100 1979-80: \$10,200-\$15,700	Master's Degree in Counseling/ Library Science with no experience, or equivalent
Counselor/Librarian II	1978-79: \$11,700-\$20,200 1979-80: \$12,400-\$20,900	Master's Degree in Counseling/ Library Sciences or related field, plus a minimum of three years counseling/library experience, or equivalent
Counselor/Librarian III	1978-79: \$13,700-\$23,200 1979-80: \$14,400-\$23,900	Master's Degree in Counseling/ Library Science plus a minimum of ten years full-time counsel- ing/library experience (with at least seven at the collegiate level and at least five at ACC) or equivalent
Counselor/Librarian IV	1978-79: \$15,750-\$24,250 1979-80: \$16,550-\$25,025	Master's Degree in Counseling/ Library Science plus a minimum of fifteen years counseling/ library experience (with at least ten at collegiate level and at least five at ACC) or equivalent

---

\* Advanced degree academic qualifications for counselors are as follows:

- 1) Master's in Counseling and Guidance, and/or 2) Master's in Student Personnel Services, and/or 3) M.S.W., and/or 4) Master's in Psychology.

---

Counselors and Librarians currently in the employ of the College who do not hold the minimum academic credentials shall have the following salary ranges:

1978-79: \$ 9,000-\$14,500  
1979-80: \$ 9,500-\$15,000

---

Such counselors and librarians shall not be eligible for promotion and/or promotion stipends presented in this Agreement until the minimum academic credentials are achieved.

---

When such an educator earns the minimum academic credentials, he/she shall automatically be eligible to apply for promotion.

Counselors and librarians currently in the employ of the College who do not hold the minimum academic credentials shall be expected to show progress toward the attainment of such credentials by earning graduate credits in one of the following two time patterns: at least nine (9) graduate semester credits over one fiscal year, or at least fifteen (15) graduate semester credits over two fiscal years. Such counselors and librarians shall be given priority for graduate school compensation.

---

The holder of an earned doctorate will be credited with two (2) equated years of full time teaching for the purposes of minimal qualifications for promotion.

---

Two years of non-college professional counseling, education, library, or business experience equals one year of experience at the collegiate level, at the discretion of the College.

---

A \$500 stipend shall be awarded to a counselor or librarian who is promoted to the next higher rank in the 1976-78 contract year. If a promotion in rank has been achieved by June 1, of any year, summer teaching pay, if so involved, will be based upon the new high rank. Promotions given during the year shall be pro-rated.

---

Counselors and librarians shall be paid on a twelve month basis. Pay days occur every other Friday, with adjustments for holidays, according to a Pay Day Schedule issued by the Business Office.

---

APPENDIX III

SALARIES

A. Salary Increases

1. Ten Month Teachers

- a. For the academic year 1978-79 an across-the-board raise of \$1,000, subject to range maximum, shall be granted over prior year's salary.
- b. For the academic year 1979-80, an across-the-board raise of \$1,300, subject to range maximum, shall be granted above the 1978-79 salary.

2. Twelve Month Educators

- a. For the academic year 1978-79, an across-the-board raise of \$1,500, subject to range maximum, shall be granted over prior year's salary.
- b. For the academic year 1979-80, an across-the-board raise of \$1,300, subject to range maximum, shall be granted above the 1978-79 salary.

B. Overload Salary Schedule, Fall, Spring & Interim Sessions, 1978-80.

	<u>Per Contact Hour</u>
Instructor/ C-L I	\$250
Assistant Professor/ C-L II	\$300
Associate Professor, Professor, C-L III, C-L IV	\$325

C. Summer Sessions Salary Schedule, 1978-80

	<u>Per Contact Hour</u>
Instructor/ C-L I	\$275
Assistant Professor/ C-L II	\$325
Associate Professor, Professor, C-L III, C-L IV	\$350

D. Independent Study Salary Schedule, 1978-80

Teachers supervising independent study programs shall receive \$50 per credit. A teacher shall not supervise more than two (2) such programs per semester. Independent study supervision shall be voluntary and shall not count towards the teacher's normal 15 hour teaching load.

E. Cooperative Education Instructional Stipend, 1978-80

Teachers supervising cooperative education courses shall receive \$17 per student credit hour. Such teacher supervision shall be voluntary and shall not count towards the teacher's normal 15 hour teaching load.



APPENDIX IV "A"

TEACHERS' SELF-EVALUATION FORM

This form shall be completed by non-tenured teachers once a year and by teachers applying for promotion.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

RANK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

1. Teaching Effectiveness:

**2. Professional Growth:**

**3. Contribution to the College and Responsiveness to College needs:**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Teacher's Signature**

\_\_\_\_\_  
**Date Received**

APPENDIX IV "B"

TEACHERS' EVALUATION SUMMARY

This form shall be completed by the appropriate chairperson each semester for non-tenured teachers and each year for tenured faculty applying for promotion, and for tenured faculty every fifth year.

All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Dept. \_\_\_\_\_

Evaluation by: \_\_\_\_\_

Title: \_\_\_\_\_

Evaluation for  retention  fifth-year evaluation  promotion  
is  satisfactory  unsatisfactory

1. Teaching effectiveness satisfactory ( ) needs improvement ( )

Remarks:



2. Professional growth satisfactory ( ) needs improvement ( )

Remarks:

3. Contributions to the College and responsiveness to College needs satisfactory ( ) needs improvement ( )

Remarks:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX IV "C"

COUNSELORS' SELF-EVALUATION FORM

This form shall be completed once a year by first, second, third, fourth, and fifth year counselor's once a year by multiple year contract counselors applying for promotion.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Rank: \_\_\_\_\_

Dept. \_\_\_\_\_

1. Counseling Effectiveness:

2. Professional growth:

satisfactory ( )

needs improvement ( )

Remarks:

3. Contributions to the College and responsiveness to College needs:

satisfactory ( )

needs improvement ( )

Remarks:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX IV "D"

COUNSELORS' EVALUATION SUMMARY

This form shall be completed by the appropriate director each semester for first, second, third, fourth, and fifth year counselors; each year for multiple year contract counselors applying for promotion; and in the year prior to each five-year renewal. All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Dept. \_\_\_\_\_

Evaluation by: \_\_\_\_\_

Title: \_\_\_\_\_

Evaluation for  retention  fifth-year evaluation  promotion  
is  satisfactory  unsatisfactory

1. Counseling effectiveness satisfactory ( ) needs improvement ( )

Remarks:

2. Professional Growth:

3. Contributions to the College and responsiveness to College needs:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date received

APPENDIX IV "E"

LIBRARIANS' SELF-EVALUATION FORM

This form shall be completed once a year by first, second, third, fourth, and fifth year librarians and once a year by multiple year contract counselors applying for promotion.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Dept. \_\_\_\_\_

1. Librarian effectiveness:

**2. Professional Growth:**

**3. Contributions to the College and responsiveness to College needs:**

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
LIBRARIAN'S SIGNATURE

\_\_\_\_\_  
Date Received

APPENDIX IV "F"

LIBRARIANS' EVALUATION FORM

This form shall be completed by the appropriate director each semester for first, second, third, fourth, and fifth year librarians; each year for multiple year contract librarians applying for promotion; and in the year prior to each five-year renewal. All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the ratings.

Evaluation for: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Dept. \_\_\_\_\_

Evaluation by: \_\_\_\_\_

Title: \_\_\_\_\_

Evaluation for  retention  fifth-year evaluation  promotion  
is  satisfactory  unsatisfactory

1. Professional effectiveness      satisfactory ( )      needs improvement ( )

Remarks:



2. Professional growth:

satisfactory ( )

needs improvement ( )

Remarks:

3. Contributions to the College and responsiveness to College needs:

satisfactory ( )

needs improvement ( )

Remarks:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Librarian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATLANTIC COMMUNITY COLLEGE

Criteria for Promotion

I. Teaching Effectiveness

A. Preparation

1. Develops clearly defined and appropriate goals
2. Selects content and organizes course so as to demonstrate the instructor's specific knowledge of subject matter
3. Strives to identify in performance terms the objectives which students are to achieve in each learning sequence
4. Develops and/or uses instructional strategies which enable students to achieve specific learning objectives
5. Prepares thoroughly for learning activities
6. Provides for alternative methods of instruction to meet the needs of different students or classes and recognizes when to implement such methods
7. Is aware of and selects learning resources appropriate to the specified learning objective, utilizing as fully as possible the learning resources of ACC
8. Creates meaningful assignments and coordinates them with classwork
9. Selects and uses evaluative instruments which effectively measure the degree to which the student has achieved the goals and objectives of the learning sequence
10. Establishes clearly defined grading procedures and standards

B. Implementation

1. Communicates effectively at a level appropriate to the ability of students to understand and assimilate
2. Clarifies expectations and standards for tests and assignments
3. Shows concern for academic welfare of students. These are some of the ways by which an instructor may show concern:
  - a. Shows patience with students
  - b. Responds helpfully to questions

- c. Gives positive reinforcement
  - d. Confers with students
  - e. Makes students feel free to speak in class and confer privately as necessary
4. Fosters an atmosphere of respect in relationships with students
  5. Is fair and reasonably prompt in evaluation of student performance
  6. Normally meets classes as scheduled so there is little wasted time and is punctual and consistent in attending other scheduled meetings with students (office hours, labs, appts.)

## II. Professional Growth

- A. Collects and uses feedback from experience with students to revise and update content, objectives, and instructional strategies
- B. Collects and uses ideas acquired through courses, colleagues, systematic professional reading, research, workshops or other sources to revise and update content, objectives, and instructional strategies in courses and/or programs
- C. Gives evidence of professional activity by membership in professional societies, research, presenting papers and/or participating at meetings.

## III. Contribution to the College and Responsiveness to College Needs

- A. Properly and promptly performs routine non-teaching duties (reports, forms, grades, academic advisement, etc.)
- B. Adheres to departmental and college policy
- C. Participates in department, division and college meetings
- D. Makes additional positive contributions to the college, such as:
  1. Sharing teaching materials with colleagues
  2. Proposing and implementing new programs or courses
  3. Suggesting and implementing new administrative procedures
  4. Implementing new concepts or objectives

### Promotion Procedure

The promotion procedure is initiated by the faculty member seeking promotion by submitting a promotion package to the department chairperson.

The promotion package will contain at least those items specified in the promotion procedure section of the contract, Article III, Section M, Item 3.

The department chairperson will add to the package a summary evaluation which will be discussed with and signed by the faculty member, the signature indicating only that this evaluation has been seen and discussed. The faculty member may add his or her comments to be included with the department chairperson's evaluation. At this point the faculty member may have the promotion package sent to the division chairperson, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

The division chairperson will add to the package a written evaluation covering those areas pertinent to promotion about which he or she has knowledge. The division chairperson's evaluation will be discussed with and signed by the faculty member, the signature indicating only that this evaluation has been seen and discussed. The faculty member may add his or her comments to be included with the division chairperson's evaluation. At this point the faculty member may have the promotion package sent to the Dean of the College, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

The Dean of the College will add to the package a written evaluation covering those areas pertinent to promotion about which he or she has knowledge. The Dean's evaluation will be discussed with and signed by the faculty member, the signature indicating only that this evaluation has been seen and discussed. The faculty member may add his or her comments to be included with the Dean's evaluation. At this point the faculty member may have the promotion package sent to the President of the College, may appeal the recommendation to the Evaluation Appeals Committee if the

dispute involves matter of substance rather than procedure, or may terminate the promotion procedure. The faculty member must submit his or her promotion package to the department chairperson between December 1 and December 20. The promotion package has to be to the division chairperson by the end of January and to the Dean of the College by the end of February.

The promotion procedure for counselors and librarians will be the same as for teaching faculty. The librarian's promotion package will go from the Director of the Learning Resources Center, to the Dean of the College, to the President of the College. The counselor's promotion package will go from his or her immediate supervisor, to the appropriate dean, to the President of the College.

#### Promotion Priority

If several people are qualified for promotion and if the money for promotion is limited, then those faculty members qualified for promotion and at the maximum salary for their rank will be promoted first. Faculty members passed over once will be promoted first the next year even over other faculty members who may be at their maximum salaries for their rank.

