



COLLECTIVE AGREEMENT

by and between

THE BOARD OF TRUSTEES

OF THE

BURLINGTON COUNTY COLLEGE

and

THE BURLINGTON COUNTY COLLEGE

FACULTY ASSOCIATION

July 1, 1975 to June 30, 1978.

Seated - left to right, Ralph
Cofflesh, President, BCC
Faculty Association, and
Malcolm Pennypacker,
BCC Board Chairman.
Standing - left to right,
Alice Fagans, Faculty Ne-
gotiating Committee;
Frank Nappo, Chief Nego-
tiator, Faculty Association;
Ken McCarty, Board Nego-
tiator, and Sanford Schnei-
der, Chief Negotiator,
Board of Trustees.



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1 THIS AGREEMENT is entered into by and between the Board of Trustees
2 of Burlington County College, hereinafter referred to as the "Board"
3 and the Burlington County College Faculty Association, hereinafter
4 referred to as the "Association."

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6 ARTICLE I

7 RECOGNITION OF EMPLOYEE REPRESENTATIVE

- 8 A. The Board hereby recognizes the Burlington County College Faculty
9 Association as the exclusive bargaining representative as defined
10 in Public Laws of 1968, Chapter 303 and as amended by PL of 1975,
11 Chapter 123, for all full-time instructional personnel under
12 contract to the Board including:
- 13 1. Full-time teaching faculty holding the rank of Instructor,
14 Assistant Professor, Associate Professor or Professor.
 - 15 2. Student Development, Learning Resources and Instructional
16 personnel having faculty rank and filling the positions
17 of Student Development Specialist (Counselor), Librarian,
18 Catalog Librarian, Reference Librarian, Acquisitions
19 Librarian, A-V Specialist, Coordinators or similar titles
20 and/or positions.
- 21 B. All other personnel are excluded from the bargaining unit.
- 22 C. Unless the context otherwise requires, any reference to instructor,
23 teacher, professor, faculty, instructional personnel, student
24 development personnel and learning resources personnel as used

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1 herein shall apply to all employees in the bargaining unit as
2 above defined.

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ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations during the first week of October 1977 over a successor Agreement to be applicable to the 1978-79 fiscal year and such additional years as agreed to. Any agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified Agreement shall be formally adopted and signed by both parties.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made available to the public including the HEGIS report.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations.
- D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or con-

1 templation of either party at the time this Agreement was nego-
2 tiated, signed and ratified.

3 E. The Board agrees not to negotiate with any faculty member
4 individually or with any faculty organization other than the
5 Association for the duration of this Agreement.

6 F. Upon mutual consent of the parties hereto, a matter of significant
7 impact on the entire College community may be discussed and if,
8 as a result, an amendment is deemed necessary by both parties,
9 such amendment shall be reduced to writing and be submitted for
10 ratification to the Board and the Association and signed by both
11 parties.

12 G. Should any condition or provision of this Agreement be found to
13 be in contravention of existing or future laws, statutes or regu-
14 lations, then only that portion of the Agreement which becomes
15 illegal or unenforceable thereby shall become null and void. All
16 other conditions and provisions of the Agreement not specifically
17 or indirectly rendered null and void shall remain in force and effect.

18 H. Nothing contained herein shall be construed to deny or restrict to
19 any teacher such rights as he may have under New Jersey School
20 Laws or other applicable laws and regulations. The rights granted
21 to teachers hereunder shall be deemed to be in addition to those
22 provided elsewhere.

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1 ARTICLE III

2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

3 A. The Board retains to itself and its appointed managers and
4 administrators all rights, authority and responsibilities
5 conferred by law and those commonly associated with their
6 level of direction and control.

7 B. Nothing contained in this Agreement, except those items referred
8 to or specifically identified, shall be interpreted to subordin-
9 ate, waive, preclude or deny the Board or its designated
10 representatives, the right to conduct the business of the
11 College in accordance with current or past practices, policies
12 and procedures including the contract agreement between the
13 Board and the Association, not to perform their responsibilities
14 as custodians of the properties of the College nor to exercise
15 their judgment and decision action to the extent that such actions
16 are not in contravention of the laws or Constitution of the State
17 of New Jersey or of the United States of America.

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1 ARTICLE IV

2 ASSOCIATION RIGHTS AND RESPONSIBILITIES

3 A. General Provisions

- 4 1. The Association shall enjoy such rights and privileges as
5 are awarded by this Agreement and by law.

6 B. Conduct of Association Business

- 7 1. Duly authorized representatives of the Association employed
8 by the College shall be permitted to transact official Associ-
9 ation business on college property when they do not have
10 instructional or office hours or other assigned responsibilities
11 scheduled and provided that such activity does not interfere
12 with the operation of the College.
- 13 2. In recognition of services as a faculty leader and college
14 advisor, the President of the Faculty Association shall be
15 granted 3 points per semester and 2 points per term as part
16 of his/her load during his/her normal contract period. In
17 the event the President is a non-teaching faculty member,
18 s/he will receive supplementary remuneration based on the
19 above points multiplied by the point factor appropriate to
20 his/her academic rank as identified in ARTICLE VI, Section C.4.
21 of this Agreement. In such case, the President of the
22 Association shall fulfill the regular obligations of his/her
23 position and workweek exclusive of time devoted to services as
24 faculty leader and college advisor. Point values granted under

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1 this provision shall not be subject to revaluation as provided
2 in ARTICLE VI, C.3.c.(1).

3 C. Use of College Property

- 4 1. With the prior approval of the President or s/his designee
5 the Association's duly authorized representatives employed
6 by the College may be permitted use of the College facilities
7 and equipment, other than those assigned for their individual
8 use (which shall not require prior approval), at such times
9 and places that will not interfere with, delay or defer any
10 activities or functions of the College.

11 D. Association Liability

- 12 1. The Association will be responsible for payment of all damages
13 to or loss of equipment and facilities due to the fault of the
14 Association. The Association shall supply at its own cost or
15 reimburse the College for stationery and other consumable items
16 required for its use in carrying on the administrative, finan-
17 cial or operational functions of the Association.

18 E. Use of College Mail and Telephone Systems

- 19 1. The Association will be permitted the use of the College
20 communications system including internal mail and telephone
21 systems. In all uses of the mail system for Association
22 purposes, the contents must be identified as originating with
23 the Association and bear the name or signature of an authorized
24 Association representative.

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1 2. Use of the telephone shall be limited to internal use and
2 such outside calls as are in the regular calling area of the
3 College system. Long distance and toll calls shall be paid
4 for by the Association.

5 F. Use of Bulletin Boards

6 1. The Association may post notices on mutually agreeable
7 bulletin boards. All material posted must relate to official
8 business of the Association.

9 G. Payroll Deductions

10 1. Deductions from the payroll of any employee represented by
11 the Association for the purpose of paying dues to a bona fide
12 employee organization shall be made in accordance with N.J.S.A.
13 52:14-15.9(e) and the established business practices of the
14 College.

15 a. All authorizations for such deductions must be submitted,
16 in writing, by each individual member making such
17 authorization on a mutually agreeable form at least
18 thirty (30) days prior to the first deduction.

19 b. Deductions authorized on or before October 15, shall be
20 made in ten (10) equal amounts beginning with the first
21 pay date in December.

22 c. Deductions authorized after October 15th shall be made in
23 six (6) equal amounts beginning with the first pay date
24 in February.

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1 d. Remittance of deductions shall be made to the Association
2 Treasurer by the College Business Office no later than the
3 30th of the month following that in which the deductions
4 were made.

5 e. The following represents eligible employee organizations:

- 6 (1) Burlington County College Faculty Association
7 (2) National Education Association and/or its higher
8 education affiliate
9 (3) New Jersey Education Association and/or its higher
10 education affiliate
11 (4) Association of New Jersey County College Faculties
12 (5) Burlington County School Employees Federal Credit Union

13 H. Nondiscrimination Provisions

- 14 1. The Board reiterates its determination to continue its
15 established policy of prohibiting discrimination against
16 any faculty member on the basis of race, creed, color,
17 religion, national origin, sex, age, marital status or
18 membership or participation in political activities or the
19 lack thereof.
20 2. This determination by the Board is reflected in its adherence to
21 Board Policy #156 and Administrative Procedure #157, Affirmative
22 Action and Equal Opportunity Employment, noted as Appendix C.
23 All required information resulting from implementation of such
24 policy and procedure shall be forwarded in writing to the
25 President of the Association.

1 ARTICLE V

2 APPOINTMENT, RETENTION AND EVALUATION OF

3 INSTRUCTIONAL STAFF

4 A. Appointment of Instructional Staff

5 1. Initial Appointment

6 a. Members of the instructional staff will be appointed in
7 accordance with guidelines established by the Board. In
8 making appointments, the Board of Trustees shall act
9 upon the recommendation of the President, which may
10 be made after consultation with faculty and administrative
11 officials and a designee of the Faculty Association.
12 Initial salaries will be determined on an individual
13 basis by the President or s/his designee.

14 2. Teaching Faculty Contract Year

15 a. The initial contract period for full-time, 10-month
16 teaching staff will include the Fall Semester, Winter
17 Semester and Spring Term or the Summer Term, Fall
18 Semester and Winter Semester. The faculty member's
19 contract period may not be changed without his/her
20 prior written approval.

21 B. Retention of Instructional Staff

22 1. Reappointment

23 a. The Board shall issue renewal contracts to all instructional
24 personnel approved for reappointment not later than

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1 March 15th of each year provided the master agreement has
2 been negotiated, reduced to writing and ratified by both
3 parties at least 15 calendar days prior to that date. In
4 the event such Agreement has not been concluded, then individ-
5 ual contracts shall be issued within 15 calendar days
6 following ratification of such Agreement.

- 7 b. The President of the Faculty Association and the
8 appropriate Division Chairperson and/or Administrative
9 Supervisor shall receive on March 29 or 14 days after
10 individual contracts have been issued, whichever is
11 later, a list, from the Office of the President of the
12 College, of all faculty members who have not returned
13 signed contracts. Failure of instructional personnel
14 to return a signed contract to the Office of the
15 President of the College within 16 calendar days of
16 issuance may be interpreted that reappointment is not
17 desired and that the person has resigned. Exceptions may
18 be made upon written request for extension. Such request
19 must include a specific date by which the instructor will
20 submit the contract which shall not be more than 10
21 calendar days beyond original due date unless otherwise
22 agreed to by the President of the College.

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1 2. Non-reappointment

2 a. In the event the Board does not intend to reappoint a
3 faculty member, notice of non-reappointment, and reasons
4 for such, shall be given, in writing, in accordance with
5 the following schedules:

6 5 - Year Tenure

7 2nd Year Contract - March 15 of 1st year
8 3rd Year Contract - January 15 of 2nd year
9 4th Year Contract - December 15 of 3rd year
10 5th Year Contract - December 15 of 4th year
11 6th Year Contract - November 30 of 5th year

12 b. All such notices are to be given no later than the dates
13 shown, but nothing contained herein shall preclude
14 earlier notice. In the event any date shown above falls
15 on a day when the College is not normally in operation,
16 then such notice shall be given by the regular operational
17 day preceding such date.

18 c. Delivery of such notice shall be made personally to the
19 faculty member affected if s/he is on campus on the
20 required date. In the event such personal delivery is
21 impossible, then certified mail may be used as the
22 delivery agent in which case constructive delivery as
23 evidenced by the date of the certified receipt shall be
24 acceptable.

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1 3. Resignations

2 a. Instructional personnel who wish to resign shall submit
3 such resignation, in writing, to the President of the
4 College at least 60 days prior to the effective date
5 of such resignation.

6 4. Appointment of Adjunct Faculty

7 a. The Board will hire adjunct faculty for teaching
8 assignments under the following conditions:

9 (1) Overload assignments within the regularly
10 scheduled college workweek shall be offered to
11 qualified full-time faculty before any such
12 offerings are made to other staff or non-full-
13 time employees.

14 (2) Such teaching assignment will be restricted to
15 the division or department to which the faculty
16 member is normally assigned unless a chairperson
17 of another division requests otherwise and has
18 common agreement with the faculty member's division
19 or department head.

20 (3) Excluded from this arrangement are all personnel
21 who are not members of the bargaining unit as
22 defined in ARTICLE I of this Agreement.

23 (4) When the number of qualified full-time faculty
24 desiring such course assignments exceeds the
25

1 number of vacancies available, the following
2 sequence of criteria shall apply in making
3 assignments:

- 4 (a) Experience in teaching the course
- 5 (b) Seniority
- 6 (c) Academic preparation
- 7 (d) Rank

8 (5) Full-time counselors shall be offered counseling
9 assignments in excess of their normal workweek
10 before adjunct counselors are employed. Counselors
11 shall be remunerated according to APPENDIX E.

12 (6) No instructor shall be permitted to carry more
13 than 52 load points per semester or 26 points per
14 term without approval of the Vice President for
15 Academic and Student Affairs (VPASA).

16 (7) When ranked instructional personnel below the
17 level of Division Chairperson, whose normal duties
18 are other than teaching, are approved to teach
19 a course and if such teaching is in addition to
20 their regular duties, these personnel shall be
21 compensated on the basis of the application of
22 the same load measurement as applied to 10-month
23 faculty overload using their regular duties as
24 basic load. Such calculations shall be made using
25 the faculty member's 10-month salary and current
faculty rank as provided elsewhere in the Agreement.

1 (8) Payments to personnel thus engaged shall be made
2 on the same schedule as adjunct and overload
3 payments.

4 (9) When overload or adjunct positions have been filled
5 in accordance with the above procedure and positions
6 are still available, the Board shall make every
7 attempt to hire qualified persons committed to
8 the systems approach. Otherwise, the Board shall
9 be free to exercise its independent judgment in
10 the selection of adjunct faculty to teach all
11 credit and non-credit courses.

12 b. When offered an overload, a faculty member must decide
13 whether to accept or reject such offer within three (3)
14 working days or one (1) week before course begins,
15 whichever is later. Rejection shall release the Board
16 from further obligation to offer overload to that
17 faculty member during the semester or term in which
18 rejection takes place and to permit offer of such
19 rejected course(s) in accordance with Paragraph 4.a.(9)
20 above.

21 C. Contract Content

22 1. The official contract shall include:

23 a. The dates for which the appointment is effective
24 (contract period)

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- 1 b. The salary
- 2 c. Academic rank
- 3 d. The division or department to which s/he is assigned
- 4 2. When known, other specific activities for pay (coaching, etc.)
- 5 which are expected of the faculty member will be included
- 6 in a supplementary contract.

7 D. Summer Assignments

- 8 1. Teaching or other supplemental summer term assignments for
- 9 personnel on regular 10-month contracts shall be considered
- 10 for those represented staff members who apply for them in
- 11 accordance with the following procedures:
- 12 a. Applications for summer teaching, counseling, librarian
- 13 or similar work will be accepted only during the period
- 14 March 15th to April 15th.
- 15 b. Applicants must state the course(s) they are willing
- 16 and qualified to teach or work they are qualified to
- 17 perform.
- 18 c. Based on the number of student applicants, past enroll-
- 19 ment experience and projected enrollments, tentative
- 20 summer teaching appointments will be made no later than
- 21 two weeks prior to the first day of classes.
- 22 d. Summer non-teacher appointments based on identified skills
- 23 needed will be offered to qualified personnel not later
- 24 than two weeks prior to the beginning of the scheduled

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1 contract period.

2 e. The faculty member to whom such appointments are offered
3 will notify the respective Division Chairperson or
4 Administrative Supervisor of acceptance or rejection
5 not later than one week prior to the start of classes
6 or supplemental contract period.

7 f. At the close of regular registration the VPASA will
8 determine these courses which have sufficient enroll-
9 ment. A course not considered to have sufficient
10 enrollment should not be cancelled prior to consultation
11 with the faculty member intended to teach that course.

12 g. From among those qualified personnel who applied to
13 teach course, final assignments will be made according
14 to the following priority:

15 (1) Full-time faculty members

16 (2) Adjunct faculty members

17 h. When the number of qualified full-time represented
18 personnel desiring supplemental summer employment
19 exceeds the number of vacancies available, the following
20 sequence of criteria shall apply in filling vacancies:

21 (1) Experience in teaching the course or performing

22 the needed specific task at Burlington County College

23 (2) Seniority

24 (3) Academic preparation

25 (4) Rank

1 i. No teaching faculty member shall be permitted to teach
2 more than two (2) courses in supplemental terms unless
3 all qualified full-time faculty in his/her subject
4 field desiring supplemental teaching assignments have
5 been employed.

6 E. Learning Resources Personnel and
7 Curriculum Coordinators

- 8 1. Represented personnel in the Division of Learning Resources
9 and Coordinators in the instructional divisions shall have
10 the option of receiving 10- or 12-month contracts for the
11 life of this Agreement. Under either option, these personnel
12 shall work a 37-1/2 hour workweek except Coordinators whose
13 work schedule shall be determined by mutual agreement with
14 their Division Chairperson.
- 15 2. These contract periods may not be changed except by mutual
16 agreement between the applicable Division Chairperson or
17 Administrative Supervisor and the person concerned.
- 18 3. Personnel who accept the 12-month contracts shall be subject
19 to the official college calendar and workdays applicable
20 to personnel employed on a year-round basis and salaries
21 payable under such contracts shall be in accordance with
22 provisions found in ARTICLE VI of this Agreement.
- 23 4. Supplementary contracts covering periods other than that
24 provided in the 10-month contract referred to in Paragraph 1,

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1 may be offered to represented personnel at any time that
2 anticipated need is identified. Compensation for such
3 supplementary contracts shall be on an actual worked day
4 rate to be calculated on the basis of the regular 10-month
5 contract salary applicable to the period during which the
6 work is performed. Daily rates are determined by dividing
7 the 10-month contract salary by 182.

- 8 5. Represented personnel shall have the right to accept or
9 reject such offers of supplementary contracts provided that
10 such decision must be made and communicated to the applicable
11 supervisor no later than one week after such contract is
12 offered.

13 F. Reduction in Staff

- 14 1. Whenever it is necessary to decrease the number of instructional
15 staff because of insufficient funds or a substantial decrease
16 of student population within the College, the Board of Trustees,
17 upon recommendation of the President, may cause the necessary
18 number of staff, beginning with non-tenured persons in
19 reverse order of college service in specific subject matter
20 and organizational areas of the College to be placed on leave
21 of absence without pay. No teacher placed on a leave of
22 absence shall be precluded from securing other employment
23 during the period of such leave of absence.

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1 2. Each individual placed on leave of absence shall be reinstated
2 according to the needs of the College as related to demands
3 within specific areas. Such reemployment shall not result
4 in a loss of status or credit for previous years of service.
5 No new appointments shall be made while there are available
6 persons on leave of absence who are 65 years of age or less
7 and who are adequately qualified to fill the vacancy unless
8 such persons shall fail to advise the President, within
9 thirty days from the date of notification by certified mail
10 from the President that positions are available to them,
11 that they will return to employment and will assume the
12 duties of the position to which appointed not later than
13 the beginning of the college year next following the date
14 of said notice by the President.

15 G. Evaluation of Personnel

- 16 1. The Board retains its right to establish policy governing
17 the evaluation of instructional personnel in the performance
18 of their assigned contractual positions. Toward this end,
19 the Board and the Association agree that the EPRA document
20 (revised March 1974) will be a part of this Agreement and
21 attached as Appendix B.
- 22 2. There will be established a joint EPRA Committee to study
23 and recommend changes that are to be agreed to and incor-
24 porated in the contract. Implementation will be consistent
25 with the evaluation procedure.

1 H. Miscellaneous Provisions

2 1. In the event it becomes necessary to hire a full-time faculty
3 member for less than a 10-month period, s/he shall be paid
4 on a prorated basis for that period of time which s/he is
5 employed. S/he shall be accorded all privileges of a
6 full-time faculty member.

7 2. No adjunct faculty member shall be assigned a full teaching
8 load.

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1 ARTICLE VI

2 CONDITIONS OF EMPLOYMENT

3 A. Teaching Load

- 4 1. Based on the formula detailed in Appendix A, the normal
5 teaching load of a faculty member under a 10-month contract
6 during the 1975-1979 contract period will be expressed in
7 terms of 90 points. Performance of this obligation will be
8 discharged within the contract period specified on the
9 individual contract. Any alternatives will comply with those
10 specified herein.
- 11 2. Due to potential variables in point load from semester to
12 semester within the contract period, a faculty member shall
13 have met his contract requirement when credited with 87-90
14 points and no variance in salary payment shall be made under
15 these conditions.
- 16 3. Points are accumulated on the basis of values determined to
17 apply to each of four factors: Preparation, Contact, Student
18 Evaluation, plus Special Assignments, if applicable.
- 19 4. Faculty Load Summaries will become a part of the faculty
20 member's Division Chairperson's file and will be submitted
21 to such functions of the College as shall be necessary to
22 establish and validate adequate payroll records.
- 23 5. In the event of a conflict of interpretation of load value
24 between a faculty member and his/her Division Chairperson,
25 each shall request a faculty member and a Division Chairperson,

- 1 respectively, from another division to review the load calcu-
2 lation in dispute and to decide on the correct interpretation.
- 3 6. It is not the intent of this formula to increase a faculty
4 member's load above that of his/her 1970-71 contract year.
- 5 B. A full-time counselor load will consist of 10 points per semester
6 and 5 points for the Spring term as set forth in Appendix E.
- 7 C. Overload and Underload
- 8 1. Normal load for a 14-week semester is defined as 36 points
9 while normal load for a 7-week term when part of a regular
10 10-month contract is defined as 18 points.
- 11 2. Overload may be earned by any of the following methods:
- 12 a. Accumulation during the Fall Semester of more than
13 36 points.
- 14 b. Accumulation during the Fall and Winter Semesters of
15 more than 72 points.
- 16 c. Accumulation during the Fall, Winter and Spring or Summer,
17 Fall and Winter Semesters of more than 90 points.
- 18 3. Overload points are accumulated by application of the Load
19 Formula as outlined in Appendix A of this Agreement.
- 20 a. Accumulation of total load shall begin with a base
21 representing all points applicable to non-teaching activities.
- 22 b. To this base shall be added, in a sequence to be determined
23 by the faculty member, the individual course point values
24 as determined by use of the Instructional Load Analysis form.
- 25 c. If the total points thus accumulated exceeds the semester or

1 term basic point requirements as referenced in Par. 1.,
 2 the faculty member shall be entitled to be paid for such
 3 excess points at a rate which shall be the greater of
 4 (1) Total points over 36 (or 18) multiplied by .67 with
 5 the product multiplied by the faculty member's
 6 applicable rank rate as determined in Par. 4. herein,
 7 or
 8 (2) Course rate applicable to Senior Adjunct Faculty
 9 Member of equal faculty rank for full course loads
 10 above 36 (or 18) or a proportionate amount where
 11 excess does not equate to full course value.

12 4. Overload shall be paid at the greater of the following rank
 13 rates per point earned during the contract years indicated:

	<u>FY76</u>	<u>FY77</u>	<u>FY78</u>
14 a. Instructor - 10-month salary + 103 or \$139	\$155	\$165	
15 b. Asst. Prof. - 10-month salary + 103 or \$153	\$167	\$182	
16 c. Assoc. Prof. - 10-month salary + 103 or \$166	\$181	\$197	
17 a. Professor - 10-month salary + 103 or \$179	\$195	\$213	

18
 19 5. Payment of one-half of the earned overload shall be made on
 20 the regular payroll date after submission of mid-semester
 21 grades and the balance shall be paid on the regular payroll
 22 date following submission of final grades.

23 6. Underload shall be prevented to the extent that the College
 24 shall provide the faculty member with sufficient work to
 25 earn not less than 35 points in each of the Fall and Winter

1 Semesters and 17 points in the Spring or Summer Terms as
2 provided in individual contracts. Underload for counselors
3 shall be prevented to the extent that the College shall
4 provide each counselor with sufficient work to constitute
5 a basic load.

6 7. All calculations and provisions of this section and its
7 paragraphs shall become effective with the Summer Term of
8 the 1975-76 academic year.

9 D. Contract Alternatives

- 10 1. Faculty members may discharge their total contractual
11 responsibilities by earning not less than 87 or more than
12 90 points during any full scheduled semesters or terms of
13 his/her individual contract.
- 14 2. Application to complete contract requirements in less than
15 ten months as provided in Par. D.1. must be received by the
16 applicable Division Chairperson and the VPASA not less
17 than 30 days prior to the start of the first semester or term
18 of the contract period. Response to such applications will be
19 transmitted, in writing, within 15 days of receipt.
- 20 3. Faculty members approved for such alternative shall not exceed
21 25% of the total contracted faculty as of the beginning of the
22 academic year and such arrangements shall be considered in
23 the order in which applications are received.
- 24 4. Faculty choosing and approved for this method of contract
25 performance will be paid on the same schedule as all 10-month

1 contract personnel, even though their actual performance term
2 may be reduced by the terms and conditions of this alternative.

3 5. If a faculty member chooses and is approved for the alternate
4 and accelerated method of meeting his contract performance
5 requirements, the Board shall be under no obligation to
6 provide additional employment during that term (Spring or
7 Summer) which, as a result of such acceleration, leaves the
8 teacher free to pursue his originally stated objectives.

9 E. Summer or Spring Term Load under Supplemental Contracts

- 10 1. When the Summer or Spring Term are not part of a faculty
11 member's regular 10-month contract and where such instructor
12 is offered and accepts a Summer or Spring Term assignment,
13 the load for such assignment shall be calculated under the
14 same formula as provided herein, but cumulative points shall
15 be revalued to 75% of their total.
- 16 2. The normal Summer or Spring Term load under supplemental
17 contracts shall total 17-18 points and an instructor shall have
18 met supplemental contract requirements when credited with
19 such points.
- 20 3. The faculty member may choose, as most beneficial alternate,
21 to be paid at the applicable Senior Adjunct Faculty Member rate
22 multiplied by the total semester credit hours course load (plus
23 any excess contact hours) of his supplemental contract.
- 24 4. Total number of load formula points per course for Spring and

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1 Summer teaching shall be at the same rate as if the course
2 were being taught during the 14-week Fall or Winter Semester.
3 In the event fewer tests are being given during the Spring or
4 Summer Terms, the point values for evaluation will be
5 determined on a pro rata basis.

6 5. Payments for supplemental Spring or Summer Term contracts
7 shall be on the basis of calculated load points times dollar
8 value as determined by the process described in Paragraph C.4.
9 of this ARTICLE and paid on the same type of schedule as
10 defined herein.

11 6. Payment of contract amounts due under these provisions shall
12 be in accordance with the payroll calendar in effect for all
13 personnel of the College. See Appendix D.

14 F. Exceptions

15 1. Due to the experimental nature of this method of work
16 measurement, it is agreed that periodic evaluations of its
17 effectiveness may take place during the life of this contract,
18 but that such discussions will not result in any changes,
19 deletions, substitutions or variations in the basis or method
20 of application of the formula during the period July 1, 1975 to
21 June 30, 1979.

22 G. Grievability

23 1. For the purpose of these evaluations, no determination reached
24 hereunder shall be grievable.

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1 H. Office Hours

- 2 1. Each faculty member should schedule no fewer than five (5)
3 hours per week when s/he will be available for consultation
4 with students. Such hours shall be in addition to his/her
5 scheduled classes and may not conflict with any college-wide
6 function at which s/his attendance is required.
- 7 2. Not later than fifteen (15) days after the beginning of a
8 semester or term, a schedule of these hours will be posted on
9 the faculty member's door and furnished to the clerical staff
10 in s/his office area and to s/his Division Chairperson.

11 I. Instructional Workweek

- 12 1. The official college day is 8:00 AM to 10:30 PM, Monday through
13 Friday. Full-time instructional staff, including Student
14 Development Specialist, may receive assignments during this
15 period. However, any assignment after 4:30 PM will not be made
16 without the prior approval of the faculty member.
- 17 2. Every effort will be made to ensure that (1) the normal
18 individual workday falls within an eight hour period and that
19 the regular assignments of instructional personnel are fulfilled
20 within a five day week; (2) there be no more than four (4)
21 hours between the end of one class and the beginning of the
22 next class; (3) where the instructor's schedule includes
23 classes both before noon and after noon, at least one hour
24 between 11:30 AM and 2:30 PM shall be unassigned unless the
25 instructor agrees to the contrary; (4) no teacher shall teach

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more than three (3) consecutive courses and (5) the individual schedule shall not include more than two (2) nights per week.

3. When an evening assignment is made part of the faculty member's teaching schedule, there shall be at least twelve (12) hours between the end of that class and the beginning of the first class the next day.
4. No faculty member shall be assigned to classes held on Saturday or Sunday without his or her prior written permission.
5. When extenuating circumstances affecting course or class scheduling require deviations in the working hours, number of evening classes or days to be worked as referenced herein, such changes shall be mutually agreed to by the faculty member(s) affected, s/his Division Chairperson, a representative of the Faculty Association and the VPASA.
6. Librarians with teaching responsibilities may have the number of hours in their normal workweek reduced by their immediate supervisor based on the proportion of time devoted to teaching.
7. Personnel scheduled to work a 37 1/2 hour week shall, upon prior approval of the appropriate supervisor to work overtime, be compensated for hours in excess of 37 1/2. Such compensation shall be a straight hourly rate for hours under 40 and at one one-half hourly rates for hours in excess of 40.

1 J. Switching Assignment

- 2 1. With the approval of the VPASA or s/his designee, instructional
3 personnel may be allowed to switch assignments provided they
4 were scheduled to teach a similar course and are qualified for
5 the substitute assignment.

6 K. Attendance at College-wide Functions and Meetings

- 7 1. Faculty shall not be required to attend more than one college-
8 wide function (excluding faculty meetings) each semester.
9 Faculty members shall be given at least two weeks notice of
10 events which they are required to attend.
11 2. Faculty shall be given at least two weeks notice of academic
12 events (faculty meetings, colloquia, etc.) which they are
13 required to attend. These events shall not exceed three (3)
14 per semester.
15 3. Faculty members attending these functions for which academic
16 attire is required shall have said attire provided for by the
17 college at no cost to the faculty.

18 L. Miscellaneous

- 19 1. The Board shall provide clerical support to meet the needs of
20 the academic personnel as agreed to by the Division Chairperson.
21 2. The College shall compensate for privately owned automobile
22 travel expenses incurred by an instructor assigned a teaching
23 assignment off-campus at the rate of 12¢ per mile, unless an
24 instructor carries \$100,000/\$300,000 liability insurance,

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1 then he will receive 14¢ per mile. This shall be followed
2 whether the assignment is an overload or part of the
3 instructor's regular load. The Board shall compensate travel
4 expenses incurred by a faculty member on authorized field
5 trips and other off-campus instructional activities.

6 3. Within the current facilities of the College Center, Physical
7 Education Center and East Campus Center, the Board shall
8 provide each instructor with a private office therein,
9 equipped with a telephone, desk, bookcase, filing cabinet and
10 chairs. No faculty member shall be relocated without his/her
11 prior approval.

12 4. At the inception of each semester or when appropriate, the
13 Board shall provide each instructor with the necessary office
14 and instructional supplies and learning resources support
15 subject to budgetary limitations and approval of s/his
16 Division Chairperson to meet the needs of the students within
17 the instructional area.

18 5. The Board shall provide, at no charge, a parking space for
19 each faculty member and shall forbid students to park there.
20 The number of spaces shall be at least equal to the number of
21 staff members and shall be clearly marked and lighted. There
22 shall be no special parking privileges extended to any member
23 of the staff except for reasons of health. Faculty shall at
24 all times adhere to the current parking and traffic regulations

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1 of the College. The Board shall provide security protection
2 for faculty cars while parked on college property. Faculty
3 members who are ticketed for traffic violations shall have
4 full right of appeal through the established exceptions and
5 appeals procedures.

6 6. Teaching of non-credit courses will be optional with the
7 faculty member.

8 7. Faculty members on 10-month contracts shall not be required
9 to participate in meetings, committee work, etc., during
10 periods not covered by their contracts. Any faculty member
11 who does participate in any of the above mentioned
12 activities at the College's request shall be compensated at
13 a daily rate according to his/her work and salary. Nothing
14 herein shall preclude a faculty member from voluntary
15 participation in such activities.

16 8. Work assignments at locations other than the Pemberton Campus
17 may be made by mutual agreement of the faculty member(s)
18 involved and their Division Chairperson.

19 M. Salaries

20 1. Salaries for the 1975-76, 1976-77, 1977-78 contract year for
21 represented personnel shall be as follows:

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a. Each faculty member shall receive the indicated increase amount for the salary range bracket in which s/his FY 75 base salary falls.

<u>Salary Ranges</u> <u>Brackets FY '76</u>	<u>Increase</u> <u>Amount</u>
\$ 9,500-\$11,500	\$1,215
\$11,501-\$13,500	\$1,165
\$13,501-\$15,500	\$1,115
\$15,501-\$17,500	\$1,065
\$17,501-\$19,500	\$1,023

<u>Salary Ranges</u> <u>Brackets FY '77</u>	<u>Increase</u> <u>Amount</u>
\$10,715-\$12,715	\$1,425
\$12,716-\$14,665	\$1,375
\$14,666-\$16,615	\$1,325
\$16,616-\$18,565	\$1,275
\$18,566-\$20,523	\$1,248

<u>Salary Ranges</u> <u>Brackets FY '78</u>	<u>Increase</u> <u>Amount</u>
\$12,140-\$14,140	\$1,530
\$14,141-\$16,040	\$1,480
\$16,041-\$17,940	\$1,430
\$17,941-\$19,840	\$1,380
\$19,841-\$21,771	\$1,355

b. Maximums	<u>1975-76</u>	<u>1976-77</u>	<u>1977-78</u>
(1) Instructor	\$14,560	\$15,142	\$15,748
(2) Asst. Prof.	\$17,160	\$17,846	\$18,560
(3) Assoc. Prof.	\$20,280	\$21,091	\$21,935
(4) Full Prof.	\$23,400	\$24,336	\$25,309

c. No member of the unit will exceed the respective maximum established for each rank (Par. b.).

d. The increases listed in Par. a. shall apply to all members of the unit whether they are employed under a 10- or 12-month contract.

- 1 2. All salary increase shall be upon the recommendation of the
2 President based upon satisfactory evaluation including
3 evidence of professional commitment to the instructional systems
4 approach which is defined as the application of a systematic
5 instructional model to the development, implementation and
6 evaluation of each course. The basic system requires that
7 each teacher:
- 8 a. Specify instructional objectives in terms of learning
9 outcomes (student performance).
 - 10 b. Develop definite strategies leading to the achievement
11 of these outcomes.
 - 12 c. Evaluate student performance by methods that will
13 determine the extent to which the outcomes have been met.
 - 14 d. Utilize evaluation results and other appropriate feedback
15 data to modify for improvement to the first three elements.
 - 16 e. Where appropriate and mutually agreed upon by faculty
17 member and Division Chairperson, concurrent alternate
18 instructional strategies will be developed to provide
19 students some choice in learning pathways leading to
20 achievement in order to individualize learning experiences
21 to meet the needs of a heterogeneous student population.
- 22 3. Sponsorship of all student clubs and organizations shall be on
23 a voluntary basis, and optional with faculty members. Faculty
24 members who are employed with the understanding that they will

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1 be responsible for coaching or sponsoring the following
2 activities or who, subsequent to employment, agree to assume
3 such responsibilities shall be compensated within the
4 following ranges:

5	a. Basketball	\$1,200 - 2,000	Head Coach
6	b. Baseball	\$1,200 - 2,000	Head Coach
7	c. Soccer	\$1,200 - 2,000	Head Coach
8	d. Wrestling	\$1,200 - 2,000	Head Coach
9	e. Cross County	\$ 640 - 1,000	Head Coach
10	f. Tennis	\$ 640 - 1,000	Head Coach
11	g. Golf	\$ 640 - 1,000	Head Coach
12	h. Field Hockey	\$ 640 - 1,000	Head Coach
13	i. Newspaper	\$ 640 - 1,000	Sponsor-per semester
14	j. Cheerleading	\$ 640 - 1,000	Head Coach
15	k. Theatre	\$1,200 - 2,000	Sponsor
16	l. Trainer	\$1,200 - 2,000	
17	m. Fencing	\$ 640 - 1,000	Head Coach
18	n. Swimming	\$1,200 - 2,000	Head Coach
19	o. Literary Magazine	\$ 200	Sponsor

- 20 4. With the approval of the VPASA, the Chairperson of the
21 Division of Health, Physical Education and Athletics, and the
22 appropriate Head Coach, Assistant Coaches when appointed, shall
23 be compensated at rates not exceeding 50% of those paid the
24 Head Coach as mutually agreed upon between the Assistant Coach

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1 and the Chairperson of the Division of Health, Physical
2 Education and Athletics.

- 3 5. Supplements for activities identified in Paragraph 3. shall be
4 compensated in the 1975-76, 1976-77 and 1977-78 Contract periods
5 at the amounts stipulated in the memorandum of agreement dated
6 January 19, 1976, Re - Coaches Salaries. The increases contain-
7 ed there as well as the others in the Paragraph 3. above reflect
8 an increase of 8% for 1975-76 and 9% for 1976-77 and 1977-78.

9 N. Method of Payment

- 10 1. All payments will be in conjunction with regularly scheduled
11 pay dates.

12 O. Promotion in Rank

- 13 1. The following increments will be granted upon promotion in
14 academic rank for the contract period indicated:
- | | |
|---|-------|
| 15 a. Instructor to Asst. Professor | \$400 |
| 16 b. Asst. Professor to Assoc. Professor | \$500 |
| 17 c. Assoc. Professor Professor | \$600 |
- 18 2. When a promotion in rank is granted, the new academic year
19 salary will be computed by adding any contracted increase
20 and the promotional increase in that order.

21 P. Summer Fellowships

- 22 1. Since the college is committed to the concept faculty fellow-
23 ships a sum of money will be placed into the operating budget
24 each year to remunerate faculty who are selected for these

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1 fellowships. The recipients of and remuneration for any
2 individual fellowship shall be recommended by a joint faculty -
3 Administrative Fellowship Committee to the VPASA and the
4 President for their actions. When financial limitations
5 require the deletion of such funds from the budget the college
6 will make a reasonable effort to fund fellowships from
7 alternate sources of income.

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1 ARTICLE VII

2 FACULTY BENEFITS

3 A. Leaves and Absences

4 1. General Provisions

5 a. All leaves, with or without pay, are subject to approval
6 of the Board.

7 b. All applications for leave must be in writing to the
8 Division Chairperson with copies to the VPASA and the
9 President, and submitted sufficiently in advance of the
10 desired effective date to provide for approval processing.
11 Exceptions to this provision may be made in case of illness,
12 family death, or national, state or local emergencies.
13 Application must fully explain purpose and duration of
14 leave and include appropriate substantiation.

15 c. Employee must present pre-employment physical fitness
16 certificate before returning from leaves which involved
17 travel outside the continental United States.

18 d. Requests for long-term leave for education, experiential
19 or enrichment purposes must clearly demonstrate common
20 benefit to the College and the individual.

21 B. Types of Leaves and Absences

22 1. Sick Leave Salary Continuation Plan

23 a. Effective July 1 of each contract year, the Board will
24 establish a salary continuation pool at the rate of ten

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1 (10) days per contract year for each full-time faculty
2 member on the payroll as of the first pay date of the
3 contract period. Additional credits to such pool may be
4 continued at this rate without limit provided such program
5 shall be sustained by subsequent Agreements.

6 b. Charges against the pool shall be made for any day's
7 absence due to personal, non-employment related accident
8 or illness of a faculty member whose employment shall
9 have created a credit to the pool.

10 c. Should the absence, due to illness referenced in Par. b.,
11 not require the cancellation of a class or classes of the
12 absent instructor due to the voluntary provisions of a
13 qualified substitute instructor from the same division and
14 with notice to and approval of the appropriate Division
15 Chairperson, then in such case, no charge shall be made
16 against the pool.

17 d. Single incident charges against the pool in excess of
18 five (5) consecutive days shall require the provision of
19 a medical certificate indicating the nature and dates of
20 claimed illness and approval of the instructor's return
21 to normal duties.

22 e. Absences not covered by qualified substitute, as provided
23 in Par. c., will be reported on a form provided by the
24 Personnel Department and shall bear the recognition and

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1 approval of the Division Chairperson. Record of such
2 absences may be recorded jointly by the Association and
3 the Board. Within 30 days after the end of the contract
4 year, the Board shall provide a settlement report,
5 itemizing all credits and charges made to the pool and the
6 remaining available balance.

7 f. As long as an unused balance remains in the pool, no faculty
8 member shall suffer loss of pay due to absence for illness
9 as prescribed herein. No charges may be made against the
10 pool for absences other than the personal illness of the
11 faculty member.

12 g. Faculty members, who are employed subsequent to the
13 beginning of the contract year, shall have credited to the
14 pool a number of whole days equal to the extent that s/his
15 individual contract is less than 10 months.

16 h. No claim for compensation of unused salary continuation
17 credits shall be made by an individual faculty member or
18 by the Association either on its own behalf or on behalf of
19 any member or group of members. In the event a statute is
20 enacted that would allow an individual to use personal
21 accumulated sick leave upon retirement, then this clause
22 shall be amended to conform to the said statute.

23 i. No claim for pool credits shall be made by any faculty
24 member whose absence is due to a workmen's compensation

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1 injury or illness as prescribed by law nor who is eligible
2 for long-term disability compensation as provided by the
3 applicable retirement program of which the instructor is
4 a qualified member.

5 j. In the event a faculty member shall desire to claim
6 against the pool by reason of her pregnancy, such claim
7 shall be permitted only upon submission of a statement
8 from a physician verifying the fact of pregnancy, setting
9 forth the anticipated date of delivery and the date after
10 which the faculty member should not continue active employ-
11 ment. After the termination of pregnancy, the faculty
12 member shall be entitled to claim against the pool only so
13 long as her physician certifies that she is unable to
14 return to her employment. In no event shall a faculty
15 member be entitled to claim against the pool for absence
16 occasioned solely for child rearing after she is medically
17 able to return to work. The Board reserves the right to
18 request the faculty member to be examined by a physician
19 designated by the Board at its expense.

20 2. Personal Leave

21 a. Leave with pay, not to exceed three (3) days per fiscal
22 year, may be granted for personal needs which cannot be
23 satisfied outside of normal working hours. Upon five (5)
24 day's notice, in writing, such leave shall be granted by the
25 Division Chairperson.

1 3. Sabbatical Leave

2 The Sabbatical Leave program at Burlington County College is in
3 recognition of significant service and to provide an individual
4 with the opportunity for professional development through study,
5 travel, research or other intellectual pursuits which will
6 enrich or improve his/her performance at the College. A
7 candidate for sabbatical leave shall have served seven (7)
8 consecutive years at Burlington County College. All decisions
9 relating to sabbatical leaves are subject to the availability
10 of funds and the provisions contained herein. The decision of
11 the Board in this matter is final and binding.

12 a. Conditions

13 (1) LENGTH OF SABBATICAL COMPENSATION

14 Fall Semester Only	Full Salary Rate
15 Winter Semester Only	Full Salary Rate
16 Winter Semester & Spring Term	Two-Thirds Salary Rate
Fall & Winter Semester	
& Spring Term	One-Half Salary Rate

- 17 (2) Acceptance of a sabbatical obligates the recipient to
18 return to service at the College for at least one year
19 following the leave. Failure to return for one year
20 of service obligates the recipient to refund all salary,
21 paid under the terms of the sabbatical, to the College.
- 22 (3) Accrual of service credits shall continue in effect
23 during the period of absence. Continuation of benefits
24 shall be in accordance with applicable division of

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1 pension regulations. Upon return from leave, the
2 instructor shall be placed in the same or similar
3 position which s/he held and at the same salary
4 which s/he would have attained had the leave not been
5 taken.

- 6 (4) The recipient may accept a grant, stipend, fellowship
7 or similar money usually associated with graduate or
8 post-graduate study. The receipt of such money should
9 be reported by the instructor as part of the final
10 sabbatical leave report. Employment during the
11 sabbatical leave for the sole purpose of increased
12 income is incompatible with the purposes of the
13 program

14 b. Application

- 15 (1) Application for Sabbatical Leave shall be made in
16 writing to the Division Chairperson with copies to the
17 VPASA and to the President so as to be received by the
18 President no later than February 1 of the year preceding
19 the year in which the leave is to occur.

- 20 (2) Letters of Application will include

21 (a) leave objectives of the candidate stipulating
22 planned personal and professional development
23 activities and outcomes.

24 (b) A statement as to how the sabbatical will help the

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1
2 person contribute to the development of the total
3 College instructional program.

4 c. Selection

5 (1) A Sabbatical Leave Committee shall be established in
6 order to make recommendation to the President. The
7 Committee shall consist of:

8 The Vice President for Academic and Student Affairs

9 Two Division Chairpersons

10 Three faculty appointed by the Association

11 One faculty appointed by the President

12 (2) The Board will make its final decision no later than
13 March 31 of the prior year.

14 d. Miscellaneous

15 (1) No more than 7% of the faculty may be on sabbatical
16 leave at any one time, and no more than two people
17 from any division larger than ten faculty, or no more
18 than one person in any smaller division, may be on
19 sabbatical at any one time.

20 (2) No one is eligible for a second sabbatical until
21 at least five consecutive years following the
22 conclusion of the first leave and until all eligible
23 and qualified faculty have had an opportunity to apply
24 for a first leave.

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1 4. Bereavement Leave

- 2 a. Instructional personnel shall be entitled to three (3) days
3 leave with pay upon the death of a member of his immediate
4 family. Immediate family is interpreted as spouse,
5 children, sibling, parents, grandparents, foster parents,
6 step-parents, stepchildren, parent or grandparent of spouse.
7 b. Bereavement leave for other relatives is limited to one (1)
8 day with pay.
9 c. Upon request, additional days may be granted by the
10 President without loss of pay.

11 5. Jury Duty or Legal Leave

- 12 a. Full-time instructional personnel, who are summoned and
13 report for jury duty or are subpoenaed and report as a
14 witness in any judicial hearing shall be granted leave of
15 absence upon presentation of venue order or subpoena.
16 College will pay the difference between jury duty allowance
17 or witness fees and regular salary for required period of
18 absence.

19 6. Military Leave

- 20 a. Military leave without pay shall be granted to any faculty
21 member who shall be inducted or enlist for one (1) enlist-
22 ment period in any branch of the Armed Forces of the United
23 States.
24 b. Leave shall be granted without pay to enable a faculty

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1 member to fulfill Reserve or National Guard commitments.

2 c. All reemployment rights provided by existing or enacted
3 legislation shall accrue to such faculty member.

4 7. ShortTerm Leave (less than one year)

5 a. Applications for leaves without pay of less than one year's
6 duration may be submitted to the Division Chairperson
7 in accordance with the general provisions of Section A of
8 this Article after completion of not less than six months
9 service.

10 b. The leave when granted, shall not exceed the time specified
11 in the authorization and upon return, the staff member shall
12 be placed at the same salary which was in effect at the
13 beginning of such leave, unless a new individual contract
14 has been offered and accepted during the period of absence.

15 c. Upon application, an extension of short term leave may be
16 approved by the President.

17 8. Long Term Leave (one year or longer)

18 a. Instructional staff members are eligible for leave of absence
19 without pay after one (1) academic year of service to the
20 College. Long term leave is defined as a period of one
21 year or longer.

22 b. Application for such leave shall be made in writing and
23 addressed to the Division Chairperson, with copies to the
24 President and the VPASA by March 15th preceding the beginning
25

1 of the contract period for which the leave is desired. The
2 application must be accompanied by a statement of the reason
3 for the leave of absence.

4 c. The application for a leave of absence will be considered
5 on its individual merit and circumstances and the determin-
6 ation of whether or not the request shall be granted rests
7 solely on the discretion of the President. A request for a
8 leave of absence shall be answered by the President within
9 thirty (30) days. An authorization for a leave of absence
10 shall be in writing.

11 d. A leave of absence, when granted, shall not exceed the time
12 specified in the authorization. Such leaves of absence may
13 be extended at the discretion of the President, but written
14 authorization is required in such cases.

15 e. Upon return from such approved leave of absence, the staff
16 member shall be placed at the position on the salary sche-
17 dule held at the time the leave of absence began. In the
18 case of having been approved for a new contract, prior to
19 the beginning of such leave, he shall return at the rank and
20 salary specified in such contract offer. Accrual of such
21 leave or other benefits or continuity of service credit shall
22 not occur unless specifically provided in the leave agree-
23 ment. Exceptions may be made by the President in the case of
24 faculty members who qualify for higher rank and/or salary by
25 virtue of the nature of the activity performed while on leave.

1 9. Exchange Teaching Leave

2 a. A paid leave of absence for one (1) academic year may be
3 granted to a faculty member upon approval of the Board for
4 the purpose of participating in an exchange teaching
5 program in other states, territories or countries or a
6 cultural program related to s/his academic discipline
7 when such program includes the provision of an acceptable
8 teacher to replace the one on exchange leave. All regular
9 benefits and accrual of service credit shall continue in
10 effect during the period of absence. Upon return from leave,
11 the instructor shall be placed in the same salary which he
12 would have attained had the leave not been taken.

13 b. All other provisions of the long-term leave of absence
14 procedures contained in Par. 8.a. through d. of the ARTICLE
15 shall apply equally and universally to an exchange teaching
16 leave.

17 10. Extension of Leave

18 a. Upon application, the Board may authorize an extension
19 to an instructor's existing leave. Application for this
20 extension should be made in writing, to the Board with
21 copies to the Division Chairperson and VPASA, 60 days
22 prior to the termination of the existing leave.

23 11. Vacation Leave - 12-Month Personnel

24 a. All personnel employed on a full-time, 12-month basis

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1 shall accrue vacation leave with pay at the rate of
2 1 2/3 workdays per month.

3 b. Vacation entitlement shall be computed on the following
4 basis:

5 (1) Years of employment are determined by twelve (12)
6 actual months of employment from effective date of
7 employment.

8 (2) Employment prior to the sixteenth of any month shall
9 count a month of employment. Termination after the
10 fourteenth day of any month shall count a month of
11 employment.

12 (3) Employment after the fifteenth day of any month shall
13 not be counted a month of employment. Termination
14 prior to the fifteenth of any month shall not be
15 counted as a month of employment.

16 c. Vacation periods are to be approved by an individual's
17 immediate supervisor.

18 d. Vacation leave may be taken during any month following
19 its accrual, unless otherwise approved by the President.

20 e. In the event of employee termination, the employee shall
21 be paid for any unused accrued vacation time up to and
22 including the date of termination not to exceed a maximum
23 of twenty (20) days.

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- 1 f. While on leave for injury in line-of-duty, an employee may
2 accrue vacation.
- 3 g. No advance issuance of checks will be permitted for those
4 taking vacation leave; however, arrangements may be made
5 to have checks mailed to them.
- 6 h. Time and length of vacations within accrued limits are to
7 be determined between the employee and his/her supervisor.
8 Maximum vacation may not exceed twenty (20) consecutive
9 workdays without approval by the President.
- 10 i. A twenty (20) consecutive workday vacation shall constitute
11 a one-month vacation and shall constitute the year's
12 entitlement for employees using this method. In the event
13 that the month's vacation is taken in nonconsecutive periods,
14 twenty-two (22) days shall constitute a full year's vacation
15 entitlement.

16 12. Holidays - 12-month Personnel

- 17 a. A maximum of twelve (12) holidays may be granted as days
18 off with full pay at the discretion of the President.
19 Whenever any holiday falls on a Saturday or Sunday and the
20 State transfers its observance to the preceding Friday or
21 following Monday, then that Friday or Monday will be consider-
22 ed the holiday.
- 23 b. In the event any employee is required to work on a holiday
24 or on the day it is observed, a compensatory day off will

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be designated.

- c. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

C. Insurance and Miscellaneous Services

1. Health Insurance

- a. The Board shall provide, without cost to the faculty member, full individual health benefits coverage as prescribed by the State Health Benefits Plan including Blue Cross, Blue Shield, Major Medical and Rider J. In addition, the Board shall provide, at no cost to the faculty member, full family health benefits coverage as described above for those who are eligible for and apply for their appropriate family protection.
- b. Health insurance coverage as described above, shall be provided to all personnel on 10-month contracts beginning September 1st of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30th, the coverage will continue during July and August at no cost to the employee.

1 c. Personnel on 12-month contracts, or who do not meet the
2 specifications of Par. C.l.b., shall receive health
3 insurance coverage as described effective two (2) months
4 after initial employment.

5 d. Immunizations shall be administered on public health
6 official's recommendations that a general contagious or
7 communicable disease is expected to affect large segments
8 of the general population. When required, there will be
9 no cost to the instructional staff. Physical examinations
10 are not required for reappointment.

11 e. Faculty members may supply the name and address of their
12 personal physician so that findings or results of X-rays
13 or immunizations may be communicated.

14 2. Workmen's Compensation Insurance

15 a. In accordance with the provisions of Title 34, N.J.S.A.,
16 the Board shall maintain workmen's compensation insurance
17 coverage for faculty members.

18 3. Indemnification Against Civil Liability

19 a. In accordance with the provisions of Title 18A, N.J.S.A.,
20 the Board shall defray all costs, and save harmless and
21 protect from financial loss in civil actions, any faculty
22 member for an act or omission arising out of and in the
23 course of performance of the official duties of such
24 faculty member.

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1 4. Miscellaneous Services

2 a. Tuition Remission

3 (1) Faculty members, (who are on the full-time
4 instructional staff), and their spouses and
5 dependents, may attend any Burlington County College
6 courses for credit or audit without payment of
7 tuition fee provided all such family members shall
8 be subject to the same rules and regulations as
9 regular students of the College. Dependents shall
10 be those identified by the Internal Revenue Code
11 of the United States. In the event of a question
12 by the Board concerning dependency, it is agreed
13 that the faculty member shall display his most
14 recent Income Tax Return which shall control the
15 disposition of the question.

16 b. Professional Improvement

17 (1) Faculty members on the full-time instructional staff
18 may receive refund of graduate course tuition during
19 the 1975-78 contract period, subject to fund avail-
20 ability, under the following conditions:

21 (a) Course(s) must be part of an accredited graduate
22 or terminal degree program or selected graduate-
23 level course(s) in the faculty member's current
24 or related discipline or in an education curri-
25 culum.

- 1 (b) Undergraduate-level courses, when required as
2 pre-requisites or are part of a graduate- or
3 terminal-level program, shall also qualify under
4 this program.
- 5 (c) Applicant should consult with his/her Division
6 Chairperson prior to enrolling in courses to
7 insure that work contemplated will qualify for
8 funding and that funds are committed.
- 9 (d) Eligible personnel who are receiving educational
10 benefits for similar study under any form of
11 government subsidy program may receive benefits
12 under this provision only to the documented
13 extent that tuition costs exceed subsidy provided.
- 14 (e) Refund of tuition only at the charged rate, not
15 to exceed \$420 per fiscal year and subject to
16 above limitations and qualifications, shall be
17 made upon application on completion of the
18 course(s) with a passing grade and submission of
19 supporting proof of payment and grade reports.
- 20 (f) Mentoring, dissertation advisement and related
21 course fees required of personnel completing
22 doctoral programs will be eligible for refund under
23 the same qualifications and restrictions as for
24 course work described herein but not to exceed
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1 \$420.00 for the total period of time spent in
2 such a program. Reimbursable fees are those
3 billed by the University to the student for the
4 aforementioned services.

5 (g) Application to receive refund must be submitted
6 no later than 30 days after completion of
7 semester during which the course was taken.

8 (2) The Board may authorize faculty attendance at
9 professional meetings, conferences, seminars, etc.,
10 with the approval of the applicable Division Chair-
11 person and subject to availability of funds. Reason-
12 able expenses as defined in existing procedures will
13 be paid by the College upon submission of application
14 and expense reports.

15 c. College Events

16 (1) The College shall provide, upon request and without
17 cost to the faculty members, two (2) tickets to all
18 College financed activities such as games, plays,
19 concerts, etc.

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1 ARTICLE VIII

2 ACADEMIC FREEDOM AND TENURE

3 A. Academic Freedom

- 4 1. Burlington County College, as an institution of higher
5 education, is conducted for the common good and not to further
6 the interest of either the individual teacher or the insti-
7 tution as a whole. This common good depends upon the free
8 search of truth and its free exposition.
- 9 2. Academic freedom is essential to these purposes and applies
10 to both teaching and research. Freedom in research is
11 fundamental to the advancement of truth. Academic freedom
12 in its teaching aspect is fundamental for the protection of
13 the rights of the teacher in teaching and of the student to
14 freedom in learning. It carries with it responsibilities
15 correlative with rights.
- 16 3. The teacher is entitled to full freedom in research and in
17 the publication of the results, subject to the adequate
18 performance of his/her other academic duties; but research
19 for pecuniary return must be based upon an understanding with
20 the College as set forth in the provisions contained in this
21 Agreement pertaining to patents and copyrights.
- 22 4. The teacher is entitled to freedom in the classroom in
23 discussing his/her subject, but should be careful when intro-
24 ducing controversial matter. If such controversial material

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1 is not directly related to his/her subject, it should be
2 introduced in response to student inquiries and with caution.
3 If the controversial material is directly related to his/her
4 subject, the teacher should present the material as objectively
5 as possible.

- 6 5. The college teacher is a citizen, a member of a learned
7 profession, and an officer of an educational institution.
8 When s/he speaks or writes as a citizen, s/he should be free
9 from institutional censorship or discipline, but his/her
10 special position in the community imposes special obligations.
11 As a person of learning and an educational officer, s/he should
12 remember that the public may judge his/her profession and
13 his/her institution by his/her utterances. Hence, s/he should
14 at all times be accurate, should exercise appropriate restraint,
15 should show respect for the opinions of others, and should
16 make every effort to indicate that s/he is not an institutional
17 spokesman.

18 B. Professional Behavior

- 19 1. The Board and the Association jointly recognize the following
20 Code of Ethics as an acceptable criteria of professional
21 behavior.
22 a. The professor, guided by a deep conviction of the worth
23 and dignity of the advancement of knowledge, recognizes
24 the special responsibilities placed upon him/her. His/her

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1 primary responsibility to his/her subject is to seek and to
2 state the truth as s/he sees it. To his end s/he devotes
3 his/her energies to developing and improving s/his
4 scholarly competence. S/he accepts the obligation
5 to exercise critical self-discipline and judgment in
6 using, extending, and transmitting knowledge. S/he
7 practices intellectual honesty. Although s/he may follow
8 subsidiary interests, these interests must never seriously
9 hamper or compromise his/her freedom of inquiry.

10 b. As a teacher, the professor encourages the free pursuit of
11 learning in his/her students. S/he holds before them
12 the best scholarly standards of his discipline. S/he
13 demonstrates respect for the student as an individual,
14 and adheres to his/her proper role as intellectual guide
15 and counselor. S/he makes every reasonable effort to
16 foster honest academic conduct and to assure that his/her
17 evaluation of students reflects their true merit. S/he
18 respects the confidential nature of the relationship between
19 professor and student. S/he avoids an exploitation of
20 students for his/her private advantage and acknowledges
21 significant assistance from them. S/he protects their
22 academic freedom.

23 c. As a colleague, the professor has obligations that derive
24 from common membership in the community of scholars. S/he

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1 respects and defends the free inquiry of his/her associates.
2 In the exchange of criticism and ideas, s/he shows due
3 respect for the opinions of others. S/he acknowledges
4 his/her academic debts and strives to be objective in
5 his/her professional judgment of colleagues.

6 d. As a member of his/her institution, the professor seeks
7 above all to be an effective teacher and scholar. Although
8 s/he observes the stated regulations of the institution,
9 provided they do not contravene academic freedom, s/he
10 maintains his/her right to criticize and seek revision.
11 S/he determines the amount and character of the work s/he
12 does outside his/her institution with due regard to his/her
13 paramount responsibilities within it. When considering the
14 interruption or termination of his/her service, s/he
15 recognizes the effect of his/her decision upon the program
16 of the institution and gives due notice of his/her intentions

17 e. As a member of his/her community, the professor has the
18 rights and obligations of any citizen. S/he measures the
19 urgency of these obligations in the light of his/her
20 responsibilities to his/her subject, to his/her students,
21 to his/her profession, and to his/her institution. When
22 s/he speaks or acts as a private person, s/he avoids
23 creating the impression that s/he speaks or acts for his/her
24 college or university. As a citizen engaged in a profession

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1 that depends upon freedom for its health and integrity, the
2 professor has a particular obligation to promote conditions
3 of free inquiry and to further public understanding of
4 academic freedom.

- 5 2. The Association accepts the responsibility of dealing with
6 ethical problems in accordance with the terms of the Code.
7 3. Alleged breaches of this Code of Ethics shall be promptly
8 reported to the offending faculty member and the President
9 of the Association.

10 C. Tenure

- 11 1. A faculty member obtains tenure in accordance with the pro-
12 visions of Title 18A:60-1, et. seq., N.J.S.A. as the same may
13 be amended or supplemented.

1 ARTICLE IX

2 INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

3 A. Outside Employment and Course Work

- 4 1. All faculty members recognize primary responsibility to
5 their position at Burlington County College as provided
6 in the Code of Ethics in ARTICLE VIII of this Agreement.

7 B. Instructor's Course and Classroom Rights and Responsibilities

- 8 1. The primary responsibility for determining course content,
9 course goals, learning objectives and the selection of
10 appropriate learning materials and strategies rests with the
11 faculty member who teaches the course. Where more than one
12 faculty member teaches the same course, the instructors
13 involved must mutually agree on these items.
- 14 2. The instructor shall be encouraged to use varied methods or
15 innovations of instruction which s/he feels may best enable
16 a learner to achieve a given learning objective.
- 17 3. The instructor shall be free to request any books, magazines,
18 newspapers or other materials to be purchased by the library
19 or his/her division or area subject to budgetary limitations.
- 20 4. The instructor is responsible for evaluating the academic
21 progress of his/her students and for assigning grades in
22 accordance with the grading system of the College. However,
23 use of symbols other than those in such system and identified
24 in the official College Bulletin may be used only with the

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1 approval of the Division Chairperson and VPASA.

- 2 5. The instructor shall be required to report to his/her
3 designated teaching station at scheduled times. In the
4 event the instructor is unable to meet his/her class, s/he
5 will make every effort to report his/her inability to do so
6 to his/her immediate supervisor, that supervisor's secretary
7 or other instructor in that area sufficiently prior to such
8 absence to enable the class to be rescheduled or to obtain an
9 appropriate substitute.
- 10 6. The administrative use of an electronic monitor or
11 communications device during the meeting of class shall be
12 with the prior approval of the instructor concerned.
- 13 7. Classrooms may be visited for the purpose of evaluation with
14 the mutual agreement of the instructor and the appropriate
15 evaluator.

16 C. Miscellaneous Rights and Responsibilities

- 17 1. Nothing in this Agreement shall require the Board to keep
18 the College open in the event of severe inclement weather or
19 when otherwise prevented by health conditions, catastrophes
20 or Acts of God, or other natural phenomenon. When the College
21 is closed to students due to such conditions, instructors
22 shall not be required to report for work. If, however, in the
23 Board's discretion, the College is to remain open, all
24 instructors must meet their assigned teaching obligations.

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In the event s/he fails to do so, the faculty member's
absence may be charged against accumulated sick leave at
the discretion of the President.

1 ARTICLE X

2 GRIEVANCE PROCEDURE

3 A. Purpose

- 4 1. The grievance procedure is established to provide an orderly
5 and sequential process whereby appeals of interpretations and
6 applications of this Agreement may be conducted.

7 B. Definitions

- 8 1. As used herein, the terms "College," "Board," or "Employer"
9 shall universally identify the Burlington County College
10 and/or its Board of Trustees.
- 11 2. As used herein, the term "employee" shall mean any individual
12 in the negotiating unit recognized in ARTICLE I.
- 13 3. As used herein, the term "grievance" shall mean a complaint
14 by an employee, as to him/her, or group of employees, as to
15 them, which alleges a violation, misinterpretation or misappli-
16 cation of one or more of the terms of this Agreement.
- 17 4. As used herein, the term "immediate supervisor" shall mean
18 the person to whom the aggrieved employee is directly responsible
19 under the table of organization prevailing at the College.
- 20 5. As used herein, the term "Association" or "representative" shall
21 mean the Burlington County College Faculty Association.
- 22 6. As used herein, the term "Grievance Committee" shall identify
23 the Association Committee consisting of five members of the
24 Association appointed by the President of the Association.

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1 One alternate member shall also be appointed to replace absent
2 members at committee meetings. If any member of the
3 Grievance Committee shall desire to process a grievance or
4 is otherwise named in a particular grievance, s/he shall be
5 replaced by the alternate while s/his grievance is being
6 processed by the Grievance Committee.

7 C. Exclusions

- 8 1. The grievance procedure shall not apply to the following:
- 9 a. The failure or refusal of the Board to renew the contract
10 of an employee not under tenure.
 - 11 b. Instances in which an employee claiming tenure has had
12 charges brought against him pursuant to the Tenure
13 Employees Hearing Act (N.J.S.A. 18A:6 - 10 et. seq.).
 - 14 c. Decisions of the President in exercising his discretion
15 concerning a request for a leave of absence.
 - 16 d. Any matter herein expressly made non-grievable.

17 D. Procedures

- 18 1. It is recognized that a grievance should be settled promptly
19 and as close to its source as possible. Informal discussions
20 between the parties directly involved in the grievance is
21 essential in the early stages of a disagreement and is
22 encouraged. An employee should seek redress for s/his alleged
23 grievance through informal discussion with the appropriate
24 administrator.

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- 1 2. A grievance shall be presented informally within twenty (20)
2 calendar days of the occurrence complained of, or within
3 twenty (20) calendar days after its occurrence could
4 reasonably have been expected to be known by the grievant.
5 Failure to act under the procedures hereinafter enumerated
6 within the twenty (20) day period shall be deemed to
7 constitute a waiver or abandonment of the grievance.
- 8 3. In the event the matter is not resolved informally within
9 ten (10) calendar days, the aggrieved shall have the right
10 to request a meeting of the Grievance Committee who shall
11 meet within seven (7) days of such request. The aggrieved
12 will address the Chairperson of the Grievance Committee in
13 writing, asking for such meeting and stating specifically
14 the nature of the grievance and submitting substantiation
15 therefor.
- 16 4. In the consideration of grievances, the Grievance Committee
17 a. May receive from the aggrieved oral and/or written
18 statements describing the grievance and the informal
19 proceedings held to date.
20 b. May receive oral and/or written statements for any
21 other party named in the grievance.
22 c. May return a written recommendation of settlement
23 to the aggrieved party and all other parties of interest
24 within ten (10) calendar days of the meeting.

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- 1 5. If no recommendation is made within ten (10) calendar days or
2 either party is dissatisfied with the recommendation, the
3 grievance may be submitted to the next step in the procedure.
4 Submission must take place within (15) fifteen faculty work
5 days after the Grievance Committee decision is made or at the
6 expiration of the 10 calendar day waiting period.
- 7 6. In the event that the matter is not resolved through the
8 processes referenced in Sec. D., Par. 3.-5., the grievance
9 shall be submitted to the appropriate Dean or Vice President.
10 Such submission must be in writing and must be accompanied by
11 all documentation used in the Grievance Committee's review and
12 recommendation process.
- 13 7. In the consideration of grievances submitted, the Dean or Vice
14 President shall be guided by the procedures referenced in
15 Sec. D., Par. 4.a., b. and d., and Par. 5. The recommendation
16 referenced in Par. 4.c. shall be disseminated to all parties
17 named in the grievance and the Grievance Committee.
- 18 8. In the event that the matter is not resolved through processing
19 by the Dean or Vice President, the grievance shall be submitted
20 to the President of the College or his designee (VP for Business
21 Affairs). Such submission shall be in writing and must be
22 accompanied by all documentation used at the prior steps in the
23 review and recommendation process.
- 24 9. In the consideration of grievances submitted, the President or
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1 his designee shall be guided by the procedures reference in
2 Sec. D., Par. 4.a., b. and c., and Par. 5. The recommendation
3 referenced in Par. 4.c. shall be disseminated to all parties
4 named in the grievance, the reviewing Dean or Vice President
5 and the Grievance Committee.

6 10. In the event that the matter is not resolved through processing
7 by the President or his designee, the grievance shall be
8 submitted to the Board of Trustees. Such submission shall be
9 in writing and must be accompanied by all documentation used
10 at the prior steps in the review and recommendation process.

11 11. In the consideration of grievances submitted, the Board shall
12 be guided by the procedures referenced in Sec. D., Par. 4.a.
13 and b. and shall make a determination within thirty (30) days
14 from the receipt of the grievance and shall, in writing, notify
15 the aggrieved, his or her representative (if there be one),
16 the Grievance Committee, the appropriate Dean and the President
17 of its decision. The time period may be shortened or lengthened
18 by mutual written agreement of the parties.

19 12. The Board may review and act on submitted grievances as a whole
20 or may delegate the authority to act in its behalf to a committee
21 of Board members. Such decision shall be at the discretion of
22 the Board.

23 13. The decision of the Board shall be final provided, however,
24 that any party to the grievance dissatisfied with the findings

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1 of the Board may request submission of the grievance to an
2 impartial arbitrator to be selected pursuant to the rules and
3 procedures of the Public Employee Relations Commission of the
4 State of New Jersey. The arbitrator so selected shall be
5 afforded access to all documentation used in the prior internal
6 steps in the grievance procedure, but shall not have the
7 authority to alter, change or otherwise affect the terms of
8 this Agreement and shall address his judgment solely to the
9 grievance presented. Neither party shall be bound by the
10 decision of the arbitrator, but the costs thereof shall be
11 borne equally by the Association and the Board.

12 14. Decision to submit a grievance to such advisory arbitration
13 must be evidenced by action no later than fifteen (15) calendar
14 days after receipt of the Board's decision. Expiration of this
15 period shall preclude further processing of the grievance
16 except to the extent provided by law outside the limitations
17 of this procedure.

18 E. General Provisions

- 19 1. The number of days indicated at each step of this grievance
20 procedure shall be considered as maximum and every effort should
21 be made to expedite the process.
- 22 2. No consideration will be given to any document or other material
23 to which all parties to the grievance are not afforded access
24 with time for response.

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- 1 3. A grievance may be withdrawn at any time by the aggrieved
2 party and such withdrawal shall constitute a waiver of further
3 action on behalf of the individual. However, if in the judgment
4 of the Grievance Committee, the grievance affects the general
5 welfare of the faculty as a whole, the grievance may be
6 processed as a grievance of the Association.
- 7 4. Parties named in the grievance, or faculty or administrators
8 believed to possess information pertinent to the grievance,
9 may be invited, but not required to present such information
10 at any meeting provided in the steps of this procedure.
- 11 5. All grievance meetings shall be open only to participants,
12 their representatives and to persons presenting information
13 before any meeting concerned with the processing of a
14 grievance.
- 15 6. No reprisals shall be taken against any faculty member for
16 initiating or participating in any grievance.
- 17 7. At each step of the grievance procedure, once it has been
18 reduced to writing, a copy of every document concerned with
19 such processing shall be transmitted to the Director
20 of Development and the President of the Association for
21 inclusion in the grievance files. A common file number shall
22 be assigned by the Director of Development to each grievance
23 for purposes of control and record keeping.
- 24 8. All documents, communications and records dealing with a

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grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.

9. Once a recommendation of settlement has been made at any step in the procedure, that recommendation cannot be rescinded or reversed by the person or committee making such recommendation with the exception of the Board of Trustees.
10. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which s/he is to participate.

1 ARTICLE XI

2 PERSONNEL FILES

- 3 1. The personnel file of any member of the faculty shall be open
4 to him/her for review upon request. Such requests shall be
5 submitted to the Personnel Administrator or his/her designee
6 not less than five (5) business days before the desired
7 inspection. When reviewing this file the Personnel Administrator
8 or his/her designee will be present. The VPASA or his/her
9 designee may be present. The official personnel files shall
10 be located in the Personnel Office. The following confidential
11 material contained in the personnel file shall not be made
12 available to the faculty member:
- 13 a. References or other confidential information obtained
 - 14 from outside sources.
 - 15 b. Placement records which contain references.
 - 16 c. Transcripts restricted by the sending institution.
- 17 2. A representative of the Association may, at the faculty member's
18 request, accompany said person while s/he reviews his/her file.
- 19 3. A copy of all internal correspondence, memoranda or other
20 documents relating to the performance, competence, character,
21 service or conduct of a faculty member (except those restricted
22 by the provisions of Par. 1.) must be placed in his/her personnel
23 file and a copy of such documents should be furnished to the
24 faculty member who shall have the right to respond to such
25 document and to have such response become part of his/her

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personnel file.

4. At the request of a faculty member, the nonconfidential contents of his/her personnel file must be opened to him/her at any time during the processing of a grievance which has been reduced to writing.

5. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

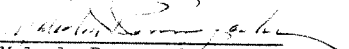
ARTICLE XII


SUMMARY OF AGREEMENT

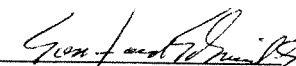
This agreement shall be effective on July 1, 1975 and shall continue in effect until June 30, 1978.

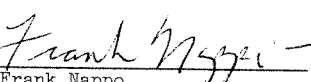
Board of Trustees
Burlington County College

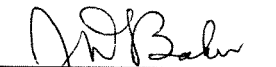
Burlington County College
Faculty Association


Malcolm Pennypacker
Chairman of the Board

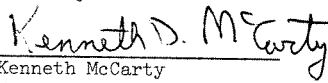

Ralph Colflesh
President
Negotiator

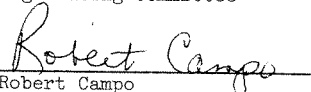

Sanford Schneider
Chief Negotiator

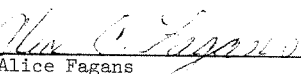

Frank Nappo
Chief Negotiator
President Ex Officio
1st Vice President


J. Daniel Baker
Negotiator

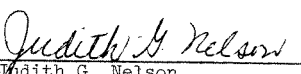
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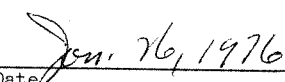

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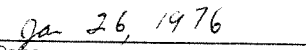

Robert Campo


Alice Fagans


Barbara Irvine


Judith G. Nelson


Date Jan. 26, 1976


Date Jan 26, 1976

APPENDIX A

FACULTY LOAD FORMULA

Reference: ARTICLE VI, Sections A-E of the Agreement between the
Burlington County College Board of Trustees
and the
Burlington County College Faculty Association
July 1, 1975 - June 30, 1978

1 BURLINGTON COUNTY COLLEGE

2 FACULTY LOAD FORMULA

3 A. RATIONALE

4 The load formula is based on measurement of faculty work effort
5 in terms that are applicable to the teaching-learning environment
6 at Burlington County College. It is designed to recognize that
7 the faculty members' principal responsibilities are instructional
8 and therefore focuses on an acceptable method of measuring the
9 effort necessary to execute those responsibilities. The formula
10 limits itself to considering the variables of preparation, student
11 contact, evaluation and special assignments.

12 B. DEFINITION

13 The load formula is defined as a guide or formula to meet
14 institutional requirements by means of an equitable distribution
15 of faculty time.

16 C. GOALS

17 The formula attempts to accomplish the following goals:

- 18 1. To distribute faculty time in an equitable manner.
 - 19 2. To provide for a nonsubjective and accurate determination
20 of faculty load but not to increase that load above that
21 experienced in the 1970-71 contract year.
 - 22 3. To facilitate the development of effective learning
23 strategies.
 - 24 4. To allow for varying modes of instruction.
- 25

- 1 5. To reflect the unique learning strategies employed
- 2 at Burlington County College.
- 3 6. To realistically utilize financial and human resources.
- 4 7. To provide for differentiated staffing.
- 5 8. To be applicable to all faculty members.
- 6 9. To be simple to understand and easy to compute.

7 D. DETERMINATION OF LOAD

8 The determination of a load is to be developed jointly between
9 the faculty member and the Division Chairperson prior to the
10 beginning of each term. It is hoped that this procedure will
11 more effectively involve each faculty member in the construction
12 of his load. The procedure does require that the faculty member
13 come prepared to discuss with his Division Chairperson the various
14 modes of instruction and methods of evaluation which he intends
15 to use during the given term. Under the traditional system,
16 only credit hours and/or lab contact hours were used in determining
17 load. The proposed formula recognizes and gives credit to the
18 faculty member in the following areas:

- 19 1. Preparation
- 20 2. Student Contact
- 21 3. Evaluation
- 22 4. Special Assignments

23 1. Preparation

24 Rationale: The preparation points are designed to reflect
25

1 the faculty member's time and effort which are devoted to
2 preparation for the teaching activities which s/he directs.

3 a. Normal Preparation

4 Normal preparation includes, but is not limited to, the
5 following:

- 6 (1) Revising course syllabi;
- 7 (2) Reading over assignments and lecture notes;
- 8 (3) Writing or modifying behavioral objectives;
- 9 (4) Revising packets in the accepted format, e.g.
10 concept, rationale, objectives and learning strategies;
- 11 (5) Having handouts reproduced and on hand;
- 12 (6) Coordinating the use of technical equipment and
13 personnel;
- 14 (7) Constructing examinations

15 More credit is given for the original preparation than
16 for duplicate preparations, and preparation is weighted
17 according to the mode used, e.g. classroom or seminar,
18 lecture or laboratory.

19 b. Instructional Development

20 (1) New Course

21 A new course factor of two (2) units/credit hour
22 will be given for each previously unoffered college
23 course or one for which materials have not been
24 prepared. In addition, it is expected that materials
25

1 will be prepared in either condition if the units
2 are awarded. Use of this factor should be
3 coordinated with the Division Chairperson and the VPASA.

4 (2) Extensive Revision of an Established Course

5 To qualify, a faculty member may be expected to
6 drastically revise an existing course. The
7 extensive revision must be agreed upon with the
8 Division Chairperson.

9 (3) Large Group Presentation

10 To qualify to be credited for the time involved
11 in preparing such a presentation, the instructor
12 would probably be using multi-media to instruct
13 more than 47 students in a single class.

14 2. Student Contact

15 Contact time is the scheduled time that the instructor
16 physically spends with his scheduled class.

17 3. Evaluation

18 Two factors are weighted in this instance: the number of
19 students and the types of evaluation. See instructions
20 Page 12 for further information on how to compute this data.

21 4. Special Assignments

- 22 a. Conducting feasibility studies designed to establish
23 new programs;
- 24 b. Liaison with the public in coordinating career programs;

25

- 1 c. Coordination and Liaison Responsibilities, i.e. Math Lab,
2 Writing Lab, Science Lab, etc.;
- 3 d. Coordinator of Career Advisory Committee
- 4 e. Others: to be determined on individual basis.

5 E. LOAD SPECIFICATIONS

- 6 1. The specification of load in terms of point values, time
7 parameters and quantitative applications of the formula
8 are indentified with the body of the Agreement. (ARTICLE VI,
9 See A-E)

10 F. INSTRUCTIONS FOR COMPLETING INSTRUCTIONAL LOAD ANALYSIS FORM (Exh. 1)

11 1. INTRODUCTION

- 12 a. This form is to assist the faculty member in determining
13 his instructional load. The completed form should
14 accurately reflect the course strategy the instructor
15 intends to use and, through the use of conversion factors,
16 the amount of instructional preparation, student contact,
17 and evaluation units that will be necessary to meet his
18 instructional requirements.

19 2. PREPARATION

- 20 a. Your first step in completing the form is determining
21 which mode or modes you will be using to teach the course
22 being analyzed. Recognizing that varying modes of
23 instruction require varying amounts of preparation time,
24 the preparation segment of the form has been subdivided
25

1 into three major categories - laboratory, classroom or
2 seminar, and large group.

3 (1) Laboratory

4 In the laboratory mode, the student is individually
5 engaged in self-instructional learning activities
6 or in individualized problem solving. Within this
7 mode, the instructor is primarily a resource person.

8 (2) Classroom or Seminar

9 In the classroom or seminar mode the students are
10 jointly engaged in some learning activity generally
11 requiring group interaction. The instructor may
12 be either a resource person, a director of activities,
13 or a participant.

14 (3) Large Group

15 For the purposes of this formula, a large group
16 will generally consist of a minimum of 47 students
17 as determined at the end of the drop-add period, or
18 fewer with the concurrence of the Division Chairperson.
19 In the lecture mode, the student primarily receives
20 information. The instructor and his audio-visual
21 tools are the primary sources of information.

22 (4) Combinations

23 A course may be taught using any combination of these
24 three modes or as in some cases, a single mode. Once
25

1 you have determined the appropriate category for your
2 course work, the next step is to compute your
3 preparation time. Recognizing that the time required
4 to prepare a presentation for the first time differs
5 markedly from the time required to give the same
6 presentation to subsequent sections, this formula
7 contains factors that reflect these differences
8 in preparation time. Thus, these factors reflect
9 the time required to prepare for the first preparation
10 (original), the time necessary for the second
11 preparation (first duplication) and the time necessary
12 for the third preparation (second duplication),
13 and for subsequent preparations. In most instances,
14 with the exception of open labs, the third, the
15 fourth, and subsequent presentations have the same
16 factor as the second duplication.

17 The factors for classroom and large group are
18 encoded on the Load Analysis Form. However,
19 because laboratory preparation time differs so
20 markedly from discipline to discipline, specific
21 factors were developed for specific laboratory
22 courses. You will find your laboratory preparation
23 factor in Table 1.

24 Under unusual circumstances, it may be necessary
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for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by 1 1/2. The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairperson.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by 1 1/2 if the instructor were teaching the same course on campus.

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Table 1
Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Music Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPASA.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e. original, first duplicate, second duplicate, and inset them in the appropriate boxes in the Load Analysis Form.

G. Examples

(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	<u>1.0</u>	X	<u>3</u>	=	<u>3</u>	FIRST SECTION
	SECOND HOUR	<u>0.5</u>	X	<u>3</u>	=	<u>1.5</u>	SECOND SECTION
	THIRD HOUR	<u>0.25</u>	X	<u> </u>	=	<u> </u>	

- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

					CLASSROOM	
CLASS ROOM	FIRST HOUR	1.0	X 2	= 2	1	1
	SECOND HOUR	0.5	X 2	= 1	2	2
	THIRD HOUR	0.25	X 4	= 1	2	2
LARGE GROUP	FIRST HOUR	2.0	X 1	= 2	3	3
	SECOND HOUR	1.0	X	=	4	4
	THIRD HOUR	0.5	X	=		

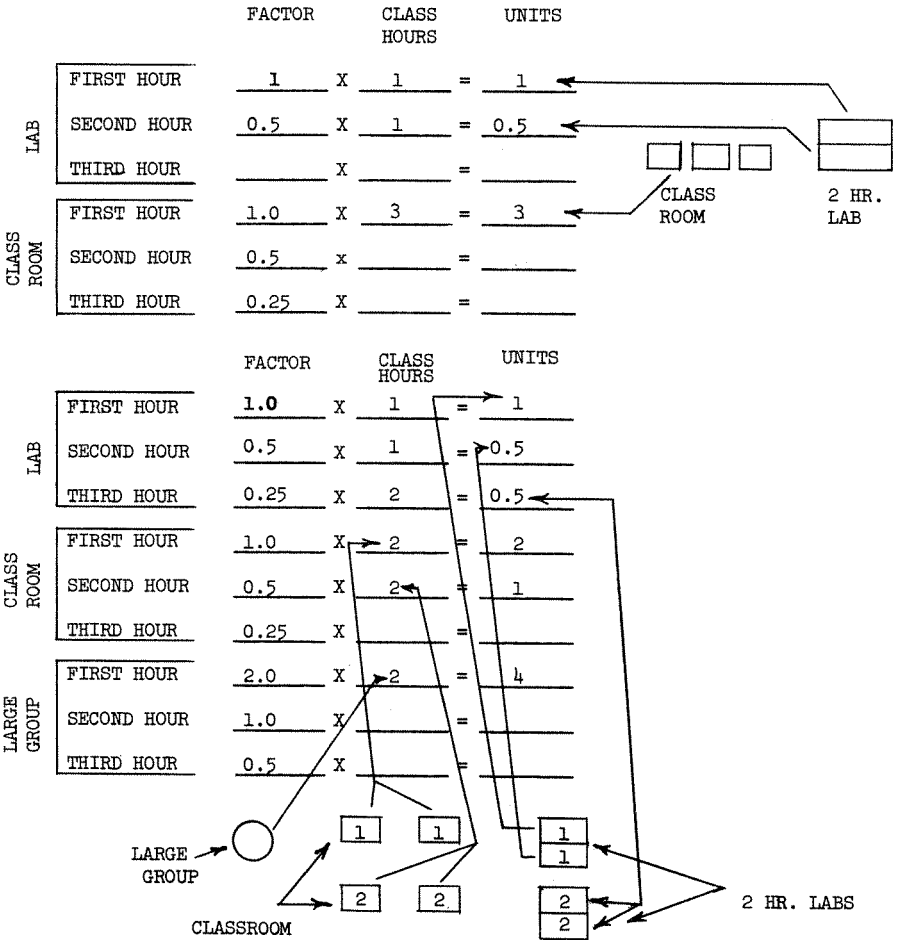
(L.G.)

- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

		FACTOR	CLASS HOURS	UNITS	
LAB	FIRST HOUR	1.	X 1	= 1	1
	SECOND HOUR	0.5	X 1	= 0.5	2
	THIRD HOUR	0.25	X 1	= 0.25	3
LARGE GROUP		0.10	17	1.70	4
	FIRST HOUR	2.0	x 1	= 2	5
	SECOND HOUR	1.0	X	=	6
	THIRD HOUR	0.5	X	=	.
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(L.G.)

(4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:



1 (5) Total Preparation

2 Once you have calculated your preparation time for
3 each course section in their varying mode, total
4 the preparation units in the right-hand column of
5 the form and record the sum in the block marked
6 Total Preparation.

7 TOTAL PREPARATION

8 3. CONTACT

9 a. Contact time is the scheduled time that the instructor
10 physically spends with s/his scheduled class. One point
11 will be awarded for each such scheduled class hour.

12 (1) An instructor who is teaching four sections of
13 one course in a configuration of one large group
14 and two weekly seminars for each section would
15 record his contact time as follows:

16 CONTACT.....SCHEDULED CLASS HOURS.....

17 LARGE GROUP = 1
18 8 SEMINARS = $\frac{8}{9}$

19
20 4. EVALUATION

21 a. Since different types of testing require differing amounts
22 of evaluation time, this formula recognizes three basic
23 types of testing vehicles. It further recognizes two
24 different circumstances under which each type of test can
25

1 be graded and up to two different methods under each
2 grading practice that can be used for grade recording.

3 b. The three potential testing vehicles are Objective,
4 Written, and Combination. One of these should closely
5 reflect your primary testing method. In order to qualify
6 for point factors applicable to the combination evaluation
7 methods, at least one third of the number of tests to
8 be given must be of each of the two other types (Objective
9 or Written).

10 c. For combination of evaluative methods that do not meet
11 the criteria in Par. b., an average evaluation factor
12 will be determined based upon the point allocation for
13 each testing vehicle used divided by the total number
14 of testing vehicles.

15 d. Test factors are as follows:

	<u>Obj.</u>	<u>Written</u>	<u>Comb.</u>
16			
17 (1) Faculty grades - faculty records	.06	.18	.10
18 (2) Faculty grades - assistant records	.05	.16	.08
19 (3) Assistant grades - faculty records	.05	--	--
20 (4) Assistant grades - assistant records	.02	--	--

21 e. Determine as accurately as possible which factor best
22 approximates your test evaluation time and enter that
23 figure in the space marked Test Factor. Now enter the
24 anticipated number of students you and the Division
25

1 Chairperson expect to be enrolled in the course. (The
2 anticipated enrollment is based upon the best predictive
3 figures available to the Division Chairperson at the time
4 a faculty member's load is determined. The final
5 enrollment figures will be determined at the end of the
6 drop-add period. Multiplying the number of students by
7 the sum of test factor and the student factor gives
8 you your total evaluation factor. Record this figure in
9 the designated block.

10 Student factors shall be as follows:

11	Summer and Fall of 1975	.020
12	Winter of 1976	.013
13	Remainder of the Contract	.005

14 EVALUATION:

15 NUMBER OF STUDENTS 100 X FACTOR (.02 + .06) = 8.0

16 TEST FACTORS:

17 .02 .05 .06 .08 .10 .16 .18

18 Once you have filled out a separate Instructional Load
19 Analysis Column for the different courses you are teaching,
20 summarize the results and place them in the designated
21 blocks on the Instructor Load Summary Column.

22 There will be no changes in the evaluation factor unless
23 there is mutual agreement between the Faculty member
24 and the Chairperson up to and including June 30, 1979.

1 5. INSTRUCTIONS FOR FILLING OUT THE INSTRUCTOR LOAD SUMMARY
2 SHEET (Exhibit 3)

3 a. INSTRUCTIONAL LOAD

4 (1) Once the Instructional Load Analysis Column is
5 completed, use the information contained therein
6 to prepare the Instructor Load Summary Column.
7 Summarize the units of preparation, contact, and
8 evaluation that would be necessary to meet your
9 instructional responsibilities and insert those
10 figures in the blocks provided at the right side of
11 the Instructor Load Summary Sheet. Adding together
12 the units of preparation, contact and evaluation
13 gives you your Total Instructional Load.

14 b. ASSIGNMENTS

15 (1) Instructional Development

16 (a) The amount of credit to be given to an instructor
17 who creates a new course, significantly revises
18 an old course, or develops a new mode for
19 teaching an old course will be by agreement
20 between the instructor and the Division Chairperson.
21 The written proposal requires agreement of the
22 VPASA (Refer to Page 3, Section D.1.b.,
23 Instructional Development).

1 (2) Other

2 (a) Credit may be given for the performance of
3 duties essential to the well-being of the
4 institution but not recognized in previous
5 sections of this proposal. This could involve
6 such duties as:

- 7 1) liaison with public,
8 2) being a major official in a professional
9 society,
10 3) active member of an advisory committee,
11 4) the award of additional office hours where
12 large groups of students are involved, i.e.
13 for every 20 students beyond 140, award 0.5
14 additional units for each scheduled office
15 hour beyond 5 hours.

16 This list shall not be considered all inclusive
17 but shall be open-ended to include any item
18 meeting the stated criteria. Unless otherwise
19 specified, the rate of credit to be given for
20 performing such duties will be determined by
21 mutual agreement between the instructor and
22 the Division Chairperson, with the written
23 approval of the VPASA.
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(b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.

(3) Add the units for Instructional Development and Other to arrive at your Total Assignments.

(4) Summary

(a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.



A P P E N D E X B

EVALUATION PRACTICES, REVIEWS AND APPEALS

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EVALUATION PRACTICES, REVIEWS AND APPEALS

PREAMBLE

The foremost purpose of evaluation is the improvement of teaching and the enhancement of learning. The procedures which follow are meant to achieve the most judicious means for the evaluation of faculty at our College. Prudent judgment of performance is in the best interest of everyone and our public responsibility requires it.

Further, despite the punitive connotation of judgment and its potential for personal and institutional vindictiveness, this document is offered in the hope evaluation can imply improvement and recognition of excellence. Though there may be the rare case, wherein evaluation finds an instructor's performance sufficiently wanting as to designate it of "questionable" or "unsatisfactory" value to the College, the document allows such a decision to be reached with as much or more consideration than a satisfactory finding.

Finally, the procedures written below are admittedly legalistic. They are intended to define, as accurately as possible, rights and responsibilities of all individuals involved in the examination of faculty work. It is in the application and interpretation of these perimeters that the plan's success or failure will lie. As in all sets of legalisms, fairness ultimately rests on the reasonableness and integrity of its adherents. It is with faith that we are a group of reasonable and honest men and women that this plan is established for our College.

EVALUATION PRACTICES, REVIEWS AND APPEALS

- I. The process shall apply to all faculty members beginning with the 1973-1974 academic year. A faculty member is herein defined as an employee of Burlington County College who is eligible for membership in the Faculty Association.
- II. All faculty members shall be evaluated once every year except as provided in III, J.
- III. Evaluation
 - A. There shall be held an annual pre-evaluation conference between each faculty member and his division chairperson. This conference shall take place as soon as possible after the completion of the previous annual evaluation, and no later than April 15 of the academic year. The purpose of this meeting shall be to reach tentative mutual agreement upon the following:
 1. Type of evaluation to be conducted--formal or informal (See J below.)
 2. The faculty member's objectives and the methods by which these are to be achieved.
 3. The criteria and methods of evaluation.
 4. Choice of evaluator(s) (See B below).
 - B. The formal evaluation of a faculty member may be conducted either (a) by his division chairman or (b) by an evaluation team which shall consist of the division chairperson and two mutually agreed upon faculty members within the division.

The decision to implement either option (a) or (b) will be reached by mutual agreement between the faculty member and his division chairperson. In the event the mutual agreement cannot be reached, the matter will be placed before the EPRAC for resolution. All matters pertaining to the evaluation must be kept in strict confidence by the evaluator(s).

- C. On or before June 1 of the academic year, the faculty member to be evaluated and his/her chairperson must reach final agreement on items one through four in Section A. above. A written statement of these agreements is to be filed with the chairperson on or before this date. New faculty will be expected to reach agreement on these items during the Pre-Service Training Period immediately prior to beginning their teaching duties.
- D. The faculty member to be evaluated shall propose the objectives, criteria and methods to be used in his evaluation (See attached list of suggested criteria). These proposed objectives, criteria and methods shall be reviewed by the chairperson or team (according to option chosen from III,B) and may be amended by mutual agreement. At a meeting called for that purpose (before October 1) the participants * in the evaluation shall agree on either the suggested objectives, criteria and methods or some modification thereof.
- E. Once the objectives, methods and criteria have been agreed

*Participants will be defined as the faculty member, the chair the evaluation team.

upon, no change can be made without the unanimous approval of all concerned parties.

- F. The participants shall implement the evaluation in accordance with the objectives, criteria and methods agreed upon.
- G. All data relevant to the evaluation shall be submitted by the faculty member to the evaluator(s) on or before January 15. In many cases, the objectives set will be of a long range nature and, therefore, will not be completed by this date. In these cases, a progress report outlining the degree to which the objective has been achieved must be included.
- H. A composite report signed by the evaluator(s) shall be completed with a copy to the faculty member on or before February 15. The report shall include the criteria and methods of evaluation, a summary of all data used in the evaluation, an outline of strengths and weaknesses, and recommendations of the evaluator(s), for a rating of either satisfactory, questionable, or unsatisfactory. The results of the evaluation shall be reviewed in a meeting of all

participants. The final composite of the evaluation will then be placed in the official personnel file with a copy sent to the faculty member and a copy retained by the division chairperson.

- I. If the rating is unsatisfactory or questionable, the evaluation report must include a written statement by the faculty member's supervisor indicating the efforts made by that supervisor, during the evaluation period, toward the improvement of those questionable or unsatisfactory aspects of the faculty member's performance.
- J. If an evaluated faculty member wishes to respond to the report in writing, his response must be submitted to the evaluators on or before March 1, and then filed with the signed report in the personnel file.
- K. All data used in the evaluation as well as a copy of the official evaluation report shall be retained by the division chairperson, under confidential conditions, for a period of no less than four years.
- L. Any faculty member whose performance has been judged satisfactory in three consecutive annual evaluations may thereafter choose an informal evaluation in lieu of a formal one. The next evaluation following an unsatisfactory or questionable rating must be a formal evaluation. However, every faculty member must be formally evaluated every third year. At his annual pre-evaluation conference a faculty member choosing the informal evaluation option shall meet with his chairman to develop a written statement of mutually agreed upon general objectives for the year. At the end of the winter term he shall submit a written report or a checklist which includes a self-evaluation of how well he has met his objectives, together with any

information he considers relevant. (Such a report need not exceed two double-spaced typewritten pages). The division chairperson will give the faculty member a written reply based upon the chairperson's evaluation of the faculty member's attainment of each objective. He will then summarize the faculty member's performance by a rating of satisfactory, questionable, or unsatisfactory.

- M. If at any point in the evaluation (as specified in A through J above) mutual agreement cannot be reached, the problem will be placed before the EPRAC for resolution. The decision of the EPRAC shall be binding on all those concerned.

IV. Evaluation Practices, Review, and Appeals Committee (EPRAC)

- A. The function of this committee shall be to insure a fair evaluation in accord with the guidelines established in III above.
- B. This committee shall function according to Robert's Rules of Order, except as provided for in the by-laws.
- C. The Evaluation Practices, Review, and Appeals Committee shall meet for the following purposes:
 - 1. To review the evaluation at any point in its process if the faculty member or any member of the evaluation team requests it. In this case the committee shall determine:
 - a. Whether the evaluation was planned according to the established policies and procedures.
 - b. Whether the evaluation process was implemented according to the established policies and procedures.
- D. In the event the EPRAC is petitioned in accordance with paragraph IV, C, above, and finds that either IV, C, 1, a; or IV, C, 1, b,

have not been properly implemented, the committee shall report its objections to the appropriate Dean and shall require that the evaluator(s) submit an evaluation report which properly reflects the stated criteria and evaluative evidence.

- E. There shall be elected an EPRAC consisting of nine members (six faculty,* three administrators**).
1. A pool of eighteen members (12 faculty, 6 administrators) will be maintained by an annual election.
 2. Nominations will be made at an annual meeting convened by the Vice-President for Academic and Student Affairs on or before September 15 for this purpose.
 3. Only faculty members as defined in Section I may vote.
 4. An ad hoc elections committee composed of two administrators appointed by the Vice-President for Academic and Student Affairs and two faculty members appointed by the President of the Faculty Association will supervise the election.
 5. This election will be completed by secret ballot prior to October 1.
 6. Each constituent will vote for the appropriate number (see 8, 9, 10 below) of faculty and administrators in order to fill the vacancies on the committee and the reserve pool.
 7. The six faculty members and three administrators who receive the most votes will constitute the original committee with the next six faculty, three administrators acting as alternates.

*The usual definition of faculty in this instance will be restricted to those eligible for membership in the Faculty Association and include only those with three or more years of service at B.C.C.

**The Deans in the area of Instruction and Student Development; the Division Chairperson in Instruction and Learning Resources; and the Director of Counseling, and the Director of Measurement and Evaluation.

8. The first EPRAC committee elected will draw lots for two-year and one-year terms. Thereafter the term of committee membership will be two years, commencing October 1.
 9. The pool alternates will serve a one year term unless reelected.
 10. When an original committee member cannot serve on a case because he is directly involved in the case being considered or believes that he may be unable to render an objective decision, the remaining committee members shall elect his temporary replacement from the relevant pool by simple majority. Any other vacancy on the committee will be filled in the same manner.
- F. The EPRAC will have an organization meeting within the week after elections to establish the following:
1. The committee will elect a chairperson and a secretary.
 2. A quorum will consist of five faculty and two administrators.
 3. Each member (including the chairperson) will have one vote.
 4. Votes will be cast by secret ballot.
 5. All reviews and appeals to be considered by the committee will be sent to the chairperson.
- G. The following guidelines will be used to govern the proceedings of EPRAC:
1. If a faculty member evaluation team member, or chairperson chooses to initiate an appeal, he will notify in writing the Chairperson of EPRAC. The Chairperson of EPRAC will contact all concerned parties and request that the division chairperson to submit to the

- Chairperson of EPRAC all relevant data. The Chairperson of EPRAC will set the date for the committee's hearing.
2. In all proceedings of the EPRAC each participant will be guaranteed to the right to present witnesses and submit evidence he deems valuable to his case, and EPRAC may ask witnesses to appear and testify.
 3. Both parties involved will have two free challenges: each of the parties involved may dismiss two members from the committee and the replacement(s) will be elected by the committee from the pool.
 4. At the conclusion of its proceedings the EPRAC will prepare a written report signed by the Chairperson and Secretary. (This may include a majority and minority report). The EPRAC's report will be delivered as soon as possible to the division chairperson and the faculty member. A copy of the Committee's report will be attached to the final evaluation report in the faculty member's file.
 5. The committee will keep a record of its proceedings and a copy of all materials generated by the committee which have been placed in the personnel file. This record will be kept in a special college file for EPRAC.
 6. All materials not included in the personnel file will be destroyed after a period of no less than four and no more than five years.
 7. At any time during the hearing, the initiator may terminate the proceedings. In this case, a statement that the initiator

introduced and dropped the petition will, only at the faculty member's request, be forwarded and attached to the copies of the final evaluation report.

- V. In the event that either the Faculty Association or the Board of Trustees anticipates or experiences a problem with the implementation of the policies and procedures defined herein, that party may petition the other to reconvene the Joint Faculty-Administration Committee on Evaluation. The Committee must be reconvened to consider alterations to these policies and procedures set forth in the Evaluation Practices, Review and Appeals. Such changes or supplements as the Committee may recommend are subject to the approval of both the Faculty Association and the Board of Trustees according to the procedures in VI below.
- VI. The processes of evaluation stated herein shall apply only after a secret mail ballot ratification by the faculty and approval of the Board of Trustees. Ratification shall be defined as the approval by 2/3 of the total number of faculty members from whom ballots are received. Ballots shall be counted by the Joint Committee on Evaluation.

CRITERIA FOR EVALUATION OF TEACHING FACULTY

Under each of the areas of evaluation, suggested criteria on which the evaluation in that area is to be based are shown. These evaluative criteria may be viewed as parameters which define the institutional role of a teaching faculty member at Burlington County College. Therefore, objectives set by the faculty member as a basis for his evaluation should be structured so as to lend themselves to assessment using these criteria. An objective may satisfy more than one criterion. Conversely, any one criterion might be satisfied by more than one objective. The criteria shown are not meant to be all inclusive nor is it intended that each criterion will necessarily apply to each faculty member's objectives. However, each asterisked criterion is considered mandatory.

Student evaluation is an essential element in any systematic approach to instruction. Upon mutual agreement, between the faculty member and his/her evaluators, student surveys may be used as part of the evaluation process. The role of these surveys, their relative weight and their content shall also be subject to the mutual agreement of all parties at the time the criteria and methods of the evaluation are established. In the event that mutual agreement cannot be reached in any of the above matters, the issue shall be placed before the EPRAC for resolution.

I. Criteria for Evaluation of Instructional Performance

A. Instructional Performance--Preparation

- *1. Develops clearly defined and appropriate goals.
- *2. Uses appropriate diagnostic procedures and instruments to ascertain student needs.
- *3. Strives to identify in performance terms the cognitive and/or

affective objectives which students are to achieve in each learning sequence and the conditions under which they are to demonstrate the degree to which they have attained these objectives.

4. Selects content and organizes course so as to demonstrate a specific knowledge of subject matter as well as an understanding of the principles of continuity, sequence, and integration.
 - *5. Develops and/or uses instructional strategies which enable students to achieve specific learning objectives.
 6. Provides for alternative methods of instruction to meet the needs of different students.
 7. Is aware of and selects learning resources appropriate to the specified learning objective, utilizing as fully as possible the unique learning resources and environment provided by Burlington County College.
 8. Attempts to develop interdisciplinary experiences for students. (Relates learning materials to that of other courses, etc.)
- B. Instructional Performance--Implementation
- *1. Shows concern for the academic welfare of students, (e.g., endeavors to motivate students to achieve learning objectives).
 - *2. Communicates effectively at level appropriate to the ability of students to understand and assimilate.
 - *3. Prepares thoroughly for each learning activity.
 - *4. Maintains an atmosphere conducive to the learning situation (e.g., Avoids and/or curtails inappropriate student or teacher behavior.)

- *5. Fosters an atmosphere of respect in relationships with students.
- C. Instructional Performance--Evaluation of Results of Instruction
 - *1. Uses appropriate evaluative instruments which effectively measure the degree to which the student has achieved the goals and objectives of the learning sequence.
 - *2. Is fair and reasonably prompt in evaluation of student performance.
 - *3. Establishes clearly defined grading procedures and standards in accordance with the grading policy of the College.
 - *4. Collects and uses feedback from experience with students to revise and update content, objectives, and instructional strategies.
- II. Responsibilities as a Member of the College Community
 - A. Effectively serves on and/or chairs Divisional and College-wide committees.
 - *B. Assumes divisional responsibilities.
 - C. Uses his professional skills and abilities in community affairs.
 - *D. Properly and promptly performs routine administrative duties (reports, forms, grades, etc.).
 - E. Accepts responsibilities for performing institutional tasks beyond normal assignments, (e.g., organizes and conducts conferences, prepares funding proposals, acts as advisor to student groups and clubs, etc.).
 - *F. If assigned student advisees, competently performs duties as outlined in the Faculty Advisor's Handbook.

- *G. Is punctual and consistent in attending scheduled meetings with students (class, labs, office hours, appointments, etc.)
- *H. Shows evidence of professional growth by at least one of the following activities:
 1. Relevant advanced study.
 2. Activity in local, state, and national professional organizations.
 3. Participation in independent study and workshops, in-service training, seminars, conferences, etc.
 4. External publications.
 5. Other

Burlington County College

BOARD POLICY

Title: Affirmative Action and Equal
Opportunity Employment

No. 156

Date: May 16, 1972

Supersedes:

1. Equal Opportunity Policy:

Burlington County College is, and has been since its inception, an Equal Opportunity Employer offering employment, transfers and promotions solely on the basis of demonstrated qualifications for the position involved without regard to race, creed, sex, religion, or national origin.

2. Nepotism:

The basic criteria for appointment and promotion of all College staff shall be appropriate qualifications and performance. Relationship by family or marriage shall constitute neither an advantage nor a deterrent to appointment by the College. Appointment shall be based upon the needs of the College for such services and provided that the individual meets and fulfills the College appointment standards.

No individuals shall be assigned under the supervision of an immediate relative who has or may have a direct effect on the individual's progress or performance, or where that supervisor is empowered to either initiate or participate in institutional decisions involving a direct benefit to that individual.

3. Affirmative Action Policy:

In order to extend equal opportunity policy into a specific action program resulting in more formalized and aggressive implementation, as well as to support the national movement toward rectifying the employment inequities experienced in the past by various groups, the Board of Trustees establishes the Burlington County College Affirmative Action Program. Its basic premise is to follow a positive plan of action in seeking ways to effect equal opportunity employment. This program carries with it a specific awareness of, total commitment to and performance in correcting and/or preventing any inequities in employment practices. It will require that the college community make every conscious and conscientious effort in good faith to assure maximum utility of minority group members and women in all areas and at all levels of its work force. Active recruiting of members of minority groups and women as candidates for employment as well as specific effort to provide optimum opportunities for their promotion and transfer to broader career experiences and to utilize potential skills shall be fully implemented under this program.

Burlington County College

BOARD POLICY

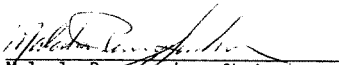
Title: Affirmative Action and Equal
Opportunity Employment

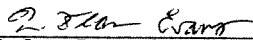
No. 156

Date: May 16, 1972
Supersedes:

Finally, the College will institute uniform procedures aimed at alleviating discrimination in college construction projects by requiring construction contractors and subcontractors who deal with the College to comply with a proposed Burlington County College Contract Compliance Program Policy. The policy will be established, based on models currently under review, for both legal and ethical compliance with existing and anticipated statutes and practices.

Approved by:


Malcolm Pennypacker, Chairman


N. Dean Evans, Secretary

Burlington County College

ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal
Opportunity Employment

No. 157

Date: April 11, 1973
Supersedes:

1. Purpose: To implement on a continuing basis Board Policy 156 on this topic and to ensure that all personnel policies and procedures are administered in an affirmative and equal manner.

Note: Minority group members include American Indian, Negro, Oriental, and Spanish-surnamed individuals. Women are also covered by this procedure.

2. Assignment of Responsibility

- a) General operational responsibility rests primarily with the Personnel Administrator.
- b) Each College Administrative officer shall be responsible for implementation of the procedure in his functional division of the College.
- c) Every supervisor shall be responsible for procedural implementation in his or her area of authority.

3. Communication

The Personnel Department shall inform the College Community of provisions of the policy and procedure.

4. Minority and female employment profile analyses shall be conducted as deemed necessary by the College Administration and may include the following:

- a) Statistical analysis and evaluation of work force to determine its composition by race and sex and indicate utilization of minorities and women monthly.
- b) Attitude analysis of work force.
- c) Establishment of goals for minority and female employment and time-tables for completion of same.

5. Specific Affirmative Action Measures

- a) Employee performance counseling

- (1) Supervisor and appropriate dean shall meet with any employee who is not performing satisfactorily in his job. If counseling fails to elicit satisfactory performance from the employee, the decision of whether or not to terminate the employee will be determined by the appropriate dean and the supervisor, not unilaterally by the supervisor. This counseling requirement

Burlington County College

ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal
Opportunity Employment

No. 157

Date: April 11, 1973
Supercedes:

prior to termination need not be fulfilled when immediate termination is justified as in the case of an employee committing a criminal act. The Personnel Administrator shall serve in an advisory capacity in all cases of proposed termination.

Written records of any counseling sessions shall be maintained and reviewed by the three aforementioned parties.

Following this procedure should provide College-wide uniformity in decisions to terminate employees and may result in the retention of employees who otherwise might have been unjustly terminated.

- (2) When an employee resigns or is terminated by the College, an exit interview shall be conducted by the Personnel Department. One purpose of this interview will be to try to determine the exact reason that the employee is terminating and particularly whether administrative, economic, technical, or equality of opportunity factors are involved.

b) Recruitment Procedures

- (1) All position vacancies (administrative, instructional, and non-instructional) shall be advertised internally via the Newsletter or special memorandum. Student position vacancies shall be advertised in the Hotline. The only exception to this procedure will be temporary jobs of less than seven weeks anticipated duration. At least five working days shall elapse between the date a position is advertised and the date an applicant is selected.

- (2) Hiring of employees shall be centrally coordinated as follows:

Administrative:	President's Office
Instructional:	Vice-President for Academic and Student Affairs and/or Dean of Student Development
Non-Instructional:	Personnel Department
Student:	Personnel Department (except that those positions involving student financial aid shall be processed by the Office of the Director of Financial Aid)

Burlington County College

ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal
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No. 157

Date: April 11, 1973
Supercedes:

- (3) Utilize recruitment sources of minority groups and women such as personal referrals, advertisements in minority publications, distribution of notices of position vacancies to minority organizations and educational institutions, etc.
- (4) Written justification on Interview Report Form shall be required of every supervisor to support his selection of a candidate for employment; all applicants must be ranked by the employing supervisor. Such justification and ranking structure shall be submitted to the Personnel Department.
- (5) Promotion - continually analyze potential of employees and identify those ready for promotion. Where additional training is needed, counsel employees to advise them of their potential and suggest methods of obtaining the training and education including courses available at the College needed to qualify them for promotion.

Written justification and ranking of all candidates shall be required by every supervisor to support his selection. Such records shall be maintained in the Personnel Department.

c) Accurate Job Description Maintenance

Ensure that only necessary qualifications and actual duties are reflected to provide maximum employment and job mobility opportunities for all individuals.

6. Internal Auditing System

- a) Monitor all hiring and maintain complete records on applicant flow and justification to substantiate employee selections.
- b) Maintain complete records of all personnel actions.

7. Take such other actions as deemed necessary by College Administration to implement policy.

APPENDIX D-1

Payday Schedule - Fiscal Year 1976

	<u>1975</u>		<u>1976</u>
July	11 25	January	9 23
August	8 (**) 22	February	6 20 (**)
September	5 19	March	5 19
October	3 17 31 (* (**))	April	2 15 (**) 30 (*)
November	14 26	May	14 28
December	12 (**) 24	June	11 (**) 25

(*) No PERS or TIAA deductions.

(**) Applicable overload and adjunct checks will be prepared. Issuance, however, will be in accordance with the Faculty Collective Agreement or college policy.

The pay dates for regular faculty members (collective bargaining unit) who may be under contract to teach the Summer term begins with the pay date of July 11, and continues on the successive dates of July 25 and August 8.

APPENDIX D-2

Payday Schedule - Fiscal Year 1977

<u>1976</u>		<u>1977</u>	
July	9 23	January	7 21
August	6 (**) 20	February	4 18 (**)
September	3 17	March	4 18
October	1 15 29 (*) (**)	April	1 15 (**) 29 (*)
November	12 26	May	13 27
December	10 (**) 24	June	10 (**) 24

(*) No PERS or TIAA deductions.

(**) Applicable overload and adjunct checks will be prepared. Issuance, however, will be in accordance with Faculty Agreement or college policy.

The pay dates for regular faculty members (collective bargaining unit) who may be under contract to teach the Summer term begins with the pay date of July 9, and continues on the successive dates of July 23 and August 6.

APPENDIX D-3

Payday Schedule - Fiscal Year 1978

<u>1977</u>		<u>1978</u>	
July	8 22	January	6 20
August	5 (**) 19	February	3 17 (**)
September	2 16 30 (*)	March	3 17 31 (*)
October	14 28 (**)	April	14 (**) 28
November	11 25	May	12 26
December	9 23	June	9 (**) 23

(*) No PERS or TIAA deductions

(**) Applicable overload and adjunct checks will be prepared. Issuance, however, will be in accordance with Faculty Agreement or college policy.

The pay dates for regular faculty members (collective bargaining unit) who may be under contract to teach the Summer term begins with the pay date of July 8, and continues on the successive dates of July 22 and August 5.

A P P E N D I X E

COUNSELOR LOAD FORMULA

General Provisions

- A. All full-time students may receive a counselor assignment.
- B. Any unassigned student, upon completion of a counselor request form, said form to be mutually agreed upon by counseling staff and college administration, will be given a counselor assignment by the Director of Counseling. Such forms shall be in triplicate: one copy to be retained by the Director of Counseling, one copy to the student, the third copy to the assigned counselor.
- C. The opportunity to counsel students in addition to the regular semester/term assignment shall be given to College persons who have faculty rank as Student Development Specialists before offering the opportunity to other persons.
- D. A full-time counselor load will consist of 10 points per semester and 5 points for the Spring term.
- E. Counseling of full or part-time students.
 1. 375 students equals 5 points. This is a basic counseling load and is guaranteed at 5 points.
- F. Teaching DSD
Counselor Teaching Load Formula

The teaching of DSD courses shall be calculated as part of counselor teaching load by use of the following formula which includes contact, preparation and evaluation points.

1. Contact Points

The number of contact points equals .25 times the number of 50 periods the class meets for 14 weeks.

2. Preparation Points

The number of preparation points equals:

- a) The product of .25 times the number of credits offered for the course.
- b) If there are more contact periods than credits then add the product of .10 times the number of additional periods per week for 14 weeks.
- c) A second and subsequent section(s) of the same course in the same semester would have one-half the preparation of the first offering.

3. Evaluation

The number of evaluation points is equal to the number of students times .05.

The counselor has an option to select either the formula as stated above or the point for point basis (3 credit course = 3 points; 2 credit course = 2 points).

G. Other professional duties

2 points. This is a constant with no fluctuations of point values.

1. Assignment to one academic division or EOF.
2. Up to three hours per week in the Career Center.
3. Registration Day advising and counseling.
4. Pre-enrollment counseling (during Fall and Winter semester).
5. Counselor department meetings.
6. Committee assignments.
7. Other non-teaching professional requirements of faculty.

H. The Career Planning and Transfer Counselors will have their total number of advisees reduced from 375 to 100. Therefore, the Career Planning assignment and the Transfer assignment will equal 3.67 points in the load while the basic minimum of advisees (100) will equal 1.33 points.

I. Overload will occur when the number of points exceeds 10 in any one semester or 5 in the Spring term.

1. Teaching overload will be compensated in accordance with paragraph F above.
2. Counseling overload will be paid as follows:
 - a) The total number of advisees in excess of 375 will be divided by 75 and then applied to the counselor overload point rate (base salary divided by 25 multiplied by .67).
 - b) Payment will be made at mid-term on 1/2 of the overload points. Final payment adjustments will be made on the basis of the student count on the last day of the semester or term. Sufficient time will be allowed for the data to be processed through payroll.
3. For evening and weekend assignments, the counselor will be paid on the number of hours per week divided by 3.75 multiplied by the value of 1 point.

- J. In the event that a counselor does not teach in a semester or term, the counselor will be assigned additional counseling duties of 75 students. In addition, and at the direction of the Director of Counseling, and in consultation with the individual concerned, other duties may be assigned. These are:
1. Career Center duties over and above the hours stipulated herein.
 2. Specific research and development projects.
 3. Curriculum development.
 4. Pre-enrollment counseling (during Spring term).
 5. Any combination of the above.
- K. In cases where a question concerning load interpretation arises between the counselor and the Director of Counseling the following procedure shall be used:
1. The counselor will designate another counselor or unit member and the Director of Counseling will designate another administrator. The four individuals will then decide upon the proper interpretation.
 2. For the purpose of these interpretations, no determination reached hereunder shall be grievable.