

**AGREEMENT BETWEEN BROOKDALE
COMMUNITY COLLEGE
AND THE
BROOKDALE COMMUNITY COLLEGE
FACULTY ASSOCIATION**

JULY 1, 2004 - JUNE 30, 2007

Brookdale Community College
765 Newman Springs Road
Lincroft, NJ 07738-1543

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2004-2005**

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**Student Development:
Cathy Goode & Alice Dressner-Ehrlich**

The parties have agreed to highlight language that was modified or added during the most recent negotiations for reference purposes only.

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PREAMBLE

This Agreement effective the **1st day of July, 2004** is made by and between the Board of Trustees of Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "Board," and the Brookdale Community College Faculty Association, hereinafter called the "Association."

ARTICLE 1 - RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning terms and conditions for all full-time faculty members.

1.2 The term faculty member where used hereinafter in the Agreement shall refer to all personnel of the College who are employed under a full-time Academic Contract. References to faculty members shall be construed to include both male and female who are full-time employees.

1.3 Faculty members shall be recognized as those persons who have the responsibility to implement the educational, instructional program of the College. Faculty members are those persons who perform any of the following functions:

- A. Preparation and utilization of instructional materials;
- B. Counseling of students in the instructional program;
- C. And presentation of the instructional program.

ARTICLE 2 - NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 The parties agree to enter into collective bargaining over a successor agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34: Chapter 13A), in a good faith effort to reach agreement on matters concerning terms and conditions of the employment of faculty members. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this present agreement expires. Any Agreement so negotiated shall be reduced to writing and submitted to the Board and the Association by their duly authorized representatives. The Agreement, if ratified by the Board and the Association and signed by both parties, shall be adopted by the Board.

2.2 This Agreement shall not be modified in whole or in part except by an

instrument duly executed in writing by the Board and the Association.

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ARTICLE 3 - BOARD AND ASSOCIATION RELATIONSHIP

3.1 The Board has the responsibility and the authority to manage and direct on behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

3.2 The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.

3.3 The Board retains the right to discipline or discharge faculty members for just cause. Any such action asserted by the Board shall be subject to the Grievance Procedure within the limitations therein set forth.

3.4 The Board and the Association agree there shall be no discrimination, restraint, or coercion by either party against any employee because of membership in the Association or for refusal to join the Association.

3.5 The Board agrees to furnish the Association, in response to formal requests of the Association, public information pursuant to Chapter 73, Public Laws of 1963 (N.J.S.A.47:1A-1 et. seq.)

3.6 The Board, upon formal request of the Association, and following approval of the administration, shall permit the Association to use the facilities of the College for the purpose of Association meetings. Such approval shall not be unreasonably withheld and shall be in accordance with the rules and procedures of the College in force at the start of this contract. Furthermore, upon similar request and approval, the Association shall be allowed the use of equipment of the College, including typewriters, duplicating machines, calculators, computers, computer related equipment and audio-visual equipment.

3.7 The Association agrees that its use of facilities and equipment shall be restricted to such times that do not preempt the use of the requested facilities and equipment for instructional purposes or usage by students of the College. The Association shall be liable for the cost of repairs or damage, if incident to approved use of facilities and equipment by its membership. The Association shall also pay for the uses of paper and supplies required by various duplicating

or reproduction processes at costs determined by the College.

3.8 The Association shall have access to the campus mail services for on-campus communication purposes. The Association shall not post any items for mailing outside the campus locations except when such items have the required postage affixed thereto. The College will mail off-campus correspondence and charge back to the Association.

3.9 The Association shall have in each classroom/faculty office the exclusive use of a bulletin board for the posting of legitimate Association business. The Association shall pay for the boards. Their location and design shall be worked out with the Physical Plant office.

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3.10 The Board and the Association agree to share equally the full cost of reproducing not more than six hundred (600) copies of this Agreement in the print shop of the College.

3.11 The current office space, including furniture and telephone assigned to the Association, will be maintained. Cost of telephone service will be borne by the Association.

3.12 The College will distribute a Faculty Association packet to each newly hired faculty member when the hiring occurs. The Faculty Association shall make a presentation during new faculty orientation.

ARTICLE 4 - ACADEMIC FREEDOM

The Board herein declares its commitment to sustain the principles of academic freedom, which are essential to both teaching and research, the basic functions of higher education:

A. Freedom in research and publication where these activities does not interfere with adequate performance of academic duties.

B. Freedom in the classroom to discuss controversial issues relating to a subject, with the knowledge that faculty members have an obligation to bear in mind their unusual influence on the opinions and values of the students with whom they work.

C. Retention of all faculty members' rights as citizens to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.

D. The Association affirms its sensitivity to the impact which the teacher image exerts upon the public judgment of the profession and the College. To promote the interest of the profession and the College, the Association shall encourage that its members be accurate at all times as they represent the learning of their disciplines and always show respect for the opinions of others while clearly imparting to all that a faculty member is neither an official nor institutional spokesman for the College.

ARTICLE 5 - PATENT AND COPYRIGHT POLICY

5.1 All property rights in books and software written, electronic and distance learning materials, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, and the like) and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, including any books and software, electronic and distance learning materials, teaching aids, or equipment written, developed or designed by any staff member in conjunction with his or her teaching assignment, with any extended or released time or

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assigned project authorized or directed by the College, or written, developed, or designed prior to becoming a member of the College staff. Such property rights shall, subject to paragraph 5.3 hereof, include:

A. The right to publish for private profit and the right to copyright any book, software, electronic and distance learning materials, manual, or printed official materials, and

B. The right to negotiate privately with any person, firm, or corporation for the manufacture of any equipment or teaching aid and the right to acquire any patent rights which may be obtainable thereon.

5.2 The property rights and joint projects of staff members undertaken either as part of a teaching assignment, released time or assigned projects, or on their own time, shall be shared by the participants in such manner as they shall agree in writing.

5.3 Notwithstanding the property rights of any staff member or members in any books, software, electronic and distance learning materials, teaching aids, or equipment published, developed, or designed by said staff member or members, Brookdale Community College shall, to the extent of that said book, software, electronic and distance learning materials, teaching aid, or equipment was written or designed in connection with an extended or released time project or program, have a joint property right therein.

Said joint property rights shall entitle the College to use or purchase said book, software, electronic and distance learning materials, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as Brookdale Community College has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the College paid for that part of the project or program which resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for a like amount of time at the part-time rate for his particular salary category and such other costs as may be involved in the project.

Once reimbursement for such extended or released time has been made, any joint property rights of the College shall cease and all royalties, commissions, or pecuniary profit thereafter earned by the sale of said book, software, electronic and distance learning materials, teaching aid, or equipment, to any purchaser thereof shall belong exclusively to the staff member or members.

5.4 The College shall have non-transferable rights, in perpetuity, to unrestricted use within the College of all courses, inventions, discoveries or writings made or authored by members of the staff or faculty while employed by the College.

Further, the College shall have the right to use all non-patented and non-copyrighted courses, inventions, discoveries or writings in program exchanges with other non-profit institutions so long as aforesaid exchange is of a noncommercial nature and not involving exchange of cash and/or other gratuities.

5.5 A staff member, by executing an employment contract with the College, hereby agrees to give the College the joint property right herein above described.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 A grievance is a claim by a faculty member or the Association regarding:

- A. An evaluation of the employee;
- B. A disagreement regarding salary increment such as less than normal increment or failure to receive a promotion (if such promotion is available) where the employee feels he/she has earned such promotion;
- C. Work assigned;
- D. Any violation of the Board of Trustees approved terms and conditions specifically referred to in an agreement with a recognized employee association, or in the case of an academic employee, his/her specific contract;
- E. Any violation of College Policies, Regulations, or Procedures if, as a result of such violation, the employee can show where he/she has been personally grieved.

6.2 No reprisal of any kind will be taken against any employee for participating in the Employee Grievance Process. Any grievance form and/or supportive documents submitted during the time a grievance is in process will not become part of his/her official personnel file. Such forms and/or documents will be kept in a separate grievance file and only the officers of the College and the Dean of Human Resources will have access to these files.

6.3 The Employee Grievance Process will include both informal and formal steps regarding grievance, which will afford the employee an informal hearing before his/her Division Chairperson, or immediate supervisor and a formal hearing before the Executive Vice President, Educational/Student and Outreach Services (Step 1), and the President of the College (Step 2). At no time, however, will the grievant be allowed to go to the formal stage without complying with the informal step, and all steps in the formal stage must be followed in order. The Association may be involved at the informal level but must be involved in all formal steps.

6.4 An employee who believes he/she has a grievance must submit a written grievance (Form PE-33) within thirty (30) working days from the time the employee knew or should have known of its occurrence. Failure to comply within the time limits as specified above or as indicated below, will, if failure on the part of the grievant, disallow the grievance, or if failure on the part of the administrators, allow the grievance to proceed to the next step. Notification will be given to grievant.

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A. The grievant will lodge his/her grievance with the person hearing the next step of the formal stage within the following number of working days:

1. Step 1 (Executive Vice President, Educational/Student and Outreach Services) - thirty (30) working days;
2. Step 2 (President) - five (5) working days;

B. The person hearing the step of the formal stage will set the hearing within the following number of working days of the receipt of the grievance or Notice of Appeal;

1. Step 1 (Executive Vice President, Educational/Student and Outreach Services) - five (5) working days;
2. Step 2 (President) - five (5) working days;

C. Disposition of the grievance will be made within the following number of working days after the hearing:

1. Step 1 (Executive Vice President, Educational/Student and Outreach Services) - three (3) working days;
2. Step 2 (President) - three (3) working days

It will be the responsibility of the grievant to verify to the person hearing the grievance, receipt or non-receipt of the form scheduling him/her for a hearing in all steps of the grievance process. Such verification must be made prior to 12:00 noon of the fourth (4th) working day after the grievance or Notice

of Appeal has been lodged in each step of the process. The time limits specified may, however, be extended by mutual agreement.

6.5 If at any step the grievance is allowed, the person who allowed the grievance will refer its ruling to the person who was involved in Step 1 of the formal stage of the Grievance Process, directing that action be taken, with a recommendation of the corrective action to be taken within a specified time.

6.6 Arbitration

A. If the aggrieved person is not satisfied with the disposition of his/her grievance by the President and the grievance is based upon a violation of the contract between the Board of Trustees and the Association, he/she may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

B. The Association shall request a list of arbitrators from the Public Employment Relations Commission (P.E.R.C.). The parties shall then be bound by the rules and procedures of P.E.R.C.

C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final

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statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties.

D. The following shall not be submissible to arbitration: The failure or refusal

of the Board to renew the contract of an employee not under tenure; instances in which charges have been brought against an employee claiming tenure pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10 et seq.); failure to receive a promotion.

E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6.7 Any aggrieved person may be represented at all stages of the grievance procedure by him or herself, or, at his/her option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6.8 If, in the judgment of the Association, a grievance affects a group class of faculty members, the Association may submit such grievance in writing to the President directly and the processing of such grievance shall be commenced at Step Two. The Association may process such a grievance through all steps of the grievance procedure even though the aggrieved person does not wish to do so.

6.9 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 7 - FACULTY PROMOTION PROCEDURE

7.1 Time Schedule

In all instances where a specified date in the promotion procedure schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail.

1. First Day of Classes in the fall semester

Notice sent to all faculty with deadline for one page promotion application. The application and promotion packet checklist will be available in the Division offices (including the Library and | Student Development).

2. September 15

**The one page promotion application due in Division Offices.
(See Appendix 2)**

3. September 30, 2004; September 29, 2005; September 28, 2006

Information meeting for all faculty applying for promotion.

4. October 1-October 31

The Division Promotion Committee will be appointed by the Division Chairperson, Director, or other appropriate supervisor of each Division. (See 7.4.B. for committee composition.) The committees will meet during the month of October to select a Chairperson.

5. November 15

Promotion packets are due in Division Offices. Packets will be reviewed by the Division Promotion Committee Chairperson and the Division Chair, Director, or other appropriate supervisor for completeness.

(See below and Article 7.2.II for required contents). Please note: Packets submitted by the November 15 deadline must include all required material and appendices except as noted in this section. Required elements of the promotion packet due at this time are:

a. promotion packet checklist

b. application for promotion in rank

c. curriculum vitae

d. self report

e. evaluation: two (2) official student evaluations and three (3) supervisor evaluations (including the evaluation report (PE47), personal performance objectives (PE 48), supervisor observations*, and optional faculty response form (PE14), and

f. appendices (optional)

*** Required inclusion effective November, 2003. Any separate form currently accepted by the EVP may be used.**

**6. November 16–23, 2004; November 16-23, 2005;
November 16-22, 2006**

The Division Chairperson, Director or other appropriate supervisor and the Division Promotion Committee Chairperson will review the candidate packets for completeness. If the Division Chairperson, Director or other appropriate supervisor and the Division Promotion Committee Chairperson find the November 15 packet to be incomplete, the packet will be returned to the promotion candidate and will not be forwarded to the Division Promotion Committee.

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7. November 24, 2004 – January 19, 2005; November 28, 2005 – January 18, 2006;

November 27, 2006 – January 17, 2007 (first day of instruction, Sp 07)

The following items ONLY may be added to the promotion packet by the promotion candidate:

a. an optional single page addendum to the self-report

b. one (1) supervisor evaluation (including the evaluation report (PE47), personal performance objectives (PE 48), supervisor observation*, and optional faculty response form (PE14))

c. two (2) official student evaluations

The Division Chairperson, Director or other appropriate supervisor must stamp and date all material received before it is added to the promotion packet between November 24 and January 21.

*** Required inclusion effective November, 2003. Any separate form currently accepted by the EVP may be used.**

8. December 2, 2004; December 1, 2005; December 7, 2006

Meeting of all Division Committees with members of the College-Wide Promotion Committee to explain procedures and deadlines.

9. January 20, 2005; January 19, 2006; January 18, 2007 (day after the first day of instruction, Sp 07)

The Division Chair, Director or other appropriate supervisor and the Division Promotion Committee Chairperson will certify that all required material is present in the promotion packets. Incomplete packets will not be forwarded to the Division Promotion Committee.

The final responsibility for completeness and authenticity of packet rests with the candidate.

10. January 21-February 15, 2005; January 20-February 15, 2006; January 19 (2 days following the first day of instruction, Sp 07)-February 15, 2007

Division Promotion Committees are to meet and conduct interviews and business during the above time. The committee must meet the last week of January to establish a schedule of interviews for candidates.

a. All packets must be reviewed in their entirety by each committee member

b. Interviews must be conducted

c. One-half hour interview must be scheduled and available to each candidate

d. Candidate may bring one support person into the interview if he/she so chooses

e. No committee member will be permitted to vote unless present at all interviews

f. All names of eligible candidates will be rank ordered and submitted with a written narrative. Candidates without a numerical ranking will not be considered for promotion by the College-Wide Promotion Committee.

11. February 15

The Division Promotion Committee will forward its recommendations to the Chairperson of the College-Wide Promotion Committee. The Division Promotion Committees will notify candidates of recommendations forwarded to the College-Wide Promotion Committee within one week of making the recommendations.

12. February 16 - March 10, 2005; February 16 – March 10, 2006; February 16 – March 12, 2007

The College-Wide Promotion Committee will review the recommendations of the Division Promotion Committee and submit its rank ordered list of faculty recommended for promotion to the President. The College-Wide Committee will notify the candidates of recommendations forwarded to the President within one week of making the recommendations.

7.2 Promotion Packet

1. Two (2) copies of the promotion packet are to be submitted to the Division Office using a 2" Binder. All required and any supplementary materials must fit within the regulation binder. One copy will be retained in the Human Resources Office. The second copy will be returned to the promotion candidate at the conclusion of the promotion process.

2. Required Contents

No packet will be considered if any part of the following items A through G is missing:

A. Checklist certifying packet completeness and authenticity (should be first page of packet)

B. Promotion application copy of "Application for Promotion in Rank" (see Appendix 2) with correct Division date stamp.

C. Curriculum Vitae
Use the sample outline based on all topics provided in Appendix 3. Spaces may be adjusted based on your

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individual needs and topic selection. Include the following topics since your last promotion only:

a. Education and experience

- * Degrees (include all degrees, with dates of completion)**
- * Additional higher education**
- * Experience within the College**
- * Other experience outside of College**

b. Curriculum Development

- * New courses**
- * Course revisions**
- * Special projects**
- * Non-print materials**
- * Supplemental print materials**

c. College Service (indicate whether compensated or voluntary)

- * Committee work**
- * Grant activity**
- * Clubs**
- * Academic leadership**

d. Professional Growth

- * **Publications**
- * **Conference/workshops presented/attended (dates and places)**
- * **Exhibitions (dates and places)**
- * **Memberships in Professional Organizations**
- * **Other professional activities**

e. Community Service

List those activities that bear a direct relationship to your position at Brookdale; e.g., speaking engagements, involvement with outside organizations, institutions and agencies.

D. Self Report

In narrative form expand, highlight or add to the activities you have listed in the categories above (including your assessment of your most important contributions to the Division/College). Include information since the last promotion only. Length is limited to five (5) pages.

E. Official Student Evaluations

Official student evaluations appropriate to teaching, counseling, or librarian faculty covering the period since the last promotion are required. Only four (4) sets of official student evaluations are to be submitted in this section. If

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more are submitted, the four (4) most recent will be used. Additional student evaluations may be included in the Appendix portion of the packet. Include any discussion of your evaluations.

a. Teaching faculty must include the official student evaluation results from at least two (2) different

courses and/or evaluation periods from semesters taught for load since the last promotion.

b. Librarian faculty must include official student evaluations of librarians from each of the last four years.

c. Counseling faculty must include all official Counseling Survey results since the last promotion.

F. Supervisor Evaluations

The supervisor evaluations include an evaluation report (PE47), Personal Performance Objectives (PE48), supervisor observations, and optional Faculty Response Forms (PE14). Include four (4) evaluations, PPOs, and supervisor observations* from the most recent four (4) years. If completed, Faculty Response Forms (PE14) may also be included.

Evaluations must be performed at least once per year by April 1. Applicants for promotion should request that the supervisor evaluation be done in the Fall term to ensure that their packet includes an evaluation for each of the last four years. Such requests are the applicant's responsibility.

*** Required inclusion effective November 2003. Any separate form currently accepted by the EVP may be used.**

G. Appendices (Optional)

If you wish, you may include copies of curriculum development, publications, additional student evaluations, peer evaluations or other materials in this section. All supplemental materials must fit within the one regulation binder.

7.3 Approved Promotion Criteria

1. Faculty who are recommended for tenure at the instructor level will automatically be awarded promotion to assistant professor at the time tenure is awarded.

2. Faculty ineligible for tenure will not receive consideration for

promotion.

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3. Only faculty who are in rank for a period of four years are eligible for promotion (must be in fourth year when filing application).

4. Guidelines for promotion to next rank:

A. Instructor to Assistant Professor:

Automatic promotion from Instructor to Assistant Professor is based on teaching excellence. Once teaching excellence is achieved it is expected that this would be continued into each additional promotion, but it is not a rationale for additional promotion by itself.

B. Assistant to Associate Professor:

Promotion from Assistant Professor to Associate Professor should include maintenance of teaching excellence for which the candidate has already been promoted, and contributions made by the candidate on the Division level. An example would be expanded service to the Department, Division or College, and evidence of significant professional growth and development since the last promotion.

C. Associate to Professor:

Promotion from Associate Professor to Professor should include maintenance of teaching excellence, maintenance of expanded service to the Department, Division or College for which the candidate has already been promoted, and significant professional growth and development since the last promotion. The major difference between Associate Professor and Full Professor is that the contributions to Department, Division and College should focus on leadership, which

impacts on a college-wide basis.

5. Excellent teaching/counseling/provision of information services is the most important criterion for faculty.

6. Faculty who are applying for promotion will be required to submit official student evaluations. (See 7.2.F.)

7. Time in rank may be used to break a tie.

8. Faculty who are not promoted may request a meeting with the Division Committee/College-Wide Committee (where appropriate).

7.4 Procedures for Division Promotion Committees

A. There will be a faculty promotion committee for each major academic unit: Division, Library, and Student Development Specialists.

B. Each Division Promotion Committee will be made up of full professors – one from each Department, appointed by the Division Chair as follows:

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The most senior eligible full professor is appointed for a three-year term. A faculty member is not eligible for reappointment on the Division Promotion Committee for consecutive three-year terms. In the absence of a full professor in a department or if the most senior full professor declines/defers the appointment, the most senior highest-ranking faculty member in that department not applying for promotion will be appointed for one year within the three-year term.

A faculty member may not serve on the Division Promotion Committee and the College Wide Promotion Committee at the same time.

C. The Division Promotion Committees will be responsible for the following:

- 1. Evaluating applicants' packets**
 - 2. Interviewing applicants**
 - 3. Submitting the rank ordered recommendations and supporting narrative to the Chair of the College-Wide Committee**
 - 4. Providing to any applicant who requests it, the committee's collective rationale for its decision**
 - 5. Keeping a record of its deliberations for three years**
- D. Each committee will submit its final recommendations to the Chair of the College-Wide Committee by February 15th.**

7.5 The College-Wide Promotion Committee

- A. College-Wide Promotion Committee will be formed. Its membership will consist of two full professors from each academic unit: Division, Library, and Student Development. These full professors will be elected for three-year terms (staggered at the start). No member of the Committee may be elected more than two (2) consecutive three-year terms (unless there are no other eligible members from the academic unit).**
- B. If a full professor is not available, an election within the Division will be held for a faculty member in the next highest rank to serve as an alternate for one year within the three-year term. No alternate member of the Committee may serve more than 6 consecutive one (1) year terms.**
- C. The Committee Chair may not be elected for more than two (2) consecutive two-year terms.**
- D. The Executive Vice President, Educational/Student and Outreach Services will sit ex-officio with no vote.**

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E. A faculty member may not serve on the Division Promotion Committee and the College Wide Promotion Committee at the same time.

F. The President will inform the College-Wide Committee of the approximate budget set aside by the College for faculty promotions by February 15th.

G. This committee will review the recommendations of the Division Committee and submit its rank ordered list of faculty recommended for promotion to the President by March 10th of each year.

H. Prior to making a recommendation to the Board, the President will discuss with the College-Wide Committee any changes in the recommended rank order that he/she wishes to make.

7.6 The President will review the recommendations and submit a list to the Board. Any faculty member applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

7.7 The Executive Vice President, Educational Services, the Chairperson of the College-Wide Promotion Committee, and the designated Faculty Association representative will address procedural matters as they arise.

7.8 Faculty members receiving promotions in rank shall receive a 5% increase in their annual base salary or the minimum of their new rank, whichever is greater.

ARTICLE 8 - EVALUATION

8.1 Purposes of Evaluation

A. The primary purpose of evaluation is to improve the quality of the learning environment at Brookdale, as well as to make an assessment of an employee's contribution to the improvement of this environment so that the employee may grow and develop as a manager of the learning process.

B. To this end, the evaluation process will identify an employee's strengths and weaknesses as a learning manager throughout the year, and on a continuing basis and assist the employee in correcting any weakness. To facilitate a continuing effort toward the improvement of instruction, the evaluation process will:

1. Include written evaluations at specified times during each year and also will include a personal interview on each written evaluation.

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2. Include data, which are submitted to the appropriate supervisor for inclusion in each written evaluation.

3. Identify weakness in writing and make recommendations for improvement.

4. Include no written evaluations that have not been submitted to the employee in writing in a personal conference.

5. Evaluation of faculty engaged in distance learning education should be tailored to the medium in which the course is given. The evaluation criteria shall be established jointly by a Faculty and College advisory group. Any videotapes and audiotapes made of distance learning courses shall not be used in evaluating the faculty member without the faculty member's consent.

C. Evaluations provide the primary basis upon which recommendations as to retention, promotions, annual salary adjustments, and/or merit awards are made.

8.2 Frequency of Evaluation

A. Each member of the staff will be evaluated in writing according to the Evaluation Schedule hereinafter contained. Each faculty member will receive a copy of all evaluations given. The evaluations will be placed in the individual's personnel file. Provisions shall be made for the attachment

of comments by the faculty member to each evaluation.

B. Nothing in this article will preclude full-time instructional personnel from requesting and receiving additional evaluations throughout an academic year, including peer and student evaluation(s).

8.3 Basis for Evaluation

Evaluations will be recorded on forms designed for such purpose (PE 14, PE 47, and PE 48) and will be filed as part of the personnel records of the individual being evaluated. The faculty member shall be given a copy of the evaluation upon signing the evaluation form and another copy after all others have signed.

8.4 Responsibility for Evaluations

Evaluations will be reviewed by the supervisor of the individual who has performed the evaluation, as well as the Executive Vice President, Educational/Student and Outreach Services. Such review will be primarily concerned with determining whether the articles governing evaluations have been followed.

ARTICLE 9 - EVALUATION SCHEDULE

In all instances where a specified date stated in the evaluation time schedule below falls on a Saturday, Sunday, or holiday, the next immediate working day will

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prevail. The following time schedule for evaluation will apply:

A. Tenure Candidates - A guideline for submission of a tenure application shall be available in the Office of the Executive Vice President, Educational/Student and Outreach Services. (See Appendix 5)

1. Individuals Initially Appointed Prior to Beginning of the Fall Term
Prior to:

a. December 1st: Evaluation #1 by Division Chairperson, Director and/or other appropriate supervisor

b. December 1st: Unsatisfactory evaluation from evaluation #1 to the Executive Vice President of Educational/Student and Outreach Services, by Division Chairperson, Director and/or other appropriate supervisor

c. December 1st to December 15th: If evaluation is unsatisfactory, an additional evaluation will be made by the Executive Vice President of Educational/Student and Outreach Services

d. December 1st to May 15th: Evaluation #2 by Division Chairperson, Director and/or other appropriate supervisor

2. Individuals Initially Appointed After the Beginning of the Fall Term
Prior to:

a. February 1st: Evaluation #1 by Division Chairperson, Director and/or other appropriate supervisor

b. Prior to February 15th: Unsatisfactory evaluation from evaluation #1 to the Executive Vice President of Educational/Student and Outreach Services by Division Chairperson, Director and/or other appropriate supervisor

c. February 15th to March 1st: If evaluation is unsatisfactory, an additional evaluation will be made by the Executive Vice President of Educational/Student and Outreach Services

d. March 1st to May 15th: Performance evaluation #2 by Division Chairperson, Director and/or other appropriate supervisor.

B. Other Non-Tenured Faculty - The evaluation process for non-tenured faculty shall be in accord with Brookdale Community College's Non-Tenured Faculty Evaluation Process. (See Appendix 4)

1. Individuals Initially Appointed Prior to the Beginning of the Fall Term

Dates Due:

a. Prior to February 1st: Evaluation #1 by Division Chairperson, Director and/or other appropriate supervisor

b. February 15th: Unsatisfactory evaluation from evaluation #1 to the Executive Vice President of Educational/Student and Outreach Services by Division Chairperson, Director and/or other appropriate supervisor

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c. February 15th to March 1st: If evaluation is unsatisfactory, an additional evaluation will be made by the Executive Vice President of Educational/Student and Outreach Services

d. February 1st to May 15th: Evaluation #2 by Division Chairperson, Director and/or other appropriate supervisor

2. Individuals Initially Appointed After the Beginning of the Fall Term

Dates Due:

a. February 1st: If initial contract begins during Fall Term, the employee will be evaluated twice. First evaluation will be done by Division Chairperson, Director and/or other appropriate supervisor by February 1st; and other schedule dates for evaluation will conform to B.1 above.

b. Prior to March 1st: If initial contract begins after close of Fall Term, the employee will be evaluated once that first year and any unsatisfactory evaluation will be submitted to the Executive Vice President of Educational/ Student and Outreach Services by the Division Chairperson, Director and/or other appropriate supervisor.

C. Tenured Faculty Members

Evaluations shall be performed once a year using the revised form. Evaluation shall include:

1. Faculty Evaluation Report (PE-47)
2. Personal Performance Objectives (PE-48)
3. Faculty Response Form (PE-14)

Dates of Evaluation:

1. If the evaluation is satisfactory, only one evaluation will be completed by the Division Chairperson and submitted to the Executive Vice President by April 1st.

2. Unsatisfactory evaluations:

a. Due from Division Chairperson to Executive Vice President by April 1st.

b. Executive Vice President will conduct a second evaluation by April 15th.

D. Full Professors

Full professors would be evaluated every three years. However, where external contracts, certifications and accreditation are required, additional evaluations will be required. One-third would be done the first year, one-third the second year, and one-third the following year. Order will be determined by the Office of the Executive Vice President of Educational/Student and Outreach Services.

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ARTICLE 10 - INITIAL CONTRACT

During the first calendar year of employment as a faculty member, there shall be a sixty (60) day notice of termination in effect.

ARTICLE 11 - REAPPOINTMENT NOTIFICATION SCHEDULE

In all instances where a specified date in the promotion procedure schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for the promotion procedure will apply:

A. Contract Administration for Tenure Candidates

1. Non-Renewal of Contracts for Individuals Initially Appointed Prior to the Beginning of the Fall Term.
Dates Due:

a. December 15th: Recommendation for non-renewal to the President by the Executive Vice President of Educational/ Student and Outreach Services, and copy to employee

b. February 1st: Decision of the President and letter of notification to the employee.

2. Non-Renewal of Contracts for Individuals Initially Appointed After the Beginning of the Fall Term
Dates Due:

a. March 1st: Recommendation for non-renewal to the President by the Executive Vice President of Educational/Student and

Outreach Services, and copy to employee

b. April 1st: Decision of the President and letter of notification to the employee

3. Renewal of Contracts

Dates Due:

a. March 15th: Recommendation for contract to the Executive Vice President of Educational/Student and Outreach Services, by Division Chairperson, Director and/or other appropriate supervisor

b. March 22nd: Recommendation for contract to the President by the Executive Vice President of Educational/Student and Outreach Services and copy to employee

c. 1st Week of April: Decision of the President and letter of notification to employee

d. April Board Meeting: Recommendation of the President to the Board of Trustees

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e. Day after Board Meeting: Contract mailed to employee

f. May 15th: Contract due to be returned by employee

B. Contract Administration for Other Non-Tenured Faculty:

1. Individuals Initially Appointed Prior to Beginning of Fall Term

a. Non-Renewal of Contracts

Dates Due:

(1) March 1st: Recommendation for non-renewal to the President by the Executive Vice President of Educational/Student and Outreach Services, and copy to the employee.

(2) April 1st: Decision of the President and letter of notification to employee

b. Renewal of Contracts

Dates Due:

(1) March 15th: Recommendation for contract to the Executive Vice President of Educational/Student and Outreach Services, by Division Chairperson, Director and/or other appropriate supervisor

(2) March 22nd: Recommendation for contract to the President by the Executive Vice President of Educational/Student and Outreach Services, and copy to employee

(3) 1st Week of April: Decision of the President and letter of notification to employee

(4) April Board Meeting: Recommendation of the President to the Board of Trustees

(5) Day after Board Meeting: Contract mailed to employee

(6) May 15th: Contract due to be returned by employee

2. Individuals Initially Appointed After Beginning of Fall Term (Schedule for First Contract Year Only)

a. Non-Renewal of Contracts

Dates Due:

(1) May 1st: Recommendation for non-renewal to the President by the

Executive Vice President of Educational/Student and Outreach Services, and copy to employee
(2) May 30th: Decision of the President and letter of notification to the employee

b. Renewal of Contracts
Dates Due:

(1) May 1st: Recommendation for contract to the Executive Vice President of Educational /Student and Outreach Services by

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Division Chairperson, Director and/or other appropriate supervisor

(2) May 15th: Recommendation for contract to the President by the Executive Vice President of Educational/Student and Outreach Services, and copy to employee

(3) 1st Week of June: Decision of the President and letter of notification to employee

(4) June Board Meeting: Recommendation of the President to the Board of Trustees

(5) Day after Board Meeting: Contract mailed to employee

(6) June 30th: Contract due to be returned by employee

C. Contract Administration for Tenured Faculty:

1. Non-Renewal of Contracts
Dates Due:

a. March 1st: Recommendation for non-renewal to the President by Executive Vice President of Educational/Student and Outreach Services, and copy to employee

b. April 1st: Decision of the President and letter of notification to employee

c. April Board Meeting: Recommendation of the President to the Board of Trustees

2. Renewal of Contracts: Tenured faculty shall receive their annual contract specifying salary after the April Board meeting or as soon as practical if salary figure is pending due to negotiations.

ARTICLE 12 - DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

Departments consist of Department Chairpersons, Department members, and in some cases Assistant Department Chairpersons who are responsible to the Division Chairperson, Director, and/or other appropriate supervisor, for developing and implementing curriculum of the courses, both conventional classroom and distance learning, assigned to the Department and for developing and implementing instructional strategies and methods with the approval of the Division Chairperson, Director, and/or other appropriate supervisor.

A. The process for establishing a Department Chair is as follows:

1. A secret nominating ballot will be distributed to all full-time members of the Department by the Executive Vice President of Educational/Student and Outreach Services. This includes all teaching faculty, learning assistants, and members of the non-academic staff. This ballot will be distributed on or before April 1st.

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2. Each person responding to the ballot will list three members of the teaching faculty, generally who are members of the

Department, whom the person would find to be acceptable as Department Chairperson.

3. The Division Chairperson, Director or other appropriate supervisor will normally select and recommend to the Executive Vice President one of the two faculty members most often suggested by the members of the Department.

4. Notification of appointment of the Department Chair by April 15th.

B. The Department Chairperson shall be appointed for a three year term of office by the Division Chairperson or Director and the Executive Vice President of Educational/Student and Outreach Services after input has been requested from all members of the Department. Any faculty member shall have the right to refuse such appointment. Failure to appoint or reappoint the Department Chairperson or not to appoint a Department Chairperson shall not be subject to the grievance procedure.

C. Recommendations of the Department which may be under the coordination of the Department Chairperson are subject to the approval of the Division Chairperson, Director and/or appropriate supervisor, (whose approval or failure to approve shall not be subject to the grievance procedure) and shall be as follows:

1. Plan course offerings of the Department
2. Schedule the course offerings
3. Assign Department members
4. Determine the type of instruction of the Department
5. Develop the curriculum of the courses offered
6. Develop budget requirements
7. Make final determination of budget item after budget approval
8. Develop new programs
9. Implement new programs
10. Other duties which are part of the normal functional concept of the Department

11. Develop performance objectives of the Department and members of the Department

12. The Department Chairperson will complete an annual Performance Evaluation for assigned Learning Assistants

D. When appropriate, as defined in 12 E below, an Assistant Department Chairperson may be established. The Assistant Chairperson will assist in the duties as outlined in Article 12, Section C, 1-12, above. The Division Chairperson, Director and/or appropriate supervisor shall select and

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recommend the Assistant Chairperson following the steps outlined in this Article, Section A, 1-4. The Department Chairperson shall supervise the Assistant Department Chairperson.

E. Department Chairpersons (and Assistant Chairs, where appropriate) will have their annual teaching load reduced by the formula below based on the previous Fall tenth day enrollment of all credit classes run by the Department both on and off campus:

**Student Credit Annual Reduction Faculty Contact Hours
Hours in Workload**

Up to 2,400	.2	6
2,401 to 6,000	.4	12
6,001 to 9000	.6	18
Over 9000	.7	21
11,000 to 15,000	.7 (Dept. Chair)	21
	.3 (Asst. Dept. Chair)	9
Over 15,000	.7 (Dept. Chair)	21
	.4 (Asst. Dept. Chair)	12
Over 18,000	.7 (Dept. Chair)	21
	.3 ea (2 Asst. Dept. Chairs)	9 each

F. For every three (3) hours of reduced load, the Department Chair and Assistant Chair will each be responsible for six (6) hours for departmental business. In addition, the office hour associated with each three (3) hours of reduced load shall be used for departmental business; e.g., a department with up to 2,401-6,000 student credit hours would result in annual release time of twelve (12) contact hours, which corresponds to a required twenty-four (24) hours of departmental business annually. In addition the four (4) office hours which accompany the reduced load shall also be used for departmental business. Therefore, each semester, the Chair would be responsible for 12 + 2 hours weekly for departmental business.

G. Each Department will be compensated for the supervision, including evaluation of adjunct faculty at the rate of \$75 per adjunct faculty. An adjunct faculty will be counted only one time per year. The Department Chairperson will coordinate the distribution of the Department's workload.

H. No person can serve more than one (1) additional consecutive term of three (3) years duration.

I. At the end of the first year and each year thereafter, the Department Chair will be evaluated by the Division Chairperson, Director or other appropriate supervisor with input from faculty and staff and based on that

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evaluation, he/she will continue to serve the next year of the term, subject to approval of the Executive Vice President of Educational/Student and Outreach Services or the Dean of Enrollment Management and Student Affairs. Assistant Chair evaluations will follow the same process and are subject to the same approvals for continuation of their terms except that the Department Chairs will conduct the evaluations.

If in the opinion of the Executive Vice President of Educational/ Student and Outreach Services or the Dean, the evaluation of a Department Chair or an Assistant Department Chair warrants that a change be made, the Executive Vice President of Educational/Student and Outreach Services or the Dean will so notify the members of the Department and appoint a person of his/her choosing for the following year. This action will not be subject to grievance.

ARTICLE 13 - FACULTY OVERLOAD

13.1 In a regular term of 75 days, when the total load for the discipline divided by the number of full-time equated faculty (excluding learning assistants) exceeds four hundred fifty (450) Student Credit Hours, overload shall be paid at seven dollars (\$7.00) per credit hour per full-time equated faculty member.

13.2 Determination of Student Credit Hours (S.C.H.) Load:

The S.C.H. load shall be determined by multiplying the total number of students enrolled in a course for any length of time during a given term by the number of credit hours of the course. This is to include students passing the course by examination only, but not including students who drop the course and either transfer without cost to another course or obtain a full refund. Only completed DCR's will be included in the load. The total S.C.H. for courses assigned to a Department divided by the members of the Department in the unit will be the basis for determining the S.C.H. per Department member. Student Development Specialists, Librarians and other faculty members not directly involved with the presentation and evaluation of learning experiences shall not be included as members of the Department for the purposes of computing load.

ARTICLE 14 - ASSIGNED HOURS AND TIME SPAN

14.1 The College Working Day shall not begin before 7:30 a.m. or end later than 10:30 p.m. Monday through Thursday. On Fridays, the hours shall not begin before 7:30 a.m. or end later than 5:00 p.m.

14.2 The time assigned by the Department as teaching responsibilities shall be within a span of eight (8) hours a day from start to finish except where the individual faculty member may voluntarily agree otherwise.

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ARTICLE 15 - GRADE REPORTS

15.1 Faculty members shall have the right and the responsibility to determine course grades and other evaluations of student progress and achievement

within the grading policies of the College and based upon professional judgment of available criteria pertinent to any given subject area of activity in which an individual faculty member is nominally expert and responsible.

No grade or evaluation shall be changed by any person unless the proposed change has been first reviewed with the Department which shall not assume liability for any change which is not approved by the Department.

15.2 Grade reports shall be submitted within the five (5) calendar day period immediately following the close of the College on the last day of a term.

15.3 Grades shall not be reported any more frequently than every six (6) weeks unless the duration of the course requires; however, change of credit reports from incomplete status to any credit grade shall be delivered to the Admissions Office or the Division Office within five (5) days from the date on which the student's work is handed in to the faculty member.

ARTICLE 16 - FRINGE BENEFITS AND LEAVE PROVISIONS

16.1 A. The Board of Trustees recognizes the desirability of encouraging self-development of the individual. To promote and encourage employees of Brookdale Community College to further their education, full-time employees of the College and their immediate families (spouse and dependent children according to New Jersey Health Benefits criteria) shall be permitted to take six (6) credit hours of College work at Brookdale Community College each term for which tuition shall be waived, provided that the minimum enrollment of the course has been met, and provided that at all times tuition students shall have priority of enrollment in any course. These courses shall be pursued without interference with the employee's regular work schedule.

B. Dependent children of faculty, who are entitled, will be permitted to attend Brookdale Community College for four (4) long semesters to complete a degree program without charge, exclusive of fees.

16.2 The College shall reimburse faculty members' tuition for courses relevant to their teaching, successfully completed at the graduate school of their choice. The maximum reimbursement shall be up to twelve (12) credit hours but limited to three courses per fiscal year. The tuition shall be reimbursed at the rate of the cost of courses at Rutgers. The relevance shall be determined by the President upon recommendation of the Division Chairperson, Dean, Director and/or the Executive Vice President of Educational/Student and Outreach Services.

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16.3 Employees, spouse and dependent children according to New Jersey Health Benefits criteria may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

16.4 Whenever a faculty member is required to travel from one College approved assignment to another in the discharge of instructional or professional duties, and such travel requires the use of a personal vehicle, travel reimbursement will be made at the I.R.S. rate.

16.5 INSURANCE

The employee insurance program shall include the following:

A. Hospitalization - (Traditional Plan), As provided by New Jersey State Health Benefits Plan.

B. Major Medical Insurance - As provided by New Jersey State Health Benefits Plan.

Eligibility date: Eligibility shall be determined by the State Health Benefits Plan; presently, it is upon employment in September, otherwise, after two months of employment.

C. The health benefit premium obligation of the College shall be subject to a cap using **June 30, 2007**, as a base date for that cap. However, the cap reflected in sections A, B, C & E of this Article shall not be applied prior to agreement to a successor contract.

D. Short-Term Disability - Compensation of 70% weekly salary, to a maximum of \$750 per week for 26 weeks. Eligibility Date: 15th **calendar** day of disability.

E. Dental Program - The Dental Plan will remain a usual, reasonable and customary fee plan (UCR), but with yearly deductible of \$100 for single and \$200 for husband/wife/family. The maximum yearly benefit per person will be \$1,500. The College's contribution for the dental plan shall be \$582.84 and shall increase each year to reflect the cost.

16.6 LEAVES OF ABSENCE

Full-time employees may be granted leaves of absence according to the following provisions. In certain instances, a leave of absence must be requested, in writing, by the employee on a form provided for this purpose.

A. Leaves with Pay

1. Personal Days - Employees may, with the consent of their supervisor, take up to and including five (5) days off per academic year to accomplish personal activities that cannot be taken care of during times and/or days when the employee is obligated to be at the College. Eligibility begins upon employment for academic employees. Personal days are not cumulative from year to year.

2. Sick Leave - Employees will accrue sick leave at the rate of one and one-quarter (1 1/4) days per month worked and may accumulate

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days without a maximum. The College may require a physician's report whenever an employee takes sick leave. Eligibility begins upon employment.

3. Bereavement Leave - Employees may receive three (3) working days for death in their immediate family (parents, siblings, spouse, children, foster children, step-parents, step children, parents of spouse, grandparents, or any relative living in the immediate household). Additional days, if needed, may be charged to sick leave and/or personal days. An employee may have one working day off for the death of any other relative not specifically referred to above and if additional time is needed, he/she may have this time charged against personal days. Eligibility begins upon employment.

4. Jury Duty - Employees who are required to serve as a juror will receive their regular salary. Eligibility begins upon employment.

5. Military Reserve or National Guard - Any full-time faculty member who is required to report for annual training by the Military Reserve or National Guard shall retain the pay received for military service according to N.J.S.A. 38:4-4 in addition to receiving wages from the College. A copy of military orders shall be presented to the College before such military leave is entered upon. Eligibility begins upon employment and such service shall not impair rights otherwise enjoyed by the faculty member while in the continuous employment of the College.

6. Armed Forces - A full-time faculty member who is drafted or recalled into the Armed Forces of the United States shall be given a leave of absence without pay for the period of time of the draft or recall to active service. Upon discharge or release from the military, the faculty member will be entitled to re-employment in the same position or an equivalent at the salary and seniority that would have been attained had not there been a draft or recall, providing that:

- a. The returning faculty member presents a certificate of satisfactory completion of military service, and
- b. Application for reinstatement has been made within ninety (90) days of the discharge or release from military service or from hospitalization continuing after discharge or release for a period of not more than one (1) year, and
- c. Provided the faculty member is fully able to perform the duties of the former position.

7. Sabbatical Leave - The Board recognizes the value that can accrue to the College from staff participation in advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor afforded by a program of sabbatical leave. To secure these benefits for the College, the Board agrees to institute a sabbatical leave program subject to the following conditions:

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- a. Eligibility shall be restricted to faculty members who have completed seven (7) consecutive years of full-time service as a faculty member at the College since beginning that service or since the last period of sabbatical leave.
- b. Application for sabbatical leave shall be made by letter addressed to the Division Chairperson, Dean, Director or Officer of the College, as may be appropriate, not later than December 15th of the academic year prior to the time of the anticipated leave.
- c. Letters of application shall state the intended purpose of the sabbatical leave from among the following approved

purposes: advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor.

d. Letters of application shall be judged by the Division Chairperson, Dean, Director or Officer of the College, as may be appropriate, to determine the benefits which shall accrue to the individual requesting the sabbatical leave and the college community.

e. Letters of application shall be forwarded along with recommendations by the Division Chairperson, Dean, Director or Officer of the College as may be appropriate, to a designated faculty committee under the auspices of the Executive Vice President of Educational/Student and Outreach Services, for review. The Committee shall recommend its choices to the President of the College not later than February 15th. A faculty member may choose to appear before Sabbatical Committee to defend proposal. The Committee will provide feedback to the applicants not recommended.

f. Sabbaticals can only be granted if budget permits. The President of the College shall grant sabbatical leaves so that not more than five percent (5%) of the total faculty shall be on sabbatical leave status at any given time. Furthermore, not more than five percent (5%) from each Division and not more than one (1) individual from each Department shall be on sabbatical leave status at any given time. Departments of twenty (20) or more faculty members may be granted two (2) sabbaticals per year at a time.

g. The President of the College shall advise those faculty members whom he/she shall recommend to the Board for approval not later than March 15th. Such recommendations shall be made to the Board for consideration at the regular March public meeting.

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h. Sabbatical leave may be granted for one (1) full contract year or one-half (1/2) contract year. The contract year for the sabbatical leave shall be limited to the length of the employment

contract of the year in which the sabbatical leave is approved.

i. Salary shall be paid to faculty members while on approved sabbatical leave on a prorated basis for the duration of the leave according to this schedule:

1. Full pay for half of the contract year. In the event this schedule is selected, the remaining portion of the year during which the faculty works shall include one (1) regular length term.

2. One-half pay for the full contract year.

j. All fringe benefits in effect at the time of commencing upon sabbatical leave shall continue in force during the period of approved leave.

k. If a faculty member shall not complete one academic year of service after returning from sabbatical leave, the College shall require the return of all monies paid to the faculty member during the sabbatical leave. Such payment shall be made within twelve (12) months following termination or separation from the College and shall be secured by a promissory note originally effected upon entering any period of sabbatical leave. Exception to this provision would occur if a faculty member died during the academic year while employed by the College.

l. The denial of a sabbatical leave because of College budgetary constraints shall not be grievable.

m. A report detailing the accomplishments of the Sabbatical Leave will be filed with the Division Chairperson, Dean or Director to whom the faculty member reports upon return from Sabbatical Leave.

8. Transitional Sabbatical - The College will provide the opportunity for up to two (2) faculty members for a special project designated by the College. The transitional sabbatical will be one (1) year in length and the faculty member will receive compensation equal to one-half of their salary. Prior to accepting the transitional sabbatical, the faculty members will certify that they will not be returning to Brookdale to teach after completing the transitional sabbatical.

B. Leaves Without Pay

1. Child Rearing Leave - A tenured faculty member shall be entitled to up to one (1) years leave without pay. A non-tenured faculty member may request a semester's absence without pay. The approval of such

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leave for non-tenured faculty is at the discretion of the Executive Vice President of Educational/Student and Outreach Services and the period of absence shall not count toward tenure. The leave may be extended by application of the member to the President of the College and with the approval of the Board of Trustees. Salary step credit shall be given up to a maximum of one (1) year. Retirement benefits and medical benefits shall be granted during the period of child rearing leave in conformity with the law and the rules and regulations established by the appropriate State departments.

2. Faculty members may request leave (with or without pay) under Federal and State family medical leave legislation for various types of personal and family reasons. Family medical leave is currently up to twelve (12) weeks for qualified employees.

3. Special Purpose Leave - Tenured employees may be granted leaves of absence up to one (1) year upon the approval of the President.

a. An employee will be guaranteed an equivalent position with at least the same salary at which he/she left.

b. No fringe benefits will be paid for by the College while an employee is on a Special Purpose Leave of Absence; however, the employee may retain their fringe benefits by exercising their rights under COBRA; neither will such an employee gain salary step credit during a Special Purpose Leave.

ARTICLE 17 - PAYROLL DEDUCTIONS

17.1 The College agrees, in accordance with appropriate law, to provide for deduction to TIAA-CREF or PERS supplemental and/or tax-sheltered annuities and to provide MON-OC Federal Credit Union deductions for the faculty members who properly authorize the Board to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966. The College will make direct deposit of paycheck upon faculty member authorization in one FDIC bank.

17.2 The College agrees to deduct from the salaries of its faculty members, dues for the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said faculty members individually and voluntarily authorize the deductions. Such deductions shall be made in compliance with Chapter 233 NJ Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Commission of Higher Education. Said monies together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Faculty Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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17.3 The Faculty Association shall certify to the College, in writing, the current rate of its membership dues and supply a list of members who request payroll deductions. Notice of any change in rate of membership dues shall be served in written notice to the Board thirty (30) days prior to the effective date of such change.

17.4 The Association represents to the Board that it shall comply with all the requirements of the Representation Fee Law and the Board expressly relies on this representation. The Association President shall submit to the College Human Resources Office a list of employees covered by this agreement who are not currently dues paying members. The Board, in compliance with State Law and this Agreement, will deduct from non-association employees in this bargaining unit a representation fee equal to seventy four and four tenths (74.4%) of the amount set for association members. This amount will be determined by the Association Treasurer and is to be paid by payroll deduction.

ARTICLE 18 - CONTRACTS

18.1 The contract year shall commence each September 1st and end each June 30th of the succeeding year.

18.2 Faculty members who are responsible for the presentation of the instructional programs/courses shall each be employed under the terms of a regular contract, which shall provide for one hundred fifty (150) days of instruction (Fall and Spring terms). An additional nine (9) days shall be the responsibility of those faculty for in-service, professional development, program and course evaluation, and related professional responsibilities.

The additional days shall be fulfilled prior to Memorial Day.

18.3 Faculty members who are responsible for the preparation and utilization of instructional materials (Librarians) and those who counsel students in the instructional program (Student Development Specialists) shall be employed under terms of a regular contract which shall provide for one hundred eighty (180) days devoted to the practice of such professional duties and shall be for periods as assigned within the contract year.

18.4 Faculty members will work no more than twenty (20) contact hours of fifty (50) minutes length. The average instructional contact hours per Department members shall not exceed fifteen (15). The average number of office hours per Department members shall not exceed five (5) scheduled as the Department functions Monday through Friday, day and evening. This shall be equivalent to five (5) days of instruction.

18.5 The Board shall endeavor to adhere to the guidelines of not more than ten (10) students as the responsibility of one Faculty member in a clinical area in any given day, and a sufficient number of faculty to assure adequate student-teacher interaction overall.

18.6 The Board shall adhere to a staffing ratio for Student Development Specialists at an average of three hundred fifty (350) full-time equated

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students to one (1) full-time equated Student Development Specialist. Two (2) part-time students shall equate to one (1) full-time student.

18.7 The workweek of Librarians shall be thirty-five (35) hours.

18.8 Student Development Specialists shall work 180 seven-hour days beginning September 1 and ending June 30. Scheduling will be done by the Division Chairperson in conjunction with the Department and subject to approval by the Dean of Enrollment Management and Student Affairs.

18.9 Curriculum development is to be included as part of faculty responsibility except for program/course development including distance learning courses (as defined in Article 25.1), program/course overhaul of a major nature, and new courses. Compensation for new courses or major overhauls including Distance Learning shall be determined by petition to the Executive Vice President and determined by her in consultation with the Division Chair, Director or other appropriate supervisor or as the Executive Vice President deems necessary. This decision shall not be grievable or arbitrable. (The form shall be placed as an appendix to the Agreement.)

18.10 New Health Science Programs

The Board and faculty agree to negotiate the terms and conditions of employment for faculty responsible for instruction in new health science programs.

18.11 Personnel Records

A. A faculty member shall have the right, upon reasonable request, to review the contents of the faculty member's personnel file. The faculty member shall be entitled to have a representative accompany the faculty member during such review. Confidential material such as letters of recommendation for employment shall be excluded from this provision.

B. A faculty member shall be granted the right to review derogatory material prior to its inclusion in the personnel files. The faculty member shall acknowledge reviewing such material by affixing signature to the material to be included in the file with the express understanding that such signature in no way indicates agreement of the contents thereof. The faculty member shall also have the right to submit a written answer to such material and the answer shall be attached to the file copy.

18.12 Non-traditional teaching schedules will be studied by a joint Management-Association committee. Recommendations will be made to the Executive Vice President of Educational/Student and Outreach Services. This Provision shall terminate on 6/30/04.

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ARTICLE 19 - PART-TIME EMPLOYMENT

19.1 Regular Contract Year

A. If the College has the need for additional services of Librarians beyond those services provided by full-time staff, then full-time qualified Librarians shall have the first right of refusal for such work. Compensation shall be at the hourly rate as stated in 19.3B.

B. If the College has the need for additional services of Student Development Specialists beyond those services provided by full-time staff, full-time qualified Student Development Specialists shall have the first right of refusal for such work. Compensation shall be at the hourly rate as stated in 19.3B.

C. The first right of refusal to teach additional sections not scheduled for full-time faculty shall be given to qualified full-time faculty members of the same Department on a rotating seniority basis before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. Under this provision, a faculty member may be granted up to eight (8) credit hours per term. Compensation shall be at the part time rate as stated in 19.3A. An annualized seniority rotation list by discipline which carries over beginning with the most senior and going through least senior for selection of any disputed section and then continuous rotation shall be maintained.

D. The first right of refusal to teach credit courses scheduled by Extension Services and Weekend College shall be given to qualified full-time faculty; however, under this provision and the provision of "C" above, the combined limit of these provisions shall be eight (8) credits per term. Compensation shall be at the part-time rate as stated in 19.3A.

19.2 Employment not Covered by Regular Contract

A. Full-time faculty members who shall be given the first opportunity to accept assignments to furnish other academic and professional services in each term not covered by the regular contract, including the preparation and utilization of instructional materials and counseling students in the instructional program, shall be compensated. Such assignment shall

be as needed and requested by the College. Compensation shall be at the hourly rate as stated in 19.3B.

B. The first right of refusal to teach up to two (2) sections in each term not covered by regular contract shall be given to qualified full-time faculty members of the same discipline before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. The current practice for the summer term shall apply as an exception to the two (2) section course limitation. Compensation shall be at the part-time rate as stated in 19.3A.

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19.3 Part-time/Part-time Hourly Rates

A. Part-time Rate: The part-time rate for full-time faculty members shall be \$565 per credit hour for the 2004-07 contract period.

B. The part-time hourly rate for full-time faculty members shall be \$29.00 per hour for the 2004-07 contract period.

ARTICLE 20 - SALARY

20.1 Base salary for full-time faculty members initially appointed under provisions of a regular contract shall be as follows for the ranks and years indicated:

Rank	Min / Max	Effective 9/1/04	Effective 9/1/05	Effective 9/1/06
Instructor	Minimum	\$39,150	\$41,293	\$42,944
Instructor	Maximum	\$74,437	\$77,285	\$80,377
Asst. Prof.	Minimum	\$46,075	\$48,356	\$50,290
Asst. Prof.	Maximum	\$83,963	\$87,002	\$90,482
Assoc. Prof.	Minimum	\$52,892	\$55,310	\$57,522
Assoc. Prof.	Maximum	\$94,977	\$98,236	\$102,166

Professor	Minimum	\$59,996	\$62,556	\$65,058
Professor	Maximum	\$105,908	\$109,386	\$113,761

20.2 Faculty members over the maximum of the range will receive 1/2 of the amount of their general wage increase over maximum added to their base salary.

20.3 Effective 9/1/98 Librarians and Student Development Specialists (Counselors) hired after 9/1/86 shall receive an additional 2.5%.

20.4 No faculty member shall receive less than the minimum provided for the rank.

20.5 A twelve (12) month payment plan is available to all full-time faculty. Members must enroll prior to beginning of the fall semester.

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ARTICLE 21 - SALARY PROGRESSION

FULL-TIME FACULTY

Full-time faculty members shall receive the following increases:

21.1 Effective 9/1/04 – 4%;

General increase to be given as a flat dollar increase of \$2,564 (4% of the average salary) to all members.

21.2 Effective 9/1/05 – 4%;

General increase as flat dollar amount of \$1,333 (2% of the average salary) plus 2%.

21.3 Effective 9/1/06 – 4%;

21.4 Longevity – Employees with 25 years of service will receive a one-time payment of \$250 added to base. Additionally, effective 7/1/03 employees with thirty (30) or more years of service will receive a one-time payment of \$250 added to base. The longevity payment may cause the maximum to be

exceeded. Maximum shall not prevent the receipt of full longevity payment.

ARTICLE 22 - REDUCTION IN FORCE

A RIF Committee composed of two (2) persons appointed by the Faculty Association and two (2) persons appointed by the College shall meet to review, discuss and establish appropriate prospective rules for Reduction In Force (RIF) **(Faculty presently under RIF will follow the regulations and procedures in effect at the time of the initial RIF action)**. The parties agree to the one hundred twenty (120) day notice for fiscal crisis layoff and two hundred ten (210) days notice for natural diminution. This committee will submit a recommendation to the President by 6/30/04, addressing RIF and retraining issues. This provision will "sunset" (terminate) at the expiration of this contract unless extended.

ARTICLE 23 - DIVISION CHAIRPERSONS

23.1 Division Chairpersons shall be required to work one hundred eighty (180) days per academic year.

23.2 The position of Division Chairperson shall be subject to Paragraph 5 of the July 1, 1986, settlement agreement regarding Docket Numbers CU-86-22, CU-86-32, CU-85-37, and CU-85-58. Neither the amount of release time nor the length of services shall affect the inclusion of Division Chairpersons in the Faculty Association.

23.3 Appointment of Division Chairpersons

A. The term for appointment of Division Chairpersons will be for three (3) years.

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B. No person can serve for more than one (1) additional consecutive term of three (3) years duration.

C. A secret nominating ballot will be distributed to all permanent members of the Division. Each Division member will place on the ballot the names of three (3) full-time faculty members of the Division who would be acceptable as Division Chair. The names of the two (2) full-time faculty members with the most votes on all of the ballots will be presented to the Executive Vice President of

Educational/Student and Outreach Services as acceptable candidates for Division Chairperson. The Executive Vice President will select a person from the list of two (2) to recommend to the President to be the Division Chairperson. Failure to accept the recommendation of the Division will not be subject to grievance.

D. At the end of the first year and each year thereafter, the Division Chair will be evaluated by the Executive Vice President of Educational/Student and Outreach Services or the Dean of Enrollment Management/Student Affairs where applicable with input from faculty and staff and, based on that evaluation, he/she will continue to serve the next year of the term. If in the opinion of the Executive Vice President the evaluation warrants that a change be made, the Executive Vice President will so notify the members of the Division and appoint a person of his/her choosing for the following year. This action will not be subject to grievance.

23.4 Compensation and Release Time

A. Compensation (Regular Contract Year)
Will be \$9,700 throughout the contract.

B. Release Time (Regular Contract Year)
Division Chairpersons will each be released from twenty-one (21) contact hours per year.

23.5 Work Hours

Division Chairpersons will be required to post office hours to do work related to the Division. A total of twenty-one (21) hours per week for the thirty (30) weeks of the academic year will be required. In addition, they will post two (2) office hours to work with students. The total office hours and teaching hours will be spread over four (4) days and the schedule must be approved by the Executive Vice President. In addition, they will be required to work an additional thirty (30) 7 hour days between the week before classes begin in September and June 30th.

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ARTICLE 24 - MENTORING

24.1 The purpose of the mentoring program is to pair new full-time and new adjunct faculty with full-time experienced faculty. Mentors are responsible to the Division Chair, Director and/or other appropriate supervisor for providing guidance and support to new full-time and adjunct faculty during the initial adjustment time at the College. Mentors will foster good teaching, counseling, and library practices through frequent personal contact, effective communication of ideas and suggestions, and sharing of professional materials and techniques.

24.2 A mentor will meet the following criteria to be qualified for participation:

- a. Full-time tenured faculty member, when possible
- b. Member of the mentee's Department or Division
- c. Recommended by the Department Chair and approved by the Division Chair, Director, and/or other appropriate supervisor
- d. Not the mentee's supervisor
- e. Possess the personal skills to be honest, tactful, and helpful to new faculty.
- f. Have time to give to the mentoring job

24.3 Department Chairs will assign mentors and provide their Division Chairs, Directors, and/or other appropriate supervisors with this information at the start of each semester.

24.4 Mentees will include:

- a. New full-time faculty hired on a tenure track or for a temporary assignment
- b. New adjuncts employed in their first semester
- c. Returning adjuncts employed for one previous semester, who may require continued supervision/support in a subsequent semester
- d. Experienced adjuncts teaching a new course

24.5 The responsibilities of both mentee and mentor will be clearly defined, and each department or division will provide administrative, instructional, counseling and library practices information appropriate to its needs.

Written guidelines will be developed by the department and provided to each mentor. The mentor's responsibilities include but are not limited to:

- a. General orientation to Educational Services. Review of pertinent College, Division and Department resources, policies, regulations, and administrative practices and procedures.
- b. Review of mentee's responsibilities, as defined by the Department or Division. The mentor will make the mentee aware of Department/ College expectations of faculty.

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- c. Regular active contact with the mentee either in person or by phone or email, according to the mentee's needs and the Department, Division, or Library guidelines.
- d. In the case of teaching faculty, classroom visits and discussion of the observations with the mentee. Advisement regarding course content and technology, instructional practices, and student assessment. Sharing of ideas and materials. Review of course quizzes, handouts, and other evaluative means.
- e. In the case of counseling faculty, observations of counseling appointments and discussion of the observations with the mentee. Advisement regarding general professional counseling practices, student development principles, and specific holistic counseling practices applied at Brookdale. Sharing of ideas and material.
- f. In the case of librarians, observations of information literacy sessions; advisement regarding general professional librarian practices, and liaison with teaching departments and collection development practices at Brookdale.
- g. Report to the Division Chair, Director, and/or other appropriate supervisor. Provide written input into the end-of-year peer evaluation of the mentee.

24.6 Mentors of full-time faculty will be compensated at the rate of one credit, paid two-thirds (2/3) in the first semester and one third (1/3) in the second semester.

Mentors of new adjunct faculty and full-time temporary faculty will be compensated \$200 per year. Mentors of new adjuncts or full-time temporary faculty appointed for one (1) long semester will be compensated at \$100 per semester.

ARTICLE 25 - DISTANCE LEARNING

The Faculty Association and the College recognize that beyond the traditional instructional methods, that technology allows for different instructional modalities including but not limited to ITV courses, web-based courses and other distance learning. This technology is to enrich the learning experience. The intent is to endeavor not to displace, replace, reduce or otherwise limit Brookdale Community College Faculty Association represented faculty members.

Brookdale Community College Faculty Association encourages all faculty members to become proficient in the art of teaching within these modes of instruction; however, participation in distance education or web-based teaching shall be voluntary.

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25.1 Distance learning is defined as any new technologies and situations, which require that the instructor and students are not physically in the same room at the same time. Examples of distance learning are defined for the purpose of this article and the rest of the contract as the following but not exclusively:

- a) Web-based courses
- b) ITV courses
- c) TV courses
- d) TV web-enhanced courses
- e) Radio courses
- f) Correspondence
- g) Video/audio cassette
- h) CD and ROM/DVD

25.2 Faculty shall choose to teach distance learning courses as part of load

and/or as additional part-time courses.

25.3 Faculty member(s) choosing to develop a course may avail themselves to the curriculum development resources (See Article 18.9). The proposed distance learning course, whether prepackaged or original, shall be reviewed and approved first by the Department, then the Division, and finally through Governance for course approval.

25.4 A distance learning section/course is credited to a faculty member's load the same as any non-distance learning section of the same or equivalent course.

25.5 The Faculty Association and College agree that the intellectual property copyright for the electronic and distance learning materials ownership are defined by Article 5 and the Federal Copyright laws.

Any videotapes or audiotapes made of a distance learning course are for student use, and shall not be used for any commercial purpose unless otherwise established first between the faculty member and the College.

25.6 The College shall make a commitment to maintaining/providing adequate technical support in all phases of distance learning.

25.7 The Brookdale Community College Faculty Association and the College recognize that because of the rapidly changing nature of technology, situations and conditions may arise that may warrant additional review; thus, either party may open a joint discussion to revisit this Article at any time during the duration of this contract.

25.8 Evaluation of faculty teaching distance education courses is described in Article 8B.5

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ARTICLE 26- CODE OF ETHICS

An Ethics Code (Appendix 6 to this Agreement) shall be in effect providing for the reporting of more than twenty(20) hours per week of non-College related employment. This agreement provides an informal review process to the Executive Vice President of Educational/Student and Outreach Services, subject to grievance procedures and arbitration.

ARTICLE 27- DURATION

The duration of the contract shall be from July 1, 2004, through June 30, 2007.

IN WITNESS HEREOF, the parties hereto have caused these present to be signed by their duly authorized officers on the 24th day of June 2003.

Brookdale Community College
Board of Trustees

Brookdale Community College
Faculty Association

Dr. Donald Warner
Chairperson
Dr. Peter F. Burnham/l.s.
President

Dr. Ronald Topham/ l.s.
President

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APPENDICES

- APPENDIX 1: PROMOTION PACKET CHECKLIST**
- APPENDIX 2: APPLICATION FOR PROMOTION IN RANK**
- APPENDIX 3: SAMPLE PROMOTION PACKAGE FORMAT**
- APPENDIX 4: NON-TENURED FACULTY EVALUATION PROCESS**
- APPENDIX 5: TENURE PACKET**
- APPENDIX 6: CODE OF ETHICS**
- APPENDIX 7: CURRICULUM DEVELOPMENT FORMS**

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APPENDIX 1
PROMOTION PACKET CHECKLIST
(Required Contractual Materials)

INCLUDE THIS CHECKLIST AS FIRST PAGE IN FINAL PACKET.

NAME _____

CURRENT RANK _____

DATE OF LAST PROMOTION _____

(Must be in fourth year since last promotion.)

Important notice to all applicants:

1. ALL MATERIALS ADDED AFTER NOVEMBER 15 MUST BE DATE STAMPED BY THE DIVISION CHAIRPERSON, DIRECTOR OR OTHER APPROPRIATE SUPERVISOR BEFORE IT IS ADDED TO THE PROMOTION PACKET.

2. TO MAINTAIN THE INTEGRITY OF THE SIGN-OFFS COMPLETED IN NOVEMBER, DOCUMENTS SUBMITTED ON NOVEMBER 15 CANNOT BE REMOVED/SUBSTITUTED.

3. IF THE DIVISION CHAIR, DIRECTOR OR OTHER APPROPRIATE SUPERVISOR AND THE DIVISION PROMOTION COMMITTEE CHAIR FIND THE NOVEMBER 15 PACKET TO BE INCOMPLETE THE PACKET WILL BE RETURNED TO THE PROMOTION CANDIDATE AND WILL NOT BE FORWARDED TO THE DIVISION PROMOTION COMMITTEE.

Four sets of official student evaluations from at least two different courses or evaluation periods from the long semesters since last promotion. Only four may be included in the required packet. If more are submitted, the four most recent will be used. A MINIMUM OF TWO SETS ARE TO BE SUBMITTED BY NOVEMBER 15.

Official Student Evaluations	Term/Year	Candidate	Date	Division Committee Chair	Date	Division Chair	Date
#1 (Due 11/15)							
#2 (Due 11/15)							
#3 (Due 11/15)							
#4 (Due 11/15 or 1/21)							

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Four supervisor evaluations from the last four academic years, to include the academic year in which you are applying for promotion. ALL applicants are to be evaluated by December 1 in the academic year of promotion application. A MINIMUM OF THREE ARE TO BE SUBMITTED BY NOVEMBER 15.

Supervisor Evaluations	Month/Year	Candidate	Date	Division Committee	Date	Division Chair	Date

(see footnote)				Chair			
#1 (Due 11/15)							
#2 (Due 11/15)							
#3 (Due 11/15)							
#4 (Due 11/15 or 1/21)							

Note: Any break in sequence of LAST four years due to full-year sabbatical, maternity leave, medical leave, etc., must be identified in writing and attached.

	Month/ Year	Candidate	Date	Division Committee Chair	Date	Division Chair	Date
Self-report							
Vitae							
Appendix (optional)							

The following items ONLY may be added to the promotion packet between November 24 and January 21:

- a. the optional single page addendum to the self-report,
- b. 2 official student evaluations (if not previously submitted), and
- c. one supervisor evaluation (as defined in Article 7 @ 7.1.5.e. *)

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THE FINAL RESPONSIBILITY FOR COMPLETION OF A PACKET RESTS WITH THE CANDIDATE. OTHERS INVOLVED IN THE PROCESS ARE TO ASSIST THE CANDIDATE AND DO NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OF A PACKET.

ALL CANDIDATES FOR PROMOTION ARE ENCOURAGED TO ATTEND THE PROMOTION INFORMATION MEETING IN THE FALL OR MEET WITH THE CHAIR OF THE COLLEGE-WIDE PROMOTION COMMITTEE TO REVIEW REQUIREMENTS AND ASK QUESTIONS.

I CERTIFY I HAVE INCLUDED ALL REQUIRED ELEMENTS FOR COMPLETENESS TO THIS PACKET.

CANDIDATE SIGNATURE
DATE

I HEREBY CERTIFY THAT THIS PACKET IS COMPLETE.

DIVISION COMMITTEE CHAIR SIGNATURE
DATE

I HEREBY CERTIFY THAT THIS PACKET IS COMPLETE.

DIVISION CHAIR SIGNATURE
DATE

AN INCOMPLETE PACKET WILL NOT BE CONSIDERED AT THE NEXT
LEVEL

*Article 7.1.5.e defines Supervisor Evaluation as the Evaluation Report (PE47), Personal Performance Objectives (PE 48), Faculty Response Form (PE14) (optional), and Supervisor Observations. Supervisor Observations should be included if conducted. Required inclusion (one per year) begins effective November 15, 2003 with the required inclusion of the AY04 classroom observation form. Any separate observation form currently accepted by the EVP may be used.

10-15-02, REV 6-12-03, 9-23-03

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APPENDIX 2

BROOKDALE COMMUNITY COLLEGE APPLICATION FOR PROMOTION IN RANK

NAME:

DATE OF EMPLOYMENT:

DEPARTMENT:

DISCIPLINE:

DIVISION:

APPLICATION FOR PROMOTION TO RANK OF:

DATE OF LAST PROMOTION:

PRESENT RANK:

SIGNATURE OF APPLICANT

DATE RECEIVED IN DIVISION OFFICE OR LEARNING RESOURCES
CENTER

APPENDIX 3

SAMPLE PROMOTION PACKAGE FORMAT

NAME: _____ DATE: _____

APPLYING FOR PROMOTION:

FROM _____ TO _____

DATE OF LAST PROMOTION _____

A. EDUCATION AND EXPERIENCE

1. Institution Attended Conferred	Dates Attended	Degree and Major	Date
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2. Additional Higher Education and/or Education in Progress

Institution	Dates	Courses, etc.
-------------	-------	---------------

Attended

3. Experience

Teaching Experience College	Dates	Rank	Department
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4. Other Experience

College/Business High School/Agency	Dates	Title
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B. CURRICULUM DEVELOPMENT

C. COLLEGE SERVICE (include whether the activity was for compensation or volunteer)

Committee Work

Grant Activity

Clubs

Academic Leadership

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D. PROFESSIONAL GROWTH

Publications (add anything not mentioned under curriculum development)

Conferences/Workshops Attended (dates and places)

Exhibitions (dates and places)

Memberships

Other Professional Activities not Included in Curriculum Vitae or Above

E. COMMUNITY SERVICE

List those activities that bear a direct relationship to your position at Brookdale, e.g., speaking engagements, involvement with outside organizations, institutions and agencies.

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F. OFFICIAL STUDENT EVALUATIONS (required)

G. APPENDICES

If you wish to include copies of curriculum development, publications, additional student evaluations, peer evaluations, videos or other material, it must be included in the approved binder.

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APPENDIX 4

BROOKDALE COMMUNITY COLLEGE NON-TENURED FACULTY EVALUATION PROCESS YEAR ONE

Each non-tenured faculty member will be assigned a mentor, usually a tenured member of the department. The mentor will support the new faculty member and consult frequently with the Department Chair and Division Chairperson, Director and/or other appropriate supervisor regarding the progress of the new person.

Evidence of evaluation will include:

1. Peer review: Members of the department will be polled by the Division Chairperson, Director and/or other appropriate supervisor regarding the perceived strengths and weaknesses of the new person.
2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the first teaching year. For midyear appointments, classroom observation will occur in at least one class in the spring term.

3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.

4. Supervisor Evaluation

Evaluation #1 - The Division Chairperson, Director and/or other appropriate supervisor will submit the written evaluation to the Executive Vice President for Educational/Student and Outreach Services by February 1. (For mid-year appointments, evaluations should be submitted by March 1.)

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Form (PE-14)

Evaluation #2 (for Fall appointments only) - Due to the Executive Vice President for Educational/Student and Outreach Services by June 1.

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Form (PE-14)

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YEAR TWO

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement

should be maintained.

Evidence of evaluation will include:

1. Peer review: Members of the department will be polled by the Division Chairperson, Director and/or other appropriate supervisor regarding the perceived strengths and weaknesses of the new person.

2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the second teaching year.

3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.

4. Self-evaluation (due with evaluation #2 only): The individual will be asked to summarize his/her reaction in writing to the first two years at Brookdale. The evaluation will include:

A. Curriculum Development - summarized work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

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YEAR TWO

C. Professional Growth

1. Publications
2. Conferences/workshops attended (dates and places)
3. Exhibitions (dates and places)
4. Memberships
5. Other professional activities not included above

D. Community Service

List those activities that bear a direct relationship to your position at Brookdale i.e., speaking engagements, involvement with outside organizations, institutions and agencies.

5. Supervisor Evaluation

Evaluation #1 - The Division Chairperson, Director and/or other appropriate supervisor will submit the written evaluation to the Executive Vice President of Educational/Student and Outreach Services by February 1.

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Report (PE-14)

Evaluation #2 - Due to the Executive Vice President for Educational/
Student and Outreach Services by June 1.

The evaluation will include:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Report (PE-14)
- d. Self evaluation from employee

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**BROOKDALE COMMUNITY COLLEGE
NON-TENURED FACULTY EVALUATION PROCESS
YEAR THREE**

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement should be maintained.

Evidence of evaluation will include:

1. Peer review: Members of the department will submit written peer reviews to the Division Chairperson, Director and/or other appropriate supervisor regarding the perceived strengths and weaknesses of the new person.
2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the third teaching year.
3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.

4. Self-evaluation (due with evaluation #2 only): The individual will be asked to summarize his/her reaction in writing to the first three years at Brookdale. The evaluation will include:

A. Curriculum Development - summarized work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

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**BROOKDALE COMMUNITY COLLEGE
NON-TENURED FACULTY EVALUATION PROCESS**

YEAR THREE

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement

should be maintained.

Evidence of evaluation will include:

1. Peer review: Members of the department will submit written peer reviews to the Division Chairperson, Director and/or other appropriate supervisor regarding the perceived strengths and weaknesses of the new person.

2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the third teaching year.

3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.

4. Self-evaluation (due with evaluation #2 only): The individual will be asked to summarize his/her reaction in writing to the first three years at Brookdale.

The evaluation will include:

A. Curriculum Development - summarized work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

**BROOKDALE COMMUNITY COLLEGE
NON-TENURED FACULTY EVALUATION PROCESS
YEAR THREE**

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement should be maintained.

Evidence of evaluation will include:

1. Peer review: Members of the department will submit written peer reviews to the Division Chairperson, Director and/or other appropriate supervisor regarding the perceived strengths and weaknesses of the new person.
2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the third teaching year.
3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.
4. Self-evaluation (due with evaluation #2 only): The individual will be asked to summarize his/her reaction in writing to the first three years at Brookdale.

The evaluation will include:

A. Curriculum Development - summarized work to include:

1. New courses

2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

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YEAR THREE

C. Professional Growth

1. Publications
2. Conferences/workshops attended (dates and places)
3. Exhibitions (dates and places)
4. Memberships
5. Other professional activities not included in above

D. Community Service

List those activities that bear a direct relationship to your position at Brookdale, i.e., speaking engagements, involvement with outside organizations, institutions and agencies.

5. Supervisor Evaluation

Evaluation #1 - Division Chairperson, Director and/or other appropriate

supervisor will submit the written evaluation to the Executive Vice President for Educational/Student and Outreach Services by February 1.

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives IPE-48)
- c. Faculty Response Report (PE-14)

Evaluation #2 - Due to the Executive Vice President of Educational/Student and Outreach Services by June 1.

The evaluation will include:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives PPE-48)
- c. Faculty Response Report (PE-14)
- d. Self-evaluation from employee

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**BROOKDALE COMMUNITY COLLEGE
NON-TENURED FACULTY EVALUATION PROCESS**

YEAR FOUR

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement should be maintained.

Evidence of evaluation will include:

1. Peer review: The Department Chairperson will conduct a written peer review within the department and provide a written summary of that review to the Division Chairperson, Director and/or other appropriate supervisor.
2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in a minimum of three classes during the fourth teaching year.
3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.
4. Self-evaluation (due with evaluation #2 only): The individual will be asked to summarize his/her reaction in writing to the first four years at Brookdale. The evaluation will include:

A. Curriculum Development- summarized work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

YEAR FOUR

C. Professional Growth

1. Publications
2. Conferences/workshops attended (dates and places)
3. Exhibitions (dates and places)
4. Memberships
5. Other professional activities not included above

D. Community Service

List those activities that bear a direct relationship to your position at Brookdale, i.e., speaking engagements, involvement with outside organizations, institutions and agencies.

5. Supervisor Evaluation

Evaluation #1 - The Division Chairperson, Director and/or other appropriate supervisor will submit the written evaluation to the Executive Vice President for Educational/Student and Outreach Services by February 1.

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48) and summary of departmental peer review
- c. Faculty Response Report (PE-14)

Evaluation #2 - Due to the Executive Vice President for Educational/Student and Outreach Services by June 1.

The evaluation will include:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Report (PE-14)
- d. Self-evaluation from employee
- e. The evaluation process will include a meeting of the non-tenured faculty member and the Division Chairperson, Director and/or other appropriate supervisor with the Executive Vice President for Educational/Student and Outreach Services and the President.

This meeting should be held before April 30.

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**BROOKDALE COMMUNITY COLLEGE
NON-TENURED FACULTY EVALUATION PROCESS**

YEAR FIVE

The mentor will continue if the mentor, Department Chairperson and Division Chairperson, Director and/or other appropriate supervisor agree the arrangement should be maintained.

Evidence of evaluation will include:

1. Peer review: The department will review the contributions of the individual to the department and make a collective judgment whether tenure (and automatic promotion if the individual is an instructor) is warranted. This recommendation will be in written form and the department chairperson will summarize the department's recommendation in a written narrative recommendation to the Division Chairperson, Director and/or other appropriate supervisor detailing the individual's specific worth to the department.

2. Classroom observation by the Division Chairperson, Director and/or other appropriate supervisor will occur in minimum of three classes during the fifth teaching year.

3. Student evaluations will be administered by a member of the department in a minimum of three classes in each of the long terms. Results will be incorporated into the Faculty Evaluation Form.

4. Self-evaluation (due with evaluation #2 only) - The individual will be asked to summarize his/her reaction in writing to their five years at Brookdale. The evaluation will include:

A. Curriculum Development - summarize work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

B. College Service (include whether the activity was for compensation or voluntary)

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

YEAR FIVE

C. Professional Growth

1. Publications
2. Conferences/workshops attended (dates and places)
3. Exhibitions (dates and places)
4. Memberships
5. Other professional activities not included in above

D. Community Service

List those activities that bear a direct relationship to your position at Brookdale, i.e., speaking engagements, involvement with outside organizations, institutions and agencies.

5. Supervisor Evaluation

Evaluation #1 - The Division Chairperson, Director and/or other appropriate supervisor will submit the written evaluation to the Executive Vice President for Educational/Student and Outreach Services by December 1.

The evaluation will include the following:

- a. Faculty Evaluation Report (PE-47)
 - b. Personal Performance Objectives (PE-48) & summary of departmental peer review
 - c. Faculty Response Report (PE-14)
 - d. Formal recommendation for tenure & promotion, if an instructor
- Evaluation #2 - Due to the Executive Vice President for Educational/Student and Outreach Services by June 1.

The evaluation will include:

- a. Faculty Evaluation Report (PE-47)
- b. Personal Performance Objectives (PE-48)
- c. Faculty Response Report (PE-14)
- d. Self-evaluation from employee

NOTES:

A recommendation not to tenure will require a meeting of the Division Chairperson, Director and/or other appropriate supervisor with the Executive Vice President for Educational/Student and Outreach Services. The meeting will be held by October 15th .

The Division Chairperson's evaluation and employee's tenure packet are due to the Executive Vice President by December 1st. If the tenure candidate is an instructor, he/she will not need to submit a promotion application. If the tenure candidate is an assistant professor or associate professor, a separate promotion application will be necessary.

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**BROOKDALE COMMUNITY COLLEGE
FACULTY EVALUATION REPORT**

Date of Evaluation _____

Faculty Member

Evaluator

Division	Department
----------	------------

Commendations:

Recommendations:

Conclusions:

Faculty Signature	Evaluator	Executive Vice President
Date	Date	Date

Distribution: Human Resources, Supervisor, Employee PE 47

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**BROOKDALE COMMUNITY COLLEGE
FACULTY RESPONSE REPORT**

Please review this Evaluation Form, the written comments made by your evaluator, and/or any attachments. After reviewing the comments and discussing your performance review with your evaluator, write any comments that you feel are appropriate. Your signature does not indicate agreement with report, and is required only to indicate that you have had an opportunity to review the evaluative report and discuss the contents with the evaluator. If necessary, you may attach additional sheets of the same size.

Employee Comments:

Signature of Employee

Date

Distribution: Human Resources, Supervisor, Employee
PE14

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**BROOKDALE COMMUNITY COLLEGE
PERSONAL PERFORMANCE OBJECTIVES**

Faculty Member

Department

OBJECTIVES COMMENTS

Objective #

Objective #

Objective #

Objective #

Objective #

Objective #

Objective #

Objective #

Faculty Member

Evaluator

Date

Date

PE 48

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APPENDIX 5

TENURE PACKET

I. TENURE APPLICATION

May include all of or any combination of the following topics in addition to self-report. Sample outline attached based on all topics; spaces may be adjusted based on your individual needs and topic selection.

II. CURRICULUM VITAE (USE FORM PROVIDED)

A. Education and Experience

1. Degrees
2. Additional higher education
3. Experience (College)

4. Other (College/Business/High School/Agency)

B. Curriculum Development - Summarize work to include:

1. New courses
2. Course revisions
3. Special projects
4. Non-print materials
5. Supplemental print materials

C. College Service

1. Committee work
2. Grant activity
3. Clubs
4. Academic leadership

D. Professional Growth

1. Publications (add anything not mentioned in curriculum vitae)
2. Conferences/workshops attended (dates and places)
3. Exhibitions (dates and places)
4. Memberships
5. Other professional activities not included in curriculum vitae or above

Page 1 of 5

E. Community Service

List those activities that bear a direct relationship to your position at Brookdale; e.g., speaking engagements, involvement with outside organizations, institutions and agencies.

III. SELF-REPORT (required)

In narrative form expand, highlight or add to the activities you have listed in the categories above (including your assessment of your most important contribution to the Division/College).

IV. TEACHING/COUNSELING/MEDIA

1. Official student evaluations; include any discussion of your evaluations. (Include student evaluations from no less than four (4) classes from the current and previous year. Evaluations must represent a sampling of courses taught.)

2. Supervisor evaluations

3. Supervisor observations (use form provided)

Page 2 of 5

SAMPLE TENURE CURRICULUM VITAE FORMAT

NAME: _____ DATE: _____

DATE OF EMPLOYMENT: _____

DIVISION/DEPARTMENT:

A. EDUCATION AND EXPERIENCE

1. Degrees

Institution	Dates	Degree
Date		
Attended	Attended	and Major
Conferred		

2. Additional Higher Education and/or Education in Progress

Institution	Dates	
Attended	Attended	Courses,
etc.		

3. Experience

Teaching			
Experience	College	Dates	Rank
Department			

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4. Other Experience

College/Business
High School/Agency

Dates

Title

B. CURRICULUM DEVELOPMENT

C. COLLEGE SERVICE

Committee Work

Grant Activity

Clubs

Academic Leadership

Page 4 of 5

D. PROFESSIONAL GROWTH

Publications (add anything not mentioned under curriculum development)

Conferences/Workshops Attended (dates and places)

Exhibitions (dates and places)

Memberships

Other Professional Activities not Included in Curriculum Vitae or Above

E. COMMUNITY SERVICE

List those activities that bear a direct relationship to your position at Brookdale, e.g., speaking engagements, involvement with outside organizations, institutions and agencies.

Page 5 of 5

APPENDIX 6

BROOKDALE COMMUNITY COLLEGE CODE OF ETHICS

A. No employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, undertake any employment, whether compensated or not, which is in substantial conflict with

the proper discharge of the employee's duties or might reasonably be expected to impair the objectivity and independence of judgment in the exercise of duties to Brookdale.

B. No employee shall use, or allow to be used, his or her position at the College, or any information not generally available to members of the public, which the employee receives in the course of or by reason of the employee's office or employment, to secure financial gain, unwarranted privileges, advantages or employment for himself or herself, his or her immediate family members, or any other person or party.

C. No employee shall use, or allow to be used, the resources of the College, (i.e., computers, programs, telecommunications equipment, offices or office equipment and supplies) to secure financial gain for himself or herself or any other person or party. No employee shall conduct business or other interests at the College that is not directly related to the mission of the College.

D. No employee shall act in his or her official capacity in any College matter where the employee or an immediate family* member of the employee has a direct or indirect interest that might reasonably be expected to impair the employee's objectivity or independence of judgment.

E. No employee shall directly supervise, or supervise at a second level a member of his or her own family*. It is the intent of the College to avoid instances that could be influenced by the family relationship in hiring, performance evaluation, promotion, reclassification, discipline, grievance, or dismissal process.

*Family members are defined as spouses, in-laws, parents, brothers, sisters, sons, daughters, stepchildren, stepparents, aunts, uncles, nieces, nephews and grandparents.

**BROOKDALE COMMUNITY COLLEGE
REPORT OF CONTINUING OUTSIDE EMPLOYMENT**

Name: _____ Date: _____

Title: _____

Div/Dept: _____

Nature of Continuing Outside Employment: Please describe the nature of the employment. If you are self-employed, describe your business.

Name of Employer: _____

Address: _____ State: _____ Zip: _____

Or:

Self-Employed: _____ Number of hours per week: _____

Nature of business:

I certify that the outside employment I have described: (a) does not constitute a conflict of interest; (b) occurs at a time when I am not expected to perform assigned duties or (c) does not diminish my effectiveness in performing primary work objectives at the College.

Employee Signature:

Date:

Approval Signature: _____ Date: _____

APPENDIX 7

BROOKDALE COMMUNITY COLLEGE CURRICULUM DEVELOPMENT PROPOSAL INSTRUCTIONS

This form is only to be used to request additional resources. Approval is heavily dependent on the following being completed. An orientation to this process will be scheduled at the beginning of each academic year. Proposals will be reviewed and prioritized by the Educational Services Leadership Council at the midpoint of the Fall and Spring semesters, and must be submitted to Academic Affairs with appropriate Department and Division signatures by the sixth week of each long semester.

I. Type of curriculum to be developed:

- New program, program option or certificate to be developed.
- New course(s) to be developed.
- Major revision of program or course(s).

II. Rationale for proposed action:

Attach a narrative describing the need for this curriculum development and the outcomes that could be achieved if it is accomplished. Identify opportunities for collaboration with other College units, such as the Outreach, Business and Community Development Division (OBCD).

III. Matrix connection and explanation:

Detail how your proposal would achieve outcomes related to the College's current matrix.

IV. Educational Services Master Plan:

Detail how your proposal would achieve outcomes related to the Educational Services Master Plan.

V. Participation in development activity:

Identify individuals and the roles they would play in completion of the project.

VI. Support needed:

Include in this narrative a timeline for completion of the project.
Detail resources needed:

Technology Training Equipment Professional Development
Staff Support Travel Library Resources Other Resources

VII. Compensation requested:

Detail what you will require to complete the project--number of professional days, extra compensation, release time, other--and provide a rationale that supports your request. Indicate your unit's recommendation and provide details in the comment section.

CURRICULUM DEVELOPMENT PROPOSAL

This form is only to be used to request additional resources.

Requester
(s): _____

I. Type of curriculum to be developed:

New Program, Program Option and/or Certificate:

New Course(s):

Major Course Revision:

II. Rationale for proposed action: Attachment.

III. Matrix connection and explanation:

Educational/Student & Outreach Services: ESMP Strategy:

Participants in development activity: Attachment.

Support needed: Attachment.

Compensation requested: *

*If requesting release time or extra compensation, complete the released time/extra compensation form.

APPROVALS:

Yes:____ No:____

Department Chair

Date

Comments:

Yes:_____ No:_____ _____
Division Chair, Director Date

or appropriate supervisor

Comments:

Yes:_____ No:_____ _____
Dean of Academic Affairs Date

Comments:

Executive Vice President
Educational/Student and Outreach Services

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