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**AGREEMENT BETWEEN**

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**BROOKDALE COMMUNITY COLLEGE**

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**AND THE**

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**BROOKDALE COMMUNITY COLLEGE**

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**FACULTY ASSOCIATION**

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**Brookdale Community College  
Newman Springs Road  
Lincroft, New Jersey 07738  
(201) 842-1900**

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Exh. 1

**BROOKDALE COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

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FACULTY ASSOCIATION EXECUTIVE BOARD**

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**PREAMBLE**

This Agreement, effective this 28th day of February, 1974, 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 I  
RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all personnel employed under and by virtue of the terms and conditions of the Schedule of Salary and Conditions, Full-Time Instructional Personnel excluding the following supervisory personnel:

- (a) Learning Center Chairmen
- (b) Learning Resources Center Chairmen
- (c) Student Development Chairmen

B. Learning Center Chairmen, Learning Resources Center Chairmen, and Student Development Chairmen after annual appointment to these supervisory titles by the President of the College, shall retain faculty status, to be evidenced by a faculty contract of employment, and academic rank with all its rights and privileges, including tenure, and, furthermore, upon relinquishing or being removed from said titles, may continue to enjoy faculty status with all rights and privileges pertaining thereunto in times of satisfactory performance.

C. **DEFINITION OF FACULTY MEMBER.** Unless otherwise indicated or the context requires, the term faculty

member, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit, and references to faculty members shall include both male and female.

## ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

**A. DEADLINE DATE.** The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a goodfaith effort to reach agreement on all matters concerning the terms and conditions of faculty members' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

Any agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified Agreement, signed by both parties, shall be adopted by the Board.

**B. MODIFICATION.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III GRIEVANCE PROCEDURE

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

1. An evaluation of the employee;
2. A disagreement regarding salary increment such as less than normal increment, lack of merit increment where the employee feels one is deserved, or failure to receive a

promotion (if such promotion is available) where the employee feels he has earned such promotion;

3. Work assigned;

4. 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 specific contract;

5. Any violation of College Policies, Regulations, or Procedures, if, as a result of such violation, the employee can show where he has been personally grieved.

**B.** 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 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 Director of College Personnel Services will have access to these files.

**C.** The employee grievance process will include both informal and formal steps regarding grievance, which will afford the employee an informal hearing before his Learning Center Chairman, and a formal hearing before the Vice President, Academic Affairs (Step 1), and the President of the College (Step 2). Full time, academic employees of the College will also be given recourse to the Board of Trustees (Step 3). 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.

D. An employee who believes he 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 or Board of Trustees, allow the grievance and the relief sought.

1. The grievant will lodge his Grievance with the person or Board hearing the next step of the formal stage within the following number of working days:

- (a) Step I (Vice President, Academic Affairs) thirty (30) working days;
- (b) Step II (President) five (5) working days;
- (c) Step III (Board of Trustees) five (5) working days.

2. The person or Board 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:

- (a) Step I (Vice President, Academic Affairs) five (5) working days;
- (b) Step II (President) five (5) working days;
- (c) Step III (Board of Trustees) fifteen (15) working days.

3. Disposition of the Grievance will be made within the following number of working days after the hearing:

- (a) Step I (Vice President, Academic Affairs) three (3) working days;
- (b) Step II (President) three (3) working days;
- (c) Step III (Board of Trustees) three (3) working days;

It will be the responsibility of the grievant to verify to the person or Board Chairman hearing the grievance receipt or non-receipt of the form scheduling him 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.

E. If at any step the grievance is allowed, the person or Board who allowed the grievance will refer its ruling to the person who was involved in Step I 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.

F. ARBITRATION.

1. If the aggrieved person is not satisfied with the disposition of his grievance by the Board of Trustees and the grievance is based upon a violation of the contract between the Board of Trustees and the Association, he 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.

2. The Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. The arbitrator so selected shall confer with the

representatives of the Board and the Association and hold hearings promptly and shall issue his 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 statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his 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 advisory only.

4. The following shall not be submissible to advisory arbitration: the failure or refusal of the Board to renew the contract of an employee not under tenure; instances in which an employee claiming tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10 et seq.); failure to receive a promotion.

5. 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.

**G. RIGHTS OF FACULTY MEMBERS TO REPRESENTATION - TEACHER AND ASSOCIATION.** Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his 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.

#### **H. MISCELLANEOUS.**

##### **1. Group Grievance:**

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 Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

##### **2. Meetings and Hearings:**

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 IV**

#### **ASSOCIATION - FACULTY MEMBER - BOARD RELATIONSHIP**

**A. PROTECTION OF INDIVIDUALS.** The Association and the Board agree that there shall be no discrimination, restraint, or coercion by either party against any employee because of membership in the Association or because of refusal to join the Association.

**B. DEDUCTIONS.** In accordance with appropriate State Statutes, the Board agrees to provide for deduction for TIAA-CREF or PERS and provide Mon-Oc Credit Union deductions for faculty members in the bargaining unit who properly authorize the Board to make such payroll deductions pursuant to Chapter 310, 1966.

**C. BULLETIN BOARDS.** The Association shall have in

each institute building 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.

**D. INFORMATION.** The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information pursuant to Chapter 73, Public Laws of 1963.

**E. USE OF FACILITIES.** Upon request of the Association, and approval by administrative agents of the Board, the Board 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 in effect 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 typewriter, mimeographs, duplicating machines, calculators, and audio-visual equipment. The Association agrees that its use of facilities and equipment shall be restricted to such times that do not preclude the use of requested facilities and equipment for instructional purposes or student usages.

The Association shall be liable for the cost of damage and/or repair incident to approved use by its membership of facilities and equipment. The Association shall also pay for the use of paper required by various duplicating processes at cost determined by the Director of Business Services.

**F. MAIL.** The Association shall have access to the campus mail service for on-campus communication pur-

poses. The Association shall not post any items for mailing outside the campus locations except when such items bear the required postage.

**G. STATUTORY SAVINGS CLAUSE.** Nothing shall be construed to deny or restrict to any faculty member such rights as he may have under New Jersey School Laws or other applicable laws and regulations and the procedures ancillary thereto.

**H. PRINTING OF CONTRACT.** The cost of reproduction in the College print shop of not more than five hundred (500) copies of this Agreement shall be equally shared by the Board and the Association.

**I. EVALUATION OF STUDENTS.** The faculty member shall have the right and responsibility to determine grades and other evaluations of all students within the grading policies of the College based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed by the Administration without first reviewing the proposed change with the team and taking full responsibility for the change.

**J. JUST CAUSE.** 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.

**K. ASSOCIATION RIGHTS AND RESPONSIBILITIES.** The Association shall enjoy such rights and privileges as are accorded by this Agreement and by Law.

**L. BOARD RIGHTS AND RESPONSIBILITIES.** The Board has the responsibility and the authority to manage

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

**M. OFFICE SPACE.** The person who holds the office of President of the Association shall be provided a single occupancy office by the College, on campus, during his term of office, provided space limitations permit as determined by the President or his designee.

**N. EXCLUSIVE RIGHTS.** The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the authorized exclusive representative of the faculty members.

#### ARTICLE V TUITION REIMBURSEMENT: BROOKDALE COLLEGE COURSES

**A.** The Board of Trustees recognizes the desirability of encouraging self-development of the individual. To promote and encourage each employee of Brookdale Community College to further his education, full-time employees of the College shall be permitted to take up to six 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.** The College shall reimburse any faculty member's

tuition for courses relevant to his teaching, successfully completed at the graduate school of his choice. The maximum reimbursement shall be for six (6) credit hours or two courses per 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 Institute Dean and/or the Vice President of Academic Affairs.

#### ARTICLE VI LEAVES OF ABSENCE

Full-time employees may be granted leaves of absence according to the following regulations. 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 on 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 (1¼) days per month worked, and may accumulate days without a maximum. The College may require a physician's report whenever an employee takes sick leave. Eligibility begins on employment.

3. **Bereavement Leave:** Employees may receive three (3) working days for death in their immediate family (parents, siblings, spouse, children, foster parents, 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, vacation, 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 may have this time charged against his vacation and/or personal days. Eligibility begins upon employment.

4. **Jury Duty:** Employees who are required to serve as a juror will receive their regular salary, but they are required to submit all monies received as compensation for being a juror to the College, immediately upon returning to work or upon receiving juror compensation. Eligibility begins upon employment.

5. **Military Leave: (Reserve and National Guard Duty):** The College will pay an employee who is required to report for military reserve and National Guard duty; however, the employee may have the option of retaining his military pay and waive his College salary if the military pay is higher for his period of military service. The employee must submit to the College all monies earned while on military duty, if he elects to receive his College salary. Eligibility begins on employment, and the employee retains all fringe benefits rights, as well as his status on the salary schedule and eligibility for promotion. An employee should give his supervisor as much advance notice as possible that he will be on required military duty, and must present a copy of military orders to verify this.

## B. LEAVES WITHOUT PAY.

1. **Military Service:** When an employee is drafted or

called back into the Armed Forces of the United States, he will be given a leave of absence, without pay, that is equivalent to the period of time for which he has been drafted or called back. Upon being released from military service, he will be entitled to re-employment in the same position or its equivalent with the same seniority status and pay he would have had if he had not entered military service, provided he meets the following eligibility requirements:

(a) He must receive a certificate of satisfactory completion of military service,

(b) He must apply for re-employment within ninety (90) days of his discharge from military service or from hospitalization continuing after discharge for a period of not more than one year,

(c) He must be able to perform the duties of his former position.

2. **Special Purpose Leave:** Tenured employees may be granted leaves of absence of up to one 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 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 his fringe benefits by paying for all premiums on insurance programs, pension plan, etc.; neither will such an employee gain salary step credit during a Special Purpose Leave.

**C. MATERNITY LEAVE.** A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the attending physician. 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 year. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and the rules and regulations established by the appropriate State departments.

A non-tenured member shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College and with approval of the Board of Trustees. No leave may extend beyond the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and rules and regulations established by the appropriate State departments.

Members may elect to use sick leave in any combination with maternity leave.

**D. 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:

1. Eligibility shall be restricted to faculty members who have completed seven (7) years of full-time service at the College since beginning that service or since the last period of sabbatical leave.

2. Application for sabbatical leave shall be made by letter addressed to the Institute Dean or Officer of the College, as may be appropriate, not later than December 15 of the academic year prior to the time of the anticipated leave.

3. 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.

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

5. Letters of application shall be forwarded along with recommendations by the Institute Dean or Officer of the College, as may be appropriate, to the Professional Standards Committee for review. The Committee shall recommend its choices to the President of the College not later than February 15.

6. The President of the College shall grant sabbatical leaves so that not more than five per cent (5%) of the total faculty shall be on sabbatical leave status at any given time. Furthermore, not more than five per cent (5%) from each Institute and no more than one (1) individual from each functional team shall be on sabbatical leave status at any given time.

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

8. 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.

9. Salary shall be paid to faculty members while on approved sabbatical leave on a pro-rated basis for the duration of the leave according to this schedule:

- (a) 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.
- (b) One-half (1/2) pay for the full contract year.

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

11. If a faculty member shall not complete one (1) 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 affected upon entering any period of sabbatical leave.

#### ARTICLE VII ACADEMIC FREEDOM

##### Statement of Principles:

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.

This means for the College teacher:

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

Freedom in the classroom to discuss controversial issues relating to his subject, with the knowledge he has an obligation to bear in mind his unusual influence on the opinions and values of the students with whom he works.

Retention of all his rights as a citizen to free speech and publication. Such rights are not, as such, subject to Institutional censorship or discipline. However, the teacher presents an image to the public by which his profession and the College may be judged. Therefore, he must at all times be accurate, show respect for the opinions of others, and must make clear that he is not an Institutional spokesman.

#### ARTICLE VIII DEDUCTION FROM SALARY

##### A. ASSOCIATION PAYROLL DUES DEDUCTION.

1. The Board agrees to deduct from the salaries of its faculty members dues for the New Jersey Education Association or the National Education Association, of any one or any combination of such Associations as said faculty members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15. 9e) and under rules established by the State Department of 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.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### **ARTICLE IX FUNCTIONAL TEAMS**

A. Inasmuch as Functional Teams constitute a major ingredient toward carrying out philosophy and missions of Brookdale, the College and the Association shall exert every effort to ensure the preservation and increased influence of the Teams in carrying out the instructional mission of the College. These Teams, consisting of Team Leaders and Team members, are responsible to the Institute Dean for developing and implementing curriculum of the courses assigned to the Team, and for developing and implementing instructional strategies and methods with the approval of the Dean.

1. The Team Leaders shall be appointed annually by the Institute Dean after an opportunity for input as to the Team Leader has been given to the Team members. Any faculty member shall have the right to refuse such appointment. Failure to appoint or reappoint the Team Leader or not to appoint a Team Leader shall not be subject to the grievance procedure.

2. Recommendations of the team which may be under the coordination of the Team Leader are subject to the

approval of the Institute Dean (whose approval or failure to approve shall not be subject to the grievance procedure) and shall be as follows:

- (a) Plan course offering of the team
- (b) Schedule the course offerings
- (c) Assign team members
- (d) Determine the type of instruction of the team
- (e) Develop the curriculum of the courses offered
- (f) Develop budget requirements
- (g) Make final determination of budget item after budget approval
- (h) Develop new programs
- (i) Implement new programs
- (j) Other duties which are part of the normal functional concept of the team

#### **ARTICLE X PARAPROFESSIONAL EMPLOYEES**

Paraprofessional employees shall not be used to conduct lecture sessions, seminar sessions, or clinical sessions nor shall they perform any duty exclusively within the professional competence of a faculty member.

#### **ARTICLE XI REDUCTION IN FORCE**

Whenever it is necessary, in the judgment of the Board, to decrease the number of faculty members because of financial exigency or because of discontinuance of a program or a substantial decrease of student population within the College, the Board, upon recommendation of the President, may cause the necessary number of staff to be placed on leave of absence without pay. Layoff shall be implemented by identifying the subject area or specialty where the reduction in force shall take place.

Non-tenured faculty members shall be laid off first, and, should further reduction be necessary, tenured faculty members shall then be laid off in inverse order of their seniority. The released faculty member's place shall not be filled by a replacement for a period of three (3) years, unless the faculty member has first been offered reappointment to his original position. When circumstances shall be appropriate to increase the instructional staff, in the judgment of the Board, each tenured faculty member laid off shall be reinstated in the inverse order of his layoff followed by non-tenured who shall be preferred in recall over new hires. A tenured faculty member who is laid off shall retain but not accumulate seniority for a period of three (3) years.

## ARTICLE XII EVALUATION

### I. 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 he may grow and develop as a manager of the learning process.

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

1. Be based on criteria consistent with the philosophy of the College and mutually understood.
2. Include written evaluations at specified times during

each year and will also include a personal interview on each written evaluation.

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

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

5. Include no written evaluations which have not been submitted to him in writing in a personal conference.

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

### II. FREQUENCY OF EVALUATION

A. Each member of the staff will be evaluated in writing a minimum of twice each academic year. Each faculty member will receive a copy of all evaluations given. The evaluations will be placed in the individual's personnel file. Provision shall be made for the attachment of comments by the faculty member to each evaluation.

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

### III. BASIS FOR EVALUATION

A. Evaluations will be based on observable behavior and productivity of the individual being evaluated.

B. The observable behavior and productivity to be measured will be directly related to assigned performance

objectives. Performance objectives will be made known in writing to the individual being evaluated at the beginning of his contract year by his supervisor. Any modifications of the objectives assigned after the beginning of a College term will be made in concert with the staff member(s) before they become effective. In addition, these modifications must relate to the staff member's academic training and/or competencies.

C. 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.

#### IV. RESPONSIBILITY FOR EVALUATIONS

##### A. TEACHING FACULTY.

1. Learning Center Chairmen will be responsible for conducting and writing evaluations. Following review of the evaluation of the Institute Dean, Learning Center Chairmen will conduct individual evaluation interviews with members of their learning center.

2. Institute Deans have final authority and responsibility for the recommendations which are made on the evaluation of all personnel in their respective Institutes. Accordingly, Institute Deans may conduct additional evaluations as they deem them appropriate.

B. NON-TEACHING FACULTY. The appropriate Officer of the College, Dean, or Director is responsible for written evaluations and for the individual evaluation interviews of all personnel responsible to him.

C. Evaluations will be reviewed by the supervisor of the individual who has performed the evaluation, as well as the Officer of the College responsible for the division in

which the evaluation has occurred. Such review will be primarily concerned with determining whether the College regulation for evaluation has been followed.

#### V. EVALUATION TIME SCHEDULE

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

A. TENURED CANDIDATES.	DATES DUE
1. <u>Individuals Initially Appointed Prior to Beginning of the Fall Term</u>	
(a) Evaluation #1 by Institute Dean and/or other appropriate supervisor	Prior to 12/1
(b) Unsatisfactory evaluation from evaluation #1 to appropriate Officer of the College by Institute Dean and/or other appropriate supervisor	12/1
(c) If evaluation is unsatisfactory, additional evaluation will be made by the appropriate Officer of the College	12/1 to 12/15
(d) Evaluation #2 by Institute Dean and/or other appropriate supervisor	12/1 to 6/15
2. <u>Individuals Initially Appointed After the Beginning of the Fall Term</u>	
(a) Evaluation #1 by Institute Dean and/or other appropriate supervisor	Prior to 2/1

(b) Unsatisfactory evaluation from evaluation #1 to appropriate Officer of the College by Institute Dean and/or other appropriate supervisor

2/15

(c) If evaluation is unsatisfactory, additional evaluation will be made by the appropriate Officer of the College

2/15 to 3/1

(d) Evaluation # 2 by Institute Dean and/or other appropriate supervisor

3/1 to 6/15

**B. OTHER NON-TENURED FACULTY.**

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

(a) Evaluation # 1 by Institute Dean and/or other appropriate supervisor

Prior to 2/1

(b) Unsatisfactory evaluation from evaluation # 1 to appropriate Officer of the College by Institute Dean and/or other appropriate supervisor

2/15

(c) If evaluation is unsatisfactory, additional evaluation will be made by the appropriate Officer of the College

2/15 to 3/1

(d) Evaluation # 2 by Institute Dean and/or other appropriate supervisor

2/1 to 6/15

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

(a) If initial contract begins dur-

ing Fall Term, the employee will be evaluated twice. First evaluation will be done by Institute Dean and/or other appropriate supervisor by 2/1 and other schedule dates for evaluation will conform to "B.1." (above).

(b) 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 appropriate Officer of the College by the Institute Dean and/or other appropriate supervisor

Prior to 3/1

**C. TENURED FACULTY.**

1. Evaluation # 1 by Institute Dean and/or other appropriate supervisor

Prior to 2/1

2. Unsatisfactory evaluation from evaluation # 1 to appropriate Officer of the College by Institute Dean and/or other appropriate supervisor

2/15

3. If evaluation is unsatisfactory, additional evaluation will be made by appropriate Officer of the College

2/15 to 3/1

4. Evaluation # 2 by Institute Dean and/or other appropriate supervisor

2/1 to 6/15

**VI. REAPPOINTMENT NOTIFICATION SCHEDULE**

College Regulation - 3.6018R - Contract Administration for Personnel Employed Under The Full Time Instructional Salary Schedule (2/10/72).

**BROOKDALE COMMUNITY COLLEGE  
ASSIGNED OBJECTIVES EVALUATION  
FOR FACULTY**

Faculty Member's Name: \_\_\_\_\_ Institute: \_\_\_\_\_  
Learning Center: \_\_\_\_\_  
Functional Team: \_\_\_\_\_

OBJECTIVES	COMMENTS
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	
Objective #	

Approved by: _____		Accepted by: _____	
Institute Dean's Signature	Date	Faculty Member's Signature	Date

**ARTICLE XIII  
PROMOTION PROCEDURE**

- A. Applications for promotion may be submitted by a member of the unit on or before November 15th each year.
- B. The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in ARTICLE XIV shall be minimal requirements for promotion.
- C. In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the faculty, work or services performed for the Institution beyond assigned duties, professional status, growth and development, and in community service.
- D. The Institute Evaluation Committee shall review credentials and make recommendations for promotion.
- E. The full list of those being recommended for promotion shall be passed by the Committee to the Institute Dean on or before March 15, 1974. The Institute Dean may append comments concerning the individuals on the list, and he then shall pass the list to the President on or before March 31, 1974.
- F. 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.
- G. The Institute Evaluation Committee shall consist of one tenured teaching faculty member from each team within the Institute and include the faculty member's



team leader. The Committee shall be appointed by the Institute Dean on or before November 1st.

H. Faculty members receiving promotions in rank shall receive an additional five per cent (5%) in their "annual base salary." For the purpose of this paragraph, "annual base salary" shall be the monthly salary under the current contract multiplied by the number of months in the term of the next contract.

#### ARTICLE XIV INITIAL APPOINTMENT TO ACADEMIC RANK

##### A. GUIDELINES.

1. The Guidelines for initial appointment to academic rank currently in effect will continue in effect. These are:
  - (a) Instructor: Master's Degree in subject field; or Bachelor's Degree plus at least three (3) years experience in related career education field.
  - (b) Assistant Professor: Master's Degree in subject field, plus five (5) years of professional experience; or Bachelor's Degree, plus at least three (3) years experience in related career education field and five (5) years teaching experience; or Bachelor's Degree, plus at least ten (10) years experience in related career education field.
  - (c) Associate Professor: Master's Degree in subject field and thirty (30) semester hours of relevant graduate work beyond the Master's Degree and six (6) years professional experience; or Bachelor's Degree, plus three (3) years experience in related career education field and ten (10) years teaching experience; or Bachelor's Degree, plus twelve (12) years experience in related career education field and four (4) years teaching experience.
  - (d) Professor: Appointments shall be based on

exceptional qualifications and demonstrated instructional leadership.

For Student Development Specialists and Media Specialists, relevant experience is equated to teaching. Master's Degree is normally required for Student Development Specialists, Media Specialists, and faculty teaching in college and university parallel programs. Less than a Master's Degree may be allowed for teaching in career education programs.

#### ARTICLE XV

A. HOURS. The College Working Day shall not begin before 7:30 a.m. or end later than 10:30 p.m. Monday through Friday.

B. TIME SPAN. The time assigned by the team 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.

#### C. SATURDAY CLASSES - WEEKEND COLLEGE - COMMUNITY SERVICES.

1. Saturday classes, Weekend College and Community Services are separate functions of scheduling outside the required load of the team and its individual faculty members.
2. Qualified full-time faculty will be given the first opportunity to teach courses scheduled by Community Services and Weekend College whether or not they have less than a full load in their Institute.

3. Compensation for all full-time faculty under (A) will be at the current rate for part-time faculty whether or not they have less than a full load in their Institute.

**D. TRAVEL REIMBURSEMENT.** Travel Reimbursement will be made based on the distance traveled from the first assignment to the second and return at the rate of twelve (12) cents per mile.

**E. GRADE REPORT SCHEDULE.** Grade Reports shall be submitted within eight (8) consecutive days following the end of a term and grades shall not be reported any more frequently than every six (6) weeks unless the duration of the course requires otherwise.

**F. NON-DISCRIMINATION.** The Board and the Association agree that there be no discrimination against any faculty member on the basis of race, creed, religion, national origin, sex, age, or marital status.

**G. CALENDAR.** The President will review with the executive committee of the Association the recommended calendar submitted by the College Assembly before he makes his final decision.

#### **ARTICLE XVI CONTRACTS**

##### **A. TWELVE (12) MONTH CONTRACTS.**

1. The Annual or 12 Month Contract shall begin July 1 and end on June 30 of the following year.
2. The 12 Month Contract shall not exceed a maximum of 210 days of instruction including such number of days as the team shall plan for curriculum development with the approval of the Dean.

3. Faculty members on Annual or 12 Month Contract shall be given an annual vacation of one month (22 days), non-cumulative, to be taken continuously to the extent the scheduled maximum number of days of instruction permit. The arrangement of a faculty member's continuous vacation time shall be a function of the team subject to the approval of the Dean. The 22 days of vacation are not to be subtracted from the 210 days of instruction.

4. The three (3) year contract shall be governed by: The College will offer 12 Month Contracts to a minimum of 40% and a maximum of 50% of the returning instructional faculty (10 months pay plus 20%), including Media Specialists, Student Development Specialists and Team Leaders.

##### **B. REGULAR OR TEN (10) MONTH CONTRACTS.**

1. The Regular or Ten (10) Month Contract shall begin September 1 and end June 30 of the following year.
2. The Ten (10) Month Contract shall not exceed a maximum of 170 days of instruction including such number of days as the team shall plan for curriculum development with approval of the Dean.

**C. SPECIAL CONTRACTS.** The Special Contract shall be issued for periods of less than ten (10) months but shall not be used to circumvent the Annual or 12 Month Contract.

**D.** Faculty members will work no more than twenty (20) contact hours of fifty (50) minutes length. The average instructional contact hours per team member shall not exceed fifteen (15). The average number of office hours per team member shall not exceed five (5) scheduled as the team functions Monday through Friday, day and

evening. This shall be equivalent to five (5) days of instruction.

**E. GUIDELINES.** The Board shall endeavor to adhere to the following guidelines:

1. No 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.

2. Student Development Specialists in a ratio of not more than 1:250.

**F. MEDIA SPECIALISTS.** The work week of Media Specialists shall be thirty-five (35) hours.

**G. FIRST YEAR.**

1. Base Salaries — 1973-74

- (a) Instructor — \$9,600.00
- (b) Assistant Professor — \$11,600.00
- (c) Associate Professor — \$14,000.00
- (d) Professor — \$16,500.00

Base salaries to be adjusted by 4.5% in the second year and in the third year by the cost of living as per G.2.c. No faculty member shall receive less than the minimum provided for that rank.

2. General Salary Adjustment

- (a) Effective July 1, 1973, a total of 8% of each faculty member's '72-'73 salary;
- (b) Effective July 1, 1974, a total of 8.5% of each faculty member's '73-'74 salary;
- (c) Effective July 1, 1975 through June 30, 1976, a career incentive of 4% of each faculty member's '74-'75 salary plus a cost of living adjustment

equal to the percentage increase in the Consumer Price Index (New York & northeastern New Jersey) from January, 1974 through January, 1975.

**H. INSURANCE.** The Employee Insurance Program shall include the following:

1. Hospitalization — Blue Cross/Blue Shield premium group package for employee and eligible dependents, plus Rider J. Eligibility Date: First day of a month after three (3) months of employment.

2. Major Medical Insurance — \$20,000 maximum; available to employees and eligible dependents. Eligibility Date: First day of a month after three (3) months of employment.

3. Short Term Disability — Compensation of 70% weekly salary, to a maximum of \$250 per week or 26 weeks. Eligibility Date: 15th day of disability.

**ARTICLE XVII  
FACULTY OVERLOAD**

**A.** Overload shall be paid to faculty members of functional teams on the following basis:

1. In a regular term (semester), when the total load for the team divided by the number of full-time equated faculty (excluding paraprofessionals) exceeds four hundred fifty (450) Student Credit Hours, overload shall be paid at eight dollars (\$8.00) per credit hour per full-time equated faculty member.

2. In a short term, overload shall be paid at eight dollars (\$8.00) per credit hour when the Student Credit Hour average as computed above exceeds two hundred twenty-five (225).

**B. 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 and deferred credit students, but not including students who drop the course and either transfer without cost to another course or obtain a full refund. The total S.C.H. for courses assigned to a team divided by the members of the team in the unit will be the basis for determining the S.C.H. per team member. Student Development Specialists, Media Specialists and other faculty members not directly involved with the presentation and evaluation of learning experiences shall not be included as members of the team for the purposes of computing load.

**ARTICLE XVIII  
PATENT AND COPYRIGHT POLICY**

1. All property rights in books written, 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, 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 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 three hereof, include:

(a) The right to publish for private profit and the

right to copyright any book, 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.

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.

3. Notwithstanding the property rights of any staff member or members in any books, teaching aids, or equipment published, developed, or designed by said staff member or members, Brookdale Community College shall, to the extent that said book, 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 shall entitle the College to use or purchase said book, 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 salary 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, teaching aid, or equipment, to any purchaser thereof shall belong exclusively to the staff member or members.

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

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

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

**ARTICLE XIX  
DURATION**

This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1976.

**BOARD OF TRUSTEES  
BROOKDALE  
COMMUNITY COLLEGE**

**NON-ACADEMIC  
STAFF  
ASSOCIATION**

W. Preston Corderman /l.s.  
Chairman

Don Nigro /l.s.  
President

Attest:

Thomas H. Auch /l.s.  
Interim Secretary

Attest:

Dorothy Gibson Dutter /l.s.  
Secretary

**MEMORANDUM OF AGREEMENT**

1. The Coaches' salaries for the 1972-73 fiscal year will be increased as follows:

- (a) 1973-74 fiscal year - 8%
- (b) 1974-75 fiscal year - 8.5%
- (c) 1975-76 fiscal year - 4% career incentive plus cost-of-living increase as indicated in Article G-2.

2. All existing ten (10) plus two (2) contracts for 1973-74 fiscal year shall be reissued as twelve (12) month contracts.

3. The promotion procedure for the 1974-75 fiscal year shall commence thirty (30) days following ratification by both parties of this Agreement.