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A G R E E M E N T B E T W E E N

THE BOARD OF TRUSTEES OF MERCER COUNTY COMMUNITY COLLEGE
OPERATING UNDER PROVISION OF PUBLIC LAWS OF
1968, CHAPTER 303 OF THE STATE OF NEW JERSEY,

A N D

THE FACULTY ASSOCIATION OF MERCER COUNTY COMMUNITY COLLEGE

1973-1976

12-14-73

6-30-76

12/18/73

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DURATION OF THE AGREEMENT

This Agreement shall be effective as of Dec. 14, 1973 and shall continue in effect until June 30, 1976. Salaries and fringe benefits shall be effective as of the start of the 1973 Summer Session.

This Agreement is subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

This Agreement is subject to the Association's right to negotiate annual salaries and fringe benefits for the Academic Year 1975-76. Negotiations should commence no later than October 15, 1974.

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ARTICLE 1

RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Faculty Association, Inc. as the exclusive representative for collective negotiation in a unit of Mercer County Community College employees set forth in paragraphs B hereof for the purpose of collective negotiations for terms and conditions of employment.
- B. The employees included are:
1. Full-time teaching faculty.
 2. Full-time professional personnel of the Library, Media Center, Academic Skills Laboratory, and Student Personnel Services.
- C. The Employees excluded are:
1. Administrative Officers and administrative staff.
 2. Part-time faculty and other part-time professional staff.
 3. Technical Assistants.
 4. Non-professional staff, craft employees and policemen.
 5. Supervisors and managerial executives including all directors, department chairmen, deans and registrars.
 6. Professional Support Personnel (without faculty rank).
- D. Unless otherwise indicated, the term "Association," when used hereinafter in this Agreement, shall refer to the Mercer County Community College Faculty Association, Inc.

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RECOGNITION OF EMPLOYEE REPRESENTATIVE

- E. Unless otherwise indicated, the terms "faculty" or "Professor(s)," when used hereinafter in this Agreement, shall refer to all professional academic employees represented by the Association in the negotiating unit as defined above, and references to male faculty shall include female faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Professor.
- F. Unless otherwise indicated, the term "Board" when used hereinafter in this Agreement, shall refer to the Board of Trustees of Mercer County Community College.
- G. Unless otherwise indicated, the term "State," when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.
- H. Unless otherwise indicated, the term "College," when used hereinafter in this Agreement, shall refer to Mercer County Community College.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement no later than October 1 of the final year of this Agreement.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information relevant to negotiating a successor Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations subject to approval by the Board and the Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Ch. 303, P.L. 1968.

ARTICLE II - NEGOTIATION PROCEDURE

F. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights duties and obligations of the Board, the Faculty Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE III

RIGHTS OF THE PARTIES

- A. The Board agrees to furnish to the Association on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Association and agendas and minutes of all Board meetings.

- B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with their normal responsibilities.

- C. Members of the Association employed by the College may be permitted to transact official Association business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.

- D. Rooms at the College designated as available for general meeting purposes may be used for Faculty Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangements shall be made in advance with the individual responsible for allocating academic space, the student center, or the gymnasium. Sufficient space shall be provided and such use shall not interfere with the normal function of the College and shall be used for the legitimate purpose of the Association.

- E. The Board agrees that the Association may provide in its own name (listing), and have sole financial responsibility for, an individual business telephone in the office shared by the President of the Association for the placing and receiving of all off-campus telephone calls related to Association affairs. The Association agrees to provide, at its own expense, all materials and supplies necessary for the conduct of the Association's affairs, except that the College will allow use of a typewriter and spirit duplication (Ditto) machine and all facsimile reproduction machines.
- F. The Association shall have the right to post bulletins and notices relevant to the employees it represents on designated Association bulletin boards in the staff dining room and in each departmental office area. These bulletin boards shall measure 3 feet by 4 feet and be for the exclusive use of the Association.
- G. The Association may use the interoffice mail facilities for official Association business providing this does not interfere with normal college operations.
- H. The Association shall normally be notified one week in advance, in writing, of time, date, place and agenda of all public meetings of the Board.
- I. A representative of the Faculty Association may speak to any point on the Agenda of the Board at its regular monthly public session. If the representative wishes to speak on an issue which is not on the agenda, he may do so providing he has notified the President of the subject matter 48 hours prior to the Board meeting. Generally, the representative should limit his remarks to between five (5) and ten (10) minutes.

RIGHTS OF THE PARTIES

- J. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Association in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15 9e) and under similar 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 time to time be designated by the Faculty Association. The person designated shall disburse such monies to the appropriate Association or Associations. Copies of Chapter 233, may be obtained from the Association President. These monies shall be transmitted by the 10th of the month following their collection.
- K. The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this agreement.
- L. The Association and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association agrees that it shall not engage in, or counsel or instigate strikes or work stoppages.

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RIGHTS OF THE PARTIES

M. No restrictions or responsibilities shall be placed on faculty during the activity period (11:00 a.m. - 12:30 p.m.) which occurs on the second Thursday of any month.

ARTICLE IV

FACULTY RESPONSIBILITY

A. Faculty members in each department are responsible for decisions regarding instructional materials and textbooks selected for courses offered by the department. Those faculty members who are teaching a particular course will constitute a committee to select instructional materials and textbooks for the course. One text(s) and one set of instructional materials shall be used in a particular course, save when an experimental approach to instruction is being attempted or in the case of special programs or groups (PEN, WIN, WIIFE, etc.). Two sets of instructional materials and textbooks may be selected if a large number of sections of a course are being offered.

Faculty have the right to use their own publications and individually prepared materials, provided these are approved by the committee.

B. Faculty members in each department have the responsibility for constructing, revising, and improving course outlines for all subjects offered by the department. Course outlines shall be prepared in accordance with the format in use on June 30, 1973.

C. Faculty members shall have sole responsibility for assignment of grades and for the determination of methods for the evaluation of students enrolled in courses for which they are responsible. These grades shall be assigned in accordance with established college standards and traditional academic prerogatives. The faculty member's official grade book shall be turned in to the department

ARTICLE IV - FACULTY RESPONSIBILITY

11.

chairman within one week after final grades are required to be submitted to the Registrar. A copy of the grade book shall be given to the faculty member upon request.

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ARTICLE V

ACADEMIC RANKMinimum Eligibility Requirements for Academic Rank

<u>A. Rank</u>	<u>Academic⁶</u>	<u>Experience</u>
Assistant Instructor	Baccalaureate.....	None required or equivalent
Instructor	Master's Degree.....	None required
<u>OR</u>		
	Equivalent in Special Fields ³	2 years of full-time college teaching* or equivalent experience
Assistant Professor	Master's Degree, plus..... 15 graduate credits (post masters) in course work related to this position or toward a Doctorate, or equivalent ⁴	4 years of full-time college teaching* or equivalent experience ²
<u>OR</u>		
	Doctorate.....	None required
Associate Professor	Master's Degree, plus..... 30 credits in a doctoral program, or a second Master's degree, or a Master's degree plus licensure as a P. E., R.A., C.P.A., or license to practice law.	7 years of full-time college teaching* ¹ or equivalent experience ²
<u>OR</u>		
	Doctorate.....	4 years of full-time college teaching* or equivalent experience ²
Professor	Doctorate ⁵	8 years of full-time college teaching* or equivalent experience ²
Lecturer	See Note #9

B. Explanatory Notes

¹At least three years of full-time college teaching is required for ranks above Assistant Professor.

²Two years of full-time high school teaching or business experience directly related to courses to be taught may be equated to one year of college teaching.

ACADEMIC RANKB. Explanatory Notes (cont.)

³A bachelors degree and/or two years of relevant business or field experience may be an acceptable substitute in certain specialized fields, at the discretion of the college. This is above and beyond the experience requirements.

⁴Two or more years of relevant business or industrial experience above and beyond that required to meet experience requirements may be considered equivalent to the 15 credits at the discretion of the college.

⁵The doctorate may be waived by the Board of Trustees only on the recommendation of the President, in specialized fields where advanced graduate work may be unusual, or typically not available. Recognized achievement in certain fields may be an acceptable alternative. Degrees such as Sc.D., M.D., D.D.S., etc., may be acceptable, if related to the work at the college. A license as a professional engineer, registered architect, or a certified public accountant may be acceptable, if it is accompanied by significant research achievements and publication or production comparable to the publishing of a doctoral thesis.

⁶Academic preparation shall be related to the faculty member's responsibility to the college as indicated in this employment contract and as determined by the chairman and dean.

⁷Librarians and counselors shall be assigned academic rank and shall be eligible for promotion.

⁸Assistant Instructors who present verification of the receipt of a Master's degree shall be promoted to Instructor effective in the following semester or summer session.

⁹The title of Lecturer may be assigned to a faculty member whose educational background and experience do not conform to the College's standard ranking system, but whose experience and expertise in a particular profession or other skill area indicate clearly that he would make a significant contribution to the College.

* "Teaching" as used in this Article embraces library service for librarians and counseling service for counselors.

ARTICLE VI
INDIVIDUAL FACULTY CONTRACTS

- A. Appointments and reappointments are normally limited to one year (ten months) until the faculty member attains tenure. An initial appointment may be made for a period of two years (ten months each) under exceptional circumstances. Under exceptional circumstances and if continuous coverage beyond the 10-month contract is necessary volunteer(s) will be selected on a seniority basis from the appropriate Department area. If there are no volunteers, individual(s) with the least seniority within the departments or areas will be selected.
- B. When a prospective employee is offered a position via an individual contract he shall be provided with a copy of this Agreement.
The individual contract shall include:
1. The duration for which the appointment is effective
 2. The specific salary.
 3. The name of the College.
 4. Academic rank
 5. Department.
 6. Special provisions.
- C. Upon signing and returning the contract, the faculty member is committing himself to employment at the College in accordance with the terms of the contract. In the event any faculty member is not certain that he will be able to perform in accordance with the provisions of the contract, he should discuss his situation in detail with the appropriate department chairman or director, the appropriate dean, and the faculty association prior to signing an amended contract if such is agreeable to

INDIVIDUAL FACULTY CONTRACTS

the Board.

B. Notice of non-reappointment shall be given in writing not later than March 15 of the first year of service and not later than March 1 of the second year of service and not later than February 15 of the third year of service and not later than January 15 of the fourth and fifth years.

E. Under extraordinary circumstances, it may become necessary to hire a full-time faculty member for less than a full academic or fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. He shall be accorded all privileges of a full-time faculty member.

F. Except under extraordinary circumstances, faculty members should give the college 60 days notice prior to the effective date of their resignation.

G. Reduction in Staff

Whenever it is absolutely necessary to decrease the number of Faculty because of insufficient funds or a decrease in student population the Board may place the necessary number of faculty, beginning with non-tenured persons in reverse order of college service in each department and organizational areas of the college, on leave of absence without pay.

If a reduction in force is being considered, the Board shall notify and consult with the Association as soon as practicable but not less than nine (9) months before the proposed reduction in force is to take place. Faculty who will be placed on such an involuntary leave of absence shall be notified seven (7) months before the effective date.

INDIVIDUAL FACULTY CONTRACTS

Any reduction in force shall be carried out according to the following standards and conditions within departments or areas:

- A. Prior to initiating any such involuntary leaves, the College will publish a faculty seniority listing.
- b. No tenured faculty shall be subject to such an involuntary leave before non-tenured faculty.
- c. No full-time faculty shall be subject to such an involuntary leave before any other person who is teaching in the area on a full-time or part-time basis.
- d. Length of full-time service at the College (seniority basis) shall determine the order of placement or involuntary leave of absence for all full-time faculty. Such faculty are exempt from involuntary leave if no other qualified faculty member would remain to fill the position and, as a result, a program of instruction or essential courses would have to be eliminated.
- e. In the case of faculty members with identical seniority academic rank shall prevail.
- f. No faculty member placed on such an involuntary leave shall be precluded from securing other employment during the period of such a leave.
- g. No new appointments of any nature shall be made while there are available persons who are on a leave of absence and qualified to fill the position or vacancy.
- h. Such a leave of absence shall not result in the loss of status, rank, or credit for previous years of service.

INDIVIDUAL FACULTY CONTRACTS

- i. For any person placed on such a leave of absence, the College shall continue to contribute their share of hospital benefits for three (3) months.
- j. Any faculty member, placed on involuntary leave, shall inform the College within ninety (90) days after notification for re-appointment of his willingness to return to the College.

ARTICLE VII

EVALUATIONA. DEPARTMENT PERSONNEL COMMITTEE

1. Each department of the College shall have a Department Personnel Committee (DPC) which shall evaluate faculty and make recommendations with respect to promotion, retention and tenure.
2. The Department Personnel Committee consists of the Department Chairman or Director and one tenured department member for every five (or portion thereof) faculty members assigned to the Department. Members of the DPC must hold the rank of Assistant Professor or higher and shall be elected during a department meeting in May of each year. The elected member's term of office shall be one year. If sufficient tenured members or members with Assistant, Associate or Full Professor rank do not exist in a given department, elections will be open to all tenured department members.
3. A resignation of a member of this committee during the academic year necessitates a new election by the department within seven (7) days of the written acceptance of that resignation by the Department Chairman who shall serve as chairman of the Department Personnel Committee. If a vacancy occurs after May 30, a replacement shall be elected within seven (7) days of the beginning of classes in the Fall semester.

EVALUATIONB. EVALUATORS

Faculty members shall be evaluated by:

1. Department Personnel Committee
2. Department Chairmen
3. Dean to which Department Chairman reports
4. A second Department Chairman if the faculty member is also performing services in that Chairman's area or department.

C. EVALUATION CRITERIA

1. Evaluations must be guided by certain criteria. These criteria are in order: (1) quality of teaching or counseling -- teaching must not be regarded as confined to the classroom, it extends to advisement, formal and informal; (2) contribution to the Department and the College; (3) professional growth.
2. The following list of the items shall be considered when applicable for the purpose of evaluating faculty:
 - I. Direct Teaching
 - A. Lecture, Classroom, Seminar
 - B. Laboratory, Shop, Studio, Clinic.
 - C. Office Sessions
 - D. Preparation of Laboratory Experiments and Shop Activities and Projects.
 - E. Preparation of instructional materials
 - F. Evaluation of student performance
 - II. Counseling or Librarianship
 - III. Student Advisement
 - IV. Contribution to Department
 - A. Development of Curricula
 - B. Development of Courses
 - C. Constructing, revising and improving Course Outlines
 - D. Committee and Meeting Contribution.

EVALUATIONV. Contribution to College

- A. Committee Contributions.
- B. Research and Writing

VI. Professional Growth

- A. Courses and Credits
- B. Research and Writing
- C. Membership and Participation in Professional Societies

3. At its discretion, the DPC may require student evaluations prepared by those students enrolled in a given faculty member's course (s) using the form included in the appendix to this contract and administered by the department chairman or a staff member.
4. The private and personal life of a faculty member is not within the appropriate concern or attention of the DPC or the College.
5. All observations must be conducted with the foreknowledge of the faculty member.

D. FACULTY MEMBER SELF-EVALUATION

Prior to the end of September of each academic year the faculty member shall with the advice of his supervisor, prepare a list of professional objectives for that academic year. Plans to accomplish these objectives should be prepared in outline form.

By May 15, the faculty member shall evaluate himself with respect to accomplishment of previously determined objectives and in terms of the overall objectives of the college and his responsibilities as a faculty member. The written statement of objectives and plans prepared earlier that year and the guide to self-evaluation included in the appendix to this agreement shall serve as his guide.

EVALUATION

Generally, the self-evaluation document should not exceed from five (5) to seven (7) pages in length.

E. VISITS

1. Nontenured Faculty

- a. A nontenured teaching/counseling faculty member shall be observed in a teaching/counseling situation (classroom, laboratory, counseling session, etc.) not more than three (3) times per academic year. The faculty member may request and receive additional observations.
- b. No more than three individuals shall be present to observe at any one time. Of these, two may be administrators, and no more than seven individual observations may be made within the three (3) visits.
- c. To ensure a proportionate and equitable number of observations, visits will be scheduled and coordinated by the Department Chairman.

2. Tenured Faculty

- a. Tenured faculty shall be observed in a teaching/counseling situation (classroom, laboratory, counseling session, etc.) once each year. Department Chairman, and one faculty representative on the DPC shall conduct the observation. Should a faculty member be instructing in an area other than the one to which he is normally assigned, an additional visit may be made by that Department Chairman at his discretion. A member of the DPC of that department shall accompany him.
- b. A tenured faculty member may request and receive additional observations. This is recommended in cases of possible promotion.

EVALUATION3. Observation Report

Within five (5) working days following each observation, the faculty member will be given copies of completed, typed observation reports. After no less than two (2) working days to study the report(s), he shall have the opportunity to discuss the results of the visit with those who prepared same. The visit form included as an appendix to this agreement shall be used.

4. Advanced Notice

Visits may occur at any time during the academic year. The faculty member shall know of the visit at least twenty-four (24) hours in advance. Should the pending visit be scheduled when an examination or other activity not conducive to effective evaluation is taking place, it shall be rescheduled.

F. SUMMARY EVALUATION

1. Evaluation is a continuous process which extends throughout each academic year. However, periodically a faculty member must be appraised of his performance and given an opportunity to respond to his evaluators.
2. Each year the DPC and administrative evaluators (separately or in concert if they mutually agree) shall prepare a summary evaluation(s) of each faculty member. Consideration should be given to all available information (DPC, administrators, student evaluation results, and the faculty member's self-evaluation).

EVALUATIONF. SUMMARY EVALUATION (cont'd)

3. Prior to the dates established below, the DPC and administrative evaluators (separately or in concert if they mutually agree) shall meet in conference with the faculty member to discuss the evaluator (s) summary evaluation (s) and suggestion (s) for improvement. At this time the faculty member will be given copies of the summary evaluation(s) and suggestion for improvement and other written materials which he has not previously received. The faculty member shall sign copies to indicate receipt of these materials. The faculty member may at his option within five (5) working days present a written response(s) which shall be placed in his personnel file.

4. Summary evaluations shall be completed in accordance with the schedule indicated below:
 - a. December 15 for all probationary faculty in their fourth and fifth years of service.
 - b. January 15 for all probationary faculty in their third year of employment.
 - c. February 1 for all probationary faculty in their second year of employment.
 - d. March 1 for all probationary faculty in their first year of employment.
 - e. May 1 for all tenured faculty.
 - f. May 1 for all probationary faculty who were employed initially in the Spring semester.

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ARTICLE VIII

PROMOTION IN ACADEMIC RANKA. Academic Rank

Academic rank is a means of recognizing the accomplishments of faculty members. Promotion is not automatically attained through length of service or the accumulation of degrees and credits but must be earned through outstanding service to the College. The judgment of the relative merit of candidates for promotion must be guided by certain criteria: (1) quality of teaching, librarianship or counseling, etc., - teaching must not be regarded as confined to the classroom, it extends to advisement, formal and informal; (2) contribution to the Department and to the College; (3) professional growth. A faculty member may be considered for promotion during or after his third year of service and must have the minimum background and experience required for the academic rank for which he is a candidate. If a promotion is granted, it becomes effective in the current summer session.

B. Department Personnel Committee Recommendation

1. By February 1 of each year, each DPC shall review the personnel records of all faculty members in the department to determine eligibility for promotion.
2. This Committee shall evaluate the members of the department, and make formal recommendations for promotion by majority vote of the whole committee, when the committee consists of three or more people. In the event of a tie vote, the College Personnel Committee shall consider the candidate. The committee's recommendation shall be forwarded to the College Personnel Committee by March 1.

PROMOTION IN ACADEMIC RANK

3. A member of the Department Personnel Committee shall not participate in judgment of his own or a relative's possible promotion.
4. The recommendation shall include a priority order by rank if more than one faculty member is being recommended for promotion to a given rank.
5. The Department Chairman shall inform all departmental faculty as to those individuals who have been judged eligible for promotion and those who have been recommended for promotion by the DPC.
6. The individual faculty member is responsible for insuring that his personnel file includes all pertinent documents that may have a bearing on his promotion.

C. Other Recommendations

Deans or Department Chairmen are free to prepare recommendations (positive or negative) on all candidates recommended for promotion by the Department Personnel Committee. The Deans or President are free to recommend individuals for promotion who have not been considered or recommended at the department level.

D. College Personnel Committee

1. Membership shall consist of seven persons: A Dean (Chairman of the committee) and three Administrators appointed by the President; three tenured faculty members elected by the Faculty of which number at least two must hold the rank of associate or full professor.

PROMOTION IN ACADEMIC RANKD. College Personnel Committee (cont'd)

One may hold the rank of assistant professor.

2. The committee shall verify eligibility for promotion prior to considering any individual's candidacy.
3. The committee members will vote individually for each eligible candidate and a majority vote of the entire committee will constitute a recommendation.
4. Individuals being considered for promotion shall be offered the opportunity to appear before the committee.
5. The committee shall prepare a list of those recommended for promotion and include a priority listing where more than one individual is being recommended for promotion to a given rank.
6. The Committee's recommendations shall be forwarded to the President by April 15.

E. Presidential and Board Action

The President shall review the College Personnel Committee recommendations and confer with the committee prior to forwarding his recommendations to the Board. The decision of the Board which shall occur no later than its June meeting shall be final.

ARTICLE IX

SALARY

A. Salary Ranges - 10 Month Faculty

	1973-74		1974-75	
	Min.	Max.	Min.	Max.
Assistant Instructor	\$ 7,700	\$11,075	\$ 8,200	\$11,850
Instructor	9,025	12,525	9,525	13,400
Assistant Professor	10,400	15,125	10,900	16,150
Associate Professor	12,600	18,325	13,100	19,450
Professor	14,700	21,225	15,200	22,350

B. Salary Ranges - 12 Month Faculty - 115% of those applied to 10 month faculty.

C. Salary Increases - 10 Month Faculty

1. For the Academic Year 1973-74, individual faculty members in the several ranks, employed in the Academic Year 1972-3, will receive an amount equal to their 1972-73 salaries plus an increase according to their ranks as indicated below:

Assistant Instructor.....	\$ 675
Instructor.....	775
Assistant Professor.....	925
Associate Professor.....	1025
Professor.....	1025

2. For the Academic Year 1974-75, individual faculty member in the several ranks, employed in 1973-4 will receive an amount equal to their 1973-74 salaries plus an increase according to their ranks as indicated below:

Assistant Instructor.....	\$ 775
Instructor.....	875
Assistant Professor.....	1025
Associate Professor.....	1125
Professor.....	1125

ARTICLE IX - SALARY

3. Salary increases for 1975-76 are subject to negotiations during 1974-5.

D. Compensation for overload and summer teaching will be based on academic rank and semester contact hours.

	<u>1973-74</u>	<u>1974-5</u>	<u>1975-6</u>	
Asst. Instructors & Instructors	\$240	\$255	\$275	per sem. con. hr.
Asst. Prof., Assoc.Prof., Prof.	255	270	290	per sem. con. hr.

E. Compensation for teaching in special non-credit extension and community service programs will be an appropriate hourly rate based on "D" above.

F. Teaching faculty members shall receive twenty-five (\$25) dollars per semester contact hour in addition to their normal compensation for all semester contact hours which they physically conduct within correctional institutions. Counselors shall receive up to three hundred (\$300) dollars per semester in addition to their normal compensation. This three hundred (\$300) dollars shall be prorated in keeping with that proportion of his normal work week, a counselor spends within a correctional institution (i.e., 50% of work week within correctional institutions will result in an additional one hundred fifty (\$150) dollars).

G. A faculty member promoted to a higher rank shall receive the salary increase appropriate to the new rank. If this increase does not bring his salary to the minimum for the new rank, his salary shall be placed at the minimum for the rank. In addition, he shall receive an increase of three hundred fifty (\$350) dollars.

H. Faculty members employed after January 1, in any academic year will receive only fifty percent (50%) of the increase awarded to those holding similar rank. However, upon recommendation of the President, they may receive the full increase.

ARTICLE IX - SALARY

- I. The Board reserves the right, at the recommendations of the President, to grant individual faculty members increases which exceed those indicated above providing these increases do not cause the faculty member's salary to exceed the maximum for his rank.
- J. The increases indicated above will be granted only upon evaluation of satisfactory service.
- K. In the event an instructor accepts an assignment which effects the number of contact hours or student contact hours, it shall be at his discretion to select which course and/or section shall be used for purposes of computing overload.
- L. No faculty member shall be required to assume all or part of another faculty member's workload without full compensation. Such compensation shall be computed at the overload rate.
- M. Courses taught entirely during intercession or which extend into intercession shall be considered overload and compensated for as such.
- N. Faculty members performing nonteaching duties on an overload basis (extended contract) shall be compensated on a pro-rated basis (10% for 20 working days of service). If this service is performed after graduation, the salary base shall be the one in effect the following September.

ARTICLE X

FRINGE BENEFITS AND INSURANCEA. Pensions

Retirement plans for all full-time faculty are provided by law in the following manner:

1. All newly-appointed faculty with academic rank must, if they are not members of the Public Employees' Retirement System (PERS) or Teachers' Pension and Annuity Fund (TPAF) under statute, enroll in the Teachers' Insurance and Annuity Association-College Retirement Equity Fund (TIAA-CREF).
2. All newly-appointed faculty who are enrolled in TPAF when employed, have an option to transfer to PERS or to participate in TIAA-CREF. Under no circumstances may any new employee continue membership in TPAF unless the new employee is transferring existing membership from one New Jersey county college to another.
3. All newly-appointed faculty with academic rank, who are active members of PERS when appointed have an option to remain in PERS or to participate in TIAA-CREF.

B. Insurance

1. All faculty participating in Alternate Benefit Program (TIAA-CREF), PERS AND TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, TPAF and PERS plans.
2. The faculty shall have the opportunity to participate in the Public School Employees' Health Benefit Act of the State of New Jersey, which will cover those faculty members and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.

ARTICLE X

FRINGE BENEFITS AND INSURANCEB. Insurance (continued)

3. The College will pay the premium for full coverage for the employee and his eligible dependents under the basic Blue Cross-Blue Shield, Rider J programs. The College will also pay the premiums for Major Medical coverage for both the employee and his eligible dependents who are covered under the basic Blue Cross-Blue Shield plan.
4. Life insurance coverage under A.B.P., T.P.A.F. and PERS will be continued for a one year period if an unpaid leave is granted to fulfill the residency requirement for an advanced degree or for maternity.

This insurance coverage is continued for a two year period if an unpaid leave is granted for illness.

C. Voluntary Dental Insurance Plan

1. The faculty may participate in a voluntary dental insurance plan which will be selected by the Faculty Association. The College will administer the dental insurance plan but will not assume any financial responsibility for implementation of such.

D. Tuition Remission

Faculty members, their spouses and dependent children may attend Mercer County Community College courses for credit or audit without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) as paid by other students enrolled at the college. Faculty members shall pursue such courses during their normal free time. Family members shall be subject to the same rules and regulations as regular students of the college. Dependent children shall be those defined by the Internal Revenue code of the United States.

- E. Fringe benefits for 1975-76 are subject to negotiations during 1974-75.

ARTICLE XI
FACULTY FACILITIES

- A. In all new buildings, an attempt will be made to provide two-person offices for teaching faculty members housed in these buildings. Counsellors will have one-person offices.
- B. Each faculty member will be provided with a telephone in his office.
- C. Staff lounges will be provided in the Liberal Arts, Math/Science, Business, Engineering Technology, Administration and Library Buildings.
- D. Conference rooms will be provided in major academic buildings.
- E. Faculty members will be provided with free parking space at the Main Campus, the Trenton Center and other work locations.
- F. A staff dining room will be maintained on the main campus.

ARTICLE XII

FACULTY WORKLOAD

- A. The academic year (ten months) begins with registration for the Fall Semester and extends through graduation. During the academic year, faculty shall not be required to provide services for more than thirty-seven (37) weeks. Periods that faculty are not required to provide services shall include a college specified five (5) consecutive days working during intersession (period between Fall and Spring semesters), official college holidays and scheduled Spring or Christmas recesses. If it is necessary to staff various areas (library, counseling, etc.) during periods other than the thirty-seven (37) weeks indicated above, the faculty member so required shall, at his option, receive prorated pay or compensatory time.
- B. Formal semester contact instruction hours constituting normal load is as indicated below for the academic year:
- | | |
|--|--|
| 1. All theory, lecture, and/or classroom instruction | -15 hours per semester
30 hours for the academic year |
| 2. Combination of theory, lecture, and/or classroom instruction with laboratory and certain non-laboratory classes such as shop, studio and clinic | -18 hours per semester
36 hours for the academic year |
| 3. All laboratory or certain non-laboratory classes such as shop, studio and clinic | -18 hours per semester
36 hours for the academic year |
- C.
1. A teaching faculty's normal load shall consist of 13 teaching contact hours provided that he is responsible for a minimum of 550 Student Contact Hours during the 13 contact hours.

ARTICLE XII - FACULTY WORKLOAD

C. (cont'd)

2. A teaching faculty member's normal load shall consist of 12 teaching contact hours provided that he is responsible for a minimum of 600 Student Contact Hours during the 12 teaching contact hours.
3. A teaching faculty's normal load shall consist of 11 teaching contact hours provided that he is responsible for a minimum of 700 Student Contact Hours during the 11 contact hours.
4. A teaching faculty's normal load shall consist of 10 teaching contact hours provided that he is responsible for a minimum of 800 Student Contact Hours during the 10 contact hours.
5. A teaching faculty member's normal load shall consist of 9 teaching contact hours provided that he is responsible for a minimum of 900 Student Contact Hours during the 9 teaching contact hours.
6. If neither 1, 2, 3, 4, or 5 above apply, each hour of large group instruction (95 or more students) shall be considered as one and one-half hours in calculating normal load.

D. Faculty members assigned responsibility for the supervision of Technical Assistants shall receive one hour of semester contact hour credit toward computing normal load for each 9-hours of such supervision. When necessary, this credit shall be pro-rated (1 hour TA supervision merits 1/9 semester contact hour credit).

E. A faculty member assigned a full load shall carry full academic rank and benefits. No faculty member shall be assigned a full teaching load compensated on the basis of a part-time salary schedule.

- F. Faculty will not be required to teach continuously for more than three consecutive lecture hours.
- G. A faculty member shall not be required to teach an 8:00 a.m. class on a day following one in which he taught a class commencing after 6:00 p.m. Moreover he shall not be required to teach a class continuing beyond 6:00 p.m. on a day in which he is assigned an 8:00 a.m. class.
- H. No faculty member shall be required to teach more than one evening class nor be required to perform duties on Saturdays.
- I. No faculty member shall be required to accept any assignment or reassignment for which he is not academically prepared.
- J. Department faculty shall be consulted as to departmental teaching schedules and work assignments prior to such assignments.
- K. Generally, faculty shall be informed of the courses they are required to teach in the following semester no later than one month prior to that semester.
- L. Full-time faculty will be limited to a voluntary overload of six (6) semester contact hours per semester during the Fall and Spring semesters. During the Summer session faculty members are limited to nine credit hours or their equivalent.
- M. Priorities used in offering teaching overload and summer course teaching assignments shall be
 1. Full-time teaching faculty within the department.
 2. Other faculty included in the unit.

ARTICLE XII - FACULTY WORKLOAD

- N. Priorities in offering overload counseling or library assignments shall be:
1. Full-time members of those departments based on seniority.
 2. Other faculty included in the unit.
- O. Semester contact hours shall include any regularly scheduled instructional activity (laboratory, classroom, lecture, shop, studio, learning, lab., etc.)
- P. Faculty members teaching in the summer session and overloads during the academic year will be available for student consultations via additional office hours, normally contiguous with teaching hours.
- Q. Teaching faculty will schedule (exclusive of activity periods) five (5) student conference office hours per week, distributed so as to make them available to the maximum number of their students.
- R. All faculty must work a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load. Under exceptional circumstances in order to provide full employment for a faculty member where otherwise it would not exist, the normal load concept will override other provisions of this article. Should a faculty member be assigned 18 hours of combination lecture and laboratory instruction, of which 15 or more are classroom hours, 15 of the classroom hours will constitute his normal load and the balance of the instruction becomes overload.

ARTICLE XII - FACULTY WORKLOAD

- S. Non-teaching faculty shall work a 35 hour week.
- T. Individual faculty members shall not be required to be on campus save when they have assigned responsibilities to perform.

ARTICLE XIII

LEAVES

A. GENERAL PROVISIONS

1. All applications for leave must be in writing and submitted sufficiently in advance of desired effective dates to provide for processing. Exceptions to this provision may be made in case of illness, death or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
2. At the conclusion of any leave granted to a faculty member, the member shall be reinstated to the position he or she held prior to taking the leave, without loss of any accrued benefits.

This provision in no way affects the policy regarding sabbatical leaves.
3. Faculty members must present applicable evidence of physical fitness before returning from such leaves.
4. Requests for leaves for education, experiential or enrichment purposes must clearly demonstrate benefit to the College.
5. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, the Public Employee's Retirement System, and the Teacher's Insurance and Annuity Association shall be interpreted from the rules and regulations of same.

ARTICLE XIII - LEAVES

B. PAID LEAVE

1. Sick Leave

- a. Sick leave is occasioned by the absence of an individual from duty because of illness, accident, or exposure to contagious disease.
- b. Sick leave shall be earned at the rate of one day for each full time calendar month of employment completed by the individual in accordance with his particular contract. Unused sick leave shall be cumulative.
- c. Any absences in excess of the cumulative sick leave accrued to an absentee and not covered by the sick leave bank shall be taken without pay.
- d. Accumulation of sick leave shall begin as of the first of any month in which an employee is appointed to a position on the professional staff. Service prior to July 1, 1967 on the professional staff of Trenton Junior College may be taken into account in such computation, at the rate of five (5) calendar days for each year of said prior service, up to a maximum of fifty (50) calendar days.
- e. Sick leave shall commence and be recorded from the date of first absence from assigned duties.
- f. Faculty members who are absent may be required to submit proof of illness. Where any absence because of illness exceeds one calendar month, the absentee must present a statement from his physician explaining the nature of his illness and certifying that he is physically and mentally able to return to work.

- g. In the case of any such absence because of illness in excess of one calendar month, the College may also require an examination by a physician in its employ or appointed by it, who shall certify his belief that the physical and mental condition of the absentee is such that his return to work is to the best interests of the College. In cases where there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his judgment shall be accepted as conclusive. In the event that it is found that the physical and mental condition of such person is such that his return to work is not in the best interest of the College, such person shall apply for such additional period of leave of absence as may be necessary.

2. Workmen's Compensation

- a. A faculty member who is disabled by injury incurred in the performance of his duty will be covered by Workmen's Compensation Insurance in accordance with New Jersey statute. No sick leave days shall be charged against the employee under these circumstances.

3. Sabbatical Leave

- a. Sabbatical leave is for the purpose of improving the College program through the professional development of Faculty. Application for such leave may be made by any member of the full-time faculty who is under the age of sixty-five (65) years, after completion of any period of six (6) continuous years of service at Mercer County Community College, exclusive of non-sabbatical leaves and since the termination of any previous sabbatical leave. Prior full-time service with Trenton Junior

College shall be credited for the purpose of sabbatical leave.

- b. Application for sabbatical leave shall be in the form provided by the administration and must provide a statement of a well considered plan designed to increase the faculty member's value to the College. Upon returning to the College after a sabbatical leave, a full report covering the use of said leave shall be presented to the President.
- c. Application for such leave for any academic year shall be filed not later than January 1st of the preceding academic year.
- d. Leave may be requested for either one-half or one full academic year. If granted, the applicant may receive up to full salary for one-half year, or half-salary for a full year.
- e. Sabbatical leaves are not for the purpose of offering opportunity for income or for rendering service for compensation in another enterprise or institution. However, this condition does not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves, provided the applicant shall fully reveal same in his application for sabbatical leave.
- f. The recipient of a sabbatical leave retains rights of regular employment (such as retirement, medical insurance, tenure, and office space) as if employment had been uninterrupted.
- g. Faculty who are granted sabbatical leave are expected to return to their duties in the College for at least two (2) years. If they do not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.

ARTICLE XIII - LEAVES

- h. It is a general principle that sabbatical leaves shall not be granted for study toward a master's or doctorate degree if the opportunity exists within the general geographic area for faculty to earn such a degree on a part-time basis.
- i. The College Personnel Committee shall review applications for sabbatical leave and make recommendations to the President.

4. Bereavement Leave

Instructors will be granted up to three (3) days leave for bereavement for each death in the immediate family. "Members of the immediate family" is understood to mean: husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, step-father, step-mother, brother, sister, step-brother, step-sister or grandparent.

5. Emergency Leave

Absence to respond to personal emergencies will be allowed up to three (3) days per academic year. This is non-cumulative.

C. UNPAID LEAVES OF ABSENCE1. Maternity Leave

- a. Upon written request, a female tenured faculty member who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence without pay upon recommendation by the President and approval by the Board.
- b. Expectant mothers shall request a leave two (2) months prior to the expected commencement of such leave.
- c. A faculty member granted Maternity Leave should return to work not later than one (1) year from the end of the semester in which leave was taken. The faculty member may apply for and may receive

a Second year of leave of absence.

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ARTICLE XIII - LEAVES

- d. A faculty member on Maternity Leave may return to employment as early as she is physically able but such return must coincide with the beginning of a semester.
- e. Where possible, a nontenured female faculty member who leaves employment because of maternity shall be given preference in future hiring in her area of specialization should an opening occur.

2. Involuntary Sick Leave

- a. A faculty member may be placed on Involuntary Sick Leave when it is apparent to the President that the faculty member is no longer able physically an/or mentally to discharge his duties in a competent manner.
- b. The President may require in writing that any faculty member take a physical or mental examination at College expense, the results of which may be used for determining Involuntary Sick Leave.

3. Other Unpaid Leaves

The Department Personnel Committee shall review and make recommendations to the President with respect to unpaid leaves of absence for reasons of health, public service, enhancement of professional qualifications through work experience, teaching or service at another institution. Leaves may be granted to faculty members for periods up to one year renewable for a second year.

D. SICK LEAVE BANK

- 1. Upon ratification of this contract the Board will contribute three (3) days per faculty member to a sick leave bank. Thereafter, one quarter (1/4) day per month (2 1/2 - 3 days per academic year) for each full time employee will be credited to the sick leave bank.
- 2. Total sick leave bank accumulations shall not exceed twelve hundred (1200) days.

ARTICLE XIII - LEAVESD. SICK LEAVE BANK (continued)

3. The personnel office shall maintain a record of contributions and withdrawals from the sick leave bank.
4. Faculty members are eligible to draw from the bank only after they have completed one year of service.
5. Faculty members may present a claim for the sick leave bank only after all their personal sick leave and personal days are exhausted.
6. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under Workman's Compensation Claim.
7. No faculty member may claim more than seventy-two (72) days from the bank during a single fiscal year. Nor may a faculty member claim days from the bank during the time when any other disability program (Alternate Benefit Plan, etc.) is in force.
8. The minimum claim that may be made on the bank is four (4) days. No partial days may be withdrawn from the bank.
9. Upon presenting a claim to the sick leave bank, the faculty member or his designated representative must present a medical certificate signed by a licensed Medical Doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The College reserves the right to employ its own licensed Medical Doctor to render an independent judgement. Claims validated as above will be honored for the total number of days which represent eighty (80) percent of the days of absence.
10. Child bearing is not considered to be an illness under the terms of this article.

ARTICLE XIV

PERSONNEL FILES

- A. Secure and official faculty personnel file shall be maintained in accordance with the following procedure:
1. Security shall be understood to mean that file cabinets are locked and that a register be kept to control access to files. Anyone using a file must sign and date the register. Staff members assigned by the Administration shall be charged with responsibility for the security of the file.
 2. Administrators must place in the files information indicating competencies, achievements, research, performance or contributions of an academic or professional nature. All material received from faculty committees, department chairmen or other responsible sources concerning a faculty member's ability or service must be signed and dated by the person(s) originating same and placed in a faculty member's personnel file. Material not conforming to the above criteria shall not be placed in the file.
 3. A copy of all material placed in the file by anyone other than himself will be forwarded to the faculty member within two (2) working days of such placement.
 4. To help insure the integrity of the file, each faculty member shall be given the opportunity to review the contents of his file at his request. The faculty member must sign the register, and a staff member shall remain in the area to ensure the security of the file.

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PERSONNEL FILES

5. Materials assembled prior to employment which constitute a "Pre-employment File" shall not be made available to the faculty member. This "pre-employment file" shall include such items as:
 - a) Letters of reference and recommendation.
 - b) Placement records which contain references.
 - c) Transcripts restricted by the sending institution.
6. No material will be removed from the official personnel file without immediately notifying the faculty member in writing.
7. A representative of the Association may, at the faculty member's request, accompany said person while he reviews his file.
8. The faculty member has the right to reply in writing to any document which is placed in the file. This reply shall immediately precede the item to which it is a reply.

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ARTICLE XV

PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS

- A. There are certain basic principles that must be adhered to in the development and the use of instructional resource materials:
1. They must be used to advance the basic aims and goals of the course of instruction they are designed to implement.
 2. The teaching faculty must remain free to decide what material is to be presented and how this material may best be assimilated by students.
 3. The teaching faculty members who make use of varied instructional materials and resources must abide by the laws and ethical codes applicable to the use of these materials.
 4. Each academic department should regularly review instruction resource material to insure that they remain pertinent and applicable to current teaching situations.
- B. Policies
1. All teaching faculty should familiarize themselves with what can be accomplished in their areas of competence through the use of a wide variety of instructional materials and resources.
 2. Teaching faculty members and other professional staff members are responsible for interacting with one another on a regular basis for the development, utilization and revision of instructional resources.
 3. A teaching faculty member engaged in the introduction of various methods and materials of instruction is assured academic freedom as a teacher and a researcher, provided he conforms to the professional responsibility of his position.

PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS

4. Materials developed with financial or other support of the College may be sold or leased as part of any commercial venture or to any school or other nonprofit agency, with proceeds divided in accordance with an agreement made in advance between the College and the participants involved. Prior to entering into a project which may result in such sale or lease, the faculty member and the College must enter into such agreement.
5. Since all programs and materials produced within the College are ultimately the production of a number of persons employed by the College, and are produced using College equipment and materials, all such programs of instruction, be they television, course outlines, visual aids, auto-instructional materials, and other aids to instruction of any type, and any other items used for the advancement of instructional program, are, and, remain, the property of the College.
6. Faculty members retain all individual rights to ownership with respect to the publication and sale of books and articles and patents.
7. The College reserves the right to use all instructional materials produced by members of its staff on its premises in any manner and in any venture it deems proper, provided that the materials shall not be used other than in their normal context without the approval of the instructor.
8. The faculty members involved in producing materials will be given a copy for their own personal and professional use, at their request.

ARTICLE XVI

TRAVEL

- A. Faculty members teaching courses or conducting other bonafide college activities as part of their normal load shall be paid milage at the rate of 12¢ per mile for the extra mileage attributable to such activity. "Extra mileage" is defined as that mileage over and above the mileage normally driven by the faculty member to and from his home to his primary work location. The mileage allowance shall be adjusted to equal the allowance paid by Mercer County to its employees should the County allowance be increased.
- B. If a faculty member is required to travel on authorized college business which may include academic conferences and professional meetings, he will be reimbursed for his expenses. Authorized use of his personal vehicle will be reimbursed at the rate of 12¢ per mile.
- C. Faculty members are not required to transport students in the faculty member's personal vehicle.

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ARTICLE XVII

TENURE

1. Tenure in Mercer County Community College is established by law, and shall be administered accordingly.
2. An academic year, for the purpose of this section, means the period between the time school opens after the general summer vacation until the next succeeding summer vacation.
3. Tenure in New Jersey colleges is provided by title 18A:60-1 as supplemented by Assembly A-328 which presently provides as follows:
 1. This act shall be known and may be cited as "The State and County College Tenure Act."
 2. As used in this act, the following words and phrases shall have the following meaning:
 - a. "Academic rank" means instructor, assistant professor, associate professor and professor.
 - b. "Faculty member" means any full-time member of the teaching staff appointed with academic rank, pursuant to rules promulgated by the State Board of Higher Education, other full-time professional persons shall be considered faculty members if they concurrently hold academic rank.

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3. Faculty members shall be under tenure in their academic rank, but not in any administrative position, during good behavior, efficiency and satisfactory professional performance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of article 2 of chapter 6 of Title 18A of the New Jersey Statutes, after employment in such college or by such board of trustees for
 - a. 5 consecutive calendar years; or
 - b. 5 consecutive academic years, together with employment at the beginning of the next academic year; or
 - c. the equivalent of more than 5 academic years within a period of any 6 consecutive academic years.
4. Notwithstanding the provisions of section 3 of this act a board of trustees may, as an exceptional action and upon the recorded two-thirds majority roll call vote of all its members and upon the recommendation of the president, grant tenure to an individual faculty member after employment in such college or by such board of trustees for 2 consecutive academic years. The provisions of this section shall not be negotiable as a term and condition of employment under the "New Jersey Employer-Employee Relations Act," P.L. 1968, c.303.
5. Under guidelines established by the State Board of Higher Education it shall be the responsibility of the board of trustees and the president of each State and county college, in conjunction with their faculty to establish a formal pro-

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- cedure for the career development of all members of the professional staff including, but not limited to, a systematic and regular evaluation for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
6. The provisions of section 3 of this act shall not apply to any faculty member who shall have acquired tenure prior to the second day of the 1973-74 school year.
 7. Any nontenured faculty member presently employed by a State or county college or who begins employment in the 1973-74 school year may elect to be included under the provisions of N.J. S. 18A-60-1 or the provisions of section 3 of this act. On or before November 1, 1973, or within 60 days of employment each nontenured faculty member at a State or county college shall notify the college president in writing of his intention to be governed under the provisions of N.J.S. 18A:60-1 or the provisions of section 3 of this act. Any faculty member not filing a written notice in the prescribed manner shall be governed under the provisions of section 3 of this act.
 8. The provisions of section 3 of this act shall apply to all faculty members beginning their employment after the 1973-74 school year.
 9. Members of the professional staff not holding faculty rank may be appointed by a board of trustees for 1 year terms; provided, however, that after employment in a college for 5 consecutive academic years, such employees may be offered contracts of no more than 5 years in length. During the

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period of such contracts, such employees shall be subject to dismissal only in the manner prescribed by subarticle B of Article 2 of chapter 6 of Title 18A of the New Jersey Statutes, and must be notified by the president not later than 1 year prior to the expiration of such contracts of the renewal or nonrenewal of the contract.

10. This act shall apply to full-time faculty members employed in any State or county college notwithstanding the provisions of N.J.S. 18A:60-1, 18A:64-21 and 18A:64A-13.
11. This act shall take effect on July 1 next following its enactment.

ARTICLE XVIII

GRIEVANCE PROCEUREA. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

B. Definitions1. Grievance

A "grievance" is an allegation by a faculty member or the Association that there has been a misinterpretation, misapplication or violation of this agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the allegation.

3. Working Day

A working day is any week day (Monday - Friday) of the academic year except for those days when faculty members are not required to be on campus i.e., official college holidays, Christmas recess, Spring recess, etc. The aggrieved person reserves the right to initiate in the Fall any grievances which occur after the Spring semester.

C. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

GRIEVANCE PROCEDUREC. Time Limits (cont'd)

Any grievance not advanced to the next step by the employee or his representative within the time limit for that step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

D. Steps1. Informal - Department Chairmen or Immediate Supervisor

A faculty member with a grievance shall first discuss it with his Department Chairman or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level One - Dean or his Representative

If the grievance is not resolved at the informal step, the faculty member or his representative may within thirty (30) working days from the date on which the action which is the subject of the grievance took place or the date when the individual faculty member should have known of its occurrence submit a written statement of the grievance to the appropriate Dean. This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at level 1 the grievant discovers further violations, misinterpretations or misapplications of this contract which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

GRIEVANCE PROCEDURE

2. Level One - Dean or his Representative (cont'd)

The Dean or his representative shall conduct a hearing within five (5) working days of the receipt of the statement of grievance. The Dean or his representative shall respond with a written decision within five (5) working days of such hearing(s).

3. Level Two - President or his Representative

- a. If the grievance is not resolved at level one, the faculty member or his representative may file the grievance with the President providing he or his representative do so within ten (10) working days of receipt of the decision at step one.
- b. The President or his representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or his representative shall respond in writing to the grievant or his representative within ten (10) working days of such hearing.
- c. Level two is the final step to which a grievance related to reappointment, tenure or promotion may be advanced.

4. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) working days after receipt of the decision rendered at Level Two.

GRIEVANCE PROCEDURE

4. Level Three - Arbitration - (cont'd)

- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- c. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of Article XII, Faculty Workload, shall be Advisory.
- d. Decisions of the Arbitrator with respect to all other grievances (exclusive of D-3c and D-4c above) shall be Binding.

E. Duties of the Arbitrator

1. The arbitrator 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) working days from the closing date of the hearings 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.

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GRIEVANCE PROCEDUREE. Duties of the Arbitrator (cont'd)

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.
3. The arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters concerning reappointment, tenure or promotion. These grievances shall not be advanced beyond level two in this procedure.
4. 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.

F. Rights of Faculty Members to Representation1. Faculty Member 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 levels one, two and three of the grievance procedure.

GRIEVANCE PROCEDUREF. Rights of Faculty Members to Representation (cont'd)2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms

Forms for filing grievances (included in the appendix), serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the President or his representative and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

G. Miscellaneous - cont'd)

4. Availability of Information

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

5. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

6. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. Grievances initiated prior to the termination date of this Agreement shall be processed to completion and all terms of this grievance procedure shall apply for the duration of that grievance(s).

ARTICLE XIX

ACADEMIC FREEDOM

The College recognizes that academic freedom is essential to the free search for truth and its exposition. Each faculty member enjoys academic freedom. This is interpreted as freedom to espouse any of the diverse positions within the area of the faculty member's academic competence.

The College subscribes to the following provisions relating to academic freedom:

1. A faculty member is a citizen, and a member of a learned profession. When he speaks, writes or acts as a citizen, he is free from institutional censorship or discipline, but has special obligations. He must remember that the public may judge his profession and his institution by his utterances and actions. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman, unless so authorized.
2. Freedom in research and publication where these activities do not interfere with performance of his professional responsibilities.
3. Freedom in the classroom to discuss controversial issues directly relating to his subject. Discussions of a nonsubject matter related nature should be confined to extra classroom activities.

ARTICLE XX

REGISTRATION

During registration and late registration, faculty member's involvement shall be limited to non-clerical functions. Schedules for assignments shall be developed by the Department Chairman with the advice of senior faculty and with senior faculty given priority in assignment.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

- A. When scheduling assignments, the Department Chairman shall consider the needs and desires of faculty to further pursue their formal education. Assignments shall accommodate this pursuit providing the other qualified faculty in the department are available and are not compelled to take unreasonable schedules as a result.
- B. The college may authorize a faculty member to attend academic conferences, professional meetings, improvement of instruction workshops offered by educational institutions designed to increase the faculty member's value to the college. In such cases, the college will reimburse the faculty member for all expenses incurred.

ARTICLE XXII

TECHNICAL ASSISTANTS

Technical assistants are and will continue to be employed in various college departments. Duties assigned to Technical Assistants or similar personnel are completely within the authority and discretion of the Board. No part of this agreement can be interpreted to limit this authority and discretion. The college will employ no more than twenty-four (24) Technical Assistants in the teaching departments during the first and second years of this Agreement and no more than twenty-five (25) during the third year. In the event the number of teaching faculty is reduced, one TA position will be eliminated for each five teaching faculty.

ARTICLE XXIII

ADVISEMENT RESPONSIBILITIES

A teaching faculty member's normal workload includes academic advisement. As much as possible, student advisees shall be assigned equally to teaching faculty. Teaching faculty will be provided with lists of advisees and all pertinent information pertaining to them. Academic advisement consists of offering assistance and advice related to academic matters: difficulties with studies, course selection, and course withdrawal.

ARTICLE XXIV

APPLICATION OF PROVISIONS OF AGREEMENT

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, or marital status.
- D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

APPENDIX I

COUNSELOR JOB DESCRIPTION

1. You are responsible to the Dean of Students and will work under the direct supervision of the Director of Counseling, Transfer, and Placement Services.
2. Your case load will consist of (case load of individual counselors to be inserted here).
3. You are responsible for providing all students in your case load with personal, vocational, and educational counseling.
4. You are responsible for providing students in your case load with information concerning transfer college possibilities and alternatives.
5. You are responsible for providing students in your case load with counseling on career choice, preparation for job interviews, and completion of forms for registration with the Placement Service. On occasion, you may be requested to make referrals of students for a specific job.
6. You are responsible for referring assigned students to other sources or personnel within the college when you cannot directly assist the student yourself.
7. You are responsible for conducting a thirty-minute interview with each student in your assigned case load at least twice within the academic year.
8. You are responsible for conducting sections of OC-001 Orientation to College, as part of your regular workload.

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APPENDIX I -- COUNSELOR JOB DESCRIPTION

9. As a decentralized counselor, you are responsible for making every reasonable effort to attend meetings of the departments from which your students come so as to make all participants aware of student reactions and needs in and out of the classroom setting.
10. You will be responsible for meeting with the Director of Counseling, Transfer, and Placement for direct case load supervision, once each week during your first three years of employment, and once each month thereafter.
11. You are responsible for attending scheduled Counseling Staff Meetings, which shall take place at least once per month, during which time case studies will be presented, in-service training programs will take place, and counseling concerns will be discussed.
12. You will be responsible for maintaining complete and analytical records of all counseling contacts made with assigned counselees.
13. Your counseling efforts will be evaluated directly by the Director of Counseling, Transfer, and Placement Services and by the Dean of Students.



APPENDIX II

INSTRUCTOR RATING FORM

WHY YOU ARE DOING THIS:

Your instructor is interested in your opinion of his work as a teacher. He also would like to have your suggestions on how he may do a better teaching job. Your answers and suggestions will be of help to him.

WHAT YOU ARE TO DO:

Read each numbered item. You are asked to grade your instructor on each item by circling a letter on the scale at the place which seems to you most appropriate for the instructor you are rating. To aid you in making your circles, three descriptions are given for each item. One at the left for the best rating, one at the right for the poorest rating, and one in the middle for the average rating. Write in after the question any additional comments that you wish to make. Give examples wherever possible. A space is provided at the end of the form for any generalized comments you may wish to present.

For example: Interest in students

(A)	B	C	D	F
Understands and is interested in students		Usually seems interested in students		Not interested

Note that the Number A is circled. This means the student answering this statement believes that his instructor should be given the highest rating in interest in students.

FILL IN THE SPACE BELOW:

Your Instructor's Name: _____

Date: _____

Course Title and Number: _____

Section Number: _____

Your Curriculum: _____

Your anticipated grade in the course: _____

Example of Comments

DO NOT SIGN YOUR NAME BUT PLEASE RATE EACH ITEM HONESTLY.

INSTRUCTOR

1. Interest in Students:

A B C D F

Understands and is interested in students

Usually **seems** interested in students

Not interested

Examples or Comments:

2. Willingness to help:

A B C D F

Always willing to help students

Usually willing to help

Seems preoccupied. Unwilling to help.

Example or Comments:

3. Knowledge of Subject:

A B C D F

Knows the subject. **Appears** confident and up-to-date, **honest** in admitting when he **does not** know. Welcomes difference of opinion.

Appears to know the subject but **lacks confidence**. Not always **up-to-date**. Moderately tolerant of different viewpoints. Usually **willing** to admit when he **does not know**.

Lacks knowledge and confidence. Displeased by opposite viewpoints. Highhanded and argumentative. Frequently inaccurate and out-of-date.

Example or Comments:

4. Presentation of Subject Matter:

A B C D F

Explanations are clear, **well** organized and interesting. **Makes** good use of instructional aids. Uses an outline.

Explanations at times are not clear. **Makes** some use of instructional aids. Usually follows an outline.

Explanations frequently not clear. **Makes** little use of instructional aids. Does not use an outline.

Example or Comments:

Instructor — continued5. Personal Appearance:

A	B	C	D	F
---	---	---	---	---

Neat and clean.

Needs to improve.

Usually messy.

Example or Comments:

6. Objectionable Mannerisms:

A	B	C	D	F
---	---	---	---	---

None

Has a few mannerisms, but they are not too objectionable.

Has mannerisms which are objectionable.

Example or Comments:

7. Manner of Speaking:

A	B	C	D	F
---	---	---	---	---

Speaks clearly and distinctly, excellent choice of words.

Words sometimes indistinct and hard to hear. Sometimes his choice of words makes it difficult to understand.

Words very indistinct. Often impossible to hear. Limited vocabulary. Cannot be readily understood.

Example or Comments:

8. Range of Interests:

A	B	C	D	F
---	---	---	---	---

Instructor has very broad interests. Frequently relates course to other fields and to present day problems.

Instructor has fair breadth of interest. Occasionally relates subject to other fields and to present day problems.

Instructor is narrow in his interests. Seldom relates subject to other fields or to present day problems.

Example or Comments:

Instructor — continued

9. Control in the Classroom:

A	B	C	D	F
Maintains control in the classroom. Good learning atmosphere.		Has difficulty in maintaining control of the class.		Does not maintain control. Too many distractions.

Example or Comments:

10. Office Availability:

A	B	C	D	F
Available at scheduled office hours. Readily available by appointment.		Usually available at scheduled office hours. Rarely gives appointments outside regular office hours.		Rarely available at scheduled office hours. Will not make appointments.

Example or Comments:

11. Considering everything, how would you rate this instructor?:

A	B	C	D	F
Excellent	Good	Fair	Poor	Very Bad

General Comments:

Thank you for your cooperation.

APPENDIX III

SELF-EVALUATION

The self-evaluation process is a vehicle utilized by a faculty member to gain insight into his own strengths and weaknesses. A self-evaluation report, properly developed, should result in a plan for professional self-improvement and increase the faculty member's value to the College. Self-evaluations may take many forms; however, it is suggested that a partially-structured format be utilized to meet Mercer County Community College's requirement. This format consists of utilizing the outline with headings listed below and underlining each heading. This will compartmentalize the information in the self-evaluation report and focus the individual faculty member's thinking on various aspects of his professional career at the College.

- A. The Institution and the Individual;
- B. Teaching and the Individual;
- C. The Department and the Individual;
- D. The College/Community and the Individual;
- E. The Individual and his Profession;
- F. The Individual.

The above topical areas are not in order of priority and, clearly, for the teaching faculty member, instruction and student learning-related activities are most important. Also, it is not necessary to claim substantial accomplishment in all areas, since the College recognizes that each of us allocates his time in accordance with his personal and professional interests and needs. In addition, the new and inexperienced faculty member is cautioned not to overstate his contribution during the first year, since he must undergo initial

APPENDIX III - SELF-EVALUATION

orientation and familiarization, and the College will be looking for increased contribution both in quantity and quality as time goes by. A faculty member may use a question and answer format if he so desires.

An outline format is available. The outline amplifies the above and lists a series of questions intended to further delineate the content of the self-evaluation.

MERCER COUNTY COMMUNITY COLLEGE
Formal
Faculty Evaluation and Improvement
Classroom Visit

Name _____

Department _____

Date of Classroom Visit _____ Title of Class Visited _____

Room No. _____ Hour _____ Type of Class _____

General Comments of the Evaluator:

Evaluator's Signature

Date of Evaluator's Signature

Faculty Member's Signature

Date of Faculty Member's Signature

CLASSROOM VISIT

	Exceptional	Outstanding Very Good	Acceptable	Needs Improvement	Not Applicable	Name
CRITERIA						COMMENTS (Be Specific)
1. Direct teaching A. Lecture, Classroom, Seminar						
1. Did the instructor speak clearly, slowly, and loudly enough to be understood by everyone in the room?						/
2. Does the instructor speak on a level appropriate to the course?						
3a. Does the instructor present the subject matter in a manner which stimulates student interest?						
3b. Do students clearly show evidence of interest in the subject matter and illustrate knowledge of previously presented subject matter?						
4. How are students involved in classroom activities and learning situations?						
5. Is there a positive rapport with the students in the class?						
6. Is the instructor meeting the needs and encouraging learning with all students?						
7. Is the material presented in class pertinent to the objectives of the course.						
8. Is the subject matter presented well organized?						
9. Does the subject matter presented show that the instructor is well versed in his subject matter? (Department Chairmen only)						

CLASSROOM VISIT

	Exceptional	Outstanding Very Good	Acceptable	Needs Improvement	Not Applicable	Name
CRITERIA						COMMENTS (Be Specific)
B. Laboratory, Shop, Studio, Clinic						
1. Did the instructor speak clearly, slowly and loudly enough to be understood by everyone in the room and was he able to communicate effectively on a one to one tutorial basis?						
2. Does the instructor speak on a level appropriate to the course?						
3a. Does the instructor present the subject matter in a manner which would stimulate student interest?						
3b. Do students clearly show evidence of interest in the subject matter and illustrate knowledge of previously presented subject matter?						
4. How are students involved in laboratory, studio, clinical, etc. activities?						
5. Is there a positive rapport with the students in the laboratory, studio, clinic, etc.?						
6. Is the instructor meeting the needs and encouraging learning with all students?						
7. Is the material presented in the laboratory studio, clinic, etc. well organized?						
8. Are the experiments, laboratory exercises, studio, clinic, etc. pertinent to the course objectives.						
9. Does the material presented show that the instructor is well-versed in his subject matter? (Department Chairmen only)						

CLASSROOM VISIT

CLASSROOM VISIT	Exceptional	Outstanding Very Good	Acceptable	Needs Improvement	Not Applicable	Name
	CRITERIA	COMMENTS (Be Specific)				
11. Indirect Teaching						
A. Preparation and utilization of Media: TV tapes, Transparencies, Slides, Chalk-Board etc.						
1. Was the media utilized well prepared?						
2. Was the media utilized well organized?						
3. Was the media utilized pertinent to the subject matter being presented?						
B. Preparation of Laboratory Experiments and Shop Activities and Projects.						
1. Are laboratory experiments and activities, studio activities, shop activities, clinic activities well prepared?						

ADDITIONAL NARRATIVE — Other Sheets to be attached.

MERCER COUNTY COMMUNITY COLLEGE
FACULTY EVALUATION AND IMPROVEMENT

FACULTY RESPONSE FORM

Name _____

Department _____

Comments

Signature of Faculty Member

Date of Faculty Member's Signature

	Excellent	Very Good	Good	Fair	Poor	COMMENTS AND REACTIONS
<u>Implementation of Responsibilities:</u>						
Does the staff member consistently and regularly prepare and make necessary arrangements to implement assigned responsibilities and functions?						
Does the counselor make a concerned effort to contact and interview all the students in his case load?						
Does the counselor maintain and review a sound record keeping system to assist the counseling process?						
Does the staff member utilize appropriate and diversified techniques, (media, library services, etc.), in carrying out assigned functions?						
Does the counselor clearly show awareness, involvement, and commitment to the development, revision, and implementation of programs of the counseling staff?						
Does the counselor consistently evaluate on-going counseling staff functions and services?						
Is the counselor sufficiently active in and involved with the departments from which his caseload has been derived?						
Does the staff member attend and actively participate in scheduled meetings and college functions?						

	Excellent	Very Good	Good	Fair	Poor	COMMENTS AND REACTIONS
<u>Professional Development:</u>						
Does the staff member show an awareness of and a commitment to the community college concept						
Does the counselor clearly show involvement in the total college and does he actively contribute to its purpose?						
Does the staff member participate in professional organizations and activities?						
Does the counselor make a special effort to review the latest research and literature available on student personnel services?						
Does the staff member understand the importance of continuous self-evaluation, professional growth, and improvement?						

This Agreement has been duly ratified by the Mercer County
Community College Faculty Association, Incorporated on December 12, 1973
and by the Board of Trustees of Mercer County Community College on
December 13, 1973.

Richard K. Greenfield
Richard K. Greenfield
President
Mercer County Community College

William J. Jelinek
William J. Jelinek
President, Faculty Association

John P. Hanley
Attest:
John P. Hanley
Dean for Planning & Development
Mercer County Community College

Jennifer N. Dowd
Attest:
Jennifer N. Dowd