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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE
and
THE FACULTY ASSOCIATION OF ATLANTIC COMMUNITY COLLEGE, INC.

1976-77
1977-78

LIBRARY
Institute of Management and
Labor Relations

JJ
RUTGERS UNIVERSITY



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PREAMBLE

This Agreement entered into this 1st day of July, 1976, by and between the Board of Trustees of Atlantic Community College, hereinafter called the Board, and the Faculty Association of Atlantic Community College, Inc., hereinafter called the Association.

ARTICLE I

RECOGNITION OF UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty presently employed or hereinafter employed by the Board. The term faculty, as herein used, shall apply to all teaching faculty, counselors and librarians except those having administrative and supervisory responsibility such as: area coordinators, department chairpersons, division chairpersons, director of counseling, director of learning resources center, and deans.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations between the parties shall commence at least one hundred and twenty (120) days prior to the

budget submission date. Any agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, ratified and signed by the Board and the Association, and be adopted by the Board.

B. Modification

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

ARTICLE III

ASSOCIATION AND FACULTY RIGHTS

A. Right to Organize

Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full-time faculty members shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations over terms and conditions of employment. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member of the enjoyment of any rights conferred by this Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

B. Additional Rights

Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations, including

those of the State Board of Higher Education. The rights granted to faculty members hereunder shall be deemed in addition to those provided elsewhere.

C. Just Cause

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

D. Notice and Representation

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

E. Academic Freedom

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

1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return shall be based upon an understanding with authorities of the institution.
2. The faculty member is entitled to freedom in the classroom in discussing his/her subject, yet he/she should be careful not to introduce into his/her teaching controversial matter

which has no relation to his/her subject.

3. The faculty member is a citizen, a member of the learned profession, and an officer of an educational institution. When he/she exercises rights as a citizen, he/she shall be free from institutional censorship or discipline, yet his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesman.

F. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time available information pertaining to negotiations such as: class size, financial information which is in the public domain, final approved budget, agenda, and minutes of public meetings, names and addresses of all faculty.

G. Use of College Facilities

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

H. Use of College Property

Duly authorized representatives of the Association shall be permitted to transact official Association business on College property, provided that such activity does not interfere with the operation of the College or the performance of their regular duties.

I. Use of College Equipment

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

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

J. Notices and Mail

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

K. Bookstore Discount

All faculty members shall receive a 10 per cent (10%) discount on any purchases for personal use made at the College Bookstore, with a maximum of \$25 per year.

L. Evaluation of Students

A faculty member shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policy of the College, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Students may appeal for a change of grade by written request submitted to the division chairperson. Such appeals shall be forwarded to the Academic Standards Committee for its recommendations. No change of grade forms may be submitted to the registrar later than one 15 week semester after the first grade was filled without permission of the appropriate department chairperson or division chairperson.

M. Evaluation of Faculty

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

1. General Procedures

- a. All formal evaluations of a faculty member must be discussed with the faculty member and signed by him/her acknowledging such discussion prior to the placement of such evaluation(s)

in his/her file. Such signature does not equal agreement and if signature is refused, such evaluation(s) shall be filed with that fact noted.

- b. All formal evaluations of a faculty member may be answered by a faculty member, and such response(s) shall be attached to the evaluation(s) concerned and placed in his/her file.
- c. It is the responsibility of the appropriate department head, division head, or area coordinator to call a faculty member's attention to and to discuss with such faculty member any information concerning a single event or a series of events so critical that such would influence the evaluation of said faculty member. This must take place a reasonable period of time prior to any written evaluation concerning such material.
- d. Recommendations of all supervisory personnel regarding retention, tenure, or promotion shall be submitted directly to the Dean or his/her designee. Copies of all such recommendations must be supplied to the faculty members being thus recommended.
- e. All steps of the evaluation procedure presented herein shall be followed by all parties concerned.

2. Non-tenured Faculty: Procedures

a. Student Evaluations

Student evaluations shall be given at least once a semester. Each department shall determine the form(s) of student evaluation to be used in that department. The results of the student evaluations shall be discussed during the conference(s) with the department chairperson.

b. In-Class Observations

In-class visit(s) and observation(s) by department chairpersons,

division chairpersons, area coordinators and other appropriate administrators shall be made under the following conditions:

1. The immediate supervisor shall make his/her initial visit at a time mutually agreed upon by the supervisor and the faculty member. There shall be a follow-up meeting with the supervisory person within two (2) weeks of the visit to discuss his/her evaluation of the classroom visit.
2. In emergency situations, where the situation warrants such observation, College officers shall be free to make unannounced in-class visits. Notice of such visit(s), with a statement of the emergency situation, shall be sent to the President of the Association within twenty-four (24) hours of the visit.

c. Peer Evaluation

An optional evaluation procedure shall be a faculty peer evaluation. The evaluation shall contain all pertinent material used in making the judgments. Peer evaluations, if utilized, must be submitted in writing to the appropriate department chairperson at least two months before recommendations for retention or tenure are to be made by the chairperson.

d. Self-Evaluations

A written self-evaluation shall be prepared by the faculty member each year. A copy of the self-evaluation form is attached to this Agreement as Appendix V"A"; such form shall not be changed without discussion with the Association. It should cover teaching effectiveness, department, division, and college-wide activities and contributions, scholarship and current professional growth. The written self-evaluation

shall be sent to the department chairperson at least three weeks before the conference with the chairperson.

e. Evaluation Summary

A written summary evaluation shall be prepared by the department chairpersons for the faculty member each semester. A copy of the summary evaluation form is attached to this Agreement as Appendix V"B"; such form shall not be changed without discussion with the Association. The evaluation summary shall contain all pertinent material used in making the judgments.

f. Conferences

At least one conference with the department chairperson shall occur during each year. The conference must take place at least one month before recommendations for retention are to be submitted by the chairpersons. The faculty member's self-evaluation and the chairperson's summary evaluation shall both be discussed during each conference.

3. Evaluation of Tenured Faculty: Procedure

Tenured faculty shall be evaluated according to the following schedule: yearly evaluations, which shall consist of student evaluations and conferences with the appropriate department chairperson, and five-yearly evaluations, which shall consist of student evaluations, a self-evaluation, a supervisor's evaluation summary, optional peer evaluations, and conferences with the appropriate department chairperson. In-class visits and observations shall be made at least once every five years, except in emergency circumstances. The five-year periods shall be scheduled on the basis of the year in which the individual faculty member received tenure.

a. Student Evaluations

Student evaluation(s) shall be given at least once a semester. Each department shall determine the form(s) of student evaluation(s) to be used in that department. The results of the student evaluation shall be discussed during a conference(s) with the department chairperson.

b. Conferences

At least one conference with the department chairperson shall occur during each working year. Such conferences shall cover student evaluations, and an informal discussion of the faculty member's teaching and contribution to the College. Five-year evaluation conferences shall cover student evaluations, the faculty member's self-evaluation, and the chairperson's evaluation summary.

c. Self-Evaluation

A written self-evaluation shall be prepared by the tenured faculty member once every five years. A copy of the self-evaluation form is attached to this Agreement as Appendix V"A"; such form shall not be changed without discussion with the Association. It should cover teaching effectiveness, department, division, and college-wide activities and contributions, scholarship and current professional growth.

d. In-Class Observations

In-class visit(s) and observation(s) by department chairpersons, division chairpersons, area coordinators and other line administrators shall be made under the following conditions:

1. At least once every five years the immediate supervisor shall make his/her initial visit at a time mutually agreed upon by the supervisor

and the faculty member. There shall be a follow-up meeting with the supervisory person within two weeks of the visit to discuss his/her evaluation of the classroom visit.

2. In emergency situations, where the situation warrants such observation, College officers shall be free to make unannounced in-class visits. Notice of such visit(s), with the statement of the emergency situation, shall be sent to the President of the Association within twenty-four (24) hours of the visit.

e. Peer Evaluation

An optional five-year evaluation procedure shall be a faculty peer evaluation. The evaluation shall contain all pertinent material used in making the judgments. Peer evaluations, if utilized, must be submitted in writing to the appropriate department chairperson.

f. Evaluation Summary

A written summary evaluation shall be prepared by the department chairperson for the tenured faculty member once every five years. A copy of the summary evaluation form is attached to this Agreement as Appendix V"B"; such form shall not be changed without discussion with the Association. The evaluation summary shall contain all pertinent material used in making the judgments.

4. Evaluation of Twelve-Month Employees: Procedures

a. Counselors

The evaluation procedures for counselors shall be the same as for teaching faculty, except that In-Class Observations shall not be applicable, and Optional Peer evaluations should cover counseling effectiveness, teaching effectiveness where applicable, contributions to the College, and professional growth. Evaluation forms for counselors are as follows:

Self-Evaluation: Appendix IV "C"

Evaluation Summary: Appendix IV "D"

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

b. Librarians

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

Self-Evaluation: Appendix IV "E"

Evaluation Summary: Appendix IV "F"

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

N. Evaluation Appeal Committee

1. All complaints concerning the substance of individual evaluations shall be processed by the Evaluation Appeal Committee, and shall not be processed through the grievance procedure. All complaints concerning the scheduling and/or procedure of individual evaluations, however, shall be processed through the grievance procedure, and not through the Evaluation Appeal Committee. Any appeal made to the Evaluation Appeal Committee must be made in writing within seven (7) calendar days of the date of any conference or any summary written.
2. Selection of committee members shall be made yearly in accordance with the following procedure:
 - (a) Two members shall be selected by the President of the College.

- (b) Two members shall be selected by the Association.
 - (c) Each year the selection of the chairperson shall be rotated between the parties, initiating with the party not selected the first year.
3. All appeals made to the Evaluation Appeal Committee shall be confidential and there shall be no publicity by any party concerning such appeals.
4. (a) The Evaluation Appeal Committee shall make its report to the President in writing with reasons given for its recommendations if such recommendations differ from the original evaluation. A minority of the evaluation committee may offer its own report if such is desired.
- (b) The report to the President shall reach him/her for the designated persons according to the following dates:
- (1) Any report pertaining to faculty members in their fifth year of employment shall reach the President no later than November 1.
 - (2) Any report pertaining to faculty members in their second, third or fourth year of employment shall reach the President no later than December 1.

(3) Any report pertaining to faculty members in their first year of employment shall reach the President no later than January 1.

(4) Any report pertaining to faculty members with tenure shall reach the President no later than May 1.

5. The President shall notify in writing the faculty member(s) making the appeal(s) of his/her decision(s) concerning such appeal(s) within ten (10) working days following his/her receiving of the Committee's report(s). Such notification shall include specific reasons for the decision(s).

O. Personnel Files

1. Upon reasonable notice a faculty member has the right to review any material in his/her personnel file and has the right of Association representation at times of such reviewing of said files.
2. There shall be only one official personnel file per faculty member. This file shall be comprised of all material pertinent to the faculty member including evaluations and documents, and no written material shall be used in a hearing unless in the official personnel file.

P. Retention, Tenure and Promotion Committee

The faculty Committee on Retention, Tenure and Promotion will make its recommendations directly to the President of the College. Copies of such recommendations will be sent to the faculty members being thus recommended.

Q. Vacancies and New Positions

1. The faculty shall be alerted to any professional position vacancy or newly created position including administrative, teaching, or academic support positions. Such notice shall include duties and a statement of required qualifications and at least one copy shall be posted in each

division office with a copy going to the Association President.

2. All present faculty members who apply for any professional position shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.
3. Notice of such dispositions shall be sent to the Association President.

R. New Appointments

1. The College shall furnish the Association with names and addresses of all new faculty members as soon as possible after the official appointments by the Board.
2. Every appointment shall be in writing and be in the possession of both the College and the faculty member before the appointment is consummated.

S. Nondiscrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, sex or marital status.

T. Outside Employment

Faculty members may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Faculty members engaging in outside compensated activities shall notify the Dean.

ARTICLE IV

REDUCTION IN FORCE

A. Good Cause

During the term of this contract there shall be no general reduction of personnel except for good cause, such as reduction in College finances and/or reduction in student enrollment, and then only in

conformity with this Agreement and with the statutes of the State.

B. Association Notification

In a general reduction in force is being considered, the Board shall notify and consult with the Association as soon as practical, but except in extreme emergency not less than ninety(90) days before the reduction in force is to take place. The Board shall discuss with the Association the reasons for determining that a reduction of staff is deemed necessary.

C. Leave of Absence

A leave of absence without pay for a maximum period of 24 calendar months shall automatically be granted to those members of the staff who have tenure and who are affected by a reduction in force. A leave of absence without pay for a maximum period of 12 calendar months shall automatically be granted to those members of the staff who do not have tenure and who are affected by a general reduction in force. These leaves of absence under these special circumstances shall not prohibit the staff so affected from seeking and accepting gainful employment elsewhere, and the staff member shall not be terminated for that reason except on written request of the employee. Subject to the sole approval of the Board, a tenured staff member may elect to take and will be granted leave of absence without pay during the staff reduction irrespective of his/her position on the seniority list.

D. Insurance Benefits

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

E. Seniority-Sick Leave

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

F. Salary Placement Upon Return

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

G. Procedures

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

1. Seniority, for the purpose of this Article, shall be defined as beginning with the last date of continuous employment.
2. A seniority list shall be prepared by the Board and presented to the Association which includes all bargaining unit personnel. Any errors on such list shall be corrected, and the list which is in effect by the first Monday of November shall be acknowledged by both parties as being correct.
3. Adjunct faculty shall be the first affected in the event of a general reduction in force, provided that those remaining are qualified in that subject field.
4. Probationary employees shall be the second affected in the event of a general reduction in force, provided that those remaining are qualified

in that subject field. In the event the position of a faculty member who has acquired tenure is curtailed in a general reduction in force, and he/she is qualified to perform the services of a probationary employee, the tenured faculty member shall be retained and the probationary employee shall be placed on the leave of absence without pay.

5. In the event tenured faculty members are affected by a general reduction in force, such lay off will be on the basis of seniority and qualifications, except as necessary to staff the teaching positions remaining.
6. In the case of faculty with identical college-wide seniority and who are affected by a general reduction in force, the accepted date for breaking any tie in seniority shall be the date of signing of the initial contract by the individual.
7. In the case of all of the above factors being equal, the matter shall be referred to the Evaluation Appeals Committee which shall make a recommendation to the President of the College.
8. It is expressly understood that the Association shall have the right to review the lay off list prior to notification of the individuals to be laid off. In the event of a disagreement concerning the lay off list, the Association shall have the right to meet with the President prior to notification of the individuals and prior to the notification deadline.

H. Recall

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

1. If a position exists within the College for which the faculty member is qualified, the individual shall be notified by Certified Mail.

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

2. All faculty on lay off and the Association shall be notified by Certified Mail on or before April 1st of their status on the recall list. Any such faculty member that is being recalled shall notify the President in writing by April 15 of his/her intent to return to the College, or his/her leave and recall rights shall be terminated. No new staff shall be hired until all properly qualified staff on leave, in accordance with this Article, have been offered an opportunity in writing to return to active employment.
3. In the event that more than one person occupies the same slot on the recall list, the matter shall be referred to the Evaluation Appeals Committee who shall make a recommendation to the President.
4. The recall list shall be maintained by the Dean of the College. It shall be the individual faculty member's responsibility to maintain a current address with the personnel office and to provide documentation

of any claimed change in qualifications. Said faculty member waives the leave requirements placed upon the Board if, when contacted by the College, said individual does not state in writing in accordance with time requirements of this Article his/her intent to return to the College upon the opening of a position for which he/she is qualified. If the individual cannot be contacted because of failure to leave an address, the Board is relieved of its responsibilities to the individual and such leave is terminated.

I. Counseling and Library Faculty

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

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a claim by one or more members of the bargaining unit or by the Association, hereinafter collectively referred to as a "grievant", that such member or members has suffered an injury because of an alleged violation, misrepresentation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education.

B. Informal Level

A faculty member with a potential grievance is entitled at his/her option, to a meeting with the person against whom the grievance may be taken, for the purpose of resolving the matter informally.

C. Procedure

In the event a grievant invokes the formal grievance procedure, the

grievant shall:

1. Reduce the grievance in writing in letter form no later than thirty (30) calendar days after the occurrence of the grievance or after the grievant should reasonably have known of the occurrence of the grievance and mail or deliver such letter to the appropriate level including the Dean of the College, with a copy to the Association. The letter shall simply state the nature of the grievance and the remedy requested, and shall be dated and signed by the grievant.
2. Within seven (7) working days from the receipt of the said writing, the person against whom the grievance has been filed shall meet with the grievant in an effort to resolve the grievance. The person grieved against shall indicate his/her disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant, with a copy to the Dean of the College and the Association.
3. If the grievant is not satisfied with the disposition of the grievance by the person grieved against, he/she may appeal to the Dean of the College within seven (7) working days from the receipt of the written disposition by the person grieved against.
4. Upon receipt of the written appeal from the grievant, the Dean of the College shall establish a date, with notification to the Association, such date to be within seven (7) working days from the receipt of the written appeal to discuss the facts and circumstances of the grievance with the grievant in an attempt to resolve it.
5. If the grievant is not satisfied with the disposition of the grievance by the Dean of the College, he/she may appeal to the President of the College, within seven (7) working days from the receipt of the written

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

- ... become a part of the permanent personnel files of the participants.
11. It is agreed that the grievant and the Association shall be furnished with relevant information in the possession of the Board of Trustees in the processing of any grievance.
 12. Nothing herein contained shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial to which any grievant may be entitled under law.
 13. A failure on the part of any member of the Administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.
 14. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
 15. No reprisals of any kind shall be taken by the Board or the Association or by any member of the Administration or by any member of the Association against any party in interest, any representative, any member of the Association, any member of the Administration, any member of the Board of Trustees or any other participant in the grievance procedure by reason of such participation.
 16. All meetings and hearing under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected representatives heretofore referred to in this Article.
 17. At any time during the processing of the grievance, the President of the College may intervene, and discuss and determine the grievance, without the necessity of the appeals.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

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

A. Work Load-Teaching Faculty

1. Full-time teaching faculty shall teach thirty (30) contact hours per year. The normal load shall be fifteen (15) contact hours per semester. However, at the discretion of the Dean of the College, this load may be varied at 14-16 or 16-14. No one will be required to teach more than sixteen (16) hours per semester. Any contact hours over the annual base of thirty (30) shall be paid at overload compensation at appropriate rates for each additional contact hour.
2. A contact hour is an hour which comprises one fifty minute class meeting per week for the fifteen weeks that comprise the instructional part of a semester, which is a regularly scheduled group meeting of the class, lecture, laboratory, studio, seminar and shop.
3. Summer school and interim session teaching shall be entirely at the option of the faculty members when such sessions are offered.

B. Class Assignment

1. No instructor shall be assigned more than a five (5) day work week.
2. No work day should exceed eight (8) hours.
3. Only after judicious consideration will a teacher be assigned an 8:30 A. M. class if he/she had a class assignment the previous evening.

4. Normally, there shall not be an extended "break" during the normal work day. For example: By a scheduled 8:30 class and a 3:30 class with no classes scheduled in between.
5. No instructor shall be required to teach more than two evening classes, such classes to commence at 4:00 P. M. or thereafter.
6. In most cases, all full-time faculty shall be given first choice of evening teaching assignments in their area of competence before any adjunct faculty are assigned in such courses.
7. If a faculty member requests a deviation of these conditions, extra compensation shall not be made. Such deviation(s) shall be made without prejudice.
8. In developing teaching schedules, appropriate professional activity, such as public service, research, and graduate school attendance on the part of the faculty member shall be taken into consideration.

C. Information to Association

1. The College shall provide the Association with copies of all registration print-outs of scheduled classes and class enrollment as such print-outs are printed.
2. Each faculty member, during the second week of any semester, shall prepare copies of his/her schedule, forwarding one to the Association and one to the Dean of the College.

D. Course Preparation

1. A teaching faculty member shall be assigned no more than three (3) separate preparations per registration period if he/she has taught all the courses previously at the college level.

2. A teaching faculty member shall be assigned no more than two separate preparations, per registration period if one or more of the courses has not previously been taught by him/her at the college level.
3. Exceptions to this provision shall be made only with the consent of the faculty member involved.

E. Additional Teaching

1. Full-time teaching faculty shall be given preference of summer and/or interim teaching assignments in their areas of competence before any additional summer or interim faculty are hired. Chairpersons shall not receive scheduled summer and/or interim sections unless competent members of the faculty are first offered and have refused such sections, except in those departments or areas that have a documented equitable rotation policy for summer and interim teaching assignments. A full-time faculty member accepting a summer assignment prior to May 1st shall be guaranteed appropriate employment and/or compensation at the appropriate rate for one of the sections assigned him/her.
2. All full-time teaching faculty members of the faculty shall be given the first choice of any additional teaching assignments during the regular full semester in their areas of competence before any other faculty are assigned. Chairpersons shall not receive a scheduled overload unless competent members of the faculty are first offered and have refused such overload, except in those departments or areas that have a documented equitable rotation policy for overload assignments.

F. Office Hours

1. Teaching faculty members shall maintain at least three (3) office hours per week for consultation with students. Such hours shall be in addition to regularly scheduled classes, and shall be posted on the office door of faculty members' offices.

2. Faculty members shall provide the necessary information regarding their office hours to the College each semester.
3. The College shall provide the Association with a schedule of office hours of all faculty members.

G. Work Load: Counselors

1. Counselors shall work twelve (12) month contracts from July 1 to June 30.
2. Each full-time counselor will be required to establish working hours equaling a total of thirty-seven and a half ($37\frac{1}{2}$) hours per each working week. These working hours will include a meal period of one hour each day.
3. Night counseling duty may be required by the College, and when required, equal compensatory time off during the normal work day or compensation at the rate of \$10 per hour shall be provided by the College. Preferences for such duties shall be afforded counselor members of this unit.

H. Work Load: Librarians

1. All librarians shall work twelve (12) month contracts from July 1 to June 30.
2. Librarians shall work a total of thirty-seven and a half ($37\frac{1}{2}$) hours per week over a five (5) day period; these hours shall include a meal period of one hour each day.
3. Night library duty may be required by the College, and when required, equal compensatory time off during the normal work day or compensation at the rate of \$10 per hour shall be provided by the College. Preferences for such duties shall be afforded librarian members of this unit.

I. Committees

1. A faculty member may be expected to serve on one major standing or

ad hoc college-wide committee.

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

J. Advising, and Coaching

1. Advisement of all student clubs and organizations shall be on a voluntary basis and optional with faculty members. Compensation for such advisory assignments will be as listed in Appendix III attached to this Agreement.
2. Coaching of all student athletics shall be on a voluntary basis, and optional with the faculty member, except in such cases where the physical education job description includes specific coaching activities. Compensation for such coaching assignments will be as listed in Appendix III of this Agreement.
3. Academic advising of students by teaching faculty members shall be limited to programming of students for registration. The College shall provide each teaching faculty member with the necessary information, forms, advising aids and material prior to the pre-programming period.
4. Teaching faculty participation in the in-person registration periods shall be voluntary.

K. Office Assignments

1. The Dean will notify the Association of the office space available to members of the bargaining unit. The Association will recommend the allocation of that space.
2. The Dean will give the recommendation of the Association serious consideration as he/she allocates that space.
3. No faculty member shall be moved from his/her office without at least two (2) weeks prior written notification.

L. Attendance at College Functions

1. Faculty members attendance at all College sponsored non-academic functions and activities shall be voluntary.
2. Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College at no cost to them.

M. Academic Calendar

1. The Association shall have the privilege of inquiring into and recommending the establishment of any changes in the academic calendar.
2. The appropriate committee, in addition to its other functions, shall advise the Dean of the College in the development of any pre-instructional in-service program(s) to insure that an excessive number of meetings will not be required of the faculty.
3. The appropriate committee shall advise the Dean of the College on the academic calendar; every effort shall be made by the Dean to seek the advice of the committee when alterations in the calendar are being considered. All copies of any such alterations in the calendar will be sent immediately to the Association.

N. Admission to Courses

Faculty members and their dependents (i.e., as determined by the I.R.S. Code), are to be granted tuition-free entrance for credit or audit to any

courses offered by the College. If a faculty member dies while under contract to the College, his/her immediate survivors are to be granted this same tuition-free entrance.

O. Mental/Physical Examination

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

P. Tenure/Multiple Year Contracts

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

ARTICLE VII

PROMOTIONS

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

Trustees will make every effort to provide the funds for promotions to be granted to all candidates applying who have met the promotional criteria.

A. Degree and Experience Requirements

1. An instructor may apply for promotion to the rank of Assistant Professor if he or she has a Master's Degree and has taught full-time at least three years at ACC.
2. An Assistant Professor may apply for promotion to the rank of Associate Professor if he or she has a Master's Degree, has ten years of full-time teaching experience or the equivalent with at least seven at the collegiate level, and has been an Assistant Professor at ACC for at least five years.
3. An Associate Professor may apply for promotion to Professor if he or she has a Master's Degree, has fifteen years of full-time teaching experience or the equivalent with at least ten at the collegiate level; and has been an Associate Professor at ACC for at least five years.

B. Performance Requirements

Besides the above cited degree and experience requirements, the faculty member applying for promotion must have performed satisfactorily for five consecutive semesters. The faculty member also must have had a minimum of three consecutive thorough yearly evaluations as directed by the contract for non-tenured faculty members in Article III, Section M, Item 3 to be called Promotion-Evaluations. The last of the three promotion-evaluations will occur during the fall semester of the year in which the faculty member is applying for promotion.

While three promotion-evaluations are normally necessary, current conditions warrant the following exceptions: Faculty members applying for promotion in December, 1976 need only two yearly evaluations adjudged to be "satisfactory" for promotion and one promotion-evaluation as described previously, and faculty members applying for promotion in December, 1977 need only one yearly

evaluation adjudged to be satisfactory for promotion and two promotion-evaluations. Supervisors will be charged to interpret evaluations prior to the initiation of this promotion procedure for purposes of stipulating whether the evaluation indicates satisfactory for promotion or not satisfactory for promotion. The absence of evaluations will signify that the respective faculty member was performing work of a satisfactory nature for promotion.

If, during the yearly promotion-evaluation a faculty member is adjudged to be doing less than "satisfactory" work for promotion, this must be clearly stated in the written evaluation by the Chairperson. If no such statement is present, the absence of an evaluative declaration will signify that the faculty member is doing "satisfactory" work for promotion. The decision of the Chairperson may be appealed to the Evaluation Appeals Committee. If the faculty member is doing less than "satisfactory" work for promotion, the Department Chairperson and the faculty member will jointly write specific objectives for the next year which, if achieved, would make the faculty member's performance pattern eligible for "satisfactory" status and promotion recognition. These objectives will be signed by the Department Chairperson in conjunction with the faculty member prior to being placed in the faculty member's file.

The applicant and supervisor will share the responsibility for accumulating evidence relevant to performance criteria and will jointly agree upon the possible methods to document each of them. If the applicant and supervisor cannot agree, the applicant may appeal to the Evaluation Appeals Committee.

C. Criteria

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

ARTICLE VIII

GRADUATE STUDY COMPENSATION

A. \$300 Maximum Per Semester

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

B. Application Procedure

Application for reimbursement of such tuition costs will be made by faculty members to the Sabbatical Leave Committee. This Committee will advise the Dean upon such reimbursement.

C. Graduate School Choice

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

ARTICLE IX

INDIVIDUAL CONTRACTS

A. Notice and Issue Date

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

B. Contract Signing

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

C. Termination

Contracts may be terminated at any time by mutual agreement between

the faculty member and the Board. Such agreement shall be in writing.

ARTICLE X

INSURANCE PROTECTION

Health Insurance

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

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave

1. Faculty members shall accumulate one (1) day of sick leave per month of employment. Unused sick days shall be accumulated from year to year with no maximum limit.
2. All Faculty members shall accumulate one (1) day sick leave per month as per individual contract.
3. Effective July 1 of each contract year the Board will establish a salary continuation pool to which Faculty members will contribute at the rate of five (5) days for each twelve (12) month member and four (4) days for each ten (10) month member. Charges against pool shall be made after July 1, 1976, for any day's absence due to accident or illness of an Faculty member whose employ provides credit to the pool and who has depleted all his/her personally accumulated

sick leave days.

4. As long as an unused balance remains in the pool, no Faculty member shall suffer loss of pay due to absence for illness or accident not to exceed thirty (30) personally charged days against the pool.
5. The Board will maintain records of days accumulated and used by individual Faculty members, itemizing all credits and charges, so that an Faculty member can claim for credit all of his/her unused days in the event of any of the following:
 - a. A statute is enacted that would allow an individual to use personal accumulated sick leave for compensation upon retirement.
 - b. He/she should no longer be recognized as a member of the bargaining unit, but still employed by the Board.
 - c. This program should no longer be sustained by subsequent agreements.
6. No claim for pool credits shall be made by any Faculty member whose absence is due to pregnancy, or to a workmen's compensation injury or illness as prescribed by law, or who is eligible for long-term disability compensation as provided by the applicable retirement program of which he/she is a qualified member.

B. Extended Leaves of Absence

1. Advanced Study

A leave of absence for one year may be granted by the Board to any faculty member upon application for the purpose of advance study if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such

leave beyond the one year limit. Upon return from such leave, the faculty member shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

2. Service

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

3. Maternity Leave

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

- a. Providing the faculty member can submit a doctor's certificate that such member is physically unable to perform her duties maternity leave shall commence on the date requested by the faculty member.
- b. Any faculty member granted maternity leave without pay according to the provisions of this section may at her discretion elect to utilize accumulated sick leave to the degree as certified by her doctor that she was sick during such periods of maternity leave.
- c. Providing the faculty member submits upon demand a doctor's

certificate testifying as to her ability to return and perform duties, the faculty member shall be returned to employment status effective the first day of the semester following her application for such return. If the faculty member is a counselor or librarian, she shall be returned to employment status effective the third day following her application to return.

- d. Upon return from such leave, a faculty member shall be placed on the same salary level which she would have attained had she been employed at the College during this period.

4. Adoption Leave

Any faculty member adopting an infant pre-school child shall receive similar leave which shall commence upon receiving defacto custody of said child or earlier if necessary to fulfill the requirements for the adoption period. In the event of a contemplated adoption, the faculty member shall notify the College of his/her plans and keep the College informed of developments to the best of his/her ability.

5. Military

Military leave without pay shall be granted to any employee in accordance with all state and federal laws pertaining to military service and leave of absence.

6. Illness of Family

A leave of absence without pay up to the end of the current academic year shall be granted for the purpose of caring for a sick member of the faculty member's immediate family.

7. Political

The Board shall continue to comply with applicable state and

federal statutes on mandated leave for service in political office.

8. Other Leaves

The Association recognizes that the Board may grant other leaves of absence or extensions of these leaves of absence without pay at its sole discretion.

C. Temporary Leaves of Absence

Faculty members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year. These shall be in addition to any sick leave to which the faculty member is entitled.

1. Business/Legal

Up to two (2) days leave of absence for business or legal matters which require absence during working days. The applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section.

2. Religious

Up to two (2) days leave of absence for observance of religious holidays, where said observance prevents the faculty member from working on such days.

3. Death

Up to three (3) days leave of absence at any one time upon the death of a faculty member's spouse, child, step-child or ward, parent, step-parent, foster-parents, grandparent, parents or grandparents of spouse, or any other member of the family unit living in the same household, no matter what degree the relationship.

4. Notice

Whenever possible, a forty-eight (48) hour written notice to the appropriate supervisor should be given by the faculty member planning

to take a leave under this Section.

D. Vacations: Twelve-Month Personnel

1. Vacation Days

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

2. Paid Holidays

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

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	President's Day
General Election Day	Good Friday
Veteran's Day	Memorial Day
Thanksgiving Day	

ARTICLE XII

SABBATICAL LEAVE

A. Five Per Cent (5%) of Faculty Annually

Every effort shall be made to make budgetary provision to permit at least five per cent (5%) of the unit members to be on sabbatical annually.

B. Six Year Residency

All full-time faculty members who have completed six (6) years of service at the College are eligible for sabbatical leave. Application for such leave shall be made to the Sabbatical Leave Committee during the year preceeding the anticipated leave.

C. Appropriate Activities

The following activities are regarded as appropriate for the granting of sabbatical:

1. Full-time attendance at graduate school.
2. Any full-time research or writing.
3. Any travel which may be deemed beneficial to the College and/or to the professional development of the faculty member.
6. Any other appropriate activities, at the discretion of the Sabbatical Leave Committee.

D. Salary

A faculty member on sabbatical shall receive full salary for one-half year or one-half salary for a full academic year at his/her option.

E. Return for One Year

Any faculty member receiving sabbatical leave must return to the College after that leave for a period of one year.

F. Position on Return

Upon return from sabbatical leave, the faculty member shall be placed at the same position on the salary scale on which he/she would have been placed had he/she taught at the College during such a period.

G. Application Procedure

Application for sabbatical leave in any academic year shall be filed with the

Sabbatical Leave Committee not later than November 1st of the preceding academic year. Individuals applying for a sabbatical leave will present to the Committee in their own behalf a plan of professional development, recognizing such factors as the following:

1. Improvement of service as a classroom teacher.
2. Contribution to the development of the total College program.

H. Sabbatical Leave Committee

The Sabbatical Leave Committee is composed of the Dean of the College acting as chairperson; a departmental chairperson to be selected by the President of the College; a faculty member at large to be selected by the President of the College; two faculty members selected by the President of the Association; two members of the Atlantic Community College Organization of Supervisory and Administrative Personnel (ACCOSAP), selected by the President of ACCOSAP.

I. Presidential Recommendation

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

J. Time Schedule for Submission to the Board

The President of the College shall submit annually to the Board, during the second week in February, the list of faculty members nominated to participate in the sabbatical leave program. The Board will act on its approval of such nominations not later than March 31. Notice of such approval

shall be sent to the applicants and to the Association not later than April 3.

ARTICLE XIII

MISCELLANEOUS

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its faculty dues for the ACC Faculty Association, the Atlantic County Education Association, the New Jersey Education Association, and the National Education Association as each faculty member individually and voluntarily authorizes the Board to so deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJFA: 52:14-15. 9e) and under rules established by the State Board of Higher Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the ACC Faculty Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disperse such monies to the appropriate Association or Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Each of the Associations named above, once such monies have been dispersed to such Associations, shall save harmless the College from any claims arising from any misapplication of such monies.

B. Travel

1. Travel is authorized by the Dean of the College and the coordination

of its operation and function shall be accomplished by the traveller and the Dean of Administration. Specific provisions are stated in the current handbook governing travel.

2. A travel allowance of thirteen cents (13¢) per mile for 1976-77, and fourteen cents (14¢) per mile for 1977-78, shall be paid instructors for excess travel to their teaching assignments and the amount to be paid the instructor will be determined at the beginning of the semester.

This arrangement would originate from the Dean of the College's office.

C. Copies of Agreement

Copies of this Agreement shall be reproduced by the Board and distributed to all faculty members now employed or hereafter employed by the Board during the duration of this Agreement.

D. Separability

In any provision of this Agreement or any application of this Agreement to any faculty member or group of faculty members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

E. Ratification

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

F. Savings Clause

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

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

G. Understanding of Parties

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

H. Compliance Between Individual Contract and Master Agreement

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.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1976, and shall continue in effect until June 30, 1978, unless the Association and the Board mutually agree in writing to an extension of its duration.

BOARD OF TRUSTEES

/S/ Fanny D. Rittenberg
Chairperson

/S/ Robert L. Goudie
Secretary

FACULTY ASSOCIATION

/S/ Richard Kirchoffer
President

/S/ Sandra Steinberger
Secretary

DATE OF COMPLETED SIGNING: May, 1976

TEACHING FACULTY SALARY RANGES
TEN MONTH CONTRACTS

<u>ACADEMIC RANK</u>	<u>SALARY</u>	<u>MINIMUM QUALIFICATIONS</u>
Instructor	1976-77: \$ 9,000-\$14,000 1977-78: \$ 9,000-\$14,500	Master's Degree without teaching, or equivalent
Assistant Professor	1976-77: \$11,000-\$19,000 1977-78: \$11,000-\$19,500	Master's Degree plus minimum of five years full-time teaching, or equivalent
Associate Professor	1976-77: \$13,000-\$22,000 1977-78: \$13,000-\$22,500	Master's Degree plus a minimum of ten years full-time teaching, (with at least seven at the collegiate level with at least three at ACC) or equivalent
Professor	1976-77: \$15,000-\$23,500 1977-78: \$15,000-\$24,000	Master's Degree plus a minimum of fifteen years full-time teaching, (with at least ten at the collegiate level and with at least five at ACC) or equivalent

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

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

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

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

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

1976-77 - \$8,500 - \$13,500
1977-78 - \$8,500 - \$14,000

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

APPENDIX I

TEACHING FACULTY SALARY RANGES
TEN MONTH CONTRACTS

(Continued)

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

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

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

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

APPENDIX II

TWELVE MONTH FACULTY SALARY RANGES

<u>LEVEL</u>	<u>SALARY RANGE</u>	<u>MINIMUM QUALIFICATIONS*</u>
Counselor/Librarian I	1976-77: \$ 9,000-\$14,000 1977-78: \$ 9,000-\$14,500	Master's Degree in Counseling/ Library Science with no experience, or equivalent
Counselor/Librarian II	1976-77: \$11,000-\$19,000 1977-78: \$11,000-\$19,500	Master's Degree in Counseling/ Library Sciences or related field, plus a minimum of three years counseling/library experience, or equivalent
Counselor/Librarian III	1976-77: \$13,000-\$22,000 1977-78: \$13,000-\$22,500	Master's Degree in Counseling/ Library Science plus a minimum of ten years full-time counseling/ library experience (with at least seven at the collegiate level and at least five at ACC) or equivalent
Counselor/Librarian IV	1976-77: \$15,000-\$23,500 1977-78: \$15,000-\$24,000	Master's Degree in Counseling/ Library Science plus a minimum of fifteen years counseling/ library experience (with at least ten at collegiate level and at least five at ACC) or equivalent

*Advanced degree academic qualifications for counselors are as follows:

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

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

1976-77 - \$8,500 - \$13,500
1977-78 - \$8,500 - \$14,000

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

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

APPENDIX II

TWELVE MONTH FACULTY SALARY RANGES

(Continued)

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

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

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

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

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

APPENDIX III

SALARIES

A. Salary Increases

1. Ten Month Faculty

- a. For the academic year 1976-77, an across-the-board raise of \$1,246 over the previous year's salary.
- b. For the academic year 1977-78, an-across-the-board raise of 8.5% above the 1976-77 salary.

2. Twelve Month Faculty

- a. For the academic year 1976-77, an across-the-board raise of \$1,371 over the previous year's salary.
- b. For the academic year 1977-78, an across-the-board raise of 9.25% above the 1976-77 salary.

B. Overload Salary Schedule, Fall, Spring and Interim Sessions, 1976-78

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

C. Summer Sessions Salary Schedule, 1976-78

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

D. Independent Study Salary Schedule, 1976-78

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

E. Cooperative Education Instructional Stipend, 1976-78.

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

SALARIES

E. Coaching Salaries, 1976-78

The following coaching salaries are applicable only to fulltime members of the bargaining unit.

Coach I		\$1700
Basketball (Men & Women)	Wrestling	
Soccer	Archery	
Baseball		
Coach II		\$900
Volleyball	Tennis (Men)	
Softball	Golf	
Coach III		\$600
Cross Country		
Tennis (Women)		

Assistant Coaches

50% of the full coach salary at each particular level (I, II, III).

F. Extra-curricular Activities Salary Schedule, 1976-78

Newspaper Advisor	Three-contact-hour reduced load plus \$550 each semester. Overload teaching only upon the request of the Dean of the College.
Yearbook Advisor	\$1,000

APPENDIX IV "A"

TEACHING FACULTY SELF EVALUATION FORM

This form shall be completed by first and second year teaching faculty members each semester; by third, fourth and fifth year teaching faculty members each working year; by tenured faculty applying for promotion, and/or every five years.

NAME: _____ DATE: _____

RANK: _____ DEPT: _____

1. Teaching Effectiveness. (Mastery of subject matter in the discipline. Teaching skills, varied techniques, of teaching materials. Evidence of understanding and encouragement of students for successful performance. Positive attitude toward self-improvement based upon responses of student evaluations. etc.)

2. Contributions to Department, Division and College. (New course development; new program development. Committee service, achievements, and leadership roles. Service and contributions to special phases of the college, such as governance, curriculum development, or community services. Service to student extra-curricular activities, such as publications and clubs, etc.)

TEACHING FACULTY SELF EVALUATION FORM.

3. Scholarship and Growth in One's Field. (Independent study and research. Graduate courses and/or degrees. Research and writing for publication. Membership and activity in professional societies. Honors, awards received from the college or professional societies. Creative work in art, theatre, music, literature, etc.)

4. Additional remarks.

Supervisor's Signature

Faculty Member's Signature

Date Received

APPENDIX IV "B"

TEACHING FACULTY EVALUATION SUMMARY

This form shall be completed by the appropriate chairperson for first and second year teaching faculty members each semester; for third, fourth and fifth year teaching faculty members each working year; for tenured faculty applying for promotion and/or every five years.

All ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall render this evaluation invalid and inoperable.

Evaluation for: _____ Date: _____

Rank

Dept: _____

Evaluation by: _____

Title

				Needs	
1. <u>Teaching Effectiveness</u>	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

Remarks:

				Needs	
2. <u>Relationship to Students</u>	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

Remarks:

				Needs	
3. <u>Contributions to Department Division and College.</u>	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

Remarks:

				Needs	
4. <u>Competency and Growth in One's Field.</u>	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>

Remarks:

TEACHING FACULTY EVALUATION SUMMARY

5. Additional Remarks:

Supervisor's Signature
Date _____

Faculty Member's Signature
Date: _____

APPENDIX IV "C"

COUNSELING FACULTY SELF-EVALUATION

This form shall be completed by first and second year counselors each semester; by third, fourth and fifth year counselors each working year; by multiple year contract counselors applying for promotion, and/or at the end of their five year contracts.

Name: _____ Date: _____
Rank: _____ Dept: _____

1. Counseling Effectiveness
(Also teaching effectiveness, where applicable.)

2. Contributions to Department and College

COUNSELING FACULTY SELF-EVALUATION

3. Professional Growth

4. Additional Remarks

Supervisor's Signature

Faculty Member's Signature

Date

COUNSELING FACULTY EVALUATION SUMMARY

This form shall be completed by the appropriate director for first and second year counselors each semester; for third, fourth and fifth year counselors each working year; for multiple-year contract counselors applying for promotion, and/or at the end of their five year contracts.

All ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall render this evaluation invalid and inoperable.

Evaluation for: _____ Date _____
 Name _____
 Rank _____ Dept _____
 Evaluation by: _____
 Name _____
 Title _____

		Very		Needs	
1. <u>Counseling effectiveness</u>	<u>Excellent</u>	<u>Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

		Very		Needs	
2. <u>Relationship to students</u>	<u>Excellent</u>	<u>Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

COUNSELING FACULTY EVALUATION SUMMARY

		Very		Needs	
3. Contributions to	<u>Excellent</u>	<u>Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
<u>Department and College</u>	()	()	()	()	()

		Very		Needs	
4. Competency and Growth	<u>Excellent</u>	<u>Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
<u>in one's field.</u>	()	()	()	()	()

		Very		Needs	
5. <u>Additional Remarks</u>	<u>Excellent</u>	<u>Good</u>	<u>Competent</u>	<u>Improvement</u>	<u>Poor</u>
	()	()	()	()	()

Supervisor's signature

Faculty Member's signature

Date

Date

APPENDIX IV "E" continued
LIBRARY FACULTY SELF EVALUATION

3. Contributions to the College (Committee service, community services, service to student extra-curricular activities, etc.)

4. Additional comments.

Supervisor's signature

Date _____

Faculty member's signature

APPENDIX IV "F"
LIBRARY FACULTY EVALUATION SUMMARY

This form shall be completed by the appropriate director for first and second year librarians each semester; for third, fourth and fifth year librarians each working year; for multiple-year contract librarians applying for promotion, and/or the end of their five-year contracts.

All ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall render this evaluation invidious and inoperable.

Evaluation for:

Name

Date

Rank

Dept

Evaluation by:

Name

Title

	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Needs Improvement</u>	<u>Poor</u>
	()	()	()	()	()

1. Competence in Library/ Information Sciences.

	<u>Excellent</u>	<u>Very Good</u>	<u>Competent</u>	<u>Needs Improvement</u>	<u>Poor</u>
	()	()	()	()	()

2. Professional growth and contributions to Dept. and college.

APPENDIX IV "F" (cont)
LIBRARY FACULTY EVALUATION SUMMARY

3. <u>Contributions to the College and community</u>	<u>Excellent</u> ()	<u>Very Good</u> ()	<u>Competent</u> ()	<u>Needs Improvement</u> ()	<u>Poor</u> ()
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4. Additional Remarks

Supervisor's Signature

Date

Faculty Member's Signature

Date

ATLANTIC COMMUNITY COLLEGE

Criteria for Promotion

I. Teaching Effectiveness

A. Preparation

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

B. Implementation

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

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

II. Professional Growth

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

III. Contribution to the College and Responsiveness to College Needs

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

Promotion Procedure

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

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

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

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

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

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

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

Promotion Priority

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