

COLLECTIVE BARGAINING AGREEMENT

between

SUSSEX COUNTY COMMUNITY COLLEGE FACULTY FEDERATION

AFT LOCAL 4780

and

SUSSEX COUNTY COMMUNITY COLLEGE

July 1, 2018 to June 30, 2021

TABLE OF CONTENTS

<i>Article #</i>	<i>Article Title</i>	<i>Page #</i>
	Preamble	4
1	Recognition	5
2	Federation Rights	6
3	Conduct of Federation Business	11
4	Payroll Deduction for Federation Members	13
5	Faculty Assignments	15
6	Faculty Facilities and Working Conditions	27
7	Procedures for Reduction in Force	29
8	Teaching Faculty Responsibilities	31
9	Administrative Assistance	33
10	Search Committees for Full-Time Faculty	34
11	Procedures for Full-Time Faculty Reappointment	36
12	Procedures for Non-Reappointment of Non-Tenured Faculty	37
13	Tenure	39
14	Promotion	46
15	Academic Calendar	51
16	Inclement Weather and Emergency Closings	52
17	Compensation for Administrative Duties	54
18A	Compensation and Conditions of Employment for Faculty Serving as Department Chairs	59
18B	Compensation and Conditions of Employment for Faculty Serving as Program Coordinators	69
18C	Compensation and Conditions of Employment for Faculty Serving as Lead Faculty	77
19	Health and Pension Benefits	82
20	Salary	83
21	Leaves of Absence	89

22	Sick Leave	93
23	Management Rights	94
24	Grievance Procedures	95
25	Copies of Agreement	99
26	Faculty Roster	100
27	Evaluation of Full-Time Faculty	101
28	Rights to Intellectual Property	109
29	Distance Education	114
30	Emeritus Professor	119
31	Zipper Clause	120
32	Effect of Contract	121
33	Separability	122
34	Duration	123

PREAMBLE

This Agreement is hereby entered into between the Sussex County Community College Faculty Federation, Local #4780, which is affiliated with AFT New Jersey State Federation, AFL-CIO, hereinafter called the "Federation," and the Board of Trustees of Sussex County Community College, hereinafter called the "Board" or the "College," for the period from July 1, 2018 through June 30, 2021.

WHEREAS, the Board and Federation recognize and declare that providing quality higher education for the students is their mutual aim and that the character of such education depends in great measure upon the quality, morale, and dedication of the College faculty, and

WHEREAS, the Board has a statutory obligation pursuant to *N.J.S.A. 34:13A-5.3 et seq.*, to negotiate with the Federation as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed to the articles that follow.

ARTICLE 1

RECOGNITION

- A) The Board hereby recognizes the Faculty Federation as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed faculty and librarians (collectively, the “bargaining unit”).
- B) Excluded from the bargaining unit are all other employees currently and hereafter employed by the College including managerial executives, confidential employees, police, fire fighters, craft employees, non-professional employees, Division Deans or their equivalent, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE 2

FEDERATION RIGHTS

- A) Academic Freedom: The College shall uphold the principle of academic freedom in accordance with all applicable federal and state court decisions that apply to higher education environments
- B) Rights of Faculty
- 1) The College recognizes the rights of bargaining unit employees to organize and engage in activities set forth in the New Jersey Employer-Employee Relations Act, 34 N.J.S.A. 13A- 1, et. seq. unless otherwise abridged by the terms of this Agreement.
 - 2) Upon the request of a bargaining unit member who is summoned to an investigative interview by the College (and/or any of its designees), which the employee reasonably believes may result in discipline, a Federation representative may be present. The College may schedule an investigative interview as a result of an incident or complaint by a student, administrator or colleague, or for any other reason. Bargaining unit members shall also be entitled to Federation representation during any meeting subsequent to formal evaluation reports which concern his/her continued employment. Said representative shall be chosen by the bargaining unit employee involved. Any such choice of representative shall not delay the interview beyond five (5) working days from the date of the College's request.

- 3) Bargaining unit members shall have the right to support the Federation as long as their activities do not interfere with the educational process, faculty duties or operations of the College.
 - 4) The College shall not discriminate or retaliate against bargaining unit employees for engaging in collective bargaining and/or other activities intended for mutual aid and protection.
 - 5) No bargaining unit employee shall be disciplined, reprimanded, suspended, terminated or reduced in compensation without just cause.
 - 6) In the event of a reduction in force, bargaining unit employees shall be entitled to all reemployment rights pursuant to New Jersey statutes.
 - 7) To the extent allowed by law, substantive changes dealing with working conditions that modify the express terms of this Agreement shall not be made to the Faculty Handbook without mutual consent between the Federation and the College.
- C) The Federation shall be solely responsible for designating its representatives to represent its interests in all collective bargaining matters. To that end, neither party shall have any control over the selection of the negotiating representatives of the other party.
- D) Federation Bulletin Board
- 1) The College shall provide the Federation with one bulletin board measuring at least four (4) feet by six (6) feet, for the Federation's exclusive use. Said Federation bulletin board shall be conspicuously designated as such and shall be located in the Faculty office area. The College shall provide the Federation with

an additional bulletin board, located in the E-Building copy room, and to be shared with the building faculty, staff, and adjunct faculty. The Federation shall not be responsible for maintenance and replacement of the bulletin boards.

- 2) Any postings on the Federation bulletin board shall be at the sole discretion of the Federation Executive Committee and shall not require approval of the College. The Federation assumes all liability for all bulletin board content authorized by the Federation.

E) Professional Vacancies

- 1) Notice of all professional vacancies shall be submitted to the Federation, by appropriate electronic means, at the time they are finalized prior to publication.
- 2) Whenever the College becomes aware of the availability of any Coordinator position, the Chief Academic Officer, hereafter referred to as CAO, (or his/her designee) shall send out an e-mail announcement of such availability to all full time SCCC faculty. Such email shall notify the faculty members of the available position and shall establish a deadline by which the faculty member(s) must notify the VP of his/her interest in assuming the duties. The College shall maintain the sole discretion to determine if the interested faculty member(s) is/are qualified to assume the available Coordinator duties. In the event more than one qualified faculty member applies for the Coordinator duties, the College shall maintain sole discretion to determine which faculty member is most qualified. In the event the College determines that there is not a qualified member among the faculty applicants or, at the College's sole discretion, a non-faculty member is more

qualified, the College retains the right to assign the Coordinator duties to a non-faculty member(s).

- 3) The College shall not assign such Coordinator duties in an arbitrary or capricious manner.
- F) The Federation shall be permitted to distribute general and Federation related correspondence, newsletters and notices to bargaining unit members through the faculty mailboxes, via interoffice mail, and e-mail (with the Federation responsible for the creation of any applicable e-mail groups), provided the content of such communications does not violate applicable law.
- G) Whenever any representatives of the Federation are mutually scheduled by the Federation and representatives of the Board to participate during working hours in meetings such as negotiations, grievances, conferences, etc., the Federation members who are involved shall suffer no loss of pay.
- H) The Federation President, or his/her designee, shall be entitled to speak at any public Board meeting during the period of time reserved for comments from the floor.
- I) The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, ancestry, age, gender or gender identity, marital status, civil union status, domestic partnership status, sexual orientation, disability, veteran's status, political affiliation, or any other category protected by law. Claims alleging a violation of this provision shall be subject to either the Grievance Procedure of this Agreement or an appropriate external agency, but not both, as determined by the claimant.

J) Notification to Federation When Temporarily Filling Full-Time Faculty Positions

- 1) In the event that a position previously held as a full-time faculty line should temporarily be assigned as a part-time position, the College shall inform the Federation prior to making any appointment.
- 2) Such alteration in the structure of an existing faculty position shall only be made in cases of emergency and on a temporary basis. For the purposes of this Article, temporary is defined as one (1) year and may be extended under extenuating circumstances following discussions and consultation with the Federation.

ARTICLE 3

CONDUCT OF FEDERATION BUSINESS

- A) Federation officers, members and representatives (including non-SCCC employees) authorized by the Federation, may conduct Federation business on College property.
- 1) The Federation shall have the right to conduct membership meetings on College property, provided that:
 - a) No such membership meeting shall be held between the hours of 9:00 a.m. and 3:00 p.m. Monday through Thursday and between the hours of 9:00 a.m. and noon on Friday of each week when classes are in session, with the exception that the Federation may hold its monthly membership meeting on Tuesday or Thursday morning from 10:50 a.m. to 12:00 p.m. The Federation agrees to notify the CAO of the specific dates and times of the meetings as far in advance as possible.
 - b) The Federation may schedule meetings between 7:00 a.m. and 9:00 a.m. on weekday mornings and between 3:00 p.m. and 10:00 p.m. Monday through Thursday; and after 12:00 p.m. on Friday.
 - 2) No faculty member shall interrupt his/her teaching responsibilities or preempt previously scheduled contractually required All-College, Division, Department, governance and/or standing committee meetings to attend a Federation membership meeting.

- 3) The College shall not preempt a previously scheduled Federation membership meeting by requiring faculty attendance at any aforementioned College and/or committee meetings.
- 4) The College shall advise the Federation of available meeting space and reserve said space for Federation use upon request.
- 5) Non-employee authorized Federation representatives shall have reasonable access to College premises to conduct official Federation business provided it does not interfere with the activities of the College.
- 6) The conduct of Federation business shall not disrupt College operations or interfere with the educational process, provided that no such restrictions on Federation business shall constitute a waiver of any Constitutional rights and/or other lawful right of assembly and/or the expression of free speech.

ARTICLE 4

PAYROLL DEDUCTION FOR FEDERATION MEMBERS

- A) The College agrees to deduct from the pay of each Federation member from whom it has received written authorization, the designated amount of monthly dues and will submit such dues monthly to the treasurer of the Federation.
- 1) The College will cease the deduction of dues on the January 1 or July 1 next succeeding the receipt of a signed revocation and will commence agency fee deductions.
 - 2) The College assumes no responsibility for any errors made in making such deductions beyond correcting the error as soon as possible, following notification by an official of the Federation.
 - 3) The Federation's President or designee shall certify in writing any change in the amount of monthly dues to the College's Executive Director of Human Resources or designee. Any adjustment in the amount of monthly dues shall become effective the first day of the month following the College's receipt of the notification.
- B) The Federation President or designee shall submit to the Executive Director of Human Resources or designee a list of names of faculty covered by this Agreement who are not currently full dues-paying members of the Federation. The College, in compliance with State law and this Agreement, will deduct from all such bargaining unit members' pay a representation fee (dues) equal to eighty-five percent (85%) of the amount established for Federation members. The amount will be determined by

the Federation membership in accordance with the Federation Constitution. The deducted funds shall be remitted once per month no later than the last day of the following month to the Federation, and the Federation shall be solely and exclusively responsible for the distribution of such funds thereafter. Implementation and administration of this provision shall be in accordance with the provisions of N.J.S.A. 34:13A-5.5 et seq.

- C) The Federation agrees to indemnify and hold the College harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorneys' fees, in any manner resulting from action taken by the College at the request of the Federation pursuant to this Article.

ARTICLE 5

FACULTY ASSIGNMENTS

- A) Faculty Assignments: In exercising its non-arbitrable right to assign faculty, the College will consider academic preparation, professional training, performance, and equivalent experience of individual faculty members.
- B) When there is no conflict with the academic priorities of the College, the Administration shall consider the personal circumstances of individual faculty members when assigning individual schedules. The CAO or designee will be responsible for overseeing the scheduling process, as outlined above, to ensure fairness and equity in scheduling distributions among the faculty.
- C) Days of Obligation
- 1) Consistent with the following conditions, the span of the faculty member's work year will be determined by the academic calendar set by the College.
 - a) There shall be no more than five (5) work days prior to the start of classes in each semester and no more than two (2) work days following the end-of-academic-year graduation. Two of the five (5) work days prior to the start of classes shall be unstructured with no scheduled activities. The College shall not convert unstructured days to structured days either during pre-semester orientation and/or following end-of-academic year graduation. There shall be no more than 180 days of work obligation in the teaching faculty's work year, which includes orientation, convocation (if and when scheduled), and graduation. In addition to the days of obligation described above, new faculty

will be required to attend two (2) additional days of orientation prior to their initial semester of appointment.

b) In the event that unforeseen obligations to external funding or accrediting entities or agencies require faculty presence sooner than five (5) working days prior to the start of the Spring semester, the College shall have the right to require Faculty to report sooner than the five (5) days prior to the semester set forth in Section C-1-a above, without additional compensation. The College will not exercise its rights under this paragraph in an arbitrary or capricious manner.

2) Faculty members are not required to provide services on the following official College holidays: Labor Day; Thanksgiving Day and the day thereafter; and, Martin Luther King, Jr. Day.

3) Teaching faculty members are not required to provide services during a scheduled spring recess.

4) The summer session or any intersession is not considered to be part of the regular teaching faculty work year.

D) Class Load and Working Hours

1) The semester's normal base load will be fourteen (14) to sixteen (16) credit hours, with an annual required class load of thirty (30) credit hours per academic year.

a) Loads for faculty who teach courses which have a lecture and a lab/clinic/studio component will be calculated according to the following:

(i) Lecture: 1 class hour = 1.00 credit hour

(ii) Science Lab: 1 class hour = 1.00 credit hour

(iii) Non-Science Lab (e.g., computer labs) and studio sections (e.g., art): One

(1) class hour = one (1) credit hour:

- 2) Independent Study (IN), Directed Study (DS) and Contingent Sections (CS) courses will be considered part of the faculty load. Faculty will be compensated at 0.5 (one-half) of one (1) credit per student. Faculty will not be required to teach more than two (2) Independent Study/Directed Study/Contingent Section courses per semester. When a face-to-face course section (e.g., 01 or 41 numbered sections) is cancelled due to low enrollment, the College with the consent of the Faculty member shall have the option to convert those enrolled students to Directed Study, compensated up to the number of credits of the course.
- 3) Class size shall not be used to force faculty overload assignments. In those cases where, for whatever reason, the administration decides to run a course section with enrollment less than the section minimum and assigns such section to a unit member, it shall be understood that said assignment constitutes a regular portion of the base load and shall be credited at the full credit hour value assigned to the course.
- 4) Working hours:
 - a) The base load assignment of any teaching member shall span no more than eight (8) hours from the beginning to the end of the same teaching day except in those cases where a faculty member agrees to a longer teaching day.
 - b) The College agrees not to require faculty to be present on campus for more than five (5) days per week, unless an individual faculty member agrees otherwise.

5) Faculty who teach in excess of fifteen (15) credit hours during the fall semester, shall be able to designate up to five (5) credits of overload as “banked” credits, which can be used to reduce teaching load during the subsequent spring semester. Banked credits shall not carry over from one academic year to the next. Faculty carrying banked credits at the end of any given academic year shall receive compensation for those credits at the prevailing overload rate in the June 15 paycheck.

E) Course Preparations

- 1) Course preparations normally will be limited to three (3) per semester. If a faculty member voluntarily takes on additional courses that require an additional prep, then no compensation will be given. If the college assigns a course that results in an additional prep in order to meet the academic needs of the institution (with the exception of extra courses needed to make minimum load), then the faculty member will be compensated \$1,000 for the additional prep.
- 2) The College may assign additional course preps whenever warranted by personnel limitations and/or academic needs. The College will not assign more than three (3) course preps per semester to any particular faculty member more than once per academic year, unless necessary to fill faculty base load requirements.

F) Office Hours

- 1) Each full-time faculty member shall schedule and post one (1) office hour for each base load section with a maximum of five (5) office hours per week, spread over no less than three days per week. Online courses will have one online office hour per course.

G) Faculty Presence

- 1) Faculty members are required to attend all scheduled class sessions for assigned courses, department/division meetings, faculty meetings, governance and committee meetings to which they are elected or assigned.
- 2) Bargaining unit members will not be required to sit on more than two uncompensated committees. If faculty are assigned to serve on an additional committee(s) they will be compensated at .25 (one fourth) of one (1) credit per semester for each additional committee assigned. In order to be eligible for additional compensation, the committee must meet more than three (3) times per semester, excluding committees already compensated (*e.g.*, assessment and program review writers). Faculty members who serve on the search committees will only be compensated when meetings are held outside the days of obligation. Service as Chair of the Curriculum Committee shall be compensated one (1) credit per semester.
- 3) Faculty who serve as Chair of the Curriculum Committee, Chair of the Academic Standards Committee, as members of the Middle States Executive Steering Committee, or as a designated writer for a Middle States subcommittee, will only be required to sit on one committee per year. For faculty who serve on the Program Review Committee, that committee will constitute their full committee responsibility. For faculty who serve on the Tenure and Promotion Committee, that committee will count as their full committee responsibility when there are three (3) or more applications for tenure, promotion or reappointment.

H) Advising

In accordance with Article 8 (Faculty Responsibilities), all faculty members including department chairs, program coordinators, and lead faculty shall be required to advise students each semester as part of their regular load. For each semester faculty shall be required to advise 30 students. On November 1st of each year, the number of advisees will be reviewed based on 10th day Credit Hour count as reported on the State Reported Enrollment form for the current fall semester to determine the upcoming spring faculty advisee load. If each fall enrollment increases by 2% based on the tenth day credit hour count the faculty advisee load will be reduced to 25 for the upcoming spring semester. The College and the Federation will continue to review the faculty advisee load based on the financial condition of the college with an ultimate goal of 10 advisees per faculty member for the duration of this contract.

- 1) Advising sessions require direct contact with each student and should include academic advisement, scheduling of courses, and resolution of academic issues, career counseling and other topics as appropriate.
- 2) As part of the advisement process, all faculty members including department chairs, program coordinators, and lead faculty shall be required to maintain a written or electronic record of each advisement session that indicates the student's name, ID number, date, and general comments about the type of advisement provided. This provision excludes student advisement sessions in the Advisement and Counseling Center.
- 3) Overload compensation for the advisement of more than the established faculty advisee base load of students per semester will only be provided when more than

the established faculty advisee base load of students are actually advised and suitable documentation of such advisement is provided.

- 4) SCCC Certified Faculty Advisors (CFAs) are trained to function as advisors in the Counseling and Advising Center if they so choose on an as needed basis. Faculty will be compensated for the SCCC-Certified Faculty Advisor training per hour as specified in Article 5 (Faculty Assignments).
- 5) SCCC Certified Faculty Advisors may choose, on mutual consent of the Vice president of Student Services and the Vice President of Academic Affairs to be assigned to the Advising & Counseling Center, especially in the three weeks prior to the start of the Fall and Spring semesters. The Vice President of Student Services will email a request to all Certified Faculty Advisors of the number of hours available over a specified time period. The Vice President of Student Services in consultation with the Vice President of Academic Affairs will to the best of their ability distribute equally to all who respond by the deadline provide. Faculty will be compensated for completing Advising & Counseling Center Assignments per hour as specified in Article 5 (Faculty Assignments).

I) Classroom Observation

- 1) Faculty shall be required to observe two (2) adjunct/concurrent faculty each semester as assigned by the CAO and/or his/her designee(s) and timely prepare and submit a written report of each observation as part of the normal base load. Faculty will be compensated in accordance with this Agreement for performing more than two (2) adjunct/concurrent faculty observations.

J) Overload

- 1) Faculty members normally will be assigned overload on a voluntary basis. The College, however, may assign overload courses whenever warranted by personnel limitations and/or academic needs.
- 2) Faculty Load Report forms will be distributed to faculty during Faculty Orientation prior to the beginning of each semester; the Load Report will also be available electronically.
 - a.) Faculty load reports will be amended for Late Start Courses and Delayed-Start Courses if a course did not have the requisite enrollment by the due date for the Load Report distributed during Faculty Orientation. Faculty Load Reports will be amended and reported by Academic Affairs.
 - b.) Late-Start and Delayed-Start Overload compensation will be paid in equal increments through the payroll system on a semi-monthly basis beginning with the first period following approval of the requisite course enrollment.
 - c.) Overload compensation will begin on the schedule set forth in 2(b) provided the Faculty Load Report is returned by the deadline determined by Academic Affairs at the beginning of each regular semester.
 - d.) Overload compensation will be paid in a lump sum on December 31st and May 31st respectively, in the event the Faculty Load Report is not returned by the aforementioned deadline.
 - e.) Overload will be compensated at the overload rate per Article 20 based on credit hours in excess of 15 per semester.

- 3) Late-Start courses and Delayed-Start courses cannot be used to satisfy a Faculty member's baseload requirements.
- 4) Faculty overload compensation will be paid in equal increments through the payroll system on a semi-monthly basis beginning with the September 30th and the February 28th/29th paychecks, respectively, provided Faculty Load Reports are returned by the aforementioned deadline.

K) Assignments and Responsibilities for Librarians

- 1) All College Librarians who hold faculty rank shall work on either a twelve (12) month administrative staff calendar or on a nine and one half (9 ½) month teaching faculty calendar as assigned. Librarians who work a twelve (12) position shall be entitled to the same annual paid time off benefits as administrative staff: Board-declared holidays, twenty-two (22) vacation days, twelve (12) sick days and three (3) personal days. Librarians who work on a nine and one half (9 ½) month calendar may be required to assist the College during periods of time when the teaching faculty is on holiday or recess. Librarians who are required to work during these periods will be paid a per diem rate prorated at the unit member's base salary for the current academic year.
- 2) Full-time librarians shall have a work week consisting of thirty-five (35) hours.
- 3) Full-time librarians shall not be required to work a split shift. The length of the work day shall not exceed eight (8) hours.

L) Salary for Librarians

- 1) All College librarians who hold faculty rank shall receive the same salary for an academic year of nine and one half (9.5) months as do other nine and one half month unit members in the same rank.
- 2) Separate contracts for summer season may be awarded. Reimbursement for such summer service shall be prorated at the unit member's base salary for the preceding academic year. New rates shall be applicable on the effective date of the subsequent academic year's contract.
- 3) Salary for Librarians who work on a twelve (12) month calendar basis will be their current nine and one half (9.5) month salary plus twenty-six point three (26.3%) percent of their nine and one half (9.5) month salary. Salary increases for Librarians who work on a twelve (12) month calendar basis will be based on their twelve (12) month salary as calculated in the previous sentence. Librarians working on a twelve (12) month basis reverting to a nine and one half (9.5) month basis will earn their current twelve-month salary minus twenty-one percent (21%) of their twelve-month salary. However, librarians working on a twelve (12) month basis will revert to a nine and one half (9.5) basis only at the College's discretion.

M) Assignments and Responsibilities for Respiratory Therapy Instructor

- 1) While designated as a twelve (12) month position under the Health Sciences section of this Article (see Section N below), the full-time faculty position of Respiratory Therapy Instructor will follow the College's administrative staff calendar and will be entitled to the same annual paid time off benefits as administrative staff: Board declared holidays, twenty-two (22) vacation days, twelve (12) sick days, and three (3) personal days.

2) The College and the Faculty Federation agree that these provisions solely address the position of Respiratory Therapy Instructor and do not in any way negate the provisions of the article covering "Faculty Assignments" as applied to contractual obligations during scheduled spring recess for teaching faculty other than the Respiratory Therapy Instructor.

3) The use and carryover of sick days and personal days will be governed by the existing provisions of the collective bargaining agreement between the College and the Faculty Federation. The Respiratory Therapy Instructor will make a good faith effort to ensure that by December 31 of each year his/her accumulated but unused vacation days will be below 22 days.

N) Salary for Full-Time, Credit-Bearing Health Sciences Faculty

1) The salary negotiated between the faculty member and the College is for a twelve (12) month period.

2) The faculty member will be responsible for carrying a thirty (30) credit load for the Fall and Spring semesters, with any load carried within the Fall and Spring semesters which exceeds (30) credits to be compensated at the prevailing overload rate.

3) For the Summer session, the faculty member will be required to carry a credit load equal to 26.3% of the regularly defined 30 credit load; i.e. 8.0 credits. Any load the faculty member carries in addition to this, will be compensated at the prevailing overload rate.

4) Credit-bearing Health Sciences faculty working on a twelve (12) month basis who revert to a nine and one half (9.5) basis, will earn their twelve (12) month salary

minus 20.824% of their twelve (12) month salary. However, credit-bearing Health Sciences faculty working on a twelve (12) month basis will revert to a nine and one half (9.5) basis only at the college's discretion.

- 5) This Article applies only to full-time credit-bearing Health Sciences faculty. Both parties recognize that this Agreement does not authorize the College to implement any similar conditions of compensation for summer teaching for either new or existing faculty who teach in other disciplines.
- 6) Both parties agree that this Article does not restrict the College's right to create new twelve (12) month faculty positions in any discipline.

ARTICLE 6

FACULTY FACILITIES AND WORKING CONDITIONS

- A) The College shall maintain a standing Safety Committee to address all safety, health and security issues on or related to the campus. There shall be a minimum of two (2) faculty members who serve on that committee. The committee shall be listed on the “Self-Selection List” handed out to faculty at the beginning of every academic year. The ultimate appointment of the faculty members who will serve on this committee shall be decided by the Administration. The Federation shall have the right to bring safety, health, and security concerns directly to the Safety Committee.
- B) The College shall annually update an “Emergency Operations Plan” in consultation with appropriate municipal, county, and state agencies. Copies of this plan shall be made available to the Federation at no cost upon request. The Federation may elect to present via e-mail any concerns about the Plan directly to the Executive Director of Facilities or her/his designee, who shall respond to the Federation within fifteen (15) work days of transmission of the Federation’s concerns.
- C) The College shall designate full-time member parking spaces near their office location. By the first day of Orientation, the Federation president will provide the College with an updated list of unit members and their office locations. Said spaces will where applicable comply with ADA requirements.
- D) Off-site instruction
- 1) The College will ensure that each of the off-campus locations support a minimum of Faculty instructional services to include, but not limited to:

- a) Copying,
 - b) Holding office hours,
 - c) Sufficient classroom supplies,
 - d) Computer access to the internet and College online resources,
 - e) IT phone support, and
 - f) Off-site Contact Person to request any additional needs as required for classroom instruction.
- 2) Provision will be made for telephonic and/or electronic communication with an appropriate Off-site Contact Person in the event of a physical or medical emergency.
- 3) All fire evacuation, ambulance request, chemical and biological safety, and shooter protocols for the off-site location shall be communicated to the instructor at orientation.
- E) At no time are classroom instructors required to set up, maintain, or repair College-owned or College-leased equipment and/or software required for courses.
- F) Faculty will be reimbursed for travel related expenses for travel between SCCC-Newton campus and SCCC off-campus sites in accordance with the SCCC Reimbursement for Expenses Incurred in Performance of Official Responsibilities Policy. Public (I:)/Public College Data/Policies and Procedures
- G) The College shall provide a copy of this Agreement electronically to all newly-hired full time faculty members.

ARTICLE 7

PROCEDURES FOR REDUCTION IN FORCE

- A) If the College anticipates the need for a reduction in force (“RIF”) affecting Unit Members, its Administration will notify the Federation by March 1st of the possible reduction and will provide the Federation with an opportunity within seven (7) business days of the notification to meet and discuss the planned RIF. The Federation [and the individuals whose positions are scheduled for elimination] will be notified of the impending action at least three business days prior to the Board of Trustees’ April meeting. Each affected individual will be provided with at least sixty (60) days’ notice of the RIF. Failure to provide 60 days’ notice shall not preclude the College from implementing the RIF, but will entitle the affected Unit Members to salary payment for the duration of any shortfall in the 60 day notice period.
- B) If due to catastrophic circumstances the need for the RIF could not have been anticipated by March 1st, the College will notify the Federation within three (3) business days after its administration has informed the Board of Trustees’ Personnel Committee of the need for the reduction and will provide the Federation with an opportunity within seven (7) business days of the notification to meet and discuss the planned RIF. The Federation [and the individuals whose positions are scheduled for elimination] will be notified of the impending action at least three (3) business days prior to the Board of Trustees’ meeting at which action will be taken. Each affected individual will be provided with at least sixty (60) days’ notice of the RIF. Failure to provide sixty (60) days’ notice shall not preclude the College from implementing the

RIF, but will entitle the affected Unit Members to salary payment for the duration of any shortfall in the sixty (60) days' notice period.

ARTICLE 8

TEACHING FACULTY RESPONSIBILITIES

- A) The parties agree that faculty responsibilities are defined as commitment to teaching excellence, student learning, involvement in campus life and community service, discipline-based professional development, and department-driven course level student learning outcome assessment activities.
- B) The College may assign teaching duties in its academic discretion pursuant to and in accordance with the provisions of Articles 6 and 8.
- C) Teaching faculty may be assigned duties for which they shall be granted reassigned time or overload compensation. Given prior approval of the Division Dean or CAO through the use of the "Special Projects Form," compensable additional faculty duties may include but are not limited to:
- 1) New program design and development;
 - 2) Development or extensive revision of course syllabi (three or more per semester);
 - 3) Advising more than thirty (30) students per year;
 - 4) Presenting more than one non-credit workshop or seminar per semester;
 - 5) Science lab, non-science lab and studio oversight and organization beyond that required for the normal preparation and conduct of an assigned class section, when the subject matter is not within the purview of the Department Chair.
- D) Compensation for additional teaching duties shall be governed by the rate and procedure set forth in Article 20 (Salary). Compensation for special projects shall be

made upon satisfactory completion of the project as determined by the appropriate division dean or the CAO.

- E) Advisees, once assigned or self-referred, shall remain advisees of a faculty member until s/he either graduates, withdraws, completes a program of study, or until the advising faculty member and/or the advisee requests a change, as approved by the CAO or her/his designee. As advisees vacate or are deleted from a faculty roster, for reasons identified above, the College may assign new advisees up to a base limit of the established faculty advisee base load per semester before overload compensation applies, as specified in Article 20, Section F.
- F) The parties agree that faculty responsibilities include discipline-based Professional Development (see Article 8.A.). Professional development is demonstrated through conferences and workshops attended, graduate courses taken, publications, exhibitions, presentations or involvement in professional associations (see Article 13.C.2.b.). Faculty, working with their Division Deans, will formulate a Professional Growth Plan that will include a strategy for Professional Development (see Article 14.C.8.a. and Article 27.B.1.b.). A Professional Growth Plan aims to keep SCCC faculty current, and maintain expertise, in their given, or related, disciplines. SCCC Faculty in their effort to deliver academic excellence in the classroom, shall be encouraged to pursue scholarly study at the graduate level as part of their Professional Growth Plan. SCCC Faculty pursuing scholarly graduate-level study will be reimbursed for tuition costs up to a sum of \$2,500.00 per Academic Year upon approval by the Chief Academic Officer.

ARTICLE 9

ADMINISTRATIVE ASSISTANCE

The College recognizes its responsibility to provide administrative support services for the faculty in carrying out their college responsibilities. Therefore, the College shall provide administrative support services for:

- 1) Students needing assistance, such as obtaining and completing the SCCC Grade Appeal Form or arranging meetings with faculty.
- 2) Faculty needing to requisition supplies and equipment.
- 3) Faculty duplicating instructional materials.
- 4) Faculty preparing and duplicating materials for College committees and College events.
- 5) Department Chairs, Program Coordinators, and Lead Faculty needing assistance with notification of students of canceled courses and options for restructuring student schedules.
- 6) Department Chairs, Program Coordinators, and Lead Faculty needing assistance with departmental textbook orders for the College Bookstore.
- 7) Department Chairs, Program Coordinators, and Lead Faculty needing assistance with obtaining departmental course textbook desk copies for adjunct faculty and for concurrent faculty as needed.

ARTICLE 10

SEARCH COMMITTEES FOR FULL-TIME FACULTY

- A) Faculty may be called upon to help canvass for candidates, interview applicants, make recommendations, and otherwise assist in the search for new full-time faculty. Other professional staff members may be requested to help with this process, but with no obligation to do so.
- 1) When a search committee is formed for the hiring of full-time faculty, no majority of the committee shall be comprised of Program Coordinators, Lead Faculty and/or Department Chairs. Each search committee shall:
 - a) Review all applications;
 - b) Interview selected applicants;
 - c) By majority vote recommend two (2), but no more than four (4), qualified candidates to the CAO;
 - d) In the event that at least two (2) qualified candidates cannot be identified, the committee may recommend one (1) candidate to the CAO or recommend that the search be reopened.
 - 2) The parties agree that the above procedure does not:
 - a) Limit the College's right to select candidates other than those recommended by the search committee;
 - b) Prevent the College from requesting that a particular candidate be interviewed by the search committee.

3) Search committees are expected to complete their work in a timely manner.

Whenever possible, the search committee should review and schedule interviews within one month of the published closing dates of the search, and recommend their final selection(s) within two (2) months of the published closing date of the search.

ARTICLE 11

PROCEDURES FOR FULL-TIME FACULTY REAPPOINTMENT

- A) The CAO shall transmit to each tenured faculty member via the member's SCCC e-mail account no later than August 1st of each year a notice specifying the financial terms of the faculty member's reappointment for the upcoming academic year, together with the written criteria for faculty reappointment. Tenured faculty shall reply to the notice via SCCC e-mail no later than August 15th, confirming acceptance of the reappointment.
- B) The College shall mail and e-mail to each non-tenured faculty member (via the member's SCCC e-mail account) a written employment contract no later than August 1st of each year, together with the written criteria for faculty reappointment. The non-tenured faculty member shall return a signed employment contract to the College by August 20th.
- C) The College has the sole right to determine the criteria for the annual reappointment of faculty provided that the determined criteria do not violate any provision of this Agreement and/or state or federal law.

ARTICLE 12

PROCEDURES FOR NON-REAPPOINTMENT OF NON-TENURED FACULTY

- A) The College shall notify any non-tenured full-time faculty member in writing by February 15th (or the first work day thereafter) of each year if the College decides not to reappoint that member for the following academic year. The College shall not be required to provide reasons for non-renewal decisions.
- B) The College will at all times comply with the provisions of the state tenure law and the NJ Open Public Meetings Act. The latter requires that affected faculty members receive written notice advising them that the College's Board of Trustees will meet in Executive Session to discuss the faculty member's employment status. The faculty member has the right to request in writing that the Board's discussion occur instead in public session. The faculty member also has the right to attend the public session and to comment on the decision not to reemploy. Other bargaining unit members shall also be entitled to speak at the Board of Trustees meeting during the period of time reserved for public comments from the floor. Any person speaking shall be subject to any time restraints or other requirements as may be imposed by the Board in order to ensure that all parties who wish to address the Board are given the opportunity to do so. The College agrees to provide any affected faculty members with written notification not later than one (1) week prior to the date that the Executive Session is scheduled to address the issue.
- C) If, during the course of the 5th year of employment, the faculty has applied for tenure, then the provisions of Article 13 (Tenure) shall supersede the requirements of this Article.

- D) Failure of the College to issue notices of non-reappointment by the February 15th date stipulated above shall require a renewal of the faculty member's contract for the following academic year.
- E) Nothing in this Article is intended to supersede New Jersey education laws and regulations providing for the termination of contracts for cause.
- F) The College and the Federation agree that pursuant to *N.J.A.C. 9A:7-3.1 et seq.*, the establishment of criteria for granting tenure is the sole prerogative of the Board of trustees of the College and is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 13

TENURE

- A) The College shall grant tenure to full-time faculty (i.e. those who hold academic rank and appointment to faculty positions), in accordance with all applicable New Jersey statutes and New Jersey Administrative Code requirements, as well as the criteria established by the Board of Trustees in its sole discretion.
- B) Tenure may be awarded only to individuals whose performance as a non-tenured faculty member demonstrates the ability and willingness to make a continuing contribution to the positive growth and development of the College.
- C) Procedure:
- 1) To be considered for tenure, eligible faculty members must submit a “Letter of Intent to Apply for and Become a Candidate for Tenure” to the CAO and to the Faculty Tenure, Promotion and Reappointment Committee (TPR) on or before August 15th of the fifth year of continuous service in a full-time faculty position. Tenure candidates who began their full-time service in January instead of August also shall submit their letter of intent on or before the first day of classes of the fall semester prior to the anniversary of their fifth year of continuous employment.
 - 2) Tenure candidates will submit to the TPR by September 1st a portfolio containing evidence of continuous effective classroom teaching including but not limited to: copies of curriculum vitae, samples of course outlines and exams, classroom evaluations, and summary statistics of student evaluations covering the entire period of employment as a non-tenured faculty member. The portfolio must also

contain a narrative written by the applicant which discusses the aforementioned documentation and which addresses how his/her presence as a faculty member will enhance the institution. The narrative should address the areas outlined below:

- a) Excellence in teaching and innovation in classroom methodology through objective evidence such as but not limited to outcomes assessment of student learning. As a teaching institution, the College requires that candidates must demonstrate excellence in teaching in order to be awarded tenure. In addition, candidates must be outstanding in two of the following three areas identified in paragraphs b through d below.
- b) Professional development and scholarly achievement as demonstrated through conferences and workshops attended, graduate courses taken, publications, exhibitions, presentations or involvement in professional associations.
- c) Service to the College and contributions to the academic department/division as demonstrated through non-compensated committee work, activities and involvement with peers and/or students, or contributions to campus life beyond instruction, scholarly or community activity. Candidates may include reference to grant proposals, curriculum development, development of new courses, and may include other items such as but not limited to letters of recommendation, documentation of activities with students, and evidence of professional improvement.

- d) Service and/or Outreach Activities to the Greater Sussex County Community in a manner which demonstrates that the presence of the candidate enriches not only the College but the community as a whole.
- 3) The TPR will consist of four (4) tenured faculty, two (2) from each Division, to be elected by full-time faculty during fall orientation at the Academic Affairs/Faculty Meeting. Elections shall be for three (3) year terms. Two (2) administrators will be appointed to the TPR by the College President. The College President also shall designate an academic Dean who shall chair the committee but who shall not vote except in the case of a tie. Full-time faculty members serving on the TPR shall not be required to serve on any other College committees during the period of their service on the TPR when there are three (3) or more applications for tenure, promotion or reappointment.
- 4) The Chair of the TPR will convene the TPR on or before September 30th of each year.
- 5) The College agrees that the evaluation form to be completed by the TPR will be consistent with the criteria established in this Article, Sections B and C.
- 6) The TPR shall:
 - a) Evaluate application materials and confirm each applicant's eligibility for tenure;
 - b) Review each candidate's portfolio and professional file (including all existing observations by academic administrators, faculty peers and department chairs);
 - c) Interview each candidate and each candidate's division dean;

- d) Further evaluate all materials and request, if necessary, any additional items from each candidate and
- e) Vote whether to recommend tenure in accordance with the following terms:
 - (i) All voting shall be by secret ballot;
 - (ii) Abstentions will not be permitted;
 - (iii) Each Committee member will cast two identical ballots for each candidate and will sign only one of the ballots;
 - (iv) The Committee Chair will collect all ballots and will verify that each member's pair of ballots contains the identical vote;
 - (v) The Committee Chair will place all signed ballots into an envelope, seal the envelope, and sign a statement that he/she witnessed that the two votes of each member were identical and that he/she placed each of the signed ballots into the envelope and personally sealed it.
 - (vi) The Committee Chair will tally the unsigned ballots and discuss the results with the Committee, which then will prepare a written recommendation on each candidate being considered for tenure.
 - (vii) The recommendation shall address relevant tenure criteria and whether and how the candidate has met the criteria. The recommendation shall include a formal record of the tally of the vote and shall be signed by all Committee members.

- (viii) The Committee Chair will forward the tally and the written recommendation along with sealed envelope of signed ballots and the chair's statement to the CAO by December 1st.
 - (ix) A minority report from the members of the Committee may also be forwarded to the CAO if a minority of the Committee chooses to prepare one. In such cases, the minority report shall be given to the Committee Chair in time for the Chair to submit it to the CAO on or before the December 1st due date.
 - (x) The sealed envelope containing the signed ballots will be attached to the recommendation.
 - (xi) The sealed envelope containing the signed ballots will be opened only in the event of a legal challenge to the outcome of the tenure process.
- 7) The CAO shall review the recommendations of the TPR along with any minority report or reports and any other relevant materials.
- a) If the CAO concurs with a positive recommendation by the TPR, the CAO shall state his/her concurrence to the College President and the Committee in writing within 15 working days following December 15th.
 - b) If the CAO concurs with a negative recommendation by the TPR, the CAO shall state his/her concurrence to the College President and the Committee in writing within fifteen (15) working days following December 15th.
 - c) If the CAO does not concur with a positive recommendation by the TPR, the CAO shall state his/her reasons for non-concurrence to the College President

and the Committee, in writing, within fifteen (15) working days following December 15th.

- d) If the TPR issues a negative recommendation on a candidate, and the CAO feels there are sufficient positive reasons for recommending the candidate, the CAO shall state in writing his/her reasons for recommending tenure to the College President and the Committee within fifteen (15) working days following December 15th.
- e) In all cases described in Sections E-7-a through E-7-d above, the CAO shall forward all recommendations and any minority reports of the TPR to the College President within fifteen (15) working days of December 15th.
- f) The College President shall review each candidate's portfolio and all recommendations and consider all evidence contained therein and present to the Board of Trustees at the January Board meeting, his/her recommendation(s) for candidate(s) to be granted tenure. If the College President decides not to recommend a candidate for tenure, he/she shall inform the individual in writing prior to the January Board meeting stating the reason(s) for decision not to recommend. The decision of the College President shall be considered final and shall not be subject to any grievance and arbitration provisions of this Agreement.
- g) Notwithstanding any provision of this Article, all decisions regarding the granting or denial of tenure including but not limited to selection criteria (whether herein stated), weight given to such criteria and the individuals chosen to review such criteria, are within the sole prerogative of the College

and shall not be subject to any grievance or arbitration provisions of this Agreement.

ARTICLE 14

PROMOTION

- A) A full-time faculty member must have the minimum background and experience established by the College to be considered for promotion. The criteria for promotion to all faculty ranks will be included in the Faculty Handbook. The College agrees to notify the Federation of any change to the criteria for promotion no later than April 1st of any academic year. Any change to such criteria shall not affect any unit member who has an application for promotion in process at the time the change is announced.
- B) Consideration for promotion is limited to tenured faculty members only. Faculty members hired at any tenure track rank below Full Professor and applying for tenure may concurrently apply for promotion in rank to the level immediately above the rank they hold at the time of their tenure application, provided they meet all of the specified criteria for promotion in rank at the time they apply, and provided further that promotion will not occur until the time tenure is attained. All other considerations for promotion are limited to tenured faculty members only.
- C) Procedures
- 1) Any full-time faculty members who meet the criteria for promotion in rank may apply for promotion. Faculty members must have completed the required number of years in current rank before making application for promotion.
 - 2) Faculty members who wish to apply for promotion must submit a letter of intent to apply for promotion to the CAO on or before October 1st (or the first work day

after October 1st), and must submit a portfolio in support of the application by November 1st (or the first work day thereafter).

- 3) The TPR shall be responsible for reviewing the professional files and student evaluation records of all applicants for promotion by March 1st of each year. Any faculty member who was denied tenure during the current year automatically will be ineligible for and denied a promotion for the same year.
- 4) The TPR shall decide whether to recommend promotion in accordance with the following terms:
 - a) All voting shall be by secret ballot;
 - b) Abstentions will not be permitted;
 - c) Each Committee member will cast two identical ballots for each candidate, and will sign only one of the ballots;
 - d) The Committee Chair will collect all ballots and verify that each member's pair of ballots contains the identical vote;
 - e) The Committee Chair will place all signed ballots into an envelope, seal the envelope, and sign a statement that s/he witnessed that the two votes of each member were identical and s/he placed each of the signed ballots into the envelope and personally sealed the envelope;
 - f) The Committee Chair will tally the unsigned ballots and discuss the results with the Committee, which then will prepare a written recommendation on each candidate being considered for promotion;
 - g) The recommendation shall address relevant promotion criteria and whether and how the candidate has met these criteria since his/her last promotion. The

recommendation shall include a formal record of the tally of the vote and shall be signed by all Committee members.

- h) The Committee Chair will forward the tally and the written recommendation, along with sealed envelope of signed ballots and the Chair's statement, to the CAO by March 1st.
- i) The sealed envelope containing the signed ballots will be attached to the recommendation.
- j) The sealed envelope containing the signed ballots will be opened only in the event of a legal challenge to the outcome of the promotion process.

5) Standard Promotion Procedure:

a) Professional Files

- (i) Prior to the Fall semester, it is the applicant's responsibility to make certain that his/her professional file, which is maintained in the office of the CAO, contains any information and support the applicant wishes the Committee to consider during the course of its deliberation. Applicants may add to their professional file but may not remove anything from that file.

b) Promotion Narrative

- (i) Applicants are required to prepare a narrative of 7 to 15 pages, which addresses each of the criteria for promotion and how the applicant satisfied each criterion since the last promotion or award of tenure. Each candidate may, if s/he wishes, add to the narrative any materials that support his/her candidacy.

- 6) The CAO will review the Committee's report and recommendations, prepare a report that includes both the Committee's recommendations and the CAO's own recommendations, and forward the report to the President by April 15th.
- 7) The President will prepare and forward a final list of candidates recommended for promotion to the Board of Trustees prior to the May Board meeting. The Board of Trustees will act upon the recommendation on or before May 31st. The decision of the Board of Trustees will be final and binding and not subject to the grievance and arbitration procedures of this Agreement.
- 8) The College will make a good faith effort to notify each candidate of the Board's decision regarding promotions within forty-eight (48) hours after the Board meeting at which such decisions are approved. Faculty members who are not promoted shall be scheduled for an interview with the CAO as soon as possible but generally not longer than two (2) weeks following notification.
 - a) At that meeting a timetable will be established for the development of a Professional Growth Plan.
 - b) The reasons for non-promotion shall be stated in writing upon the written request of the faculty member involved. Any faculty member who was denied tenure during the current year will not be scheduled for an interview or otherwise subject to the procedures stated in this paragraph.
- 9) Promotions shall become effective on the first day of the next academic year.
- 10) The parties agree that the promotion procedure in this Article sets forth the method by which faculty shall have input into promotion decisions and ensures that the College considers faculty recommendations. This Article is not intended

to limit the College in the exercise of its managerial prerogatives. All decisions related to the exercise of the College's managerial prerogative are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 15

ACADEMIC CALENDAR

The Federation shall receive from the College a copy of each year's proposed Academic Calendar at the time of its transmittal to the members of the Board of Trustees for the Board's consideration.

ARTICLE 16

INCLEMENT WEATHER AND EMERGENCY CLOSINGS

- A) The College has the right to either cancel classes or remain open during inclement weather or other emergencies. Faculty members who cannot reasonably attend classes during inclement weather must notify the Faculty Secretary immediately. Faculty members will also make a reasonable attempt to notify students.
- B) If a faculty member cancels a class due to inclement weather when the College remains open, s/he is responsible for making up lost class time through the use of any and all educational modalities s/he deems appropriate, and will notify the appropriate Division Dean. (The same rule applies for sick leave.)
- C) If the College deems it necessary to cancel classes due to an emergency, such as, but not limited to, inclement weather, natural disaster, terrorist act, or pandemic, the College will utilize all appropriate means to notify faculty of this closure. Faculty members will not be held responsible for making up this class time; however, if repeated closures (such as multiple loss of classes on Wednesdays during a semester due to inclement weather) result in an excessive loss in class time, the CAO or his/her designee will confer with all affected Division Deans about possible remedies. The Deans will then discuss possible remedies with the affected faculty.
- D) Should emergencies such as, but not limited to, failure of electrical or heating/cooling systems arise during the time that College is open, which according to federal, state or local statutes or codes endanger the health or safety of unit members or students, unit members will not be required to perform their duties under such conditions.

- E) If conditions as described in Section D above occur, the faculty member will communicate with the appropriate Division Dean or his/her designee who will determine if the faculty's proposed alternative arrangements are satisfactory until the unsafe condition is corrected.
- F) In the event of a disaster or other catastrophic event during which the College is either directed to close by government authorities or elects to close, emergency closure procedures will be communicated to all faculty and staff in a manner appropriate to the specific situation.

ARTICLE 17

COMPENSATION FOR ADMINISTRATIVE DUTIES

A) For the purpose of this Agreement, administrative functions are those traditionally performed by academic administrators. A member of the teaching faculty shall fulfill administrative functions only voluntarily; however, if the College determines that administrative functions are required to be performed by a teaching faculty member and no qualified individual volunteers, the College has the right to assign such duties at its discretion.

1. For purposes of the Agreement, the following definitions will apply:

a) Primary Program shall mean a degree-granted program of the College (e.g. A.A., A.F.A., A.S., A.A.S., or any additional accredited degree the College may elect to offer).

b) Option shall mean a curriculum-approved concentration within a Primary Program, as set out in the College Catalogue.

c) An “embedded program” will be defined as a degree, certificate, or option for which required courses are wholly incorporated into the required courses of another program.

B) When a teaching faculty member fulfills administrative functions, s/he shall be compensated either at the rate of one (1) credit overload for every thirty-five (35) hours of administrative non-teaching duties assigned or granted fair and equitable reassigned time as determined by mutual consent, except as stated in C-4 and C-5

below. If after appropriate discussions between the teaching faculty members and the College, agreement cannot be reached regarding whether to grant reassigned time or overload compensation, the College shall decide between reassigned time and compensation.

- 1) No overload assigned in the absence of mutual consent shall exceed three (3) credit hours during any given semester.

C) In order to be compensated for performing administrative functions, teaching faculty must obtain the prior written approval of the Division Dean or the CAO.

Administrative functions shall include, but not be limited to:

- 1) The writing and administering of grants;
- 2) Extensive analysis and interpretation of assessment outcomes data;
- 3) Authorship of extensive special reports or parts thereof;
- 4) Faculty, if they so choose, may serve as an advisor to additional students in excess of the established faculty advisee base load-required of all full time faculty.

Notwithstanding Article 17, Section B above, faculty advising additional students will be compensated at a rate of 0.01875 credit hour of overload or reassigned time for each one additional student assigned and advised during each semester.

To receive compensation for additional advising, all of the additional students must be approved by the College, following the faculty member's submission of documentation indicating the student's name, ID number, date, and general comments about the type of advisement provided as required by the College to demonstrate fulfillment of such advisement responsibilities for all students advised. Faculty may be compensated for meeting with, and advising, and/or

registering, no more than forty (40) students above the established faculty advisee base load as described in Article 17, Section C.4 unless otherwise approved to exceed this limit by the CAO or her/his designee.

- 5) Observation and evaluation of more than two (2) adjunct faculty/concurrent instructors as assigned by the Department Chair with the approval of the Division Dean, and timely preparation and submission of a written evaluation report. Notwithstanding Article 17-B above, faculty performing adjunct faculty/concurrent instructor evaluations in excess of the base load of two (2) will be compensated at the rate of one-tenth (.10) credit hour of overload or reassigned time for each additional adjunct faculty observation/evaluation, payable only after submission of the written evaluation report.
- 6) Faculty who actively develop an articulation agreement from initiation through the signing of the agreement with a four-year college will receive one-half (0.5) of one (1) credit compensation upon the signing of the agreement. No credit will be granted for faculty participation in renewals that do not require substantial revision(s).

D) Faculty who develop Degree programs shall receive three (3) credits of overload or reassigned time for one (1) semester per degree developed, regardless of how long it takes the faculty member to complete the development and approval process. Permission to develop a new degree program must be obtained in advance from the Division Dean and/or CAO prior to the development of any such degree program. Also, the faculty member who undertakes the development of a new degree program shall be responsible for preparing a formal needs assessment in addition to

performing any other activities that may be required by the Division Dean and/or the CAO in order to develop the new degree program and have it approved.

- E) Faculty who develop Certificate programs shall receive two (2) credits for one (1) semester for each certificate program developed (except in those cases where the certificate is entirely embedded within a degree program), regardless of how long it takes the faculty member to complete the development and approval process. Permission to develop a new certificate program must be obtained in advance from the Division Dean and/or CAO prior to the development of any such certificate program. Also, the faculty member who undertakes the development of a new certificate program shall be responsible for preparing a formal needs assessment in addition to performing any other activities that may be required by the Division Dean and/or CAO in order to develop the new certificate program and have it approved.
- F) Faculty who develop Certificate of Achievement programs shall receive one (1) credit for one (1) semester for each Certificate of Achievement program developed (except in those cases where the Certificate of Achievement is entirely embedded within a new Degree program or new Certificate program), regardless of how long it takes the faculty member to complete the development and approval process. Permission to develop a new Certificate of Achievement program must be obtained in advance from the Division Dean and/or CAO prior to the development of any such certificate program. Also, the faculty member who undertakes the development of a new Certificate of Achievement program shall be responsible for preparing a formal needs assessment in addition to performing any other activities that may be required by the

Division Dean and/or CAO in order to develop the new certificate program and have it approved.

- G) Faculty assigned by the College as Assessment Liaisons for their departments, or for specific curricula, will receive one (1) credit of overload per semester. Faculty assigned as the Faculty Assessment Coordinator will receive three (3) credits of overload per semester.

ARTICLE 18A

**COMPENSATION AND CONDITIONS OF EMPLOYMENT FOR FACULTY
SERVING AS DEPARTMENT CHAIRS**

- A) A member of the teaching faculty shall fulfill administrative functions only voluntarily; however, if the College determines that administrative functions are required to be performed by a teaching faculty member and no qualified individual volunteers, the College, notwithstanding Section B of this Article, has the right to assign such duties and to appoint Department Chairs at its discretion. Department Chairs are faculty responsible for monitoring Programs of Instruction within their Department, including degree programs, program options and/or certificates. Department Chairs report directly to the appropriate Division Dean.
- B) Selection and Terms of Department Chairs
- 1) All full time, tenured faculty within a department are eligible to apply for the position of Department Chair. The term of service will be for a three-year period. No one may serve more than two consecutive terms except with the consent of the person him/herself, and three-quarters (3/4) of all the department's tenured and tenure-track faculty, and the Division Dean, and the CAO.
 - 2) Department Chairs will be elected by the tenured and tenure-track faculty members of the department. Interested faculty members will submit their names to their Division Dean by May 1st during a year when a term is concluding; the CAO will conduct elections by secret ballot before May 10th. In the event of a tie, one more ballot will be conducted and if the result remains a tie, the

appropriate Division Dean will choose the finalist. The Division Dean will have the right to refuse the appointment of an elected faculty member if the Dean has a reasonable basis to believe the faculty member will not perform the duties satisfactorily; in this event another election will be held.

- a) The Dean will also have the right to remove a Department Chair during a term of office for documented failure to perform the job duties satisfactorily, and to appoint an interim Department Chair to serve for the balance of the academic year.
- b) Department faculty members have the right to recall a Chair for documented failure to perform the job duties satisfactorily, by a vote of three quarters of the department tenured and tenure-track faculty, upon proof of repeated attempts at corrective action. If a Department recalls its Chair, the department faculty may hold a new election in accordance with the procedures stated above, within ten (10) business days following the recall vote, or the Division Dean will appoint an interim Department Chair to serve for the balance of the academic year either at the request of the department faculty, or following the ten (10) day period if no vote is taken.
- 3) Department Chairs shall address their performance in the role of Chair as part of the periodic self-evaluation process.

C) Teaching Responsibilities (as per Article 8)

Faculty serving as a Department Chair will teach no fewer than twelve (12) credits and no more than twenty-five (25) credits per academic year, excluding winter and summer sessions. Compensation for Department Chair assignments, outlined in

Section E of this article, shall be included in the mandatory full-time faculty base load of thirty (30) credits per year (see Article 5), excluding the winter and summer sessions.

D) Department Chair General Responsibilities

The general responsibilities of Department Chairs shall include, but not be limited to, the following. However, any additional responsibilities not stated here shall be determined by mutual consent;

- 1) Development and modification, as necessary, of on campus, online/distance, and concurrent enrollment course schedules;
- 2) Interviewing, credentialing, and recommending adjunct faculty for employment;
- 3) Credentialing concurrent instructors and recommending/not recommending their approval to teach college credit courses at their respective high school;
- 4) Oversight of Advanced Placement (AP) course transfer/acceptance;
- 5) Periodic review of College Level Examination Program (CLEP) exams for congruence to appropriate SCCC courses and minimum acceptable scores;
- 6) Review student and classroom evaluations, as necessary during the year, of adjunct faculty and concurrent instructors. Department Chairs shall not evaluate or review bargaining unit members. In this respect, the College and the Faculty Federation agree to practice the recommendation of the American Association of University Professors (AAUP) that the work of all faculty including contingent faculty, should require a “conscientious and thorough review...conducted by faculty peers structured (in such a way as) to permit

faculty members to demonstrate their competence and accomplishments in their respective fields. The records of reviews should validate faculty members' effectiveness in their positions." (Source: AAUP Policy Documents and Reports, 2009, p. 105);

- 7) Mentoring of adjunct faculty and concurrent instructors who so agree to be mentored;
- 8) Regular attendance at all College Open House events as required and voluntary attendance at student orientation events;
- 9) Resolution of student complaints and other issues related to any credit-bearing courses offered within the department which are taught by adjunct faculty (concurrent courses excluded). Department Chairs will neither resolve nor gather information on grade appeal or student complaints pertaining to other bargaining unit members. Department Chairs will be involved only in the grade appeal process for adjunct faculty they have recommended for hire. Grade appeals will go from Department Chairs to the Division Dean;
- 10) Consultation, as requested, with the Division Dean and CAO with respect to course cancellations and the addition of extra sections. Upon notification from the CAO or his/her designee of a course cancellation or the addition of sections, Department Chairs shall be responsible for notifying students of class cancellations and rescheduling as needed with administrative support. Department Chairs shall not have the authority to cancel courses or add extra sections without the prior approval of the CAO or his/her designee;
- 11) Budget planning in collaboration with department faculty and Division Dean;

- 12) Participation in and consultation with the Division Dean and CAO concerning curriculum revision and development, and coordination with Division Dean on items to be brought to the Curriculum Committee;
- 13) Review assessment data and reports with the Department Assessment Liaison;
- 14) Book order supervision, including review of text book lists and consolidation of department textbook orders, with administrative support;
- 15) Requisition of needed supplies and equipment for the department, with administrative support;
- 16) Consultation, as requested, with the Division Dean and CAO, concerning long-range planning;
- 17) Confer with Department-related Program Reviewers;
- 18) Advocate on behalf of the department with College administration and the Board;
- 19) After being provided with 10th-day enrollment data, review course enrollments from previous academic year and adapt following year's course offerings accordingly;
- 20) Department Chairs' summer responsibilities may include but are not necessarily limited to:
 - a) Review of student and faculty evaluations of adjunct faculty members;
 - b) Recruit, interview, and orient new adjunct faculty;
 - c) Finalize adjunct faculty assignments for fall semester;

- d) Mentor and submit a written faculty classroom observation of each summer adjunct faculty member teaching a course at the College for the first time;
 - e) Monitor summer course offerings, discuss cancellations with Division Dean, add sections as necessary, and assume responsibility for notification of students whose course sections have been cancelled;
 - f) Respond to student issues, questions and concerns regarding summer courses;
 - g) Develop the spring course schedule for following academic year;
 - h) Monitor the status of book orders in cooperation with the campus bookstore;
 - i) Order desk copies for adjunct faculty members for the fall semester, with administrative support;
 - j) Summarize information obtained by the end of the spring semester regarding departmental budget needs in preparation for the fall budget development process; conferring with the Division Dean as necessary;
 - k) Provide information from the department faculty to Division Deans regarding fall and spring faculty orientation and new faculty orientation;
- 21) Department Chairs shall be available on campus, as needed, for five (5) business days immediately following the end of May faculty obligation, five (5) business days immediately preceding the start of the fall faculty orientation week, and for six (6) business days in the summer. During the balance of the summer, Department Chairs are expected to be reasonably

available on campus and regularly responsive by phone and email for questions and assistance and to perform other services as stated in this Article.

22) During the winter session, Department Chairs are expected to be reasonably available on campus for the three (3) business days immediately preceding the start of spring faculty orientation week. During the balance of the winter session, Department Chairs are expected to be regularly responsive by phone and e-mail for questions and assistance and to perform other services as stated in this Article.

23) During the regular fall and spring semesters, Department Chairs shall be available on campus four (4) to five (5) days per week.

24) Department Chairs shall conduct one department meeting per month with full-time faculty during the regular fall and spring semesters. In those cases where the cancellation of monthly meeting may be required due to personal circumstances, travel to a professional conference, or illness, the Chair will notify the Division Dean and department members at least two (2) days prior to the scheduled meeting date, or as soon as possible thereafter in cases of unexpected absence.

25) Department Chairs shall conduct at least one faculty meeting each semester when adjunct faculty members are invited to attend.

26) Department Chairs shall attend one meeting of the Academic Affairs Council per month through the calendar year.

E) Compensation

- 1) The College and the Federation agree that administrative workloads for Department Chairs shall be assigned on a fair and equitable basis. To this end, it is the mutual responsibility of the CAO, Division Deans, and Department Chairs, to meet periodically to review administrative workloads and adjust administrative assignments if necessary.
- 2) Faculty serving as Department Chair shall receive six (6) credits base compensation, to be taken as reassigned or release time, during each regular semester of the academic year (fall and spring) and one-half (0.5) of one (1) credit for each winter session they serve as Chair. The winter one-half credit will be applied to the Spring Load Report. Those Chairs who are responsible for more than 10,000 credit hours in a fiscal year shall receive two (2) credits applied to their fall load report. Faculty serving as a Department Chair shall receive three and a half (3.5) credits base compensation for service during the aggregate of summer semesters. For the purposes of this Article, the summer shall include the period of service commencing on the third day after graduation and ending on the first day of faculty obligation prior to the start of the fall semester.
- 3) In the event that a Program Coordinator is elected to serve as Department Chair, s/he shall receive the stipend for Department Chairs as stated herein, and shall receive only 1.5 credits of compensation for Coordinator duties per semester.
- 4) Faculty serving as a Department Chair shall receive additional compensation (taken as reassigned/release time) for each semester of the academic year (fall

and spring) when the total number of faculty (including full-time and adjunct) in their respective departments reach the levels specific below:

- a) When a Department Chair schedules courses for 15-29 total faculty, other than themselves (regardless of the number of sections taught by each faculty member), he/she shall receive one (1) additional credit of reassigned/release time for that semester. Courses scheduled and staffed by Program Coordinators and concurrent courses are not eligible for inclusion the Department Chair compensation calculation.
- b) When a Department Chair schedules courses for 30-44 total faculty, other than themselves (regardless of the number of sections taught by each faculty member), he/she shall receive two (2) additional credits of reassigned/release time for that semester. Courses scheduled and staffed by Program Coordinators and concurrent courses are not eligible for inclusion in the Department Chair compensation calculation.
- c) When a Department Chair schedules courses for 45-55 total faculty, other than themselves (regardless of the number of sections taught by each faculty member), he/she shall receive three (3) additional credits of reassigned/release time for that semester. Courses scheduled and staffed by Program Coordinators and concurrent courses are not eligible for inclusion in the Department Chair compensation calculation.
- d) When a Department Chair schedules courses for 56 or more total faculty, other than themselves (regardless of the number of sections taught by each faculty member), he/she shall receive four (4) additional credits of

reassigned/release time for that semester. Courses scheduled and staffed by Program Coordinators and concurrent courses are not eligible for inclusion in the Department Chair compensation calculation.

- e) If two or more different Department Chairs schedule the same adjunct faculty member in different sections teaching different disciplines, each Department Chair may claim the individual as a separate scheduled faculty member.

ARTICLE 18B

**COMPENSATION AND CONDITIONS OF EMPLOYMENT FOR FACULTY
SERVING AS PROGRAM COORDINATORS**

- A) A member of the teaching faculty shall fulfill administrative functions only voluntarily; however, if the College determines that administrative functions are required to be performed by a teaching faculty member and no qualified individual volunteers, the College has the right to assign such duties and to appoint Program Coordinators at its discretion with the consent of the appointee. Program Coordinators are faculty responsible for monitoring Programs of Instruction within their specified Program including degree programs, options and/or certificates. Program Coordinators consult with their Department Chairs and report directly to the appropriate Division Dean.
- B) Selection and Terms of Program Coordinators
- 1) Full time faculty not previously hired into the position are eligible to be appointed for the position of Program Coordinator. The term of service will be for a three-year period except for those hired into the position. Those appointed to the Program Coordinator position may serve no more than two consecutive terms except with the consent of the person him/herself, the Division Dean, and the CAO.
 - 2) The Division Dean will also have the right to remove a Program Coordinator during a term of office for documented failure to perform the job duties satisfactorily, and to appoint, upon consent of the individual, an

interim Program Coordinator to serve for the balance of the academic year.

- 3) Program Coordinators shall address their performance in the role of Coordinator as part of the periodic self-evaluation process.

C) Teaching Responsibilities (as per Article 8)

D) Program Coordinator General Responsibilities

The general responsibilities of Program Coordinators shall include, but not be limited to, the following. However, any additional responsibilities not stated here shall be determined by mutual consent.

- 1) Development and modification, as necessary, of on campus, online/distance, and concurrent enrollment course schedules;
- 2) Interviewing, credentialing, and recommending adjunct faculty for employment.
- 3) Credentialing concurrent instructors and recommending/not recommending their approval to teach college credit courses at their respective high school;
- 4) Review student and classroom evaluations, as necessary during the year. Program Coordinators shall not evaluate or review bargaining unit members. In this respect, the College and the Faculty Federation agree to practice the recommendation of the American Association of University Professors (AAUP) that the work of all faculty including contingent faculty, should require a "conscientious and thorough review...conducted by faculty peers structured (in such a way as) to

permit faculty members to demonstrate their competence and accomplishments in their respective fields. The records of reviews should validate faculty members' effectiveness in their positions."

(Source: AAUP Policy Documents and Reports, 2009, p. 105);

- 5) Mentoring of adjunct faculty and concurrent instructors who so agree to be mentored;
- 6) Regular attendance at all College Open House events as required and voluntary attendance at student orientation events;
- 7) Resolution of student complaints and other issues related to any credit-bearing courses offered within the Program which are taught by adjunct faculty (concurrent courses excluded). Program Coordinators will neither resolve nor gather information on grade appeal or student complaints pertaining to other bargaining unit members. Program Coordinators will be involved in the grade appeal process for adjuncts they have recommended for hire in their Program. Grade appeals will go from Program Coordinator to the Division Dean;
- 8) Consultation, as requested, with the Department Chair, Division Dean and CAO with respect to course cancellations and the addition of extra sections. Upon notification from the CAO or his/her designee of a course cancellation or the addition of sections, Program Coordinators shall be responsible for notifying students of class cancellations and rescheduling as needed with administrative support. Program

- Coordinators shall not have the authority to cancel courses or add extra sections without the prior approval of the CAO or his/her designee;
- 9) Budget planning in collaboration with department faculty, Department Chair, and Division Dean;
 - 10) Participation in and consultation with the Department Chair, Division Dean and CAO concerning curriculum revision and development, and coordination with Division Dean on items to be brought to the Curriculum Committee;
 - 11) Review assessment data and reports with the Department Assessment Liaison;
 - 12) Book order supervision, including review of text book lists and consolidation of Program textbook orders, with administrative support;
 - 13) Requisition of needed supplies and equipment for the Program, with administrative support;
 - 14) Consultation, as requested, with the Department Chair, Division Dean, and CAO, concerning long-range planning;
 - 15) Confer with Program-related Program Reviewers;
 - 16) Advocate on behalf of the Program with College administration and the Board;
 - 17) After being provided with 10th-day enrollment data, review of course enrollments from previous academic year and adapt following year's course offerings accordingly;

- 18) Recruiting students for the Program(s) and serving as the primary contact person for information about the program, exclusive of the advising function;
- 19) Conducting Program adjunct faculty meetings;
- 20) Program Coordinators shall attend ten monthly meetings of the Academic Affairs Council as follows: Monthly meetings for September, October, November, December, February, March, April, and May; Meetings scheduled for fall orientation (August) and spring orientation (January).
- 21) Program Coordinators may engage in summer responsibilities as follows:
 - a) Review of student and faculty evaluations of adjunct faculty members;
 - b) Recruit, interview, and orient new adjunct faculty;
 - c) Finalize adjunct faculty assignments for fall semester;
 - d) Mentor and submit a written faculty classroom observation of each summer adjunct faculty member teaching a course at the College for the first time;
 - e) Monitor summer course offerings, discuss cancellation with Department Chair and Division Dean, add sections as necessary, and assume responsibility for notification of students whose course sections have been cancelled;
 - f) Respond to student issues, questions and concerns regarding summer courses;

- g) Monitor the status of book orders in cooperation with the campus bookstore;
- h) Order desk copies for adjunct faculty ~~members~~ for the fall semester, with administrative support;

E) Compensation

- 1) The College and the Federation agree that administrative workloads for Program Coordinators shall be assigned on a fair and equitable basis. To this end, it is the mutual responsibility of the CAO, Division Deans, and Program Coordinators, to meet periodically to review administrative workloads and adjust administrative assignments if necessary.
- 2) Compensation for student advisement and adjunct observations as described Article 5 (Faculty Assignments) shall not be capped for Program Coordinators.
- 3) Faculty serving as Program Coordinators shall receive three (3) credits base compensation, to be taken as reassigned or release time, during each regular semester of the academic year (fall and spring) and no compensation for the winter session which is considered part of the spring semester. Faculty serving as a Program Coordinators who fulfill summer duties outlined above shall receive one and a half (1.5) credits base compensation for service during the aggregate of summer semesters. Program Coordinators who do not engage in summer coordination shall not receive compensation for the summer.

- 4) Faculty serving as Program Coordinators shall receive additional compensation (taken as reassigned/release time) for each semester of the academic year (fall and spring) when the total number of faculty (including full-time and adjunct) in their respective Program reach the levels specific below:
- a) When a Program Coordinator schedules courses for 5-10 total faculty (regardless of the number of sections taught by each faculty member), he/she shall receive an additional half (0.5) credit of reassigned/release time for that semester.
 - b) When a Program Coordinator schedules courses for 11-15 total faculty (regardless of the number of sections taught by each faculty member), he/she shall receive one (1) additional credit of reassigned/release time for that semester.
 - c) When a Program Coordinator schedules courses for 16-20 total faculty (regardless of the number of sections taught by each faculty member), he/she shall receive an additional one and a half (1.5) credits of reassigned/release time for that semester.
 - d) When a Program Coordinator schedules courses for 21 or more total faculty (regardless of the number of sections taught by each faculty member), he/she shall receive two (2) additional credits of reassigned/release time for that semester.

- 5) Program Coordinators who oversee degrees, certificates and/or options, beyond their primary Programs of Instruction will be compensated for each additional degree, certificate or option overseen as follows: one-half (0.5) of one (1) credit for a degree or option with ten (10) majors, and one (1) credit for a degree or option with fifteen (15) majors.
- 6) Program Coordinators shall be compensated .10/credit for each five (5) students placed in an internship added to the load as reflected in the tenth day roster.

ARTICLE 18C

COMPENSATION AND CONDITIONS OF EMPLOYMENT FOR FACULTY SERVING AS LEAD FACULTY

A) A member of the teaching faculty shall fulfill administrative functions only voluntarily; however, if the College determines that administrative functions are required to be performed by a teaching faculty member and no qualified individual volunteers, the College has the right to assign such duties and to appoint Lead Faculty at its discretion with the consent of the appointee. Lead Faculty are faculty responsible for monitoring a specified subject area and/or a Program Option. Lead Faculty consult with their Department Chairs and report directly to the appropriate Division Dean.

B) Selection and Terms of Lead Faculty

- 1) Full time faculty are eligible to be appointed for the position of Lead Faculty. The term of service will be for a three-year period. Those appointed to the Lead Faculty position may serve no more than two consecutive terms except with the consent of the person him/herself, the Division Dean, and the CAO.
- 2) The Division Dean will also have the right to remove a Lead Faculty during a term of office for documented failure to perform the job duties satisfactorily, and to appoint, upon consent of the individual, an interim Lead Faculty to serve for the balance of the academic year.

- 3) Lead Faculty shall address their performance in the role of Lead Faculty as part of the periodic self-evaluation process.

C) Teaching Responsibilities (as per Article 8)

D) Lead Faculty General Responsibilities

The general responsibilities of Lead Faculty shall include, but not be limited to, the following. However, any additional responsibilities not stated here shall be determined by mutual consent.

- 1) Assist in the development and modification, as necessary, of on campus, online/distance, and concurrent enrollment course schedules;
- 2) Interviewing, credentialing, and recommending adjunct faculty for employment;
- 3) Credentialing concurrent instructors and recommending/not recommending their approval to teach college credit courses at their respective high school;
- 4) Assist in the review of student and classroom evaluations, as necessary during the year of adjunct faculty. Lead Faculty shall not evaluate or review bargaining unit members. In this respect, the College and the Faculty Federation agree to practice the recommendation of the American Association of University Professors (AAUP) that the work of all faculty including contingent faculty, should require a “conscientious and thorough review...conducted by faculty peers structured (in such a way as) to permit faculty members to demonstrate their competence and

accomplishments in their respective fields. The records of reviews should validate faculty members' effectiveness in their positions." (Source: AAUP Policy Documents and Reports, 2009, p. 105);

- 5) Mentoring of adjunct faculty and concurrent instructors who so agree to be mentored;
- 6) Regular attendance at all College Open House events and voluntary attendance at student orientation events;
- 7) Consultation, as requested, with the Department Chair, Division Dean and CAO with respect to course cancellations and the addition of extra sections. Upon notification from the CAO or his/her designee of a course cancellation or the addition of sections, Lead Faculty and faculty advisors within their respective departments shall be responsible for notifying students of class cancellations and rescheduling as needed with administrative support so that they may discuss advising issues with students at that time. Lead Faculty shall not have the authority to cancel courses or add extra sections without the prior approval of the CAO or his/her designee;
- 8) Assist with budget planning in collaboration with department faculty, Department Chair, and Division Dean;
- 9) Participation in and consultation with the Department Chair, Division Dean and CAO concerning curriculum revision and development, and coordination with Division Dean on items to be brought to the Curriculum Committee;

- 10) Review assessment data and reports with the Department Assessment Liaison;
- 11) Book order supervision, including review of text book lists and consolidation of subject area textbook orders, with administrative support;
- 12) Requisition of needed supplies and equipment for the subject area, with administrative support;
- 13) Consultation, as requested, with the Division Dean and CAO, concerning long-range planning;
- 14) Advocate on behalf of the subject area with College administration and the Board;

E. Compensation

- 1) The College and the Federation agree that administrative workloads for Lead Faculty shall be assigned on a fair and equitable basis. To this end, it is the mutual responsibility of the CAO, Division Deans, and Lead Faculty, to meet periodically to review administrative workloads and adjust administrative assignments if necessary.
- 2) Compensation for student advisement and adjunct observations as described in Article 5 (Faculty Assignments), shall not be capped for Lead Faculty.
- 3) All Lead Faculty shall be compensated at the rate of one (1) credit of reassigned or release time during each of the fall and spring semesters only. Faculty serving as a Lead Faculty do not have summer duties and shall not receive compensation for the summer.

- 4) Lead faculty who coordinate an Option attached to a primary program will receive one-half (0.5) of one (1) credit of overload or reassigned time for each semester when enrollment in the option reaches ten (10) unduplicated matriculated students, and one (1) credit of overload or reassigned time for each semester when enrollment reaches fifteen (15) or more unduplicated majors. No credits of overload or reassigned time will be granted in any semester when an option attached to a primary program has enrollment of less than ten (10) unduplicated matriculated students.

ARTICLE 19

HEALTH AND PENSION BENEFITS

- A) The Board shall provide each unit member with health and pension benefits as required by any applicable federal and state laws.
- B) During the term of this Agreement, the College will continue to provide health insurance coverage through the School Employees' Health Benefits Program (SEHBP) or through another State benefit program as statutorily required. The College may substitute a different insurance carrier so long as the benefits provided are substantially equivalent to or better than those provided at the time of the change of carrier. In the event the College is considering changing insurance carriers, it will consult with the Federation as part of its decision-making process. The College shall pay the cost of the premiums for unit members and their dependents for such insurance coverage, and unit members shall pay through a payroll deduction the required employee health benefit contribution mandated by P.L. 2011 c. 78 or any other statutory requirements. No changes in levels of benefits or employee contributions shall be made by the College during the life of this Agreement; provided, however, that during any periods when health insurance is provided through the SEHBP or other statutorily required State benefit program, any coverage changes imposed by the SEHBP or other statutorily required State benefit program shall become the new base plans without any obligation on the College to provide or pay for any supplemental coverage.

ARTICLE 20

SALARY

- A) The salary of unit members shall be paid in semi-monthly installments, on the schedule of the recurring College payroll, as earned, over a period of ten or twelve months, at the option of the unit member.
- B) The minimum starting salaries, to be paid for each academic rank, shall be as follows, effective July 1, 2018:
- 1) Rank:
 - a) Instructor: \$42,039
 - b) Assistant Professor: \$43,909
 - c) Associate Professor: \$51,017
 - d) Professor: \$57,477
- C) Salary Increases and Adjustments to Minimum
- 1) Faculty members who fall below the minimum for their assigned rank at the start of the 2018-2019 academic year shall be brought to the minimum salary identified in Section B above, regardless of the total amount of the negotiated increase.
 - 2) Faculty members who already exceed the minimum for their assigned rank at the start of the 2018-2019 academic year shall receive only the increase specified for the 2018-2019 year as identified in Section C-5 below.
 - 3) Faculty members who are brought to minimum and who have not received an adjustment equal to that specified for the 2018-2019 year shall receive an addition to base salary until the specified increase has been met.

- 4) Promotional increases set out in Section F below; and longevity increases set out in Section G below, shall be applied to faculty base salaries before the percentage increases are applied to base salaries in each year of this Agreement.

D) Salary Increases: Faculty members shall receive increases to base pay in each academic year as specified below. Salary increases shall be made in accordance with the provisions of Sections C-1 through C-4 above.

- 1) 2018-2019: \$1000 applied to base salary, then a .5% increase applied to base salary.
- 2) 2019-2020: \$1025 applied to base salary, then a .5% increase applied to base salary.
- 3) 2020-2021: \$1050 applied to base salary, then a .5% increase applied to base salary.
- 4) Nothing within this salary agreement shall prohibit, infringe upon, or fail to preserve all legal and standard management rights with respect to personnel administration, subject to any obligation imposed by *N.J.S.A. 34:13A-5.3*.

E) Administrative Duties Compensation Rate

- 1) When a teaching faculty member fulfills administrative functions, as set forth in Article 18 or elsewhere in this Agreement, s/he shall be compensated at the administrative dollar per hour value, or its associated credit per hour value:
 - a) 2018-2019: \$29.06/hour or \$1,017/credit.
 - b) 2019-2020: \$29.71/hour or \$1,040/credit.
 - c) 2020-2021: \$30.37/hour or \$1,063/credit.

F) Overload Rate

- 1) The overload rate for all bargaining unit members shall be according to the following schedule:
 - a) 2018-2019: \$1,017 per credit hour, effective July 1, 2018 through June 30, 2019.
 - b) 2019-2020: \$1,040 per credit hour, effective July 1, 2019 through June 30, 2020.
 - c) 2020-2021: \$1,063 per credit hour, effective July 1, 2020 through June 30, 2021.
- 2) Faculty shall receive one (1) credit of overload for a fourth writing-intensive course in one semester and two (2) credits of overload for a fifth writing-intensive course in one semester for a potential total of three (3) credits of overload in one semester.
 - a) "Writing-intensive courses" shall consist of the following: Critical Reading and Writing I; Critical Reading and Writing II; English Composition I; Creative Writing; Technical Writing and Communication; Legal Research and Writing II; and Perspectives on Race, Gender, Class and Culture.
- 3) Faculty who advise students in excess of the established faculty advisee base load shall be compensated in accordance with the provision of Article 17, Section C.4 (Compensation for Administrative Duties).

G) Promotion Increments

- 1) Faculty promoted to the rank of Assistant Professor shall receive a \$1,000 addition to their base salary, effective July 1st immediately following the approval of the promotion by the Board of Trustees.
- 2) Faculty promoted to the rank of Associate Professor shall receive a \$1,250 addition to their base salary, effective July 1st immediately following the approval of the promotion by the Board of Trustees.
- 3) Faculty promoted to the rank of Professor shall receive a \$1,750 addition to their base salary, effective July 1st immediately following the approval of the promotion by the Board of Trustees.

H) Longevity Adjustment

- 1) Upon the completion of ten (10) years of full-time service to the College, a bargaining unit member shall receive a \$1,000.00 adjustment to his/her base salary, pending satisfactory performance.
- 2) Upon completion of fifteen (15) years of full-time service to the College, a bargaining unit member shall receive a \$500 adjustment to his/her base salary, pending satisfactory performance.
- 3) Upon completion of twenty (20) years of full-time service to the College, a bargaining unit member shall receive a \$500 adjustment to his/her base salary, pending satisfactory performance.
- 4) Upon completion of twenty-five (25) years of full-time service to the College, a bargaining unit member shall receive a \$1,000 adjustment to his/her base salary, pending satisfactory performance.

- 5) Upon completion of thirty (30) years of full-time service to the College, a bargaining unit member shall receive a \$1,000 adjustment to his/her base salary, dependent upon satisfactory performance.
- 6) For those unit members who commence service in August, longevity will be added to base effective July 1st immediately prior to the anniversary date. For those unit members who commence service in January, longevity will be added to base effective January 1st.
- 7) Determination of satisfactory performance shall be based upon the evaluation specified in the Article 27 (Evaluation).

D) Credit Hour Incentive Bonus

If the College achieves an increase in credit hours, a lump sum cash bonus as set forth in the following table will be paid to unit members after the close of the fiscal year and completion of all financial audits. Any such incentive bonus amount will be paid in a lump sum with appropriate payroll deductions, but will not be added to base salary. The following lump sum percentages are non-cumulative.

Credit Hours	Lump Sum Payment as a % of Base Pay		
	FY 2016	FY 2017	FY 2018
75,000	0.5%	0.5%	0.5%
80,000	1%	1%	1%
85,000	2%	2%	2%
90,000	3%	3%	3%

For example: If 85,000 credit hours are achieved, a unit member with a base salary of \$60,000 will receive a 2% lump sum incentive, equivalent to a \$1,200 lump sum payment, in the 4th quarter of the calendar year.

ARTICLE 21

LEAVES OF ABSENCE

- A) The College will fully comply with all applicable provisions of the Federal Family and Medical Leave Act, the NJ Family Leave Act and the New Jersey Paid Leave Act, including all applicable legislative amendments enacted during the duration of this collective bargaining agreement.
- B) The College will pay the bargaining unit member's regular pay in connection with jury service providing the following conditions are met:
- 1) The unit member must present a copy of the jury summons to his or her supervisor not less than three (3) working days prior to the first day of absence;
 - 2) Upon completion of jury duty, the member will provide documentation to the College verifying jury service;
 - 3) Bargaining unit members who are not required to be in court on specific days or who are released from jury duty prior to the end of their normal work day are expected to report to work for either the full or remaining part of the day.
- C) Bargaining unit members are entitled to five (5) working days of leave with pay in cases of death of an immediate family member. "Immediate family member" is defined as: spouse, domestic partner or civil union partner, child, parent, sibling, mother and father-in-law, grandparent, and grandchild. Unless approved by the Director of Human Resources in cases of extenuating circumstances, the five allotted bereavement days must be used within ten (10) working days of the passing of the immediate family member. Unit members are entitled to bereavement leave of one

day with pay in cases of death of a relative other than an immediate family member.

“Relative other than immediate family member” is defined as: aunt, uncle, cousin, niece, nephew, brother/sister-in-law.

D) Personal Leave

1) Unit members shall be allotted three (3) workdays (21 hours) of paid personal leave per academic year for personal business that cannot be conducted outside of regular work hours. The unit member shall provide prior notice of the use of personal leave by submitting the applicable college form to the Division Dean. In the event of an emergency, the unit member may notify the Division Dean verbally or electronically and submit the form as soon as possible thereafter.

Personal leave may be taken in one hour increments. Evidence of the reason for the personal day may be requested. If the reason is too personal, no reason need be given.

2) Unused personal leave shall not be accrued or held over for future use or payout. All three (3) personal leave days (21 hours) shall be available to unit members at the commencement of each fiscal year, but personal leave shall be deemed accrued during the course of the year's service; in the event of separation from employment for any reason other than retirement before the leave is earned, any unearned personal time taken will be deducted from the employee's last pay through a payroll deduction.

3) Personal leave is not transferrable among unit members.

4) Personal leave may not be used to extend holidays or semester breaks.

E) Sabbatical Leave

- 1) The College, in consultation with the faculty, will establish criteria for sabbatical leaves.
- 2) By May 1st of each year, the Board of Trustees will establish the number of sabbatical leaves available during the following academic year, and notice of such action will be distributed by e-mail to all full-time faculty by May 15th.
- 3) Sabbaticals shall be for one entire academic year at one-half (1/2) the amount of the unit member's full-year salary; or for one-half of an academic year at the full amount of the unit member's half-year salary.
- 4) Eligible faculty are those who shall have completed at least six [6] years of full-time teaching at the College as of the beginning of the proposed sabbatical leave; or, for faculty seeking a successor sabbatical, who have completed at least six (6) years of full-time teaching at the College since their last sabbatical leave. Eligible faculty shall submit written proposals to their respective department, Division Dean, and to the CAO by October 1st of the year prior to the academic year in which the anticipated sabbatical is expected to occur.
- 5) Teaching faculty will meet, by department, to vote upon the sabbatical proposals originating from their associated department. These votes and any associated recommendations are then reported to the Division Dean by no later than November 1st. The Division Dean will then present those recommendations to the CAO by November 15th.
- 6) The President shall make his/her recommendations to the Board of Trustees by the January meeting of its Personnel and Curriculum Committee. The Board of

Trustees shall act on the recommendation of the President at its January meeting and its decision shall be considered final. Special purpose leaves of absence, without salary compensation, may be granted by the President of the College upon application by a faculty member after favorable recommendation of such leave by the Department Chair, Division Dean, and CAO. Application for special purpose leave of absence must be submitted to the President of the College at least one semester prior to the requested commencement date of the leave, unless exigent circumstances make such advance notice impossible. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President.

- 1) If the faculty member granted a special purpose leave has banked overload credit(s) at the time of the leave, all such overload credits must be fully paid during the period of the leave and will be redeemed at the prevailing overload rate as specified in Article 20 (Salary).
- 2) During the span of the special purpose leave, the faculty member will be afforded the opportunity to continue medical benefits at his/her individual expense in accordance with federal COBRA regulations.

ARTICLE 22

SICK LEAVE

- A) Unit members shall be allowed sick leave when during a regularly scheduled work day for such member s/he is unable to perform his/her work due to illness or injury.
- B) Unit members shall be notified of their total number of sick days accrued, in terms of hours, on their regular paycheck stubs. Each sick day shall be equivalent to seven (7) hours. Sick time can be taken in half day (3.5 hours) or full day (7 hours) increments.
- C) Unit members shall be granted a total of ten (10) days of sick leave per academic year.
- D) Accrued days for sick leave not used in the academic year shall accumulate and be available for use during subsequent years as needed.
- E) For internal College purposes only, an employee will be considered retired from SCCC when the age of the employee on their date of retirement and their years of service to the College on their date of retirement combine to equal at least seventy (70). Each month of adjunct faculty service at SCCC prior to becoming a member of the full-time faculty will count toward total years of service for purposes of this definition. Unit members who meet this definition of retirement shall receive compensation for fifty percent (50%) of their earned but unused accumulated sick leave at their then current salary up to a maximum of \$15,000.

ARTICLE 23

MANAGEMENT RIGHTS

- A) The College retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States.
- B) The exercise of the foregoing powers, rights, authority, duties, and/or responsibilities of the College, the adoption of policies, rules, regulations and practices and the use of judgment and discretion by the College in areas traditionally reserved to the College shall be limited only by the terms of this Agreement.

ARTICLE 24

GRIEVANCE PROCEDURE

A) Definition

- 1) A grievance is a claim by a bargaining unit member(s) or the Federation that there has been a violation, misinterpretation or improper application of this agreement or a violation of college policies or administrative decision(s) affecting the terms and conditions of employment.

B) General provisions

- 1) Bargaining unit members shall be entitled to a Federation representative at all levels of the grievance procedure.
- 2) No reprisals of any kind shall be taken by the College against any bargaining unit member participating in any grievance.
- 3) A grievance may be withdrawn at any level.
- 4) The College shall furnish the Federation with any documents that may be reasonably or lawfully required to process grievances in accordance with this article.
- 5) The number of days indicated at each level shall be considered a maximum; however, time limits may be extended by mutual written agreement between the Federation President and CAO at Step One and the Federation President and College President at Steps Two and Three.
- 6) Any grievance filed outside the contractual time limits, and outside of mutually agreed time extensions, shall be deemed untimely. However, should the College

agree to process a grievance despite its being untimely filed, such decision shall not be deemed a waiver of the College's right to claim untimeliness in any future grievance, and shall not waive the College's right to challenge any arbitration of a grievance on the basis it is untimely filed. A grievance which is filed within mutually-agreed upon extended timelines will not be considered untimely.

- 7) Work days shall be defined as described in Article 5 of this Agreement.
- C) Informal Step: In the event that a bargaining unit member(s) or the Federation believes there is a basis for a grievance, the parties involved shall first discuss the matter informally with their Dean in an effort to resolve the issue.
- D) Step One: If as a result of the informal discussion with the appropriate Dean, the matter is unresolved, the Chairperson of the Federation Grievance Committee or his/her designee may invoke the formal grievance procedure. The grievance shall be submitted in writing to the College's CAO no later than twenty-five (25) work days from the date the grievant should have reasonably known of its occurrence. The written grievance shall state the reasons for the grievance and the remedy sought. The CAO shall meet with the Federation and the Grievant within ten (10) work days of the receipt of the grievance and shall issue a decision within ten (10) work days of the meeting. If the grievance is denied, the CAO shall state in writing the reason(s) for the denial.
- E) Step Two: If the Federation is not satisfied with the disposition of the grievance at Step One, or if no disposition is made within the time limits in Step One, the Federation may submit the grievance to the College President, in writing, within ten (10) work days of the receipt of the CAO's decision or the expiration of the time

limit. The President shall meet with the Federation and the Grievant within ten (10) work days of the receipt of the grievance and shall issue a decision within ten (10) work days of the meeting. If the grievance is denied, the President shall state in writing the reason(s) for the denial.

F) Step Three

- 1) If the Federation is not satisfied with the disposition of the grievance at Step Two, or if no disposition has been made within the time limits provided in Step Two, the Federation may submit the grievance to arbitration within ten (10) work days from the date of the College President's decision or the expiration of the time limit stated in Step Two. In order to initiate arbitration, the Federation shall forward a written request to the New Jersey Public Employment Relations Commission (PERC) with a copy to the College President.
- 2) The parties shall obtain a list of arbitrators from PERC and shall be bound by the rules and regulations of PERC in the selection of an arbitrator.
- 3) The arbitrator's decision shall be binding on both parties.
- 4) When arbitration hearings are conducted during working hours, all involved bargaining unit members shall be excused without loss of pay.
- 5) The cost of the arbitrator shall be borne equally by both parties.

G) Grievance Limitations

- 1) Non-renewal or any other decision of the Board of Trustees not to reappoint an employee shall not constitute a discharge and shall not be grievable or arbitrable, nor shall the reason for such non-reappointment be grievable or arbitrable.

- 2) Matters where a method of review is prescribed by law, rule or regulation of any governmental authority having jurisdiction over the matter are not grievable.

ARTICLE 25

COPIES OF AGREEMENT

- A) The Federation and the College shall both maintain a fully executed, original paper copy of this Agreement.
- B) Electronic copies of this Agreement shall be maintained by both the Federation and the College; and, each electronic copy shall be identical in content to the fully executed paper copy described in A above.
- C) The College shall make an electronic copy of this Agreement available to all unit members.

ARTICLE 26

FACULTY ROSTER

- A) Three (3) weeks prior to start of classes of the fall, spring and summer semesters, the College shall provide to the Federation an updated roster of all faculty which includes the following data: Name and home address, non-college phone number, and non-college e-mail address of faculty member; position; academic rank; effective employment date; and annual salary.
- B) If a candidate accepts a faculty position after the time period specified above, the College will send to the Federation an updated roster no later than one (1) week after the new faculty member accepts the position.

ARTICLE 27

EVALUATION OF FULL-TIME FACULTY

- A) The College and Faculty Federation agree to practice the recommendation of the American Association of University Professors (AAUP) that the work of all faculty, including adjunct faculty, should require a "...conscientious and thorough review...conducted by faculty peers structured [in such a way as] to permit faculty members to demonstrate their competence and accomplishments in their respective fields. The records of reviews should validate faculty members' effectiveness in their positions".
- B) Evaluation of Non-tenured Faculty
- 1) First year
 - a) Classroom observation by the Division Dean
 - b) Preparation of a reflective, self-evaluation not to exceed 5 pages shall be written by the Faculty member and submitted to the Division Dean no later than April 1. The division Dean shall meet with the Faculty member on or before September 30 of the following academic year to review, discuss, and develop a Professional Growth Plan based on the self-evaluation. The narrative should address the areas outlined below:
 - (i) Excellence in teaching and innovation in classroom methodology through objective evidence such as, but not limited to, outcomes assessment of student learning. As a teaching institution, the College requires that

candidates must demonstrate excellence in teaching to be considered for reappointment or promotion.

- (ii) Professional development and scholarly achievements as demonstrated through conferences and workshops attended, graduate courses taken, publications authored, exhibitions, presentations or involvement in professional associations.
- (iii) Service to the college and contributions to the academic department/division as demonstrated through:
 - (a) Non-compensated committee work;
 - (b) Activities and involvement with peers and/or students, or contributions to campus life beyond instruction;
 - (c) Scholarly, or community activities;
 - (d) References to grant proposals or grants awarded;
 - (e) Curriculum development;
 - (f) The development of new courses, degrees or degree options;
 - (g) Letters of recommendation/commendation;
 - (h) Documentation of activities with students;
 - (i) Evidence of professional improvement
- (iv) Service and/or outreach activities to the greater Sussex County community in a manner which enriches not only the College but the community as a whole.

2) Second year

- a) A peer classroom observation by a tenured member of the Department selected by the Division Dean in consultation with the Department Chair. The faculty observer shall be responsible to write and submit a summary of the observation that shall include an assessment of the faculty member's pedagogy, observed effectiveness, and knowledge of course content. This observation shall be completed by November 30 of the Fall semester of the non-tenured faculty member's second year, and the report shall be submitted to the Division Dean by December 15th of that semester.
- b) The faculty member shall have the choice of:
 - (i) Writing a reflective, self-evaluation of not more than five (5) pages, based on the criteria in Section B-1-b of this Article, or
 - (ii) Developing a teaching portfolio, in accordance with a model elected from the body of published scholarly literature
- c) Either of the choices in Section B-2-b shall be submitted to the Division Dean by the non-tenured faculty member by April 1st. The Division Dean shall meet with the Faculty member on or before September 30th of the following academic year to review, discuss, and develop a Professional Growth Plan based on the self-evaluation or teaching portfolio and the peer evaluation report, and develop, or revise, a Professional Growth Plan.

3) Third year

- a) A peer classroom observation shall be conducted by a tenured Faculty reviewer selected by the Division Dean in consultation with the Department

Chair. The faculty observer shall be responsible to write and submit a summary of the observation that shall include an assessment of the faculty member's pedagogy, observed effectiveness, and knowledge of course content. This observation shall be completed by November 30 of the fall semester of the non-tenured faculty member's third year, and the report shall be submitted to the Division Dean by December 15th of that semester.

- b) The non-tenured faculty member shall have the choice of:
 - (i) Writing a reflective, self evaluation of not more than five (5) pages, based on the criteria in Section B-1-b of this Article; or
 - (ii) Developing or enhancing a teaching portfolio, in accordance with a model selected from the body of published scholarly literature.
 - c) The Faculty member's Division Dean shall solicit feedback from the appropriate Academic Affairs Services area on their opinion of the Faculty member vis-à-vis the criteria in Section B-1-b of this Article.
 - d) Either of the choices in B-3-b shall be submitted by the non-tenured faculty member to the Division Dean by April 1st of the current semester. The Division Dean shall meet with the Faculty member on or before September 30th of the following academic year to review, discuss and develop a Professional Growth Plan based on the self-evaluation or teaching portfolio and the peer evaluation report.
- 4) Fourth year
- a) Classroom observation by the Division Dean, which shall be scheduled at some point during the fall semester of the non-tenured faculty member's

fourth year at a mutually agreed upon time and date, followed by a formal written evaluation.

- b) The faculty member shall have the choice of:
 - (i) Writing a reflective, self evaluation of no more than 5 pages, based on the criteria in Paragraphs B-1-b of this Article, or
 - (ii) Developing or enhancing a teaching portfolio in accordance with a model selected from the body of published scholarly literature.
- c) Either of the choices in Section B-4-b of this Article shall be submitted by the non-tenured Faculty member to the Division Dean by April 1st of the current academic year.
- d) The Division Dean shall meet with the Faculty member on or before September 30th of the following academic year to review, discuss, and develop a Professional Growth Plan based on the self-evaluation or teaching portfolio and the Division Dean's evaluation report.

5) Fifth Year

- a) Classroom observation by the CAO, to be scheduled during the fall semester at a mutually agreed upon time and date.
- b) The provisions of Article 13 (Tenure) shall apply in their entirety during the non-tenured faculty member's fifth consecutive year of employment.
- c) Faculty in their tenure review year will not be required to prepare a self-evaluation. Following notification of the Board's action on the tenure application, faculty granted tenure (to be effective as of the beginning of the next academic year) will prepare a "Statement of Goals and Objectives" for

the next academic year, submitting same to the Division Dean or his/her designee by the first day of fall Faculty Orientation.

C) Evaluation of Tenured Faculty

- 1) Tenured faculty will be divided into three groups by the Division Dean for purposes of a self-evaluation schedule. Tenured faculty will submit a self-evaluation every three years based upon the schedule for the group to which the faculty member is assigned. The procedure for such self-evaluation shall otherwise be the same as set forth in Section B-1-b of this Article.
 - a) If the Dean has concerns with a faculty member's performance, the Dean may require the faculty member to prepare a self-evaluation on an annual basis.
 - b) By October 1st of the applicable academic year, the tenured faculty member shall submit a self-evaluation not to exceed three pages to the Division Dean. A faculty member may, if s/he desires, submit the self-evaluation at the end of the preceding school year.
 - c) The self-evaluation shall address professional development, teaching excellence, demonstrated leadership, student and community involvement, and will assess the tenured faculty member's goals and objectives for the current year, and new goals and objectives for the ensuing year.
 - d) The Division Dean will respond to the self-evaluation in writing by the last working day in February.
 - (i) If the faculty member has not received a response to the self-evaluation by the time the next self-evaluation would be due, the faculty member shall

not be required to prepare the next self-evaluation until thirty (30) working days after the receipt of the response to the first self-evaluation.

- 2) The Division Dean, or his/her designee, will conduct one formal classroom or online observation every three (3) years according to existing College practice. A written report shall be furnished to the faculty member within thirty (30) working days following the formal observation, provided that if the Dean has any concerns with the faculty member's performance which in the Dean's judgment requires prompt correction, the written report shall be furnished to the faculty member within fifteen (15) working days. Faculty may respond to the observation within fifteen (15) working days of receipt, and such response shall be attached to the report and placed in the faculty member's professional file. The Division Dean reserves the right to attach a response to the faculty response and shall copy the faculty member.
- 3) In addition to the Dean's observation, a faculty member may elect to be observed by a peer at any time. The Division Dean will be informed in advance, in writing, of the planned peer review. The faculty member conducting the peer review will prepare a written observation report which will be reviewed and signed by the Division Dean to acknowledge receipt. Once signed, the report will be placed in the faculty member's professional file.
- 4) An annual personal interview may be requested by either the faculty member or the Division Dean.

D) Additional Observations

- 1) The following procedures shall be followed whenever a tenured bargaining unit member is observed outside the parameters of the articles covering Evaluation (Article 27), Tenure (Article 13), and Promotion (Article 14).
 - a) The tenured faculty member being observed shall be given at least five (5) working days of notice prior to any classroom observation. This provision will not apply in the event of an emergency.
 - b) An emergency shall be defined as a credible report of classroom behavior by a bargaining unit member, which is harassing or sufficiently inappropriate to put the College at risk of potential liability. The determination of these standards regarding behavior and risk of potential liability shall be solely at the discretion of the College.
 - c) The Federation President shall receive notification of the emergency observation within two (2) working days after its occurrence.
 - d) There shall be no utilization of this provision for an emergency classroom observation in an arbitrary or capricious manner.
- E) Student Course Evaluations: Electronic course evaluation forms, not requiring class time to complete, shall be made available to every scheduled course section every semester, including those sections instructed by both tenured and non-tenured full-time faculty. Members of the bargaining unit agree to encourage students to complete online evaluations outside of class toward the end of each semester. Bargaining unit members shall suffer no consequences should the requirements of this clause not be satisfied due to technical difficulty or circumstances beyond the instructor's control.

ARTICLE 28

RIGHTS TO INTELLECTUAL PROPERTY

A) Intellectual property, for the purposes of this agreement, shall be defined as follows:

- 1) Intellectual property includes, but is not limited to, any matter subject to trademark, copyright, or patent protections under current United States statutes and/or international conventions to which the Government of the United States is a co-signor.
- 2) Intellectual property includes, but is not limited to the following categories:
Books, Texts, Articles, Essays, Monographs, Glossaries, and Bibliographies,
Lectures, Syllabi, Course Outlines, Laboratory Manuals, Testing Materials, Study Guides, and Instructional and/or Teaching Aids, Filmstrips, Charts,
Transparencies, Slides, and other Audio-Visual Aids, Computer-Aided Instruction Software and Hard-copy Materials, Computer Programs, Literary Compositions (including Novels, Plays, Film Scripts, and Poems), Performance Compositions (including Musical, Dance, Theatrical and or other Performance Compositions), Cinematography, Video Recording, Audio Recordings, Live Video Broadcasts, Audio Broadcasts, Drawings, Paintings, Collages, Sculptures, and other Works of Art, Photographs, Unpublished Manuscripts, Work Papers and other Draft Compositions, Electronic Digital and/or Analog Data Configurations and/or Transmissions of any and all of the aforementioned categories.

B) College Ownership and Legal Transfer of Intellectual Property.

- 1) All intellectual property created by faculty as part of their compensated employment by the College for use under the terms and conditions of their said employment shall remain the sole and exclusive property of the College until such time as the College may decide to formally and legally transfer ownership of such property to a faculty member,
- 2) All intellectual property created by faculty as part of their compensated employment by the College including computer software, produced, using the facilities and/or financial and/or technological and/or physical and/or personnel resources of the College, for the benefit of and/or distributed to the College's students as part of the presentation of a scheduled course or other College-sponsored event, or for any other purposes, shall remain the sole and exclusive property of the College until such time as the College may decide to formally and legally transfer ownership of such property to a faculty member and/or other parties as set forth herein.
- 3) Individual faculty members who create intellectual property as part of their compensated employment by the College for use under the terms and conditions of their employment shall have the option to purchase the rights to such property at a time and price mutually agreed upon and determined by the parties. Once such a formal and legal transfer of said property has taken place, the property shall not, thereafter, be leased back to the College for its own use.
- 4) In the event that a third party expresses an interest in acquiring the College's rights to intellectual property created by an individual faculty member under the terms and conditions of their compensated employment, said faculty member

shall have the right of first refusal to purchase the property under B.3 above in the event that the College is prepared to relinquish its own property rights claim.

C) Faculty Ownership and Legal Transfer of Intellectual Property

- 1) Any intellectual property created by faculty outside the terms, conditions, and time periods of their employment by the College for personal uses shall remain their sole and exclusive property until such time as they may decide to transfer such property to the College as set forth herein. The creation of such property shall be construed as “outside employment.”
- 2) In the event that a faculty member distributes material previously copyrighted or trademarked by said faculty member to one of her/his assigned College classes, such material shall be clearly marked as the faculty member’s personal intellectual property copyrighted and/or trademarked in accordance with applicable legal statutes.
- 3) The use of such property (as described in Section C-2) by faculty under the terms and conditions of their employment shall not be construed as a lease, implied or otherwise, of the property to the College for which remuneration can be realized.
- 4) If a faculty member develops unique or innovative intellectual property, independently of the terms and conditions of her/his employment by the College, which can be used to support or enhance the mission of the College, the College may legally contract with an individual faculty member to license the rights to that property. The mutually agreed terms and conditions of such sale or lease shall be set forth in a formal contract for sale or lease to be signed by the appropriate principals or their legal representatives.

D) College Sponsorship of Unique/Innovative Instructional Resources/Products

- 1) At the start of the fall semester of each year, the President will, if fiscal resources permit, announce a Request for Proposals of the “Creation and/or Development of Unique/Innovative Instructional Resources/Products” through a competitive granting of funds to develop such resources in accordance with the following provisions. The announced Request for Proposals will set forth guidelines for the application and review process, including the amount of money available for such development, provisions relating to Proposal Elements, and Criteria for project funding awards.
- 2) All proposal submissions will be reviewed by the College’s Professional Development Committee. The Committee shall determine both the number of awards, including the successful proposal applications, and the scope of each, consistent with the announced funding available.
- 3) Award decisions will be made no later than October 15th and February 15th in the same academic year. Projects will be funded no later than November 1st and March 1st. Successful applicants shall have through July 30th to complete the funded project. Project materials shall be ready for instructional use at the College at the start of the subsequent academic year. A six (6) month extension of the completion date may be granted by the College upon written request by the faculty member.
- 4) The results of each year’s competition shall remain the sole and exclusive property of the College subject to all copyright and/or trademark restrictions in accordance with applicable statutes.

- 5) Faculty members responsible for the development of said unique and/or innovative instructional/teaching materials may elect to purchase the property rights thereof for their sole and exclusive use, one year after the exclusive use of said materials in College courses taught by the faculty person who developed said materials. The cost to the faculty member shall be the exact amount of the original project grant award. However, the subsequent use of such property by said and/or any other faculty member, under the terms and conditions of their employment, shall not be construed as a lease, implied or otherwise, of the property to the College for which remuneration can be realized. Once the faculty member has secured the property rights to the project materials, s/he may market them anywhere and to anyone, other than the College, without having to pay royalties to the College.

ARTICLE 29

DISTANCE EDUCATION

- A) The College and the Federation recognize the significance of technology insofar as that technology is used to support teaching and learning. Expanding student access to quality instruction and service shall be the primary determining factor when a decision is made to schedule a distance education course. The College will encourage the use of technology and/or innovative instructional methodologies and will consider a faculty member's proficiency as determined by the College in the utilization of such strategies in the learning process as part of the professional development assessment. It shall not be the intention of the College to arbitrarily eliminate traditional face-to-face courses in favor of distance learning courses; however, the Federation and the College agree that certain courses may only achieve supporting enrollments when offered in a distance education format.
- B) Distance Education shall include online courses and hybrid courses.
1. Online Courses
 - a) Online courses are a formal educational process in which all of the instructional time occurs asynchronously when the student and the instructor are not on the same campus or off-campus site at the same time.
 - b.) Online courses shall be conducted asynchronously via the College-approved Learning Management System as the primary medium for communication, instructional materials, and assessment.
 - c.) Face-to-face contact for proctored testing may be required by some instructors for online courses. That information shall be provided to students at or prior to registration.

2. Hybrid Courses

- a.) Hybrid courses are a formal educational process in which half (50%) of the instructional time occurs asynchronously when the student and the instructor are not on the same campus or off-campus site at the same time.
- b.) Hybrid courses shall be conducted with half (50%) of instructional time asynchronously via the College-approved Learning Management System as the primary medium for communication, instructional materials, and assessment.
- c.) Hybrid courses do not include face-to-face courses that use the College-approved Learning Management System(s) (LMS) for supplemental use.

C) Limitations to Distance Education.

1. Distance Education courses do not include traditional face-to-face classes.
2. A traditional face-to-face class is defined whereby students' physical presence is required for the specified number of class sessions as advertised in the SCCC course schedule.
3. No face-to-face class shall be converted to a distance education course, for any duration of time, except for exceptional circumstances which have been approved in writing, in advance, by the Division Dean and the CAO.

D) Compensation for Online Courses

1. Faculty will be given one (1) credit of overload for each course credit for the creation of a new online course. No payment shall be made until the CAO or his or her designee has determined that the new online course meets SCCC standards for online course design and format.
2. No compensation will be made should a unit member choose to develop his or her own version of a previously developed online course.

3. If a faculty member is teaching a previously developed online course that does not meet SCCC standards, that faculty member may apply to his or her Division Dean in advance, via a Special Projects Form, for online course redesign compensation. Upon approval of the CAO or his or her designee, a faculty member shall be given one half (.5) credit compensation for Online course redesign. No payment shall be made until the CAO or his or her designee has determined that the online course is completely redesigned and meets SCCC standards for online course design and format.
4. As part of their professional responsibilities, faculty are expected to perform any necessary redesign of online courses they have developed and will not receive additional compensation.
5. Faculty shall be compensated for online courses which need to be converted manually into a newly adopted College-approved Learning Management System (LMS) only if there is a significant failure or technical barrier to automated importation of an online course from the old LMS to the new LMS. The determination of a significant failure or technical barrier, provided it is not capricious or arbitrary, shall remain the prerogative of the Division Dean and the CAO. Compensation, if so determined, shall be at the rate of one-quarter (0.25) of a credit hour for each course which the faculty member manually converts as approved by the Division Dean and the CAO.
6. Any online course which is successfully imported by the College from the old LMS to the new LMS shall not be eligible for compensation. Any faculty member whose course is updated by the Instructional Designer and who is requested by the College administration to undergo training outside of the established days of obligation will receive compensation for such training at the College-designated rate negotiated for administrative duties (Article 17.E.).

7. The maximum number of students in an online course section shall be limited to twenty-two (22). If enrollment in an online course exceeds twenty-two (22) students, the faculty member shall receive additional compensation in the amount of \$35. for each additional student over the twenty-two (22) student maximum as recorded on the 10th Day Roster.
8. Whenever the College decides to compensate a faculty member to develop a new Online course or substantially modify an existing Online course, the College will first offer the work to qualified full-time faculty members.

E) Compensation for Hybrid Courses

1. Faculty will be given one-half (0.5) credit of overload for each course credit for the creation of a new Hybrid course. No payment shall be made until the CAO or his or her designee has determined that the new Hybrid course meets SCCC standards for online course design and format.
2. No compensation will be made should a unit member choose to develop his or her own version of a previously developed Hybrid course.
3. If a faculty member inherits a previously developed Hybrid course that does not meet SCCC standards, that faculty member may apply to his or her Division Dean in advance, via a Special Projects Form, for Hybrid course redesign compensation. Upon approval of the CAO or his or her designee, a faculty member shall be given one-quarter (.25) credit compensation for Hybrid course redesign. No payment shall be made until the CAO or his or her designee has determined that the Hybrid course is completely redesigned and meets SCCC standards for Hybrid course design and format.
4. As part of their professional responsibilities, faculty are expected to perform any necessary redesign of Hybrid courses they have developed and will not receive additional compensation.

5. Faculty shall be compensated for Hybrid courses which need to be converted manually into a newly adopted College-approved Learning Management System (LMS) only if there is a significant failure or technical barrier to automated importation of a Hybrid course from the old LMS to the new LMS. The determination of a significant failure or technical barrier, provided it is not capricious or arbitrary, shall remain the prerogative of the Division Dean and the CAO. Compensation, if so determined, shall be at the rate of one-eighth (0.125) of a credit hour for each course which the faculty member manually converts as approved by the Division Dean and the CAO. Any Hybrid course which is successfully imported by the College from the old LMS to the new LMS shall not be eligible for compensation.
6. Any faculty member whose course is updated by the Instructional Designer and who is requested by the College administration to undergo training outside of the established days of obligation will receive compensation for such training at the College-designated rate negotiated for administrative duties (Article 17.E.).
7. The maximum number of students in a Hybrid course section shall be limited to twenty-two (22). If enrollment in an online course exceeds twenty-two (22) students, the faculty member shall receive additional compensation in the amount of \$35 for each additional student over the twenty-two (22) student maximum as recorded on the 10th Day Roster.
8. Whenever the College decides to compensate a faculty member to develop a new Hybrid course or substantially modify an existing Hybrid course, the College will first offer the work to qualified full-time faculty members.

ARTICLE 30

EMERITUS PROFESSOR

- A) The Board, upon the recommendation of the College President, may confer “Emeritus” status upon a Faculty member who has been retired for at least one year in order to recognize that Faculty member’s meritorious service. Faculty/Academic Departments shall be able to nominate for consideration by the CAO one retired colleague per Academic Year for consideration as an awardee of Emeritus status. The CAO may recommend to the College President the award of Emeritus status for retired Faculty s/he deems qualified for that designation.
- B) Emeritus professor (and any other retired, former full-time Faculty) who are employed to teach College course sections as adjunct faculty will be compensated at the senior adjunct pay rate as stipulated in any collective bargaining agreement that may be in effect between the College and the adjunct faculty bargaining unit.

ARTICLE 31

ZIPPER CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which have or could have been the subject of negotiations, unless the parties mutually agree to open negotiations on an issue(s) or a particular subject(s) during the life of this Agreement.

ARTICLE 32

EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings, including individual employment contracts with respect to wages, hours, rate of pay or other conditions of employment heretofore or now existing between the parties, and the College shall not be bound by anything not expressed in writing, subject to any obligation imposed by *N.J.S.A.* 34:13A-5.3 or the Education laws of New Jersey.

ARTICLE 33

SEPARABILITY

If any provision(s) of this Agreement shall be found contrary to law, then such provision shall be excised from this Agreement and deemed to be not valid. All other provisions shall continue in full effect.

ARTICLE 34

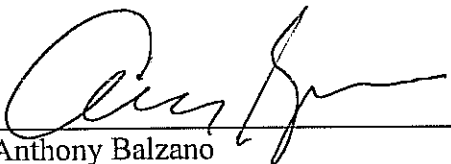
DURATION

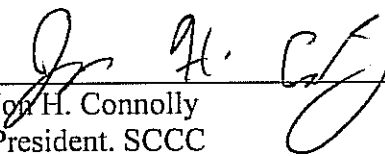
This Agreement shall become effective as of July 1, 2018 and continue in effect until June 30, 2021, but the terms and conditions of this Agreement shall remain in full force and effect until a successor agreement has been reached.

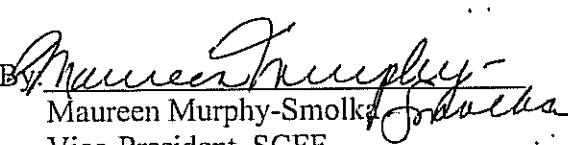
IN WITNESS WHEREOF, the parties executed this Agreement on the 11th day of October, 2018.

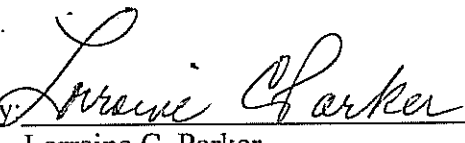
FOR THE FEDERATION

FOR THE COLLEGE

By: 
Anthony Balzano
President and Negotiations Chair,
SCCFF, AFT Local #4780

By: 
John H. Connolly
President, SCCC

By: 
Maureen Murphy-Smolka
Vice-President, SCFF
AFT Local #4780

By: 
Lorraine C. Parker
Chair, SCCC Board of Trustees