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AN AGREEMENT
BETWEEN THE
PASSAIC COUNTY COMMUNITY COLLEGE
AND THE
FACULTY ASSOCIATION
OF THE
PASSAIC COUNTY COMMUNITY COLLEGE

July 1, 1974 - June 30, 1976

DATED: November 5, 1974



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Representing the Passaic County Community College:

Mr. Manuel Lagos
Mr. Robert Taylor

Representing the Faculty Association:

Dr. Robert Burch
Prof. Ida Greidanus
Prof. Elaine Harrington
Dr. George Knepple
Prof. Sharon Maloney
Dr. Norman Thomas

PREAMBLE

This Agreement, entered into this 5th day of November, 1974, by and between the Board of Trustees of Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board", and the Passaic County Community College Faculty Association, hereinafter called the "Faculty Association".

Witness:

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Faculty Association 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, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I

Recognition

- 1.1 The Board hereby recognizes the Faculty Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty.
- 1.2 The term "Faculty" when used hereinafter in this Agreement shall refer to all professional employees represented by the Faculty Association in the negotiating unit as above defined.

Article II

Negotiation of Successor Agreement

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of faculty employment. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all faculty, be reduced to writing, be signed by the Board and the Faculty Association, and be adopted by the Board.

Article II (Continued)

- 2.2 Minutes of each negotiation session shall be kept by a secretary mutually chosen and said minutes shall be distributed at least three days prior to the next meeting and accepted at the subsequent meeting.
- 2.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider and make counterproposals in the course of any negotiations session. Final agreements are subject to the approval by the parent bodies.
- 2.4 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Faculty Rights

- 3.1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join and support the Faculty Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any faculty member with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Faculty Association and its affiliates, his participation in any activities of the Faculty Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any faculty member such rights as he may have under New Jersey School laws, other applicable laws and regulations, and/or the policies, procedures, rules and regulations, already established by the Board of Trustees.
- 3.3 No faculty member shall be discharged, disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth in this agreement. Except by

Article III (Continued):

3.3 (Continued)

reason of the institution of such grievance procedure, the Board shall not be obligated to make known its reasons for taking one or more of the aforementioned actions.

Article IV

Management Rights

- 4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.
- 4.2 All such rights, powers, authority and prerogatives of management, possessed by the Board are retained subject to limitations as may be imposed by Ch. 303, L. 68 and except as they are specifically abridged or modified by this Agreement.
- 4.3 The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Ch. 303, L. 68, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

Article V

Salaries

- 5.1 Salaries of non-tenured faculty for the 40-week 1974-1975 academic year shall be the present salaries plus an adjustment equal to the percent increase in the cost of living for the New York-New Jersey Metropolitan area (9.1%) for the period of December 31, 1972 to December 31, 1973, plus an additional 2.0% for a total increase of 11.1%, effective July 1, 1974.
- 5.2 Salaries for the tenured faculty for the 40-week 1974-1975 academic year shall be granted in accordance with the rank earned, as specified in the Tenure Policy (effective July 1, 1973), and in accordance with the following schedule:

Professor	\$20,900.
Associate Professor	\$18,300.
Assistant Professor	\$15,100.
Instructor	\$14,100.
- 5.3 Faculty members shall have the privileged option to teach their courses during the summer term, should such courses be offered by the College.

Article V (Continued)

5.3 (Continued)

Compensation for the implementation of one course during the summer term shall be pro-rated values of the salary for the previous academic year as follows:

Faculty having completed 1 year of service:

Pro-rated value of previous academic year's salary

Faculty having completed 2 years of service:

Pro-rated value of previous academic year's salary

Faculty having completed 3 years of service:

Pro-rated value of previous academic year's salary

Faculty having completed 4 or more years of service:

Pro-rated value of salary of faculty having completed
3 years of service

5.4 In exchange for the monetary compensation provided in this Agreement, the faculty member will have the privilege and responsibility of designing, implementing, managing and evaluating learning experiences for students assigned, in accordance with the Tenure and Rank Policy adopted by the Board effective July 1, 1973.

Article VI

Sick Leave

6.1 As of July 1, 1974, all faculty employed by the Board shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

6.2 Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, or necessary attendance upon a member of the immediate family who may be seriously ill or death in the immediate family.

6.3 Faculty members who find it necessary to be absent because of illness must communicate with the College's Personnel Director when they shall be absent from work.

6.4 The Board shall give consideration to the granting of additional sick days when warranted beyond the days accumulated.

Article VII

Leaves of Absence

7.1 Leaves of absence without pay may be granted for education, parental need,

Article VII (Continued)

Leaves of Absence

7.1 (continued) non-medical maternity or other reasons.

7.2 Leaves of absence for military service will be granted in accordance with applicable State and Federal Law.

7.3 A pregnant faculty member shall be granted earned sick leave with pay pursuant to Article VI for such period of time that she is physically unable to perform her work prior to the expected date of confinement and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave. Earned and accumulated vacation time may be utilized if sick leave is exhausted. In addition, such faculty member shall be eligible for a leave of absence without pay in accordance with the terms of this Article.

In all cases, maternity leave shall be governed by the Civil Rights Decision, Miller vs. Pequannock Township Board of Education, State of New Jersey, Department of Law and Public Safety, Division of Civil Rights, Docket No. E14ES-5422 (March, 1973).

Article VIII

Tenure Policy

8.1 The Tenure Policy of Passaic County Community College, effective July 1, 1973, signed by the Board and the Faculty Association, is made a part of this Agreement in its entirety. However, there shall be no waiver of rights pursuant to State statutes.

Article IX

Continuing Consultation

9.1 The Board and the Faculty Association shall, upon the request of either party, establish meetings during the third week of April, October, and January for the purpose of reviewing the administration of this agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be contract negotiating meetings, but are intended as a means of fostering good employer-employee relations.

9.2 The requests of either party for such meetings shall include an agenda of topics to be discussed and be submitted ten (10) days prior to the Board meeting date. Sufficient meeting times shall be established to complete the agenda.

9.3 Additional meetings, as described above, shall be held at the request of either party, at a mutually agreeable time.

Article X

Miscellaneous Provisions

- 10.1 The Board and the Faculty Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of faculty members, or in the application or administration of this Agreement, on the basis of race, creed, color, national origin, sex, domicile, marital status, age, or political affiliation.
- 10.2 This Agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 10.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall detract from faculty benefits existing as of the effective date of this Agreement. Benefits not indicated elsewhere are: membership in the Alternate Benefits Program (Disability Life Insurance, TIAA-CERF), Blue Cross with Rider J, Blue Shield, and Major Medical coverage provided by the Board, at no expense to the faculty members.
- 10.4 If any provision of this Agreement or any application of this Agreement to any faculty member or group of faculty members is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.
- 10.5 Copies of this Agreement shall be printed at the expense of the Board, after agreement with the Faculty Association on format, within thirty (30) days after the agreement is signed. The Agreement shall be presented to all faculty members now employed, hereafter employed, or considered for employment by the Board.

Article XI

Duration of Agreement

- 11.1 This agreement shall be effective as of July 1, 1974, and shall continue in effect until June 30, 1976, subject to the Faculty Association's right to renegotiate the salaries of members for the academic year 1975-1976, and subject to the right of negotiation on five (5) non-monetary matters commencing no later than November 15, 1974.
- 11.2 In the event that negotiations are continued past the expiration of the contract date, no changes in the Faculty Association's contract or Board past policies will occur until a renewed contract is executed.
- 11.3 This Agreement supersedes the previous contract between the Faculty Association and the Board of Trustees.
- 11.4 This Agreement represents the sole and only agreement which shall exist between the Board or its designees and the members of the Faculty Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

Article XII

Personnel Files

- 12.1 A faculty member shall have the right, upon request, to review the contents of his personnel file or other files dealing with performance. Such a review must take place in the presence of the Dean of the College and an officer of the Faculty Association if requested by the faculty member. Obsolete materials should be destroyed with the mutual consent of the President and the faculty member. Derogatory materials must be reviewed and the faculty member initial said document, only to show that he has reviewed the material and not to indicate that he has any agreement with the document or its contents. The faculty member shall have the right to submit a written answer to any derogatory information within ten (10) days following the review, and said answer shall be made an item of his personnel file. The confidentiality of all personnel references, academic credentials and other similar documents shall be protected at all times.

Article XIII

Grievance Procedure

13.1 Purpose

The parties agree that it is in the best interest of the academic community that all grievances should be resolved promptly, fairly, and equitably. To this end, relevant and necessary information, material, and documents concerning any grievance shall be provided by the Faculty Association and the College upon written request to the other.

- 13.1.1 The following procedure which may be initiated by an employee and/or the Faculty Association acting as his or her representative shall be the sole and exclusive means of seeking, adjusting and settling grievances.
- 13.1.2 Whenever any representative of the Faculty Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall not suffer loss in pay or benefits.

13.2 Definitions

A "grievance" is a claim by a faculty member or the Faculty Association that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or violation of academic due process, or violation of or improper application of College policies and/or administrative decisions affecting a term or condition of employment of a faculty member, or a violation of academic freedom.

- 13.2.2 A party in interest is the faculty member or persons filing the grievance and any person who might be required to take action as the result of said grievance, or against whom action might be taken in order to resolve the grievance.

13.3 Procedures (General)

The grievance procedure shall be utilized to insure for all faculty complete academic and civil due process, and thus arrive at equitable solutions to problems of individual faculty members and the entire academic community. Proceedings involving grievances shall be guided by the "1968 Recommended Institutional Regulations on Academic Freedom and Tenure" AAUP, Vol. 54, No. 4, Winter 1968, pp. 448-452, and by the "1940 Statement of Principles of Academic Freedom and Tenure", AAUP Vol. 54, No. 3, Autumn 1968, pp. 384-385.

Article XIII (Continued)

Grievance Procedure (Continued)

13.4 Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the employee's option, he may request the presence of an Association representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three(3) work days, move the grievance to the first formal step.

13.5 Formal Steps

13.5.1 Step One

A grievant shall initiate his or her grievance in writing and present it formally to his or her dean, and such dean or the designee thereof shall meet with the grievant and a representative of the Faculty Association for the purpose of discussing the grievance. The decision shall be rendered in writing to the employee and the Faculty Association representative within five (5) calendar days of the conclusion of the discussion of the grievance, then,

13.5.2 Step Two

If the grievant is not satisfied with the decision rendered at Step One, he or she may submit his or her grievance to the College President. The President shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within seven (7) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the Faculty Association representative within seven (7) calendar days of the conclusion of the hearing of the grievance, then,

13.5.3 Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he or she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify, or reverse the decision made at Step Two on the record or may on its own, conduct a

Article XIII (Continued)

Grievance Procedure (Continued)

13.5.3 Step Three (Continued)

hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Faculty Association representative within ten (10) calendar days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved employee may request a hearing before the Board of Trustees within ten calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within ten (10) calendar days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within ten (10) calendar days of the hearing.

13.5.4 Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Three, the Faculty Association, as representative of the employee, shall file a notice within ten (10) days of the receipt of the decision of the Board of Trustees requesting submission to arbitration. Within ten (10) calendar days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved.

The arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation, application, or violation of the contract language.

The cost of the arbitrator shall be borne by both parties equally.

Article XIII (Continued)

Grievance Procedure (Continued)

- 13.6.1 Matters pertaining to promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment or denial of academic freedom or violation of written college procedures. In all such cases the burden of proof shall be upon the grievant. Where appropriate, the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision-making process.
- 13.6.2 The discharge or suspension of employees during the term of a one-year appointment shall be grievable and in the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the College.
- 13.7 Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this Agreement.
- 13.8 Time Limits
- 13.8.1 A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.
- 13.8.2 In the event that the time limitations imposed under steps one and two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.
- 13.8.3 Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step, within seven (7) calendar days to Step Two and within ten (10) calendar days to Step Three.
- 13.8.4 Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step Two or Three without a hearing at a lower step.
- 13.8.5 Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at Step Two if such step is the first level of supervision common to the several grievants.
- 13.8.6 Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College by the individual grievant within seven (7) days from the date on which the individual grievant should reasonably have known of its occurrence. In the event

Article XIII (Continued)

Grievance Procedure (Continued)

13.8.6 (Continued)

of failure to report the occurrence within such seven (7) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section 13.8.1 above, except that payroll errors and related matters shall be corrected to date of error.

Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

- 13.9 Nothing in this Article shall be construed as compelling the Faculty Association to submit a grievance to arbitration.
- 13.10 No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.
- 13.11 Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

IN WITNESS WHEREOF, the Faculty Association has caused this Agreement to be signed by its President and Vice President, and the Board of Trustees has caused this Agreement to be signed by its President (Chairman of the Board), attested to by its Secretary, and its corporate seal to be placed hereon.

DATED: November 5, 1974

Passaic County Community College
Faculty Association:

Passaic County Community College
Board of Trustees

By: Clairne C. Harrington
President

By: John Pasquale
Chairman

By: Sharon Maloney
Vice President

By: [Signature]
Secretary

PASSAIC COUNTY COMMUNITY COLLEGE

TENURE POLICY

Recommended policies governing appointments, reappointments, tenure and rank for the teaching faculty of Passaic County Community College. Wherever the terms College, President, Secretary, Board, and Dean appear, they stand respectively for Passaic County Community College, President of the College, Secretary to the Board of Trustees, Board of Trustees, and Dean of the College.

1.0 SECTION A. Appointments, Reappointments, and Tenure.

1.1 Definitions

Full-time teaching faculty members are recommended by the President and appointed by the Board to the instructional staff in the rank of Associate Professor-Designate/Course Manager, with primary responsibility for design, implementation, management, and evaluation of their assigned courses.

1.2 Terms of Appointment

Recommendations for initial appointments shall be made for one academic year, at an annual salary. The services of any such persons may be discontinued at the end of the first year, or if reappointed, at the end of the second year. It should be clearly understood that the initial second, and third appointments, do not infer tenure, and that no reasons for non-reappointment need be given.

1.3 Reappointment

Second year of service; terms and conditions for reappointment:

1.3.1 For first year faculty members, written notice of Board action on reappointment shall be given by the Secretary, by April 1 of the first year of service.

1.3.2 Faculty member reappointment requires both the recommendation of the President and the approval of the Board.

- 1.3.3 Each faculty member shall complete, in College facilities and at College expense, three graduate credit hours each semester, as scheduled by the College, in the following subjects:
 - A. Philosophy of Community Junior Colleges
 - B. Writing and Classification of Behavioral Objectives
 - C. Self-instruction Techniques and Methods
 - D. Multi-media Materials and Methods
 - E. Evaluation Procedures for Self-paced Instruction, Formative and Summative.

- 1.3.4 Each faculty member shall design an appropriate learning strategy for at least one course, hereinafter referred to as Course I, to include self-instructional or other techniques, written behavioral objectives and their associated evaluation procedures. Upon submission of the completed course to the Dean, the President, or the Dean, shall forward to the author written course approval or disapproval within 45 days of receipt. (Approval shall be retroactive for faculty who have completed one or more years of service at the time this document is effected).

- 1.3.5 Each faculty member shall implement, manage and evaluate student performance in at least one course each semester, to include several or all of the following:
 - A. Recruitment, training, evaluation, and supervision of Learning Associates.
 - B. Budgeting and purchasing of course materials.
 - C. Administration of laboratory operations.
 - D. Planning and design of new facilities, and redesign of existing facilities.
 - E. Student guidance and evaluation.
 - F. Participation on college committees.
 - G. Teaching, via lectures, small group sessions, and tutorials.
 - H. Participation in student life, college and community activities.

At the end of each semester, but no later than 30 days following the last day of the semester, the President, or his designee, shall forward to the faculty member an approval or disapproval of his performance in the functions covered by this section. (Approval shall be retroactive for faculty who have completed one or more years of service at the time this document is effected).

- 1.4 Reappointment. Third year of service; terms and conditions for reappointment.
- 1.4.1 For those serving in their second year, written notice of Board action shall be given by the Secretary by January 30 of the second year of service.
- 1.4.2 Same as Section 1.3.2
- 1.4.3 Same as Section 1.3.3
- 1.4.4 Course Revision. The initial course design, Course I, Section 1.3.4, shall be revised:
- The revised Course I, shall be submitted as set forth in Section 1.3.4.
- 1.4.5 Same as Section 1.3.5
- 1.5 Reappointment with tenure. Fourth year of service; terms and conditions for reappointment with tenure:
- 1.5.1 The faculty member shall receive the President's recommendation for tenure appointment and the approval of the Board.
- 1.5.2 Written notice of reappointment with tenure shall be given by the Secretary to the appointee by December 15 of the third year of service.
- 1.5.3 Same as Section 1.3.3
- 1.5.4 During or before the third year of the pretenure period, but not later than October 1 of the third year of service the faculty member will have refined Course I, incorporating at least two learning strategies, one of which shall be self-instructional. Approval will be obtained in accordance with Section 1.3.4.
- 1.5.5 During or before the third year of the pretenure period, but not later than October 1 of the third year of service, the faculty member shall submit a refinement of Course I, based upon a comparison of the first two years of experience.

Approval of refined Course I will be obtained in accordance with Section 1.3.4.

- 1.5.6 Section 1.3.5 is included in its entirety here, excepting that approval by the President shall be conferred by November 1 of the third year of service.
- 1.5.7 During the first two years of the pretenure period, the faculty member shall develop one additional course, which shall be self-instructional or other strategy.

Approval of Course II, will be obtained in accordance with Section 1.3.4, excepting that it shall have been submitted to the Dean no later than October 1 of the third year of service. (Approval shall be retroactive for faculty who have completed one or more years of service at the time this document is effected).

- 1.5.8 A faculty member who has received approval for the design, management, implementation and evaluation of Course I; has revised and refined Course I; has received approval for the design of Course II; has received the approval from the President as specified above; and has completed the credit hours of graduate school training as required by Section 1.3.3; shall be deemed to have demonstrated positive evidence of excellence in teaching, in scholarly achievement, in college and community service and in the fulfillment of professional responsibilities.
- 1.5.9 A faculty member who meets all of the above criteria and who does not receive the recommendation of the President of the College for tenure appointment shall be given the opportunity to petition the Faculty Personnel Committee and, upon its recommendation, to appear in hearing before the Board of Trustees of the College and to call witnesses for the hearing.

2.0 SECTION B. Rank Designations

A tenured faculty member shall receive academic rank on September 1 of the fourth year of service, based upon performance at that academic level during the third year. Maintenance or change in rank subsequent to tenure rank designation shall be in accordance with Item 2.6 Section B.

For the purpose of this section, the following definitions apply:

2.1 Student Credit Hours per Year

The sum of SCH (No. of students x credit hours/course) for the contract year to include the SCH for students who change I's to a passing grade during the evaluation year.

2.2 Number of Courses per Year

The number of courses per contract year managed, implemented, and evaluated. A course is defined as in Section A. Tenure, and as in the college catalogue, e.g. ACCT 1013 Principles of Accounting I (3).

2.3 Number of Students

The number of students in each course at the beginning of the final examination period who have completed the course learning configuration and are eligible to sit for the final examination.

2.4 Student Achievement Criteria

The student shall achieve stated objectives at a level satisfactory for transfer to a senior institution if in a transfer course, or at a level satisfactory for employment if in an occupational course.

2.5 Efficiency

The percentage of students who meet the Student Achievement Criteria.

$$\text{Efficiency} = \frac{\text{No. of Students who meet student achievement criteria (Item 2.4 above)}}{\text{Number of Students (Item 2.3 above)}} \times 100$$

2.6

Minimum Performance and Professional Criteria for Rank Designations with Tenure

Rank	College Enrollment (F.T.E. Students)	Minimum Student Credit Hour (Load Requirement 2)	Efficiency %
Professor	3000-4000+	1840	85
	1500-2999	1380	85
	0 -1499	920	85
Associate Professor	3000-4000+	1380	80
	1500-2999	920	80
Assistant Professor	3000-4000+	920	75
	1500-2999	460	75
Instructor	3000-4000+	920	75
	1500-2999	460	75
	0 -1499	230	75

- (1) Tenured faculty rank shall be conferred only upon teaching faculty as defined in Section A.
- (2) For the ranks of Assistant Professor, Associate Professor and Full Professor, the SCH criteria shall apply for the teaching of two different courses per contract year.

(For the rank of Instructor, the SCH criteria shall apply for the teaching of one course each semester per contract year.) (Recommended for deletion by the President).

Faculty members teaching more than two courses shall meet the SCH criteria of the next lower academic rank.

Faculty members who meet the Full Professor SCH criteria for a given FTE student level shall receive a credit equivalent to 460 SCH for each additional course assigned per year.

2.6 Performance Criteria for Maintenance or Change in Academic Rank.

Subsequent to tenure appointment with rank, a faculty member shall be evaluated each year in accordance with the performance criteria of Section B, Item 2.6. A faculty member who performs for three consecutive years at an academic level shall be reconfirmed in, or changed to that rank.

2.7 Definition of Inefficiency

Faculty members performing for three consecutive years below the level required for instructor rank are by definition, and in fact, inefficient, and will be dismissed for cause.

