



RARITAN VALLEY
COMMUNITY COLLEGE

Faculty Contract

Agreement between
Raritan Valley Community College
Board of Trustees
and
Raritan Valley Community College
Faculty Federation

For the period
July 1, 2014
through
June 30, 2015

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PREAMBLE

This Agreement is hereby entered into between the Raritan Valley Community College Faculty Federation, Local No. 2375 AFT, AFL-CIO, hereinafter referred to as the "Federation" and the Board of Trustees of Raritan Valley Community College, hereinafter referred to as the "Board" for the period beginning July 1, 2014 and ending June 30, 2015.

WITNESSETH

WHEREAS, The Board and the Federation recognize and declare that providing quality higher education for the students of the College 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 members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President, and

WHEREAS, The Board and the representatives of the Federation have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement, and

WHEREAS, The Board has a statutory obligation, pursuant to Chapter 303, Public Laws of 1968, and Chapter 123, P.L. 1975 as amended, 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 as follows:

ARTICLE I
UNION RECOGNITION UNIT

The Board hereby recognizes the Federation as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty of the employer, full-time teaching assistants, librarians, counselors, and chairpersons when performing teaching duties, whether under contract, on leave, employed or to be employed by the Board, but excluding: department chairpersons, deans, assistant deans, associate deans, full-time administrative services personnel, managerial executives, classified personnel and adjunct faculty.

For the purposes of this Agreement, department chairpersons will continue to have faculty rank and may earn tenure. It is further agreed that sabbatical leaves granted to chairpersons shall not reduce the number of sabbatical leaves intended for other members of the bargaining unit, either by other provisions of this Agreement or by established Board policy.

ARTICLE II DEFINITIONS

All members of the bargaining unit are referred to as "faculty members" for the purpose of this Agreement only. The term "teaching faculty" when used hereinafter in this Agreement shall apply to full-time classroom teachers with academic rank. Definitions covering non-teaching faculty members of the Federation are as follows:

A. **Librarians** - The librarian is a faculty member of the library. Librarians work on an academic calendar but may be required to work, by their supervisor, during periods of time when the teaching faculty is on holiday or a recess. Individuals who are required to work during these periods shall be granted compensatory time off at a mutually agreed upon convenient time. The librarians may recommend to their supervisor a work calendar for these periods where they have mutually agreed, among themselves, to a work schedule to cover the library as required during these periods. A librarian's work year shall be for 10 months commencing with the faculty reporting date and ending with the last working day in June and shall have a work week consisting of thirty-five (35) hours. Work days in excess of one hundred ninety-four (194) per year shall be compensated by an equal number of days off, to be mutually scheduled by the librarian and his/her supervisor. Librarians shall be appointed with academic rank. Librarians shall not be required to work a split shift unless mutually agreed upon by the faculty member and the administration.

All full-time librarians shall be offered a minimum of ten (10) days of per diem work during the summer. Sick days accumulated by the librarians shall apply to summer contracts.

B. **Teaching Assistants** - While the specific duties of these personnel may differ for different departments or divisions, depending upon the purpose and function of the laboratory, their duties generally include the assisting of faculty in teaching laboratory sections and the supervising of staff and student assistants. They are involved in laboratory preparations and maintenance of laboratories. They test experiments and make revisions as required. For academic preparation of laboratories, they shall be allowed a minimum of two (2) and a maximum of four (4) hours as determined by the appropriate academic dean within their 35-hour work week, including a maximum of twenty-five (25) lab contact hours. All academic preparation officially assigned shall be accomplished on campus. These personnel work an academic calendar with the exception of the Department of Science and Engineering Division personnel who may be required to work five (5) days in addition to the academic calendar, split as required, before the start of each semester, and shall be paid at the per diem rate for this period of time.

C. **Counselors** - A counselor is a faculty member in student affairs who counsels and advises students on matters of educational, vocational, and personal concern. He/she is appointed to a 12-month administrative calendar without academic rank with one month (22 days) paid vacation, and shall have a work week consisting of thirty-five (35) hours. In addition, counselors shall not be required to work during spring break.

In order to facilitate staff development, the Administration agrees to provide each counselor two (2) days release time per semester as scheduled by the Administration in consultation with the Counseling staff.

Counselors shall be granted compensatory time on an hour-for-hour basis in the event they are assigned to work more than thirty-five (35) hours in any work week. Compensatory time may be accumulated up to one (1) day before being taken during a semester. Compensatory time will not be lost if not taken because a mutually agreeable time could not be scheduled during the semester.

D. **Academic Department Chairperson** - A Department Chairperson is a full-time member of his/her academic department and is nominated by the tenured and tenure-track faculty members from that department and is appointed at the sole discretion of the Senior Vice President for Academic Affairs. A Department Chair serves a term of three years and may not serve more than two consecutive terms. The Federation acknowledges that the additional compensation for Department Chair duties is not established under this Agreement, but is a management prerogative.

ARTICLE III
BOARD AND FEDERATION RIGHTS AND PRIVILEGES

- A. The Board of Trustees retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board of Trustees or its agents to deal with governmental agencies, external educational associations and professional organizations provided, however, that this dealing shall not repeal, rescind, or otherwise be inconsistent with the terms and conditions of this Agreement.
- D. Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times.
- E. 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, but not limited to, negotiations, grievances, conferences, etc., they shall suffer no loss of pay.
- F. The Federation and the Board shall have the right to post notices of concern on campus. The Federation may use faculty mail boxes for communications to its members and use the College internet and mail services.
- G. The Federation may use College facilities, supplies and equipment such as, but not limited to, computers, duplicating equipment, and all types of audio-visual equipment at reasonable times when the equipment is not otherwise in use.
- Payment shall be made periodically for the aforementioned supplies at College cost prices. The Federation shall be liable for damage or loss of equipment used for such purposes, normal wear and tear excepted.
- H. The Board agrees to furnish to the Federation as soon as possible, upon request to the President of the College, the following documents:
1. Approved minutes of Board meetings
 2. Roster of faculty, including salary as adopted by the Board with faculty member's addresses and phone numbers
 3. Last known addresses of former faculty members when requested
- I. The Faculty Federation shall be assigned private office space for use of the Faculty Federation President.

J. The Board will deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, the required amount of monthly dues and will submit such dues monthly to the Treasurer of the Federation.

J. ARTICLE IV
RIGHTS AND PRIVILEGES OF FACULTY

A. Pursuant to the laws of the State of New Jersey, the Board hereby agrees that all faculty members have the right to organize freely, join and support the Federation for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any right conferred by the laws of New Jersey or the constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Federation and its affiliates, his/her participation in any activities of the Federation or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

B. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity and expression, disability, genetic information, atypical hereditary cellular or blood trait, marital status, civil union status, domestic partnership status, military service, veteran's status, and any other category protected by law.

C. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and building programs.

D. Faculty members shall not be required to work, teach or perform any other function in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety. The physical limitations of any room shall not be exceeded.

E. Faculty will not be assigned in an area in which they lack academic preparation or professional training or equivalent experience except in cases where the faculty member, the administration, and the Federation agree this could be to the mutual advantage of the faculty member and the College.

F. Vacancies

1. For the purpose of this Agreement a vacancy shall be defined as any of the following situations:

- a. The creation of any new position
- b. The consolidation of two or more existing positions
- c. An increase and change in the responsibilities and duties of the individual holding a particular position whereby the duties and responsibilities of the original position are significantly changed
- d. A change in the job title or compensation accompanied by the change in responsibilities and duties set forth in paragraph "c" hereof
- e. The elevation of a job title to the rank of Dean or higher

The parties further agree that a vacancy shall not be declared where there are *de minimis* changes in job responsibilities without any of the factors cited “b,” “c,” “d” and “e” above being present.

2. Notice of any professional position vacancy at Raritan Valley Community College, whether it be administrative or faculty, shall be announced to all faculty and staff through college email and posted on the college website at least one week prior to publication elsewhere.
3. Faculty members who are applicants for such an opening shall be notified of the disposition of their application prior to the adoption of the resolution by the Board of Trustees filling such position.

G. Official Announcements

The College shall make available to the faculty any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty, and the Federation shall make available to the Dean of Academic Programs and Partnerships and the Director of Research and Assessment like information.

H. Relief from Instructional Duties

A faculty member shall only fulfill administrative functions voluntarily. When a faculty member does fulfill administrative functions with the authorization of Senior Vice President for Academic Affairs, he/she shall be granted relief from instructional duties to the extent of the time and effort involved at the mutual agreement of the Senior Vice President for Academic Affairs and faculty member.

- I. The President of the Federation shall be provided with copies of all faculty schedules and overload contracts upon request.
- J. Just Cause Provision - No faculty member shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her professional services without just cause.
- K. Required Meetings or Hearings - Before the Board or the President meets with a faculty member regarding any matter concerning his/her continued employment, salary, or any increment pertaining thereto, he/she shall be given one (1) week's prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him/her and represent him/her during such meeting or interview.
- L. Professional/Personnel Files - There shall be two files: a professional file and a personnel file. The professional file shall contain any and all information relative to the individual's teaching competence and performance, achievement, research, and contributions of an academic and professional nature as well as official evaluations necessary for reappointment, promotion and tenure. It is the responsibility of the faculty member to make certain his/her professional file is complete. The professional file shall be kept in the office of the Senior Vice President for Academic Affairs. The personnel file shall contain all information regarding educational credentials and terms and benefits of employment as well as material not germane to the professional file. The personnel

file shall be kept in the office of the Director of Human Resources. No other file shall be kept except for pre-hiring materials, including confidential references.

A faculty member will be permitted to personally review his/her personnel/professional files during normal hours of operation. The individual may place any addition in writing that he/she wishes without limitation. Written request for deletion of certain material from personnel/professional files may be made to the President by the faculty member.

The President's decision shall be final, except where objective information is viewed as factually incorrect by the faculty member. If the President refuses to delete the objective information in question, the faculty member may grieve the presence of the material.

ARTICLE V
APPOINTMENT AND RETENTION OF FACULTY

A. Appointments to the faculty of Raritan Valley Community College shall be made by the Board of Trustees as provided by law.

B. When a prospective employee accepts a position at Raritan Valley Community College, he/she shall be provided with a copy of this written Agreement, the position description, and his/her written contract which shall contain, but not be limited to, the following:

1. Title
2. Dates for which employment is effective
3. The salary rate stated in annual terms as well as proration, when applicable
4. The name of the employee
5. Academic rank or grade (where appropriate)

C. Initial hire - At the time of initial hire, credit for previous collegiate teaching experience, equivalent teaching experience other than College teaching, and equivalent business, industrial, or professional experience is granted as determined by the administration. Degrees earned and/or experience should be in the subject field or equivalent for which a faculty member is hired.

D. A person hired as a full-time faculty member for a portion of an academic year shall be paid a proportionate share of an academic year salary. He/she shall be entitled to the following full-time benefits: health insurance, dental insurance, and professional liability insurance. A faculty member shall not be assigned a full teaching load to be compensated on the basis of a part-time salary schedule.

E. Teaching faculty members and librarians shall be considered probationary employees until tenure is granted and shall be ineligible to apply for a formal grievance hearing if not reappointed during the probationary time. Federation members who do not have rank and who are not eligible for tenure may exercise the right of a hearing before the President of the College to show just cause for non-reappointment after a fifth or subsequent contract if the Federation member believes that the non-reappointment is arbitrary, capricious or discriminatory. The Federation member shall have the burden of proof to show arbitrary, capricious or discriminatory action.

F. During the term of this contract there shall be no general reduction in staff except for good cause, such as a reduction in College finances and/or reduction in student enrollment. In the event of such a reduction, tenured bargaining unit members who are retrenched are entitled to re-employment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).

ARTICLE VI
CRITERIA, TIME IN RANK, SCHEDULE AND
COMMITTEES FOR REAPPOINTMENT, TENURE AND PROMOTION

A. Criteria

At this time, as a result of the Ridgefield Park decisions, it is understood that the establishment of criteria for reappointment, tenure, and promotion is a management prerogative, and that the following sections are for information only and can be changed by the Administration as they determine appropriate.

1. Performance Criteria

The following broad and inter-related criteria shall be considered in assessing candidates for reappointment, tenure and promotion. For annual reappointment, prior to tenure, these criteria are flexible and are meant to serve as general guidelines. Not all criteria must be met each year for reappointment. For tenure, each of the general criteria must be met.

The Board of Trustees and Federation agree that the purpose of promotion is the recognition of meritorious performance and not merely the meeting of minimal qualifications.

The criteria are as follows:

- a. Satisfactory performance of faculty duties and evidence of effective teaching as documented by self, administrative and student evaluations and peer observations or, in the case of non-teaching faculty, satisfactory performance of duties.
- b. Professional development related to the individual's disciplines such as:
 - (1) Successful completion of approved graduate course work and/or continuing education in one's academic or related field. In the case of faculty members who earned a terminal degree in their field, evidence of continued study in that field.
 - (2) Presenting a professional paper or serving on panels at regional or national meetings or seminars or active committee membership in regional or national professional societies and organizations.
 - (3) Publication(s) in recognized journal(s) pertaining to a candidate's academic field or publication of a book(s) or monograph(s).
 - (4) On-going professional practice in those disciplines including, but not limited to, nursing where professional practice in one's discipline is necessary to obtain or maintain certification.
- c. Evidence of College contributions which entail sustained, positive faculty involvement such as:
 - (1) Department Chairpersons

- (2) College Forum and Committees
- (3) Academic Department Committees
- (4) College Ad Hoc Committees
- (5) Committees that involve college-wide projects, i.e., Arts Festival, etc.
- (6) Assistance in registration and recruitment activities
- (7) Community-oriented programs
- (8) Student guidance, counseling and/or club advisor
- (9) Major contributions to the College through administrative, academic and Federation leadership.

d. Evidence of community contributions such as:

- (1) Career advisory committees
- (2) High school visitations
- (3) Work with local school faculty
- (4) Student placement
- (5) Membership and work with community service organizations and/or County and State agencies and committees
- (6) Development of seminars - e.g., law enforcement
- (7) Guest speaking appearances
- (8) Participation in public awareness programs

2. Academic Experience and Time in Rank

a. Teaching Faculty and Librarians

In addition to the general criteria for reappointment, tenure and promotion listed above in section A.I of this Article, specific criteria must be met for promotion from one rank to another.

- (1) Instructor: Master's degree in appropriate subject area.
- (2) Assistant Professor: Five (5) years of college teaching of which four (4) must have been served at Raritan Valley Community College. A faculty member will be expected to serve a minimum of four (4) years in the rank of instructor. He/she will be required to have a Master's degree plus 9 credits beyond the Master's degree.

In the case of individuals who have earned their graduate credits in doctoral programs that do not offer a Master's degree, a Bachelor's degree plus 39 credits shall serve in lieu of the Master's degree plus nine credits.

- (3) Associate Professor: Seven (7) years of college teaching, of which five (5) years must have been served at Raritan Valley Community College. A faculty member will be expected to serve a minimum of four (4) years as assistant professor. He/she will be required to have a Master's degree plus 18 credits beyond the Master's degree.

- (4) Professor: Nine (9) years of college teaching of which five (5) must have been served at Raritan Valley Community College. The faculty member will be expected to serve a minimum of four (4) years as associate professor. He/she will be required to have earned a doctorate, approved terminal degree or ABD plus additional documented professional development.

Teaching Faculty And Librarians
Academic Experience And Time in Rank

Rank	Academic Requirements	College Level Teaching Experience	Minimum Time in Previous Rank at RVCC
For promotion to the rank of:			
Instructor	Master's degree in appropriate subject area		
Assistant Professor	Master's degree plus 9 credits	5 years	4 years
	In the case of individuals who have earned their graduate credit in doctoral programs that do not offer Master's degree, a Bachelor's degree plus 39 credits shall substitute.		
Associate Professor	Master's degree plus 18 credits	7 years	4 years
Professor	Doctorate; approved terminal degree; or ABD plus additional documented professional development	9 years	4 years

b. Counselors

While counselors are not appointed to academic rank nor eligible for tenure, counselors shall be classified in four grades: Counselor I, Counselor II, Counselor III, and Counselor IV.

The following criteria will be used in every case involving promotion from one counselor category to another:

- (1) Counselor I: A Master's degree in the appropriate subject area.
- (2) Counselor II: Five (5) years of counseling experience of which four (4) continuous years must have been served at Raritan Valley Community College. A Counselor II will be expected to serve a minimum of four (4) years as Counselor I.

He/she will be required to have a Master's degree plus nine (9) credits beyond the Master's degree.

- (3) Counselor III: Seven (7) years of counseling experience of which five (5) continuous years must have been served at Raritan Valley Community College. A Counselor III will be expected to serve a minimum of four (4) years as a Counselor II. He/she will be required to have a Master's degree and 18 credits beyond the Master's degree.
- (4) Counselor IV: Nine (9) years of counseling experience of which five (5) continuous years must have been served at Raritan Valley Community College. A Counselor IV will be expected to serve a minimum of four (4) years as a Counselor III. He/she must have earned a doctorate degree or earned 30 credits beyond a Master's degree.

The appointment of Counselors shall be according to the following schedule:

Counselor I: An annual appointment for each of the first five years.

Counselor II: Reappointment every two (2) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselor III: Reappointment every three (3) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselor IV: Reappointment every four (4) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselors
Academic Experience And Time In Rank

Grade	Academic Requirements	Counseling Experience	Minimum Time in Previous Grade at RVCC
For promotion to the rank of:			
Counselor I	Master's degree in appropriate subject		
Counselor II	Master's degree plus 9 credits	5 years	4 continuous years
Counselor III	Master's degree plus 18 credits	7 years	4 continuous years
Counselor IV	Doctorate or Master's degree plus 30 credits	9 years	4 continuous years

c. Exceptions to a (Teaching Faculty and Librarians) and b (Counselors)

- (1) In special cases, recognized achievement in specialized fields may be accepted in lieu of graduate course work or continuing education for promotion from one rank to another. Nine (9) years or more of experience in business, industry or the professions may be considered by the administration to be the equivalent of a Master's degree plus nine (9) credits; twelve (12) or more years of experience may be considered by the administration to be the equivalent of a Master's degree plus 18 credits.
- (2) The requirement of the doctorate may be waived in specialized fields in which advanced graduate work on this level is unusual or unavailable. In such cases, significant, recognized professional achievement may be an acceptable substitute for the doctorate.
- (3) Credit for graduate level courses taken at other than college institutions may be granted toward promotion just as credit is granted for graduate courses at universities. These courses shall be certified for credit by the Program on Non-collegiate Sponsored Instruction (PONS I) or other such certifying council agreeable to the Federation and the College.
- (4) It is mutually understood and agreed that the President of the College may, under extraordinary circumstances, waive the standard requirements for reappointment and promotion to any academic rank.

B. Committees for Reappointment, Tenure and Promotion

1. Academic Department Review Committees:

a. Membership:

Each academic department shall act as the Review Committee for all candidates being considered for reappointment, tenure and promotion in that department. Every full-time, tenured department member shall be a member of the Department Review Committee. The Department Chair will chair the committee and prepare a summary of the committee's assessment of the candidate. Each committee member will sign off on the summary report and submit additional comments if deemed necessary. The Department Chair may prepare his/her own comments and recommendations. Department members shall recuse themselves when necessary to avoid a conflict of interest or the appearance of impropriety. The Department Chair will submit the report to the Senior Vice President for Academic Affairs.

b. Responsibilities:

- (1) Using the criteria outlined in Section A, Committees will review and assess the qualifications of each candidate for reappointment, tenure and promotion. The

Committees will review all pertinent documents including self, peer, student, and administrative evaluations.

- (2) Members of the Committee must attend all scheduled meetings of the Committee. The Committee shall still have the authority to act regardless of whether all members are in attendance. The failure of all members to be present for discussions or when a determination is made shall not affect the validity of the Committee's determination.
- (3) All members are required to cast affirmative or negative votes. Neither abstentions nor votes by proxy will be permitted.
- (4) Each tenured member of the department shall conduct at least one peer observation of each candidate before the candidate is considered for tenure. The observations will be coordinated and scheduled through the Department Chair.
- (5) During the first four years of employment all candidates will be assessed and qualitatively ranked as follows: Recommended, Recommended Contingent Upon Improvement, or Not Recommended. If a faculty member elects to take reduced load of fewer than twelve (12) contact hours in a semester, that semester will not be counted toward the four years of employment.

All candidates for tenure or promotion will be assessed and qualitatively ranked as follows: Recommended or Not Recommended.

- (6) Committee recommendations and written documentation supporting the recommendations shall be forwarded to the Senior Vice President for Academic Affairs and the faculty member by October 15 for reappointment and tenure and by March 1 for promotion. "Recommendations" shall consist of the candidate's strengths, weaknesses and a list of specific ways in which a candidate can demonstrate improvement in areas of weakness. Individual votes and the deliberation and minutes of the Committee shall be confidential. The faculty member has until October 30 for reappointment and tenure and March 15 for promotion to respond to the report in writing if they desire.

2. Professional Standards Committee:

a. Membership, Selection and Term:

The committee shall include four (4) members appointed by the Federation; and four (4) members appointed by the president, including the Dean of Instruction who shall serve as Chair. The remaining three (3) members appointed by the president may be chosen from faculty members or Administrators with years of experience in higher education administration and/or some classroom experience. Members will be appointed annually to two (2) year staggered terms.

b. Responsibilities:

- (1) Using the criteria outlined in Section A., the Committee will review and assess the qualifications of all candidates for reappointment, tenure and promotion. The Committee will review all pertinent documents including evaluations and all recommendations of the Academic Department Review Committee, including those from previous years; all summary reports on the candidate from previous Professional Standards Committee deliberations and shall interview all candidates for tenure and promotion. The Committee may augment the review process by conducting classroom observations for faculty members being considered in the third or fourth year for reappointment, in the fifth year for candidates for tenure, and in all cases for promotion.
- (2) All Committee members will have voting responsibilities.
- (3) All members are required to cast affirmative or negative votes. Abstentions will not be permitted.
- (4) During the second, third and fourth years of employment all candidates will be assessed and qualitatively ranked as follows: Recommended, Recommended Contingent Upon Improvement or Not Recommended. If a faculty member elects to take reduced load of fewer than twelve (12) contact hours in a semester, that semester will not be counted toward the four years of employment.

All candidates for tenure or promotion will be assessed and qualitatively ranked as follows: Recommended or Not Recommended.

- (5) Committee recommendations and written documentation supporting the recommendations and qualitative ranking shall be forwarded to the Senior Vice President for Academic Affairs by December 15 for reappointment and tenure and March 30 for promotion. Individual votes and the deliberation and minutes of the Committee shall be confidential.
- (6) A copy of the Professional Standards Committee report along with the Academic Department Review report will be placed in the faculty member's professional file.
- (7) If there are any concerns expressed in the Professional Standards Committee Report, the Senior Vice President for Academic Affairs will discuss the report with the Department Chair and the Chair will address those concerns in the Professional Growth Plan. The candidate will receive a copy of the Plan and the determinations of the Academic Department Review Committee and the Professional Standards Committee. Following receipt of the Plan by the candidate, the Senior Vice President for Academic Affairs and the Department Chair will conduct a conference with the candidate in which they shall review with the candidate the determination and Plan and the relevant portions of the candidate's professional file.

C. Schedule for Review and Recommendations for Reappointment, Tenure and Promotion

1. Reappointment and Tenure:

- a. After the Academic Department Review Committee report the Department Chair shall forward the departmental recommendations to the Professional Standards Committee by October 30.
- b. Professional Standards Committee shall forward recommendations to the Senior Vice President for Academic Affairs by December 15.
- c. The Senior Vice President for Academic Affairs shall forward recommendations to the President of the College by January 15.
- d. Notice of intent to reappoint shall be given in writing no later than the last day of February during the first year of service and not later than the last day of January thereafter. Faculty members shall have until March 15 to notify, in writing, the President of the College of his/her decision to continue or terminate employment.

2. Promotion:

- a. Application for promotion: Faculty members who meet the eligibility requirements for promotion and wish to be considered for promotion in the next academic year, will notify their department chair on, or before November 1, and shall submit a formal application to the Chair of the Professional Standards Committee on, or before, January 15. The faculty member must submit, along with his/her application, specific documentary statements detailing how he/she has fulfilled the criteria outlined in Section A of this Article.

Faculty who wish to be considered for tenure and promotion in the same year shall submit a formal application to the chair of the Professional Standards Committee by September 30 for the tenure review. Under such circumstances, the promotion decision shall follow the same calendar as the tenure decision.

- b. After the Academic Department Review Committee report the Department Chair shall forward the departmental recommendations to the Professional Standards Committee by March 1.
- c. The Professional Standards Committee shall forward recommendations to the Senior Vice President for Academic Affairs by March 30.
- d. The Senior Vice President for Academic Affairs shall make his/her recommendations to the President of the College by May 1.
- e. The President of the College shall forward his/her recommendations to the Board of Trustees by the end of the academic year. The Board of Trustees will act upon the recommendations on or before June 30.

- f. The college will make a good faith effort to notify each faculty member of the Board's decision regarding promotions within 48 hours after the Board meeting at which such decision are approved. Faculty members who are not promoted shall be scheduled for an interview with the Senior Vice President for Academic Affairs as soon as possible but generally not longer than two (2) weeks following notification. At that meeting a timetable will be established for the development of a Professional Growth Plan. The reasons for non-promotion shall be stated in writing upon the written request of the faculty member involved.

Materials for Performance Review:

1. The following materials will be permanently placed in the faculty member's professional file. Materials shall include:
 - a. Self-evaluations
 - b. Student evaluations
 - c. Teaching observations
 - d. Academic Department Review Committee Reports
 - e. Professional Standards Committee Reports
 - f. Professional Growth Plans
 - g. Administrative reviews
2. The documents identified in items b through g will be provided to a faculty member and placed in that faculty member's professional file.
3. The copy of the Professional Standards Committee report placed in the faculty member's professional file will not reflect the individual votes of Committee members, Committee deliberations or Committee minutes.
4. A faculty member will receive notice of any document in a member's professional file after October 30 or March 1, and will be afforded an opportunity to submit a response to the document if it will be considered in the College's decision to grant tenure, to reappoint or promote.

ARTICLE VII
PERFORMANCE REVIEW FOR REAPPOINTMENT, TENURE AND PROMOTION

A. Purposes:

1. To acknowledge teaching effectiveness, professional achievement and department/college/community contributions.
2. To strengthen faculty development and promote quality instruction.
3. To provide a sound and reasonable basis for recommending faculty for reappointment, tenure and promotion.

B. Procedures: See Table on the last page of the contract for Important Contractual Dates

1. Self-Evaluation:

Each faculty member, tenured and untenured, shall submit a completed annual self-evaluation to the Department by May 31 of each academic year. The self-evaluation shall include evidence of teaching effectiveness, professional development, college and community contributions, records of course and/or program development.

2. Student Evaluations:

An approved student evaluation of instruction instrument shall be administered each semester in at least two (2) classes for all faculty members. Evaluations shall be completed by December 1 for the Fall semester, and May 1 for the Spring semester. Departments may add an instrument of their choice as an additional evaluation, on a trial basis, with the approval of the Dean of Academic and Student Services. The student evaluation instrument will be reviewed every three years for continuation or replacement by a committee appointed by the Senior Vice President for Academic Affairs.

3. Peer Teaching Observations:

- a. Each non-tenured faculty member will be observed at least once during each academic semester for a minimum of eight (8) observations (including the chair observation) in the first four (4) years with at least one (1) observation from outside the department. Tenured members of the candidate's academic department shall observe the candidate at least once before the tenure decision, but the tenure decision will not be affected if a tenured faculty member does not complete a teaching observation. The failure of any peer member to complete or participate in an observation shall not affect the validity of the College's evaluation nor shall it interfere with the College's right and ability to make a determination and take action. Peer observers and the class(es) to be observed will be selected by mutual agreement between the faculty member and the Department Chair. The schedule of peer observations of all departmental tenured and untenured faculty as well as the classes to be observed will be finalized by October 1. Teaching assistants will be observed at least once during each academic semester.

- b. Non-tenured faculty will observe at least three tenured faculty members during their first three years. They shall submit within 7 working days a report (narrative) discussing the class activities and teaching strategies they observed that they could apply to their own classes. The faculty member will send copies of this report to the Department Chair and the Dean of Faculty.
 - c. Tenured Faculty members will be observed at least once every two (2) academic years. Faculty in academic areas not eligible for tenure, upon the completion of five (5) years of employment, shall be evaluated once every two (2) years.
 - d. Faculty members being observed will be given at least five (5) working days' notice prior to any class observation. This provision will not apply in the event of an emergency. The Federation President will receive notification of the emergency observation within two (2) business days after its occurrence.
 - e. Prior to the class observation, the faculty member being observed shall submit to the peer observer, a course syllabus containing learning objectives and the criteria he/she uses for student evaluation.
 - f. Class observations shall last for one (1) full class period.
 - g. Peer observers shall submit, within seven (7) working days, a typed observation report with comments about teaching strengths and weaknesses observed and recommendations for areas which may require improvement. A conference to discuss the report with the faculty member will be scheduled by the peer observer. Faculty members being observed shall have an opportunity to attach a written response to the observation report.
 - h. A copy of the report, course materials, and any written responses prepared by the faculty member will be forwarded to the Department Chair for review and placement in the faculty member's professional file.
 - i. Non-tenured faculty members may request additional teaching observations. Such requests shall be made to the Department Chair or the appropriate dean who shall, within the semester, schedule the additional observation(s) requested.
4. Department Chair Review of Non-Tenured Faculty:

Each non-tenured faculty member will have at least one class observation per year performed by an appropriate Department Chair during their first semester of the first year.

Newly hired tenure-track faculty will have at least one class observation performed by the Dean of Faculty during their first year, including pre and post observation conferences. An informal report of the Dean's observation will be submitted to the faculty member and his/her Department chair, but a formal written report will not be included in the faculty member's professional file.

5. Professional Growth Plans:

- a. The Chair will meet with untenured faculty to develop a Professional Growth Plan by February 15, and at that time review the recommendations of the Professional Standards Committee and Academic Review Committee. A tenured faculty member, who is denied promotion, has the option to meet with the Chair by May 15 to develop a PGP and review the recommendations of the Professional Standards Committee and Academic Review Committee.
- b. The Professional Growth Plan (PGP) will address.
 - Professional Standards and Academic Review Committee recommendations
 - Progress on goals set during the previous PGP
 - Progress in teaching effectiveness
 - Opportunities for professional development and college contributions.
 - Observations from observing tenured faculty and recommendations in strengthening teaching goals for the coming year.
 - Specific needs of the Department related to faculty responsibilities.
- c. The Chair will submit the PGP to the faculty member for signing and commentary and place it in the faculty member's file.
- d. The Chair will monitor the faculty member's progress under the PGP and will mentor the faculty member as necessary.

C. Review for Reappointment of Untenured Faculty

1. The Academic Department Review Committee shall meet by October 15 to review the faculty member's professional file and will qualitatively rank the faculty member as follows: Recommended, Recommended Contingent Upon Improvement or Not Recommended. For first year hires it is not necessary to have an Academic Department Review report or a Professional Standards Committee report. First year hires will have peer observations, student evaluations, chair observation, self-evaluation, and a professional growth plan in their file for review the following year.
2. The Department Chair will summarize the assessments of the Academic Review Committee and previous Professional Standards Committee recommendations and send it to the Professional Standards Committee by October 30.
3. Professional Standards Committee's recommendations are sent to the Senior Vice President of Academic Affairs by December 15 and then to the President by January 15.

D. Administrative Review for Tenured Faculty

Every three years the tenured faculty member's responsibility will be to present to the Chair for review a PGP reflecting peer observations, student evaluations, self-evaluations, and the faculty member's goals and responses. The Department Chair's responsibility will be to

submit this entire file to the SVPAA by May 30. The SVPAA will review the faculty member's PGP.

E. Review for Promotion

When a faculty member applies for promotion, the Academic Department Review Committee will meet and review the candidate's professional file. The Department Chair shall prepare a summary of the Academic Department Review Committee's assessment of professional growth and the resulting Recommended or Not Recommended. The Chair will submit the summary to the Professional Standards Committee by March 1.

ARTICLE VIII
SALARY POLICY

A. The Board agrees that the initial salary for faculty appointments for the duration of this contract shall not be less than the amount shown below for each rank. These minimum salaries shall also apply to all current members of the bargaining unit in their current rank and shall constitute the minimum for promotion into a higher rank.

Faculty Rank	Min 2014-2015
Professor	\$78,937
Associate Professor	\$69,571
Assistant Professor	\$57,977
Instructor	\$53,516
T/A	\$40,137
Counselors	Min 2014-2015
Counselor IV	\$87,612
Counselor III	\$77,216
Counselor II	\$64,347
Counselor I	\$59,393

B. The salaries of faculty members (excluding temporary appointments of one year or less) and who are teaching as of June 30, 2014, of any previous year will be adjusted as follows:

Effective July 1, 2014 2.0%

The following are the overload rates for the period covered by this Agreement:

*Academic Year	Rate
2014-2015	\$1,033

**Effective date is July 1 of each year.*

Each full time faculty member will receive a one-time \$500 bonus upon the ratification of this agreement.

C. Salary increments for promotion from one rank or grade to another shall be six and one-half (6.5%) percent, or the difference between the member's salary (after any annual increase and the promotion increase) and the minimum for the new rank, whichever is greater.

D. Pay Days - The Board shall have prepared monthly payrolls for the period September through June (10 months). Faculty members shall be paid one-half of the net amount due them for each

month on the fifteenth (15th) and last day of the month or on the last day of school prior to the fifteenth (15th) or last day of the month if the fifteenth (15th) or last day of the month shall fall on weekends or holidays. Faculty members may elect to receive their ten (10) months pay over twenty (20) or twenty-four (24) payments. All deductions such as hospitalization and pension will be based on a 20-pay plan. If faculty members elect to be paid on the twenty-four (24) payment plan, the 20th through the 24th payment for that year will be made to those persons on June 30th of each year.

ARTICLE IX
WORKLOAD

A. The workload formula is applicable only to full-time teaching faculty who are members of the bargaining unit as recognized in the Board-Faculty Agreement. The formula's use is restricted to the two semester academic year. It is not designed for use between the Fall and Spring semester nor in the period following the Spring session, nor in the Summer, either in pre-session or regular session, even if portions of these sessions fall within the period covered by the contract.

1. The annual workload for teaching faculty shall be 30 contact hours per academic year; 15 contact hours shall constitute a normal workload for each academic semester.
2. Assigned Overload: Contact hours assigned in excess of fifteen (15) per semester or thirty (30) per academic year, will be compensated at the overload rate based on the contact hour(s) in excess of fifteen (15) in the Fall semester, or contact hours in excess of thirty (30) for the academic year.
3. The normal workload of thirty (30) contact hours per academic year may be unevenly assigned between the Fall and Spring semesters by mutual agreement between the faculty member and the administration. Under this provision, it is understood that overload compensation will be paid for contact hours in excess of thirty (30) for the academic year.
4. Faculty who are assigned to teach large groups with multiple discussion sections shall be considered in load for the semester with twelve (12) contact hours and a minimum student load of one hundred twenty-five (125) students.
5. If more than three (3) preparations are assigned, twelve (12) contact hours will be considered a full load and any contact hours over 12 will be paid at the overload rate. Any faculty member, who is in load with four preparations, may not elect to have more than one course of elective-overload. If a faculty member teaches a course as a traditional section and an online section, the online section will count as a separate preparation.

Three (3) credit courses:

Four (4) different preparations put you at 12 credits.

- There is no assigned overload
- Only one elected overload is allowed
- Total of 15 contact hours including one overload course.

For example, for three contact hour courses you are not eligible

- if you teach 3 different three contact hours courses or
- if you teach 2 Macroeconomic and 2 Microeconomic courses

Four (4) credit courses:

Three (3) four contact hour courses only gives you 12 credits so you must be assigned an additional course to make load and meet the four (4) preparation rule.

- You have to be assigned the fourth course to be eligible for the 4 prep rule
- You are allowed one elected overload
- A total of at least 7 contact hours would be the allowed overload

For example, for four (4) contact hour courses

- If you teach 2 courses that are the same you are not eligible.

Note:

- Online Courses count as a new preparation
- Faculty are allowed to waive online course as a separate preparation.
- Remember the administration has the right to determine what is load and what is overload.

6. No more than seven (7) sections of English Composition may be assigned to a faculty member each academic year, and no more than four (4) sections will be assigned in any one semester. Class size in all English Composition course sections will be limited, generally to twenty-three (23) students. Prior to the last day of the previous semester, the Senior Vice President for Academic Affairs will distribute a written notice to all English faculty members advising them that they must notify the Senior Vice President for Academic Affairs if they will not accept additional student enrollment in their English Composition course sections in the next semester. Such notification must be received by the Senior Vice President for Academic Affairs no later than August 15 or January 1 preceding the semester, or by the first day of in-person registration, whichever is earlier. Unless notification is received by the Vice President, additional students may be enrolled in English Composition, not to exceed twenty-five (25) students on the tenth (10th) day enrollment report. Enrollments over twenty-three (23) will be compensated at a rate of one-fourth (1/4) the overload rate per student.
7. In the case of licensed programs such as nursing, three (3) hours in load will be the maximum off-campus facility preparation time.
8. The following provisions further define the workload for faculty members in physical education:

All physical education courses shall receive full contact hour credit.

The annual workload of thirty (30) contact hours may include the assignment of physical education activity courses, non-activity courses, or a combination thereof. Should a physical education faculty member be assigned four (4) separate course preparations of non-activity courses, this will constitute a full load.

9. Laboratory: The workload for teaching faculty whose assignment includes laboratory supervision/instruction or laboratory evaluation shall be calculated as follows:
 - a. Supervision and instruction: A faculty member assigned to supervise and provide instruction in a laboratory shall receive credit for one (1) contact hour for each hour of scheduled laboratory.
 - b. Evaluation: Each hour of a scheduled laboratory evaluated by a teaching faculty member but supervised by other than the teaching faculty member will be calculated as one-quarter (1/4) of a contact hour.
10. A maximum of two (2) evening course sections may be assigned as part of the normal workload. The administration will consider the personal situations of individual faculty members when assigning evening courses, and make every effort to rotate evening course assignments equitably within each academic department.

B. Elected Overload

1. Faculty members shall receive preference to teach courses which will place them in elected overload. The selection of courses shall be made by the Dean of Academic and Student Services in consultation with the faculty.

Effective July 1, 1998, faculty members desiring to exercise their preference to teach courses which would place them in elected overload, must notify the Dean of Academic and Student Services, by August 1, before the Fall semester and by December 1, before the Spring semester. Failure to notify the Dean of the desire for elected overload shall waive the faculty member's right to the preference. It does not disqualify them from teaching overload courses by mutual agreement.

2. Elected overload shall be compensated at the overload rate times the number of course contact hours.
3. Elected overload assignments are limited to two (2) course sections to a maximum of ten (10) contact hours per semester and two (2) course sections to a maximum of ten (10) contact hours during each summer session that does not overlap with another. No faculty member may teach two (2) successive course sections in elected overload during the regular academic year or in any of the summer sessions until every teaching faculty member in the discipline who has requested such an assignment has been assigned a course section.

Assignments will be based on academic qualifications and experience at the College and shall be made by rotation order as determined by the faculty in the discipline, unless the faculty is unable to agree on the rotation, in which case the decision will be made by the administration.

C. In computing load, the administration shall determine which courses shall constitute load and which courses shall constitute overload. The faculty member shall receive his/her assignment at the earliest practical time and it shall be finalized no later than the fifth (5th) day of classes each semester.

D. Each faculty member shall be assigned no more than 240 students each semester (or in the case of physical education faculty, no more than 240 students per module).

1. **Class:** A class is a conventional group, generally with a maximum student enrollment of forty (40). Prior to the last day of the previous semester, the Dean of Academic and Student Services will distribute a written notice to all faculty members advising them that they must notify the Dean if they will not accept additional student enrollment in their classes in the next semester. Such notification must be received by the Dean no later than August 15 or January 1 preceding the semester or by the first (1st) day of in-person registration, whichever is earlier. Unless notification is received by the Dean, additional students may be enrolled, not to exceed forty-two (42) students, on the tenth (10th) day enrollment report. Enrollments over forty (40) will be compensated by a rate of one-fourth (1/4) the overload rate per student. This definition shall restrict class size in this category.
2. **Large group:** A large group is a class which combines lecture with multiple discussion sections taught by the same instructor. A discussion section does not mean a laboratory.
3. **Laboratory:** A laboratory includes traditional science laboratories such as used in the teaching of Biology, Chemistry, Physics, and Engineering. Included also are laboratories, clinical, and studios used in the teaching of courses in such disciplines as Business, Computer Information Systems, Visual and Performing Arts, Nursing, and Office Systems Technologies.
4. **Class size in developmental math classes [Elementary Algebra, Intermediate Algebra and Arithmetic]** will be limited to twenty-four (24) students or to the number of computers in the lab room, whichever is smaller.

E. All teaching faculty must schedule at least four (4) office hours per week. Office hours are not to be scheduled during the College hours. Each faculty member with an elected overload shall schedule one (1) office hour per week for each elected overload class section. Office hours shall be scheduled to provide maximum convenience for the students as determined by the administration in consultation with faculty members.

F. Cooperative Education, Internships, and Independent Study

1. A faculty member supervising a student(s) enrolled in cooperative education or internship shall be compensated at one-fourth (1/4) of the overload rate per student. The maximum number of such students assignable to a faculty member will be fifteen (15) students per semester.

2. A faculty member supervising a student(s) enrolled in independent study shall be compensated at one-fourth (1/4) of the overload rate per student. The maximum number of such students assignable to a faculty member will be ten (10) students per semester.
3. A faculty member who is assigned two (2) courses in elected overload may not be assigned additionally more than nine (9) students in cooperative education or internship, five (5) students in independent study, or seven (7) students in any combination thereof.

G. Summer Assignments: Faculty assigned to teach in any summer session, pre-session, or the period between the fall and spring semesters will be compensated at the overload rate per contact hour.

H. The Federation President shall have a reduced workload of 40%.

I. When the administration determines that it is appropriate, the Senior Vice President for Academic Affairs will solicit from all faculty members their interest in projects which may result in the granting of release time. The administration reserves the right to award release time as it deems appropriate. This section does not apply to Article IV-F.

J. Exceptions to the above workload formula may be made with the mutual agreement of the Senior Vice President for Academic Affairs and the individual faculty member. All such exceptions will be recorded in the faculty member's personnel file and sent to the Faculty Federation President.

K. Reduced Load

Teaching faculty members may request a reduction in full-time load under the following conditions:

1. A faculty member desiring to take advantage of the option for reduced load must apply by February 15th of the preceding academic year. The request must identify the full duration of the reduction in load that may be for a period not to exceed three (3) academic years. A faculty member must declare the desired load for both semesters of the year by February 15th of the preceding academic year. This decision is irrevocable unless approved by the Senior Vice President for Academic Affairs. At the conclusion of the reduced load option, the faculty member must leave the College, retire or return to full-time status, or request an extension of a reduction in load not to exceed one additional year.
2. Under special circumstances an individual may be permitted to continue a reduced load for one year only beyond the three-year period upon approval of the President.
3. Salary and all other benefits will be reduced proportionally, but health benefits and tuition reimbursement for graduate courses will remain as if the faculty member was working a full-time schedule. Sick leave will accrue and will be charged on the basis of 0.5 days, regardless of the number of contact hours taught.

Other contractual rights, as appropriate, shall remain in effect. Statutorily mandated benefits shall be impacted as required under the law. All other obligations required of a full-time faculty member shall be required on the same basis as if the faculty member was working full-time. These shall include, but not be limited to, office hours, service on committees, attendance at departmental and College meetings and commencement.

4. The teaching load after reduction may be from 18 to 24 contact hours annually. A minimum of 3 teaching days on campus is required for a load of 12 contact hours per semester and a minimum of 2 teaching days on campus is required for a load of 9 contact hours per semester. There may be ramifications of a reduced load on the faculty member's pension benefits, as well as on the ability to participate in the health benefits through the State of New Jersey (for those who are eligible). Therefore, it is important that a faculty member electing reduced work load, particularly before retirement, contact the Division of Pensions and, if appropriate, the State Health Benefit Program, to examine the impact.
5. The President reserves the right to deny a request a reduction in load. Any denial shall be accompanied by a written letter stating the reason for denial.
6. A faculty member granted a Sabbatical during the period when the Reduced Load schedule is in effect must opt for a one-year Sabbatical leave at one-half pay (one-half of the full salary for the year of the Sabbatical) or agree to accept compensation based on the reduced load option selected during the semester of the reduced load.
7. No more than ten percent (10%) of the faculty may participate in the reduced load option in any semester. Exceptions to this limit may be approved by the President.

L. Advising Students

In addition to their normal teaching responsibilities, faculty members have a responsibility to advise students, to the best of their ability, as to courses, schedules, sequencing, transfer and other educational issues.

1. Full-time faculty, including librarians and counselors, will be assigned either to advise ten (10) students each semester or to assist in the advising center or in other advising activities ten (10) hours each semester. The college will make good faith efforts to accommodate requests by faculty to be assigned to the advising center or other advising activities in lieu of being assigned individual students.
2. Faculty will advise students during posted office hours, in person or by phone, or during on-line hours. Faculty assigned individual students, are expected to advise each student approximately one hour per semester.
3. Each faculty member will receive \$40.00 per student per semester or \$40.00 per hour, if assigned to the advising center or other advising activity, as compensation for this responsibility. Payments will be made on or before December 15 and June 30 of each semester upon completion and submission of appropriate documentation

4. The Administration will establish procedures for assigning and tracking students and for advising and counseling students attending the advising center or participating in other advising activities.
5. The Administration will provide training and follow-up support to faculty members with regard to the advising of students under this provision.

M. Extra Work

1. A faculty member who conducts a program review will be compensated for one additional contact hour at the overload rate.
2. A faculty member who serves as a coordinator will receive the equivalent of a three (3) contact hour stipend per semester at the overload rate.

N. Faculty Development

1. Each faculty member, including counselors and librarians, will participate in training and activities to promote excellence on the campus.
2. Beginning the Spring semester 2006, the Federation and the College will collaboratively discuss topics which could be designated for college-wide involvement. The Senior Vice President for Academic Affairs shall select the topics(s) and design the training and activities. Faculty members, who participate in these designated activities, will receive a payment of \$100 per semester. Upon submission and completion of appropriate documentation, payment for participation shall be made on or before December 15 and May 15 of each semester. Participation in such activities will require approximately two (2) hours of time each semester. Participation in such designated activities will be optional.

ARTICLE X
ONLINE COURSES

A. Ownership

The ownership (copyright) shall be shared equally between the College and the faculty member developing the course. The rights and responsibilities under this shared ownership shall be assigned in the following manner:

RVCC will have the responsibility of registering and defending the copyright of on-line courses.

When material/course is developed on Sabbatical leave (granted in part for development of an on-line course) or for release time or stipend, RVCC can use the material/course in perpetuity. If the material/course is developed without College support, the material/course belongs to the faculty member, but the College has the right of first refusal to offer the course.

RVCC will give the faculty member the first right to teach or modify the course before assigning it to someone else. The author of the course will get an attribution mention.

If the course is sold or leased, the faculty member receives 75% and RVCC receives 25% of all revenues.

Before the course is approved for online development and at the time of a major revision, the faculty member and Senior Vice President for Academic Affairs will agree on those materials included in the course in perpetuity and those materials a faculty member may take with him/her when another faculty member teaches the course. Parties also agree to negotiate a one-time payment if RVCC wants to include those unique materials in the course when someone else teaches it.

B. Compensation

Any faculty member who is approved to develop a course for on-line delivery shall be awarded three hours of released time for development. The released time may be taken either during the semester of development or the semester of first offering.

C. Class Size

In the event a specific on-line course is being taught by an instructor for the first time, enrollment shall be limited to 75% of a traditional course as stipulated in the contract or 10th day enrollment of twenty (20) students, whichever is lower. When the instructor teaches the same course again, enrollment shall be limited to 75% of a traditional course as stipulated in the contract or 10th day enrollment of twenty-two (22) [thirty (30)] students, whichever is lower. In team-courses, the full enrollment of a traditional course will apply. The College reserves the right to designate seats to students enrolling through the NJ Virtual Community College Consortium.

D. Workload

If a faculty member agrees to accept the course reduction to develop the course, the faculty member shall be required to teach the course the semester after development and an additional two times, for a total of three (3) times within three (3) consecutive years. However, if for academic, financial or other reasons, the decision is made not to offer the course that has been developed; the faculty member shall not be held liable for the reduced workload already granted.

E. Evaluation Process

Faculty members teaching distance learning courses shall be evaluated in the same manner as all other faculty members. For on-line courses, faculty will be advised of the observation in accordance with Articles VII.B.3.b. and VII.B.4.a. (3). The College has the right to administer student surveys of on-line courses to evaluate the mode of instruction. The faculty member has the right to place the student survey of an on-line course in his/her file.

ARTICLE XI
EDUCATIONAL, INSURANCE, & MISCELLANEOUS BENEFITS

A. Admission to Courses

On a space-available basis, all faculty members are to be granted free admission and fees to two (2) courses per semester (credit and/or non-credit) at Raritan Valley Community College so long as there is no conflict with their own assignments as determined by the Senior Vice President of Academic Affairs. However, if a course requires the payment of a fee to a third party vendor or payment of a fee for supplies, and the course is unrelated to the faculty member's field of study, the faculty member will be responsible for the payment of the fee at the rate charged to the college. The faculty member will pay for the cost of the books.

On a space-available basis, faculty dependents, including spouse or civil union partner, children and other qualifying dependents under the US Internal Revenue Code, are to be granted free admission and fees to three courses (credit/noncredit) per semester at Raritan Valley Community College for which they meet entrance requirements. However, fees payable to a third party vendor, fees for supplies, and /or the costs of textbooks shall not be included. The payment of any third party vendor fee or payment of any fee for supplies shall be chargeable at the rate charged to the College. If the dependent is a full-time, matriculating student at the college, the limitation on credit courses per semester will not apply.

B. Educational Benefits

A faculty member shall be entitled to reimbursement of tuition and fees for graduate studies or continuing education sessions equal to eighteen (18) credits in any period beginning in September and ending in August, no more than six (6) of which can be in continuing education units. A faculty member shall be entitled to reimbursement for no more than two courses in any given semester, except if the faculty member is on a sabbatical leave or professional leave he/she may be reimbursed for up to nine (9) graduate credits in any given semester. First year personnel will be limited to 2 courses during their first year, starting with the second semester of their first year of employment. Reimbursement shall be at the graduate credit hour rate for the equivalent program at Rutgers, the State University, or at seventy-five (75) percent of the existing rate of the institution the faculty member is attending, whichever is the greater amount.

All reimbursed courses taken must be in an approved degree program or be related to the individual's work function at the College. Approval to enroll in a reimbursed graduate or continuing education course must be obtained from the appropriate Senior Vice President for Academic Affairs prior to enrollment. A faculty member shall be reimbursed for one-half (1/2) cost, at the above rate, upon enrollment; the remaining portion to be reimbursed upon satisfactory completion of the course. A faculty member shall reimburse the College for courses not completed or for courses where grades are not submitted within six (6) months of the semester's end unless an acceptable explanation for non-compliance is provided by letter to the Senior Vice President for Academic Affairs within the six (6) month period. In no case shall the Board pay for thesis or dissertation continuation. In all cases, it is the obligation of the faculty member to verify that reimbursable courses are not thesis or dissertation continuations.

C. Insurance Coverage

1. Each faculty member shall receive the right of personally prepaying premiums of all insurances to which he/she is entitled prior to or during any officially approved leave of absence without pay.
2. The Board shall maintain liability insurance for an amount equal to that provided all other college employees for all faculty members while they are conducting official college business. The Board shall insure against any civil action that would be brought against any faculty member for any act or omission arising out of and in the course of the performance of his/her duties of his/her office, position or employment.
3. The personal insurance coverage accruing to a faculty member shall be that term insurance provided in conjunction with the retirement system through the State of New Jersey.

D. Health Benefits

1. Faculty shall be eligible to enroll in the Health Benefit program offered by the College. Faculty members may also enroll eligible dependents, including domestic partners and civil union partners as defined by New Jersey statutes.
2. During the term of this Agreement, the College shall make available to all employees the School Employee Health Benefits Program, including NJ Direct 15, NJ Direct 10 and Aetna HMO.
3. Eligible Faculty shall be entitled to enroll in the health benefits program offered by the college. A faculty member may also enroll eligible dependents, including domestic partners as defined by New Jersey State statute. The college shall provide health care through the New Jersey School Employees Health Benefits program. The college under Chapter 78, P.L. 2011 effective June 28, 2011, is required to collect contributions through payroll deduction. The percentage rate of contributions is determined based on the employees' annual salary and the selected level of coverage, the percentage of health care and prescription premiums for a salary range cannot be less than 1.5% of the base salary. The increased employee contributions will be phased in over a 4 year period.
4. New faculty (all full time employees) hired after June 28, 2011, the effective date of Chapter 78, P.L. 2011 contribute at the highest percentage level (level 4) upon their hire date.
5. Prescription benefits shall change from the current self-insured plan to comparable coverage under the School Employees Health Benefits Program (SEHBP).
6. Each faculty member or his or her eligible dependents shall be entitled to reimbursement of bills of up to \$300 per fiscal year incurred as a result of obtaining a general physical examination (required lab work included) and/or a gynecological exam (required lab work included) and/or an ophthalmic examination and/or eye glasses or contact lenses incurred within that fiscal year. To obtain the benefit, the faculty member must present a personal

expense voucher, generally within sixty (60) days, and receipt(s) stating that the physical examination(s) was completed and/or the eyeglasses or contact lenses were purchased to the Benefits Manager. Also included must be evidence of partial payment or denial of all bills from his/her insurance carrier. In the event that more than one receipt is submitted for reimbursement, the faculty member must submit all receipts at one time. If bills are not forthcoming within the same fiscal year the physical occurred, notification must be provided to the Benefits Manager Office by June 30.

If a faculty member so chooses, he/she may skip a fiscal year and apply the **\$300** to a sum total of up to **\$600** for an examination(s) in the next fiscal year.

7. The Board of Trustees and the Faculty agree to provide members of the Faculty with a reasonable and customary Dental Plan for which the Board will pay fifty (50) percent of the premium per month. Federation will pay through payroll deduction fifty (50) percent of the Dental premium per month.
8. In the event health insurance provisions fail to meet requirements of ACA and its related regulations or cause the College to be subject to penalty, tax or fine, The Federation and College will meet immediately to bargain over alternative provisions so as comply with ACA and avoid and/or minimize any penalties, taxes or fines for the College. The parties agree that this reopener is limited to the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic including but not limited to compensation.

E. Miscellaneous Benefits

1. If the Administration requires a faculty member to operate his/her personal motor vehicle in the performance of regular business of the College, the College shall reimburse the faculty member at the State rate per mile to cover all motor vehicle expenses, including insurance, paid by the faculty member. However, before using his/her personal vehicle, a faculty member agrees to provide a minimum of five (5) working days advance notification to reserve a College vehicle.
2. For the duration of this contract, Child Care Center fees for children of the Faculty will be as follows:

For the first child, employees earning:

- Less than \$60,000 shall receive a 37.5% discount from the full rate
- \$60,000 to \$70,000 shall receive a 25.0% discount from the full rate
- \$70,000 to \$80,000 shall receive a 12.5% discount from the full rate
- \$80,000 or more are responsible for the full rate.

There will be no College discount granted on fees.

Attendance for additional children will be billed at one-half (1/2) the standard rate for the age of that child. The "first child" is defined as the child who is regularly enrolled on a continuous basis; the "additional children" are the ones who have been at the Center for less time than the first child, or the ones who are considered drop-ins or summer only participants.

Among all groups of College employees, registrations will be accepted on a first come, first served basis within parameters set down by the Child Care Center policies.

ARTICLE XII FACULTY FACILITIES

- A. The Board agrees to provide the teaching faculty with office space of such a nature that the counseling of students can be conducted in a satisfactory manner.
- B. Telephone -Every faculty member will be assigned a separate extension number for telephone service.
- C. Lounges – The College will provide lounges for employees that are comfortable and quiet.
- D. Conference Rooms, Etc. - There will be adequate conference rooms available to the faculty for purposes of departmental meetings, special meetings, and the like.
- E. Library, Supplies, Equipment, Storage, Special Purpose Rooms - So far as budgetary considerations allow, the Board will attempt to provide adequate space for supplies and storage as well as special purpose rooms and equipment rooms.
- F. Rest Rooms - Adequate rest rooms shall be provided.
- G. Special Services - Duplicating, Secretarial, Etc. - The faculty shall be provided with secretarial and clerical assistance.
- H. The Board shall provide adequate parking facilities for faculty at no charge.

ARTICLE XIII
SABBATICAL LEAVES AND ABSENCES

A. Sabbatical Leave

1. Sabbatical leaves are awarded by the Board of Trustees to selected members of the faculty to foster creative activities related to their disciplines. These activities should be of direct educational or institutional value to the College and they should increase the faculty member's professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing for the completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities clearly relevant to and designed to enhance the recipient's value to the College. Faculty teaching in academic areas of rapidly changing technologies and skills may qualify for Sabbatical Leave with a specific purpose of maintaining and developing advanced professional expertise and competencies.
2. Faculty members shall be eligible for consideration for sabbatical leave after the completion of six (6) academic years, excluding leaves of absence, at Raritan Valley Community College since beginning service or since the last sabbatical leave at Raritan Valley Community College. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work. Length of service alone does not satisfy the preceding criteria.
3. Sabbatical leave may be for one (1) semester or two (2) semesters in duration. Full salary at the salary rate which he/she would have received if he/she had remained actively employed will be paid for a one (1) semester leave, and half (1/2) salary of the salary rate which he/she would have received if he/she had remained actively employed will be paid for a two (2) semester leave.
4. It is the intent of the Board to grant a minimum of four (4) and a maximum of seven (7) sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of various faculty members whose superlative past performance, promise and plans for leave are demonstrably superior. Budget limitations must be justified on previous College financial budgets. At least one of the minimum of four (4) sabbaticals to be granted by the Board each year shall be for one (1) semester, unless the Faculty Sabbatical Leave Committee recommends otherwise. In the event that the maximum of seven (7) sabbatical leaves are granted during an academic year, at least two (2) of those sabbaticals will be for the full academic year.
5. Applications from faculty members for sabbatical leaves shall be submitted to a Faculty Sabbatical Leave Committee, with a copy to the Senior Vice President for Academic Affairs no later than December 1st of the year preceding the academic year for which the sabbatical leave is requested. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. The Faculty Sabbatical Leave Committee shall consist of five (5) members of the tenured faculty. Two (2) will be appointed by the Faculty Federation and three (3) will be appointed by the President of the College. The five (5) Committee members shall represent broadly the academic disciplines within the College. The Committee shall evaluate applications for sabbatical leave, shall interview applicants and shall forward to the President of the College the names of those faculty members whom the Committee recommends for sabbatical leave by January 31. (In addition, the Senior Vice President for Academic Affairs shall forward his/her recommendations to the President. The President shall make his/her recommendations to the Board of Trustees and the Board shall act on these recommendations at the regular February meeting. The decision with respect to the granting or refusal to grant more than three (3) sabbatical leaves shall be a matter wholly within the discretion of the Board and such decision shall not be subject to grievance, except where the procedures stated in this Article are violated.
7. The recipient of a sabbatical leave retains such rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he/she is obligated to return to continue his/her employment at the College for at least one academic year after completion of his/her sabbatical leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed during the period of his/her absence. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study, but employment during sabbatical leave for increased income is incompatible with the purpose of this program.
8. Recipients of sabbatical leaves shall, immediately upon their return to the College, submit to the President, Senior Vice President for Academic Affairs and their colleagues, a comprehensive written report of such activities and accomplishments of the leave and its value to the College.

B. Leave of Absence (Without Pay)

Any faculty member who has been employed at Raritan Valley Community College for at least three (3) full years may apply for a leave of absence without pay. Applications shall be filed with the Senior Vice President for Academic Affairs not later than March 1 preceding the academic year that the leave shall commence. In an emergency situation the faculty member shall make application as soon as possible to the Senior Vice President. The Senior Vice President for Academic Affairs shall review the application and submit it with his/her recommendations to the President for action. Tenure shall not accrue during leaves of absence. A faculty member shall not be eligible for salary increases while on such leave of absence without pay.

C. Maternity/Paternity Leave

1. A faculty member who is pregnant is entitled to receive up to twelve (12) weeks of leave for her own care, if medically necessary, unless the faculty member chooses to use vacation leave. The faculty member must submit an application in conformity with policies of the College.

2. Following the birth or adoption of a child, a faculty member is entitled to twelve (12) weeks leave. The twelve (12) weeks leave may be extended, with the consent of the College, by permitting the faculty member to teach a reduced load.
3. Prior to the expiration of the leave under paragraph 2 above, a faculty member may apply to further extend her/his leave.
4. The faculty member may use paid vacation or sick time during leave taken pursuant to paragraphs 1, 2 and 3 above. If the faculty member chooses not to use paid vacation or sick leave, the leave shall be unpaid.
5. While a faculty member is on leave under the provisions of paragraphs 1 and 2 above, all medical benefits to which the faculty member is entitled under the contract will continue. If a faculty member is granted an extended leave under paragraph 3 above, the faculty member will be responsible for medical benefit premium payments for that portion of the extended leave for which the faculty member does not use paid vacation or sick leave.

D. Death or Illness

1. Five (5) days of bereavement leave shall be granted to faculty members in the event of death in the immediate family (natural or surrogate parents, wife, husband, son or daughter), and other members of the employee's immediate household.
2. All faculty members shall be entitled to twelve (12) days of sick leave each academic year, with the following exceptions: after five (5) years of service, librarians and the Coordinator of Health Services shall be entitled to thirteen (13) days and counselors to fifteen (15) days of sick leave per year. Such leave will be accumulated for use in event of illness to be used in subsequent years as needed. The Board may require proof of illness.

Upon retirement from the College at age 62 or over, with fifteen (15) years or more of full-time consecutive service at the College, the faculty member shall receive a lump sum payment equal to twenty-five (25) percent of the unused portion of his/her accumulated sick leave up to a maximum of thirty-seven and one-half (37-1/2) days payment, computed at the average per diem rate he/she has earned at the College during the last three years of full-time employment (i.e., this in effect means that if a faculty member has accumulated one hundred fifty (150) days of sick leave, he/she will be paid for thirty-seven and one-half (37-1/2) days of that accumulated time). Accumulated sick days in excess of one hundred fifty (150) are not subject to percentage compensation.

3. Sick Leave Bank - A sick leave bank will be established for use by faculty members who have suffered an extended disability and/or catastrophic illness and have exhausted their own sick leave. The bank will be administered by a committee of two (2) administrators appointed by the President and one (1) faculty member appointed by the Federation. Composition of the administrators of the sick bank will conform to state statute.

- a. At the end of each fiscal year, all faculty members may contribute unused sick days which are in excess of their statutory entitlement of ten (10) days per year for personal illness.
- b. In order to be eligible to use the sick leave bank, a faculty member must have contributed at least two (2) days within the prior one (1) fiscal year to the bank. Exceptions may be considered in extraordinary circumstances. A faculty member cannot contribute unless they have at least one (1) continuous year of service as of June 30 of each year.
- c. The total sick leave bank shall not exceed one thousand (1,000) days. A faculty member must contribute to the bank in order to maintain his/her eligibility, even when such contribution would cause the bank to exceed the maximum of one thousand (1,000) days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at one thousand (1,000) days.
- d. The Human Resources Office shall maintain the record of contributions and withdrawals from the sick leave bank.
- e. An eligible faculty member may present a claim to the Human Resources Office for additional sick leave from the bank after all personal sick leave days are exhausted. Upon presenting such a claim, the faculty member must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.
- f. Claims for sick leave from the bank may not be made for illness or injury resulting from a job-related condition which falls under the worker's compensation laws.
- g. Faculty members who do not qualify for participation in the sick leave bank program under this Article because they have less than one year of continuous service, can elect to participate in a Temporary Disability Plan by paying an amount equal to half cost of the premium, with levels of benefits to be equivalent to the State Disability Plan. At the time a faculty member is eligible to participate in the sick bank program, the member is not entitled to participate in the Disability Plan.
- h. No faculty member may claim more than one hundred five (105) days from the bank in any twelve (12) month period. Once a faculty member has used a total of one hundred five (105) days during any twelve (12) month period, he/she is not eligible for further withdrawals from the bank until he/she has worked twelve (12) additional months of continuous service.

Faculty members whose claims are validated using the above criteria will be paid as follows:

Years of Continuous Service	Percentage of Salary to be Paid
1 to 2 years	60%
3 to 5 years	70%
6 to 10 years	80%
More than 10 years	100%

E. Professional Days

Up to five (5) days for each academic year, with pay, may be taken at the discretion of the Senior Vice President for Academic Affairs to attend professional meetings. The faculty member shall make every effort to insure that his/her academic responsibilities are met during his/her absence. No more than three (3) days may be requested in any one semester.

F. Personal Leave

Leave shall be permitted for matters which cannot be cared for on free time and which would result in legal, business or family disadvantage if not attended to at the appropriate time. For all faculty except counselors and librarians, three (3) days per year shall be granted as personal leave for such purposes and shall not be cumulative. Librarians shall be granted three (3) days and counselors shall be granted three (3) days per year as personal leave for such purposes, which days shall not be cumulative. Such leave must be requested five (5) days in advance to his/her appropriate Dean, except in emergency situations, the faculty member shall give prior notification as soon as possible to the appropriate Dean. The faculty member shall make every effort to have his/her responsibilities met for that day. Personal leave is not to be used in conjunction with the first or last day of the calendar or with any vacation period.

G. Jury Duty

Both parties acknowledge that it is important to students that a Faculty member be present in the classroom and be otherwise available and accessible during the times when the Academic Calendar indicates that the College is in session. For that reason, if a Faculty member is summoned for Jury Duty during the academic year, the faculty member will use their best efforts to request that they be excused from Jury Duty at those times. If necessary, the College will provide support in that request.

If a Faculty member is required to attend Jury Duty during the academic year, the faculty member shall make arrangements for adequate coverage for their classes and other responsibilities during the period of their absence for Jury Duty. If the Jury Duty entails continuous presence in court for longer than one week, the College will assist the faculty member, if necessary, in arranging for coverage.

Faculty chosen for jury duty shall continue to receive full salary during the period of the service, but per diem compensation received from the government in excess of \$25.00 per day

will be returned to the College. A copy of the jury duty notice will be provided to the Director of Human Resources.

ARTICLE XIV
ADDITIONAL GENERAL CONDITIONS

A. Teaching Hours

1. Teaching faculty may be scheduled to teach within an eight hour period Monday through Friday daily except by mutual agreement of the faculty member and the Dean of Academic and Student Services. In the event that a teacher is scheduled to teach beyond 6:00 p.m., within his workload, he/she will not be scheduled on the succeeding day sooner than twelve (12) hours following the close of his evening class, except by mutual agreement of the faculty member and the Dean of Academic and Student Services.
2. Tentative teaching assignments shall be issued to all teaching faculty at least three (3) weeks before the beginning of the semester. Faculty may exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Dean of Academic and Student Services.
3. Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings, student conference hours, convocations and commencement. Attendance at full faculty meetings and departmental meetings shall be required. Absence from these meetings without written permission of the appropriate administrator shall constitute a loss of work and hence, a docking of pay. The administration will make every effort to hold full faculty meetings upon seventy-two (72) hours' notice.
4. Teaching faculty members shall not be required to be in attendance at the College during Christmas and Spring recess, or on Sunday or during inter-session, or at other times when classes are not in session except when required to do so by the calendar except by mutual agreement of the faculty member and administration. The time of any faculty member during the examination period not required for the administration of examinations may be utilized for departmental meetings, full faculty meetings, committee meetings, Faculty Federation meetings, and course preparation.

All new full-time Faculty members hired in the Fall term will be invited and required to attend a four-day orientation program at the College immediately prior to the beginning of classes. Faculty members who participate in the program for the four-day period shall be paid a stipend of \$200 for the period.

B. Holidays

Whenever a holiday which is observed by the College falls on a Saturday or Sunday and the State of New Jersey transfers its observance to the preceding Friday or following Monday, then that Friday or Monday shall be considered the holiday for all faculty at the College.

C. Attendance at College Functions

Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College at no charge.

D. Multi-media/Book Publications - Developed for other than Non-Traditional Courses

1. Multi-media materials such as tapes, video-tapes, slides, electronic recordings, etc. or books authored (other than in connection with non-traditional courses) by faculty members while employed at the College shall be the property (with all rights thereto) of the faculty member who produced the material. For materials developed as a result of assignment by the College, the faculty member retains ownership subject to the following exceptions:
 - a. The College can use the material for its academic programs.
 - b. The College is to be reimbursed to the extent of its direct contribution.

The ownership and rights in regard to materials developed or used in connection with non-traditional courses are not covered by this section. Those rights are outlined in Article X entitled "Non-Traditional Teaching-Online Courses."

E. Student Grievance

Faculty members shall be notified as to the nature of any student grievance within five (5) days of the commencement of an investigation of that grievance, except in cases where confidentiality is an overriding concern (e.g., sexual harassment).

Upon investigation, if the College Administration finds probable cause and the nature of the grievance is not of a serious nature to warrant disciplinary action, the Administration shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof. However, if the Administration finds probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the Administration shall advise the faculty member and the Federation President of the grievance.

The College Administration shall investigate the grievance and hold a hearing within thirty (30) school days. Ten (10) school days prior to the hearing, the faculty member shall receive all details available at that time regarding the grievance including the name of the grievant and related details. Additional information brought to light regarding the grievance during the ten (10) days prior to the hearing shall be made available to the faculty member as soon as possible. Following the hearing, the Administration shall make a recommendation to the College President within ten (10) days.

F. Class Changes

The master class schedule for each semester will be constructed on the basis of information provided by the several departments. Prior to submitting data, the Dean of Academic and Student Services, or his/her designee, will ask faculty members for suggestions as to the times

and locations of classes which should be scheduled. Faculty members will have five (5) days (excluding Saturday and Sunday) to submit their suggestions. A faculty request for special consideration will be submitted to the Dean of Academic and Student Services or his/her designee for approval.

After the master schedule has been completed and no later than the eighth (8th) day of classes, changes will be made only after the faculty member's request has been approved by the Dean of Academic and Student Services.

ARTICLE XV
SETTLEMENT OF DISPUTES PROCEDURE

A. General Provisions

1. In the adjustment of complaints and grievances, the Federation shall be represented by a Grievance Committee selected and designated by the Federation.
2. Matters involving the alleged violation, interpretation, application or performance of this Agreement shall be resolved through the procedure below.
3. For purpose of this article, the term “grievant” refers to the faculty member(s) on behalf of whom a grievance is filed.
4. Time limits contained in this Article may be extended by mutual agreement. Requests to extend time will not be unreasonably denied.

B. First Step

1. The grievant will first discuss the grievance with his/her immediate supervisor within ten (10) working days from the time the grievant knew or should have knowledge of such facts as would constitute a violation of this agreement.
2. The Federation will be notified of all First Step meetings. At such meetings, the grievant shall be entitled to be represented by the Federation.
3. If the grievance is not resolved at the First Step, the Federation or the grievant may appeal to the Second Step.

C. Second Step

1. An appeal to the Second Step may be filed with the Director of Human Resources by the Federation or the grievant within twenty (20) days from the date the grievant knew or should have known of the contract violation.
2. The appeal to the Second Step will be in writing and will set forth the provision of the contract alleged to have been violated, the factual basis for the alleged violations, including the dates upon which the violations occurred. The appeal will also state the relief sought. Copies of relevant documents will be provided along with the appeal.
3. One copy of the appeal will be sent to the supervisor. If the grievant filed the appeal, a copy will be sent to the Grievance Committee of the Federation.
4. Within ten (10) working days after the receipt of the appeal, the Director of Human Resources or his/her representative shall convene a meeting to review the grievance. The

Federation, the grievant, and the College will cooperate in an attempt to schedule a meeting within fifteen (15) working days from receipt of the Second Step appeal.

5. At the meeting, the Federation shall present the grievance and provide documents, witness testimony and other information in support of the grievance.
6. Within ten (10) working days of the meeting, the Director shall render a written decision either approving the grievance and granting mutually agreed upon relief, or rejecting the grievance and setting forth the reasons for the rejection.
7. The parties, by mutual agreement, may waive the Second Step meeting, in which case the Director will render a written decision within twenty (20) days from receipt of the appeal.

D. Third Step- Arbitration

1. If the grievance is not satisfactorily resolved at the Second Step, within twenty (20) working days of the Second Step decision or within twenty (20) working days from the date the Second Step decision was due, the Federation may file a request, in writing, to submit the grievance to binding arbitration.
2. In the event that the parties are unable to agree on a mutually acceptable arbitrator within five (5) working days from the submission of the grievance to arbitration, the Federation may file a request for the appointment of an arbitrator with the Public Employment Relations Commission.
3. The College and the Federation shall bear the expense of their own legal or other representatives. The expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the Federation.
4. The award of the arbitrator shall be final and binding on both parties.
5. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission.
6. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.
7. The award of the arbitrator shall be implemented within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.
8. At least one week prior to any arbitration, each side will furnish the other with a list of all witnesses and copies of all documents to be presented at the arbitration hearing.
9. In the event a grievance is filed fifteen (15) days prior to commencement, the grievance shall be filed directly to Step Two and a response to the grievance shall be made within five (5) working days.

ARTICLE XVI
APPLICATION OF PROVISIONS OF AGREEMENT

A. Three hundred fifty (250) copies of this Agreement shall be reproduced at the expense of the College and made available to the Federation on or before July 31, 2013.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. No-Strike Clause

The Federation agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The Board of Trustees agrees that it will refrain from locking out Federation members.

D. Understanding Clause

This Agreement incorporates the entire understanding of the parties on all matters which have or could have been subject of negotiations, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or evaluated this Agreement.

E. Successor Agreement

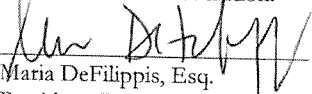
The Parties agree to meet on or before February 1, 2014, for the purpose of simultaneously exchanging negotiating demands.

ARTICLE XVII
DURATION OF AGREEMENT

This Agreement shall be effective for the period commencing July 1, 2014, and continuing through June 30, 2015, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 2014, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 2015, the parties hereto shall commence negotiations having for their purpose the settlement of the issue(s) raised by such notice.

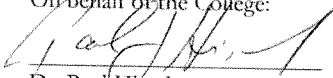
The Negotiating Committees for the above-captioned parties agree to this Memorandum of Agreement on January 20, 2015.

On behalf of the Federation:



Maria DeFilippis, Esq.
President, Faculty Federation

On behalf of the College:



Dr. Paul Hirsch
President, Board of Trustees

Table 1
Important Contractual Dates

Schedule for Reappointment & Tenure	
September 30	Application due for faculty applying for tenure & promotion at same time
October 15	Department Review Committee report sent to Senior VP and faculty member
October 30	Faculty may submit response to Department Report; Senior VP submits Report & faculty response if any to Professional Standards
November 1	Professional Standards Committee meets
December 15	Professional Standards Committee Report sent to Senior VP
January 15	Senior VP forwards recommendations to President
January 31	Written Notice of Reappointment due to all but first year faculty
February 15	Department Chair and untenured faculty develop Professional Growth Plan & submit to faculty file by end of month
February 28	Written Notice of Reappointment due to all first year faculty
March 15	Written Notice sent by faculty to President of Intent to continue or terminate employment

Schedule for Promotion & Performance Review for Tenured Faculty	
November 1	Department Chair notified of intent to apply for promotion
January 15	Promotion Application submitted to Chair of Professional Standards Committee
March 1	Academic Department Review Committee Report sent to Senior VP & faculty member
March 15	Faculty may submit response to Department Report; Senior VP submits Report & faculty response if any to Professional Standards
March 30	Professional Standards Committee Report sent to Senior VP
May 1	Senior VP forwards recommendations to President
May 15	Department Chair meets with faculty denied promotion to review Professional Growth Plan
On or Before Last Day of Term	President forwards recommendations to Board of Trustees
May 30	Tenured Faculty up for 3-year Review forward their Professional Growth Plan to Department Chair for submission to Senior VP
On or Before June 30	Board of Trustees act on Promotion