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COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE  
FACULTY ASSOCIATION

and

THE BURLINGTON COUNTY COLLEGE  
BOARD OF TRUSTEES

*(Employer)*

*1982 - 1984*



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1 THIS AGREEMENT is entered into by and between the Board of Trustees  
2 of Burlington County College, hereinafter referred to as the "Board",  
3 or as the "College" and the Burlington County College Faculty Associa-  
4 tion, hereinafter referred to as the "Association."

6 ARTICLE I

7 RECOGNITION OF EMPLOYEE REPRESENTATIVE

8 A. The Board hereby recognizes the Burlington County College Faculty  
9 Association as the exclusive bargaining representative as defined  
10 in Public Laws of 1968, Chapter 303 and as amended by Public Laws  
11 of 1974, Chapter 123, for all full-time instructional personnel  
12 under contract to the Board including:

- 13 1. Full-time teaching faculty holding the rank of instructor,  
14 Assistant Professor, Associate Professor or Professor.
- 15 2. Full-time Student Development and Learning Resources  
16 personnel holding faculty rank.

17 B. All other personnel are excluded from the bargaining unit.

18 C. Unless the context otherwise requires, any reference to instructor,  
19 teacher, professor, faculty, instructional personnel, student  
20 development personnel and learning resources personnel as used  
21 herein shall apply to all employees in the bargaining unit as  
22 defined above.

23 D. The term "unit members" shall mean all personnel covered by the  
24 terms of this agreement.

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ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations no later than November 1, 1983 for a successor agreement.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association data and information required by law to be made available to the public, including HEGIS Reports.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations. No formal negotiations shall take place unless the designated Chief Negotiator of both parties is present.
- D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.
- E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement.

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F. Upon mutual consent of the parties, a matter of significant impact may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties. Minor contract modifications may be made by mutual agreement of the respective chief negotiators. Such changes shall be made, initialled, and become part of the Collective Agreement.

G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

H. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

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ARTICLE III

APPOINTMENT OF UNIT MEMBERS

A. Initial Appointment

Unit members will be appointed in accordance with guidelines established by the Board. In making appointments, the Board of Trustees shall act upon the recommendation of the President. Initial salaries will be determined on an individual basis by the President or his/her designee.

B. Unit Member Contract Year

The initial contract period for full-time, 10-month unit members will include the Fall Semester, Winter Semester, and Spring Term or the Summer Term, Fall Semester, and Winter Semester. The faculty member's contract period may not be changed without his/her prior written approval.

C. Learning Resources Personnel and Curriculum Coordinators

1. Represented personnel in the Division of Learning Resources may be assigned either a ten (10) or twelve (12) month contract for the life of this Agreement. Under either option, these personnel shall work a thirty-seven and one-half (37½) hour workweek except Coordinators whose work schedule shall be determined by the division chairperson after consultation with the unit member.

2. These contract periods may not be changed except by mutual agreement between the applicable Division Chairperson or Administrative Supervisor and the person concerned.

3. Personnel who accept the 12-month contracts shall be subject to the official college calendar and workdays applicable

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to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLES XVIII and XXV of this Agreement.

D. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, s/he shall be paid on a prorated basis for that period of time which s/he is employed. S/he shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.
3. Exceptions may be made during supplemental terms to paragraph two (2) above providing that the provisions of Article XX are adhered to.

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ARTICLE IV

RETENTION OF UNIT MEMBER

A. Reappointment

1. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later than March 15 of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following ratification of such Agreement.

2. The President of the Faculty Association and the appropriate Division Chairperson and/or Administrative Supervisor shall receive on March 29 or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the Director of Personnel Affairs, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Personnel Office of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more than 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

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ARTICLE V  
NON-REAPPOINTMENT

A. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

5 - Year Tenure

2nd Year Contract	-	March 15 of 1st year
3rd Year Contract	-	February 15 of 2nd year
4th Year Contract	-	February 15 of 3rd year
5th Year Contract	-	February 15 of 4th year
6th Year Contract	-	February 15 of 5th year

B. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.

C. Delivery of such notice shall be made personally to the faculty member affected if she/he is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.

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ARTICLE VI

CONTRACT PERIOD

The contract period for full-time, ten (10) month unit members will include Fall/Winter/Spring or Summer/Fall/Winter.

ARTICLE VII

CONTRACT CONTENT

Individual Employment Contracts will be issued to full-time faculty for:

- A. All divisional appointments and renewals
- B. All supplemental term assignments.

A Memo of Assignment will be issued to faculty who coach or sponsor activities as described in Article XXV, paragraph E.

ARTICLE VIII

RESIGNATIONS

Unit members who wish to resign shall submit such resignation, in writing, to the President of the College at least 60 days prior to the effective date of such resignation.

ARTICLE IX

NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees.
- B. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.

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ARTICLE X

REDUCTION IN STAFF

Whenever it is necessary to decrease the number of tenured unit members due to financial exigencies, or due to the diminution of the number of students within the College, the Board of Trustees, upon recommendation of the President, will act in accordance with the prevailing statute(s) (18A: 60-3). (See Article XXXIII for additional information.)

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ARTICLE XI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Business

1. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on college property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

2. In recognition of services as a faculty leader and college advisor, the President of the Faculty Association shall be granted 3 points per semester and 2 points per term as part of his/her load during his/her normal contract period. In the event the President is a non-teaching faculty member, she/he will receive supplementary remuneration based on the above points multiplied by the point factor appropriate to his/her academic rank as identified in ARTICLE XVIII. In such case, the President of the Association shall fulfill the regular obligations of his/her position and workweek exclusive of time devoted to services as faculty leader and college advisor. Point values granted under this provision shall be paid at full value.

B. Use of College Property

1. With the prior approval of the President or his/her designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual

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1 use (which shall not require prior approval), at such times and  
2 places that will not interfere with, delay or defer any activities  
3 or functions of the College.

4 C. Association Liability

5 1. The Association will be responsible for payment of all damages  
6 to or loss of equipment and facilities due to the fault of the  
7 Association. The Association shall supply at its own cost or  
8 reimburse the College for stationery and other consumable items  
9 required for its use in carrying on the administrative, financial  
10 or operational functions of the Association.

11 D. Use of College Mail and Telephone Systems

12 1. The Association will be permitted the use of the College communica-  
13 tions system including internal mail and telephone systems. In  
14 all uses of the mail system for Association purposes, the contents  
15 must be identified as originating with the Association and bear  
16 the name or signature of an authorized Association representative.  
17 2. Use of the telephone shall be limited to internal use and such  
18 outside calls as are in the regular calling area of the College  
19 system. Long distance and toll calls shall be paid for by the  
20 Association.

21 E. Use of Bulletin Boards

22 1. The Association may post notices on mutually agreeable bulletin  
23 boards. All material posted must relate to official business  
24 of the Association.

25 F. Payroll Deductions for Association Dues

26 1. Introduction

27 Deductions from the payroll of any employee represented by the

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Association for the purpose of paying dues to the Associations enumerated in Paragraph 2 below shall be made in accordance with N.J.S.A. 52:14-15.9e and the prevailing business practices of the College.

2. Associations Eligible for Dues Deductions and Representation Fee Deductions.

- a. Burlington County College Faculty Association.
- b. Burlington County Education Association and/or its Higher Education Affiliate.
- c. New Jersey Education Association and/or its Higher Education Affiiate.
- d. National Education Association and/or its Higher Education Affiliate.
- e. Association of New Jersey County College Faculties.

3. Authorization to Commence Deductions.

- a. All authorizations for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.
- b. Each unit member shall submit his/her written authorization form bearing his/her signature to the Association Treasurer or her/his Treasurer.
- c. Notice of the name of the Association Treasurer and her/his designee shall be submitted by the Association President to the Director of Personnel Affairs or her/his designee.
- d. The Association Treasurer or her/his designee will submit all completed authorization forms to the Director of Personnel Affairs or her/his designee. The Director of Personnel

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Affairs or her/his designee will only accept authorization forms from the Association Treasurer or her/his designee, not from any other individual unit member. Any form which is incomplete or incorrect will be returned to the Association Treasurer or her/his designee.

e. All authorization forms must be received by the Director of Personnel Affairs or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Director of Personnel Affairs or her/his designee.

4. Authorization to Terminate Association Dues Deductions.

a. A unit member's consent to the College to deduct Association dues will not require annual renewal.

b. It is the responsibility of any unit member desiring to terminate Association dues deductions to so notify the Association Treasurer or her/his designee in written correspondence bearing the unit member's signature.

c. Written notifications to terminate Association dues deductions will be submitted by the Association Treasurer or her/his designee to the Director of Personnel Affairs or her/his designee. The Director of Personnel Affairs or her/his designee will only accept authorization forms from the designated Association Treasurer or her/his designee and not from any other individual unit member.

d. Once authorization to make Association dues deductions has been received by the Director of Personnel Affairs or her/his

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1           designee, the College shall continue to make such deductions  
2           until notified in writing to stop same or until the employee  
3           terminates employment with the College. Notification to  
4           stop deductions by any employee who shall remain on the payroll  
5           but whose sole desire is to terminate her/his membership in  
6           the Association must be received by the Director of Personnel  
7           Affairs or her/his designee a minimum of thirty (30) working  
8           days prior to the desired date of dues cessation. The only  
9           acceptable dates of cessation are January 1 and July 1.

10         5. Dues Rates

11           The Associations named in Paragraph 2 hereinbefore shall certify  
12           to the Director of Personnel Affairs or her/his designee in  
13           writing, the rate of its membership dues a minimum of thirty (30)  
14           working days prior to the date of the first payroll deduction.

15         6. Payroll Deductions

16           a. Deduction Schedule

17           Each fiscal year, one twentieth (0.05) of the total annual  
18           deductions of any and all Associations described in Paragraph  
19           2 above for which proper authorization has been received by  
20           the Director of Personnel Affairs or her/his designee shall  
21           be deducted from the employee's paychecks commencing with the  
22           second paycheck of the ten (10) month paydate schedule and  
23           concluding with the final paycheck of the ten (10) month  
24           paydate schedule.

25           b. A deduction will be made only if there is available an  
26           amount sufficient to cover, in full, the authorization after  
27           the priority of all remaining statutory and other payroll

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deductions have been met. Failure to have sufficient net pay available for the College to perform the full Association dues deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

- c. Remittance of deductions shall be made to the Association Treasurer by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.
- d. Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employee's terminating date.
- e. The Director of Personnel Affairs or his/her designee shall notify the Association of the termination of any Unit Member within one (1) workday of the time such notification is received by him/her.

G. Payroll Deductions for Representation Fee

1. Introduction

- a. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as

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majority representative.

b. Under the authority of N.J.S.A. 34:13A-5,6,7 & 8, the College shall in accordance with the provisions stated herein and the prevailing business practices of the College deduct from the payroll of any unit member who is not a member of the Association an amount equivalent to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members but in no event shall such fees exceed 85% of the regular membership dues, fees, and assessments. This representation fee shall be in lieu of dues for services rendered by the Association to unit members who are not members of the Association.

2. It is the Association's sole responsibility to have established and continue to maintain a Demand and Return System (enclosed as Reference E) which provides:

- a. Pro rata returns as described in New Jersey Statute N.J.S.A. 34: 13A-5,6,7, & 8.
- b. A provision by which employees who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair procedures placing the burden of proof on the Association.

Any such appeals shall be processed through this system and not through the Grievance Procedure contained in Article XXIV .

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3. Collection of this representation fee does not require any  
Unit member to become an Association member.

4. Payroll Deductions

a. Effective Date of Commencement of Deductions

(1) For employees who are on the payroll as of August 31  
of each year:

The second paycheck of the ten(10) month paydate  
schedule

(2) For employees re-entering the unit who previously  
served in a position included in the unit who continued  
in the employ of the College in a non-unit position  
and for employees who are recalled from layoff:

The first paycheck of the month following the  
successful completion of the first forty (40)  
working days of employment in a unit position follow-  
ing employee's reentry into the unit.

b. Deduction Schedule

Each year, one twentieth (0.05) of the total annual deduc-  
tions shall be deducted from the employee's paychecks  
commencing with the second paycheck of the ten (10) month  
paydate schedule and concluding with the final paycheck of  
the ten (10) month paydate schedule. No deductions will  
be made in July or August.

c. A deduction will be made only if there is available an  
amount sufficient to cover, in full, the authorization after  
the priority of all remaining statutory and other payroll  
deductions have been met. Failure to have sufficient net

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1 pay available for the College to perform the full  
2 Representation Fee deductions will relieve the Board of  
3 its responsibility to collect that amount from the unit  
4 member for that pay period.

5 d. Remittance of deductions shall be made to the Association  
6 Treasurer or her/his designee by the College Accounting  
7 Department no later than the 15th of the month following  
8 that in which the deductions were made.

9 e. Upon the termination of employment of any employee, the  
10 College will not collect any monies for unpaid representa-  
11 tion fee deductions for months subsequent to the employee's  
12 termination date.

13 5. Determination of Employees From Whose Paychecks the Representation  
14 Fee is to be Deducted.

15 a. On or about the last day of each month, the Director  
16 of Personnel Affairs or her/his designee will submit to  
17 the Association Treasurer or her/his designee a list  
18 (including names, position titles and dates of employment)  
19 of all employees who began their employment in a unit  
20 position during that month.

21 b. The College will deduct the representation fee from the  
22 paycheck of any employee for whom the College does not  
23 have an Association Dues Deduction Authorization Form.

24 6. The Association shall indemnify and hold the College harmless  
25 against any and all claims, demands, suits, and/or other forms  
26 of liability, including liability for reasonable counsel fees  
27 and other legal costs and expenses, that may arise out of or

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by reason of any action taken or not taken by the College in conformance with this provision of the Agreement.

H. Optional Payroll Deductions Made Available to Employees At the Request of the Association.

1. Introduction

Deductions from the payroll of any employee will be made upon the request of any employee for payments to the organizations enumerated in Paragraph 2 in accordance with any appropriate laws and regulations and the prevailing business practices of the College.

2. Organizations Eligible for Deductions

- a. Atlantic-Burlington County Public Employee Federal Credit Union.
- b. Washington National Insurance Company.
- c. Others which may be mutually agreed upon and which are permitted by any appropriate laws and regulations.

3. Authorization to Commence Deductions.

- a. All authorizations for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.
- b. All authorization forms must be received by the Director of Personnel Affairs or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Director of Personnel Affairs or her/his designee.

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4. Deduction Rates and Amounts.

The organizations named in Paragraph 2 herein before shall certify to the Director of Personnel Affairs or her/his designee in writing, the rate of its membership dues, a minimum of thirty (30) working days prior to each September 1.

5. Payroll Deductions for optional and/or additional programs

a. Deduction Schedule

(1) Each fiscal year, one twentieth (0.05) of the total annual deductions for the Washington National Insurance Plan for which proper authorization has been received by the Director of Personnel Affairs or her/his designee shall be deducted from the employee's paychecks commencing with the second paycheck of the ten month paydate schedule. No deductions will be made in July or August.

(2) Deductions for the Credit Union will be made from each appropriate paycheck.

b. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Association dues deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

c. Upon the termination of any employee, the College will not collect any monies for deductions for paydates subsequent to the employee's final paycheck.

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1 ARTICLE XII

2 INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

3 A. Outside Employment and Course Work

4 1. All faculty members recognize primary responsibility to their  
5 position at Burlington County College.

6 B. Instructor's Course and Classroom Rights and Responsibilities

7 1. Consistent with the stated catalog course descriptions, the  
8 primary responsibility for determining course content, course  
9 goals, learning objectives and the selection of appropriate  
10 learning materials and strategies rests with the faculty  
11 member who teaches the course.

12 2. In courses which are part of a sequence, it is the responsi-  
13 bility of the instructor to establish goals and course  
14 content so as to prepare students for the sequential course  
15 offerings.

16 3. Where more than one faculty member teaches the same course, the  
17 instructors, in consultation with the division chairperson, must  
18 agree on a basic core content.

19 4. The instructor shall be free to request any books, magazines,  
20 newspapers or other materials to be purchased by the library  
21 or his/her division or area, subject to budgetary limitations.

22 5. The instructor is responsible for evaluating the academic pro-  
23 gress of his/her students and for assigning grades in accordance  
24 with the grading system of the College.

25 6. The instructor shall be required to report to his/her designated  
26 teaching station at scheduled times. Whenever the instructor  
27 is unable to meet his/her class, s/he will make every effort

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1 to report his/her inability to do so to his/her immediate super-  
2 visor, to that supervisor's secretary, or to another instructor,  
3 in that area, sufficiently prior to such absence as to enable  
4 the class to be rescheduled or to assign an appropriate sub-  
5 stitute.

6 7. The administrative use of an electronic monitor or communica-  
7 tions device during the meeting of class shall be permitted  
8 only with the prior approval of the instructor concerned.

9 8. Classrooms may be visited for the purpose of evaluation only  
10 in accordance with contractual evaluation procedures.

11 C. Miscellaneous Rights and Responsibilities

12 1. Nothing in this Agreement shall require the Board to keep  
13 the College open in the event of severe inclement weather or  
14 when otherwise prevented by health conditions, catastrophes,  
15 or Acts of God, or other natural phenomenon. When the  
16 College is closed to students due to such conditions, in-  
17 structors shall not be required to report for work. If,  
18 however, in the Board's discretion, the College is to remain  
19 open, all instructors must meet their assigned teaching  
20 obligations. If s/he fails to do so, the faculty member's  
21 absence may be charged against accumulated sick leave at the  
22 discretion of the President.

23 2. Tuition Remission

24 Faculty members, (who are on the full-time instructional  
25 staff), and their spouses and dependents, may attend any  
26 Burlington County College courses for credit or audit without  
27 payment of tuition fee provided all such faculty members shall

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be subject to the same rules and regulations as regular students of the College. Dependents shall be those identified by the Internal Revenue Code of the United States. If the Board questions the familial dependency of an applicant, the faculty member must present his/her most recent Income Tax Return which shall control the disposition of the question.

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ARTICLE XIII

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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- A. The Board retains to itself and its appointment managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.
- B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures, including the contract agreement between the Board and the Association, nor to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and make decisions to the extent that such actions are not in contravention of the laws or Constitution of the State of New Jersey or of the United States of America.

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ARTICLE XIV

STAFF SUPPORT

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3 A. The College shall provide clerical support to meet the needs of  
4 academic personnel. The Vice President and Dean of the College  
5 (VPDC) shall make these determinations based upon needs and  
6 budgetary limitations.

7 B. The College shall compensate unit members for the use of private  
8 automobiles when on official college business.

9 1. Such compensation will be at the rate of .20 per  
10 mile.

11 2. Compensation will be determined prior to its  
12 occurrence when a particular assignment is made  
13 and approved by the appropriate college  
14 administrator.

15 3. The unit member must submit the recognized college  
16 form in order to receive compensation for the use  
17 of a privately owned automobile.

18 C. Each unit member shall be provided a private office on the Pemberton  
19 Campus. This office shall be furnished, insofar as budgetary  
20 limitations allow, with a desk, phone, file cabinet, bookcase,  
21 and chair. No faculty member shall be relocated without his/her  
22 prior approval unless an organizational change or program modifi-  
23 cation takes place. In the event that organizational changes/pro-  
24 gram modifications make it necessary, the College will move unit  
25 members to other locations on the Pemberton Campus.

26 Prior written notice will be given before such a move takes place.

27 In no event will these moves be arbitrary or capricious.

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Unit members who teach their entire load at a location other than Pemberton may have office space provided at that location in lieu of office space at Pemberton.

D. At the inception of each semester, or when appropriate, the Board shall provide each instructor with the necessary office and instructional supplies and learning resources support subject to budgetary limitations and approval of his/her Division Chairperson to meet the needs of the students within the instructional area.

E. The Board shall provide, at no charge, a parking space for each faculty member and shall forbid students to park there. The number of spaces shall be at least equal to the number of staff members and shall be clearly marked and lighted. There shall be no special parking privileges extended to any unit member except for reasons of health. Faculty shall at all times adhere to the current parking and traffic regulations of the College. The Board shall provide security protection for faculty cars while parked on college property. Faculty members who are ticketed for traffic violations shall have full right of appeal through the established exceptions and appeals procedures.

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ARTICLE XV

EVALUATION PROCEDURES

A. Evaluation of all Faculty

1. All faculty will submit an Annual Report no later than March 15 of each year. The Report should be at least two (2) single-spaced, typewritten pages with the appropriate supporting documents and shall include the following areas:

a. Professional Responsibilities

- 1) Specific instructional objectives in terms of learning outcomes (student performance).
- 2) Developed definite strategies that led to achievement of these outcomes.
- 3) Evaluation of student performance by methods that determined the extent to which the outcomes have been met.
- 4) Results of evaluation tool that was administered to each class in order to receive the appropriate feedback data to enable modification for improvement. (See Appendix B - Student Course Evaluation).
  - a) The procedures to be used are as follows: Utilizing the Student Course Evaluation - Appendix B an evaluation time will be scheduled by each division chairperson sometime between the eleventh (11) and thirteenth (13) week of the semesters, and the third (3) and fifth (5) week of each term. For tenured faculty, all classes taught will only be evaluated during one of the two long semesters

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1 (either Fall or Winter). For untenured faculty,  
2 every course will be continuously evaluated until,  
3 or if, tenured status is attained. The chairperson  
4 or his/her designee will deliver to each instructor  
5 an evaluation packet containing the Student Course  
6 Evaluation Form and an Instructor Return Form with a  
7 return envelope. Each instructor will designate a  
8 student in every class who will be responsible for  
9 distributing, collecting, signing the envelope when  
10 all evaluations are placed in the envelope and then  
11 delivering these to the scoring station. This evalua-  
12 tion will usually be scheduled for the last 30  
13 minute of the class period. The instructor will leave  
14 the room during the evaluation. At the conclusion of  
15 the evaluation time, the instructor will complete the  
16 Instructor Return Form and forward it to the Chairperson.

17 b) The results of these evaluations will be used in toto  
18 and not on a selective basis.

19 5) Where appropriate and mutually agreed upon by the faculty  
20 member and the division chairperson, concurrent alternate  
21 instructional strategies will be developed to provide  
22 students some choice in learning pathways leading to achieve-  
23 ment in order to individualize learning experiences to  
24 meet the needs of a heterogeneous student population.

25 b. Professional Growth

26 This would include but not be limited to:

- 27 1) Graduate courses, degrees, certificates, etc.  
28 2) Specialized seminars, conferences, conventions, etc.

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- 3) Attendance/participation in professional organizations:
  - a) Discipline
  - b) Teaching Profession (NEA, NJEA, etc.)
- 4) Authorship
  - a) Books
  - b) Articles
  - c) Miscellaneous
- 5) Consultations
- 6) Fellowships
- 7) Mid-Career Sabbaticals
- 8) Awards
- 9) Other

c. College and Community Contributions

These would include, but not be limited to:

- 1) Committee work--as well as ad hoc and subcommittees thereof (e.g., IAC, ACC, Sabbatical, Motor Vehicles, Grading, General Education, Honors, Joint Load Formula Committee, Joint Counselor and Load Formula Committee, etc.).
- 2) Speaker's Bureau
- 3) High School Visitations (both external and internal)
- 4) Grants Writing, Directing, Completing
- 5) Program Development
- 6) College/Division Projects (e.g., Long-Range Planning, BCC Foundation, College Bowl, Management Forum, H.S. Science, etc.)
- 7) School Board Membership
- 8) Scouting
- 9) Athletic and recreational groups.

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2. For the purposes of tenured staff evaluation, division chairpersons have the right to one classroom visitation during each semester/term. However, the division chairperson is not obligated to schedule a classroom visit if in his/her judgment, one is not warranted. The initiative for such classroom visitations may come from the individual instructor or at the request of the chairperson. For the purposes of non-tenured staff evaluation, a second class visit may be scheduled. A standard form will be utilized by all division chairpersons for classroom visitations. The form to be used will be agreed upon and appended to this contract. The chairperson and the faculty member shall mutually agree to the time and place of the scheduled visit. Faculty members shall be informed of the **classroom** visit at least two (2) weeks prior to the visit.

3. The division chairperson shall respond to the Annual Report no later than April 15.

4. As part of this response, and in conjunction with the appropriate follow-up, the faculty member and the division chairperson shall mutually agree upon the following:

a. "a written statement of anticipated divisional programs and individual plans for the following academic year."

B. Procedures for all faculty who receive less than a satisfactory evaluation shall follow:

1. An interim written report concerning corrective measures of deficient areas to the chairperson by SEPTEMBER 30.
2. Procedures 2, 3, 4, and 7, of C. below.

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C. Evaluation Schedule for First-Year Faculty:

- 1. Establish objectives (current year) SEPTEMBER 30
- 2. Follow-up meeting to review progress NOVEMBER 15
- 3. Submission of material to Chairperson JANUARY 15
- 4. Chairperson responds JANUARY 30
- 5. New objectives established for next academic year. JANUARY 30
- 6. Renewal/non-renewal notification MARCH 15
- 7. At least two additional observations TO BE SCHEDULED during each term and semester if in WITH PRIOR NOTICE the judgment of the division chair- GIVEN. person they are required.

D. A comprehensive matrix of dates shall be agreed to and published as an appendix to this Agreement.

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ARTICLE XVI

PROMOTION PROCEDURES

I. General Provisions - Track I and Track II

All division chairpersons shall discuss eligibility and qualifications for promotion in academic rank with faculty who shall become eligible for promotion the following year during the course of completing annual evaluations. Preliminary plans for promotion under provisions of Track II shall also be discussed at this time, and it shall be the responsibility of the division chairpersons to advise promotion candidates throughout the remainder of the year.

Formal application for promotion under the guidelines for Track I or Track II shall be initiated as follows:

II. Track I

A. Candidates for promotion in academic rank under the provisions of Track I shall submit appropriate credentials to their Chairperson by February 1st of each year. The Chairperson shall forward all applications to the Dean of Academic Affairs by February 15th, along with her or his recommendation. The Dean will, in turn, forward all applications to the Vice-President and Dean of the College by March 1st, along with his or her recommendation for either approval or disapproval.

B. The Vice-President and Dean of the College shall review all applications for promotion and make recommendations to the President by March 15th. The President shall notify both the Vice-President and Dean of the College and the Dean of Academic Affairs of any unacceptable applications by April 1st. The Dean of Academic Affairs shall inform the recommending Chairperson of this decision no later than April 15th. The applicant must be so informed in

1 writing by May 1st, with specific suggestions for corrective work  
2 that will address the reasons for rejection.

- 3 C. Applications supported by the President shall be scheduled for  
4 consideration by the Board of Trustees at the regular meeting for  
5 the month of May. The decision of the Board shall be conveyed to  
6 the candidate by the President, in writing, immediately thereafter.  
7 Upon written request by the candidate, reasons for rejection by the  
8 Board shall be given in writing.

9 III. Track II

- 10 A. Candidates for promotion under the provisions of Track II shall  
11 present a plan to their Chairperson by February 1st. The Chair-  
12 person shall forward the plan to the Dean of Academic Affairs by  
13 February 15, with her or his recommendations, and the Dean shall,  
14 in turn, present the plan, along with her or his recommendation,  
15 to the Vice-President and Dean of the College by March 1st. If  
16 accepted by the Vice-President and Dean of the College, the Dean of  
17 Academic Affairs shall notify the recommending Chairperson by  
18 March 15th. The applicant shall be notified by the Chairperson  
19 immediately thereafter.

20 If the plan is disapproved by the Vice President and Dean of the  
21 College, the candidate shall be given until April 15th to submit  
22 a revised plan correcting the deficiencies that led to disapproval.

- 23 B. Track II candidates shall present evidence of the completion of  
24 their plan for review by their Chairperson on February 1st of  
25 any year in which the plan was first approved.

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C. The Chairperson's recommendations and the evidence submitted by the candidate will be forwarded to the Dean of Academic Affairs by February 15th. The Dean of Academic Affairs shall transmit his recommendations to the Vice-President and Dean of the College by March 1st. The Vice-President and Dean of the College shall recommend to the President by March 15th. If disapproved, the President shall notify both the Vice-President and Dean of the College and the Dean of Academic Affairs by April 1st. The Dean of Academic Affairs will then notify the recommending Chairperson no later than April 15th, and the Chairperson shall notify the unsuccessful candidate in writing by May 1st, with suggestions for corrective work.

D. Recommendations accepted by the President shall be scheduled for consideration by the Board of Trustees at the regular meeting of the month of May. The decision of the Board shall be conveyed to the candidate by the President, in writing, immediately thereafter. Upon written request by the candidate, reasons for rejection by the Board shall be given in writing.

IV. Faculty candidates for promotion who do not come under the administrative purview of the Dean of Academic Affairs shall submit appropriate credentials for promotion in academic rank directly to their department head, who will forward their applications to the Vice-President and Dean of the College. No recourse to the office of the Dean of Academic Affairs shall be necessary, but all procedural steps and due dates for compliance shall be identical with those stipulated above.

V.

A. The following increments will be granted upon promotion in academic rank for the contract period indicated:

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a. Instructor to Asst. Professor \$700

b. Asst. Professor to Assoc. Professor \$800

c. Assoc. Professor to Professor \$900

2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

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ARTICLE XVII

TUITION REIMBURSEMENT

Unit Members on the full-time staff may receive refund of graduate course tuition. \$11,100 will be set aside for the 1982-83 fiscal year and \$10,000 will be set aside for the 1983-84 fiscal year.

A. Courses must be:

1. Part of an accredited graduate or terminal degree program relevant (as determined by the College) to the employee's current teaching (or as appropriate counseling or librarian) assignment

or

2. Selected graduate level courses relevant (as determined by the College) to the employee's current teaching (or, as appropriate, counseling or librarian) assignment.

B. A conference will be scheduled by the faculty member with his/her division chairperson prior to enrollment in any course. At that conference, the faculty member will present in writing, the course choices he/she wishes to select. The division chairperson will approve, disapprove or modify these course selections. Only courses which have the Division Chairperson's prior written approval will be eligible to receive subsequent reimbursement.

C. Undergraduate level courses, when required as pre-requisites or are part of a graduate or terminal level program, shall also qualify under the same conditions as specified in par. B above.

D. Once an approval is made at the division level, copies of all documents must be filed immediately with the Office of the Vice President and Dean of the College. Concurrence by the VPDC is required

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before eligibility for tuition reimbursement is established.

E. Refunds for tuition reimbursement will not exceed \$600 per fiscal year for any individual except as provided in paragraph G. Upon successful completion (a passing grade), the unit member must apply for his/her refund by submitting proof of payment and a grade transcript.

F.

1. Mentoring, dissertation advisement and related course fees required of personnel completing doctoral programs will be eligible for refunds under the same qualifications and restrictions as for course work described herein. In addition, other items which are peculiar to doctoral work may be reimbursed under certain conditions. These would include but not be limited to:

- a. Travel to remote sites for the purpose of research.
- b. Dissertation typing and binding.
- c. Computer use.

The other items listed above and similar items must be documented as to their relevancy by a letter from the dissertation committee chairperson or department chairperson of the degree-granting institution and accompanied by appropriate receipts.

2. Faculty in the fields of music and art may find it necessary to engage in advance study with recognized masters who may not be employed by a university. In order to validate the credentials of such individuals, it will be necessary to submit their credentials and resumes prior to receiving approval to engage in study. The College reserves the right to make the final decision in approving such programs of study.

3. Reimbursement will not exceed \$600 per fiscal year for activities described in paragraphs 1 and 2 above, and will not exceed a total of \$1,800 or a total of three years duration.

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- G. Application and Disbursement Procedures for Tuition Reimbursement
  - 1. The employee shall complete and submit to her/his immediate administrative supervisor a "Request for Approval of Tuition Reimbursement Eligibility Form" (Appendix D) and obtainable from individual departmental offices.
  - 2. Any forms approved by the employee's immediate administrative supervisor will be submitted for approval to the Vice-President and Dean of the College through any intermediate supervisors. Concurrence of course selection by the Vice-President and Dean of the College is necessary. The employee will be notified in writing by way of a signed copy of the approval form referenced hereinbefore of the final decision of the College to approve or disapprove the employee's request for potential tuition reimbursement. This form will not serve to encumber any refunds but rather indicates only that the College does or does not consider the requested course(s) as eligible for reimbursement in accordance with the provisions of this article as stated hereinafter.
  - 3. Schedule for Submission and Consideration of "Request for Approval of Tuition Reimbursement Eligibility Forms"
    - a) General Information
      - 1) Request Forms may be submitted at anytime.
      - 2) All requests submitted will be considered.
  - 4. Application for Tuition Reimbursement
    - a) General
      - 1) Application materials for tuition reimbursement shall consist of the following documents:
        - (a) Copy of approved "Request for Approval of Tuition Reimbursement Eligibility Form"

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- (b) Official copy of transcript indicating a passing grade(s) for the course(s)
- (c) Proof of payment by the employee for the course(s); such proof must be acceptable to the College.

- 2) The application materials must be submitted by the employee to her/his immediate administrative supervisor. Assuming that the materials are complete and valid, the supervisor will forward them to the Personnel Department for final processing.
- 3) Payment for appropriate tuition reimbursement will be made by a college accounts payable (as opposed to payroll) check.
- 4) Application materials received by the Personnel Department after the due dates specified hereinafter will be returned to the faculty member with a memorandum indicating that they were received too late and will not be considered for reimbursement by the College at anytime.
- 5) Incomplete ("I") Grades  
An employee may submit application materials for course(s) in which an "I" grade was assigned if the grade is changed from "I" to a passing grade within the next 6 month period (as defined hereinafter) following that in which the course was actually taken and completed. Application materials must include copies of transcripts initially showing grade of "I" and subsequently a passing grade.

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b) Schedule for Submission and Consideration of Application Materials for Tuition Reimbursement.

1) For courses taken and completed during the period of July 1 through January 31:

All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in February.

2) For courses taken and completed during the period of February 1 through June 30:

All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in August.

5. Disposition of Any Funds Remaining at the End of the Fiscal Year

a) If the balance of unexpended funds is sufficient, any employee who has not been fully reimbursed for all tuition actually paid and documented to the College will be reimbursed for such additional tuition costs in excess of those already paid by the College. However, no employee shall receive more than the total amount actually expended for tuition. If any funds remain following the reimbursement described hereinbefore, such monies may be carried forward to any tuition reimbursement fund which may be established in subsequent collective agreements.

b) If the balance of unexpended funds is insufficient to reimburse employees for all tuition actually paid and documented to the College, the unexpended funds will be prorated among all such employees as follows:

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- 1) The total amount of unexpended funds will be divided by the total amount of the remaining requests for tuition reimbursement to determine a percentage.
- 2) This percentage will then be applied to the amount requested by each employee and each employee will receive the prorated amount so calculated.

Example:  $\frac{\$300 \text{ (unexpended funds)}}{\$600 \text{ (Requested funds)}} = 0.50 = 50\%$

<u>Faculty Member</u>	<u>Amount Not Reimbursed</u>	<u>X Prorata Factor</u>	=	<u>Amount to be Reimbursed</u>
Adams	\$100	0.50		\$ 50
Jones	200	0.50		100
Smith	50	0.50		25
Williams	\$150	0.50		75
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	\$500	0.50		250

ARTICLE XVIII

INSTRUCTIONAL LOAD FORMULA

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- 3 A. Based on the formula detailed in Appendix A, the normal teaching load
- 4 of a faculty member under a 10-month contract during the 1982-84
- 5 contract period will be expressed in terms of 90 points. Performance
- 6 of this obligation will be discharged within the contract period
- 7 specified on the individual contract. Any alternatives will comply
- 8 with those specified herein.
- 9 B. Points are accumulated on the basis of values determined to apply to
- 10 each of four factors: Preparation, Contact, Student Evaluation, plus
- 11 Special Assignments, if applicable.
- 12 C. Faculty Load Summaries will become a part of the faculty member's
- 13 Division Chairperson's file and will be submitted to such departments
- 14 of the College as shall be necessary to establish and validate
- 15 adequate payroll records. (A copy shall be provided to the Faculty
- 16 Association).
- 17 D. In the event of a conflict of interpretation of load value between
- 18 a faculty member and his/her Division Chairperson, each shall request
- 19 a faculty member and a Division Chairperson, respectively, from
- 20 another division to review the load calculation in dispute and to
- 21 decide on the correct interpretation.
- 22 E. Work Assignments
- 23 1. Work assignments other than at the Pemberton Campus shall be
- 24 made by the College in order that a unit member be able to make
- 25 base load.
- 26 2. Such work assignments, where not needed to make base load, will
- 27 be decided by mutual agreement of the faculty member and the

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1 Division Chairperson.

2 F. Overload and Underload

3 1. Base load for a 14-week semester is defined as 36 points while  
4 Base load for a 7-week term, when part of a regular 10-month  
5 contract, is defined as 18 points.

6 2. Overload may be earned by any of the following methods:

7 a. Accumulation during the Fall Semester of more than 36 points.

8 b. Accumulation during the Fall and Winter Semesters of more than  
9 72 points.

10 c. Accumulation during the Fall, Winter and Spring or Summer,  
11 Fall and Winter Semesters of more than 90 points.

12 3. Deferral of Points:

13 a. A deferral of points would be made to insure that the  
14 College would be able to provide full teaching points  
15 for each faculty member from courses offered during the  
16 academic year.

17 b. The deferral of points would not be required for all faculty  
18 members. Those faculty for whom there was a demonstrated  
19 need for their services in the Spring could be paid overload  
20 or defer points as we presently do. For those faculty for  
21 which there was an uncertainty about their Spring load, a  
22 sufficient number of points would be carried forward so that,  
23 if there was no Spring course to teach, they would meet  
24 the 90-point annual contract. In any case, the College would  
25 pay overload payment for all points over 90 earned during  
26 the year.

27 c. The method of determining demonstrated need would be to prepare

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a Spring schedule based on the last three Spring Terms.

- 1) If a subject field had sufficient courses with demonstrated demand to provide a load for all faculty, then all faculty would be paid overload or defer points, as the faculty preferred, as under the present plan.
- 2) If a subject field had no courses with demonstrated demand, then all faculty in that subject would have nine points deferred in the Fall and nine additional points deferred in the Winter. All points over the nine deferred would be paid in the Fall; all points over the nine deferred would be paid in the Winter; and all points over 90 would be paid during the Spring Term.
- 3) If a subject field had some courses with demonstrated demand but not enough for all the faculty members, then only enough points would be deferred to guarantee 90 points would be applied to all faculty loads for that year.
- 4) The method used to determine the number of deferred points would be:
  - a) Count the total number of credit hours in courses which had demonstrated demand.
  - b) To determine the number of faculty which would be provided loads, divide the number of course credit hours determined in a) above by six (6).
  - c) The number of faculty determined in b) above

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would not be required to defer points.

d) The faculty who must defer points

would be determined on:

- (1) a voluntary, divisional basis
- (2) seniority within the division based upon ability to teach the courses needed.

d. Where qualified, faculty assignments in other divisions may be made to enable all faculty to make a Spring Load. Prior to such assignments, written concurrence by both division chairpersons shall be required.

e. Because of the experimental nature of this Deferral Program, the above determinations will be made with the Association consultation.

4. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.

a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.

b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Instructional Load Analysis form.

c. If the total points thus accumulated exceeds the semester or term basic point requirements as referenced in Par. 1., or 3, the faculty member shall be entitled to be paid for such excess points at the greater of the following:

- 1) The accumulated excess points multiplied by .67 with the product multiplied by the faculty member's applicable rank as determined in Par. 5. herein, or

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2) Course rate applicable to Senior Adjunct Faculty Member  
of equal faculty rank for full course loads above 36 or 18.

5. Overload shall be paid at the following rates for the duration  
of this agreement:

- a. Instructor - \$180 X .67 = \$120.00
- b. Assistant Professor - \$198 X .67 = \$132.00
- c. Associate Professor - \$215 X .67 = \$144.00
- d. Professor - \$232 X .67 = \$155.00

6. Payment of one-half of the earned overload shall be made on the  
regular payroll date after submission of mid-semester grades and  
the balance shall be paid on the regular payroll date following  
submission of final grades.

7. To prevent underload, the College shall provide the faculty  
member with sufficient work so that she/he will earn not less  
than 36 points in each of the Fall and Winter Semesters and  
18 points in the Spring or Summer Terms as provided in  
individual contracts unless the need for a deferral has been  
established as per F-3 above.

To prevent underload, the College shall provide each counselor  
with sufficient work to constitute a basic load.

8. All calculations and provisions of this section and its paragraphs  
shall become effective with the Summer 1981 Term.

G. Contract Alternatives

1. Faculty members may discharge their total contractual responsi-  
bilities by earning 90 points during any full scheduled semester  
or terms of his/her individual contract.

2. Applications by unit members working to complete contract require-

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1           ments in fewer than ten months as provided in Par. H. 1. must  
2           be received by the Division Chairperson and the Dean not less  
3           than 30 days prior to the start of the first semester or term  
4           of the contract period. Response to such applications will be  
5           transmitted to the unit member, in writing, within 15 days of  
6           receipt by the division chairperson.

- 7           3. The faculty members approved for such an alternative shall be  
8           considered in the order in which applications are received.
- 9           4. Faculty approved for this method of contract performance will be  
10          paid on the same schedule as all 10-month contract personnel,  
11          even though their actual performance term may be reduced by the  
12          terms and conditions of this alternative.
- 13          5. If a faculty member chooses and is approved for the alternate  
14          and accelerated method of meeting his contract performance re-  
15          quirements, the Board shall be under no obligation to provide  
16          additional employment during that term (Spring or Summer) which,  
17          as a result of such acceleration, leaves the teacher free to  
18          pursue his originally stated objectives.
- 19          6. Part-Time Contracts
- 20           a. Tenured faculty members shall be eligible to apply for  
21           part-time contracts of not less than 0.51 of a full load.
- 22           b. Applications must be received by the Division Chairperson  
23           and Dean of Academic Affairs a minimum of 45 days prior  
24           to the start of the first semester or term of the requested  
25           part-time contract. The Board of Trustees must approve  
26           any such application. The decision of the College shall be  
27           final and binding.

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- c. Benefit program continuity shall be in accordance with the rules and regulations of the State Health Benefits Commission.
- d. Any load points earned in excess of the agreed upon partial base load will be compensated at the faculty member's normal overload rate (that is the rate at which the individual would have been paid for any overload points earned if the faculty member worked on a full-time basis).
- e. The College shall be under no obligation to offer more load points than agreed to in the part-time contract.

H. Summer or Spring Term Load under Supplemental Contracts.

- 1. When the Summer or Spring Term is not part of a unit member's regular 10-month contract and where such instructor is offered and accepts a Summer or Spring Term assignment, the load for such assignment shall be calculated under the same formula as provided herein, but cumulative points shall be revalued to 75% of their total.
  - a. Instructor  $\$180 \times .75 = \$135.00$
  - b. Assistant Professor  $\$198 \times .75 = \$148.00$
  - c. Associate Professor  $\$215 \times .75 = \$161.00$
  - d. Professor  $\$232 \times .75 = \$174.00$
- 2. The faculty member may choose, as most beneficial alternate, to be paid at the applicable Senior Adjunct Faculty Member rate multiplied by the total semester credit hours course load (plus any excess contact hours) of this supplemental contract.

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- 3. Total number of load formula points per course for Spring and Summer teaching shall be at the same rate as if the course were being taught during the 14-week Fall or Winter Semester. In the event fewer tests are being given during the Spring or Summer Terms, the point values for evaluation will be determined on a pro rata basis.
- 4. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by the process described in Paragraph I.4 of this ARTICLE and paid according to the schedule as defined herein.
- 5. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College.

I. Grievability

- 1. For the purpose of these calculations, no determination reached hereunder shall be grievable.

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ARTICLE XIX

ASSIGNMENT OF OVERLOAD COURSES

When the number of faculty in a division exceeds the number of courses available, and the assignment of such courses will constitute work in excess of base workload; then, these assignments will be made by the division as follows:

A. Overload assignments within the regularly scheduled college workweek shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full-time employees.

B. Such teaching assignment will be restricted to the division or department to which the faculty member is normally assigned unless a chairperson of another division requests otherwise and has common agreement with the faculty member's division or department head.

C. The course will be offered on a priority basis to faculty based upon:

1. experience in teaching the course\*
2. seniority
3. academic preparation
4. academic rank

In the event 1, 2, 3, 4 are equal, then, the contenders will draw lots to determine which one receives the assignment.

D. The college is under no obligation to offer overload course assignments if such assignments will result in an individual load in excess of fifty-four (54) points.

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- E. Authority to approve a load in excess of fifty-four (54) points will require the prior permission of the Dean of Academic Affairs. The adjudication of these decisions rests solely with the Dean or his designee.
- F. Final load forms will be approved by the chairperson no later than the fifteenth day of class.
- G. Such approval by the chairperson will determine the amount of money to be paid in excess of base salary.
- H. No unit member shall be permitted to accumulate a load in excess of forty-four (44) points until all qualified full-time faculty in his/her subject field desiring overload teaching have at least been offered one course overload.

\*Experience in teaching the course will be determined by the number of semesters and terms the unit member has taught at least one section of the course. Semesters include the fourteen (14) weeks scheduled in fall and winter while terms include spring, summer and other authorized special semesters and terms not concurrent with regular semesters and terms.

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1 ARTICLE XX

2 SUPPLEMENTAL TERM ASSIGNMENTS

- 3 A. Most faculty members are not under contract during the Summer Term  
4 unless their yearly contract configuration so stipulates. Therefore,  
5 the College will contract separately with faculty for work to be per-  
6 formed during the Summer or in some cases the Spring Term.
- 7 B. The availability of summer assignments will be made known when the  
8 summer schedule is finalized. Specific and final assignments will  
9 be made based upon course enrollments.
- 10 C. Available courses will be assigned based upon:  
11 1. experience in teaching the course\*  
12 2. seniority  
13 3. academic preparation  
14 4. academic rank
- 15 D. The College is under no further obligation to assign summer courses  
16 to unit members who receive two course assignments.
- 17 E. No unit member shall be permitted to teach more than one (1) course  
18 during a supplemental term unless all qualified full-time unit members  
19 in his/her subject field desiring supplemental teaching have been  
20 offered at least one course during that term.
- 21 F. Supplemental term assignments shall be offered to qualified full-time  
22 faculty before any such offerings are made to other staff or non-full-  
23 time employees.
- 24 G. Such teaching assignment will be restricted to the division or depart-  
25 ment to which the faculty member is normally assigned unless a chair-  
26 person of another division requests otherwise and has common agreement  
27 with the faculty member's division or department head.

28 \* As previously defined in Article XIX

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H. Other Supplemental Employment

1. Supplementary employment contracts covering periods other than that provided in the 10-month contract referred to in Paragraph A, may be offered to unit members at any time that anticipated need is identified. Compensation for such supplementary employment contracts shall be on an actual worked day rate to be calculated on the basis of the regular 10-month contract salary applicable to the period during which the work is performed. Daily rates are determined by dividing the 10-month contract salary by 182.
2. Unit members shall have the right to accept or reject such offers of supplementary contracts provided that such decision must be made and communicated to the applicable supervisor no later than one week after such contract is offered.

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ARTICLE XXI

ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES

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- 3 A. All unit members shall attend scheduled divisional meetings as part
- 4 of their normal responsibility to the instructional process.
- 5 B. All unit members shall be required to attend the annual graduation
- 6 ceremonies. Exceptions may be granted with the prior approval of
- 7 the President. Academic attire shall be provided at no cost to
- 8 the individual. Attendance at the graduation ceremony shall be
- 9 separate and apart from the meeting attendance in C below.
- 10 C. Unit members shall not be required to attend more than one (1)
- 11 official college meeting each semester and term. (Fall, Winter and
- 12 Spring), scheduled by the President or his designee.
- 13 Notification by the President or his designee shall be made at
- 14 least seventy-two (72) hours in advance of the meeting. In the
- 15 event an emergency situation arises affecting the welfare of the
- 16 College, the President or his designee shall have the right to
- 17 convene a meeting of unit members with forty-eight (48) hours
- 18 notice.
- 19 D. Faculty members who complete their basic contract obligations at
- 20 the end of the Winter semester are not required to attend any
- 21 activities during the Spring Term. However, this does not preclude
- 22 their voluntary attendance at activities.

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ARTICLE XXII

INSTRUCTIONAL WORKWEEK

- A. The official college day and week is 8:00 a.m. to 10:30 p.m., Monday through Friday. Full time unit members may receive assignments during this period. All evening assignments after 4:30 p.m. will be made with the prior consultation of the unit member. The College will make work-load assignments after 4:30 p.m. with due regard to the individual's preference and seniority.
- B. A reasonable effort will be made to assign work schedules in accordance with the following: (Exceptions to Paragraphs B & C may be made by mutual agreement of the parties.)
1. the normal individual workday falls within an eight hour period
  2. there will be not more than four (4) hours between the end of one class and and the beginning of the next class
  3. where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 a.m. and 2:30 p.m. shall be assigned unless there is mutual agreement to the contrary.
  4. no instructor shall teach more than three (3) consecutive class hours (150 minutes of instruction) unless there is mutual agreement to the contrary. In case of lab courses, the consecutive teaching time shall be four (4) consecutive class hours (200 minutes).
  5. the individual schedule shall not include more than two (2) evenings per week unless the assignment of additional evening classes is needed in order for the unit member to make base load.
- C. When an evening assignment is made part of the faculty member's teaching schedule, there must be at least eleven (11) hours between the end of that class and the beginning of the first class the next day.

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1 D. Learning resource personnel with teaching responsibilities may have the  
2 number of hours in their normal workweek reduced by their chairperson  
3 based upon the proportion of time devoted to teaching.

4 E. Personnel scheduled to work 37½ hours per week shall, upon prior  
5 approval of the appropriate supervisor to work overtime, be compensated  
6 for hours in excess of 37½. Such compensation shall be a straight  
7 hourly rate for hours under 40 and at one and one-half hourly rate  
8 for hours in excess of 40.

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ARTICLE XXIII

OFFICE HOURS

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- 3 A. Each faculty member should schedule no fewer than five (5) hours
- 4 per week when s/he will be available for consultation with students.
- 5 Such hours shall be in addition to his/her scheduled classes and may
- 6 not conflict with any college-wide functions at which s/his attendance
- 7 is required.
- 8 B. Not later than the sixth (6th) workday (excluding Saturdays and
- 9 Sundays) after the beginning of the Fall and Winter Semesters, and
- 10 not later than the fifth (5th) workday (Excluding Saturday and Sunday)
- 11 after the beginning of the Spring and Summer Terms, a schedule of
- 12 these hours will be posted on the faculty member's door and
- 13 furnished to the clerical staff in s/his office area and to s/his
- 14 Division Chairperson.

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ARTICLE XXIV

ACADEMIC FREEDOM

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3 The Board recognizes that academic freedom is essential to the free  
4 search for truth and its exposition.

5 The parties agree to the following provisions relating to academic freedom:

6 A. A faculty member is a citizen and a member of a learned profession.

7 When he/she speaks, writes, or acts as a citizen, the faculty  
8 member is free from College censorship and discipline, but has  
9 the obligation when so engaged to indicate that he/she is not  
10 a College representative, unless so authorized, because the public  
11 may judge his/her profession and the College by expressed words  
12 and actions.

13 B. A faculty member is free to engage in research and publication,  
14 as long as these activities do not interfere with his/her responsi-  
15 bilities to the College.

16 C. A faculty member is free when in the classroom to discuss contro-  
17 versial issues relating to his/her area of academic specialization,  
18 but is obligated to be aware of his/her potential influence on  
19 the opinions and values of his/her responsibility for achievement  
20 of the course objectives.

21 D. Indemnification against civil liability will be in accordance with  
22 18A:60-4. NJSA

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ARTICLE XXV

SALARIES

A. Increase in Base Annual Salary Rate.

All Unit Members will have their base salaries increased as follows:

- 1. 1982 - 83 -- 5%
- 2. 1983 - 84 -- 8%

B. In order to be eligible to receive the increase, an employee must have been on the active payroll of the College, receiving payment from the College as of the midpoint of the 1981-82 academic year.

C. Newly established maximums are as follows:

	<u>1982-83</u>	<u>1983-84</u>
Instructor	\$21,796	\$23,540
Assistant Prof.	25,688	27,743
Associate Prof.	30,359	32,788
Professor	35,030	37,832

D. The increase listed in paragraph A above shall apply to all members of the Unit whether they are employed under a ten-(10) or twelve-(12) month contract.

E. All salary increases shall be upon the recommendation of the President based upon satisfactory evaluation as stated in Article XV of this Agreement.

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1 F. Sponsorship of all student clubs, organizations, athletics and  
2 activities shall be on a voluntary basis and optional with faculty  
3 members. Faculty members who are employed with the understanding that  
4 they will be responsible for coaching or sponsoring the activities  
5 listed below or who, subsequent to employment, agree to assume such  
6 responsibilities shall be compensated as follows:

7	1. Basketball	\$1500 - 3000	Head Coach
8	2. Baseball	1500 - 3000	Head Coach
9	3. Soccer	1500 - 3000	Head Coach
10	4. Cross Country	1000 - 2000	Head Coach
11	5. Tennis	1000 - 2000	Head Coach
12	6. Newspaper	1000 - 2000	Sponsor-per semester
13	7. Cheerleading	1000 - 2000	Head Coach
14	8. Theatre	1500 - 3000	Sponsor
15	9. Trainer	1500 - 3000	
16	10. Swimming	1500 - 3000	Head Coach
17	11. Literary Mag.	400	Sponsor
18	12. Table Tennis	250	Sponsor
19	13. Softball	1500 - 3000	Head Coach

20 G. At the commencement of a sixth coaching contract, a coach who has  
21 completed five (5) years of coaching at the College will receive a  
22 ten (10%) increase on coaching base. This will continue to be in  
23 effect in multiples of five years of service. (11th year, 16th year,  
24 etc.)

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H. With the approval of the VPASA, the Chairperson of the Division of Health, Physical Education and Athletics, and the appropriate Head Coach, Assistant Coaches when appointed, shall be compensated at rates not exceeding 50% of those paid the Head Coach as mutually agreed upon between the Assistant Coach and the Chairperson of the Division of Health, Physical Education and Athletics.

I. The payment of all salaries will be in conjunction with normal college procedures and on regularly scheduled pay dates.

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ARTICLE XXVI

HEALTH BENEFIT PLANS AND RETIREMENT/LIFE INSURANCE PROGRAMS

A. Health Care Insurance

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees who reside in a locale serviced by a State of New Jersey Division of Pensions approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.

2. Program Descriptions

a. Traditional State Health Benefit Program

1) Program Components

a) Blue Cross/Blue Shield/Rider J (Extended Basic Out-Patient Benefits)

b) Major Medical Insurance with Prudential Insurance Company

2) Cost

a) No cost to employee

b) College pays the entire cost of the premium for the coverage code (e.g. employee only, family) for which the employee is eligible and enrolls.

b. Health Maintenance Organization and Supplemental Benefits Program

1) HMO Medical Services (Center(s) and affiliated hospitals provide services.

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2) Cost

In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional plan for the same coverage code (e.g. employee only, family). Any additional cost for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

3. Coverage Periods

a. Health insurance coverage as described above, shall be provided to all personnel on ten-month contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30, the coverage will continue during July and August at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.

b. Personnel on twelve-month contracts, or contract periods other than ten months shall be eligible for health insurance coverage in accordance with regulations of the New Jersey Division of Pensions.

B. Dental Insurance

(Note: This section becomes effective January 1, 1983)

1. Under the conditions and regulations stipulated by the Dental Plan, employees are eligible for enrollment in a dental insurance program.

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2. Cost

The College will provide unit members with a Dental Plan including family coverage with a maximum annual premium payout of \$200.00 per unit member.

3. Coverage Periods

a. Dental insurance coverage as described above, shall be provided to all personnel on ten-month contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period (Please note that no individual shall be eligible for coverage prior to January 1, 1983 under any circumstances.) If total contract requirements are completed by employment to June 30, the coverage will continue during July and August at no cost to the employee.

b. Personnel on twelve-month contracts or contract periods other than ten months shall be eligible for dental insurance coverage in accordance with the same regulations governing the coverage of such individuals in the Health Care Insurance programs described hereinbefore.

C. Retirement/Life Insurance Programs

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Alternate Benefit Program (ABP). Certain employees, by virtue of prior employment may be eligible for enrollment in the Public Employees Retirement System (PERS) under the conditions and regulations stipulated by the New Jersey Division of Pensions.

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Program Descriptions

a. Alternate Benefit Program (ABP)

1) Program Comments

- a) Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA/CREF) for retirement. Tax-deferred annuities available.
- b) Prudential Insurance Company of America for Life Insurance and Disability Insurance. Life Insurance benefit is 3.5 times base annual salary rate.

2) Cost

- a) TIAA/CREF Retirement Program  
5% mandatory payroll deductions which can, at employee's option, be converted into a salary reduction tax-deferred annuity.
- b) Prudential Life/Disability Insurance  
No cost to employee.

b. Public Employees Retirement System (PERS)

1) Program Components

- a) State of New Jersey Plan for Retirement. Tax-deferred annuities available.
- b) Prudential Insurance Company of America for life insurance. Life Insurance benefits are as follows:  
1.5 times base annual salary is mandatory and an additional 1.5 times base annual salary is available as an option for a possible total of 3 times base annual salary.

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2) Cost

a) Retirement Program

Mandatory payroll deduction which is a % of base annual salary.

The exact % is determined by the participant's age at time of enrollment in the program.

b) Prudential Life Insurance

(1) Mandatory Insurance: included as part of retirement program deduction.

(2) Optional Insurance: payroll deduction of 0.75% of base annual salary.

D. Washington National Disability Insurance Plan

(Note: This section becomes effective February 1, 1983)

1. Under the conditions and regulations stipulated by the Washington National Insurance Company, employees are eligible for enrollment in the NJEA Optional Sick Leave Coordinated School Day Benefit Plan designated by Washington National as Plan 2.

2. Cost

College pays the entire cost of the premium for employees who are eligible and enroll.

Please Note:

1. The contents of this article are provided for informational purposes only.

2. The parties understand that, by state law, retirement programs and their various components are not negotiable.

3. The parties understand that the information provided herein is subject to change by the State of New Jersey and if any of the

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information is in error, the Division of Pensions Regulations shall prevail.

- 4. The parties understand that the information provided in Paragraph B and D is subject to change by the insurance carriers and if any of the information is in error, the insurance carrier's regulations shall prevail.

ARTICLE XXVII

LEAVES

A. Leaves and Absences

1. General Provisions

- a. All leaves, with or without pay, are subject to approval of the Board.
- b. All applications for leave must be in writing to the Division Chairperson with copies to the VPASA and the President, and submitted sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to the provision may be made in case of illness, family death, or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
- c. Employee must present pre-employment physical fitness certificate before returning from leaves which involved travel outside the continental United States.
- d. Requests for long-term leave for education, experimental or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

B. Sick Leave

1. Each unit member shall be entitled to ten (10) days sick leave in each academic year for the period of July 1, 1982 to June 30, 1984. All unit members shall enjoy sick leave benefits in accordance with the applicable statutes. (18A:30-2, 30-3, 30-6, and 30-7).
2. In the case of an extended illness, where the faculty member exhausts their individual days, then the following procedure should go

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into effect:

At the Board meeting, prior to the time when the individual's sick leave will expire, a faculty member may request additional days from the Board. An examination of each case will be made by the Board. Recommendations will be sought from appropriate staff. After careful examination of the request, the Board will exercise prudent judgement and good faith in voting approval of the additional days.

C. Personal Leave

- 1. Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairperson.

D. Bereavement Leave

- 1. Instructional personnel shall be entitled to five (5) days leave with pay upon the death of a member of his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, parent or grandparent of spouse.
- 2. Bereavement leave for other relatives is limited to three (3) days with pay.
- 3. Upon request, additional days may be granted by the President without loss of pay.

E. Jury Duty or Legal Leave

- 1. Full-time instructional personnel, who are summoned and report for jury duty or are subpoenaed and report as a witness in any

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judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

F. Military Leave

1. Military leave without pay shall be granted to any faculty member who shall be inducted or enlist for one (1) enlistment period in any branch of the Armed Forces of the United States.
2. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.
3. All reemployment rights provided by existing or enacted legislation shall accrue to such faculty member.

G. Short Term Leave (Less than one academic year)

1. Applications for leaves without pay of less than one year's duration may be submitted to the Division Chairperson in accordance with the general provisions of Section A of this Article after completion of not less than six months service.
2. The leave when granted, shall not exceed the time specified in the authorization and upon return, the staff member shall be placed at the same salary which was in effect at the beginning of such leave, unless a new individual contract has been offered and accepted during the period of absence.

H. Leave of Absence Without Pay

1. Instructional staff members are eligible for leave of absence without pay after one (1) academic year of service to the College. Long term leave is defined as a period of one year or longer.

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- 1           2. Application for such leave shall be made in writing and addressed
- 2           to the Division Chairperson, with copies to the President and the
- 3           VPDC no later than March 15 preceding the beginning of the contract
- 4           period for which the leave is desired. The application must be
- 5           accompanied by a statement of the reason for the leave of absence.
- 6           3. The application for a leave of absence will be considered on its in-
- 7           dividual merit as well as its potential effect on the College and
- 8           the determination of whether or not the request shall be granted
- 9           rests solely on the discretion of the President. A request for a
- 10          leave of absence shall be answered by the President within thirty
- 11          (30) days.
- 12          4. A leave of absence, when granted, shall not exceed the time speci-
- 13          fied in the authorizations. Such leaves of absence may be
- 14          extended at the discretion of the President, but written author-
- 15          ization is required in such cases.
- 16          5. Upon return from such leave of absence, the staff member shall
- 17          continue in the same academic rank held at the time the leave
- 18          commenced and shall receive the base annual salary rate she/he
- 19          received her/his last actual working day prior to the commence-
- 20          ment of the leave plus any increase for which she/he is otherwise
- 21          eligible as stipulated below: (For Example Only)

22	Academic Year In	Faculty Member is
23	Which Faculty Member	Eligible for Any Increase
24	Returns From	in Base Annual Salary Rate
25	One Year	Which May be Effective in the
26	<u>Leave of Absence</u>	<u>Academic Year Indicated Below</u>
27	1981-82	1982-83
28	1981-82	1981-82

- a. If the leave is extended, the faculty member will not be eligible for any additional increase except as may be granted

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1 in accordance with paragraph b hereinafter.

2 b. Promotion in Academic Rank and/or additional increase(s)  
3 may be granted by the College for faculty members who  
4 qualify for same by virtue of the special job-related nature  
5 of the activity performed while on leave. Any such promotions  
6 and/or increases shall be granted at the College's sole  
7 and exclusive option.

8 I. Exchange Teaching Leave

9 1. A paid leave of absence for one (1) academic year may be granted to  
10 a faculty member upon approval of the Board for the purpose of  
11 participating in an exchange teaching program in other states,  
12 territories or countries or a cultural program related to s/his  
13 academic discipline when such program includes the provision of an  
14 acceptable teacher to replace the one on exchange leave. All  
15 regular benefits and accrual of service credit shall continue in  
16 effect during the period of absence. Upon return from leave, the  
17 instructor shall be placed in the same salary which he would have  
18 attained had the leave not been taken.

19 2. All other provisions of the long-term leave of absence procedures  
20 contained in Par. H of the ARTICLE shall apply equally and univer-  
21 sally to an exchange teaching leave.

22 J. Extension of Leave

23 Upon application, the Board may authorize an extension to an instructor's  
24 existing leave. Application for this extension should be made in  
25 writing, to the Board with copies to the Division Chairperson and  
26 VPDC sixty (60) days prior to the termination of the existing leave.

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1 K. Vacation Leave-12 Month Faculty

2 1. General Information

- 3 a. Scheduling of vacation leave shall be determined by mutual  
4 agreement of the employee and his/her supervisor.
- 5 b. Vacation leave with pay can not be taken before it is  
6 accrued.
- 7 c. An employee accrues vacation leave time on his/her monthly  
8 anniversary date with the college (e.g. if an employee begins  
9 employment on July 15, he/she accrues 1.83 vacation days  
10 August 15).

11 2. Accrual

12 All Faculty employed on a full-time 12-month basis shall accrue  
13 vacation leave with pay at the rate of 1.83 workdays per month.

14 3. While on leave for injury in line-of-duty, an employee may accrue  
15 vacation.

16 4. In the event of employee termination, the employee shall be paid  
17 for any unused accrued vacation time up to and including the  
18 date of termination not to exceed a maximum of twenty (20) days.  
19 Termination date is defined as the last day an employee actually  
20 works at the College (e.g. the employee can not take the last day  
21 as a vacation day, personal day, etc.).

22 5. No advance issuance of checks will be permitted for those taking  
23 vacation leave; however, arrangements may be made to have checks  
24 mailed to them.

25 L. Holidays - 12-Month Personnel

26 1. A maximum of thirteen (13) holidays may be granted as days off  
27 with full pay at the discretion of the President.

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2. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.

3. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

M. Maternity Leave

The Board will comply with the applicable Federal and State Laws and Regulations relating to the maternity leaves as interpreted by the courts and administrative agencies having appropriate jurisdiction.

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1 ARTICLE XXVIII

2 SABBATICAL LEAVE

3 A. DEFINITION & AWARD

4 The sabbatical leave at Burlington County College is defined as a  
5 period of freedom from teaching (or from equivalent duties) for  
6 the purpose of enhancing the professional development of staff  
7 represented in this collective agreement. Such activities may in-  
8 clude formal study, research, writing, business activities and,  
9 when required by the nature of the activity, travel.

10 The applicant for sabbatical leave will indicate the applicant's  
11 proposed activities, how these activities will benefit the individ-  
12 ual and, in the applicant's opinion, how these activities will  
13 benefit the College.

14 The Sabbatical Leave Committee will review and evaluate all appli-  
15 cations and forward its recommendations in rank order to the  
16 President. A candidate for sabbatical leave shall have served seven  
17 (7) consecutive years at Burlington County College as a member of  
18 the bargaining unit covered by this agreement. All decisions re-  
19 lating to sabbatical leaves are subject to the availability of funds  
20 and provisions contained in this agreement. During the academic  
21 years 1982-83 and 1983-84, (academic year is defined as Fall semester,  
22 Winter semester, and Spring term), no more than seven (7) leaves will  
23 be granted by the College from those recommended by the committee. No  
24 more than two people from any division larger than ten faculty, and  
25 no more than one person in any smaller division, may be on sabbatical  
26 at any one time.

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B. CONDITIONS

- | <u>1. Length of Sabbatical</u>            | <u>Compensation</u>    |
|---|------------------------|
| Fall Semester Only                        | Full Salary Rate       |
| Winter Semester Only                      | Full Salary Rate       |
| Winter Semester & Spring Term             | Two-Thirds Salary Rate |
| Fall & Winter Semester and<br>Spring Term | .51 Salary Rate        |
2. Acceptance of a sabbatical leave obligates the recipient to return to service at the College for at least one academic year immediately following the sabbatical. Failure to return for one year of service obligates the recipient to refund to the College all salary paid under the terms of the Sabbatical.
3. Accrual of service credits shall continue in effect during the period of absence. Continuation of benefits shall be in accordance with applicable division of pension regulations. Upon return from leave, the unit member will be placed, wherever practical, in the same or a similar situation which she/he held at the commencement of the leave period. Salary and benefits will be at the rate determined and placed in the Sabbatical Leave Agreement. (Reference D).
4. The recipient may accept a grant, stipend, fellowship or similar monies usually associated with graduate or post-graduate studies. The receipt of such money will be reported by the unit member as part of the final sabbatical leave report. Employment during the sabbatical leave period for the sole purpose of increased income is incompatible with the purpose of the program and not permitted under the terms of this leave agreement.

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C. SELECTION

1. A Sabbatical Leave Committee shall be established in order to make recommendations to the President. The Committee shall consist of:
  - The Vice President for Academic and Student Affairs
  - Two Division Chairpersons
  - Three Faculty appointed by the Association
  - One Faculty appointed by the President
2. The Board will make its final decision no later than March 31 of the prior year.

D. APPLICATION

Application for sabbatical leave shall be made in writing to the division chairperson with copies to the Vice President and Dean of the College, and to the President so as to be received by the President no later than February 1 of the year preceding the year in which the leave is to occur.

Formal application will include the completed sabbatical leave agreement and a letter of transmittal.

E. MISCELLANEOUS

1. No one is eligible for a second sabbatical until at least five consecutive years following the conclusion of the first leave and until all eligible and qualified faculty have had an opportunity to apply for a first leave.

ARTICLE XXIX

GRIEVANCE PROCEDURE

A. PURPOSE

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. DEFINITION

1. College Board or Employer: Burlington County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint shall be processed through the grievance procedure to step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom an aggrieved employee (a grievant) is directly responsible under the table of organization prevailing at the college.
6. Association: The Burlington County College Faculty Association.
7. Working Day(s): Any day that the college is in session during the Fall, Winter, Spring or Summer Semester or Term. Excluded are official college holidays, vacation days and weekends.
8. Grievant: Person filing a complaint or grievance.

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C. EXCLUSIONS

The grievance procedure shall not apply to the following:

- 1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
- 2. Instances in which an employee granted tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act. (NJSA 18A:6-10 et. seq.)
- 3. Decisions of the President in exercising his discretion concerning a request for any leave.
- 4. Any matter herein expressly made non-grievable.

D. PROCEDURES -- INFORMAL -- STEP I

- 1. A complaint shall be presented informally within ten (10) working days of the occurrence complained of or, within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.
- 2. The complaint shall be filed by the employee with his/her immediate supervisor. This complaint shall be in writing.
- 3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
- 4. People present at the hearing shall be the following:
  - a. person filing the complaint (grievant)
  - b. Association representatives (President and/or Chief Negotiator)
  - c. immediate supervisor
  - d. college representative (Chief Negotiator, Board of Trustees)

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- 1 5. The purpose of this hearing is to settle the complaint in an
- 2 informal manner between the parties.
- 3 6. The immediate supervisor has up to five (5) working days to
- 4 respond to the complaint after the close of the informal hearing.
- 5 The decision may be rendered immediately upon the close of the
- 6 hearing.
- 7 7. If the person filing the complaint is dissatisfied with the
- 8 decision of the immediate supervisor he/she has five (5)
- 9 working days to file an appeal and begin the Formal Process.
- 10 The Formal Appeal will be made to the Vice President and
- 11 Dean of the College (VPDC). This appeal shall be in writing.

12 E. PROCEDURES -- FORMAL -- STEP II

- 13 1. Upon receipt of the grievance appeal, the VPDC shall convene
- 14 a hearing within five (5) working days.
- 15 2. People present at the hearing shall be:
- 16 a. Person filing the grievance (grievant)
- 17 b. Association representatives
- 18 c. Immediate supervisor
- 19 d. Board representatives
- 20 3. After the close of the hearing, the VPDC shall render a decision
- 21 within five (5) working days.
- 22 4. Upon receipt of the decision, the grievant has five (5) working
- 23 days to file an appeal with the Board of Trustees.

24 F. THE BOARD OF TRUSTEES -- STEP III

- 25 1. The appeal will be heard at the next regularly scheduled Board
- 26 Meeting provided the Board has at least five (5) working days
- 27 to study the material. This means that the material must be

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1 mailed sufficiently in advance so as to reach Board members  
2 five (5) working days prior to the Meeting. If this is not  
3 possible, then the hearing will be held at the next regularly  
4 scheduled Board Meeting following the first hearing postpone-  
5 ment. Every reasonable effort will be made by the parties  
6 to expedite the processing of a grievance. The number of days  
7 stated shall be considered as a maximum at each step.

- 8 2. At the scheduled closed hearing, both the grievant and the  
9 Board may have appropriate representatives present. The grievant  
10 shall inform the Board of his/her representatives by name at least  
11 forty-eight (48) hours prior to the hearing.
- 12 3. At the conclusion of the hearing, the Board will render a  
13 decision within ten (10) working days.
- 14 4. Upon receipt of the decision from the Board of Trustees, the  
15 grievant has ten (10) working days to file an appeal to the  
16 next step.

17 G. ADVISORY ARBITRATION -- STEP IV

- 18 1. The grievant may request submission of the grievance to an  
19 impartial arbitrator selected pursuant to the rules and pro-  
20 cedures of Public Employees Relations Commission of the State  
21 of New Jersey or the American Arbitration Association. The  
22 arbitrator so selected shall be afforded access to all documents  
23 used in the prior internal steps in the grievance procedure.  
24 The arbitrator shall not have the authority to alter, change  
25 or otherwise affect the terms of this Agreement and shall address  
26 his judgement solely to the grievance presented. Neither party  
27 shall be bound by the decision of the arbitrator. The costs of

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the arbitrator shall be borne equally by the Association and the Board.

H. GENERAL PROVISIONS

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive time limits at any step. Any such waiver shall be reduced to writing.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waive of further action. However, if in the judgement of the Association, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.

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7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Chief Negotiator of the Board of Trustees and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

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1 ARTICLE XXX

2 PERSONNEL FILES

- 3 A. The personnel file of any member of the faculty shall be open to  
4 him/her for review upon request. Such requests shall be sub-  
5 mitted to the Personnel Administrator or his/her designee not  
6 less than five (5) business days before the desired inspection.  
7 When reviewing this file, the Personnel Administrator or his/her  
8 designee will be present. The VPASA or his/her designee may be  
9 present. The official personnel files shall be located in the  
10 Personnel Office. The following confidential material contained  
11 in the personnel file shall not be made available to the faculty  
12 member:
- 13 1. References or other confidential information obtained from  
14 outside sources.
  - 15 2. Placement records which contain references.
  - 16 3. Transcripts restricted by the sending institution.
- 17 B. A representative of the Association may, at the faculty member's  
18 request, accompany said person while s/he reviews his/her file.
- 19 C. A copy of all internal correspondence, memoranda or other documents  
20 relating to the performance, competence, character, service or  
21 conduct of a faculty member (except those restricted by the provisions  
22 of Par. A) must be placed in his/her personnel file and a copy of  
23 such documents should be furnished to the faculty member who shall  
24 have the right to respond to such document and to have such response  
25 become part of his/her personnel file.
- 26 D. At the request of a faculty member, the nonconfidential contents  
27 of his/her personnel file must be opened to him/her at any time

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during the processing of a grievance which has been reduced to writing.

E. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

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ARTICLE XXXI

COUNSELOR WORKLOAD

Fall-Winter Semesters

The full-time load of the counselor during the fall or winter semester is 37.5 points. These points are generally equated to hours and are defined as follows:

9 points - DSD teaching - at least one DSD course will be offered for each full-time counselor during the fall and winter semester.\* (During the Spring term, DSD courses will be offered for 50% of the counselors).

1.5 points - Office hours each week specifically for currently enrolled DSD students.\*

15 points - The minimum number of scheduled counseling appointments for each counselor for each week that classes are in session. If counselees do not schedule or keep their appointment, counselors are available as back-up walk-in counselors.

12 points - This category is flexible and is adjusted to the student and institutional needs for the particular period. Examples of activities included are:

- 1) staff meetings
- 2) division meetings
- 3) pre-enrollment counseling
- 4) walk-in counseling
- 5) registration
- 6) committee and council meetings

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- 7) orientation
- 8) other professional duties

\* If the DSD class is cancelled because of insufficient enrollment, the 9 DSD points (+1.5) will be assigned by the Associate Dean for Student Development.

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ARTICLE XXXII

JOINT APPOINTMENTS

The evaluation of the faculty member and recommendations concerning promotion, tenure, and reappointment will be the joint responsibility of the home division chairperson and the chairperson of the second appointment.

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10. Tuition Reimbursement funds may be used in conjunction with special leave programs. Additional funds may be added to the Tuition Reimbursement Fund if a demonstrated need arises.

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ARTICLE XXXIII

RIF & RETRAINING

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1. Establish a Joint Committee to pursue the following objectives:
  - a. develop long-term policy
  - b. generate enrollment data
  - c. publish enrollment data
  - d. evaluate enrollment data
  - e. define seniority.
2. Any faculty member could initiate a request for retraining. For the purposes of this contract, faculty shall apply on or before March 1, 1983 and February 1, 1984 for special leave. The College shall notify the Faculty of the possible need for retraining as the information becomes available.
3. Special leaves for retraining purposes may be in addition to Article 28. Additional funding may be provided if a demonstrated need arises.
4. Special leaves for retraining would be subject to the terms of the contract language of this agreement.
5. To the extent possible, the College will provide one year's notice to anyone who is being considered for an RIF.
6. The Committee will consist of three (3) Faculty and three (3) administrators. The VP for Academic Affairs will serve as a member of the Committee in the capacity as the non-voting chair of the Committee.
7. The Committee will have access to all college enrollment data and be supported with clerical and other resources.
8. The elements agreed upon in the contract will be put into effect immediately.
9. The College will assist the Faculty members in designing a retraining leave and in obtaining admission to programs--college and non-college.

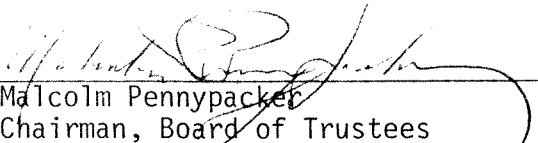
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ARTICLE XXXIV

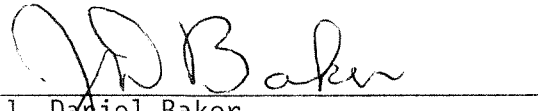
DURATION OF AGREEMENT

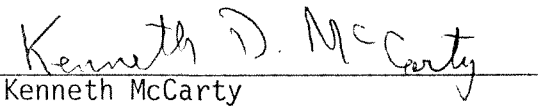
This agreement shall be effective on July 1, 1982 and shall continue in effect until June 30, 1984.

For the Board of Trustees:

  
Malcolm Pennypacker  
Chairman, Board of Trustees

  
Sanford Schneider  
Chief Negotiator

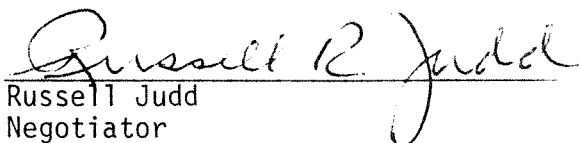
  
J. Daniel Baker  
Negotiator

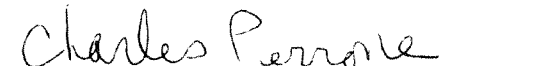
  
Kenneth McCarty  
Negotiator

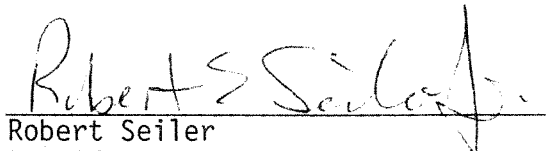
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DATE

For the Faculty Association:

  
Russell Judd  
Negotiator

  
Charles Perrone  
Negotiator

  
Robert Seiler  
President

12-21-82

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APPENDICES

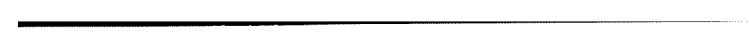
- A. Instructional Load Formula
- B. Student Evaluation and Instructor Return Form
- C. Classroom Visitation Form
- D. Tuition Reimbursement Form
- E. Matrix of Dates

Evaluation, promotion, termination and tenure

The appendices contained herein have been negotiated and agreed to by the parties.

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APPENDIX A

INSTRUCTIONAL LOAD FORMULA

Reference: ARTICLE XVIII of the Agreement

1 BURLINGTON COUNTY COLLEGE

2 FACULTY LOAD FORMULA

3 A. RATIONALE

4 The load formula is based on measurement of faculty work effort in terms  
5 that are applicable to the teaching-learning environment at Burlington  
6 County College. It is designed to recognize that the faculty member's  
7 principal responsibilities are instructional and therefore focuses on  
8 an acceptable method of measuring the effort necessary to execute those  
9 responsibilities. The formula limits itself to considering the  
10 variables of preparation, student contact, evaluation and special  
11 assignments.

12 B. DEFINITION

13 The load formula is defined as a guide or formula to meet institutional  
14 requirements by means of an equitable distribution of faculty time.

15 C. GOALS

16 The formula attempts to accomplish the following goals:

- 17 1. To distribute faculty time in an equitable manner.
- 18 2. To provide for a nonsubjective and accurate determination  
19 of faculty load but not to increase or decrease that load  
20 experienced in the 1970-71 contract year.
- 21 3. To facilitate the development of effective learning strategies.
- 22 4. To allow for varying modes of instruction.
- 23 5. To reflect the unique learning strategies employed at  
24 Burlington County College.
- 25 6. To realistically utilize financial and human resources.
- 26 7. To provide for differentiated staffing.
- 27 8. To be applicable to all faculty members.
- 28 9. To be simple to understand and easy to compute.

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1 D. DETERMINATION OF LOAD

2 The determination of a load is to be developed jointly between the  
3 faculty member and the Division Chairperson prior to the beginning  
4 of each term. It is hoped that this procedure will more effectively  
5 involve each faculty member in the construction of his load. The  
6 procedure does require that the faculty member come prepared to dis-  
7 cuss with his Division Chairperson the various modes of instruction  
8 and methods of evaluation which he intends to use during the given  
9 term. Under the traditional system, only credit hours and/or lab  
10 contact hours were used in determining load. The proposed formula  
11 recognizes and gives credit to the faculty member in the following  
12 areas:

- 13 1. Preparation
- 14 2. Student Contact
- 15 3. Evaluation
- 16 4. Special Assignments

17 1. Preparation

18 Rationale: The preparation points are designed to reflect the  
19 faculty member's time and effort which are devoted to preparation  
20 for the teaching activities which s/he directs.

21 a. Normal Preparation

22 Normal preparation includes, but is not limited to, the  
23 following:

- 24 1) Revising course syllabi;
- 25 2) Reading over assignments and lecture notes;
- 26 3) Writing or modifying behavioral objectives;
- 27 4) Revising packets in the accepted format, e.g. concept,

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- rationale, objectives and learning strategies;
- 5) Having handouts reproduced and on hand;
- 6) Coordinating the use of technical equipment and personnel;
- 7) Constructing examination.

More credit is given for the original preparation than for duplicate preparations, and preparation is weighted according to the mode used, e.g. classroom or seminar, lecture or laboratory.

b. Instructional Development

1) New Course

A new course factor of up to two (2) units/credit may be given for each previously unoffered college course for which materials have not been prepared and are not available through purchase. The units awarded will reflect the amount of course development required for the new course but will be at least one unit per course. In addition, it is expected that materials will be prepared for the units awarded. Use of this factor should be coordinated with the Division Chairperson and the VPDC.

2) Extensive Revision of an Established Course

To qualify, a faculty member may be expected to drastically revise an existing course. The extensive revision must be agreed upon with the Division Chairperson.

3) Large Group Presentation

To qualify to be credited for the time involved in preparing such a presentation, the instructor would probably

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be using multi-media to instruct more than 47 students  
in a single class.

2. Student Contact

Contact time is the scheduled time that the instructor physically  
spends with his scheduled class.

3. Evaluation

Two factors are weighted in this instance: the number of students  
and the types of evaluation. See instructions for further infor-  
mation on how to compute this data.

4. Special Assignments

- a. Conducting feasibility studies designed to establish new  
programs;
- b. Liaison with the public in coordinating career programs;
- c. Coordination and Liaison Responsibilities, i.e. Math Lab,  
Writing Lab, Science Lab, etc.;
- d. Coordinator of Career Advisory Committee
- e. Others: to be determined on individual basis.

E. LOAD SPECIFICATIONS

- 1. The specification of load in terms of point values, time parameters  
and quantitative applications of the formula are identified with  
the body of the Agreement. (ARTICLE XVIII)

F. INSTRUCTIONS FOR COMPLETING FACULTY LOAD ANALYSIS & SUMMARY SHEET

1. INTRODUCTION

- a. This form is to assist the faculty member in determining his  
instructional load. The completed form should accurately  
reflect the course strategy the instructor intends to use and,  
through the use of conversion factors, the amount of instruction-

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1 al presentation, student contact, and evaluation units that  
2 will be necessary to meet his instructional requirements.

3 2. PREPARATION

4 a. Your first step in completing the form is determining which  
5 mode or modes you will be using to teach the course being  
6 analyzed. Recognizing that varying modes of instruction re-  
7 quire varying amounts of preparation time, the preparation  
8 segment of the form has been subdivided into three major cate-  
9 gories - large group, classroom or seminar, and laboratory.

10 1) Large Group

11 For the purposes of this formula, a large group will  
12 generally consist of a minimum of 47 students as determined  
13 at the end of the drop/add period, or fewer with the  
14 concurrence of the Division Chairperson. In the lecture  
15 mode, the student primarily receives information. The  
16 instructor and his audio-visual tools are the primary sources  
17 of information.

18 2) Classroom or Seminar

19 In the classroom or seminar mode, the students are jointly  
20 engaged in some learning activity generally requiring  
21 group interaction. The instructor may be either a resource  
22 person, a director of activities, or a participant.

23 3) Laboratory

24 In the laboratory mode, the student is individually  
25 engaged in self-instructional learning activities or in  
26 individualized problem solving. Within this mode, the  
27 instructor is primarily a resource person.

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4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.

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Under unusual circumstances, it may be necessary for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by 1 1/2. The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairperson.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by 1½ if the instructor were teaching the same course on campus.

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Table 1

Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and Beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Music Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

\* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPDC.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e., original, first duplicate second duplicate, and insert them in the appropriate boxes in the Load Analysis Form.

G. Examples

(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	<u>1.0</u>	X	<u>3</u>	=	<u>3</u>	FIRST SECTION
	SECOND HOUR	<u>0.5</u>	X	<u>3</u>	=	<u>1.5</u>	SECOND SECTION
	THIRD HOUR	<u>0.25</u>	X	<u>        </u>	=	<u>        </u>	

- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

						CLASSROOM	
CLASS ROOM	FIRST HOUR	1.0	X	2	=	2	← [1] [1]
	SECOND HOUR	0.5	X	2	=	1	← [2] [2]
	THIRD HOUR	0.25	X	4	=	1	← [2] [2]
LARGE GROUP	FIRST HOUR	2.0	X	1	=	2	← [3] [3]
	SECOND HOUR	1.0	X		=		← [3] [3]
	THIRD HOUR	0.5	X		=		← [4] [4]

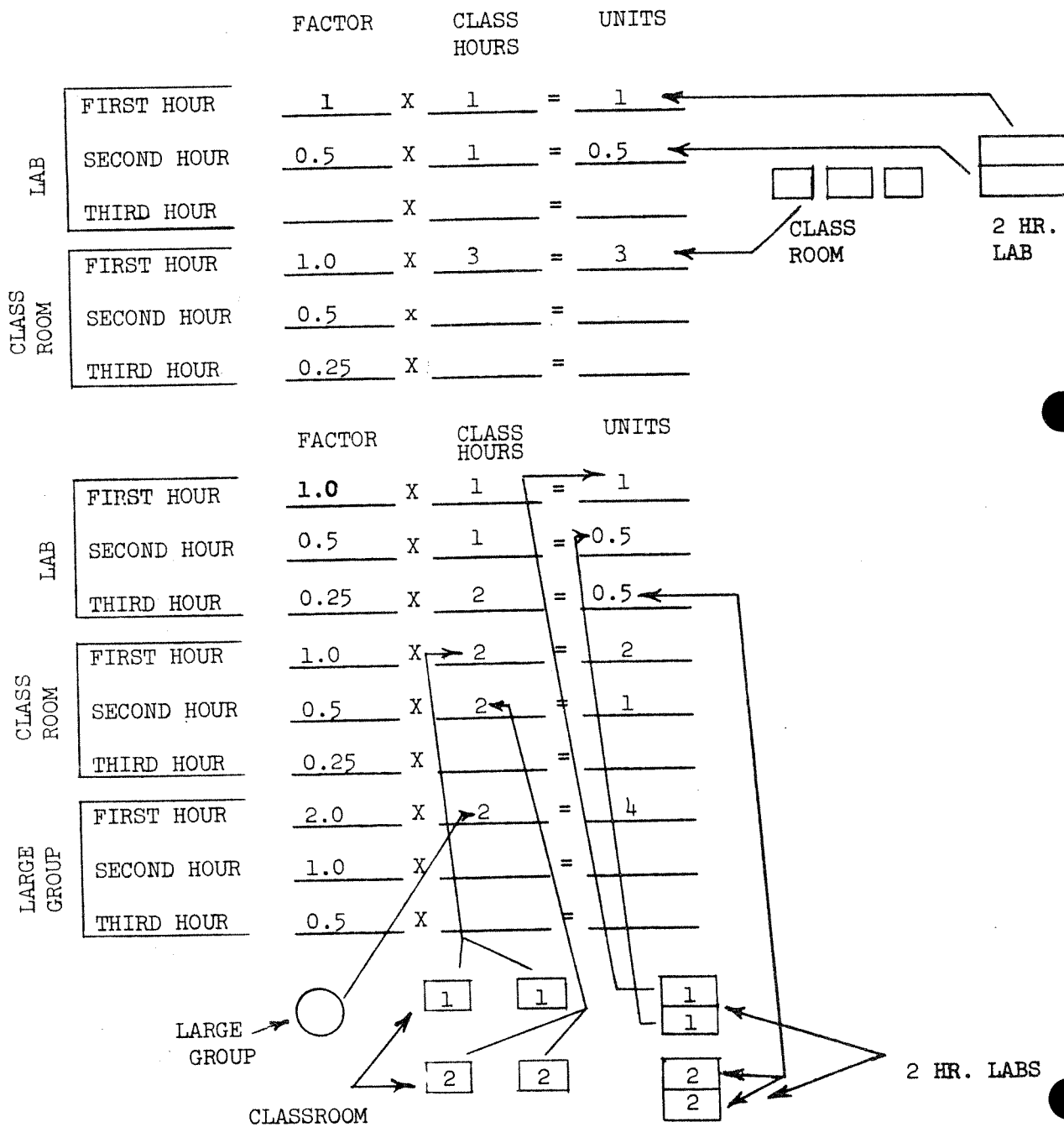
(L.G.)

- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

		FACTOR		CLASS HOURS	=	UNITS	
LAB	FIRST HOUR	1.	X	1	=	1	← [1]
	SECOND HOUR	0.5	X	1	=	0.5	← [2]
	THIRD HOUR	0.25	X	1	=	0.25	← [3]
		0.10		17		1.70	← [4]
LARGE GROUP	FIRST HOUR	2.0	x	1	=	2	← [5]
	SECOND HOUR	1.0	X		=		← [6]
	THIRD HOUR	0.5	X		=		← [6]

(L.G.)

(4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:



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5) Total Preparation

Once you have calculated your preparation units for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

COLUMN TOTAL

3. CONTACT

a. Contact time is the scheduled time that the instructor physically spends with s/his scheduled class. One point will be awarded for each such scheduled class hour.

1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT.....SCHEDULED CLASS HOURS.....

LARGE GROUP = 1  
8 SEMINARS = 8  
9

4. EVALUATION

a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your

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primary testing method. In order to qualify for point factors applicable to the combination evaluation methods, at least one-third of the number of tests to be given must be of each of the two other types (Objective or Written).

c. For combination of evaluative methods that do not meet the criteria in Par. b., an average evaluation factor will be determined based upon the point allocation for each testing vehicle used divided by the total number of testing vehicles.

d. Test factors are as follows:

	<u>Obj.</u>	<u>Written</u>	<u>Comb.</u>
1) Faculty grades - faculty records	.06	.18	.10
2) Faculty grades - assistant records	.05	.16	.08
3) Assistant grades - faculty records	.05	---	---
4) Assistant grades - faculty records	.02	---	---

e. Determine as accurately as possible which factor best approximates your test evaluation time and enter that figure in the space marked Test Factor. Now enter the anticipated number of students you and the Division Chairperson expect to be enrolled in the course. (The anticipated enrollment is based upon the best predictive figures available to the Division Chairperson at the time a faculty member's load is determined.) The final enrollment figures will be determined at the end of the drop/add period. Multiply the number of students by the the sum of test factor and the student factor. This gives you your total evaluation points. Record this figure in the designated block.

Student factors shall be as follows: .005

1 EVALUATION:

2 NUMBER OF STUDENTS 100 X FACTOR (.005 + .06) = 6.5

3 TEST FACTORS:

4 .02 .05 .06 .08 .10 .16 .18

5 Once you have filled out the Faculty Load Analysis and Summary  
6 Sheet for the different courses you are teaching, summarize  
7 the results and place them in the designated blocks on the  
8 Faculty Load Summary Column.

9 There will be no changes in the evaluation factor unless  
10 there is mutual agreement between the Faculty member and  
11 the Chairperson up to and including June 30, 1984.

12 5. INSTRUCTIONS FOR FILLING OUT THE FACULTY LOAD SUMMARY COLUMN.

13 a. INSTRUCTIONAL LOAD

14 1) Once the Instructional Load Analysis Column is completed,  
15 use the information contained therein to prepare the  
16 Faculty Load Summary Column. Summarize the units of  
17 preparation, contact, and evaluation that would be  
18 necessary to meet your instructional responsibilities  
19 and insert those figures in the blocks provided at the  
20 right side of the Faculty Load Summary Column.  
21 together the units of preparation, contact and evaluation  
22 gives you your Total Instructional Load.

23 b. ASSIGNMENTS

24 1) Instructional Development

25 a) The amount of credit to be given to an instructor  
26 who creates a new course, significantly revises  
27 an old course, or develops a new mode for teaching  
28 an old course will be by agreement between the instruc-

1 tor and the Division Chairperson. The written proposal  
2 requires agreement of the VPDC (Refer to Section D. 1.b.,  
3 Instructional Development-- New Course and Extensive  
4 Revision of an Established Course).

5 2) Other

6 a) Credit may be given for the performance of duties  
7 essential to the well-being of the institution but not  
8 recognized in previous sections of this proposal.

9 This could involve such duties as:

10 (1) liaison with public;

11 (2) being a major official in a professional  
12 society;

13 (3) active member of an advisory committee;

14 (4) the award of additional office hours where large  
15 groups of students are involved, i.e., for every  
16 20 students beyond 140, award 0.5 additional  
17 units for each scheduled office hour beyond  
18 five (5) hours.

19 This list shall not be considered all-inclusive but  
20 shall be open-ended to include any item meeting the  
21 stated criteria. Unless otherwise specified, the  
22 rate of credit to be given for performing such duties  
23 will be determined by mutual agreement between the  
24 instructor and the Division Chairperson, with the  
25 written approval of the VPDC.

26 b) Activities which are recognized by supplementary con-  
27 tract are excluded from calculation under this formula.

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3) Add the units for Instructional Development and Other Assignments to arrive at your Total Other Assignments.

4) Summary

a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

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INDICATE HOW EACH OF THESE STATEMENTS DESCRIBE YOUR INSTRUCTOR BY THE DEGREE OF AGREEMENT/DISAGREEMENT WITH EACH ITEM LISTED BELOW.

DARKEN THE LETTER THAT CORRESPONDS WITH YOUR OPINION.

A -- STRONGLY AGREE  
 B -- AGREE  
 C -- DISAGREE

D -- STRONGLY DISAGREE  
 E -- NO OPINION/NOT APPLICABLE

- |   |               |
|---|---------------|
| 1. A teacher/student partnership in learning is encouraged by the instructor. ....  | 1. A B C D E  |
| 2. The climate of this class is conducive to learning. ....   | 2. A B C D E  |
| 3. The instructor respects constructive criticism. ....   | 3. A B C D E  |
| 4. I feel free to ask questions in class. ....  | 4. A B C D E  |
| 5. The instructor's comments about my work are helpful. ....  | 5. A B C D E  |
| 6. The instructor is well prepared for each class. ....   | 6. A B C D E  |
| 7. The instructor is able to provide relevant examples to illustrate concepts and theories. ....                            | 7. A B C D E  |
| 8. The instructor displays a complete understanding of course topics. ....  | 8. A B C D E  |
| 9. The instructor appears to be an expert in this field. ....   | 9. A B C D E  |
| 10. Lecture information is most relevant to course objectives. ....   | 10. A B C D E |
| 11. The instructor has an effective style of presentation. ....   | 11. A B C D E |
| 12. The instructor stimulates interest in the course material. ....   | 12. A B C D E |
| 13. The instructor emphasizes conceptual understanding of material. ....  | 13. A B C D E |
| 14. The instructor's explanations and comments are very often helpful. ....   | 14. A B C D E |
| 15. I would enjoy taking another course from this instructor. ....  | 15. A B C D E |
| 16. I have achieved the course objectives. ....   | 16. A B C D E |
| 17. My instructor evaluates often and provides help when needed. ..   | 17. A B C D E |
| 18. My instructor returns papers, assignments, and tests quickly enough to benefit me. ....                                 | 18. A B C D E |
| 19. My instructor meets his/her class on time. ....   | 19. A B C D E |
| 20. The instructor dismisses class at the regularly scheduled time. ....  | 20. A B C D E |
| 21. Classes have been cancelled without prior notice. ....  | 21. A B C D E |
| 22. The grading system was clearly explained. ....  | 22. A B C D E |
| 23. Please write down on the back of the answer sheet the strengths and weaknesses of this course and this instructor. .... | 23. A B C D E |

APPENDIX B (continued)

INSTRUCTOR RETURN FORM

(STUDENT EVALUATION)

Instructors Name: \_\_\_\_\_

Course #: \_\_\_\_\_

Section: \_\_\_\_\_

Location: \_\_\_\_\_

The Student Course Evaluation was administered on \_\_\_\_\_  
(Date)

\_\_\_\_\_ was responsible for de-  
Student's Name

livering the forms to the Scoring Station.

\_\_\_\_\_  
Instructor's Signature

Please forward to appropriate Chairperson.

APPENDIX C

CLASSROOM VISITATION

Instructor \_\_\_\_\_ Course \_\_\_\_\_

Semester/Term \_\_\_\_\_ Date \_\_\_\_\_ Length of Visit \_\_\_\_\_

Division \_\_\_\_\_ Chairperson \_\_\_\_\_

Description of Class:

Rating: Rate the instructor on each item, giving the highest scores for unusually effective performance.

Highest		Average		Lowest	Not Applicable
5	4	3	2	1	N/A

\_\_\_\_\_ 1. The objectives of the lesson were made clear to the class.  
Comments:

\_\_\_\_\_ 2. The instructor stimulated interest in the course material.  
Comments:

\_\_\_\_\_ 3. The lesson appeared well planned and organized.  
Comments:

\_\_\_\_\_ 4. The instructor encouraged critical thinking and analysis.  
Comments:

\_\_\_\_\_ 5. Explanations were clear and to the point.  
Comments:

\_\_\_\_\_ 6. The climate of the class seemed conducive to learning.  
Comments:

\_\_\_\_\_ 7. The instructor encouraged relevant student involvement in the class.  
Comments:

\_\_\_\_\_ 8. The classroom visitation was at a time when the observer was able to fairly judge the nature and tenor of the teaching-learning process.  
Comments:

---

Overall Rating: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Questionable \_\_\_\_\_ Unsatisfactory

Signed: \_\_\_\_\_ Division Chairperson Date: \_\_\_\_\_

\_\_\_\_\_ Faculty Member Date: \_\_\_\_\_



3. The aforementioned course(s):

\_\_\_\_\_ are eligible for tuition reimbursement

\_\_\_\_\_ are not eligible for tuition reimbursement

Section Three (To be completed by appropriate administrative and executive staff members)

The course(s) indicated hereinbefore:

\_\_\_\_\_ are approved as being eligible for tuition reimbursement

\_\_\_\_\_ are not approved as being eligible for tuition reimbursement.

Intermediate Supervisor(s)

_____	_____	_____	_____
Printed Name	Title	Signature	Date

_____	_____	_____	_____
Printed Name	Title	Signature	Date

Appropriate Executive  
Staff Member

_____	_____	_____	_____
Printed Name	Title	Signature	Date

Copy Distribution:

1. Both the original and the copy should be submitted by employee to the immediate administrative supervisor.
2. The original and the copy should be forwarded through the parties indicated hereinbefore to the Personnel Department.
3. The Personnel Department will:
  - a. Return the original to the faculty member who should retain it and submit it with the other required tuition reimbursement application materials after completion of the course(s)
  - b. Retain the copy

Form 0100-028 06/81 (Rev.)

APPENDIX E

EVALUATION

- September 30
  - First Year Faculty establish objectives.
  - Faculty who receive less than a satisfactory evaluation shall submit an interim report concerning corrective measures to chairpersons.
- November 15
  - First Year Faculty follow-up meeting to renew progress.
- January 15
  - First Year Faculty--submission of material to Chairperson.
- January 30
  - First Year Faculty--Chairperson responds.
  - First Year Faculty--New objectives established for next academic year.
- March 15
  - All Faculty submit Annual Reports.
- April 15
  - Division Chairpersons respond to Annual Report.
- 11-13 week -  
Semesters
  - Student Course Evaluations
- 3-5 week-  
Terms
  - Student Course Evaluations



APPENDIX E

CHRONOLOGY OF PROMOTION PROCEDURES\*

TRACK I

February 1 All interested faculty submit credentials

February 15 Recommendations for promotion sent to the Dean of Academic Affairs for review

March 1 Dean of Academic Affairs forwards applications to Vice-President and Dean of the College with recommendations

March 15 Vice-President and Dean of the College makes recommendations to the President

April 1 President notifies Vice-President and Dean of the College and Dean of Academic Affairs of any unacceptable applications

April 15 Dean of Academic Affairs notifies appropriate Chairperson of President's decision

May 1 Unsuccessful candidates notified by Chairperson

May Candidates accepted by the President considered by the Board of Trustees at the regular meeting for the month of May

Decision of the Board announced by the President immediately thereafter.

\*In the event the scheduled due date falls on a non-working day, the next working day shall be the date of compliance. This statement shall apply to both Track I and Track II procedures..

TRACK II

February 1 Promotion plan submitted to Chairperson for review

February 15 Promotion plan and Chairperson's recommendation forwarded to the Dean of Academic Affairs for further review

March 1 Plan sent to the Vice-President and Dean of the College for review; decision of the Vice-President and Dean of the College conveyed to the Dean of Academic Affairs

March 15 Appropriate division chairperson notified of the Vice-President and Dean of the College's decision

April 15 Candidate notified immediately thereafter.  
Re-Submission of Plan to Division Chairperson,  
if necessary

\*\*\*\*\*

February 1 On this date, of any year following the year in  
which the promotion plan was accepted, candidates  
for promotion shall present their completed work to  
their Chairperson for review. If the plan is judged  
to have been fulfilled, the Chairperson shall then  
follow due dates identical with those stipulated for  
Track I. These are given below.

February 15 Recommendations for promotion sent to the Dean of  
Academic Affairs for review

March 1 Dean of Academic Affairs forwards application to  
the Vice-President and Dean of the College with  
recommendations

March 15 Vice-President and Dean of the College makes  
recommendations to the President

April 1 President notifies Vice-President and Dean of the  
College and Dean of Academic Affairs of any  
unacceptable applications

April 15 Dean of Academic Affairs notifies appropriate  
Chairperson of President's decision

May 1 Unsuccessful candidates notified by Chairperson

May Candidates accepted by the President considered  
by the Board of Trustees at the regular meeting  
for the month of May.

Decision of the Board announced by the President  
immediately thereafter.

APPENDIX E (continued)

NON-REAPPOINTMENT

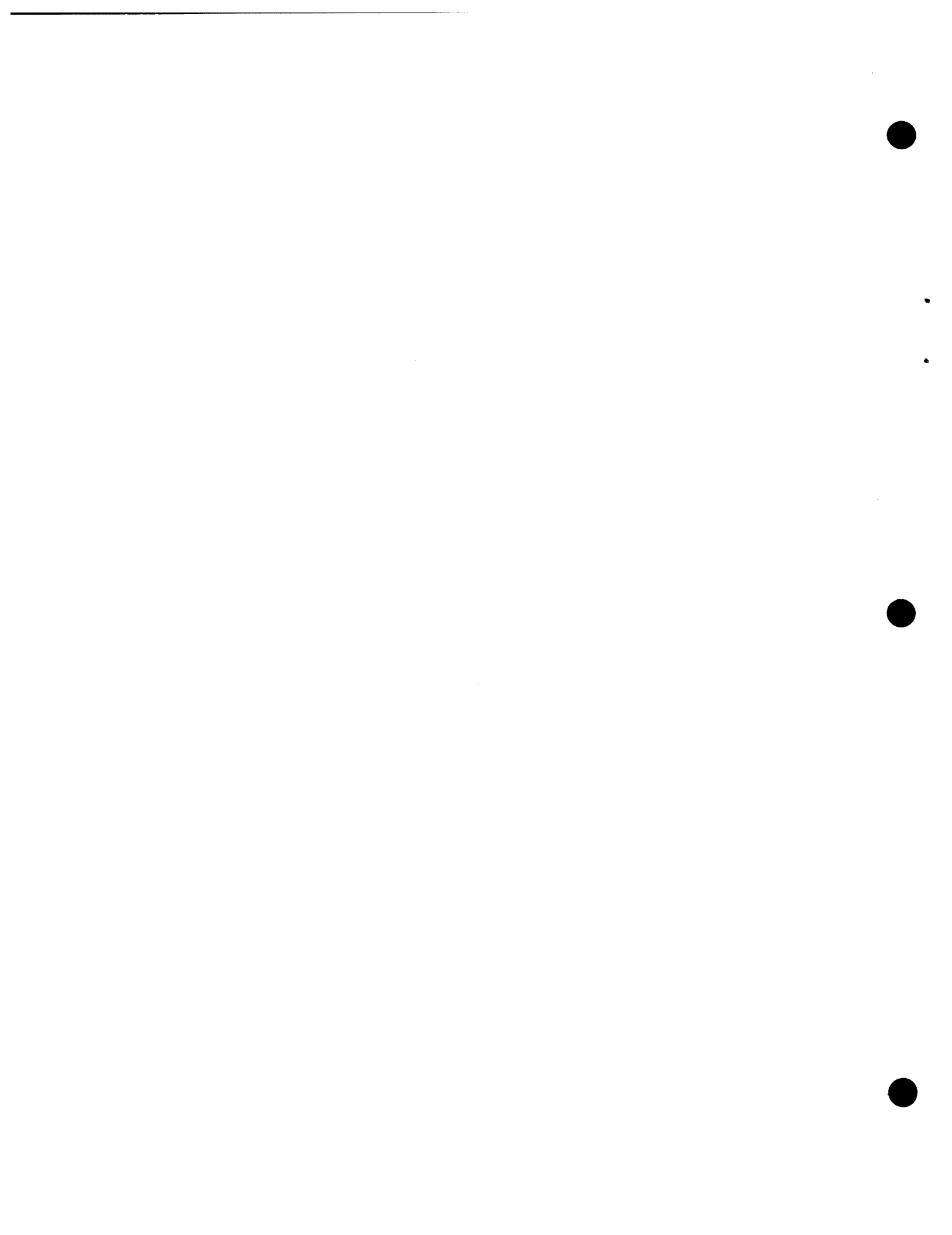
2nd Year Contract	March 15 of First Year
3rd Year Contract	February 15 of Second Year
4th Year Contract	February 15 of Third Year
5th Year Contract	February 15 of Fourth Year
6th Year Contract	February 15 of Fifth Year

APPENDIX E (continued)

TENURE REVIEW

- December 1
- Tenure Review
  - VPDC transmits recommendations of Tenure Review Board to the President.
  - Recommendations scheduled for January Board Meeting.
- January
- Candidate for Tenure considered at the January Board Meeting (usually the third Tuesday).





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REFERENCES

- A. Individual Employment Contract and Memorandum of Assignment
- B. Board Policy #126
- C. College Pay Dates
- D. Sabbatical Leave Form
- E. Demand and Return System

The Reference material included in this agreement is done as a convenience to all concerned. These reference sections have not been the object of negotiations by the parties.

\*\*\*\*\*

REFERENCE A

BURLINGTON COUNTY COLLEGE

EMPLOYMENT CONTRACT: FULL-TIME FACULTY

THIS CONTRACT entered into by and between BURLINGTON COUNTY COLLEGE, a Body Corporate, Pemberton-Browns Mills Road, Pemberton, New Jersey 08068 (hereinafter called the "College") and \_\_\_\_\_ (hereinafter called the "Employee") shall become effective on the date hereinafter provided.

WITNESSETH:

It is hereby mutually agreed to between the College and the Employee as follows:

1. Position Description and Term of Employment

The Employee shall serve in the position of \_\_\_\_\_ with the Academic Rank of \_\_\_\_\_, in the College in the \_\_\_\_\_ and under the control of the College Board of Trustees, which position is a(n) \_\_\_\_\_ month position. Employee shall begin service on \_\_\_\_\_, 19\_\_\_\_, and shall be employed until \_\_\_\_\_, 19\_\_\_\_, both inclusive, said period constituting Employee's "working period".

2. Salary

In consideration of said services, the employee shall be compensated at the base salary rate of \$ \_\_\_\_\_, per \_\_\_\_\_ month year, prorated for said Employee's actual services during the above-described working period. Such compensation shall be payable during said Employee's working period according to prevailing College payroll procedures; provided, that if Employee's actual working period is shorter in duration than the number of months of the position as indicated in Paragraph 1, Employee's actual earnings shall be in the same proportion to the above-cited salary rate as said Employee's actual working period is to the number of months in the position.

3. Conditions Precedent

The Employee agrees that the following shall be conditions precedent to the employment provided herein and that documentation indicating compliance with such conditions shall be on file with the proper agency of the Board of Trustees before any payments for services under this contract shall be made.

- a.
- b. **NONE**
- c.

4. Term and Status of Employment, Qualifications, Duties, Observation of Rules

The Employee hereby agrees to the term and status of the Employee's employment as hereinbefore set forth. The Employee having represented and the College having relied thereon that she/he is duly qualified to serve in the capacity or capacities designated shall perform such related duties as the Board of Trustees, President of the College, and their authorized representatives shall direct, and shall observe and enforce all of the rules prescribed for the College by the Board of Trustees.

5. Laws, Rules, Regulations

This contract shall be governed in accordance with all applicable laws of New Jersey, the lawful rules and regulations of the Board of Higher Education, the rules and policies of the Board of Trustees, the Administrative regulations and procedures of the College, and the provisions of the Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Faculty Association, all of which are hereby made a part of the terms and conditions of this Contract as if fully stated herein.



REFERENCE A (continued)

6. Signature and Return of Contract

If the Employee does not sign and return the original and one (1) copy of this employment contract to the College's Personnel Department within sixteen (16) calendar days of the date of issuance hereinafter specified, the College may interpret that:

- a. In the case of a reappointment contract, that reappointment is not desired and that the Employee has resigned from her/his position at the College.
- b. In the case of initial employment, that the Employee is declining said employment.
- c. In the case of supplemental employment, that the Employee is declining said supplemental employment.

Exceptions may be made upon written request for extension. Any such request should be addressed to the President of the College and submitted to the Personnel Department. The request must include a specific date by which the individual will submit the contract; said date shall not be more than ten (10) calendar days beyond the original due date hereinafter specified unless otherwise agreed to by the President of the College. Any extensions which may be granted by the President of the College will be in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the dates hereinafter provided.

BURLINGTON COUNTY COLLEGE

Date contract issued  
to Employee by  
Personnel Department  
Date \_\_\_\_\_  
Initials \_\_\_\_\_

By: \_\_\_\_\_  
Employee

Date signed and date  
this contract is entered  
into by the College and  
the Employee \_\_\_\_\_

Date signed contract  
due in College's  
Personnel Department  
\_\_\_\_\_  
(unless modified in  
accord with Paragraph 6)

\_\_\_\_\_  
President of the College

Date  
Signed \_\_\_\_\_

NOTE -- To 10 Month Employees Only: Selection of 10 or 12 Month Payment Schedule

- 1. Ten (10 ) month employees have the option of receiving payment of base annual salary on a 10 or 12 month basis.
- 2. Consider your choice carefully as the College cannot change your method of payment once you have selected an option.
- 3. Please indicate your choice below by checking the appropriate box:

\_\_\_\_\_ 10 Month \_\_\_\_\_ 12 Month

REFERENCE A (continued)

BURLINGTON COUNTY COLLEGE

MEMORANDUM OF ASSIGNMENT

OF

COACHING OR ACTIVITY SPONSORSHIP

(AS DEFINED IN THE FACULTY COLLECTIVE AGREEMENTS)

The following assignment is hereby made by the College and accepted by the Faculty Member:

Name of Faculty Member \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Division \_\_\_\_\_ Division of this Assignment \_\_\_\_\_

Title of Activity \_\_\_\_\_

Effective Dates of Activity \_\_\_\_\_

Compensation for Activity \_\_\_\_\_

\_\_\_\_\_  
Director of Personnel Affairs      Date      Faculty Member      Date

# Burlington County College

## BOARD POLICY

---

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979  
Supersedes: May 5, 1970

Faculty personnel at Burlington County College may be roughly divided into two categories, with respect to performance, service, and time given for professional improvement. First, there is a body of faculty who teach, serve the college and community, and choose to spend a considerable amount of time working on advanced degrees, with the goal of eventually attaining a doctoral degree. Second, a number of faculty who also teach and serve the college and community choose to spend a large portion of their time developing new programs and courses and pursuing highly specialized studies, but not necessarily as part of the requirements for an advanced degree (such as advanced engineering certificates). In general, personnel in category two more often than not are in the field of career programs.

Both categories of faculty make equally important contributions to the College, and the purpose of this revised policy is to give equal recognition to both categories, and to provide a means for advancement in rank commensurate with the contributions of each. Thus, this policy provides two tracks for advancement in academic rank.

Regardless of the track chosen, however, the following applies to both:

Promotion in academic rank is given in recognition of exceptional professional accomplishments and distinguished service to the College and its mission. Satisfactory work, as contrasted with exceptional or outstanding work, is not a recommendation for promotion, especially to the senior ranks of Associate Professor or Professor.

Eligibility for promotion--regardless of the track chosen--is first based on time in grade and cumulative experience. No one is eligible for promotion until the time factors listed below have been met.

<u>Academic Rank</u>	<u>Cumulative Length of Relevant College Experience</u>
Instructor	0
Assistant Professor	3
Associate Professor	6
Professor	9

# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supercedes: May 5, 1970

### Track I

Faculty who choose to seek advancement in academic rank based on successful teaching\*, service to the College and community, and the accumulation of formal coursework leading to advanced degrees, must meet the following criteria:

<u>Rank</u>	<u>Educational Preparation</u>
Assistant Professor	Masters degree and 15 credit hours of relevant course work
Associate Professor	Masters degree and 15 credit hours of relevant course work beyond requirements for Assistant Professor - Total of 30 relevant credit hours.
Professor	Doctoral degree or 15 hours of relevant course work beyond requirements for Associate Professor - Total of 45 relevant credit hours - and instructional efforts at Burlington County College of the originality, scope, and quality required of a doctoral dissertation. This work will stand in place of a dissertation, <u>but</u> evaluation of that work requires the <u>opinion</u> of two consultant-evaluators from outside the BCC faculty or staff.

\*Teaching is a generic term which is applicable to the work of all faculty personnel.

In addition to fulfilling the minimal requirements for professional experience and educational preparation, promotion from one rank to another requires demonstrable proof of exceptional,

- 1) mastery of professional work, and
- 2) contributions to the college, the profession, and the community

# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supercedes: May 5, 1970

In accordance with Administrative Procedure 804--Procedure for Awarding Continuing Education Units (CEU)--credit towards promotion will be given for application to the following ranks, at the following rates.

<u>Rank</u>	<u>CEU Credit</u>
Assistant Professor	50% of the 15 credit hours beyond a masters degree (i.e., 22.5 CEUs).
Associate and Full Professor	50% of the 30 and 45 credit hours (respectively) beyond a masters degree (i.e., 45.0 and 67.5 CEUs).

3 CEU's shall be equated to one graduate school credit.

The following is a list of illustrative factors which may be taken into consideration when assessing "exceptional professional accomplishments and distinguished service to the College and its mission". This list should not be considered exhaustive; others may apply.

- \*a) Instructional development as specified by prevailing College philosophy. Any consideration of this factor, however, must address the question of course validation.
- b) Introduction of new programs and the collateral work necessary to bring about results. Work with grant programs will be accepted.
- c) Authorship of articles and books of acknowledged academic merit.
- d) Assistance to colleagues in one or more areas of professional responsibility.
- e) Leadership in college-related activities apart from the direct purpose of employment.
- f) Leadership in community service.
- g) Leadership and contributions to one or more professional organizations.

# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supersedes: May 5, 1970

\*h) Student and supervisory evaluation of effectiveness.

\*a) and h) are required for the classroom teaching faculty.

While other considerations may be taken into account, a composite of exceptional accomplishments and contributions such as those listed above should form the basis for advancement in academic rank.

### Track II

Track II is open only to faculty who are seeking promotion to the senior ranks of Associate Professor or Professor.

Faculty choosing this track as a means of promotion are required to execute a performance contract in advance, which must in turn be approved by the Chairperson, the Dean of Academic Affairs, and the Vice-President and Dean of the College.

The contract must be in the nature of a plan, designed to address the combined issues of service to the College, the community, and professional development, of the contractor. It is anticipated that service to the college will be the dominant feature of the contract, and it is also anticipated that contracts will be multi-years in length. It is also acknowledged that any contract will contain a large measure of activities specifically related to individual interest, and because an avowed purpose of this policy is to bring equity to the promotions process, consideration of past accomplishments may be taken into account. However, Track II should not in any way be construed solely as a means of recognizing past accomplishments. Contributions of the present and for the future will be given predominant weight in importance and evaluation.

The following is a list of illustrative activities which might be used as a guideline for preparing a contract. This list is not exhaustive either; other factors may apply.

1. Development of instructional programs which significantly contribute to the liquidity of the College's financial stability, while simultaneously maintaining high academic standards.

# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supercedes: May 5, 1970

Evaluation: cost analysis data, student evaluations,  
program review by the Chairperson.

2. Compensated leave. All types and time intervals, from several weeks to two years.
  - a. Scholarly or creative work leading to publication or other exposure to an appropriate critical audience.
  - b. A coherent and well-defined program of individual study beyond the masters degree which will sharpen, renew, or extend the faculty member's competency in his field.
  - c. Experiences away from the College which will significantly widen the faculty member's horizons.

Evaluation: written document or visual evidence of a contribution in the field.

3. Non-compensated leave. All types, and time intervals, from several weeks to two years.

Evaluation: approval in advance by the division and College will be prima facie evidence that the leave is of significance to the professional development of the faculty member.

4. Theoretical research. Any in the broad field of education.

Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by the department chairman. Published reports of the research.

5. Applied research. Any in the broad field of education.

Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by department chairman. Published reports of the research.

# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supercedes: May 5, 1970

6. Book publication. In the broad field of education.  
Evaluation: published book, a contract with a publisher, or written materials in progress.
7. Journal and other professional articles. In the broad field of education.  
Evaluation: published articles
8. Research reports and syllabi. In the broad field of education.  
Evaluation: written document, or acceptance by a sponsoring agency.
9. Unpublished works, papers, and speeches of significance.  
Evaluation: evidence of accomplishment and approval by the department chairman.
10. Directed research involving other individuals. In the broad field of education.  
Evaluation: published results, or adoption and implementation by one or more educational agencies.
11. In-progress written reports or manuscripts. In the broad field of education.  
Evaluation: evidence of progress with a time-line for completion and approval by the department chairman.
12. Professional consulting which increases the level of competence of educators in the field thus making a contribution to education.  
Evaluation: department chairman and faculty member agree. Proof rests upon the faculty member.



# Burlington County College

## BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)  
Personnel

No. 126

Date: Dec. 18, 1979  
Supercedes: May 5, 1970

13. Professional service--national, state, and local educational organizations; committees serving the college. (Maintenance committees in the department and college and membership in a professional organization is a normal expectation of all members of the faculty).

Evaluation: appointment and service, approved by the department chairman.

14. Major curriculum planning and revision.

Evaluation: recognized by the department chairman and the Academic Dean. Recognized by the department, or a written plan with developed materials.

15. Attendance and participation in major professional conventions and workshops.

Evaluation: approved by the department chairman.

16. Effecting major administrative changes in organizational patterns, models, program thrust, within the department or college.

Evaluation: approved by the department chairman.

17. Preparation and implementation of grants from external sources.

Evaluation: program success, measured in terms of cost effectiveness, academic standards, and review by Division Chairperson.

18. Any factors chosen from the Track I list (a-h) which may be found relevant to the candidate's contract.

Evaluation: written documentation.

# Burlington County College

## BOARD POLICY

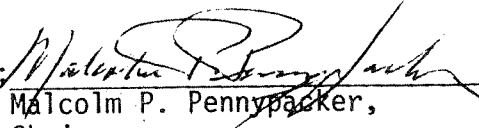
Title: Promotion Policy for Instructional (Faculty)  
Personnel

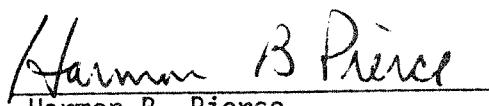
No. 126

Date: Dec. 18, 1979  
Supersedes: May 5, 1970

While Track II provides an option to promotion in academic rank outside the more narrowly proscribed means in Track I, Track II should not be viewed as a "short cut" to promotion in academic rank. The review and adjudication process will be very carefully controlled, and candidates applying under the provisions of this track must indeed have impressive records of exceptional professional accomplishments and distinguished service to Burlington County College and its mission.

Approved by:

  
Malcolm P. Pennypacker,  
Chairman

  
Harmon B. Pierce,  
Secretary

REFERENCE C

SABBATICAL LEAVE APPLICATION

DATE: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

DIVISION: \_\_\_\_\_

SABBATICAL DATE:

BEGINNING: \_\_\_\_\_

ENDING: \_\_\_\_\_

1. GENERAL STATEMENT OF PURPOSE:

2. SPECIFIC ACTIVITIES:

3. PERSONAL DEVELOPMENT:

4. BENEFIT TO COLLEGE:

As stipulated by the Collective Agreement, the salary rate for the time requested is \_\_\_\_\_ full salary; \_\_\_\_\_ two-thirds salary; \_\_\_\_\_ one-half salary; \_\_\_\_\_ other. (Check One)

My present salary is \$ \_\_\_\_\_ on the basis of \_\_\_\_\_ months.

My salary upon return from leave will be determined as follows:

\_\_\_\_\_

I have been a member of the faculty at Burlington County College for \_\_\_\_\_ consecutive years at the academic rank as follows for the year indicated.

_____ (Rank)	_____ (Year)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

My previous Sabbatical Leaves while serving at BCC have been as follows:

\_\_\_\_\_

If granted a Sabbatical Leave, I hereby agree to abide by the terms of this leave agreement as well as those in the Collective Agreement in force.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVALS

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

# Local Association Demand and Return System (internal procedure required by law of local associations with a representation fee)

In compliance with Ch. 477, P.L. 1979, the \_\_\_\_\_ Association (hereinafter the "Association"), adopts the following demand and return system.

## I. Definitions

A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.

B. "Days" means calendar days.

C. "Fiscal year" means September 1 through the following August 31.

D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

E. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.

F. "Political activity" means:

1. the support of a candidate for public office, a political party, or a political action committee;
2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and
4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

G. "Preliminary rebate" means the result of the following computation:

1. Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.

3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

H. "Final rebate" means the result of the following computation: not more than 30 days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the \_\_\_\_\_ County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

J. "Regular membership dues, and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

## II. Notification of Eligibility for Rebate

A. Not more than 60 days after the representation fee agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

1. whether there is any preliminary rebate and, if so, its amount; and
2. the steps to be taken by a nonmember in order to request a rebate.

B. The Association shall post the notice for a period of not less than 30 days in the same manner as it normally posts notices of interest to members of the negotiating unit or

otherwise shall make a good faith effort to communicate to nonmembers in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any nonmember who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

### III. Request for Rebate

A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 30 days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

B. The written statement shall include:

1. a statement by the nonmember that he or she is not a member of the Association;
2. whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
3. the name, address, and employment position of the nonmember.

C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

### IV. Acknowledgement of Request for Rebate

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that:

- a. the request for a rebate has been received;
- b. the amount of the preliminary rebate, if any, has been placed in an escrow account; and
- c. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

### V. Notification of Final Rebate

A. Not more than 30 days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:

1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
2. the reason for any difference between the preliminary and final rebates; and
3. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.

B. Any final rebate paid to a nonmember who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

### VI. Challenge to Final Rebate

A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 10 days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.

B. If the challenge is not disposed of to the satisfaction of the nonmember pursuant to paragraph A above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than 10 days after the nonmember sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

C. The Regional Review Panel shall render its decision not more than 30 days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

### VII. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

# NEW JERSEY EDUCATION ASSOCIATION

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