

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND
THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

September 1, 2006 through August 31, 2010

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**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE
AND
THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE**

This agreement entered into this 25th day of September 2006 between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Faculty Association of Ocean County College (FAOCC), hereinafter called the Association.

The FAOCC agrees to work with the Representatives of the Board to negotiate future agreements and to resolve any problems which may arise under the terms of this agreement through collegiality and with civility.

**ARTICLE I
RECOGNITION**

- A.** The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time faculty members presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, professors, counselors, and librarians.

The term faculty member as used in this agreement applies to all academic ranks and faculty members represented by the Association.

**ARTICLE II
NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS**

- A.** The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Law of 1968, and successor laws in a good faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of Ocean County College.
- B.** Any agreement negotiated will be in writing and presented to the Board and the Association for approval. No agreements will be negotiated with any faculty member individually. The Board recognizes the Association as the exclusive bargaining agent for full-time faculty.
- C.** The Board will make available to the Association information regarding Ocean County College, including a complete list of the names, professorial ranks, positions or titles, salaries,

and years of service of faculty members covered by this Agreement. The Board will also provide the adopted budget upon written request from the FAOCC to the Vice President of Finance.

- D.** Neither party in negotiations will have control over the selection of the other party's negotiating representatives. It is agreed that no more than seven representatives will be in attendance at a bargaining session. The parties agree that their representatives will have the authority to make proposals and counterproposals in the course of negotiations, subject to approval by the Board and the Association.
- E.** Items in this agreement may be amended upon mutual consent as adopted by the Board and the Association. The parties may agree to meet for the purpose of discussing problems. These discussions will not be used to circumvent the grievance procedure.
- F.** By October 1 of the year in which negotiations of a successor Agreement commence, the Board and Association shall agree upon the date of the initial meeting.
- G.** At the initial meeting, the Board and the Association shall exchange all of their original proposals.
- H.** The Board and the Association agree that, subsequent to the conclusion of the second negotiating session, neither party shall introduce new topics/concepts for negotiations, unless mutually agreed.
- I.** When a complete tentative Agreement is reached, the Association shall inform the Vice President of Finance when the Agreement has been ratified by the Association membership. The tentative Agreement will be presented to the Board of Trustees for ratification at the next scheduled meeting of the Board.
- J.** The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than January 15.

ARTICLE III ASSOCIATION AND FACULTY MEMBER PRIVILEGES

- A.** The Association and its representatives shall be permitted to use appropriate College facilities for meetings at no charge arranged through existing College scheduling procedures.
- B.** Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, provided it does not interfere with normal College operations.

- C.** The Association shall be permitted to use college facilities and office equipment (such as media equipment, computers, fax machines, and copiers) when such equipment is not in use for College operations. The Association is responsible for providing its own supplies used in the transaction of Association business. It is understood that no support services will be provided by the College for Association business needs.
- D.** The Board agrees to furnish to the Association's representative, upon request, any public information concerning the professional staffing and financial resources of the college. Such requests must be made in writing to the Vice President of Finance.
- E.** No faculty member shall be transferred or reclassified without prior notification to the individual concerned. In such cases, consideration will be given for a position equivalent in salary and rank.
- F.** The Human Resources Department houses the official employee file. This file includes all personnel actions, benefit information, annual contracts, payroll data, and other required information.

During employment, faculty evaluations are maintained in separate locations, apart from the Human Resources Department. The Office of the Vice President of Academic Affairs maintains the evaluations for teaching faculty. The appropriate Vice President maintains the evaluations for librarians and counselors.

When a faculty member is no longer employed as a full-time faculty member, the evaluation file will be merged with the employee's personnel file located in the Human Resources Department.

- G.** The President of the Faculty Association may request that his/her teaching schedule be arranged by the Department Dean or Director, where feasible, to allow for the management of Association business. The request must be submitted as soon as possible following FAOCC elections.
- H.** The President of the Faculty Association shall not be expected to serve on College committees during his/her term of presidency of the Association.
- I.** Newly hired faculty members shall receive a current labor agreement following Board approval of their employment.

ARTICLE IV
DEDUCTIONS FOR PROFESSIONAL DUES

- A.** The Association shall provide the College with an authorized amount of the appropriate dues deductions for members and the representation fees for non-members, to be deducted from a faculty member's paycheck.

The Association will indemnify the College for any liability or damages incurred by the Board as a result of implementing payroll deductions, regarding association fees/dues, in accordance with state law from claims arising from unit members employed by the Board on or before January 1, 2005.

- B.** FAOCC dues and representation fees will be made payable to N.J.E.A. and forwarded to the Treasurer of the Faculty Association of Ocean County College according to state law.

ARTICLE V
TERMS AND CONDITIONS OF EMPLOYMENT

- A. Teaching Faculty:** Full-time faculty are those who carry 30 credits during the academic year.

- B. Faculty Professional Duties:** Faculty members shall teach classes; hold office hours; advise students; participate in student learning outcomes assessment activities, accreditation activities, monthly department meetings, two colloquia, and the annual commencement scheduled no later than May 31. In addition, faculty members are expected to serve on committees, participate in curriculum development and revision, and perform other professional duties.

- 1. Work Year** – Faculty members employed on a 10-month contract are required to be available from the Wednesday before Labor Day through Commencement to perform Faculty Professional Duties.
- 2. In-load Credit Assignment** – Faculty members are required to teach a maximum of thirty (30) in-load credits for the academic year, during the fifteen-week Fall semester and the fifteen-week Spring semester, as assigned by Department Deans and the Vice President of Academic Affairs. The normal spread of assigned in-load credits is fifteen (15) credits for the Fall semester and fifteen (15) credits for the Spring semester. In the event that a faculty member's assigned in-load credits are fewer than fifteen (15) credits for the Fall semester, and the faculty member has been assigned overload credits during the Fall semester, overload compensation for the Fall semester for that faculty member will be paid only for those credits exceeding fifteen (15). If overload credits are needed

to meet a faculty member's thirty (30) in-load credit requirement, the faculty member will be paid at the overload rate only for those credits exceeding thirty (30) credits. Courses taught during all other terms, excluding the fifteen (15) week Fall and fifteen (15) week Spring semesters, will be paid at the current overload rate.

In lieu of teaching assignment credits, the Vice President of Academic Affairs may assign any alternate project comprising faculty professional duties defined in this agreement. Each alternate project assigned credit shall be equal to thirty-five (35) clock hours.

- 3. Overload** - Credits taught in excess of thirty (30) shall be considered overload and shall be paid at the current overload rate.
- 4. Lab Credits** - For laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds (2/3) of a semester credit hour. However, any Department Dean is free to submit a proposal to the Vice President of Academic Affairs for changing credit granted the instructor for conceptual-type laboratories from 2/3:1 to 1:1, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.
- 5. Extra Pay Assignment Priority** - Faculty shall have preference, according to qualifications, as determined by the Department Dean or Vice President of Academic Affairs, to teach courses involving extra pay. The Department Dean or Vice President of Academic Affairs shall make section assignments to full-time faculty for extra pay consistent with department scheduling needs.

If a faculty member has requested an extra pay assignment but a course in the in-load teaching assignment is cancelled, the Department Dean will adjust the faculty member's in-load teaching schedule to reflect a full load and then attempt to identify an appropriate replacement course for extra pay assignment.
- 6. Course Preparations** - Faculty members shall not be assigned more than three separate course preparations per semester within load. Faculty members may accept course preparations within load in excess of three per semester, at their discretion, should scheduling difficulties arise.
- 7. Evening/Weekend/Summer Assignments** - Faculty members shall not be required to teach within load in the evening when a full-time day schedule is available. No faculty member shall be required to teach within load in the summer or on the weekend. However, faculty members may, by mutual agreement with the Department Dean and the Vice President of Academic Affairs, accept a weekend assignment as part of their in-load schedule.

8. **Work Hours** - There shall be a maximum of eight (8) hours from the beginning of each faculty member's first class to the end of his/her last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the faculty member's last class on one day until his/her first class on the following day. This section shall apply only to courses within the faculty member's in-load credit assignment of these hour limits, at his/her discretion, should scheduling difficulties arise.

C. Librarians

1. **Work Year** - Librarians employed on a 10-month basis will be available for ten (10) consecutive months and, unless otherwise stipulated in their contract, the ten-month period begins on the Wednesday before Labor Day.
2. **Hours** - The workweek for Librarians shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks.
3. **Work Schedules** - Work assignments may be arranged to accommodate graduate study with the permission of the Director of Library Services and the appropriate Vice President, but, in all cases, the thirty-five (35) hour workweek must be satisfied.
4. **Overload Assignments** - Librarians shall be compensated for approved additional library work assignments, above the thirty-five hours per week, in accordance with the current overload rate. Additional overload work assignments under the supervision of the Director of Library Services shall be first offered to qualified full-time librarians.
5. **Paid Leave** - Librarians will be entitled to a total of 210 hours of paid leave for each full year they are employed. Employees hired during the year will have their paid leave time prorated on a monthly basis. All requests for leave must be scheduled with the approval of the Director of Library Services. Paid leave shall consist of the academic recesses identified in the College calendar as Thanksgiving Recess, Holiday Recess (from the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and Spring Recess. On days during the above recess periods when the Library is open, Librarians will provide adequate professional coverage as assigned by the Director of Library Services. For each day spent in providing coverage during a recess, the Librarian will be credited with equivalent compensatory time up to a maximum of 70 hours per Librarian. Use of compensatory time off will be scheduled with the approval of the Director of Library Services. If more than 210 hours of paid leave time is accumulated, Librarians will arrange with the Director of Library Services to make up those hours during the work year. Should the number of paid leave hours total less than 210 hours, Librarians will be entitled to additional paid leave to total 210 hours, scheduled at times

approved by the Director of Library Services.

- 6. Holidays** - College holidays, which occur when classes are in session, shall be designated as regular workdays for Librarians, requiring that paid leave be charged. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Director of Library Services either as paid leave or hours to be made up based upon operational needs.
- 7. Compensatory Time/Make-up Days** - Compensatory time off and make up days, cited above, must be scheduled within the Librarian's contractual work year.
- 8. Evening Librarian Stipend** – Librarians assigned to the full-time evening librarian position shall receive a stipend equal to two (2) credits for the Fall semester and two (2) credits for the Spring semester at the current overload rate.

D. Counselors

- 1. Work Year** - Full-time Counselors employed on a 10-month contract shall be available from the Wednesday before Labor Day through June 30th, less the number of workdays necessary to effect the August start date, and perform appropriate registration duties assigned. All workdays necessary to effect the August start date and perform appropriate assigned registration duties will be compensated on a 1:1 basis.
- 2. Hours** - The work week for Counselors shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks, except during registration and drop-add periods when Counselors may be assigned additional hours as part of the work load. Any hours worked in excess of eight hours per day during registration and drop/add periods shall be compensated based on 1:1.
- 3. Work Schedules** - Work assignments may be arranged to accommodate graduate study, with the permission of the appropriate Administrator, but, in all cases, the thirty-five (35) hour workweek must be satisfied.
- 4. Paid Leave** - Counselors shall be entitled to 128 hours of vacation leave between September 1 and June 30. The scheduling of such leave shall be subject to the approval of the appropriate Administrator.
- 5. Holidays** - Counselors shall be entitled to Board approved holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.

6. **Overload Assignments** - Counselors shall be compensated for approved additional counseling work assignments above the required thirty-five hours per week, in accordance with the current overload rate. Additional counseling work assignments do not preclude teaching. Additional extra pay work assignments under the supervision of the Counselor's supervisor shall be first offered to appropriately qualified full-time Counselors.
7. **Compensatory Time** - Compensatory time off shall be scheduled within the Counselor's contractual work year.

E. Nursing Faculty

1. **Work Year** – Faculty members employed on a 10-month contract are required to be available from the Wednesday before Labor Day through Commencement to perform faculty professional duties.
2. **In-load Credit Assignment** - Nursing faculty shall be assigned to teach fifteen (15) semester credits during the Fall semester and fifteen (15) semester credits during the Spring semester to fulfill his/her maximum credit assignment. The maximum in-load credit assignment for Nursing faculty is based on a distribution of classroom, college laboratory, and clinical laboratory schedules. Example:

5 hours of classroom and/or college laboratory teaching
9 hours of clinical teaching *
2 hour for patient assignment/research *

It is recognized that Nursing Clinical Laboratories shown above are on a 1:1 ratio.

3. **Overload** - All credits taught in excess of the in-load maximum of thirty (30) shall be considered overload and shall be reimbursed at the current overload rate. Compensation for overload hospital nursing clinical assignments shall be: current overload rate times the number of clinical credits per course, plus two (2) credits for patient assignment/research.* Whenever it is necessary to use an hourly pay rate to compensate nursing faculty, the hourly rate shall be current overload rate divided by 15 hours times the number of hours worked.

* When a clinical assignment is less than fifteen (15) weeks, the clinical/patient assignment hours will be calculated as follows:

- a. 15 weeks – number of weeks not in clinical = actual weeks worked
- b. Actual weeks worked x 9 hours/week = total hours worked

c. $\text{Total hours worked} / 15 \text{ hours per credit} = \text{number of credit hours worked}$

- 4. Teaching Schedule** - The teaching schedule for Nursing faculty will be developed through a Nursing faculty recommendation process, under direction of the Chief Nursing Officer. All schedules are subject to approval or disapproval by the Department Dean. Equal distribution of the workload will be accomplished. As nursing requires clinical application, adjustments may be necessary within the schedule in order to accommodate the experience availability; i.e., evening experience per semester shall be scheduled. If additional evening hours are deemed necessary by the faculty member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval or disapproval of the Department Dean.
- 5. Course Preparations** - A faculty member shall be assigned no more than three separate course preparations per semester within load. Faculty members may accept course preparations, within load, in excess of three per semester, at their discretion, should scheduling difficulties arise.
- 6. Schedule Changes** - A Nursing faculty member may accept, by mutual written agreement with the Department Dean, an adjustment between clinical and teaching hours.
- 7. Scheduling Restrictions** - A Nursing faculty member will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the Department Dean and only in the case of extenuating education circumstances.
- 8. Clinical Assignments** - Nursing faculty members shall be notified by the same dates as other faculty as to courses to be taught; i.e., class hours and content. Due to the changing availability of agencies for the related clinical experiences, clinical assignments may not be possible by the time periods of November 1st and June 1st. Every effort shall be made, however, to determine the clinical schedules by the times of the course content announcements.
- 9. Clinical Office Hours** - No more than two of the five required office hours shall be held in the clinical area. Therefore, three hours per week of office time shall be scheduled and posted at the college during times that students are available.
- 10. Clinical Lab Coverage** - In the event a Nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the College for appropriate supervision in the agency.
- 11. Full-time Evening Nursing Stipend** - Due to additional time requirements and responsibilities, Nursing faculty assigned to the full-time evening nursing positions will

receive a stipend equal to four (4) credits per semester at the current overload rate, in addition to their annual base salary.

- F. Academic Advisement** - Full-time faculty members will assist in the college-wide advisement program. Each faculty member shall be assigned no more than twenty-five (25) students for academic advising per semester.
- G. Teaching Schedules** - Faculty members will be given their tentative teaching schedules for the Fall semester no later than May 1; and for the Spring semester, no later than November 1. Faculty members who teach in the summer session will be given their teaching schedules no later than April 15, subject to registration.
- H. Release Time** - Release time credits may be counted to fulfill a faculty member's in-load credit assignment with the prior written approval of the Department Dean and the Vice President of Academic Affairs.
- I. Conventional Courses** - Development, periodic review, and revision of conventional courses of instruction are a part of the faculty member's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated at a rate based upon current procedure, which is at the overload rate, on a prorated basis.
- J. Posted Office Hours And Appointments With Students** – Faculty members shall be available a minimum of five (5) office hours per week, scheduled for the convenience of students. Faculty members may submit proposed office hours to the Department Dean no later than three working days following the College's first class day of the semester. The Dean will then make office hour assignments. Office hours shall be posted prominently outside the entrance to faculty offices and noted in course syllabi or as addenda to the syllabi. Syllabi and office hour posting will also contain the faculty member's College email address, office phone number, and departmental phone number. In addition to the regularly scheduled office hours, faculty members shall be available to students by appointment at a mutually convenient time.
- K. Submission of Grades** - Faculty members shall submit final grades as soon as possible but no later than seventy-two (72) hours after the conclusion of their last day of class. During the week following the Registrar's official posting of final grades for students, each faculty member shall be available by both email and phone or as approved by the Department Dean.
- L. Attendance at College Functions** - Faculty members attending functions for which academic attire is required shall have attire provided by the College.
- M. Academic Calendar** - The current academic calendar will be available on the College web

site.

- N. College Day** - Day classes begin at 8:00 a.m. and end at 6:00 p.m. Evening classes begin at 6:00 PM. and end at 10:30 PM.
- O. Secretarial Assistance** – The Board shall provide adequate secretarial service.
- P. Faculty Facilities** - One or more rooms shall be adequately furnished for use as a faculty lounge.
- Q. Faculty Parking** - The Board shall provide adequate, lighted, paved parking facilities for faculty members at no charge. The Board will determine and provide the parking identification system for faculty members.
- R. Emergency Care** - The College will establish, periodically update, and distribute emergency response protocols and standard operating procedures for the main campus, the Southern Education Center, and all extension sites. The emergency response protocols and standard operating procedures will address College operations during day, evening, and weekend hours.
- S. Vacancies** – Professional job vacancies will be announced on the College web site. All faculty members who apply for positions will be notified of the disposition of their applications in a timely manner.
- T. Reassignment from Administration to Faculty Status** - A faculty member who assumes an administrative position and subsequently returns to faculty status shall resume all rights and privileges of their faculty status without interruption.
- U. Academic Freedom** - See Appendix A.
- V. Field Trips and Faculty Travel** - A field trip shall be defined as an educational activity, which requires students and/or faculty to leave the campus. Faculty authorized for travel shall receive mileage reimbursement at the current Internal Revenue Service rate.
- W. Appendices** - Attached of this agreement are the following Appendices:

- Appendix A: A.A.U.P. Declaration of Academic Freedom
- Appendix B: Code of Ethics of the Educational Profession
- Appendix C: Sabbatical Leave Contract
- Appendix D: Application for Reduced Load Contract
- Appendix E: Reduction In Force Procedures
- Appendix F: Extra Duty Positions and Pay Schedule

ARTICLE VI FACULTY BENEFITS

- A. Paid Sick Leave** - At the beginning of each academic year, each faculty member shall be credited with seventy (70) hours to be used for all absences during all academic sessions caused by illness or physical disability of the faculty member. A whole day's absence will be reported as seven (7) hours if the faculty member is scheduled to teach two or more sections. In the event a faculty member works a portion of a workday, or less than two sections, the absence will be reported as 3.5 hours. All faculty absences shall be reported to the Department Dean on the standard Absence Reporting Form. Faculty members using sick leave will contact their Dean, when feasible, prior to the scheduled work time.
- B. Compensation for Class Coverage** - Teaching faculty members shall be expected to provide class coverage for absent colleagues in emergencies for the first three consecutive days of such absences and shall be compensated at the overload rate for such service rendered after the third consecutive day.
- C. Paid Bereavement Leave** – Paid leave up to four days will be allowed in the case of death in an employee's immediate family. The immediate family is defined as spouse, children, stepchildren, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, substitute parents, parents-in-law, grandparents-in-law, siblings, siblings-in-law, and guardians.
- D. Paid Personal Leave** – Reasons for personal leave absences must be submitted in writing. Requests for personal leave shall be made at least twenty-four (24) hours in advance of the anticipated leave except in an emergency.

Up to twenty one (21) hours per year of personal leave are awarded for matters that cannot be cared for in a faculty member's free time. Personal leave can only be used in whole or half day increments. A whole day's absence must be reported as seven (7) clock hours. In the event a faculty member works a portion of a workday and is approved to use personal leave time for any portion of the day, the absence must be reported as three and a half clock hours (3.5).

Seven clock hours of unused personal leave will convert to sick leave. Any remaining unused personal hours will be carried over to the following year as personal leave. If not required and used in the subsequent year, the extra personal leave hours will be removed from the faculty member's ongoing record.

Request forms are to be submitted directly to the Department Dean. The Dean will review the request form for accuracy and completeness. The Dean will acknowledge the request by

signature and forward it to the Vice President of Academic Affairs.

Request for personal leave must include a “check off” of one of the following reasons on the request form: “Family Matter,” “Legal Matter,” “Home Emergency/Repair,” “Personal Matter Requiring Travel.” The administration will not seek to intrude unduly into the private or personal affairs of faculty members regarding requests for personal leave.

Personal leave may not be used for absence from Colloquia or Commencement. Absence from these events requires advance approval from the Vice President of Academic Affairs.

The signature of the Vice President of Academic Affairs on the request form indicates approval that the request for leave meets Board policy #3710 and contract requirements for accuracy and completeness.

- E. Paid Legal Leave** - Faculty members shall be excused for jury duty or if they are subpoenaed as a third-party witness in court. The FAOCC president and faculty members who are named parties in a PERC hearing may be granted one additional personal day for attendance at each hearing. Whenever faculty members are summoned for jury duty during scheduled classes, they shall immediately notify the Department Dean or Director. Faculty members called to jury duty shall be paid their contractual salary in addition to any fees received. All paid legal leave must be supported with appropriate documentation.

- F. Paid Extended Leave** - A faculty member may submit a request for extended leave to the Vice President of Finance for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved by the College President only on a case-by-case basis.

- G. Paid Sabbatical Leave** - The Board shall budget each year sufficient monies to support three (3) sabbatical leaves.
 - 1. Definition/Purpose - Sabbatical leave is a plan for improving the college program by affording opportunity for professional growth. Such leave could be granted for the purpose of relevant study, research, travel, or for such other reasons that might contribute to the professional growth of the faculty member, and thus enhance the College’s program for the entire College community.

 - 2. Applications - Faculty members interested in sabbatical leave shall submit an application to their Department Dean who will forward it to the Vice President of Academic Affairs not later than November 1st of the academic year preceding that year in which the sabbatical leave is to be taken. Individual applications shall include: (a) a statement of purpose for which the leave is requested; (b) a statement of how the individual faculty member believes his/her professional growth will be specifically enhanced by the

proposed activity; (c) a statement of how the individual faculty member believes his/her sabbatical leave will specifically enhance the college program upon return; (d) a comprehensive plan of the activity to be pursued while on sabbatical leave (with explanatory details, as needed), including evidence of matriculation if the purpose is to obtain a graduate degree, and (e) a signed sabbatical leave contract (Appendix C).

3. Eligibility - All faculty shall be eligible for sabbatical leave within the following limitations: (a) a faculty member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College; (b) upon return from such leave, a faculty member shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College; (c) candidates whose applications are not approved may submit a new application in any subsequent year.
4. Approval Procedures - A Sabbatical Leave Review Committee shall be formed each year consisting of three (3) faculty members and two (2) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the College. The Sabbatical Leave Review Committee shall evaluate all applications for: (a) compliance with the eligibility criteria stated above; (b) compliance with the application procedures stated above; and (c) the comparative value of each application for improving the college program.
5. Committee Recommendations - The Vice President of Academic Affairs shall submit to the College President not later than January 15th of each year the committee's recommendation of the top three candidates whose sabbatical leave programs are judged to have the greatest probability of improving the college program. All recommended requests for sabbatical leave must be approved by a majority of all members on the committee. The Vice President of Academic Affairs will forward the sabbatical leave applications with his/her recommendations to the President of the College.
6. Final Approval - The College President shall review all applications for sabbatical leave and the recommendations of the Sabbatical Leave Review Committee and the Vice President of Academic Affairs. The College President shall, no later than the March Board of Trustees meeting, make recommendations for sabbatical leave(s) for the subsequent year. Candidates whose applications are approved by the Board of Trustees shall be notified no later than April 1st of each year.
7. Terms and Conditions - The following terms and conditions shall be applicable to all approved sabbatical leaves:
 - a. Sabbatical Compensation - Sabbatical leave may be granted for either one-half year at full salary, or one full year at one-half salary, or one full year at full salary with the faculty member teaching fifteen (15) credit hours over the two semesters of leave. In no case shall the faculty member be eligible for overload assignments during this

sabbatical period.

- b. **Non-College Compensation** – The purpose of sabbatical leave is to increase a faculty member’s professional competence and usefulness to the college and not for the purpose of offering opportunities for increased income. During a sabbatical, a faculty member will not be precluded from accepting grants, stipends, fellowships, foundation funds, or similar monies so long as they are specifically identified with graduate, post-graduate, or other professional study.
- c. **Service Commitment** - Acceptance of a sabbatical leave obligates the recipient to return to service for at least two years, or reimburse Ocean County College for all salary paid during the period of leave.
- d. **Sabbatical Leave Report** - Recipients of sabbatical leaves shall submit, through the Vice President of Academic Affairs, to the President, a written report of their activities while on sabbatical. Reports for Fall semester sabbaticals shall be due not later than April 30 following the sabbatical. Reports for Spring semester and academic year sabbaticals shall be due not later than December 15 following the sabbatical.
- e. **Rights While on Leave** - Recipients of sabbatical leave retain all rights as though they were in active employment, including: promotion; retirement benefits; tenure rights; salary progression; and disability and medical insurance, as regulated by the Division of Pensions.

H. Reduced Load Contracts - For the purpose of professional development, a faculty member with a minimum of seven (7) years of service at Ocean County College may apply for a reduced load.

A reduced load is defined as working less than fifteen credits in either the Fall or Spring semester. The salary for the affected semester will be prorated accordingly.

- 1. **Instructional Plan** - Applicants for a reduced load contract should provide evidence that the leave is to be used to enhance their professional development. Applicants for a reduced load contract must submit a plan for how the reduced load instruction obligation will be fulfilled. This plan may include credit exchange arrangements in lieu of the salary reduction cited in Section H above. The plan shall be submitted to the Department Dean who shall forward the request with a recommendation to the Vice President of Academic Affairs for approval or disapproval.
- 2. **Application** - Eligible faculty must make application by submitting Appendix D to their Department Dean a year in advance in order to provide the college with sufficient lead time in recruiting a suitable replacement.

3. Duration - A reduced load contract may be granted for either one-half year or for one full year with the faculty member teaching agreed upon credit hours over two semesters. Salary will be prorated accordingly as indicated above.
4. Limitations - The opportunity for a reduced load contract shall be limited to a maximum of 5% of the eligible faculty members each year, subject to the approval of the Vice President of Academic Affairs. Reduced load contracts shall not be granted to the same faculty member more than once in seven (7) years. In no case shall the faculty member be eligible for overload teaching assignments or extra pay stipends during any reduced leave contract period. The concept of a reduced load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

I. Admission To Courses - Faculty members shall be granted free tuition for any courses offered by the College. Faculty members' dependents are to be granted free tuition for any courses offered by the college. Dependents are defined as those members of the faculty member's family certified as dependents for medical benefits with the College. Tuition will be waived for a maximum of thirty (30) credits per academic year, per dependent. An academic year is defined as September 1 through August 31.

The faculty member is responsible for payment of course fees at the time of registration. The prevailing college drop for non-payment policy shall be applied if course fees are not paid at the time of registration. The prevailing college policy for refunds shall be applied to the refund of course fees to the faculty member in cases where courses are dropped within the time limits defined by the refund policy.

This benefit will extend to the surviving children dependents (as described above) of a deceased faculty member who was employed at the time of death but is limited to a maximum of 30 credits per dependent, per academic year. This benefit is to terminate upon the end of five years from the August 31st following the death of the faculty member, or upon the twenty-second (22) birthday of the surviving dependents. In no case will this benefit be terminated during the course of an academic semester in which the dependent is actively enrolled.

International Education Credit and Non-Credit Courses

To participate in Ocean County College International Education credit courses, faculty members or their dependents shall submit applications in the same manner that applications for tuition waivers are submitted for other credit courses offered by Ocean County College. International Education courses shall be subject to the same approval process as other credit courses offered by Ocean County College. OCC International Education courses taken on an "audit" basis are credit courses not eligible for funding.

For non-credit International Education, properly approved and enrolled faculty members and dependents will be responsible for all direct per capita costs but will not be responsible for

overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. Faculty members and their dependents will initially pay all tuition, college/student fees, and lab and other such charges. After courses are completed and after all direct per capita expenditures have been identified, the faculty member will receive a refund of the difference between the applicable direct expenditures and amounts previously paid by the faculty member. It is understood by all parties to this agreement that the amount refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment. Items specifically excluded from direct expenditures are overhead administrative expenses, coordinator salaries, and similar OCC indirect expenses. The amount of the potential refund will be reduced by the amount of any other form of payment made to the faculty member or dependent as a direct result of the faculty member or dependent taking the International Education credit course. Examples of such payments include professional development funds, travel reimbursement, and scholarships.

NOTE: *Funding for International Education is suspended for the duration of this Agreement.*

- J. Continuing and Professional Education Waivers** - Faculty members and their dependents will be admitted to Continuing and Professional Education courses free of tuition up to a maximum of \$500 per fiscal year per family. The faculty member will be responsible for the payment of all direct costs for Continuing and Professional Education courses and Credit by Examination at the time of registration. Direct costs as defined by the Continuing Education Programs must be paid in full at the time of registration and will not be waived.
- K. Graduate Tuition Reimbursement** - The Board of Trustees will provide tuition reimbursement, up to the prevailing Rutgers graduate tuition rate, for graduate-level courses taken at any regionally accredited institution of higher education or approved foreign institution of higher education as approved by the Vice President of Academic Affairs. Faculty members taking courses at foreign institutions of higher education will request tuition reimbursement approval from the Vice President of Academic Affairs prior to the faculty member's enrollment.

Reimbursement shall be provided for up to twelve (12) graduate credits per faculty member per academic year for courses of study in the faculty member's field of specialization or field in which he or she renders service to the College. The academic year extends from September 1 through August 31. Faculty members shall submit requests for tuition reimbursement to Department Deans, who will forward the request with their recommendation to the Vice President of Academic Affairs. The Vice President of Academic

Affairs will review the request. The Vice President of Academic Affairs will give the faculty member the reasons when requests are denied. Reimbursement will be made to faculty members who have received approved graduate credit for their course work and who have

submitted proof of tuition payment and passing grade transcripts to the Human Resources Department within six (6) months of the end of the semester the course was taken. Doctoral candidates seeking reimbursement for dissertation credits will show proof of tuition payment and the appropriate grade to indicate satisfactory progress.

- L. Undergraduate Tuition Reimbursement** - The Board of Trustees will provide tuition reimbursement up to the prevailing Rutgers undergraduate rate for undergraduate coursework taken at any regionally accredited institution of higher education or approved foreign institution of higher education. Faculty taking undergraduate courses at foreign institutions of higher education shall request tuition reimbursement approval from the Vice President of Academic Affairs prior to the faculty member's enrollment. For each academic year, undergraduate coursework reimbursement shall be limited to 24 credits for the entire faculty unit and no more than two (2) courses per faculty member. The academic year extends from September 1 through August 31. Application for approval and reimbursement shall be in accordance with Section K above. Faculty members shall be limited to taking courses in their field of specialization or to courses which will improve their professional performance in their teaching field. Reimbursement will be made to the approved faculty members who have received approved undergraduate credit for their course work and who have submitted proof of tuition payment and passing grade transcripts to the Human Resources department within six (6) months of the end of the semester the course was taken.
- M. Faculty Schedules** – Faculty members may request a scheduling accommodation to attend classes of higher education at their own expense. The Department Dean may recommend the scheduling accommodation to the Vice President of Academic Affairs for approval or disapproval.
- N. Interest-Free Loans** - Faculty members may secure an interest-free loan against their current combined base salary for the purpose of pursuing additional graduate study. Faculty members must submit evidence with the loan application that they are registered for graduate study in a regionally accredited institution of higher education or approved foreign institution of higher education to be eligible to receive an interest-free loan. A maximum of five percent (5%) of a faculty member's base salary may be owed at any one time. Such advances shall be made only during the period when the faculty member is actively employed and shall be limited to two such advances during a budget year. The total amount advanced shall be repaid by equal salary deductions over the balance of the faculty member's current year contract. Upon termination of employment, any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from the faculty member's final salary check.

O. International Education - The Board will annually budget \$6,000 to support faculty members' participation in non-credit International Education opportunities in their field of specialization or on a topic that will improve their professional performance. No more than ten (10) faculty members per academic year will be approved for non-credit International Education opportunities. The amount awarded will vary per participant from a minimum of \$600 to a maximum of \$1,000, depending on the number of participants, but will not exceed \$6000 total in any fiscal year. Reimbursement shall be limited to one such opportunity per faculty member per three-year period. Faculty members who participate in such activities shall be responsible for all other expenses. Faculty members who participate in such activities shall be responsible for providing coverage for all assigned classes by other qualified full-time faculty members. Non-credit International Education funding shall not be utilized to underwrite expenses for Article VI, Sections I, K, and L and vice versa. Faculty members shall submit requests for International Education Seminars on a timely basis to Department Deans who will forward requests with their recommendations to the Vice President of Academic Affairs. In the event the request is denied, the Vice President of Academic Affairs will provide the faculty member with a statement of reasons for the denial.

NOTE: *Funding for International Education is suspended for the duration of this Agreement.*

P. Individual Benefit Option Plan - Each full-time faculty member is eligible to receive up to \$850 in his/her individual benefit option plan (BOP) for each year of the current labor agreement. Proof of payment must be submitted with each reimbursement request. To be eligible for reimbursement, the item/service must be identified as a non-taxable benefit in accordance with the Internal Revenue Service (see Publication 15B) – Employers Guide to Tax Benefits.

Requests for reimbursement under the BOP program will be processed during the months of: September, November, February, and June. If requests are received in interim months, the requests will be processed in the next eligible processing month. All requests for use of BOP funds must be submitted in the fiscal year in which the expense is incurred

Third party payments for conference/seminar registration costs will be processed as needed and are subject to the approval of the Department Dean, the Vice President of Academic Affairs, and the Vice President of Finance. Expenses incurred for travel, mileage, meals, and/or lodging are reimbursed in accordance with the prevailing business policies of the College. Listed below are the eligible categories under the individual BOP:

Professional Development is defined as education, training, tuition expenses (which exceed the reimbursement rate as set forth in Article VI, Sections K and L), an internet service provider, hardware, software, peripherals and other items that are directly related to the faculty member's profession. The contribution by the College of BOP funds for the purchase of computer equipment shall not exceed \$500. All computer software purchases shall be submitted to I.T. for logging and virus screening.

Uncovered Medical, Dental, Optical, or Other Health Related Expenses may be reimbursed provided these expenses are considered allowable non-taxable benefits by the Internal Revenue Service (see Publication 15B – Employers Guide to Tax Benefits). Proof that the expense is not covered by the insurance carrier must be submitted with the reimbursement request.

- Q. Instructional Innovation Grants** - The College will budget \$14,000 per fiscal year to fund Instructional Innovation Grants (IIG's). All full-time faculty members are eligible to apply individually or as teams to the Vice President of Academic Affairs for an IIG. The Vice President will publish Instructional Innovation Grant guidelines and use a peer review process in recommending the grants. Faculty members are eligible for only one grant per semester (summer constitutes a semester) and must complete the grant-funded project before applying for another grant. Grants will be awarded at the overload rate up to a maximum of four (4) credits per grant. Each credit requested shall be equated as thirty five (35) clock hours of project work. Instructional Innovation Grants are not intended to replace curricular and/or instructional activities which are considered to be a regular responsibility of a faculty member. The Vice President of Academic Affairs will approve or disapprove all Instructional Innovation Grants.
- R. Health Insurance** - The Board shall provide, without cost to the faculty member, full family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board will make payment of insurance premiums for each faculty member to provide insurance coverage for the full twelve-month period.
- S. Dental Insurance** - The Board will provide full premium coverage for the faculty member portion of the dental plan. The Board will provide for the coverage of the dental premium for dependents up to a maximum of twenty-seven dollars and sixty-two cents (\$27.62) per month. Dependent premium costs in excess of the maximum shall be subject to payroll deduction. Each faculty member may choose any plan offered.
- T. Maternity Leave** - A maternity leave is to be regarded the same as any other medical disability. Any leave granted under this section shall be inclusive of any State/Federal mandated FMLA leave.

No later than the fifth (5th) month of pregnancy, the faculty member shall notify the Director of Human Resources, in writing, of the condition of pregnancy and plans of continuing employment or taking a maternity leave of absence. Notification of the pregnancy will be accompanied with a statement from the treating physician. The treating physician's statement must include the condition of pregnancy, the anticipated delivery date, and the anticipated date that the faculty member is able to continue normal job duties. As the pregnancy progresses, date changes in the ability to work may also change upon written verification of the treating physician.

Accumulated sick leave, pursuant to NJSA 18A:30-1 et. seq., may be used at the option of the faculty member.

The faculty member shall be placed at the same position on the salary schedule they would have attained had they been continuously employed by the College during the disability or maternity leave period.

- U. Disability Program** - The College shall provide, at no expense to the employee, a temporary disability income plan for faculty members who are absent from work during the Fall or Spring semesters due to prolonged serious illness/injury. This program is offered as a substitute for participation in the New Jersey Disability program. The terms of the College program will be no less than those of the New Jersey Disability program.

Disability is defined as an absence from work, due to sickness or injury, not caused by the faculty member's job. The maximum amount of disability leave is twenty-six (26) calendar weeks. The faculty member must be disabled a minimum of seven (7) calendar days before disability leave can begin. Any available sick leave must be used prior to being placed on a disability leave of absence. The faculty member will be required to complete and submit a NJ State Disability Form prior to approval for disability leave.

Disability payments shall cease when the faculty member returns to work, or the faculty member leaves employment with the College, or the faculty member qualifies for permanent disability under the New Jersey Division of Pensions, or the disability benefit is exhausted.

Faculty members must submit medical verification of their ability to perform the essential functions of their position prior to returning to work in accordance with the Americans with Disabilities Act. Any requests for accommodations must be submitted to the Director of Human Resources at least three (3) days prior to the recommended return to work date.

For faculty members unable to return to work after 26 weeks of temporary disability leave, a long-term disability (LTD) leave may be available through the New Jersey Division of Pensions. Additional information is available in the Human Resources Department.

ARTICLE VII GRIEVANCE PROCEDURE

- A. Definitions** - For the purpose of this Agreement, the term "grievance" shall mean a violation concerning the meaning and application of the provisions of this Agreement and/or the alleged violations of any promulgated rules, procedures, or policy of the Administration or Board of Trustees affecting terms and conditions of employment. For the purpose of this grievance procedure, the Association, a faculty member, or a group of faculty members may file a grievance and shall be referred to as the "grievant." An "Association Grievance" shall be defined as a grievance filed by the officers of the FAOCC which specifically seeks to

enforce a term or condition of the current Agreement. "Working days" is defined as Monday through Friday throughout the year.

- B. Step 1 (Informal Meeting)** - The grievant has twenty-five (25) working days from the time the grievant becomes aware of the event(s) giving rise to the grievance to schedule a meeting with his/her immediate supervisor. The grievant must identify the purpose of the scheduled meeting, in writing, as the "informal" first step of the grievance process and must be present at Step 1. A representative of the FAOCC may also be present and represent the grievant.
- C. Step 2 (Formal Meeting with the President or President's Designee)** - If the parties cannot agree upon an informal resolution at Step 1, the grievant has twenty-five (25) working days in which to file a formal written grievance with the President or the President's designee. The President or designee(s) will respond within twenty-five (25) working days of receipt of the written Step 2 grievance notice. If a Step 2 hearing is scheduled, the grievant must be present. A representative of the FAOCC may also be present and represent the grievant.
- D. Step 3 (Formal Meeting with the Board of Trustees Grievance Committee)** - If no formal resolution is achieved at Step 2, the grievant has twenty-five (25) working days to file a written grievance appeal to the Board of Trustees. Such appeals shall be delivered to the Board via the Office of the President. The Board will schedule a meeting with the grievant not later than twenty-five (25) working days following receipt of the written grievance. The grievant must be present at the Step 3 meeting. A representative of the FAOCC may also be present and represent the grievant. The position of the Board of Trustees on the grievance will be communicated, in writing, to the grievant not later than twenty-five (25) working days following the next regularly scheduled Board meeting.
- E. Step 4 (Arbitration)** - The FAOCC has the right to file a request for binding arbitration with the Public Employee Relations Commission. The petition, with a copy to the College President, shall be filed not later than twenty-five (25) working days following the Step 3 response. The FAOCC and the College will mutually bear the PERC-related cost of arbitration.
- F. Deadlines** – Deadlines may be extended by mutual written agreement.

ARTICLE VIII COMPENSATION

A. Salary Ranges

The following minimum and maximum salary ranges will be in effect:

	FY07		FY08		FY09		FY10	
Instructor Range	38,000	80,000	39,330	80,750	40,707	81,500	42,294	82,250
Asst Prof Range	40,500	90,000	41,918	90,750	43,385	91,500	45,077	92,250
Assoc Prof Range	43,000	100,000	44,505	100,750	46,063	101,500	47,859	102,250
Professor Range	45,500	120,000	47,093	120,750	48,741	121,500	50,642	122,250

In the year in which a faculty member's salary would exceed the maximum of the range if the annual flat dollar amount were applied in full, the annual salary adjustment will increase the salary to the maximum of the range or \$750, whichever is greater. Once a faculty member has reached or exceeded the maximum of the range, the salary will be increased a flat \$750 in lieu of the annual amount.

Faculty members employed as of 7/1/06, whose salary is at or below the minimum of the range, will receive an equity adjustment to \$1000 above the minimum and will not receive the flat dollar increase in FY 07. The equity adjustment will be calculated separately and not funded by the pool of dollars used to calculate the annual flat dollar increase. The equity adjustment will occur in FY07 and will not apply to future years of the contract.

B. Annual Salary Increase

The annual salary of each full-time faculty member will be increased by a flat dollar amount equal to the percentage amounts indicated below on the identified effective date:

<u>Effective Date</u>	<u>Percentage</u>
September 1, 2006	3.5%
September 1, 2007	3.5%
September 1, 2008	3.9%
September 1, 2009	4.3%

The flat dollar amount will be calculated as follows:

A list of faculty members and their current salaries will be generated by the Vice President of Finance and provided to the FAOCC. The FAOCC will have the opportunity to review the list and verify its accuracy prior to the calculation of the flat dollar amount. In year one of the

Agreement (FY07), the number of FT faculty members on the list will be increased to 110 via the inclusion of “phantom” faculty member positions which will be added to the list at the applicable minimum salary and included in the total salary figure in FY07 only.

Each year of the Agreement, the base salary total of existing faculty positions (plus “phantom” positions in FY07) will be multiplied by the annual percentage increase indicated above. Base salary will include all longevity increases previously awarded to each faculty member. The result will be the total pool of dollars to be distributed. The pool will be divided by the total number of faculty (excluding any “phantom” positions in FY07) and the result will be the flat dollar amount. If any faculty members are at the top of the range and receive the flat \$750 increase as indicated above, the difference between the flat dollar amount and the \$750 shall remain in the pool and be divided among the remaining faculty members

- C. Payday Schedule** - Faculty members shall be paid on a bi-weekly basis, commencing with the first scheduled college-wide payday of the contract year and ending with the last scheduled college-wide payday of the contract year for each faculty member. If variation in the payday schedule is necessary due to the calendar, mutual agreement shall be reached between the Association and the Vice President of Finance and communicated to all faculty members on a timely basis.

Beginning in FY 2008, faculty members may choose to be paid over twelve (12) months.

- D. Withholding Pay Adjustments and Longevity Awards** - The Board may withhold, for inefficiency, incapacity, conduct unbecoming a faculty member, or other good cause, any pay adjustment or longevity award of any faculty member in any year, by a majority vote of all the members of the Board. The Board, through the Office of the President, shall give notice of such intention no later than the issuance of the faculty member’s individual employment contract.

- E. Overload Rate** - The universal overload rate of pay shall be effective the Fall Semester, as follows:

2006-07	\$745 per credit
2007-08	\$765 per credit
2008-09	\$785 per credit
2009-10	\$805 per credit

- F. Longevity Awards** - Faculty members whose initial employment begins in the Fall semester, 2006, or after, are eligible for longevity awards of seven hundred twenty-five (\$725.00) dollars upon the sixth (6th), twelfth (12th), eighteenth (18th), twenty-fourth (24th), thirtieth

(30th), thirty-sixth (36th), and forty-second (42nd) anniversary date of full-time employment at Ocean County College.

Following conversion to the six-year cycle, faculty members employed prior to the Fall semester, 2006, are eligible for longevity awards of seven hundred twenty-five (\$725.00) dollars on their sixth (6th), twelfth (12th), eighteenth (18th), twenty-fourth (24th), thirtieth (30th), thirty-sixth (36th), and forty-second (42nd) anniversary date of full-time employment at Ocean County College. Conversion to the six-year cycle will be calculated as follows: a) faculty members who have not yet received a longevity increase will receive their initial longevity increase in their sixth year of employment; and b) faculty members who have received at least one longevity increase will receive their next longevity increase in the sixth anniversary year following their last longevity increase.

For purposes of annual increases and promotions, longevity awards carried forward will not be subtracted before the application of salary. Longevity awards for employees entering the faculty unit from other job classifications shall be prospective only. Retroactive longevity awards shall not be awarded for faculty members who have received longevity awards in other job classifications.

Longevity awards will be paid in one payment of \$725 and will be added to base salary.

- G. Individual Student Independent Study Projects** - Faculty members shall be compensated at the overload rate of pay for Independent Study Projects. The rate of compensation shall be one (1) credit per student project. Faculty members may undertake an independent study project with a student for academic credit, provided the project's academic discipline is approved for independent study. Such projects shall not be utilized to fulfill a faculty member's in-load teaching requirements. Guidelines for independent study projects shall be established by all instructional departments. The academic content and the credit hours to be earned by the student shall be in the form of a written plan, agreed to by the faculty member, the student, and approved by the Department Dean. Honors Program Independent Study Projects (HON 293 and HON 294) shall be in accordance with the academic guidelines established by the Honors Committee.
- H. College Bookstore Discount** - All faculty members shall be given a ten percent (10%) discount on all purchases in the College Bookstore.
- I. Payment for Coordinators/Directors** - The Board of Trustees reserves the exclusive right to define job descriptions and reporting relationships for any Coordinator position, Director position, and for all positions listed in Appendix F. Any changes in job responsibilities shall necessitate a re-negotiation of the credit value prior to implementation of those changes. The scheduling of said extra duty work is the prerogative of the Board of Trustees. However, such scheduling shall only occur after a conference is held between the Coordinator or Director and his/her supervisor. Coordinators/Directors shall be compensated according to the chart below, unless otherwise negotiated in accordance with Article II, Section E.

Coordinators/Directors do not abnegate their right to overload, as covered in this Agreement.

Coordinator/Director	Release Time		Paid Credits
	Fall Semester	Spring Semester	Summer Semesters
Coordinator of Business Studies	2.0	2.0	
Coordinator of Chinese Studies	3.0	3.0	3.0
Coordinator of Computer Science	3.0	3.0	2.0
Coordinator of Criminal Justice Program	3.0	3.0	
Coordinator of Developmental English	6.0	3.0	
Coordinator of English	6.0	3.0	2.0
Coordinator of Fine & Performing Arts	6.0	6.0	2.0
Coordinator of Fire Science	1.0	1.0	
Coordinator of Health & Human Performance	6.0	6.0	3.0
Coordinator of Honors Program	3.0	3.0	4.0
Coordinator of International Education	3.0	3.0	2.0 or 4.0 *
Coordinator of Legal Studies	1.0	1.0	
Coordinator of Mathematics	6.0	6.0	2.0
Coordinator of Science	6.0	6.0	2.0
Coordinator of Social Science	6.0	6.0	3.0
Director of Concert Band	3.0	3.0	
Director of Summer Musical			2.0 or 3.0 *
Director of Summer Play			3.0
Gallery Coordinator	1.5	1.5	
Chief Nursing Officer	4.5	4.5	
Director of Theater Company	4.0	4.0	4.0
Director of Community Chorus	3.0	3.0	3.0

* The exact credit value shall be determined by the program supervisor, subsequent to consultations with the incumbent regarding the anticipated summer workload.

- J. Payment for Unused Sick Leave** – A faculty members who has ten (10) or more years of continuous service at Ocean County College and retires from Ocean County College shall be eligible to receive payment for up to fifty percent (50%) of his/her accrued unused sick leave at his/her then current per diem, not to exceed the maximum amount set forth below. Faculty members who are dismissed for cause by the Board of Trustees shall not be eligible for payment of unused sick leave. In the event a person is re-employed by the college, sick leave which has been previously paid shall not be reinstated. The maximum unused sick leave payout will be as follows:

2006-07 \$15,500 Maximum
 2007-08 \$15,500 Maximum

2008-09 \$15,500 Maximum
2009-10 \$16,500 Maximum

- K. Per Diem Standards** – Per diem for faculty members employed on ten (10) month contracts shall be calculated by dividing the combined base salary by two hundred seventeen (217) days.
- L. Direct Deposit** - All faculty members are required to use direct deposit for their paychecks and may select any number of financial institutions for this purpose. Faculty members must complete a direct deposit form and provide a voided or cancelled check for the direct deposit to be processed.

ARTICLE IX PROMOTION

- A. Faculty Promotion Guidelines** - The Board of Trustees will budget annually sufficient monies to fund promotions for ten percent (10%) of the total number of full-time faculty positions. The number of annual promotions may not exceed the funds budgeted, except as the President decides to recommend individuals whose services to the College warrant special consideration. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy. Final decision for promotion rests with the Board. Recommendations for promotion come to the Board from the President of the College. The Board shall not withhold promotions pending settlement of a successor agreement with the Association. Faculty members desirous of promotion are subject to the criteria and guidelines set forth in Board Policy #3118.
- B. Promotion Committee Membership, Deadlines, and Procedures**
1. The Promotion Committee consists of a total of ten voting members from the following areas:
 - The Chair of the Promotion Committee (Department Dean or Assistant VP appointed by the Vice President of Academic Affairs)
 - FAOCC faculty representatives (two members appointed by the FAOCC president)
 - English and Literature (one member elected by the department)
 - Science and Engineering (one member elected by the department)
 - Health Science and Human Performance (one member elected the department)
 - Social Science, Education, Public Service (one member elected by the department)
 - Mathematics (one member elected by the department)
 - Humanities, Fine Arts, and Media Services (one member elected by the department)
 - Business, Economics, and Computer Science (one member elected by the department)

2. Promotion Deadlines and Procedures:

October 1: The candidate sends the promotion application with documentation supporting the threshold criteria (e.g., transcripts and other documents) for promotion to the Department Dean. The Dean assesses the application for completeness and forwards the application and documentation to the Vice President of Academic Affairs.

October 8: The Vice President of Academic Affairs reviews the promotion application and determines (a) the relevance of graduate credits and of a second master's degree, (b) whether or not professional experience acquired outside of the classroom, related to the candidates discipline, may be substituted for graduate credit, and (c) the accuracy of the Department Dean's preliminary assessment. Once these steps are completed, the Vice President of Academic Affairs will certify in writing whether or not the credentials meet the threshold requirements.

October 15: The Vice President of Academic Affairs establishes the Promotion Committee.

November 1: Each candidate sends a *promotion portfolio* to the Department Dean. The Dean reviews the portfolio and consults with the candidate. The Dean will inform the candidate of the Dean's recommendation to the Promotion Committee. If the Department Dean does not recommend the candidate, the candidate will have the option of withdrawing the application or submitting the portfolio to the committee without the Dean's recommendation. If the candidate elects the latter option, the place in the portfolio for the Dean's recommendation shall be blank.

November 8: Department Deans ensure that promotion portfolios (including the applications for promotion) are in the Office of the Vice President of Academic Affairs.

November 15: Portfolios are ready for review by the Promotion Committee and the Vice President of Academic Affairs. The Chair schedules the committee meetings.

February 15: Committee will recommend or not recommend candidates for promotion. Each committee member will consider all relevant information and individually review and evaluate each portfolio. Each candidate will be recommended on the basis of the criteria for the academic rank for which the candidate is applying. After the committee reviews the portfolios, the committee will meet informally with each candidate who has checked the YES box on the application for promotion. The primary purpose of the meeting is (a) to permit the candidate to expand on any item(s) in the portfolio, and (b) to permit the committee to seek clarification of any item(s) in the portfolio. Should neither of the above be deemed relevant, the meeting may be waived by mutual consent of the committee and the candidate.

March 1: The Vice President of Academic Affairs will: (a) review the promotion portfolios and the Committee's written recommendations with the Department Deans, (b) forward the Vice President of Academic Affairs' written recommendations to the President, (c) forward the committee recommendations to the President, and (d) notify in writing all candidates not recommended by the committee or the Vice President of Academic Affairs or both, outlining area(s) which the candidate should strengthen.

April 15: The President will: (a) review the Committee recommendations, (b) review the Vice President of Academic Affairs' recommendations, and (c) forward the President's recommendations to the Board.

April Board Meeting: The Board acts on the President's recommendations.

April 30: Final candidates recommended by the Promotion Committee, but not recommended by the President, shall be notified in writing stating the reasons(s) for the President's decision.

May 15: All final candidates for promotion shall be individually notified in writing of the Board's decision.

C. Compensation For Promotion

The following flat dollar amounts will be added to base salary of promoted faculty members:

From	To	
Instructor	Asst Prof	\$ 2,250
Asst Prof	Assoc Prof	\$ 2,250
Assoc Prof	Professor	\$ 2,500

ARTICLE X PROFESSIONAL BEHAVIOR

- A.** The Board recognizes that the NEA Code of Ethics of the educational profession, as it appears in Appendix B, is considered by the Association and its membership to define acceptable criteria for professional behavior.
- B.** Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedure: All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the faculty member by the Department Dean for informal discussion and

an attempt at resolution. In the event a violation of discipline/Code of Ethics arises in an area not associated with an academic department, the Vice President who has responsibility for the area in which the problem arises shall initiate an informal discussion with the faculty member and his/her Department Dean. Should informal discussion fail to resolve the problem, the aforementioned Vice President shall convene a formal meeting with the faculty member, his/her appropriate Vice President, the complainant, appropriate administrators, as well as other such persons deemed appropriate to the proceedings by the College or the faculty member. If a formal meeting is convened, the faculty member will be notified of the meeting and apprised in writing of the specific nature of the complaint a minimum of forty-eight (48) hours in advance of the formal meeting. The faculty member will have the opportunity to have a representative of the Association at any meeting dealing with an alleged breach of professional behavior. Either party shall be permitted to make a transcript of any meeting.

- C.** The College will take no action against the faculty member during the forty-eight (48) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.
- D.** The above procedure shall not preclude the use of the Grievance Procedure.
- E.** Whenever guilt is determined, the College and the Association will use their best resources to correct breaches of professional behavior.
- F.** In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.
- G.** Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE XI CONTRACTS AND DISMISSALS

- A.** Each faculty member shall receive an individual contract of continuing employment annually upon approval by the Board of Trustees. Contracts must be signed and returned to the Human Resources Department within fifteen (15) days of issuance.
- B.** Non-tenured faculty members shall be notified by December 15th of each academic year if they will not be renewed. Faculty members who are employed on "temporary" contracts shall receive notice of non-renewal of their contract when they are issued. When a faculty member is notified that his/her contract will not be renewed, the faculty member shall be given the opportunity to resign within thirty (30) days of the notification of non renewal, with an effective date at the end of the designated date of the current contract.

- C. Reduction in Force (RIF)** - Reductions in force will be carried out in accordance with N.J.S.A. 18A:60-3 and N.J.A.C. 9A:7-2.1 et seq. In the event N.J.A.C. 9a:7-2.1 et seq. expires by legislative action, reduction(s) in force shall be carried out in accordance with the procedures set forth in Appendix E.

ARTICLE XII PATENTS AND COPYRIGHTS

- A.** To promote the professional improvement of the faculty and at the same time to protect the full rights of the inventor or author, the College intends to provide an equitable means of sharing expenses and income. It is not the purpose of the College to seek nor to encourage specifically the development of patents or copyrights of commercial value or to engage in their exploitation.
- B.** Ownership to inventions, discoveries, writings, or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:
1. Faculty members who develop patentable or copyrightable materials on their own time, at their own expense, and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Vice President of Academic Affairs or the Vice President of Student Affairs, the Vice President of Finance, Department Dean, and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership on such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely member.
 2. Faculty members who develop patentable or copyrightable materials resulting from work conducted during the normal course of employment by the College, or with the use of any direct cost resources of the College, or relating to any research or other project conducted by the College, for an outside sponsor, shall be the joint property of the College and the faculty member unless either party releases all or part of its rights to the other. Prior to starting work on the preparation of such materials and/or prior to applying for a copyright or patent, the faculty member and the College shall mutually agree to ownership rights and other special conditions.

**ARTICLE XIII
RATIFICATION SIGNATURES**

This agreement will be effective from September 1, 2006, and will continue in effect through August 31, 2010, unless the Association and the Board mutually agree in writing to an extension of its duration.

By:

Carl V. Thulin
Board of Trustees
Acting Chair

By:

President
Faculty Association

By:

Eva J. Smithers
Secretary
Board of Trustees

By:

Vice President
Faculty Association

By:

Dr. Jon H. Larson
President
Ocean County College

By:

Chief Negotiator

By:

Sara Winchester
Vice President of Finance

By:

Dr. Frank Wetta
Vice President of Academic Affairs

By:

Dr. Judith Icklan
Executive Vice President

Ratified by Board: _____
(date)

Ratified by Association: _____
(date)

APPENDIX A
Adapted from the A.A.U.P. Declaration of Academic Freedom

- A. Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Research undertaken for payment, should be based upon a prior understanding with the authorities of the institution.

- B. Faculty members are entitled to freedom in the classroom in discussing subjects without introducing controversial matters that have no relation to the subject matter.

- C. Faculty members are citizens, members of a learned profession, and officers of an educational institution. When speaking or writing as citizens, there should be no institutional censorship or discipline, but the special position of faculty members in the community imposes special obligations. As people of learning and educational officers, faculty members should remember that the public may judge the profession and the institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

APPENDIX B

Code of Ethics

Adapted from the NEA 1975 Representative Assembly Code of Ethics

Preamble

The faculty member, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The faculty member accepts the responsibility to adhere to the highest ethical standards.

The faculty member recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all faculty members and provides standards by which to judge conduct.

PRINCIPLE I

Commitment to the Student

The faculty member strives to help each student realize his or her potential as a worthy and effective member of society. The faculty member therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the faculty member--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student

- c. Grant any advantage to any student
- 7. Shall not use professional relationships with students for private advantage.
- 8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the faculty member shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the faculty member--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
6. Shall not knowingly make false or malicious statements about a colleague.
7. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

APPENDIX C
Ocean County College
Sabbatical Leave Contract

Name

Date

Duration of Sabbatical Leave:

to

(Start Date)

(Date of Return)

Salary to be awarded while on Sabbatical Leave: \$

I understand that approval of my application for Sabbatical Leave is subject to all the terms and conditions set forth in Article VI, Section G. of the Faculty Association Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Section G.7.c. "Terms and Conditions" shall subject me to financial reimbursement to the College as set forth therein. I hereby agree to fulfill all obligations required for approval of Sabbatical Leaves.

President, OCC

Faculty Member's Signature

APPENDIX D
Ocean County College
APPLICATION FOR REDUCED LOAD CONTRACT

Name _____ Date _____

Proposed duration of **Reduced Load** Contract:

From: _____ To: _____

PURPOSE:

I understand that, in accordance with the Agreement, I

Request a reduced load schedule for _____ credits in the Fall _____ semester

Request a reduced load schedule for _____ credits in the Spring _____ semester

Request a reduced load schedule for the _____ academic year as indicated above by each semester.

PROPOSED: PURPOSE OF REDUCED LOAD REQUEST:

Approvals/disapprovals:

Department Dean: Approved: _____ Disapproved: _____ Date _____

Vice President of

Academic Affairs: Approved: _____ Disapproved: _____ Date: _____

President: Approved: _____ Disapproved: _____ Date: _____

Must be submitted to the Department Dean at least one year in advance of the expected reduced load contract.

OCEAN COUNTY COLLEGE
Faculty Association
APPENDIX E
REDUCTION IN FORCE (RIF) PROCEDURES

This Appendix shall be in effect only in accordance with the conditions set forth in Article XI, Section C. of this Agreement.

SCOPE AND PURPOSE - These procedures will be used by the college when it becomes necessary to reduce the number of tenured faculty due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs. These procedures shall not apply to those persons laid off pursuant to non-renewal of contracts or early termination provisions.

DECLARATION OF NEED FOR A REDUCTION IN FORCE - The Board may declare the need for a reduction in force for the College.

PLANS AND RECOMMENDATIONS - Once the need for a reduction in force is declared by the Board, the President will present a plan and recommendations to the Board to implement the reduction in force.

CONSULTATION WITH COLLEGE COMMUNITY - The President will consult with the college community in developing the plan and recommendations to be presented to the Board of Trustees. Members of the College community may, request, class enrollment and financial data in a timely manner pursuant to the Right to Know Law (N.J.S.A. 47:1A-1). Nothing herein shall require the College to prepare such information in a format not routinely used by the College. Members of the College community may present to the President alternative plans to modify or to avoid the reduction in force, provided that such plans are submitted prior to the time the President is required to develop and submit a plan to the Board. The President will forward any such alternative plans to the Board along with his/her own recommendations.

REVIEW OF RECOMMENDATIONS - If the President's recommendations include the layoff of employees, the Board shall be guided by the following principles:

- (1) The determination by the Board as to which areas are to be reduced shall be based on academic or administrative considerations.
- (2) Consideration shall be given to foster those programs and functions which are of major enrollment significance at the College.
- (3) Layoff units need not be coincident with established departments or other subdivisions or units,

but may include identifiable programs or further subdivisions or specialties within academic programs or administrative functions as the Board may determine appropriate.

(4) To the extent it is not inconsistent with N.J.S.A. 18A:60-3 and the preservation of the institution's academic integrity and educational purpose, layoffs of tenured faculty within a faculty layoff unit shall be made in order of years of service within the layoff unit excluding unpaid leaves of absence, laying off tenured faculty with the fewest years of service first.

(5) Where a reduction in force is caused by a natural diminution in enrollment and a partial academic teaching load is available for which a laid-off faculty member is qualified, as determined by the Administration, then such a faculty member shall be given the first opportunity to teach such a partial load, at a salary proportionate to his or her full-time compensation.

(6) The use of adjuncts or full-time faculty on overload to assume the equivalent of the full-time academic load in the discipline of faculty who are to be laid off shall not be permitted. Nothing herein shall prevent the College from using adjunct or overload faculty if no laid-off faculty are qualified to teach the scheduled courses, in the academic judgement of the President.

(7) The qualifications of laid-off faculty members shall be reviewed by the President of the College. If in the academic judgement of the President the faculty member is qualified to teach in another discipline, and a vacancy exists, or courses are being taught by an adjunct faculty member or by another full-time faculty member on an overload assignment, then the laid-off faculty member may be employed to fill the vacancy or to assume the courses taught by the adjunct or by the full-time member on an overload basis, at the discretion of the President.

NOTICE REQUIREMENTS; TIME PERIOD - Upon determining the areas that may be affected by the layoff, the Board shall give notice to all faculty members subject to the proposed layoff two weeks before the formal Board action on layoffs. After formal Board action on reduction, the Board shall notify each employee who is to be laid off 120 days before the date of layoff for retrenchments of a fiscal crisis and 180 days before the date of layoff for retrenchments due to a natural diminution in the number of students in a program or a reduction in programs. Appeals of layoffs due to fiscal exigency under this section shall be given prompt consideration if requested.

REEMPLOYMENT LISTS; GENERALLY –

(1) With respect to reemployment rights of tenured faculty, the President shall establish a reemployment lists for academic positions, including the names and qualifications of all tenured faculty members on layoff status.

(2) The College shall not fill a vacancy in any faculty position in any layoff unit in which a layoff has occurred without first making a written offer of reemployment to those persons on the academic

reemployment list that the President believes, as a result of his academic judgment, are qualified to fill the position.

(3) In the event that two or more persons on an academic reemployment list are equally qualified for a single faculty position, the College shall give reemployment preference in reverse of the order in which they were laid off: i.e., last laid off, first rehired.

(4) A person offered reemployment shall have two weeks from receipt to respond to an offer, which shall be sent by certified mail, return receipt requested, after which the offer shall be deemed to have expired and the person to have waived any rights to reemployment under these regulations. Persons on a reemployment list shall have the obligation to keep the college office designated by the President informed of current addresses.

REEMPLOYMENT LISTS; TIME PERIOD –

(1) Faculty who are tenured on the date of layoff shall remain on the reemployment lists for a period of five years from the date of layoff or until reemployment rights are waived.

(2) Employees serving under an annual contract shall remain on the reemployment list until the end of the annual contract pursuant to which they were employed on the date of layoff.

(3) Notwithstanding the provisions of this subsection, a person who is offered and declines reemployment shall be removed from the reemployment list and waives all rights to reemployment.

REAPPOINTMENT OF LAID OFF EMPLOYEES - Any employee on layoff status who is reemployed after layoff shall be reappointed with a rank and salary equivalent to his or her rank and paid the salary earned when laid off, or the then current minimum of the salary range for the rank, whichever is greater.

OTHER COLLEGES - Rights established under these procedures for employees pertain only to employees of Ocean County College who are covered by this Agreement and who are, in accordance with these procedures, qualified to receive these protections.

**OCEAN COUNTY COLLEGE
FACULTY ASSOCIATION AGREEMENT
APPENDIX F
EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member appointed to a position listed below will be paid in accordance with the rate listed below. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

POSITION TITLE	RATE OF PAY/CONDITIONS
E.S.L. Advisor (summer program)	OL x 4 credits
Cooperative Education Faculty Advisor (includes faculty coordinator For Journalism students)	Minimum of two off campus visits. OL x 0.2 per student No off campus job site visits. OL/15 x 2 x # of students
Cooperative Education Seminar Leader	OL/15 x 12 hours per semester
Humanities Seminar Leader	OL/15 x # hours worked
Faculty mentor for Minority Graduate Assistants	OL @ 1 credit Fall semester, 1 credit Spring semester
p/t Summer Librarian	OL/30 x # hours scheduled by Dean of Library Services
p/t Summer Counselor	OL/30 x # hours scheduled by Director of Counseling
Director of Concert Band	OL @ 3 credits Fall semester, 3 credits Spring semester
Intramurals Coordinator	\$15 per hour to a maximum of 150 hours for the Fall semester and 150 hours for the Spring Semester
Literary Magazine Advisor	OL/30 x # hours worked to maximum of 65 hours per academic year

Student Newspaper Advisor	OL/30 x # hours worked to a maximum of 201 hours per academic year
Viking Voice Advisor	OL/30 x # hours worked to a maximum of 180 hours per academic year
Coordinator of High School Swim Meets	OL/30 x # hours worked
Essay Reader (writing samples)	OL/30 x # hours worked
Planetarium Operator	1 st performance = OL/16 2 nd performance = OL/25

**OCEAN COUNTY COLLEGE
 FACULTY ASSOCIATION AGREEMENT
 APPENDIX F (continued)
 EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member appointed to a position listed below will be paid in accordance with the rate listed. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

POSITION TITLE	RATE OF PAY/CONDITIONS
Tech Prep Job Counselor/Job Developer Recruitment/Retention Specialist	\$25.00 per hour
Workshop Leader Office of School Relations	\$35 to \$100 per hour; specific rate determined in accordance with individual experience/training, and the complexity of the job assignment.
Reserve Certified Substitute Teacher Workshop Leader	\$40 to \$100 per hour; specific rate determined in accordance with individual Experience/training, and the complexity of the job assignment.
Test Administrator	\$13.25 per hour
Sign Language Interpreter	\$25.25 per hour
Yearbook Advisor	OL/30 x # hours worked to a maximum of 165 hours per academic year
Editor of <i>PEN</i>	Two (2) overload credits each summer. If there are two Editors, each shall receive one (1) overload credit each summer.
<u>International Education Seminar Leader</u>	<u>OL x # course credits</u>
<u>Faculty Liaison</u>	<u>OL/30 x # hours worked</u>

END OF CONTRACT END OF CONTRACT END OF CONTRACT