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Preamble

This Agreement is entered into this 1st day of July 2010, by and between the Board of Trustees of Atlantic Cape Community College, hereinafter called the Board, and the Teacher, Librarian and Counselor Bargaining Unit of the Education Association of Atlantic Cape Community College, Incorporated, hereinafter called the Association.

Article I Recognition of Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time educators presently employed or hereinafter employed by the Board.

The term educator, as herein used, shall apply to all full-time teachers including all faculty hired by the Board of Trustees whose instructional and academic assignments shall be deemed to be at least 50% of the assignments of a full-time member, counselors, librarians and teachers with area coordinator responsibilities, except those having administrative and supervisory responsibility such as: department chairpersons, division chairpersons, director of counseling, and deans.

Article II Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

Negotiations between the parties shall commence at least 120 days prior to the budget submission date. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, ratified and signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III
Association and Faculty Rights

A. Right to Organize

Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full-time educators shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations over terms and conditions of employment.

As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member of the enjoyment of any rights conferred by this Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

B. Additional Rights

Nothing herein shall be construed to deny or restrict to educators rights they may have under the General School Laws of the State of New Jersey or other applicable laws and regulations, including those of the State Commission on Higher Education. The rights granted to educators hereunder shall be deemed in addition to those provided by the law.

C. Just Cause

No member shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Notice and Representation

Whenever an educator is required to appear before the Board, or any committee thereof functioning on behalf of the Board, concerning any matter which could adversely affect continuation of that educator in his/her office, position, or employment, then he/she shall be given prior written notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting.

E. Academic Freedom

The Board and the Association agree upon the following concepts of academic freedom:

1. The educator is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return shall be based upon an understanding with authorities of the institution.
2. The educator is entitled to freedom in the classroom in discussing his/her subject, yet he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject.
3. The educator is a citizen, a member of the learned profession, and an officer of an educational institution. When he/she exercises rights as a citizen, he/she shall be free from institutional censorship or discipline, yet his/her special position in the community imposes special obligations.

As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesman.

F. Information

The Board agrees to furnish to the Association, in response to reasonable request from time to time, available information pertaining to negotiations such as: class size, financial information which is in the public domain, final approved budget, agenda, and minutes of public meetings, names and addresses of all educators.

G. Use of College Facilities

The Association and its representatives shall have the right to use the College facilities for meetings only when said use does not interfere with the operation of the College.

H. Use of College Property

Authorized TLC representatives are permitted to conduct official TLC business on College property, provided that such activity does not interfere with the normal college operations.

I. Use of College Equipment

TLC members shall have the right to use College equipment at reasonable times, upon request to appropriate college official. TLC shall pay for the reasonable cost of all material and supplies used.

J. Notices and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on educator bulletin boards; additional boards, where needed, will be provided by the College at Association request. The Association may use the College mail service and educator mailboxes for communications, including educator-wide distribution. Postage for external mail and all long distance calls shall be paid for by the Association.

K. Book Purchases

All educators may purchase books through the College Library Service.

L. Evaluation of Students

An educator shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policy of the College, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Grade appeals will be handled in accordance with college policy.

Change of grade shall be made in consultation with the involved educator unless the educator is no longer employed by the Board. Change of grade forms by the educator may not be submitted to the registrar later than one 15-week semester after the first grade was filed without permission of the appropriate Department Chairperson or Dean of Instruction.

M. Personnel Files

1. There shall be one designated personnel file for each educator. The personnel file shall contain pertinent material including evaluations and documents. No written material pertaining to the member shall be used in a hearing except that contained in the designated personnel file.
2. Upon reasonable notice an educator may review his/her personnel file. The member has the right of Association representation at the time of the review that

shall be conducted in the presence of a designated member of the Administration.

N. Vacancies and New Positions

1. Educators shall be alerted to any teaching-related position vacancy or academic administration position through electronic job postings on the College's Web site. Such notice shall include duties and a statement of required qualifications and at least one copy shall be posted outside of the Faculty Support Office, with a copy going to the Association President
2. All Association members who apply for any professional position shall be notified of the search outcome in a timely manner.
3. Notice of such dispositions shall be sent to the Association President.

O. New Appointments

1. The College shall furnish the Association with names and addresses of all new educators as soon as possible after the official appointments by the Board.
2. Every appointment shall be in writing and be in the possession of both the College and the educator before the appointment is consummated.

P. Non-Discrimination

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, sex, marital status, handicap, or age.

Q. Outside Employment

Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities.

Educators engaging in outside compensated activities shall notify the administration in accordance with College policy.

R. Faculty Handbook

Upon hire and orientation, all educators shall be provided with a current handbook and bargaining unit agreement.

Article IV Evaluation of Educators

The foundation of all effective evaluations is an open, positive atmosphere growing out of mutual respect and trust. In such a climate, people not only work together willingly to define goals and improve ways of meeting these goals, but are also secure enough to recognize weaknesses as well as strengths.

Consequently, evaluation of educators should be viewed as a growth continuum by both the individual members and the College. The purposes of such evaluations are to improve teaching effectiveness (thereby raising the level of learning for students) and to serve as a basis for recommendations on retention and promotion.

A. General Procedures

1. The summation of the evaluation procedure is the formal evaluation which must be written by the *supervisor(s) of the educators on appropriate **forms. Such formal evaluations of the educators must be discussed with the educators and signed by them acknowledging such discussion prior to the placement of such evaluation(s) in their files. Such signature does not equal agreement and, if signature is refused, such evaluation(s) shall be filed with that noted.
2. The supporting documents used by the supervisor(s) to reach the conclusion summarized in the formal evaluation will be placed in the educator's file. Supporting documents shall be pertinent and relevant.
3. All formal evaluations of an educator may be answered by the educator and such response(s) shall be attached to the evaluation(s) concerned and put in his/her file.
4. It is the responsibility of the supervisor to call an educator's attention to and discuss with such educator any information concerning a single event or series of events so critical that such would influence the evaluation of the educator. This discussion must take place within a reasonable period of time prior to any written evaluation concerning such material.
5. When a formal evaluation states that the work of an educator "needs improvement," the supervisor will write a program and in so doing will seek input and collaboration with the educator. This program will include specific objectives and a method of evaluation approved and signed by both parties. A copy of the program will be sent to the Association President.
6. Copies of all recommendations regarding retention or promotion must be provided

by the supervisor to the educator being recommended.

**Supervisor as designated by the College Organizational Charts (maintained by the Human Resources Department)*

***Appropriate forms (Educator, Counselor, or Librarian Evaluation Summary Form)*

B. Procedures for Non-Tenured Educators

1. In-Class Observations

In-class visit(s) and observations by supervisor(s) shall be made under the following conditions: There shall be a preliminary conference to discuss the teacher's objectives for the class and the criteria the supervisor will be using to evaluate the activities of the teacher in the classroom and to determine a mutually agreeable time for the classroom visit. There shall be a follow-up meeting with the supervisory personnel within two weeks to discuss his/her evaluation in the classroom period.

2. Self-Evaluation

A written self-evaluation shall be prepared by the educator each year, on the appropriate form. Such form shall not be changed without discussion with the Association. The written self-evaluations shall be sent to the supervisor(s) at least three weeks before the conference with the chairperson.

3. Student Evaluation

Student evaluations of non-tenured educators shall be conducted once per semester.

4. Optional Peer Recommendations

An educator may choose to be recommended by one or more of his/her peers. Peers are non-supervisory educator. The recommendation shall contain all pertinent material used in making the judgments. Peer recommendations, if utilized, must be submitted in writing to the appropriate supervisor(s) a reasonable length of time before recommendations for retention or promotion are to be made by the supervisor(s).

5. Evaluation Summary

A written evaluation summary, a formal evaluation, shall be prepared by the supervisor(s) for the educators once a year on the appropriate form. Such forms shall not be changed without discussion with the Association.

6. Conferences

The supervisor(s) and educator shall schedule at least three conferences each year.

These three conferences shall consist of an initial pre-evaluation conference, a post in-class evaluation conference and a summary conference. The summary conference must take place at least one month before recommendations for retention are to be submitted by the supervisor(s).

The educator's self-evaluation and the supervisor's evaluation summary shall both be discussed at the summary conference. The supervisor(s) and the educator will be responsible to schedule the date of the summary conference at the pre-evaluation conference.

C. Procedure for Tenured Educators

Tenured members shall be evaluated yearly and shall also have an intensive evaluation every five years.

1. Yearly Evaluations

- a. The yearly evaluation for tenured members will consist of student evaluations and a conference with the supervisor(s).
- b. Student evaluations must be given at least once a year.
- c. Conference. At least one conference with the supervisor(s) shall occur during each academic year. Such conferences shall cover student evaluation and should be summarized, in writing, by the supervisor to the educator, with a copy provided to Human Resources for the educator's personnel file. The educator has the right to submit their own written summary/rebuttal of the supervisor's summary.

2. Cycle of Evaluation

Determining the date of the fifth year in the fourth year after the teacher has earned *tenure and every five years thereafter, the teacher shall begin to arrange the cycle of evaluation with the supervisor(s). The evaluation will occur during the fifth year.

If the teacher earned *tenure in the sixth year, in the 10th year and every five years thereafter, the teacher will have a fifth-year evaluation. However, when the teacher has applied for promotion and been thoroughly evaluated the member shall start a new cycle. In the fifth year after the promotion package was prepared and every five years thereafter, the teacher shall have a fifth-year evaluation.

**In accordance with New Jersey Administrative Code, tenure is earned after employment for five consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution.*

3. Evaluation of Tenured Educators in the Tenth Year
(The Fifth Year Following Tenure)

The evaluation of tenured educators in the tenth year (the fifth year following tenure) shall consist of in-class observations, self-evaluations, student evaluations, optional peer recommendations, evaluation summary and conferences.

a. In-Class Observation

In-class visit(s) and observations by supervisor(s) shall be made under the following conditions: There shall be a preliminary conference to discuss the educator's objectives for the class and the criteria the supervisor will be using to evaluate the activities of the educator in the classroom and determine a mutually agreeable time for the classroom visit.

There shall be a follow-up meeting with the supervisory personnel within two weeks to discuss his/her evaluation of the classroom period.

b. Self-Evaluation

A written self-evaluation shall be prepared by the educator in the fifth year on the appropriate form. Such forms shall not be changed without discussion with the Association. The written self-evaluation shall be sent to the supervisor(s) at least three weeks before the conference with the supervisor(s).

c. Student Evaluation

Student evaluations of tenured educators must be given at least once a year.

d. Optional-Peer Recommendations

An educator may choose to be recommended by one or more of his/her peers. Peers are non-supervisory educators. The recommendation shall contain all pertinent material used in making the judgments. Peer recommendations, if utilized, must be submitted in writing to the appropriate supervisor(s) a reasonable length of time before the summary conference.

e. Evaluation Summary

A written evaluation summary shall be prepared by the department chairperson for the educator on the appropriate form. Such form shall not be changed without discussion with the Association.

f. Conferences

Each supervisor(s) and educator shall schedule at least three conferences during fifth-year evaluation. These three conferences shall consist of an initial pre-evaluation conference, a post in-class evaluation conference, and a summary conference. The educator's self-evaluation and the supervisor's evaluation summary shall both be discussed at the summary conference. The supervisor(s) and educator will be responsible to schedule the date of the summary conference at the pre-evaluation conference.

4. Evaluation of Tenured Educators after the Tenth Year
(The Fifth Year Following Tenure)

In recognition of how the nature of professional development evolves throughout an educator's career, evaluation of tenured educators after the tenth year (after the fifth year following tenure) shall take one of the following two forms.

1. The educator may follow established contractual procedures delineated under C.3., Evaluation of Tenured Educator in the Tenth Year (The Fifth Year Following Tenure) involving in-class observations, self-evaluations, student evaluations, optional peer recommendations, evaluation summary and conferences. This is the default option.
2. Upon mutual agreement, the educator and supervisor may choose to follow an alternative procedure as described below. The alternative procedure will involve a collaborative process between educator and supervisor resulting in a professional development plan. A copy of this professional development plan will be included in the educator's personnel file.

This plan will emphasize core professional interests in areas such as scholarly activity, professional leadership functions, or enhanced instructional effectiveness that will be used as the primary documentation for the five-year review. Moreover, the educator and supervisor will develop a mutually agreed upon plan to monitor and assess the progress of the stated professional development goals throughout the ensuing five-year period.

The written outcomes of this progress will serve as the documentation to be entered into the educator's evaluations.

D. Evaluation of 12-Month Employees: Procedures

1. Counselors

The evaluation procedures for counselors shall be the same as for educators. However, in addition to in-class observation there may be group counseling sessions and case load session observations. All evaluations should be made on appropriate College forms. These forms shall not be changed without discussion with the Association.

2. Librarians

A librarian will be evaluated twice during the initial year of employment and then annually for four more years. In the sixth and subsequent years, librarians will be evaluated by having a yearly conference. Every four years there will be an intensive evaluation. Evaluations will be the same as those for tenured educators, except that student evaluations and in-class observations will not be used.

E. Emergency Observation Procedures

1. In emergency situations, when the situation warrants such observations, the College officers shall be free to make unannounced in-class visits. Notice of such visit(s), with a statement of the emergency situation, shall be sent to the Association President within 24 hours of the visit.

F. Evaluation Appeals Committee

1. All complaints concerning the substance of individual evaluations shall be processed by the Evaluation Appeals Committee, and shall not be processed through the grievance procedure. All complaints concerning the scheduling and/or procedure of individual evaluations, however, shall be processed through the grievance procedure, and not through the Evaluation Appeals Committee. Any appeal made to the Evaluation Appeals Committee must be made in writing within 30 calendar days of the date of any conference or any summary written.
2. Selection of committee members shall be made yearly in accordance with the following procedure:
 - a. Two members selected by the College President.
 - b. Two members selected by the Association.

- c. Each year the selection of the Chairperson as a fifth member shall be rotated between the two parties, with the Administration naming the Chairperson on the academic years that are odd numbered and the Association naming the Chairperson on academic years that are even numbered (i.e. academic year 1994-95 is considered an even year).
3. All appeals made to the Evaluation Appeals Committee shall be confidential and there shall be no publicity by any party concerning such appeals.
4. The Evaluation Appeals Committee shall make its report to the President in writing with reasons given for its recommendations if such recommendations differ from the original evaluation. A minority of the evaluation committee may offer its own report if such is desired.

The Evaluation Appeals Committee shall make its report to the President, in writing, within 45 days from the beginning of its work. The committee's report will include reasons given for its recommendations if such recommendations differ from the original evaluation. A minority of the evaluation committee may offers its own report if such is desired.

5. The President shall notify, in writing, the educator(s) making the appeal(s) of his/her decision(s) concerning such appeal(s) within 10 working days following his/her receiving of the Committee's report(s). Such notification shall include specific reasons for the decision(s).
6. Committee procedures shall be published at the beginning of each year.

Article V Reduction In Force

A. Good Cause

During the term of this contract there shall be no general reduction of tenured educators except for good cause, such as reduction in College finances and/or reduction in student enrollment and then only in conformity with this Agreement and with state statutes.

B. Association Notification

If a general reduction in force is being considered, the Board shall notify and consult with the Association as soon as practical, but except in an emergency, not less than 210 days

before the reduction in force is to take place for reasons of fiscal crisis and for layoffs due to a natural diminution in the number of students in a program or a reduction in programs.

The Board shall discuss with the Association the reasons for determining that a reduction of staff is deemed necessary.

C. Leave of Absence

A leave of absence without pay for a maximum period of 24 calendar months shall automatically be granted to those educators who have tenure and who are affected by a reduction in force. These leaves of absence under these special circumstances shall not prohibit the educator so affected from seeking and accepting gainful employment elsewhere, and the educator shall not be terminated for that reason except on written request of the employee.

Subject to the sole approval of the Board, a tenured educator may elect to take and will be granted a leave of absence without pay during the staff reduction irrespective of his/her position on the seniority list.

D. Insurance Benefits

During said leave of absence, the educators shall receive no insurance benefits at Board expense. Provisions will be made, where possible, that educators may continue, at their own expense, the insurance coverage at the group rate.

E. Seniority-Sick Leave

During said leave of absence, the educator's seniority shall remain unbroken despite such leave, and his/her sick leave accumulated to the date of his/her leave shall not be canceled but shall remain credited to him/her pending his/her return to employment in the College within the procedures outlined in this Article.

F. Salary Placement Upon Return

The fact that an educator is placed on leave of absence for the purpose of general staff reduction shall not result in the loss of credit for previous years of service. Upon return to the College, he/she shall assume the step position on the salary schedule, if such exists, which he/she would have held had he/she been actively employed in the College during the period of his/her leave of absence caused by a general staff reduction.

G. Procedures

Reduction of educators shall be made according to the following:

1. Seniority, for the purpose of this Article, shall be defined as beginning with the last date of continuous employment.
2. A seniority list shall be prepared by the Board and presented to the Association that includes all educators. Any errors on such list shall be corrected, and the list which is in effect by the first Monday of November shall be acknowledged by both parties as being correct.
3. In the event tenured educators are affected by a general reduction in force, such lay off will be on the basis of seniority and qualifications, except as necessary to staff the teaching positions remaining.
4. In the case of educators with identical college-wide seniority and who are affected by a general reduction in force, the accepted date for breaking any tie in seniority shall be the date of signing of the initial contract by the individual.
5. In the case of all of the above factors being equal, the matter shall be referred to the Evaluation Appeals Committee that shall make a recommendation to the College President.
6. It is expressly understood that the Association shall have the right to review the lay off list prior to notification of the individuals to be laid off. In the event of a disagreement concerning the lay off list, the Association shall have the right to meet with the President or his/her designee prior to notification of the individuals and prior to the notification deadline.
7. Reduction in force shall begin with part-time instructors, subject to Association members' qualifications and certifications by the Board of Trustees.

H. Recall

Educators shall be recalled generally in inverse order of lay off for position openings for which they are qualified in accordance with the following procedure:

1. If a position exists within the College for which the educator is qualified, the individual shall be notified by certified mail. Within 10 calendar days of the receipt of written offer of recall, the individual shall accept the position by replying in writing to the Human Resources Department or it shall be determined that he/she has declined the position.

If an individual accepts the position he/she has been offered, he/she shall be

granted sufficient time to fulfill the requirements of the contract he/she is employed under; however, in no event shall such time be longer than the end of the current school year; or, if he/she does not have contract requirements to fulfill, he/she shall have 20 calendar days from receipt of the offer to return to work.

During the period of time provided in this paragraph for his/her return after the written offer of recall, the College may fill the position with adjunct staff.

2. All educators on lay off and the Association shall be notified by certified mail on or before April 1 of their status on the recall list. Any such educator that is being recalled shall notify the Human Resources Department, in writing, by April 15 of his/her intent to return to the College, or his/her leave and recall rights shall be terminated.

No new staff shall be hired until all properly qualified staff, on leave, in accordance with this Article, are offered an opportunity, in writing, to return to active employment.

3. In the event that more than one person occupies the same slot on the recall list, the matter shall be referred to the Evaluation Appeals Committee who shall make a recommendation to the President.
4. The recall list shall be maintained by the Chief Academic Officer. It shall be the individual educator's responsibility to maintain a current address with Human Resources and to provide documentation of any claimed change in qualifications. Said educator waives the leave requirements placed upon the Board if, when contacted by the College, said individual does not state in writing in accordance with time requirements of this Article his/her intent to return to the College upon the opening of a position for which he/she is qualified.

If the individual cannot be contacted because of failure to leave an **accurate** address, the Board is relieved of its responsibilities to the individual and such leave is terminated.

I. Counselors and Librarians

All terms of this Article shall apply to counselors and librarians. For the purposes of this Article only, a counselor/librarian five-year contract will be equivalent to tenure.

Article VI
Management Rights and Responsibilities

The Board of Trustees has the responsibility and the authority to manage and direct in behalf of the public and itself all operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

All such rights, powers, authority, and prerogatives of management possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, Law 68, as amended by Chapter 123, Public Laws of 1974.

Article VII
Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by one or more educators or by the Association, hereinafter collectively referred to as a "grievant," that such educator(s) has/have suffered an injury because of an alleged violation, misrepresentation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the College President or the Commission on Higher Education.

B. Informal Level

An educator with a potential grievance is entitled at his/her option, to a meeting with the person against whom the grievance may be taken for the purpose of resolving the matter informally.

C. Procedure - Formal Level

In the event a grievant invokes the formal grievance procedure the grievant shall:

1. Reduce the grievance in writing in letter form no later than 30 calendar days after the occurrence of the grievance or after the grievant should reasonably have known of the occurrence of the grievance and mail or deliver such letter to the appropriate level including the Chief Academic Officer and/or Dean of Students with a copy to the Association.

The letter shall state the Article of this Agreement or the rule, order or regulation

of the Board of Trustees, the President of the College or the Commission on Higher Education under which the grievance is filed and describe the incident that is the basis for the grievance and the remedy requested.

2. Within seven working days from the receipt of the said writing, the person against whom the grievance has been filed shall meet with the grievant in an effort to resolve the grievance. The person grieved against shall indicate his/her disposition of the grievance, in writing, within seven working days of the last meeting with the grievant, with a copy to the Chief Academic Officer and/or Dean of Students and the Association.
3. If the grievant is not satisfied with the disposition of the grievance by the person grieved against, he/she may appeal to the Chief Academic Officer and/or Dean of Students within seven days from the receipt of the written disposition by the person grieved against.
4. Upon receipt of the written appeal from the grievant, the Chief Academic Officer and/or Dean of Students shall establish a date, with notification to the Association, such date to be within seven working days from the receipt of the written appeal, to discuss the facts and circumstances of the grievance with the grievant in an attempt to resolve it.
5. If the grievant is not satisfied with the disposition of the grievance by the Chief Academic Officer and/or Dean of Students, he/she may appeal to the Chief Human Resources Officer (CHRO) within seven days from the receipt of the written disposition by the Chief Academic Officer.
6. Upon receipt of the written appeal from the grievant, the CHRO shall establish a date, with notification to the Association, such date to be within seven working days from the receipt of the written appeal, to discuss the facts and circumstances of the grievance with the grievant in an attempt to resolve it.
7. If the grievant is not satisfied with the disposition of the grievance by the CHRO he/she may appeal to the College President, within seven working days from the receipt of the written disposition of the grievance by the CHRO, with a copy of such appeal going to the CHRO and the Association.
8. The College President or his/her designee shall, within 10 working days from the receipt of such written appeal, meet with the grievant and the Association and shall discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President or his/her designee shall indicate his/her disposition of the grievance in writing within seven working days of the last meeting with the grievant, with a copy to the Association.

9. If the Association is not satisfied with the disposition of the grievance by the President or his/her designee, it must submit the matter to arbitration, with a copy to the President, within 30 calendar days from the receipt of the disposition of the grievance by the President. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding. Both parties agree that the arbitration shall be binding for grievances based upon the terms of this Agreement and shall be advisory for all other grievances.
10. The fees and expenses of the arbitrator shall be shared equally by the College and Association.
11. The number of days indicated in each level shall be considered maximum and every effort should be made to expedite the process, particularly toward the end of the academic year. However, the time limits can be extended by mutual consent.
12. All documents, communications and records dealing with the grievance shall not become a part of the designated personnel files of the participants.
13. It is agreed that the grievant and the Association shall be furnished with relevant information in the possession of the Board in the processing of any grievance.
14. Nothing herein contained shall be construed to limit, deny, or restrict the rights or remedies, administrative or judicial to which any grievant may be entitled under law.
15. A failure on the part of any member of the Administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.
16. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an educator is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
17. No reprisals of any kind shall be taken by the Board or the Association or by any member of the Administration or by any member of the Association against any party in interest, any representative, any member of the Association, any member of the Administration, any member of the Board of Trustees or any other participant in the grievance procedure by reason of such participation.
18. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected

representatives heretofore referred to in this Article.

19. At any time during the processing of the grievance, the College President may intervene, and discuss and determine the grievance, without the necessity of the appeals.

Article VIII Conditions of Employment

A. Work Load - Educators

1. Full-time educator shall teach 30 contact hours per year. The normal load shall be 15 contact hours per semester. However, at the discretion of the Chief Academic Officer or his/her designee, this load may be varied at 14 to 16 or 16 to 14. No one will be required to teach more than 16 hours per semester. Any contact hours over the annual base of 30 shall be paid at overload compensation at appropriate rates for each additional contact hour.
2. A contact hour is an hour which comprises one 50-minute class meeting per week for 15 weeks that comprise the instructional part of a semester, which is a regularly scheduled group meeting of the class, lecture, laboratory, studio, seminar or shop.
3. Summer school and interim session teaching shall be entirely at the option of the teachers when such sessions are offered. Teachers issued notices of non-renewal shall not maintain right of first refusal for summer courses.
4. If requested by the administration to teach a weekend course, in-load, the Association member shall be awarded a \$500 stipend per course in addition to his/her base salary. Weekend teaching assignments shall be voluntary.
5. Association members serving as full-time nursing faculty members shall earn a \$400 non-base stipend per semester for additional duties associated specifically with the nursing program.
6. Association members are required to attend two faculty development activities each academic year. This may be met by one of two methods as follows:
 - a. The Chief Academic Officer or his/her designee shall provide the faculty with two professional development days. One of these days will be in the fall semester and one will be prior to the spring semester. Scheduling of the faculty development workshops shall be the sole discretion of the

Chief Academic Officer or his/her designee. The content and/or speaker(s) for the development workshops shall be the sole discretion of the Chief Academic Officer or his/her designee along with input from the Instructional Resources Committee. The Chief Academic Officer shall provide 30 calendar days of notice prior to the scheduling of the fall semester workshop.

- b. With prior approval of the Chief Academic Officer or his/her designee, a faculty member may substitute other professional development activities for the faculty development days. The substitution must be a significant event requiring the equivalent of a full day of participation by the faculty member. The substituted activity must be completed between July 1 and June 30 of the same academic year as the scheduled faculty development day. Denial of permission to substitute shall not be subject to grievance.

Attendance at either of the scheduled professional development activities or approved alternative activities will be addressed within the “professional development” component of the educator’s summary evaluation.

7. Two Association members from each department shall attend two College recruitment days per year. Recruitment days are designed to:
 - a. Establish relationships with area high school faculty, or
 - b. Establish relationships with area adult learners, or
 - c. Conduct informational workshops with Cape-Atlantic high school students.
 - d. Promote programmatic collaboration among the College and external entities.

Such programs shall be designed and directed by the Deans or Department Chairs. Each recruitment activity shall not exceed three hours. Of the six total hours required annually, no more than three hours shall be scheduled for evening activities for each Association member.

B. Class Assignment

1. No educator shall be assigned more than a five-day workweek.
2. No workday should exceed eight hours.

3. Only after judicious consideration will a teacher be assigned an 8 a.m. class if he/she had a class assignment the previous evening.
4. Normally, there shall not be an extended "break" during the normal workday. For example: by a scheduled 8 a.m. class and a 3:30 p.m. class with no classes scheduled in between.
5. No teacher shall be required to teach more than two evening classes, such classes to commence at 4:30 p.m. or thereafter.
6. In most cases, all full-time educators shall be given first choice of evening teaching assignments in their areas of competence before any adjunct personnel are assigned in such courses.
7. If an educator requests a deviation of these conditions, extra compensation shall not be furnished. Such deviation(s) shall be made without prejudice.
8. In developing teaching schedules, appropriate professional activity such as public service, research, and graduate school attendance on the part of the educator shall be taken into consideration.
9. Educators shall be required to meet their classes during the hours scheduled for final examinations. The class is scheduled by the Chief Academic Officer.

C. Information to Association

1. The College shall provide the Association with copies of all registration printouts of scheduled classes and class enrollments as such are printed.
2. Each educator shall submit to the appropriate Dean a completed copy of his/her schedule for the upcoming semester, with office hours listed, at least one month prior to the end of the current semester. The Chief Academic Officer will collate all educator's schedules and send a copy to the Association President.

D. Course Preparation

1. An educator shall be assigned no more than three separate preparations per registration period if he/she has taught all the courses previously at the college level.
2. An educator shall be assigned no more than two separate preparations per registration period if one or more of the courses have not previously been taught by him/her at the college level.

3. Exceptions to this provision shall be made only with the consent of the educator involved.

E. Additional Teaching

1. Full-time educators interested in summer and/or interim teaching must provide written intent of such interest to the Department Chairperson no later than the Monday of finals week to be given preference of summer and/or interim teaching added to the course schedule after the conclusion of the prior semester (i.e. courses added during June, July, August and/or January).

Chairpersons shall not receive scheduled summer and/or interim sections unless competent teachers are first offered and have refused such sections, except in those departments or areas that have a documented equitable rotation policy for summer and interim teaching assignments. Educators issued notices of non-renewal shall not maintain right of first refusal for summer courses.

2. All full-time educators shall be given the first choice of any additional teaching assignments during the regular full semester in their areas of competence before adjunct personnel are assigned. No full-time educators will teach more than 21 contact hours, however, a 22nd contact hour may be taught as an overload provided the number of courses does not exceed seven.

Chairpersons shall not receive a scheduled overload unless competent teachers are first offered and have refused such overload, except in those departments or areas that have a documented equitable rotation policy for overload assignments.

F. Office Hours

Educators shall maintain at least three published office hours per week for meeting with and advising students. Such hours shall be in addition to regularly scheduled classes. The Administration shall have the right to review and change academic schedules for the upcoming semester one month prior to the end of the current semester.

Changes shall be made to office hours and schedules only to improve student access to classes and instructors. Consideration shall be given to faculty class schedules when arranging faculty office hours. Educators shall post office hour schedules on their office doors and are responsible for verifying the accuracy of published office hours on the College Web site.

G. Work Load: Counselors

1. Counselors shall work 12-month contracts from July 1 to June 30.

2. Each full-time counselor will be required to establish working hours equaling a total of 40 hours per each working week. These working hours will include a meal period of one hour each day.
3. Night counseling duty may be required by the College, and when required, equal compensatory time off during the normal workday or compensation at the rate of \$24 per hour shall apply. Preferences for such duties shall be afforded counselor members of this unit. It will be the option of the counselor to determine whether the compensation is equal compensatory time off or pay.

H. Work Load: Librarians

1. All librarians shall work 12-month contracts from July 1 to June 30.
2. Librarians shall work a total of 40 hours per week over a five-day period; these hours shall include a meal period of one hour each day.
3. Night library duty may be required by the College, and when required, equal compensatory time off during the normal workday or compensation at the rate of \$24 per hour shall apply. Preferences for such duties shall be afforded librarian members of this unit. It will be the option of the librarian to determine whether the compensation is equal compensatory time off or pay.

I. Area Coordinators

1. All reductions in teaching load shall be made in consultation with the Chief Academic Officer with the approval of the President. Area coordinators shall receive a minimum of three reduced contact hours in teaching load per year.
2. Summer office hours for Area Coordinators may be required by mutual agreement with the Department Chairperson. Compensation will be paid at \$24 per hour.
3. Additional stipend for Area Coordinators of \$1,100 per annum shall be paid for administrative responsibilities.

J. Committees

1. An educator may be expected to serve on one major standing or ad hoc college-wide committee.
2. One chairperson from the Curriculum Committee and one chairperson from the

Faculty Assembly Executive Committee shall maintain a choice of one stipend per semester equivalent to the current fall or spring semester overload rate for a three-credit course for his/her rank or an equivalent reduced load or a three-credit reduced load for the current semester.

Selection of the three credit reduced load shall also eliminate the Association member from acceptance of overload course(s). Upon election/selection, the chair of the Curriculum Committee and the chair of the Faculty Assembly Executive Committee shall prepare and submit a written plan for the upcoming academic year to the Chief Academic Officer by Sept. 30. The plan shall tentatively outline FAEC and Curriculum Committees objectives, projects and activities for the coming academic year.

The Chief Academic Officer, in his/her sole discretion, may designate any other standing or ad hoc committee chairperson to also receive a load reduction. The terms of this section cannot be utilized to grant an educator more than a six-hour per semester load reduction. FAEC membership shall be equivalent to membership on a standing committee.

3. If the educator cannot attend a committee meeting because of scheduled class or lab, he/she shall be excused from such meetings, without adversely affecting his/her standing on the committee.

K. Advising and Coaching

1. Advisement of all student clubs and organizations shall be on a voluntary basis and optional with educators. Compensation for such advisory assignments will be as listed in Appendix III of this Agreement.
2. Coaching of all student clubs and organizations shall be on a voluntary basis and optional with the educator, except in such cases where the physical education job description includes specific coaching activities; compensation for such coaching assignments will be as listed in Appendix III of this Agreement.
3. Academic advising of students by educators shall be limited to programming of students for registration. The College shall provide each teacher with the necessary information, forms, advising aids and material prior to the preprogramming period.
4. Teacher participation in the in-person registration periods shall be voluntary.

L. Office Assignments

1. The Chief Academic Officer will notify the Association of office space available to educators. The Association will recommend the allocation of that space.
2. The Chief Academic Officer will give the recommendation of the Association serious consideration as he/she allocates that space.
3. No educator shall be moved from his/her office without at least two weeks of prior written notification.

M. Attendance at College Functions

1. Educators' attendance at all College-sponsored, non-academic functions and activities shall be voluntary. Because the Commencement ceremony is an academic function, all Association members shall make every effort to attend Commencement.
2. Educators attending those functions for which academic attire is required shall have said attire furnished by the College at no cost to the educator.

N. Academic Calendar

1. The Association shall have the privilege of inquiring into and recommending the establishment of any changes in the academic calendar.
2. The appropriate committee, in addition to its other functions, shall advise the Chief Academic Officer in the development of any pre-instructional in-service program(s) to insure that an excessive number of meetings will not be required of the educators.
3. The appropriate committee shall advise the Chief Academic Officer on the academic calendar; every effort shall be made by the Chief Academic Officer to seek the advice of the committee when alterations in the calendar are being considered. All copies of any such alterations in the calendar will be sent immediately to the Association.

O. Tuition Waiver

1. Association members shall be permitted to take credit course instruction at no tuition charge at Atlantic Cape Community College. The intention is to waive tuition not to provide an outlay of cash.
2. Courses need not be related to the Association member's current work. Admission standards must be met for all courses or disciplines for which the Association member applies.
3. Cost of books, lab fees, etc., must be undertaken by the Association member.
4. Spouses and dependent children of Association members may attend Atlantic Cape Community College credit courses without payment of tuition. All spouses and dependent children shall be subject to the same rules and regulations as the regular College student body. Dependent children shall be interpreted as defined by the Internal Revenue Code of the United States. If an educator dies while under College contract, his/her immediate survivors are to be granted this same tuition-free entrance.
5. Requests for tuition waiver are approved by Human Resources or, his/her designee on forms supplied by the College. Out-of-county association members shall make every effort to obtain a charge back authorization from their county.
6. Association members may take any number of credit courses on their personal time under the tuition waiver. Spouses and dependent children may be full-time students.
7. The Association member or his/her dependent shall be permitted to use the tuition waiver for any credit course one time only, unless the class is a remedial/developmental class in which the student will be permitted to retake the class one time.

If the student chooses to retake the class no tuition waiver shall be granted except when extenuating circumstances as per the student handbook occur.

P. Psychiatric/Physical Examination

Any psychiatric examination required by law or by the College shall be paid for by the Board. If, at the educator's option, he/she chooses his/her own psychiatrist, he/she shall pay for same.

Any physical examination required by law or by the College shall first be submitted for

payment to the employee's health insurance provider. Expenses not covered by the provider will be furnished by the board. If, at the educator's option, he/she chooses his/her own physician, he/she shall pay for same.

Q. Tenure/Multiple-Year Contracts

1. Tenure shall be granted in accordance with the laws of the State of New Jersey.
2. Counselors and librarians who are offered a contract for what would be their sixth continuous year shall be offered a five-year term contract. In the event a counselor or a librarian alleges that the non-renewal of such a five-year term contract was for capricious or discriminatory reasons, such allegations may be submitted to binding arbitration.

R. Substitute Teaching Assignments

Educators will be paid at the normal overload rate when asked by the Administration to teach additional courses because of an emergency during the semester. This emergency overload teaching is at the option of the educator.

Article IX
Promotions

The viability and vitality of an educational institution depend upon the ability of its teaching staff to teach, to grow as teachers, and to cope successfully with challenges as they arise. A promotion system exists in large part to invite and reward service that will meet these needs. Thus, a candidate for promotion must present evidence that he/she has performed meritoriously for a long enough time to indicate that such service will, in all likelihood, continue into the future.

The Board will make every effort to provide funds for promotion to be granted to all candidates applying who have met the promotional criteria.

A. Promotion Procedure

1. The promotion procedure is initiated by the educator seeking promotion by submitting a promotion package to the supervisor. The promotion package will contain at least those items specified in the Evaluation of Educators Procedure of Article IV, Section C or Section D.

2. The supervisor will add to the package a summary evaluation that will be discussed with and signed by the faculty member, the signature indicating only that this evaluation was seen and discussed. The educator may add his/her comments to be included with the supervisor's evaluation.

At this point the educator may have the promotion package sent to the next line supervisor, if applicable, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

3. The next line supervisor will add to the package a written evaluation covering those areas pertinent to promotion about which he/she has knowledge. The supervisor's evaluation will be discussed with and signed by the educator, the signature indicating only that this evaluation has been seen and discussed.

The educator may add his/her comments to the supervisor's evaluation. At this point the instructor may have the promotion package sent to the Chief Academic Officer, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

4. The Chief Academic Officer will add to the package a written evaluation covering those areas pertinent to promotion about which he/she has knowledge. The Chief Academic Officer's evaluation will be discussed with and signed by the faculty member, the signature indicating only that this evaluation was seen and discussed. The instructor may add his/her comments to be included with the Chief Academic Officer's evaluation.

At this point the faculty member may have the promotion package sent to the College President, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

B. Promotion Priority

If several people are qualified for promotion, and if the money for promotion is limited, then those faculty members qualified for promotion and at the maximum salary for their ranks will be promoted first. Faculty members passed over once will be promoted first the next year even over other faculty members who may be at their maximum salaries for their ranks.

C. Promotion Timetable

The individual applies for promotion early in the spring semester in anticipation of the promotion being granted by the Board at the end of the spring semester, a year hence. The Administration will assume responsibility to notify the members of the dates of the timetable a reasonable time before these dates. The following timetable gives deadlines by which activity must be completed.

Spring (*prior to promotion year*)

April 30

The educator seeking promotion completes the “Promotion Interest Form” and submits it to the Department Chairperson with a copy to the Chief Academic Officer. With this, the educator submits a preliminary draft of his/her promotion package or a comprehensive outline with supporting documentation collected to date that makes note of subsequent documentation to be added when available. This draft or outline effectively summarizes what the candidate can document regarding teaching effectiveness, professional growth and contributions to the College.

May 15

The educator has the initial conference with his/her Department Chairperson to discuss candidacy and criteria for promotion. Before this conference, the Chief Academic Officer meets with the Department Chairperson to reach a consensus so that, if need be, the Department Chairperson can tell the member what changes in the job performance are expected to be recommended for promotion. This consensus will be communicated to the member at this conference.

Fall (*promotion year*)

Sept. 15

The educator submits his/her promotion package to the Department Chairperson.

Nov. 15

The classroom observation is completed. Post-conference summary is prepared by the Department Chairperson and submitted to candidate.

Spring (*promotion year*)

March 15

Complete additional observations and conferences as necessary.

April 15

The Department Chairperson submits the promotion recommendation to the appropriate Academic Dean.

May 15

The Chief Academic Officer's evaluation is discussed with and signed by the member. The CAO submits promotion recommendation to the President.

June

The President recommends promotion of educator to the Board.

D. Promotion Outcomes

The promotion process can have two possible outcomes.

1. The individual seeking promotion is promoted.
2. It is determined that promotion is not warranted at this time. Following the conference or step in the timeline when this determination is made, an improvement plan will be presented to the educator for implementation. The individual may reapply for promotion within a period of up to three years as agreed upon in the improvement plan conference. The improvement plan shall be removed from the educator's personnel file after three years.

E. Promotion Timetable: Counselors/ Librarians

July 1

[Counselors/Librarians](#) seeking promotion complete "Promotion Interest Form" and submit it to the supervisor with a copy to the Dean of Students or CAO (as applicable).

Sept. 15

Initial conference with supervisor to discuss candidacy and criteria for promotion.

Oct. 1

The Counselor/Librarian submits a preliminary draft of his/her promotion package. This draft will summarize what the candidate can document regarding employee effectiveness, professional growth and contributions to the College.

Oct. 15

Second conference. Before this conference the Dean of Students or CAO (as applicable) meet with the supervisor to reach a consensus so the supervisor can tell the Counselor/Librarian what changes in behavior are expected to get

recommended for promotion. This consensus will be discussed and provided to the Counselor/Librarian in writing at this conference.

Nov. 15

Counselor/Librarian observation and post conference summary prepared by supervisor and submitted to candidate.

Dec. 1

Promotion package submitted to the immediate supervisor.

Jan.15

Supervisor submits promotion recommendation to Dean of Students or CAO (as applicable).

May 1

Dean of Students or CAO (as applicable) submits promotion recommendation to the President. Prior to May, the Dean of Student's or CAO's evaluation is discussed with and signed by the educator. The Dean of Students or CAO submits promotion recommendation to the President.

June

President recommends promotion of Counselor/Educator at Board meeting.

Article X
Graduate Study Compensation

A. Tuition Reimbursement

Association members who take graduate work or relevant courses, with prior approval of CAO or Dean of Students (as applicable), contributing to their professional growth, may receive tuition reimbursement with no individual maximum subject to an overall budget maximum of \$32,000. General, routine fees as required of all educators may be included in the cost of such courses.

A trimester is defined as three four-month periods. The first trimester is June 1 to Sept. 30. The second trimester is Oct. 1 to Jan. 31. The third trimester is Feb. 1 to May 31. Members shall be required to obtain a grade of "C" or better in order to be eligible for reimbursement.

At the conclusion of the allocation process to Association members, all remaining dollars shall be returned to the Board.

B. Application Procedure

Application for reimbursement of such tuition costs must be made during the trimester that the Association member is taking the course. The application will be made by members to the Sabbatical Leave Committee. This Committee will advise the Chief Academic Officer for such reimbursement. Lack of funds in this budget category shall be sufficient grounds for denial of reimbursement.

C. Graduate School Choice

Any accredited graduate school will be solely the choice of the Association member.

Article XI
Individual Contracts

A. Notice and Issue Date

Annual contracts shall be issued by March 15. When the Board does not intend to reappoint an Association member, notice of non-appointment shall be given, in writing, no later than March 1 of the first year of employment; Feb. 1 of the second, third and fourth years of employment; and not later than Jan. 15 of the fifth year of employment. In the case of Presidential non-recommendations during the fifth year, the President will so inform the member by Dec. 15.

B. Contract Signing

Contracts are to be signed by each educator and returned to the Board not later than March 30.

C. Termination

Contracts may be terminated at any time by mutual agreement between the Association member and the Board. Such agreement shall be in writing.

Article XII
Insurance Protection

A. Health Insurance

The College participates in and abides by the rules and regulations of the New Jersey

State Health Benefits Program. Participating in the New Jersey State Health Benefits Program shall be in accordance with the provisions set forth by the state of New Jersey. This coverage becomes effective for new employees in accordance with the provisions of the State Health Benefits Program. For present employees, the annual enrollment period shall be in accordance with the provisions of the State Health Benefits Program.

B. Dental Coverage

The Board provides a full family co-insurance dental program with 100% coverage for preventive and diagnostic care; 80% coverage for basic services including oral surgery, endodontic, periodontic and basic restorative benefits (amalgam, synthetic, porcelain and plastic restorations for treatment of carious lesions); and 50% coverage for major restorative (crowns, inlays and gold) and prosthodontics (bridges, partial and complete dentures) benefits with a \$1,300 maximum per family member per year.

A deductible amount of \$75 per employee and per family member, up to \$225 per family shall be applied, per calendar year, for dental coverage including preventive and diagnostic services. The selection of the insurance carrier shall be at the sole discretion of the Board. Coverage for new Association members becomes effective in accordance with provisions of the insurance carrier's program.

Coverage for dependent children shall expire on the day the child turns 19 years of age. If the dependent child is a full-time college student, coverage shall expire on the day the child turns 23 years of age.

C. Prescription Plan

The State Health Benefits Plan is based on a co-pay established by the carrier that includes contraceptives. The Board will provide the premium for Association members and eligible dependents. New Association members are eligible for coverage in accordance with provisions of the prescription program.

D. Vision Care

A vision care program is available once every two years for the employee and eligible dependents (i.e. an educator may elect to use this benefit in the first and third year of a contract). The following fee reimbursement is in effect with amounts up to:

Exam	\$50	Per lens, trifocals	\$40
Frames	\$50	Per lens, lenticular	\$40

Per lens	\$25	Per lens, cataract contacts	\$150
Per lens, bifocals	\$30	Per lens, contacts	\$50

Prescription tinted/sun glasses are eligible for reimbursement at the above scheduled rates. Plain sunglasses are not covered.

E. Disability Insurance

The College will provide \$50 per Association member per annum for the purpose of funding a disability insurance program.

Article XIII
Leaves of Absence

A. Sick Leave

1. Leave Benefits

All unit members shall enjoy sick leave benefits in accordance with the applicable statutes (18A:30-2). As of Sept. 1, all teaching members employed shall be entitled to 10 sick leave days each academic year. Twelve-month educators shall be entitled to 12 sick leave days as of July 1 each year. Association member whose employment did not commence until after the beginning of the academic year shall have the number of sick days prorated accordingly. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Sick Leave Payment

A sick leave payment shall be based on accumulated sick leave days, including the following provisions:

- a. The reimbursable rate is the employee's base salary at time of retirement.
- b. Members will make reasonable effort to notify the College, in writing, six months in advance of their plans to retire so that payment of this benefit meets budgetary considerations.
- c. Members must be at least 50 years of age and must have 10 years of

service to be eligible.

- d. The payout shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$8,500.
- e. Upon acceptance of the sick leave payout, Association members will have a choice between receiving the sick leave payment in one lump sum or divided into annual payments of no more than three years.

B. Extended Leaves of Absence

In applying for extended leaves, the member must state the specific paragraph in the contract regarding extended leaves of absence.

1. Advanced Study

A leave of absence for one year may be granted by the Board to any Association member upon application for the purpose of advanced study if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year limit. Upon return from such leave, the Association member shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

2. Service

A leave of absence of up to one year may be granted to any Association member by the Board upon application for the purpose of serving as an officer of any professional association or on its staff if in the opinion of the Board such service shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year limit. Upon return from such leave the member shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

3. Maternity Leave

A member requesting unpaid maternity leave shall:

- 1. a. Apply in writing to Human Resources and his/her supervisor within eight weeks of confirmation of the pregnancy by her physician.
- 2. b. Notify Human Resources and the Supervisor in writing 60 days before the leave begins or immediately upon the physician's recommendation indicating that she is

physically unable to perform her duties.

3. c. Supply the Human Resources with a physician's certificate attesting to her ability to satisfactorily return and perform her duties.

Any Association member granted maternity leave without pay according to the provisions of this decision may, at her discretion, elect to utilize accumulated sick leave to the degree as certified by her doctor that she was sick during such period of maternity leave.

Providing the educator submits a doctor's certificate testifying as to her ability to return and perform duties, the educator shall be returned to employment status effective the first day of the semester following her application for such return. If the member is a counselor or librarian, she shall be returned to employment status effective the third day following her application to return.

Upon return from such leave, an Association member shall be placed on the same or comparable position and salary level that she would have attained had she been employed at the College during this period.

4. Adoption Leave

Any member adopting an infant pre-school child shall receive similar leave which shall commence upon receiving defacto custody of said child or earlier if necessary to fulfill the requirements for the adoption period. In the event of a contemplated adoption, the member shall notify the College of his/her plans and keep the College informed of developments to the best of his/her ability.

5. Military

Military leave without pay shall be granted to any Association member in accordance with all state and federal laws pertaining to military service and leave of absence.

6. Illness of Family

A leave of absence without pay up to the end of the current academic year shall be granted for the purpose of caring for a sick member of the Association member's immediate family. *(Also see Number 10 below)*

7. Political

The Board shall comply with applicable state and federal statutes on mandated leave for service in political office.

8. Other Leaves

The Association recognizes that the Board may grant other leaves of absence or extensions of these leaves of absence without pay at its sole discretion. Upon return the member shall be placed at the same salary level he/she had when leaving.

9. Child-Rearing Leave

The Board may grant child-rearing leaves of absence or extensions of these leaves without pay.

10. Catastrophic Illness

Association members shall be entitled to use up to five personally accumulated sick days per year for the care of a catastrophically ill spouse, grandparent, parent or child. The catastrophic illness shall be determined by a physician, in writing, and submitted to the Association member's supervisor with a copy to the Human Resources Office. The documented catastrophic illness must be submitted in writing at least five working days prior to the intended leave of absence.

C. Temporary Leaves of Absence

Association members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year. These shall be in addition to any sick leave to which the educator is entitled.

1. Personal

Up to four days leave of absence shall be granted for religious, business, or legal matters that require absence during working days. Association members shall not be asked to specify the purpose of the leave. Unused personal days shall convert to sick days at the end of the fiscal year.

2. Bereavement

Up to four days of non-accumulative leave of absence with pay shall be granted at any one time upon the death of an Association member's spouse, domestic partner, child, foster child, parent, sibling, step-child, step-grandchild, ward, step-parent, foster parent, grandparent, grandchild, parent of spouse, grandparent of spouse or domestic partner, sibling of spouse or domestic partner, or any relative living in the same household.

Additional days, if needed, may be charged to personal leave.

To verify the relationship of the deceased to the member, documentation denoting the relationship may be required by the member's supervisor. In the event that such documentation is requested and is not sufficiently provided, denial of the bereavement leave shall not be subject to grievance.

Whenever possible, a 48-hour written notice to the appropriate supervisor should be given by the educator planning to take a leave under this section.

D. Vacations: 12-Month Association Members

1. Vacation Days

Counselors and librarians shall earn two paid vacation days per month of service. Such vacation days shall be in addition to any sick leave or other temporary leaves to which the employee is entitled. Such vacation days shall be scheduled at least one week ahead with the appropriate supervisor.

Vacation days may be taken singularly or in a block. Year to year vacation accrual shall be in accordance with provisions set forth by the state of New Jersey for public employees. Unused vacation days may accumulate to a total of 32 days retroactive to date of initial employment, however, upon separation or leave of absence from the College, payment for unused vacation days shall not exceed 25.

2. Paid Holidays

All counselors and librarians are entitled to the following paid holidays. If the College is open on any of these holidays, compensatory days shall be scheduled.

- | | |
|------------------------|-------------------------------|
| Veteran's Day | Memorial Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |
| Columbus Day | President's Day |
| General Election Day | Good Friday |
| Thanksgiving Day | Martin Luther King's Birthday |
| Day After Thanksgiving | |

3. Spring Break (12-Month Educators)

Twelve-month educators may request excused leave at half pay for the week of

spring break. If this excused leave is granted, management may assign tasks to the educator to be completed off site. The tasks shall be presented to the member prior to the member's acceptance of permission to take the excused leave. Denial is not subject to grievance.

Article XIV Sabbatical Leave

A. Five Percent of Educators Annually

Every effort shall be made to make budgetary provision to permit at least five percent of members to be on sabbatical leave annually.

B. Six-Year Residency

All full-time members who have completed six years of College service are eligible for sabbatical leave. Application for such leave shall be made to the Sabbatical Leave Committee (SLC) during the year preceding the anticipated leave.

C. Appropriate Activities

The following activities are regarded as appropriate for the granting of sabbatical:

1. Full-time attendance at graduate school.
2. Any full-time research or writing.
3. Any travel which may be deemed beneficial to the College and/or to the professional development of the faculty member.
4. Other appropriate activities, at the discretion of the SLC.

D. Salary

A member on sabbatical shall receive full base salary for one half-year or one-half base salary for a full academic year at his/her option. Members on sabbatical leave shall not be permitted to teach, supervise, advise or conduct college business while on sabbatical.

E. Return for One Year

Any members receiving sabbatical leave must return to the College after that leave for a period of one year.

F. Position on Return

Upon return from sabbatical leave, the members shall be placed at the same position on the salary scale on which he/she would have been placed had he/she been at the College during such a period.

G. Application and Reporting Procedures

Application for sabbatical leave in any academic year shall be filed with the SLC not later than Nov. 1 of the preceding academic year. Individuals applying for a sabbatical leave will present to the Committee in their own behalf a plan of professional development, recognizing such factors as the following:

1. Improvement of service as an educator, counselor or librarian.
2. Contribution to the development of the total College program.
3. Time span request: _(1) semester _(2) semesters

The leave applicant shall file an interim and final report of accomplishments obtained pursuant to the objectives (i.e., C. Appropriate Activities) outlined to the SLC. The interim and final reports must be consistent with guidelines and deadlines established by the SLC. The guidelines and deadlines shall be published and available to any Association member seeking sabbatical leave.

H. Sabbatical Leave Committee (SLC)

The SLC is composed of the Chief Academic Officer, acting as chairperson; a department chairperson selected by the College President; an educator at large selected by the College President; two educators selected by the Association President; two members of the Atlantic Cape Community College Organization of Supervisory and Administrative Personnel, selected by the ACCCOSAP President; one member of the Academy of Culinary Arts Faculty Association, selected by the ACAFA President; and one member of association members, who has earned at least a bachelor's degree, selected by the association members President.

I. Presidential Recommendation

If the College President does not recommend for sabbatical these candidates chosen by the Committee, he/she shall provide his/her recommendations to the SLC prior to his/her recommendations to the Board, in sufficient time to allow the Committee to meet with the President for purpose of presenting evidence substantiating its recommendations.

J. Time Schedule for Submission to the Board

The College President shall submit annually to the Board, during the second week in February, the list of members nominated to participate in the sabbatical leave program. The Board will act on its approval of such nominations not later than March 31. Notice of such approval shall be sent to the applicants and to the Association not later than April 3.

Article XV
Miscellaneous

A. Association Payroll Dues Deduction

1. Under the authority of N.J.S.A. 34:13A-5.4, each member of the bargaining unit who is not a member in good standing of the Association on July 1, 1993, shall be required as a condition of employment, to become a member of the Association or commence and maintain representation payments equal to 85 percent of the total of regular membership dues, initiation fees and assessments. The foregoing provision shall apply to each member commencing the first month of employment.

- a. Deductions shall be made only in accordance with the provisions of a Payroll Deduction Authorization Form, together with the provisions of this Agreement.
- b. A properly executed copy of such payroll deduction authorization for each bargaining unit member for whom the Association membership dues or representation fee are to be deducted hereunder shall be delivered to the payroll officer before any payroll deductions are made.

Deductions shall be made thereafter only under Payroll Deduction Authorization Forms which have been properly executed and are in effect. In the event an employee refuses to authorize the deduction for representation fee, the Association shall forward a memo notifying the College of such.

B. Travel

1. Authorization

Travel is authorized, in advance, by the appropriate Senior Staff member and the coordination of its operation and function shall be accomplished by the traveler and his/her immediate supervisor. Specific provisions are stated in the current handbook governing travel established and published by the Administration.

2. Per-Mile Rate

Management shall establish a per mile rate consistent with the State of New Jersey per mile rate to be paid to educators for excess travel to their work assignments. Travel reimbursements shall be paid on a semester basis on dates established and published by the Administration.

3. Mileage Not Paid

Mileage shall not be paid to members traveling to their primary work locations. A primary location is defined as the location where the educator teaches at least three in-load courses. Mileage shall not be paid if the member's travel does not exceed his/her normal commute from home to primary assignment.

4. Mileage Verification

The Chief Academic Officer and/or Dean of Students shall verify the actual mileage from the member's home to his/her primary location and from the member's home to his/her non-primary location.

5. Travel Formula

"HN" is the distance between the member's home and his/her non-primary location.

"HP" is the distance between the member's home and his/her primary location.

"PN" is the distance between the primary location and the non-primary location.

When a member's travel is only between the non-primary location and home, reimbursable excess mileage will be calculated as: $\text{Excess} = 2(\text{HN} - \text{HP})$.

When the member's travel includes his/her primary location and a non-primary location, the excess mileage will be calculated as follows: $\text{Excess} = \text{HN} + \text{PN} - (\text{HP})$.

6. Discrepancies

If there is a discrepancy between actual mileage and formula mileage, the appropriate

Senior Staff member shall make the adjustment.

7. Two Locations

Educators are not required to teach at more than two different locations in the same day.

8. Seniority

The most senior Association member shall have the right of first refusal to teach a course at a location other than the main campus when more than one Association member is qualified by the Administration to teach the course. These arrangements would originate from the Chief Academic Officer.

C. Professional Development

Each educator shall have \$400 per academic year to be used for professional development including a \$200 limit on renewal of licenses and certificates. Licenses and certificates shall specifically include nursing license, Certified Public Accountant, Licensed Certified Social Worker, National Board Certified Counselor, Licensed Professional Counselor and license to practice law in the State of New Jersey. College library service has the option to catalogue professional journals. College denial of expenditure in this budgeted area shall not be subject to grievance nor arbitrable.

D. Copies of Agreement

Copies of this Agreement shall be reproduced by the Administration and distributed to all Association members now employed or hereafter employed by the Board during the duration of this Agreement.

E. Separability

If any provision of this Agreement or any application of this Agreement to any member or members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

F. Ratification

This Agreement is subject to ratification by members of the Association and by the Board of Trustees.

G. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on such date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein, shall be interpreted and/or applied so to eliminate, reduce or otherwise detract from any educator benefits existing prior to its effective date. This Agreement shall supersede all previous Board of Trustees policies on those matters.

H. Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations.

I. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual Association member, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

J. Pay Cycle

Ten-month Association members shall have the option to be paid on a 10-month or 12-month basis. Paydays occur every other Friday with adjustments for holidays according to a payday schedule issued by the Finance Department. Ten-month Association members may change their pay cycle option between June 30 and August 15 only. Counselors and librarians shall be paid on a 12-month basis.

K. Contract Closure

Association members not employed as membership-eligible Atlantic Cape employees before July 1, 2010, shall not be eligible for salary increases or one-time bonuses achieved in the first year of this Agreement.

Article XVI
Copyright and Intellectual Property Rights

1. General Statement

- A. Atlantic Cape is committed to providing an environment that encourages all members of the College community to develop new programs, to do research, and to publish their work without restriction. This work may be in the form of papers, books, or other forms of communication. This allows the College community to share openly and fully their findings and knowledge with colleagues and the public. It is in this spirit and with this intent that the Copyright and Intellectual Property Rights Agreement is written. This Agreement is to promote excellence and innovation in scholarly research and teaching by identifying and protecting the rights of Atlantic Cape, its faculty, staff, and students and providing fair compensation where appropriate.
- B. Copyright and intellectual property rights ownership and the rights there of are concepts defined by federal law. Atlantic Cape's policy is structured within the context of the federal copyright law. The foundation of Atlantic Cape's copyright and intellectual property policy is based on the long-standing academic tradition that the creators of works own the copyright of such works. These works may be the result of their developing programs, doing research, teaching, or writing. It must be noted, however, that copyright law is evolving relative to work for hire and the academic exception, particularly relative to distance education
- C. The Association and Atlantic Cape Community College recognize that technology allows methods of instruction different from traditional instruction in a self-contained classroom. These nontraditional methods include, but are not limited to, distance education or Internet-based instruction. The purpose of teaching with technologies is to enrich the curriculum and to increase the availability of education to those who are unable to attend traditional classes. The intent is not to use distance education to displace, replace, reduce in number or otherwise limit Association represented faculty members. Association members engaged in distance education shall make a commitment to being electronically accessible to their on-line students a minimum of five days per week.
- D. Atlantic Cape encourages all faculty members to become proficient in the art of teaching at a distance, however, participation in distance education or Internet-based teaching shall be voluntary.

2. Ownership and Rights to Faculty Produced Work

- A. The College owns the non-assignable copyright to faculty produced works when the work is done:
 - 1) Supporting a course taught in load or as an overload
 - 2) On sabbatical leave

- B. The College owns the assignable copyright when the work is done for hire, e.g. the faculty member was given an Instructional Resource Committee grant or additional stipend by the CAO to do the work. When the College or the faculty member owns the non-assignable copyright, the College shall grant to the faculty member the right of first refusal to revise or update the course.
- C. The copyright and the income are shared equally, 50/50, if the College sells, markets or leases the product developed.
- D. The Association member owns the copyright for work done “outside” the College on his/her own time. For example, work produced:
 - 1. Unrelated to teaching responsibilities
 - 2. On unpaid leave of absence
 - 3. On own time, while not on stipend or release time, when that work is over and above that required for normal course development and maintenance.For the examples under Letter D, the Association member owns the copyright but grants the College the nonexclusive right to use the material in instruction delivered by the College.

3. Miscellaneous

- A. An Association member may use College equipment if such use does not interfere with the College’s mission and if the Association member reimburses the College for direct expenses such as consumables or use of College staff working on College time.
- B. In any case where the College owns all or part of the copyright, the Association member may buy from the College the College’s copyright at a price agreed to by the parties. If agreement cannot be reached, at the election of the Association member, the College and faculty member shall share the copyright equally.

4. Internet-Based Course Compensation and Property

- A. Effective with the first summer 2007 session, Internet-based courses may be taught in-load or as an overload. Regular per section compensation will apply. After the class size reaches 20 students additional compensation will be 1/20 of the existing Assistant Professor overload rate. Class size beyond 25 students shall be by permission of the CAO or his/her designee. Class size shall be limited to 15 students the first time an individual Association member teaches an Internet-based course. Internet based lab-science course compensation shall be based on contact hours. (See Letter L)
- B. Head count shall be determined after the end of the 10th day of the fall and spring semester, the 5th day of a six or eight week summer session, and the second day of an eleven day session. For any semester that does not fit the above description, the last day

for a 50% refund will be utilized.

- C. Association members teaching on-line shall receive \$200 (not on base salary) for fall or spring semester for Internet access. The amount shall be \$150 for summer semester Internet access.
- D. The course developer has the “right of first refusal” to teach the first section offered for the semester. The course developer has the “right of first refusal” to update the course.
- E. If an Association member develops an approved distance education or Internet based course (synchronous or asynchronous), the Board, at its option, may elect to compensate the member \$2,000 for the Board to acquire the assignable copyrights of the course.
- F. Evaluation of Association members by students shall occur each semester for Internet-based courses. The evaluation shall be tailored to the medium. Evaluations must be returned by at least 60 percent of the enrolled students in order to be considered as part of the Administration’s evaluation of the Association member’s performance. The purpose of on-line course student evaluations shall be consistent with the purpose of student evaluations in a non-on-line course.
- G. The College shall provide training free of charge, to all Association members engaged in, or interested in, distance learning.
- H. The College shall make a commitment to maintaining/providing adequate technical support for distance learning instruction.
- I. If applicable online courses are scheduled, Association members having copyright to these on-line courses may select no more than three on-line sections for their in-load requirement, subject to the constraint that the sum of in-load traditional sections for the fall and spring semesters be no fewer than five. Once the full-time on-line Association member has selected his/her on-line teaching courses and enrollments of more than 20 students, the Administration has the right to use other faculty members, including adjunct instructors, to teach on-line courses and student enrollments exceeding those that the Association member owning the copyright is neither permitted nor able to accommodate.
- J. An Association member who has developed a course and who owns the copyright to the course material may be invited by the Administration to share his/her course material--- including syllabi, tests and other support material—with other faculty members, full time or adjunct, and to provide mentoring. Whether or not the Association member does so will be entirely his/her decision.

If an Association member elects to share course material and to provide mentoring, the member shall be compensated as follows:

1. For the first semester that a new faculty member (full time or adjunct) is mentored, the Association member doing the mentoring shall receive a stipend of \$240.
 2. When an adjunct instructor is teaching the course and is receiving course materials and other support from the Association member owning the copyright to the course materials, the copyright owner will be compensated at the rate of 5 percent of the total tuition as of the 10-day count.
 3. The compensation specified in (1) above also applies if a full-time instructor is being mentored, but only for one semester.
- K. Original Association member ownership of developed on-line courses shall expire two years after the original development of the course unless the Association member who developed the on-line course updates the course materials.
- L. Association members shall notify the Department Chairperson if they intend to permit more than 20 students in their on-line courses and how many students above 20 they shall permit to enroll. Such notification shall take place 60 days prior to the start of the semester. (See Letter A, above)

Article XVII
Duration of Agreement

This Agreement is effective from July 1, 2010, and shall continue in effect until June 30, 2014, unless the Association and the Board mutually agree, in writing, to an extension of its duration.

For the Board

For the Association
(Teachers, Librarians and Counselors)

Chairperson, Board of Trustees

President, Education Association

President, Atlantic Cape Community College

Chairperson, Association Bargaining Team

Date of BOT Approval: **October 6, 2011**

Date of Ratification: **September 22, 2011**

Appendix I
Association Hiring Salary Ranges

(As agreed to by the parties)

2010-2011

Instructor			\$43,877 – 69,150
Assistant Professor	Counselor I	Librarian I	\$50,653 – 80,000
Associate Professor	Counselor II	Librarian II	\$56,910 – 91,051
Professor	Counselor III	Librarian III	\$67,391 – 107,837

2011-2012

Instructor			\$44,864 – 70,705
Assistant Professor	Counselor I	Librarian I	\$51,793 – 81,800
Associate Professor	Counselor II	Librarian II	\$58,191 – 93,099
Professor	Counselor III	Librarian III	\$68,907 – 110,264

2012-2013

Instructor			\$45,762 – 72,120
Assistant Professor	Counselor I	Librarian I	\$52,829 – 83,436
Associate Professor	Counselor II	Librarian II	\$59,354 – 94,961
Professor	Counselor III	Librarian III	\$70,285 – 112,469

2013-2014

Instructor			\$46,677 – 73,562
Assistant Professor	Counselor I	Librarian I	\$53,886 – 85,105
Associate Professor	Counselor II	Librarian II	\$60,541 – 96,861
Professor	Counselor III	Librarian III	\$71,691 – 114,718

Appendix II Promotion Increments

Promotion from Instructor to Assistant Professor shall be awarded the base of the salary range for Assistant Professor or 5 percent of Association member's base salary, whichever is greater.

Promotion from Assistant Professor, Counselor I or Librarian I to Associate Professor, Counselor II or Librarian II shall be awarded the base of the salary range for Associate Professor, Counselor II or Librarian II or 5 percent of Association member's base salary, whichever is greater.

Promotion from Associate Professor, Counselor II or Librarian II to Full Professor, Counselor III or Librarian III shall be awarded the base of the salary range for Full Professor, Counselor III or Librarian III or 5 percent of Association member's base salary, whichever is greater.

If a promotion in rank is achieved by June 1, of any year, summer pay for that year will be based upon the new higher rank. Promotions given during the year shall be prorated.

Promoted Counselors and Librarians shall be compensated at the amounts listed above or to the base of the new classification, whichever is greater.

Appendix III Compensation

A. Salary Increases

There shall be no red lining (adherence to range maximum of salaries) through June 30, 2014. Association members shall receive the following base salary increases:

1. 1,544 effective July 1, 2010
2. 2.25 percent effective July 1, 2011
3. 1,294 effective July 1, 2012
4. 2.0 percent effective July 1, 2013

B. Independent Study Compensation

Association members supervising independent study students shall receive \$50 per credit for each student supervised. A member shall not supervise more than five such students per semester. Independent study supervision shall be voluntary and shall not count toward the member's normal 15-hour teaching load.

C. Counseling Staff Overtime Rate

The overtime rate shall be \$24 per hour.

D. Cooperative Education Instructional Stipend

Association members supervising cooperative education courses shall receive \$45 per student credit hour. Such supervision shall be voluntary and shall not count toward the member's normal 15-hour teaching load.

E. Overload Pay Schedule: Fall, Spring and Interim Sessions

Per contact hour

2010 - 2014 rates

Instructor			\$724
Assistant Professor	Counselor I	Librarian I	\$799
Associate Professor	Counselor II	Librarian II	\$824
Professor	Counselor III	Librarian III	\$849

F. Overload Pay Schedule: Summer Sessions

Per contact hour

2010 - 2014 rates

Instructor			\$739
Assistant Professor	Counselor I	Librarian I	\$814
Associate Professor	Counselor II	Librarian II	\$839
Professor	Counselor III	Librarian III	\$864

G. Coaching Stipends

Association members shall earn the following stipends for coaching.

Level	Sport	Stipend Amount
Coach I	Basketball (men & women) Baseball, Soccer, Wrestling, Archery, Softball	\$2,500
Coach II	Volleyball, Golf, Tennis (men & women)	\$1,300
Coach III	Cross Country	\$850

Association members serving as assistant coaches shall earn 50 percent of the coach stipend.

H. Student Publications

Newspaper Adviser: Three-contact hour reduced load plus \$602 each semester.
Overload teaching only upon the request of the CAO.

Yearbook Adviser: \$1,095

I. Hiring Ranges

Hiring ranges shall increase by 3.50 percent each year of the Agreement. While the parties have agreed to allow that language to remain as part of this 2010-2014 Agreement, it shall not be applied. Rather, during the life of this Agreement (July 1, 2010 -June 30, 2014), hiring range increases will match salary increases. Whether or not the 3.50 percent language will continue after the expiration of this Agreement will depend upon the outcome of negotiations for a successor Agreement.

J. Degree Incentive

Upon completion of an earned doctorate from an accredited institution of higher education, Association members shall receive a \$500 base salary increase. This is a one-time only benefit. Payment shall be effective at the time of Board ratification for Association members already in possession of an earned doctorate.

Payment of this incentive shall not be retroactive to the date the Association member earned the degree. The Association member must submit copies of his/her diploma and transcript prior to payment of incentive. Newly hired Association members shall receive this incentive, if applicable, after one year of full-time service.

References

This reference material is published as a convenience and has not been the object of negotiation by the parties.

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REFERENCE I
TEACHER EVALUATION SUMMARY

This form shall be completed by the appropriate Department Chairperson in the fall semester for non-tenured teachers and each year for tenured faculty applying for promotion, and for tenured faculty every fifth year.

All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: _____ Date: _____

Rank: _____ Dept: _____

Evaluation by: _____

Title: _____

Evaluation for: retention fourth-year evaluation promotion

recommended not recommended

1. Teaching effectiveness: satisfactory () needs improvement ()

Remarks:

Reference I
Page 2

2. Professional Growth: Satisfactory () Needs Improvement ()

Remarks:

3. Contributions to the College and responsiveness to College needs:
Satisfactory () Needs Improvement ()

Remarks:

Supervisor's Signature

Teacher's Signature

Date

Date

REFERENCE II
TEACHER SELF-EVALUATION FORM

This form shall be completed by non-tenured teachers once a year and by teachers applying for promotion.

NAME _____ DATE: _____

RANK _____ DEPT: _____

1. Teaching Effectiveness:

Reference II
Page 2

2. Professional Growth

3. Contribution to the College and Responsiveness to College needs:

Supervisor's Signature

Teacher's Signature

Date Received

REFERENCE III
COUNSELOR EVALUATION SUMMARY

This form shall be completed by the appropriate Director each semester for first, second, third, fourth, and fifth-year counselors; each year for multiple-year contract counselors applying for promotion; and in the year prior to each five-year renewal. All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: _____ Date: _____

Rank: _____ Dept: _____

Evaluation by: _____

Title: _____

Evaluation for: retention fourth-year evaluation promotion
 recommended not recommended

Key: (1) Exceeds performance expectations

(2) Fully meets performance expectations

(3) Adequately meets performance expectations

(4) Barely meets minimum requirements

(5) Unsatisfactory - Does not meet requirements

I. Counseling Effectiveness

A. Career Counseling

Demonstrates skills in areas of career planning, vocational decision-making, vocational assessment, goal setting, and values clarification while demonstrating an awareness of developmental issues affecting career development. Also demonstrates knowledge of job market information and job placement.

Rating _____

Comments _____

B. Academic Planning and Advisement

Demonstrates skills in correlating career goals with appropriate academic preparation. Demonstrates knowledge of College academic programs, proper course sequencing, course content, course relation to career goal and academic discipline, course relation to upper division transfer, and need for basic skills or other prerequisites.

Rating _____

B. Academic Planning and Advisement (cont'd)

Comments _____

C. Personal Adjustment to College Life

Demonstrates skills in time management, organizing like priorities, utilizing internal and external referrals, developing interpersonal skills, enhancing student self-awareness, and assisting students to come to terms with internal development and external environmental changes.

Rating _____

Comments _____

D. Counseling Students with Special Needs

Demonstrates skills in being able to respond to students with special needs (e.g. returning adult students, disadvantaged students, handicapped students, veterans, etc.). Rating _____

Comments _____

- E. Human Development Counseling
(Human potential, self-concept development, human relations)

Rating _____

Comments _____

- F. College Transfer Counseling

Demonstrates skills and effective knowledge base regarding upper division academic programs and courses, transferability of Atlantic Cape courses and programs, and use of transfer resource materials.

Rating _____

Comments _____

G. Effective Interviewing Skills

Demonstrates skills in listening, focusing on real issues differentiating presenting issues from substantial issues, and interview termination skills.

Rating _____

Comments _____

II. Professional Development

Relevant professional development activities in which counselor's participation has related to growth in professional performance.

Rating _____

Comments _____

III. Contributions to the College

Specific activities, functions, and commitments in which counselor actively participates that contributes to the enhancement of the College community.

Rating _____

Comments _____

Counselor's Signature

Supervisor's Signature

Date

2. Professional growth:

Satisfactory () Needs Improvement ()

Remarks:

3. Contributions to the College and responsiveness to College needs:

Satisfactory () Needs Improvement ()

Remarks:

Supervisor's Signature

Date

Librarian's Signature

Date

REFERENCE VI
LIBRARIAN SELF-EVALUATION FORM

This form shall be completed once a year by first, second, third, fourth, and fifth-year librarians and once a year by multiple-year contract counselors applying for promotion.

Name: _____ Date: _____

Rank: _____ Dept: _____

Librarian Effectiveness:

Reference VI
Page 2

2. Professional Growth:

3. Contributions to the College and responsiveness to College needs:

Supervisor's Signature

Librarian's Signature

Date Received

REFERENCE VII
TEACHERS' MINIMUM QUALIFICATIONS FOR PROMOTION

1. An instructor may be promoted to the rank of Assistant Professor if he/she has a master's degree and has taught full time at least three years at Atlantic Cape.
2. An Assistant Professor may be promoted to the rank of Associate Professor if he/she has a master's degree, has 10 years of full-time teaching experience or the equivalent with at least seven at the collegiate level, and has been an Assistant Professor at Atlantic Cape for at least five years.
3. An Associate Professor may be promoted to Professor if he/she has a master's degree, has 15 years of full-time teaching experience or the equivalent with at least 10 at the collegiate level; and has been an Associate Professor at Atlantic Cape for at least five years.

Teachers eligible to teach in documented career programs may equate non-college professional, educational, business or vocational experience years with academic credentials, at the discretion of the College.

The holder of an earned doctorate will be credited with two equated years of full-time teaching for the purpose of minimal qualifications for promotion.

Approved leaves of absence for professional activity or for the good of the College will be counted toward the teaching experience for each of the above ranks with the approval of the CAO.

Two years of non-college professional, educational, or business experience equals one year of teaching experience at the collegiate level, at the discretion of the College.

At the discretion of the College, unusual circumstances may result in the waiving of experience-related criteria when hiring.

REFERENCE VIII
COUNSELOR/LIBRARIAN MINIMUM QUALIFICATIONS FOR PROMOTION*

Counselor/Librarian I

Master's degree in Counseling/Library Science with no experience, or equivalent.

Counselor/Librarian II

Master's degree in Counseling/Library Science or related field, plus a minimum of three years counseling/library experience, or equivalent.

Counselor/Librarian III

Master's degree in Counseling/Library Science plus a minimum of 10 years full-time counseling/library experience (with at least seven at collegiate level and at least five at Atlantic Cape) or equivalent.

* Advanced degree academic qualifications for counselors are as follows:

1. Master's degree in Counseling, and/or
2. Master's in Student Personnel Services, and/or
3. MSW and/or
4. Master's in Psychology.

The holder of an earned doctorate will be credited with two equated years of full-time teaching for the purposes of minimal qualifications for promotion.

Two years of non-college professional, counseling, education, library or business experience equals one year of experience at the collegiate level, at the discretion of the College.

Approved leaves of absence for professional activity or for the good of the College will be counted toward the teaching experience for each of the above ranks with the approval of the CAO.

REFERENCE IX
PROMOTION INTEREST FORM

TO:

FROM:

SUBJECT: Promotion - Preliminary Application

This is to inform you of my intention to apply for promotion by Sept. 15, 2____. According to the provisions stated in Article IX of the Master Contract, effective academic year _____.

Date hired _____

Date last promoted _____

Present rank _____

Years¹ at present rank _____

Years¹ full-time teaching experience³ _____

Years¹ full-time teaching experience
at college level³ _____

Years² full-time teaching equivalence _____

Date of all past contractual satisfactory
yearly evaluations _____

Signature

Date

NOTE: To be given to your supervisor(s) on or before April 30 (Spring prior to the promotion year)

cc: Chief Academic Officer

¹Not including this academic year.

²Explain in detail on reverse side.

³List on reverse side. Include employer, dates and title or duties.

REFERENCE X
CRITERIA FOR PROMOTION

The following criteria will be considered in addition to the criteria indicated in the faculty job description in the Policies and Procedures Manual. For promotion to a higher rank only those activities performed since the previous promotion will be considered. The level of performance will be consistent with that achieved for the previous promotion.

I. Teaching Effectiveness

Displays effective teaching in ways such as the following:

- A. Evidence of active student engagement, intellectual inquiry, and cogent discourse documented through class observations of teaching.
- B. Use of effective instructional strategies as documented in class observations.
- C. Learning objectives and outcome assessments are aligned and clearly stated on syllabus.
- D. Documented or demonstrated activities that assist student learning outside of the classroom.

II. Professional Growth

Demonstrates professional growth in ways such as the following:

- A. Gives evidence of professional activity, such as:
 - 1. Providing evidence of a combination of professional activities such as:
 - a. attending professional meetings as an active participant and formally sharing the findings with the faculty
 - b. organizing a professional meeting;
 - c. a presenter at a conference;
 - d. serving as a panelist at a meeting;
 - e. serving as moderator/facilitator, recorder, editor, etc.;
 - f. holding an office in a professional organization;
 - g. serving on or chairing an organizational committee.
 - 2. Providing evidence of a combination of scholarly activities such as:
 - a. publishing articles in professional journals or exhibiting recognized works of art;
 - b. submitting manuscripts;

- c. preparing reports on research;
- d. completing or demonstrating sufficient progress towards earning an advanced degree e.g. PhD, EdD, JD, or second Masters;
- e. completing several courses, workshops or colloquia to enrich pedagogical or discipline knowledge;
- f. conducting a study of scholarly value;
- g. serving as a guest lecturer or artist in residence.

3. Subscribing to professional journals

- B. Takes courses and/or participate in workshops, seminars, or colloquia that enrich his/her knowledge of his/her discipline and/or contribute to effectiveness of teaching.

III. Contributions to the College and Responsiveness to College Needs

Examples are:

- 1. Evidence of committee service resulting in suggestions/proposals for new procedures or studies.
- 2. Chairing a committee.
- 3. Documented evidence of service to a department or organizational unit..
- 4. Advising student clubs or organizations.
- 5. Conducting a workshop or other college activity.
- 6. Performing speaking engagements on behalf of the College.
- 7. Shares teaching materials and innovative techniques with colleagues.
- 8. Proposing and implementing new programs and courses.
- 9. Influencing the implementation of improved or revised administrative strategies.
- 10. Provides leadership in the identification and implementation of grant opportunities.
- 11. Provides direct support in the writing of grant proposals that support the academic mission of the college

REFERENCE XI
RETRAINING POLICY

- 1. It is the policy of Atlantic Cape to promote educational excellence through the development of programs that serve our common interest in increasing both institutional flexibility and faculty security. This policy will be implemented by offering various alternatives to tenured faculty whose appointments might otherwise be terminated due to diminution of enrollments in their area.
- 2. Based upon available data and his or her best professional judgment, the CAO shall annually prepare and distribute to the campus a list of academic and administrative areas in which:

- a. position vacancies exist or are projected to exist
- b. teaching is being conducted by adjunct or overload faculty

This list shall be used as a basis for considering faculty retraining and related opportunities, but shall not be binding on the administration.

3. The CAO shall prepare and distribute to the campus an analysis of the minimal acceptable ratio between student credit hours and FTE faculty for each area. Areas dropping below their minimal acceptable level will be considered over staffed.
4. When diminution of enrollment in an over staffed area is, or is projected within a year to be, of such magnitude that, even after taking all other appropriate personnel actions the termination of one or more tenured faculty members is indicated, the CAO shall immediately inform the affected area and arrange a meeting of the area faculty to discuss the situation. At this meeting the CAO shall review the enrollment data, identify the faculty member(s) at risk based on seniority, and discuss with the division the alternatives to an involuntary reduction in force. The purpose of these alternatives is to reduce the number of faculty in an over staffed area through voluntary action. Therefore, the alternatives shall be made available not only to faculty at risk, but, at the discretion of the CAO, to other tenured faculty in the division as well.
5. The alternatives offered to faculty at risk (or to other tenured faculty at the discretion of the CAO) are:
 - a. crossover teaching
 - b. departmental reassignment

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- c. half-time appointment
 - d. relocation leave.
6. Crossover Teaching refers to the partial reassignment of a faculty member to teach, administrate or perform alternate responsibilities in an area identified on the annual list prepared by the CAO while retaining seniority in their original areas. Consideration for crossover assignment is initiated by the faculty member by indicating interest in writing to the CAO and arranging a meeting with the appropriate administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the crossover field. Based upon this evaluation, the dean shall make one of three recommendations to the CAO:
- a. immediate assignment to crossover teaching based upon appropriate credentials indicating the ability to offer instruction or service of high quality in the courses assigned, or
 - b. assignment to crossover teaching after completion of a program of additional academic or other preparation according to a schedule mutually agreed upon by the faculty member and the dean. If necessary, the College shall provide up to one-half released time for one semester and \$600 of graduate tuition assistance, or
 - c. no crossover assignment due to lack of appropriate background.

The final decision shall be made by the CAO. Each division chair shall be responsible for establishing a program of evaluation and improvement of instruction of a crossover teacher during the first two years of the new assignment.

7. Reassignment refers to the moving of a faculty member in an over staffed area to an area identified on the annual list prepared by the chief academic officer. Consideration for reassignment is initiated by the faculty member by indicating interest to the CAO in writing and arranging a meeting with the appropriate administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the new area. Based upon this evaluation, the dean shall make one of three recommendations to the CAO.
- a. Immediate reassignment of the faculty member to the new area or position based upon credentials evaluated as equivalent to those required for initial appointment to the area and reflecting ability to offer instruction or service of high quality, or

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- b. Reassignment to the new area after completion of additional academic work or other preparation according to the schedule of a retraining program mutually developed by the faculty member and dean and approved by the CAO. The institution will support such retraining through the granting of a retraining leave of up to one year in length at half salary, or
- c. No reassignment possible since no retraining program could be accomplished in a year that would permit the faculty member to develop a level of competence equal to that required for appointment to the area and the offering of instruction of high quality.

The final decision shall be made by the CAO. The Dean shall be responsible for establishing a program of evaluation and improvement of instruction of a reassigned faculty member during the first two years of the new assignment.

- 8. Half-time appointment refers to the resignation of a faculty member from a tenured position for the purpose of entering into term contract of no more than two years of half time employment at the institution. The faculty member shall submit his/her letter of resignation and simultaneously receive a contract at a level of compensation including salary and fringe benefits equal to 100% of that of a full-time faculty member. The annual workload of a half-time appointment may be accomplished by one semester a year. The request for half-time appointment is initiated by the faculty member and submitted in writing to the CAO, who shall make a recommendation to the President after consulting with the dean. The final decision shall be made by the President.
- 9. Relocation leave refers to the resignation of a tenured faculty member for the purpose of pursuing professional or other interests leading to employment opportunities outside Atlantic Cape . Relocation leaves shall be for one semester at full pay, or two semesters at half pay as mutually agreed upon by the faculty member and the institution. If a faculty member wishes to enroll in a program at Atlantic Cape during this leave period, attendance shall be tuition free for the duration of the program provided adequate progress is maintained. Requests for relocation leave shall be initiated by the faculty member and submitted to the CAO who shall make a recommendation to the President after consulting with the dean. The final decision shall be made by the President.
- 10. At the discretion of the College the alternatives contained in this procedure shall be available to tenured faculty members at risk and to tenured faculty members not at risk in an over staffed area.