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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

SEPTEMBER 1, 1973 THROUGH AUGUST 31, 1975

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE

This agreement entered into this _____ day of _____, 1973, by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Ocean County College Faculty Association hereinafter called the Association.¹

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time professional personnel presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, full professors, counselors, librarians, and all those not listed on the accompanying list entitled "Schedule A". The terms faculty and/or professor(s) as used herein shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

B. The right of the Association to negotiate any or all of the positions described in the accompanying Schedule A shall not be compromised by anything in the present agreement. Such negotiations shall take place without regard to the 1973-75 agreement. Any changes in Schedule A shall become effective at the expiration of this contract.

SCHEDULE A

President	Director of Counseling
Dean of Administrative Services	Director of Financial Aid and Placement
Dean of Instruction	Assistant Director of Financial Aid and Placement
Dean of Students	Computer Programmers
Dean of Business and Financial Affairs	Computer Systems Analysts
Director of O.C.I.N.	Educational Development Specialist
Director of Personnel	Director of Community Affairs
Assistant Director of Personnel	Coordinator of Publications

¹ New agreements and revisions to existing agreements are in italics.

Director of Accounting	Accountant
Director of Purchasing and Support Services	Assistant to the Director of Admissions and Records
Chairmen of Departments	Director of Management Information Systems
Associate Deans	Coordinator of College Applications
Assistant Deans	Coordinator of Public School Applications
Director of Community Education	Director of Student Activities
Director of Admissions and Records	Director of the Learning Resources Center
Assistant Director of Admissions and Records	Superintendent of Buildings & Grounds
Assistant to Director of Student Activities	Assistant to Dean of Administrative Services

ARTICLE II

NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of Ocean County College.

B. Any agreement so negotiated should be reduced to writing and shall be presented to the Board and the Association for their approval. No such agreements shall be negotiated with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

C. The Trustees shall make available to the Association information regarding Ocean County College including a complete list of the names, professorial ranks, positions or titles, salaries, and years of service of every person covered by this Agreement. As soon as a preliminary college budget has been prepared, each year, the Trustees shall inform the Association or its representative of the tentative budget for the next fiscal year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Nor shall either party have more than seven persons in attendance at any one negotiation session. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations; subject however, to approval by the Board and the Association.

E. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such

amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

F. 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 Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

G. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

H. The Board and Association shall deliver to each other their original proposals for subsequent agreements no later than October 1 of each year.

I. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than January 15.

J. Details under discussion and agreements tentatively reached shall be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements shall be released for publication.

K. Deviations from this contract require the approval of both parties to this agreement.

ARTICLE III

ASSOCIATION AND PROFESSORS' PRIVILEGES

A. The Association and its representatives shall be permitted to use appropriate college facilities for meetings; such meetings shall be arranged through existing scheduling procedures. No charge shall be made for the Association's use of appropriate college facilities.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, under conditions which do not interfere with the normal educational process.

C. The Association shall be permitted to use college facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. The Association shall reimburse the college for all consumable supplies used in the transaction of Association business. The Association shall not request the help or assistance of any clerk or secretary during normal working hours.

D. The Association shall be permitted to post notices of its activities and matters of Association concern on professor bulletin boards. The Association may use the college mail boxes for communications to professors, including faculty-wide distribution.

E. The Board agrees to furnish to the Association's representative, upon request, all available public information concerning the professional staffing and financial resources of the college.

F. No individual represented by the Association as defined in Article I paragraph A shall be transferred or his position reclassified without prior notification of the individual concerned in which case consideration will be given for a position equivalent in salary and rank.

G. Individual personnel files shall be open to the individual professor within a reasonable amount of time, upon request. The professor shall have the right to examine all documents except outside confidential recommendations and confidential medical records. He may have reproduced anything in his file except those items stated above, official transcripts, and anything prohibited by law. In addition to the above, the following things shall be in the folder:

1. Copies of all internal evaluation reports and recommendations concerning the professor's professional competence.
2. Copies of all annual contracts and tenure contracts where applicable.

A professor who exercises his right to examine his file may be accompanied, if he wishes, by a representative of the Association. All evaluations, recommendations, etc., in a Professor's file must be signed by the issuing authority. A professor must be notified whenever any negative material regarding his health or teaching performance is placed in his folder. A Professor's file shall be kept open and available during the processing of any grievance.

H. An Association representative shall have the right to appear and be heard at any Public Board Meetings.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Association members may request dues deduction pursuant to New Jersey State Law for any or all of: Faculty Association of Ocean County College, Association of New Jersey College and University Professors, and National Faculty Association of Community and Junior Colleges. Such authorizations shall continue in effect until such authorization is formally revoked in writing by the professor and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Faculty Association of Ocean County College within 15 days of the end of the month for which dues are deducted.

ARTICLE V

CONDITIONS OF EMPLOYMENT

The following employment conditions regarding load shall be in effect:

I. Basic Load

A. Full-time Faculty - those who carry a maximum load, as defined below and who work the complete academic year.

1. Teaching Faculty

- a. A maximum of fifteen (15) semester credit-hours for each semester, or a maximum of thirty (30) semester credit-hours per academic year.
- b. For Laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds ($2/3$) of a semester credit hour. *However, any Department Chairman is free to submit a proposal to the Dean of Instruction for changing credit granted the instructor for conceptual-type laboratories (see Appendix F for definition of conceptual laboratory) from 2/3:1 to 1:1, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.*
- c. Priority according to qualifications to teach courses involving extra pay.
- d. Shall not be required to teach within load in the evening when a full-time day schedule is available. Further, no faculty member shall be required to teach within load in the summer, or on the week-end within load.
- e. There shall be a maximum of eight (8) hours from the beginning of each professor's first class to the end of his last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the professor's last class on one day until his first class on the following day. This section shall apply only to courses within the professor's normal load. *The professor may, however, accept teaching assignments within normal load outside of these hour limits, at his discretion, should scheduling difficulties arise.*
- f. If, by mutual agreement, a professor is assigned thirty-one credits, the additional one credit shall be paid at the current overload rate. If the assignment totals thirty-two or more credits, the entire credit value of the course that caused the overload shall be paid at the current overload rate.
- g. Professors shall not be required to submit final grades any sooner than 48 hours after conclusion of each scheduled exam. *If the deadline falls on a faculty member's Sabbath, his deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday.*

2. Librarians

- a. A maximum 35 hours per week over five consecutive day period.
- b. Shall work no more than eight consecutive hours, including lunch period, in any day under normal conditions.

3. Counselors

- a. Counselors employed on a 10 month contract shall be available from September 1 through June 30, and perform appropriate duties as assigned.
- b. The normal work week for Counselors is 35 hours per week at 7 hours per day, excluding lunch or dinner breaks, except during registration and drop-add period when Counselors may be assigned additional hours as part of the normal work load.
- c. Work assignments may be arranged to accommodate graduate study, with the permission of the Director of Counseling, but in all cases the 35 hour work week must be satisfied.
- d. Counselors shall be entitled to 18.3 days of vacation leave between September 1 and June 30, and the scheduling of such leave shall be subject to the approval of the Director of Counseling.
- e. Counselors shall be entitled to Board-approved Administrative Holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.
- f. Counselors shall be compensated for approved additional work assignments in the Counseling Department, other than normal assignments noted in (b) above, in accordance with the overload rate for their respective academic ranks. Additional (overload) work assignments under the supervision of the Director of Counseling shall be first offered to appropriately qualified members of the Counseling Staff.

4. Committees

- a. A faculty member shall not be required to serve on more than two committees.

5. Full-time faculty shall assist in the college-wide advisement program.

II. Course Preparation

- A. A professor shall be assigned no more than three separate course preparations per semester within load.
- B. Each professor shall be given his tentative teaching schedule for the fall semester no later than June 1; and for the spring semester, no later than November 1. Professors teaching in the summer session shall be given their teaching schedules no later than April 15, subject to registration.

- C. Development, periodic review and revision of conventional courses of instruction are a normal part of the Professor's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated by released time or extra pay.

III. Office Hours

- A. Professors shall be available a minimum of five (5) scheduled hours per week for office hours. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students.

IV. Registration Period

- A. Professors shall be available, as required, for professional duty.

V. Sponsorship of Student Activities

- A. The advisement of all student clubs and organizations and the coaching of athletics shall be on a voluntary basis.
- B. The coaching of athletics and other paid advisory positions shall be compensated as overload.

VI. Attendance at College Functions

- A. The attendance of Professors will be required at all *appropriately scheduled departmental meetings*, all regular or emergency faculty meetings, convocations and commencements unless otherwise excused by the Administration. Reasons for absence may be required to be submitted in writing.
- B. Professors attending those functions for which academic attire is required shall have said attire furnished by the college at no charge.
- C. The Faculty Association and Administration will cooperate in determining responsibilities of professors during times of unacceptable demonstrations, as defined by policy.

VII. Academic Calendar

- A. The academic calendar shall be formulated, or revised, by the appropriate Faculty Committee and submitted to the faculty for recommendation to the Board of Trustees for approval. The current academic calendar shall be annexed to this agreement for information purposes only.

VIII. College Day

- A. The college day begins at 8:00 a.m. and ends at 10:30 p.m. Evening classes from 6:00 p.m. shall be assigned in accordance with Item I, A, 1, c, d, e, and f of this article.

IX. Secretarial Assistance

- A. The Board shall provide adequate secretarial service.

X. Faculty Facilities

- A. The Board shall make available adequate rest room and lavatory facilities exclusively for faculty use plus one or more rooms which shall be reserved for use as a faculty lounge, said lounge to be adequately furnished.

XI. Faculty Parking

- A. The Board shall provide adequate, lighted, paved parking facilities, properly maintained exclusively for faculty use at no charge.
- B. The Board may require parking decals for each faculty car but shall furnish same at no cost to all professors.
- C. Campus security officers shall not reprimand faculty for parking, driving, or other infractions, except through the Dean of Instruction.

XII. Safety

- A. Professors shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process, nor shall be required to work in rooms with temperatures below 60°.
- B. A registered nurse shall be on duty at all times the college is in operation with adequate facilities for emergency care.

XIII. Vacancies

- A. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty (via the college mail) prior to its publication elsewhere (during the academic year). Between semesters such notices shall be distributed by U.S. Mail. Such notices shall include a complete job description, including salary range, duties, responsibilities and a statement of required qualifications. Interviews for the open position will routinely be granted to college faculty prior to non-employees, providing their qualifications meet the requirements of the position and providing their applications are filed with the department announcing the vacancy within one week of distribution of the job notice during normal work periods or within two weeks of the postmarked date of such notice during summer vacation period.
- B. Administrative Vacancies
1. The Association shall appoint two (2) representatives to serve on an advisory committee to assist in the appointment of the Dean of Instruction and the Dean of Students.

- C. All applicants for such openings shall be notified via U.S. Mail of the disposition of their application prior to the publication of the name of the successful applicant.

XIV. Transfer

- A. A professor shall not be given an academic assignment in any area in which he has no formal preparation nor transferred to another department without mutual agreement between the professor and the Dean of Instruction.
- B. Any faculty member who assumes administrative duties and subsequently returns to professor status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption.

XV. Academic Freedom

- A. The professor shall have the unrestricted right to pursue and report the truth as he understands it, both as a teacher in his classroom and a citizen of his community.
- B. The Faculty Association and Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A.

XVI. Faculty Handbook

- A. The faculty handbook and changes in the faculty handbook shall be developed jointly by the Administration and the Association.

XVII. Field Trips and Faculty Travel

- A. A field trip shall be defined as an educational activity which requires students and/or faculty members to leave the campus.
 - 1. The college upon request shall supply transportation for all approved trips in accordance with policy. Faculty members shall not be required to use their own vehicles for such trips.
 - 2. The college shall provide auto liability insurance in accordance with state law.
 - 3. Faculty members are authorized to chauffeur students in college vehicles unless they lack the skill, or have some physical deficiencies that might endanger the passengers.

XVIII. Department Advisory Committees

- A. All members of a department, or an elected number of members from a department as determined by the Department Chairman, shall meet monthly with the chairman to serve as an advisory group on matters concerning terms and conditions of employment.

XIX. Personnel Cutback

- A. Should the College Administration feel the need to release tenured faculty members due to budgetary *exigencies*, *economic exigencies*, or *curriculum revisions*, affected faculty and the Faculty Association will be notified at least sixty (60) days prior to reaching a final decision, when possible.
- B. The Administration further affirms its willingness to meet with such affected faculty and interested parties for the purpose of exploring the nature of such cutbacks.

ARTICLE VI

FACULTY BENEFITS

A. Paid Absence

1. (a) Sick Leave

At the beginning of each school year, each professor shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the professor. The unused portion of such allowance shall accumulate pursuant to State Law.

(b) Years of Service Disability Benefits

For any prolonged illness beyond accumulated sick leaves, certified by an attending physician, the college agrees to pay the professor his regular salary on a scale related to his years of service with the college by the table following. Such payment shall cease on the date the first of the following events occur:

- (1) The professor returns to his regular duties.
- (2) The professor leaves the employment of the college.
- (3) Payments under this plan are received for a period of six months beyond the end of the employees current contract. (No payments are to be paid during the months of July and August.)

<u>Service</u>	<u>Remuneration</u>
First contract year	15% of contract salary
2 Contract years, or any part thereof	25% of contract salary
3 Contract years, or any part thereof	30% of contract salary
4 Contract years, or any part thereof	40% of contract salary
5 Or more contract years	50% of contract salary

In no event shall the College continue payments to a professor once he has commenced receiving payments under the TIAA, TPAF or PERS Disability Plan. In the event of such prolonged disability, substitute faculty shall receive remuneration beginning on the sixth consecutive work day of the faculty member's illness at a rate of pay equal to the current overload pay schedule.

2. Bereavement

Leave not to exceed four (4) days will be allowed for each death in the immediate family. Family is understood to mean father, mother, guardians, substitute parents, parents-in-law, siblings, siblings-in-law, wife, husband, children, stepchildren, or grandparents.

3. Personal Leave

Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in a professor's free time. Request for personal leave, other than for serious illness of a member of the employee's household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to be made directly to the Department Chairman.

4. Legal Leave

The faculty member shall be excused from work for jury service or if he appears as a witness in court. Such faculty member shall be paid his regular salary in addition to the fee he received for acting as a juror or witness.

5. Extended Leave

A professor may request extended leave for any of the above causes, in those cases where conditions warrant it.

6. Sabbatical Leave

Sabbatical leave is a plan for improving the college program through improvement of its faculty. Such leave could be granted for the purpose of study, research, travel, or for such other reasons that might contribute to the professional growth of the faculty member. All requests for sabbatical leave must be approved by a majority of all members of a committee consisting of three (3) faculty members and three (3) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the college.

All members of the faculty shall be eligible for sabbatical leave within the following limitations:

- a. A faculty member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College.
- b. Upon return from such leave, a professor shall not again be eligible until he has completed at least six additional years of employment at Ocean County College.
- c. Sabbatical leaves are to increase a faculty member's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.
- d. Sabbatical leave may be granted for either one-half year at full salary, or one full year at half salary.
- e. Acceptance of a sabbatical leave obligates the recipient to return to service for at least *two years*, or reimburse Ocean County College for all salary paid during the period of leave.
- f. A recipient of sabbatical leave retains all rights as though he were in regular employment, such as: promotion; retirement benefits; medical insurance; and tenure rights.

B. Admission to Courses

1. Faculty members shall be granted free tuition and fees for any courses offered by the college.
2. Faculty dependents (husband, wife, and children *and those individuals for whom the faculty member is a legal guardian and for whom the faculty member is eligible to claim dependency status of the individual on his current Internal Revenue Service annual income tax return*) are to be granted free tuition and fees for any courses offered by the college. A maximum of sixty (60) credit hours, or the required course load of two full-time students, may be taken by a faculty member's dependents in any one academic year.

C. Professional Improvement

1. Upon recommendation by the Department Chairman faculty schedules will be arranged, wherever feasible, to allow faculty members to attend classes at other institutions of higher education at the faculty member's own expense.
2. A faculty member may secure an interest-free loan against his current year's salary for the purpose of pursuing additional graduate study. A maximum of five per cent (5%) of the faculty member's current year's salary may be owed at any one time. Such advances may be made only during the period when the faculty member is actively employed and shall be limited to two such advances during an employment year.

The total amount advanced shall be repaid by equal salary deductions over the balance of the faculty member's current year contract. Upon termination of a faculty member's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his final salary check.

D. Insurance Programs

1. Group Health Insurance

The Board shall provide without cost to the professor full-family, health-care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.

E. College Bookstore

All faculty members shall be given a ten percent (10%) discount on all purchases in the College Bookstore for their own personal use.

F. Maternity Leave

A professor shall be entitled to maternity leave without pay. The professor will notify in writing the appropriate Dean as soon as possible of the anticipated beginning and ending dates of such leave. A professor will not begin teaching a semester during which she anticipates delivery. In the event of complications as certified by a physician at any time during the pregnancy, maternity leave may be granted immediately upon request but normal teaching duties cannot be resumed until the following September 1st should this leave exceed a period of three working weeks. All maternity leaves shall expire on the September 1st following the passage of one full year from the date the leave commenced.

G. Payroll Savings Plan

College will provide an opportunity for payroll savings deductions in accordance with NJSA 40:11-26 "Compensation of persons holding public office or employment: Deductions". All deductions shall be remitted monthly in the name of the faculty member and in accordance with details to be arranged by the College and Mon-Oc Teachers Federal Credit Union. This payroll savings program shall replace all existing savings deduction plans presently in force.

H. Dental Health Plan

The Administration agrees to make payroll deductions for premiums for Dental Health Insurance if the Faculty Association is successful in arranging such a plan and if the Association is further able to enroll the number of employees required by such a plan. The premium cost of such coverage is to be borne solely by the insured individual employee subscribers.

ARTICLE VII

GRIEVANCE PROCEDURE

A grievance is a claim, by a faculty member, of violation of this contract, hereinafter referred to as "Grievant". In the event that a faculty member believes that he has a basis for a grievance, he shall:

1. First, informally discuss the grievance with the Department Head or appropriate administrator.
2. If, as a result of informal discussions with the Department Head, or administrator, a grievance still exists, the grievant may invoke the following formal grievance procedure (in writing within fifteen (15) working days of the grievance, signed by the grievant). Copies of said complaint are to be filed with the Administrator, who is party to the grievance, as well as the appropriate Dean:
 - a. The Association, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate Administrator.
 - b. If the grievant feels that he has not received a satisfactory settlement of his grievance, he may then request a hearing on his complaint by the Administrative Grievance Committee appointed by the President of the College. The Committee shall render a decision, in writing, on the complaint within two (2) weeks.
 - c. In the event the decision rendered by the Administrative Grievance Committee does not resolve the grievance to the satisfaction of the grievant, he may appeal said decision to the President, or his designee, for the purpose of resolving the grievance. Such appeal shall be made within one (1) week from the date of the Administrative Grievance Committee's decision. The President, or his designee, shall indicate the disposition of the grievance, in writing, within two (2) weeks of receipt of said request for appeal.
 - d. If the grievant remains dissatisfied he may carry the grievance, in writing, to the Board of Trustees. The Board of Trustees, or its designee, shall review the complaint and render a decision on the grievance. The grievant shall be notified of the decision within two (2) weeks of the date of receipt of request for review by the Board of Trustees.
 - e. If agreement is not reached, the Association shall have the right to invoke binding arbitration.
3. The cost of any arbitration shall be borne by the Association and the Board equally.
4. No reprisals of any kind shall be taken against any faculty member or administrator for participating in any grievance.

5. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

6. A grievance may be withdrawn at any level by the grievant.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

A. The Board recognizes that the NEA Code of Ethics of the Education Profession as it appears in the Appendix is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of said Code of Ethics of the Educational Profession. Alleged breaches of discipline or of the NEA Code of Ethics of the Education Profession shall be promptly reported to the offending faculty member and to the Association. The parties will use their best resources to correct breaches of professional behavior by any faculty member and, in appropriate cases may institute proceedings against the faculty member.

B. Faculty members shall, at all times, be entitled to have present a representative of the Association at any meeting relating to his professional behavior with any member(s) of the Administration or the Board. When a request for such representation is made, no action shall be taken for a period of twenty-four (24) hours with respect to such faculty member so that a representative of the Association may be present.

ARTICLE IX

CONTRACTS, DISMISSALS, AND EVALUATIONS

A. Contracts:

1. Annual contracts shall be issued by March 1st, or within fifteen (15) days of the completion of negotiations. Those not receiving their employment contracts for the third or fourth year of employment shall be notified by December 15th.
2. Said contracts are to be signed and returned to the Board of Trustees within fifteen (15) days of issuance.
3. Each tenure professor shall receive an individual contract of continuing employment.
4. An individual's contract may be terminated by either party by giving sixty (60) days' notice, or earlier, upon mutual consent.
5. If an individual's contract is not to be renewed, he shall be given the opportunity to resign.

B. Evaluation:

Faculty evaluations shall be made by the Department Head, or appropriate Dean, at least once a year. A copy of this evaluation shall be given to the faculty member and discussed with him. If the evaluation is unfavorable, a subsequent evaluation shall be made within a month.

ARTICLE X

PROMOTION POLICY

A. Promotion Procedure

The following procedure will be followed in the promotion of faculty members:

1. Prior to December 15, all faculty who wish to be considered for promotion shall submit a memorandum to their department chairman, outlining their qualifications for promotion.
2. Prior to January 15, Department Chairmen shall counsel each Faculty member on his performance. Department Chairmen shall report recommendations to the Dean of Instruction. A copy of the written recommendation from the Department Chairman will also be sent to the faculty member.
3. The Dean of Instruction may request an interview with the faculty member. He will recommend promotions to the President, who will review the promotion with the Board of Trustees.
4. The Department Chairman will inform all applicants, in writing, of the disposition of their request for promotion *by April 30th*. Applicants whose requested promotions are denied may meet with the appropriate Dean or the President.

B. Minimum Promotion Criteria

The following minimum requirements must be satisfied as a condition of procedure (See Item A, 1 above).

1. Graduate Study, Professional Experience, and OCC Service.

Rank	Formal Education	Teaching or Related Exp.	OCC Service
Professor	Earned Doctorate	8 years	5 years
Associate Professor	Master's + 30*	6 years	3 years
Assistant Professor	Master's + 15*	4 years	2 years
Instructor I	Master's or Equivalent	2 years	---
Instructor II	Work on Master's program and/or appropriate experience	---	---

NOTE: Professional experience, acquired outside the classroom, related to the professor's discipline may be considered by the appropriate Dean as a substitute for the required graduate academic training for promotion purposes in career fields according to the following formula:

1. One year of related professional experience will be equated as five graduate credits for a total not to exceed twenty-five credits.
2. Twenty graduate credits will be granted for professional licenses such as P.E., A.I.A., C.P.A., and other similar licenses.
3. Ten graduate credits will be granted for each merit promotion achieved in a public agency in a field relevant to the professor's discipline.
4. Three graduate credits will be granted for every forty hours of relevant short courses, institutes, etc., successfully completed.
5. None of the foregoing substitutions for academic credit will serve in lieu of a required degree.

* Refers to graduate semester credits that are related to instructional objectives, as interpreted by the Dean of Instruction, for which the professor may be responsible. Courses taken as part of the program leading to an advanced degree for which a faculty member has matriculated will be deemed acceptable.

2. Evidence of outstanding achievement in one or more of the following:

Teaching effectiveness;
Contribution to instructional material or subject matter;
Service to students;
Service to the college;

Such evidence shall be verifiable by the Department Chairman, the appropriate Dean and the President.

3. Faculty members will not be automatically moved into the next rank when requirements for that rank are satisfied. Not more than thirty percent (30%) of the faculty members may hold the rank of Professor, and not more than fifty percent (50%) of the faculty members may hold the rank of Professor and Associate Professor.
4. All degrees and credits submitted for promotion must be earned at an institution accredited by a National or Regional Accrediting Board. Degrees and credits earned from State accredited institutions will be evaluated on their respective merits.

ARTICLE XI

PATENTS AND COPYRIGHTS

- A. To promote the professional improvement of the faculty, and at the same time, to protect the full rights of the inventor or author, the college

has the intent to provide an equitable means of sharing expenses and income. It is not the purpose of the college to seek, nor to encourage specifically, the development of patents or copyrights of commercial value or to engage in their exploitation.

B. Ownership to inventions, discoveries, writings or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:

1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of his claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Dean of Instruction or the Dean of Students, the Dean of Administrative Services, Department Chairman and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty.

The faculty shall submit to the President of the college, at the beginning of the year, a list of names of those desiring membership on such a committee. The Committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of Board shall be transmitted to the faculty member inventor/author in a timely manner.

2. Faculty who develop patentable or copyrightable materials resulting from work conducted during the normal course of employment by the college, or with the use of any direct cost resources of the college, or relating to any research or other project conducted by the college for an outside sponsor, shall be the joint property of the college and the faculty member unless either party releases all or part of its rights to the other. Prior to starting work on the preparation of such materials and/or prior to applying for a copyright or patent the faculty member and the college shall mutually agree to ownership rights and other special conditions.

Attached hereto and considered part of this agreement are the following Appendices:

Appendix A, A.A.U.P. Declaration of Academic Freedom

Appendix B, Code of Ethics of the Educational Profession

Appendix C, Salary Schedule 1973-74

Appendix C(1), Salary Schedule 1974-75

Appendix D, College Calendar 1973-74

Appendix E, Equal Employment Opportunity

Appendix F, Conceptual Laboratory

This agreement shall be effective from September 1, 1973 and shall continue in effect through August 31, 1975 unless the Association and the Board mutually agree in writing to an extension of its duration.

BOARD OF TRUSTEES

FACULTY ASSOCIATION

By: *Mark P. ...*
Chairman, Board of Trustees

By: *James B. Hubs*
President, Faculty Association

Date: *July 23, 1973*

Date: *July 20, 1973*

By: *Eileen M. Reid*
Secretary, Board of Trustees

By: *Albert Socol*
Member, Negotiating Committee

Date: *July 23, 1973*

Date: *July 19, 1973*

By: *Andrew J. Macdonald*
President, Ocean County College

By: *Eugene D. Boy*
Member Negotiating Committee

Date: *July 23, 1973*

Date: *July 19, 1973*

By: *Theodore H. Hall*
Chairman, Negotiating Committee

Date: *7/19/73*

APPENDIX A

A.A.U.P. Declaration of Academic Freedom

- A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that his is not an institutional spokesman.

APPENDIX B

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the NEA Representative Assembly, July, 1968

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ---

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator ---

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator ---

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator ---

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and that employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.

9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

APPENDIX C

SALARY SCHEDULE
1973-74

Rank	Incr.	0	1	2	3	4	5	6	7	8	9	10
Professor	744	15,102	15,846	16,590	17,334	18,078	18,822	19,566	20,310	21,054	21,798	22,542
Assoc. Prof.	612	12,680	13,292	13,904	14,516	15,128	15,740	16,352	16,964	17,576	18,188	18,800
Asst. Prof.	503	10,590	11,093	11,596	12,099	12,602	13,105	13,608	14,111	14,614	15,117	15,620
Instructor I	435	9,281	9,716	10,151	10,586	11,021	11,456	11,891	12,326	12,761	13,196	13,631
Instructor II	435	8,753	9,188	9,623	10,058	10,493	10,928	11,363	11,798	12,233	12,668	13,103

NOTES: 1. Each professor shall be advanced one step from his present position on the 1972-73 Salary Schedule. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative, shall give written reasons thereof to the professor concerned within 10 days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year, as an adjustment increment.

2. The salary of each professor shall be paid on a bi-weekly basis.

3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Professor	\$250
Associate Professor	\$245
Assistant Professor	\$235
Instructor I	\$230
Instructor II	\$220

(This salary agreement shall be subject to Internal Revenue Service approval, if same is deemed necessary.)

APPENDIX C(1)

SALARY SCHEDULE
1974-75

Rank	Incr.	0	1	2	3	4	5	6	7	8	9	10	11
Professor	744	15,706	16,450	17,194	17,938	18,682	19,426	20,170	20,914	21,658	22,402	23,146	23,890
Assoc. Prof.	612	13,187	13,799	14,411	15,023	15,635	16,247	16,859	17,471	18,083	18,695	19,307	19,919
Asst. Prof.	503	11,014	11,517	12,020	12,523	13,026	13,529	14,032	14,535	15,038	15,541	16,044	16,547
Instructor I	435	9,652	10,087	10,522	10,957	11,392	11,827	12,262	12,697	13,132	13,567	14,002	14,437
Instructor II	435	9,103	9,538	9,973	10,408	10,843	11,278	11,713	12,148	12,583	13,018	13,453	13,888

NOTES: 1. Each professor shall be advanced one step from his present position on the 1973-74 Salary Schedule. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative shall give written reasons thereof to the professor concerned, within 10 days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year, as an adjustment increment.

2. The salary of each professor shall be paid on a bi-weekly basis.

3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Professor	\$260
Associate Professor	\$255
Assistant Professor	\$245
Instructor I	\$240
Instructor II	\$230

(This salary agreement shall be subject to Internal Revenue Service approval, if same is deemed necessary.)

APPENDIX D

COLLEGE CALENDAR - 1973-74

Fall Semester

September 5, 6, 7	Registration
September 11	Convocation
September 12	Classes begin
September 12, 13, 14, 17, 18	Late registration & scheduling changes
September 15	Weekend classes begin
November 5	Issuance of Mid-Semester Reports to students
November 21, 22, 23, 24, 25	Thanksgiving recess
December 15	Weekend classes end
December 18	Classes end
January 2	Classes resume
January 5	Weekend classes resume
January 11	Classes end
January 12	Weekend classes end
January 14, 15, 16, 17, 18, 19	Examinations

Spring Semester

January 28, 29	Registration
January 31	Classes begin
January 31, February 1, 4, 5, 6	Late registration & scheduling changes
February 2	Weekend classes begin
March 25	Issuance of Mid-Semester Reports to students
April 6	Weekend classes end
April 10	Classes end
April 20	Weekend classes resume
April 22	Classes resume
May 18	Weekend classes end
May 24	Classes end
May 28, 29, 30, 31, June 1, 2	Examinations
June 12	Graduation

APPENDIX F

CONCEPTUAL LABORATORY Definition of Conceptual Laboratory

By conceptual is meant a laboratory that develops understanding of concepts and/or principles within the cognitive, as well as the affective domain.

1. Pre-Laboratory requires the instructor to:
 - a. prepare and test the "experiment"
 - b. write and continually revise the laboratory experiment instructions in accordance with changing course objectives and college goals, and to keep pace with scientific and technological advances
 - c. maintain and assemble the necessary materials and equipment
2. The laboratory session requires the instructor to:
 - a. prepare an introductory lecture that includes the purpose, method, and safety precautions
 - b. give the student help in taking the data, analyzing the data, drawing proper conclusions, and approximating errors
 - c. be available to carefully observe and supervise the student's use of the materials

PROPOSED CRITERIA FOR EVALUATION OF LABORATORY CLASSES

- I. Pre-Laboratory Preparation
 - A. Amount of time required for pre-laboratory preparation. List activities included. Specify time devoted to each activity.
 - B. Number of individual set-ups required during each lab session.
 - C. Time required to prepare and revise laboratory experiences.
- II. Laboratory Session
 - A. Does the lab require direct and constant supervision?
 1. Type of supervision and instruction required:

- a. Group instruction
 - b. Individual instruction
 - c. Demonstration Activity
2. a. Number of Technical Assistants
 - b. Number of Teaching Assistants
 - c. Number of Student Assistants

III. Post-Laboratory Activities

- A. Time and effort required for post maintenance of laboratory. For example, putting away and cleaning equipment, supplies, etc.
- B. Evaluation of weekly reports and assignments
 1. Evaluation must have an out-of-class or Laboratory time.
 2. Inventory catalogue and order or re-order supplies and equipment.
- C. Effort required to maintain laboratory. List specific items.

APPENDIX E

EQUAL EMPLOYMENT OPPORTUNITY

Ocean County College and the Faculty Association of Ocean County College agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and further, to affirmatively cooperate in the implementation of Presidential Executive Order #11246, as amended, its regulations and other lawful requirements intended to prevent any such discrimination.

REC'D
OCT 10 1963