

1984-1987

AGREEMENT

between

THE BOARD OF TRUSTEES  
OF ATLANTIC COMMUNITY COLLEGE

*Board of Trustees*

and

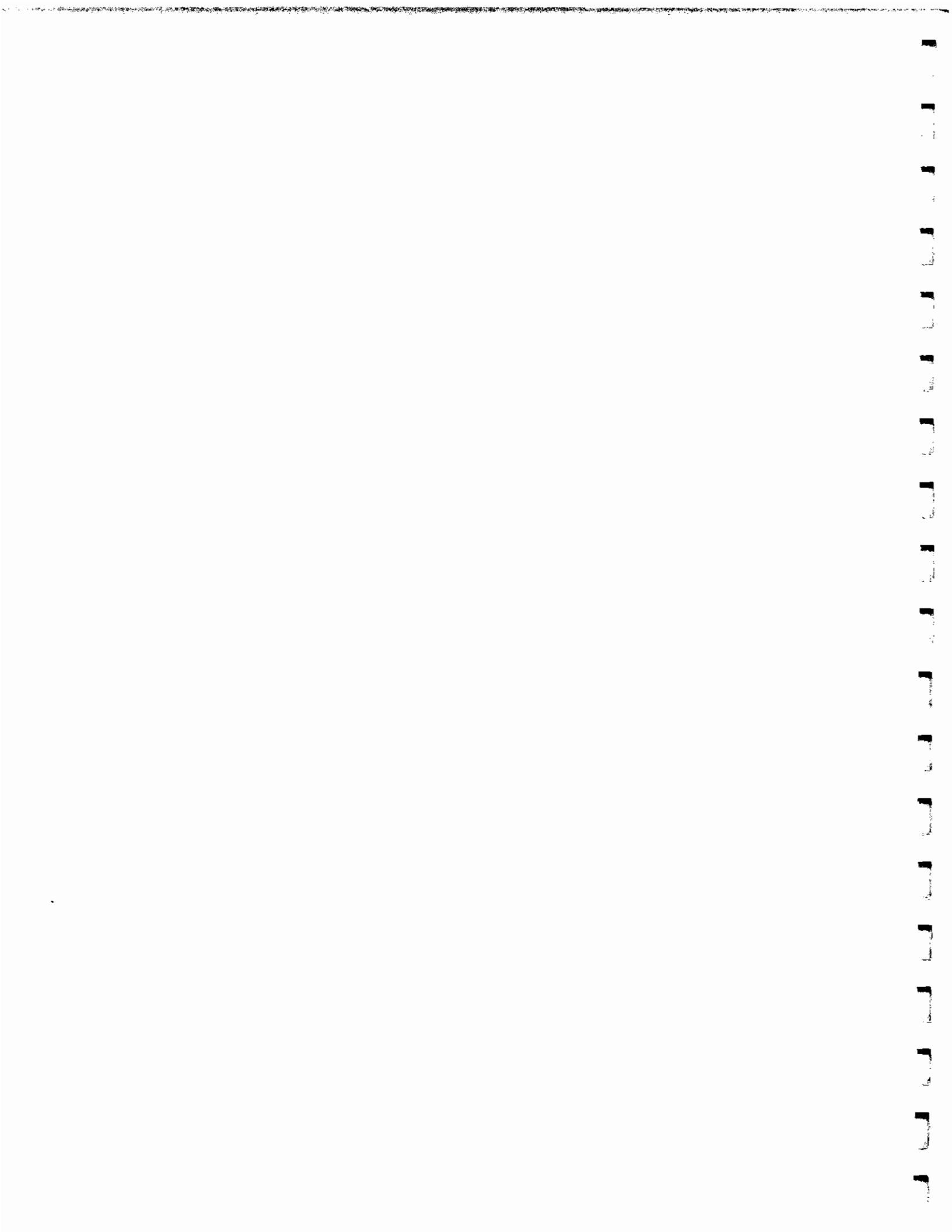
THE EDUCATION ASSOCIATION  
OF ATLANTIC COMMUNITY COLLEGE

LIBRARY  
Institute of Management and  
Labor Relations  
MAY 30 1985  
RUTGERS UNIVERSITY

THIS DOES NOT  
CIRCULATE



*\* July 1, 1984 - June 30, 1987*



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PREAMBLE

1. This Agreement entered into this 1st day of July, 1984, by and between the  
2. Board of Trustees of Atlantic Community College, hereinafter called the  
3. Board, and the Teacher, Librarian and Counselor Bargaining Unit of the  
4. Education Association of Atlantic Community College, Incorporated,  
5. hereinafter called the Association.

ARTICLE I

RECOGNITION OF UNIT

6.  
7.  
8.  
9. The Board hereby recognizes the Association as the exclusive and sole  
10. representative for collective negotiations concerning grievances and terms  
11. and conditions of employment for all full-time educators presently employed  
12. or hereinafter employed by the Board. The term educator, as herein used,  
13. shall apply to all full-time teachers, counselors, librarians and teachers  
14. with area coordinator responsibilities, except those having administrative  
15. and supervisory responsibility such as: department chairpersons, division  
16. chairpersons, director of counseling, and deans.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

17.  
18.  
19.  
20.  
21. The parties agree to enter into collective negotiations over a successor  
22. agreement in accordance with Chapter 123, Public Laws 1974, in a good  
23. faith effort to reach agreement on all matters concerning the terms and  
24. conditions of employment. Negotiations between the parties shall com-

1. mence at least one hundred and twenty (120) days prior to the budget  
2. submission date. Any agreement so negotiated shall apply to all members  
3. of the bargaining unit, be reduced to writing, ratified and signed by  
4. the Board and the Association, and be adopted by the Board.

5. B. Modification

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

8.

9.

ARTICLE III

10.

ASSOCIATION AND FACULTY RIGHTS

11.

A. Right to Organize

12.

Pursuant to Public Laws of 1974, Chapter 123, of the State of New  
13. Jersey, the Board hereby agrees that all full-time educators shall have  
14. the right freely to organize, join, and support the Association for the  
15. purpose of engaging in collective negotiations over terms and conditions  
16. of employment. As a duly appointed body exercising powers granted under  
17. the laws of the State of New Jersey, the Board undertakes and agrees  
18. that it will not directly or indirectly deprive, discourage, coerce, or  
19. harass any faculty member of the enjoyment of any rights conferred by  
20. this Act or other laws of New Jersey or the Constitutions of New Jersey  
21. and the United States; that it will not discriminate against any  
22. educator with respect to hours, wages, or any terms or conditions of  
23. employment by reason of his/her membership in the Association.

24.

B. Additional Rights

25.

Nothing herein shall be construed to deny or restrict to educators  
26. rights he/she may have under the General School Laws of the State of



1. New Jersey or other applicable laws and regulations, including those of  
2. the State Board of Higher Education. The rights granted to educators  
3. hereunder shall be deemed in addition to those provided by the law.

4. C. Just Cause

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

8. D. Notice and Representation

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

16. E. Academic Freedom

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

19. 1. The educator is entitled to full freedom in research and in the  
20. publication of the results, subject to the adequate performance of  
21. his/her other academic duties; but research for pecuniary return  
22. shall be based upon an understanding with authorities of the  
23. institution.

24. 2. The educator is entitled to freedom in the classroom in discussing  
25. his/her subject, yet he/she should be careful not to introduce into  
26.

1. his/her teaching controversial matter which has no relation to  
2. his/her subject.

3. The educator is a citizen, a member of the learned profession, and  
4. an officer of an educational institution. When he/she exercises  
5. rights as a citizen, he/she shall be free from institutional censor-  
6. ship or discipline, yet his/her special position in the community  
7. imposes special obligations. As a man/woman of learning and an edu-  
8. cational officer, he/she should remember that the public may judge  
9. his/her profession and his/her institution by his/her utterances.  
10. Hence he/she should at all times be accurate, should exercise appro-  
11. priate restraint, should show respect for the opinion of others, and  
12. should make every effort to indicate that he/she is not an institu-  
13. tional spokesman.

14. F. Information

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

20. G. Use of College Facilities

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

24. H. Use of College Property

25. Duly authorized representatives of the Association shall be permitted to  
26. transact official Association business on College property, provided

1. that such activity does not interfere with the operation of the College  
2. or the performance of their regular duties.

3. I. Use of College Equipment

4. The Association shall have the right to use College facilities and  
5. equipment, including typewriters, mimeographing machines, other dupli-  
6. cating equipment, calculating machines, and all types of audio-visual  
7. equipment at all reasonable times, when such equipment is not otherwise  
8. in use. Payment shall be made for any expendable supplies used for  
9. Association purposes and the Association shall be liable for damages to  
10. any equipment used for said purposes.

11. J. Notices and Mail

12. The Association shall have the right to post notices of its activities  
13. and matters of Association concern on educator bulletin boards; addi-  
14. tional boards, where needed, will be provided by the College at Associa-  
15. tion request. The Association may use the College mail service and  
16. educator mailboxes for communications, including educator-wide distribu-  
17. tion. Postage for external mail and all long distance calls shall be  
18. paid for by the Association.

19. K. Book Purchases

20. All educators may purchase books through the College Library Service.

21. L. Evaluation of Students

22. A teacher shall maintain the primary right and responsibility to deter-  
23. mine grades and other evaluations of students within the grading  
24. policy of the College, based upon his/her professional judgment of  
25. available criteria pertinent to any given subject area or activity to  
26. which he/she is responsible. Students may appeal for a change of grade

1. by written request submitted to the division chairperson. No change of  
2. grade shall be made without consultation with the involved teacher.  
3. Change of grade forms by the teacher may not be submitted to the regis-  
4. trar later than one 15-week semester after the first grade was filed  
5. without permission of the appropriate department chairperson or division  
6. chairperson.

7. M. Personnel Files

8. 1. There shall be one designated personnel file for each educator. The  
9. personnel file shall contain pertinent material including evalua-  
10. tions and documents. No written material pertaining to the member  
11. shall be used in a hearing except that contained in the designated  
12. personnel file.

13. 2. Upon reasonable notice an educator may review his/her personnel  
14. file. The member has the right of Association representation at the  
15. time of the review which shall be conducted in the presence of a  
16. designated member of the administration.

17. N. Vacancies and New Positions

18. 1. The educators shall be alerted to any professional position vacancy  
19. or newly created position including administrative, teaching, or  
20. academic support positions. Such notice shall include duties and a  
21. statement of required qualifications and at least one copy shall be  
22. posted in each division office, with a copy going to the Associaiton  
23. President at his/her off-campus address.

24. 2. All Atlantic Community College educators who apply for any profes-  
25. sional position shall be notified at his/her off-campus address  
26.

1. regarding the disposition of their application prior to the publica-  
2. tion of the name of the successful applicant.

3. 3. Notice of such dispositions shall be sent to the Association  
4. President.

5. O. New Appointments

6. 1. The College shall furnish the Association with names and addresses  
7. of all new educators as soon as possible after the official appoint-  
8. ments by the Board.

9. 2. Every appointment shall be in writing and be in the possession of  
10. both the College and the educator before the appointment is  
11. consummated.

12. P. Non-discrimination

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

18. Q. Outside Employment

19. 1. Educators may engage in outside compensated activities provided such  
20. activities do not interfere with their teaching effectiveness or  
21. College duties and responsibilities. Educators engaging in outside  
22. compensated activities shall notify the chief academic officer.

23. R. Faculty Handbook

24. 1. All educators shall be provided with a current handbook within a  
25. reasonable period of time.

26.

1. ARTICLE IV

2. EVALUATION OF EDUCATORS

3. The foundation of all effective evaluations is an open, positive atmosphere  
4. growing out of mutual respect and trust. In such a climate, people not only  
5. work together willingly to define goals and improve ways of meeting these  
6. goals, but are also secure enough to recognize weaknesses as well as  
7. strengths. Consequently, evaluation of educators should be viewed as a  
8. growth continuum by both the individual members and the College. The pur-  
9. poses of such evaluations are to improve teaching effectiveness (thereby  
10. raising the level of learning for students) and to serve as a basis for  
11. recommendations on retention and promotion.

12. A. General Procedures

13. 1. The summation of the evaluation procedure is the formal evaluation  
14. which must be written by the \*supervisor(s) of the educators on  
15. appropriate \*\*forms. Such formal evaluations of the educators must  
16. be discussed with the educators and signed by him/her acknowledging  
17. such discussion prior to the placement of such evaluation(s) in  
18. his/her file. Such signature does not equal agreement and, if  
19. signature is refused, such evaluation(s) shall be filed with that  
20. noted.

21. 2. The supporting documents used by the supervisor(s) to reach the con-  
22. clusion summarized in the formal evaluation will be placed in the  
23. educator's file. Supporting documents shall be pertinent and  
24. relevant.

---

\*Supervisor as designated by the College Table of Organization

\*\*Appropriate forms (Educator's, Counselor's, Librarian's Evaluation Summary Form)

1. 3. All formal evaluations of an educator may be answered by the edu-
2. cator and such response(s) shall be attached to the evaluation(s)
3. concerned and put in his/her file.
4. 4. It is the responsibility of the supervisor to call an educator's
5. attention to and discuss with such educator any information con-
6. cerning a single event or series of events so critical that such
7. would influence the evaluation of the educator. This discussion
8. must take place within a reasonable period of time prior to any
9. written evaluation concerning such material.
10. 5. When a formal evaluation states that the work of an educator "needs
11. improvement," the supervisor will write a program and in so doing
12. will seek input and collaboration with the educator. This program
13. will include specific objectives and a method of evaluation approved
14. and signed by both parties. A copy of the program will be sent to
15. the Education Association President.
16. 6. Copies of all recommendations regarding retention or promotion must
17. be given to the educator being recommended.

18. B. Procedures for Non-Tenured Educators

19. 1. In-Class Observations

20. In-class visit(s) and observations by supervisor(s) shall be made

21. under the following conditions:

22. There shall be a preliminary conference to discuss the teacher's

23. objectives for the class and the criteria the supervisor will be

24. using to evaluate the activities of the teacher in the classroom and

25. to determine a mutually agreeable time for the classroom visit.

26. There shall be a follow-up meeting with the supervisory personnel

1. within two (2) weeks to discuss his/her evaluation in the classroom  
2. period.

3. 2. Self-Evaluation

4. A written self-evaluation shall be prepared by the educator each  
5. year, on the appropriate form. Such form shall not be changed with-  
6. out discussion with the Association. The written self-evaluations  
7. shall be sent to the supervisor/s at least three (3) weeks before  
8. the conference with the chairperson.

9. 3. Student Evaluation

10. Student evaluations of non-tenured teachers should be given at least  
11. once a year.

12. 4. Optional Peer Recommendations

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

20. 5. Evaluation Summary

21. A written evaluation summary, a formal evaluation, shall be prepared  
22. by the supervisor(s) for the educators once a year on the appropri-  
23. ate form. Such forms shall not be changed without discussion with  
24. the Association.

25.

26.



1. 6. Conferences  
2. The supervisor(s) and educator shall schedule at least three confer-  
3. ences each year. These three conferences shall consist of an ini-  
4. tial pre-evaluation conference, a post in-class evaluation confer-  
5. ence and a summary conference. The summary conference must take  
6. place at least one (1) month before recommendations for retention  
7. are to be submitted by the supervisor(s) . The educator's self-  
8. evaluation and the supervisor(s) evaluation summary shall both be  
9. discussed at the summary conference. The supervisor's and the  
10. educator will be responsible to schedule the date of the summary  
11. conference at the pre-evaluation conference.

12. C. Procedure for Tenured Teachers

13. Tenured members shall be evaluated yearly and shall also have fifth year  
14. intensive evaluations. The intensive evaluations shall take place every  
15. five years.

16. 1. Yearly Evaluations

17. a. The yearly evaluation for tenured members will consist of  
18. student evaluations and a conference with the supervisor(s).

19. b. Student Evaluations

20. Student evaluations shall be given at least once a year.

21. c. Conference

22. At least one conference with the supervisor(s) shall occur  
23. during each working year. Such conferences shall cover student  
24. evaluation which should be summarized by the teacher.

25.

26.

1.           2. Fifth-Year Evaluation of Tenured Teachers

2.           The fifth year evaluation shall consist of in-class observations,  
3.           self-evaluations, student evaluations, optional peer recommenda-  
4.           tions, evaluation summary and conferences.

5.           a. Determining the date of the fifth year in the fourth year after  
6.           the teacher has earned tenure and every five years thereafter,  
7.           the teacher shall begin to arrange the cycle of evaluation with  
8.           the supervisor(s). The evaluation will occur during the fifth  
9.           year. If the teacher earned tenure<sup>1</sup> in the sixth year, in the  
10.          tenth year and every five years thereafter the teacher will have  
11.          a fifth-year evaluation. However, when the teacher has applied  
12.          for promotion and been thoroughly evaluated the member shall  
13.          start a new cycle. In the fifth year after the promotion pack-  
14.          age was prepared and every five years thereafter, the teacher  
15.          shall have a fifth-year evaluation.

16.          b. In-Class Observation

17.          In-class visit(s) and observations by supervisor(s) shall be  
18.          made under the following conditions:

19.          There shall be a preliminary conference to discuss the teacher's  
20.          objectives for the class and the criteria the supervisor will be  
21.          using to evaluate the activities of the teacher in the classroom  
22.          and determine a mutually agreeable time for the classroom visit.

23.          There shall be a follow-up meeting with the supervisory person-  
24.          nel within two (2) weeks to discuss his/her evaluation of the  
25.          classroom period.

---

<sup>1</sup>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 . . . .

1. c. Self-Evaluation
2. A written self-evaluation shall be prepared by the teacher in
3. the fifth year on the appropriate form. Such forms shall not be
4. changed without discussion with the Association. The written
5. self-evaluation shall be sent to the supervisor(s) at least
6. three (3) weeks before the conference with the supervisor(s).
7. d. Student Evaluation
8. Student evaluations of tenured teachers should be given at least
9. once a year.
10. e. Optional-Peer Recommendations
11. A teacher may choose to be recommended by one or more of his/her
12. peers. Peers are non-supervisory teachers. The recommendation
13. shall contain all pertinent material used in making the judg-
14. ments. Peer recommendations, if utilized, must be submitted in
15. writing to the appropriate supervisor(s) a reasonable length of
16. time before the summary conference.
17. f. Evaluation Summary
18. A written evaluation summary shall be prepared by the department
19. chairperson for the teacher on the appropriate form. Such form
20. shall not be changed without discussion with the Association.
21. g. Conferences
22. Each supervisor(s) and teacher shall schedule at least three (3)
23. conferences during fifth-year evaluation. These three confer-
24. ences shall consist of an initial pre-evaluation conference, a
25. post in-class evaluation conference, and a summary conference.
26. The teacher's self-evaluation and the supervisor's evaluation

1. summary shall both be discussed at the summary conference. The  
2. supervisor(s) and teacher will be responsible to schedule the date of  
3. the summary conference at the pre-evaluation conference.

4. D. Evaluation of Twelve-Month Employees: Procedures

5. 1. Counselors

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

11. 2. Librarians

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

19. E. Emergency Observation Procedures

20. 1. In emergency situations, when the situation warrants such observa-  
21. tions, the College officers shall be free to make unannounced  
22. in-class visits. Notice of such visit(s) with a statement of the  
23. emergency situation shall be sent to the Education Association  
24. President within twenty-four (24) hours of the visit.

25.

26.

1. F. Evaluation Appeals Committee
2. 1. All complaints concerning the substance of individual evaluations
3. shall be processed by the Evaluation Appeals Committee, and shall
4. not be processed through the grievance procedure. All complaints
5. concerning the scheduling and/or procedure of individual evalua-
6. tions, however, shall be processed through the grievance procedure,
7. and not through the Evaluation Appeals Committee. Any appeal made
8. to the Evaluation Appeals Committee must be made in writing within
9. seven (7) calendar days of the date of any conference or any summary
10. written.
11. 2. Selection of committee members shall be made yearly in accordance
12. with the following procedure:
13. a. Two members shall be selected by the President of the College.
14. b. Two members shall be selected by the Association.
15. c. Each year the selection of the Chairperson as a fifth member
16. shall be rotated between the two parties, with the Administra-
17. tion naming the Chairperson on the academic years that are odd
18. numbered and the Association naming the Chairperson on academic
19. years that are even numbered.
20. 3. All appeals made to the Evaluation Appeals Committee shall be confi-
21. dential and there shall be no publicity by any party concerning such
22. appeals.
23. 4. a. The Evaluation Appeals Committee shall make its report to the
24. President in writing with reasons given for its recommendations
25. if such recommendations differ from the original evaluation. A
26. minority of the evaluation committee may offer its own report if
27. such is desired.



1. finances and/or reduction in student enrollment and then only in  
2. conformity with this Agreement and with the statutes of the State.

3. B. Association Notification

4. If a general reduction in force is being considered, the Board shall  
5. notify and consult with the Association as soon as practical, but except  
6. in extreme emergency not less than ninety (90) days before the reduction  
7. in force is to take place. The Board shall discuss with the Association  
8. the reasons for determining that a reduction of staff is deemed  
9. necessary.

10. C. Leave of Absence

11. A leave of absence without pay for a maximum period of 24 calendar  
12. months shall automatically be granted to those educators who have tenure  
13. and who are affected by a reduction in force. These leaves of absence  
14. under these special circumstances shall not prohibit the educator so  
15. affected from seeking and accepting gainful employment elsewhere, and  
16. the educator shall not be terminated for that reason except on written  
17. request of the employee. Subject to the sole approval of the Board, a  
18. tenured educator may elect to take and will be granted a leave of  
19. absence without pay during the staff reduction irrespective of his/her  
20. position on the seniority list.

21. D. Insurance Benefits

22. During said leave of absence, the educators shall receive no insurance  
23. benefits at Board expense. Provisions will be made, where possible,  
24. that educators may continue, at their own expense, the insurance cover-  
25. age at the group rate.

26.

1. E. Seniority-Sick Leave

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

7. F. Salary Placement Upon Return

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

15. G. Procedures

16. Reduction of educators who are represented by the bargaining unit shall  
17. be made according to the following:

18. 1. Seniority, for the purpose of this Article, shall be defined as  
19. beginning with the last date of continuous employment.
20. 2. A seniority list shall be prepared by the Board and presented to the  
21. Association which includes all educators. Any errors on such list  
22. shall be corrected, and the list which is in effect by the first  
23. Monday of November shall be acknowledged by both parties as being  
24. correct.
25. 3. In the event tenured educators are affected by a general reduction  
26. in force, such lay off will be on the basis of seniority and



1. qualifications, except as necessary to staff the teaching positions  
2. remaining.

3. 4. In the case of educators with identical college-wide seniority and  
4. who are affected by a general reduction in force, the accepted date  
5. for breaking any tie in seniority shall be the date of signing of  
6. the initial contract by the individual.

7. 5. In the case of all of the above factors being equal, the matter  
8. shall be referred to the Evaluation Appeals Committee which shall  
9. make a recommendation to the President of the College.

10. 6. It is expressly understood that the Association shall have the right  
11. to review the lay off list prior to notification of the individuals  
12. to be laid off. In the event of a disagreement concerning the lay  
13. off list, the Association shall have the right to meet with the  
14. President prior to notification of the individuals and prior to the  
15. notification deadline.

16. H. Recall

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

20. 1. If a position exists within the College for which the educator is  
21. qualified, the individual shall be notified by Certified Mail.  
22. Within ten (10) calendar days of the receipt of written offer of  
23. recall, the individual shall accept the position by replying in  
24. writing or it shall be determined that he/she has declined the posi-  
25. tion. If an individual accepts the position he/she has been  
26. offered, he/she shall be granted sufficient time to fulfill the

1. requirements of the contract he/she is employed under; however, in  
2. no event shall such time be longer than the end of the current  
3. school year; or, if he/she does not have contract requirements to  
4. fulfill, he/she shall have twenty (20) calendar days from receipt of  
5. the offer to return to work. During the period of time provided in  
6. this paragraph for his/her return after the written offer of recall,  
7. the College can fill the position with adjunct staff.

8. 2. All educators on lay off and the Association shall be notified by  
9. Certified Mail on or before April 1st of their status on the recall  
10. list. Any such educator that is being recalled shall notify the  
11. President in writing by April 15 of his/her intent to return to the  
12. College, or his/her leave and recall rights shall be terminated. No  
13. new staff shall be hired until all properly qualified staff on  
14. leave, in accordance with this Article, have been offered an oppor-  
15. tunity in writing to return to active employment.

16. 3. In the event that more than one person occupies the same slot on the  
17. recall list, the matter shall be referred to the Evaluation Appeals  
18. Committee who shall make a recommendation to the President.

19. 4. The recall list shall be maintained by the Vice-President for  
20. Academic and Student Affairs. It shall be the individual educator's  
21. responsibility to maintain a current address with the Personnel  
22. Office and to provide documentation of any claimed change in  
23. qualifications. Said educator waives the leave requirements placed  
24. upon the Board if, when contacted by the College, said individual  
25. does not state in writing in accordance with time requirements of  
26. this Article his/her intent to return to the College upon the

1. opening of a position for which he/she is qualified. If the indi-  
2. vidual cannot be contacted because of failure to leave an address,  
3. the Board is relieved of its responsibilities to the individual and  
4. such leave is terminated.

5. I. Counseling and Library Faculty

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

9.  
10. ARTICLE VI

11. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

20.  
21. ARTICLE VII

22. GRIEVANCE PROCEDURE

23. A. Definition of a Grievance

24. A grievance is a claim by one or more educators or by the Association,  
25. hereinafter collectively referred to as a "grievant," that such educator  
26. (educators) has (have) suffered an injury because of an alleged viola-  
27. tion, misrepresentation or misapplication of any provision of this

1. Agreement, or any existing rule, order or regulation of the Board of  
2. Trustees, the President of the College or the Board of Higher Education.

3. B. Informal Level

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

7. C. Procedure - Formal Level

8. In the event a grievant invokes the formal grievance procedure the grie-  
9. vant shall:

10. 1. Reduce the grievance in writing in letter form no later than 30  
11. calendar days after the occurrence of the grievance or after the  
12. grievant should reasonably have known of the occurrence of the  
13. grievance and mail or deliver such letter to the appropriate level  
14. including the Chief Academic Officer with a copy to the Association.  
15. The letter shall state the article of this Agreement or the rule,  
16. order or regulation of the Board of Trustees, the President of the  
17. College or the Board of Higher Education under which the grievance  
18. is filed and describe the incident that is the basis for the griev-  
19. ance and the remedy requested.

20. 2. Within seven (7) working days from the receipt of the said writing,  
21. the person against whom the grievance has been filed shall meet with  
22. the grievant in an effort to resolve the grievance. The person  
23. grieved against shall indicate his/her disposition of the grievance,  
24. in writing, within seven (7) working days of the last meeting with  
25. the grievant, with a copy to the Chief Academic Officer and the  
26. Association.

1. 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 within seven (7) days from the receipt of the written disposition by the person grieved against.
- 2.
- 3.
- 4.
5. 4. Upon receipt of the written appeal from the grievant, the Chief Academic Officer shall establish a date, with notification to the Association, such date to be within seven (7) 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.
- 6.
- 7.
- 8.
- 9.
10. 5. If the grievant is not satisfied with the disposition of the grievance by the Chief Academic Officer he/she may appeal to the President of the College, within seven (7) working days from the receipt of the written disposition of the grievance by the Chief Academic Officer, with a copy of such appeal going to the Chief Academic Officer and the Association.
- 11.
- 12.
- 13.
- 14.
- 15.
16. 6. The President of the College or his/her designee shall, within ten (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 (7) working days of the last meeting with the grievant, with a copy to the Association.
- 17.
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- 22.
23. 7. 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 thrity (30) calendar days from the receipt of the disposition of the
- 24.
- 25.
- 26.

1. grievance by the President. If the parties cannot agree on an arbi-
2. trator, he/she shall be selected pursuant to the rules and proce-
3. dures of the American Arbitration Association whose rules shall
4. likewise govern the arbitration proceeding. Both parties agree that
5. the arbitration shall be binding for grievances based upon the terms
6. of this Agreement and shall be advisory for all other grievances.
7. 8. The fees and expenses of the arbitrator shall be shared equally by
8. the College and Association.
9. 9. The number of days indicated in each level shall be considered maxi-
10. mum and every effort should be made to expedite the process, par-
11. ticularly toward the end of the academic year. However, the time
12. limits can be extended by mutual consent.
13. 10. All documents, communications and records dealing with the grievance
14. shall not become a part of the designated personnel files of the
15. participants.
16. 11. It is agreed that the grievant and the Association shall be fur-
17. nished with relevant information in the possession of the Board of
18. Trustees in the processing of any grievance.
19. 12. Nothing herein contained shall be construed to limit, deny, or
20. restrict the rights, or remedies, administrative or judicial to
21. which any grievant may be entitled under law.
22. 13. A failure on the part of any member of the Administration to make a
23. written determination of the grievance within the time allowed shall
24. constitute a denial of the grievance.
25. 14. Any aggrieved person may be represented at all stages of the griev-
26. ance procedure by himself/herself, or, at his/her option, by a

1. representative selected or approved by the Association. When an  
2. educator is not represented by the Association, the Association  
3. shall have the right to be present at all stages of the grievance  
4. procedure.

5. 15. No reprisals of any kind shall be taken by the Board or the Associa-  
6. tion or by any member of the Administration or by any member of the  
7. Association against any party in interest, any representative, any  
8. member of the Association, any member of the Administration, any  
9. member of the Board of Trustees or any other participant in the  
10. grievance procedure by reason of such participation.

11. 16. All meetings and hearings under this procedure shall not be con-  
12. ducted in public and shall include such parties of interest and  
13. their designated or selected representatives heretofore referred to  
14. in this Article.

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

18.

19.

## ARTICLE VIII

20.

### CONDITIONS OF EMPLOYMENT

21.

#### A. Work Load - Teachers

22.

1. Full-time teachers shall teach thirty (30) contact hours per year.

23.

The normal load shall be fifteen (15) contact hours per semester.

24.

However, at the discretion of the Vice-President for Academic and

25.

Student Affairs, this load may be varied at 14-16 or 16-14. No one

26.

will be required to teach more than sixteen (16) hours per semester.

1. Any contact hours over the annual base of thirty (30) shall be paid
2. at overload compensation at appropriate rates for each additional
3. contact hour.
4. 2. A contact hour is an hour which comprises one fifty minute class
5. meeting per week for the fifteen weeks that comprise the instruc-
6. tional part of a semester, which is a regularly scheduled group
7. meeting of the class, lecture, laboratory, studio, seminar or shop.
8. 3. Summer school and interim session teaching shall be entirely at the
9. option of the teachers when such sessions are offered.
10. B. Class Assignment
11. 1. No instructor shall be assigned more than a five (5) day work week.
12. 2. No work day should exceed eight (8) hours.
13. 3. Only after judicious consideration will a teacher be assigned an
14. 8:30 a.m. class if he/she had a class assignment the previous
15. evening.
16. 4. Normally, there shall not be an extended "break" during the normal
17. work day. For example: by a scheduled 8:30 class and a 3:30 class
18. with no classes scheduled in between.
19. 5. No teacher shall be required to teach more than two evening classes,
20. such classes to commence at 5:30 p.m. or thereafter.
21. 6. In most cases, all full-time teachers shall be given first choice of
22. evening teaching assignments in their area of competence before any
23. adjunct teachers are assigned in such courses.
24. 7. If a teacher requests a deviation of these conditions, extra
25. compensation shall not be made. Such deviation(s) shall be made
26. without prejudice.



1. 8. In developing teaching schedules, appropriate professional activity,  
2. such as public service, research, and graduate school attendance on  
3. the part of the teacher shall be taken into consideration.

4. 9. Teachers shall be required to meet their classes during the hours  
5. scheduled for final examinations. The class is scheduled by the  
6. Chief Academic Officer.

7. C. Information to Association

8. 1. The College shall provide the Association with copies of all  
9. registration print-outs of scheduled classes and class enroll-  
10. ment as such print-outs are printed.

11. 2. Each teacher during the first week of any semester shall insure  
12. that a correct copy of his/her schedule is on file in the  
13. Division Office and that such schedule includes three (3) hours  
14. for student consultations listed as office hours. The office of  
15. the Chief Academic Officer will collate all teachers' schedules  
16. and send a copy to the President of the Education Association.

17. D. Course Preparation

18. 1. A teacher shall be assigned no more than three (3) separate  
19. preparations per registration period if he/she has taught all  
20. the courses previously at the college level.

21. 2. A teacher shall be assigned no more than two separate prepara-  
22. tions per registration period if one or more of the courses has  
23. not previously been taught by him/her at the college level.

24. 3. Exceptions to this provision shall be made only with the consent  
25. of the teacher involved.

26.

1. E. Additional Teaching

2. Full-time teachers shall be given preference of summer and/or  
3. interim teaching assignments in their areas of competence before any  
4. additional summer or interim teachers are hired. Chairpersons shall  
5. not receive scheduled summer and/or interim sections unless compe-  
6. tent teachers are first offered and have refused such sections,  
7. except in those departments or areas that have a documented equit-  
8. able rotation policy for summer and interim teaching assignments. A  
9. full-time teacher accepting a summer assignment prior to May 1st  
10. shall be guaranteed appropriate employment and/or compensation at  
11. the appropriate rate for one of the sections assigned him/her.

12. 2. All full-time teachers shall be given the first choice of any addi-  
13. tional teaching assignments during the regular full semester in  
14. their areas of competence before any other adjunct teachers are  
15. assigned. Chairpersons shall not receive a scheduled overload  
16. unless competent teachers are first offered and have refused such  
17. overload, except in those departments or areas that have a docu-  
18. mented equitable rotation policy for overload assignments.

19. F. Office Hours

20. Teachers shall maintain at least three (3) office hours per week for  
21. consultation with students. Such hours shall be in addition to regu-  
22. larly scheduled classes and shall be posted on the teacher's office  
23. door.

24. G. Work Load: Counselors

25. 1. Counselors shall work twelve (12) month contracts from July 1 to  
26. June 30.

1. 2. Each full-time counselor will be required to establish working hours  
2. equaling a total of thirty-seven and a half (37 1/2) hours per each  
3. working week. These working hours will include a meal period of one  
4. hour each day.

5. 3. Night counseling duty may be required by the College, and when  
6. required, equal compensatory time off during the normal work day or  
7. compensation at the rate of \$13 per hour shall be provided by the  
8. College. Preferences for such duties shall be afforded counselor  
9. members of this unit. It will be the option of the counselor to  
10. determine whether the compensation is equal compensatory time off or  
11. pay

12. H. Work Load: Librarians

13. 1. All librarians shall work twelve (12) month contracts from July 1 to  
14. June 30.

15. 2. Librarians shall work a total of thirty-seven and a half (37 1/2)  
16. hours per week over a five (5) day period; these hours shall include  
17. a meal period of one hour each day.

18. 3. Night library duty may be required by the College, and when  
19. required, equal compensatory time off during the normal work day or  
20. compensation at the rate of \$13 per hour shall be provided by the  
21. College. Preferences for such duties shall be afforded librarian  
22. members of this unit. It will be the option of the librarian to  
23. determine whether the compensation is equal compensatory time off or  
24. pay.

25.  
26.

1. I. Area Coordinators

2. 1. All reductions in teaching load shall be made in consultation with  
3 the Chief Academic Officer with the approval of the President.
4. 2. Summer office hours for Area Coordinators may be required by mutual  
5 agreement with the Department Chairperson. Compensation will be  
6 paid at \$12.50 per hour.
7. 3. Additional stipend for Area Coordinators of \$750 per annum shall be  
8 paid for administrative responsibilities.

9. J. Committees

10. 1. An educator may be expected to serve on one major standing or ad hoc  
11 college-wide committee.
12. 2. There shall be a reduction in load of not more than three (3)  
13 contact hours granted to the chairpersons of the Curriculum  
14 Committee and the Faculty Assembly Executive Committee. The Chief  
15 Academic Officer, in his/her sole discretion, may designate any  
16 other standing or ad hoc committee chairperson to also receive a  
17 load reduction. The terms of this section cannot be utilized to  
18 grant an educator more than a six-hour per semester load reduction.
19. 3. If the educator cannot attend a committee meeting because of  
20 scheduled class or lab, he/she shall be excused from such meetings,  
21 without adversely affecting his/her standing on the committee.

22. K. Advising and Coaching

23. 1. Advisement of all student clubs and organizations shall be on a  
24 voluntary basis and optional with educators. Compensation for such  
25 advisory assignments will be as listed in Appendix III attached to  
26 this Agreement.

1. 2. Coaching of all student clubs and organizations shall be on a
2. voluntary basis, and optional with the educator, except in such
3. cases where the physical education job description includes specific
4. coaching activities. Compensation for such coaching assignments
5. will be as listed in Appendix II of the Agreement.
6. 3. Academic advising of students by teachers shall be limited to pro-
7. gramming of students for registration. The College shall provide
8. each teacher with the necessary information, forms, advising aids
9. and material prior to the preprogramming period.
10. 4. Teacher participation in the in-person registration periods shall be
11. voluntary.
12. L. Office Assignments
13. 1. The Chief Academic Officer will notify the Association of the office
14. space available to educators. The Association will recommend the
15. allocation of that space.
16. 2. The Chief Academic Officer will give the recommendation of the
17. Association serious consideration as he/she allocates that space.
18. 3. No educator shall be moved from his/her office without at least two
19. (2) weeks prior written notification.
20. M. Attendance at College Functions
21. 1. Educators' attendance at all College sponsored non-academic func-
22. tions and activities shall be voluntary.
23. 2. Educators attending those functions for which academic attire is
24. required shall have said attire furnished by the College at no cost
25. to them.
- 26.

1. N. Academic Calendar

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

14. O. Admission to Courses

15. Educators and their dependents (i.e., as determined by the I.R.S. Code),  
16. are to be granted tuition-free entrance for credit or audit to any  
17. credit courses offered by the College, as established by the College's  
18. Board of Trustees with the exception of courses offered by the Casino  
19. Career Institute. If an educator dies while under contract to the  
20. College, his/her immediate survivors are to be granted this same  
21. tuition-free entrance. The intent is to waive tuition not to provide an  
22. outlay of cash.

21. P. Mental/Physical Examination

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

1. for same. Free tuberculosis testing shall be provided annually to all  
2. educators.

3. Q. Tenure/Multiple Year Contracts

4. 1. Tenure shall be granted in accordance with the laws of the State of  
5. New Jersey.

6. 2. Counselors and librarians who are offered a contract for what would  
7. be their sixth continuous year shall be offered a five-year term  
8. contract. In the event a counselor or a librarian alleges that the  
9. non-renewal of such a five-year term contract was for capricious or  
10. discriminatory reasons, such allegations may be submitted to binding  
11. arbitration.

12. R. Substitute Teaching Assignments

13. Teachers will be paid at the normal overload rate when asked by the  
14. Administration to teach additional courses because of an emergency  
15. during the semester. The pay for this additional work begins after the  
16. first three contact hours. This emergency overload teaching is at the  
17. option of the instructor.

18.

19. ARTICLE IX

20. PROMOTIONS

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

1. all likelihood continue into the future. The Board of Trustees will make  
2. every effort to provide the funds for promotion to be granted to all candi-  
3. dates applying who have met the promotional criteria.

4. A. Promotion Procedure

5. 1. The promotion procedure is initiated by the educator seeking promo-  
6. tion by submitting a promotion package to the supervisor. The pro-  
7. motion package will contain at least those items specified in  
8. the Evaluation of Educators Procedure section of the contract,  
9. Article IV, Section C.
10. 2. The supervisor will add to the package a summary evaluation which  
11. will be discussed with and signed by the faculty member, the signa-  
12. ture indicating only that this evaluation has been seen and  
13. discussed. The educator may add his or her comments to be included  
14. with the supervisor's evaluation. At this point the educator may  
15. have the promotion package sent to the next line supervisor, if  
16. applicable, may appeal the recommendation to the Evaluation Appeals  
17. Committee if the dispute involves a matter of substance rather than  
18. procedure, or may terminate the promotion procedure.
19. 3. The next line supervisor will add to the package a written evalua-  
20. tion covering those areas pertinent to promotion about which he or  
21. she has knowledge. The supervisor's evaluation will be discussed  
22. with and signed by the educator, the signature indicating only that  
23. this evaluation has been seen and discussed. The educator may add  
24. his or her comments to be included with the supervisor's evaluation.  
25. At this point the faculty member may have the promotion package sent  
26. to the Chief Academic Officer, may appeal the recommendation to the



1. Evaluation Appeals Committee if the dispute involves a matter of  
2. substance rather than procedure, or may terminate the promotion  
3. procedure.

4. 4. The Chief Academic Officer will add to the package a written evalua-  
5. tion covering those areas pertinent to promotion about which he or  
6. she has knowledge. The Chief Academic Officer's evaluation will be  
7. discussed with and signed by the faculty member, the signature indi-  
8. cating only that this evaluation has been seen and discussed. The  
9. faculty member may add his or her comments to be included with the  
10. Chief Academic Officer's evaluation. At this point the faculty  
11. member may have the promotion package sent to the President of the  
12. College, may appeal the recommendation to the Evaluation Appeals  
13. Committee if the dispute involves a matter of substance rather than  
14. procedure, or may terminate the promotion procedure. The faculty  
15. member must submit his or her promotion package to the immediate  
16. supervisor by December 1. If applicable, the promotion package is  
17. sent to the second line supervisor. However, the promotion package  
18. must be received by the Chief Academic Officer by February 15.

19. B. Promotion Priority

20. If several people are qualified for promotion, and if the money for pro-  
21. motion is limited, then those faculty members qualified for promotion  
22. and at the maximum salary for their rank will be promoted first.  
23. Faculty members passed over once will be promoted first the next year  
24. even over other faculty members who may be at their maximum salaries for  
25. their rank.

1. C. Promotion Timetable

2. The individual applies for promotion early in the fall semester in  
3. anticipation of the promotion being granted by the Board of Trustees in  
4. the spring semester, a year hence. The administration will assume  
5. responsibility to notify the members the dates of the timetable a  
6. reasonable time before these dates. A timetable follows:

7. FALL I

8. September 15 Educator seeking promotion completes "Promotion Interest  
9. Form" and submits it to the \*supervisor(s) with a copy to  
10. the Chief Academic Officer.  
11. October 1 Initial conference with supervisor(s) to discuss candidacy  
12. and criteria for promotion.  
13. November 1 The educator will submit a preliminary draft of his/her  
14. promotin package at this time. This draft will summarize  
15. what the candidate can document regarding Teaching  
16. Effectiveness, Professional Growth and Contributions to  
17. the College.  
18. November 30 Second Conference. Before this conference the Chief  
19. Academic Officer will meet with the Division Chairperson  
20. to reach a consensus so that the Division Chairperson can  
21. tell the member what changes in behavior are expected to  
22. get recommended for promotion. This consensus will be  
23. given to the member at this conference.

24. SPRING I

25. June 1 Classroom observation and post-conference summary prepared  
26. by supervisor(s) and submitted to candidate.

\*By "supervisor" is meant department chair, division chair, Director of  
Counseling, Dean of Students, as applicable.

NOTE: The above dates are actually DEADLINES. Whenever possible, it would  
be desirable to complete the step before the aforementioned date.

1. FALL II

2. Sept.-Nov. Additional observations and conferences as necessary.

3. December 1 Promotion package submitted to the immediate supervisor.

4. SPRING II

5. February 15 Supervisor(s) submits promotion recommendation to Chief  
6. Academic Officer.

7. May 15 Chief Academic Officer submits promotion recommendation to  
8. President. Prior to May 15 Chief Academic Officer's eval-  
9. uation will be discussed with and signed by the member.

10. June President recommends promotion of educator at Board  
11. meeting.

1. ARTICLE X

2. GRADUATE STUDY COMPENSATION

3. A. \$300 Maximum per Trimester

4. All full-time educators who take graduate work or relevant courses with  
5. prior approval of Chief Academic Officer contributing to their profes-  
6. sional growth may receive a maximum of \$300 per trimester toward the  
7. tuition costs of such courses. General, routine fees as required of all  
8. educators may be included in the cost of such courses. Extraordinary  
9. lab fees shall be borne by the educator. A trimester is defined as three  
10. 4-month periods. The first trimester will be from June 1 to  
11. September 30. The second trimester will be from October 1 to  
12. January 31. The third trimester will be from February 1 to May 31.

13 B. Application Procedure

14. Application for reimbursement of such tuition costs must be made during  
15. the trimester that the faculty member is taking the course. The appli-  
16. cation will be made by educators to the Sabbatical Leave Committee.  
17. This Committee will advise the Chief Academic Officer for such  
18. reimbursement. Lack of funds in this budget category shall be  
19. sufficient grounds for denial of reimbursement.

20. C. Graduate School Choice

21. Any accredited graduate school thus involved will be solely the choice  
22. of the educator.

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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 educator, notice of non-appointment shall be given in writing no later than March 1 of the first year of employment, February 1 of the second, third and fourth years of employment, and not later than January 15 of the fifth year of employment. In the case of Presidential non-recommendations during the fifth year, the President will so inform the educator by December 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 educator and the Board. Such agreement shall be in writing.

ARTICLE XII

INSURANCE PROTECTION

A. Health Insurance

Participating in the New Jersey Health Benefits Program shall be non-contributory to the Association member for all premium increases

1. after July 1, 1977, as certified by the Division of Pensions with cover-  
2. age of dependents, including children up to age twenty-three (23). This  
3. coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgi-  
4. cal, extended coverage, and Prudential Major Medical, or equal coverage  
5. and becomes effective for new employees the first day of the month  
6. following 60 days of employment. For present employees, the annual  
7. enrollment period will be the month of January to be effective the first  
8. coverage period of April.

9. B. Dental Coverage

10. Effective October 1, 1982, the College will provide a full family  
11. co-insurance dental program with 100% coverage for preventive and diag-  
12. nostic care; 80% coverage for basic services including oral surgery,  
13. endodontic, periodontic and basic restorative benefits (amalgam,  
14. synthetic, porcelain and plastic restorations for treatment of carious  
15. lesions); and 50% coverage for major restorative (crowns, inlays and  
16. gold restorations) and prosthodontic (bridges, partial and complete  
17. dentures) benefits with a \$1,000 maximum per family member per year with  
18. no deductible applied. The selection of the insurance carrier shall be  
19. at the sole discretion of the College.

20. C. Prescription Plan

21. The Blue Cross Prescription Program will be provided based on \$1.00  
22. co-pay which shall exclude contraceptives. The College will provide the  
23. premium for the employee and eligible dependents. New employees shall  
24. be eligible for membership at the beginning of the month following 60  
25. consecutive days of employment.

26.

1. D. Vision Care

2. A Vision Care Program is available effective October 1, 1984 for members  
3. and eligible dependents which will provide on a one time basis for the  
4. period indicated the following benefits:

5. Vision exam, up to \$28.00

6. Frame, up to \$19.60

7. Prescription Lenses

8. per lens, up to \$14.00

9. per lens (bifocals), up to \$21.00

10. per lens (trifocals), up to \$28.00

11. per lens (lenticular), up to \$35.00

12. per lens (contacts) following cataract surgery, up to \$112.00

13. per lens (contacts), up to \$21.00

14. Prescription tinted/sun glasses are eligible for reimbursement; plain  
15. sunglasses are not covered. The allowances above are payable once  
16. during the term of the Agreement.

17. E. Disability Insurance

18. The college will provide \$40.00 in the first year of the contract,  
19. \$45.00 in the second year and \$50.00, in the 3rd year per employee per  
20. annum for the purpose of establishing a disability insurance program. A  
21. committee to include the Director of Personnel Services and a  
22. representative from each of the three bargaining units will agree on the  
23. plan(s) selected.

1. ARTICLE XIII

2. LEAVES

3. A. Sick Leave

4. All unit members shall enjoy sick leave benefits in accordance with the  
5. applicable statutes (18A: 30-2, 18A:30-2). As of September 1, all  
6. teaching members employed shall be entitled to ten (10) sick leave days  
7. each academic year. Twelve (12) month members shall be entitled to 12  
8. sick leave days as of July 1 each year. Unused sick leave days shall be  
9. accumulated from year to year with no maximum limit.

10. B. Extended Leaves of Absence

11. In applying for extended leaves, the educator must state specific para-  
12. graph in the contract regarding extended leaves of absence.

13. 1. Advanced Study

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

21. 2. Service

22. A leave of absence of up to one year may be granted to any educator  
23. by the Board upon application for the purpose of serving as an  
24. officer of any professional association or on its staff if in the  
25. opinion of the Board such service shall benefit the College as well  
26. as the individual. The Board may extend such leave beyond the one



1. year limit. Upon return from such leave such educator shall be  
2. placed on the same salary level on which he/she would have been had  
3. he/she been employed at the College during that period.

4. 3. Maternity Leave

5. The Board shall grant maternity leave without pay to any educator  
6. upon request subject to the following stipulations and limitations:

7. a. Providing the educator can submit a doctor's certificate that  
8. such member is physically unable to perform her duties,  
9. maternity leave shall commence on the date requested by the  
10. educator.

11. b. Any educator granted maternity leave without pay according to  
12. the provisions of this decision may at her discretion elect to  
13. utilize accumulated sick leave to the degree as certified by  
14. her doctor that she was sick during such period of maternity  
15. leave.

16. c. Providing the educator submits upon demand a doctor's certifi-  
17. cate testifying as to her ability to return and perform duties,  
18. the educator shall be returned to employment status effective  
19. the first day of the semester following her application for such  
20. return. If the educator is a counselor or librarian, she shall  
21. be returned to employment status effective the third day fol-  
22. lowing her application to return.

23. d. Upon return from such leave, an educator shall be placed on the  
24. same salary level which she would have attained had she been  
25. employed at the College during this period.

1.           4. Adoption Leave
2.           Any educator adopting an infant pre-school child shall receive simi-
3.           lar leave which shall commence upon receiving defacto custody of
4.           said child or earlier if necessary to fulfill the requirements for
5.           the adoption period. In the event of a contemplated adoption, the
6.           educator shall notify the College of his/her plans and keep the
7.           College informed of developments to the best of his/her ability.
8.           5. Military
9.           Military leave without pay shall be granted to any employee in
10.          accordance with all state and federal laws pertaining to military
11.          service and leave of absence.
12.          6. Illness of Family
13.          A leave of absence without pay up to the end of the current academic
14.          year shall be granted for the purpose of caring for a sick member of
15.          the educator's immediate family.
16.          7. Political
17.          The Board shall continue to comply with applicable state and federal
18.          statutes on mandated leave for service in political office.
19.          8. Other Leaves
20.          The Association recognizes that the Board may grant other leaves of
21.          absence or extensions of these leaves of absence without pay at its
22.          sole discretion. Upon return educator shall be placed as the same
23.          salary level at which he/she existed before application.
24.          9. Child-Rearing Leave
25.          The Board may grant child-rearing leaves of absence or extensions of
26.          these leaves without pay.

1. C. Temporary Leaves of Absence

2. Educators shall be entitled to the following temporary no-accumulative  
3. leaves of absence with full pay each year. These shall be in addition  
4. to any sick leave to which the educator is entitled.

5. 1. Business/Legal/Religious

6. Up to four (4) days leave of absence for religious, business, or  
7. legal matters which require absence during working days shall be  
8. granted. The applicant for such leave shall indicate whether the  
9. leave request is for religious, business or legal matters. Educa-  
10. tors shall not be asked to specify the religious holiday for which  
11. approval is requested, but it is understood that only holidays  
12. specified in state calendar shall be included in this provision.

13. 2. Death

14. Up to three (3) days leave of absence at any one time upon the death  
15. of an educator's spouse, child, step-child or ward, parent, step-  
16. parent, foster-parent, grandparent, parents or grandparents of  
17. spouse, or any other member of the family unit living in the same  
18. household, no matter what degree the relationship.

19. 3. Notice

20. Whenever possible, a forty-eight (48) hour written notice to the  
21. appropriate supervisor should be given by the educator planning to  
22. take a leave under this Section.

23. D. Vacations: Twelve-Month Personnel

24. 1. Vacation Days

25. Counselors and librarians shall earn two (2) paid vacation days per  
26. month of service. Unused vacation days may accumulate to a total of

1. forty-eight (48) days retroactive to date of initial employment. At  
2. the termination of employment, counselors and librarians thus ending  
3. employment shall be paid on a per diem basis for unused vacation  
4. days. Such vacation days shall be in addition to any sick leave or  
5. other temporary leaves to which the employee is entitled. Such  
6. vacation days shall be scheduled at least one week ahead with the  
7. appropriate director. Vacation days may be taken singularly or in a  
8. block.

9. 2. Paid Holidays

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

- |     |                      |                               |
|-----|----------------------|-------------------------------|
| 13. | Veteran's Day        | Memorial Day                  |
|     | Independence Day     | Christmas Day                 |
| 14. | Labor Day            | New Year's Day                |
|     | Columbus Day         | President's Day               |
| 15. | General Election Day | Good Friday                   |
|     | Thanksgiving Day     | Martin Luther King's Birthday |

16.

17. ARTICLE XIV

18. SABBATICAL LEAVE

19. A. Five Per Cent (5%) of Educators Annually

20. Every effort shall be made to make budgetary provision to permit at  
21. least five per cent (5) of the educators to be on sabbatical annually.

22. B. Six Year Residency

23. All full-time educators who have completed six (6) years of service at  
24. the College are eligible for sabbatical leave. Application for such  
25. leave shall be made to the Sabbatical Leave Committee during the year  
26. preceding the anticipated leave.

1. C. Appropriate Activities

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

4. 1. Full-time attendance at graduate school.

5. 2. Any full-time research or writing.

6. 3. Any travel which may be deemed beneficial to the College and/or to  
7. the professional development of the faculty member.

8. 4. Any other appropriate activities, at the discretion of the  
9. Sabbatical Leave Committee.

10. D. Salary

11. An educator on sabbatical shall receive full base salary for one  
12. half-year or one-half base salary for a full academic year at his/her  
13. option.

14. E. Return for One Year

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

17. F. Position on Return

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

21. G. Application and Reporting Procedures

22. Application for sabbatical leave in any academic year shall be filed  
23. with the Sabbatical Leave Committee not later than November 1st of the  
24. preceding academic year. Individuals applying for a sabbatical leave  
25. will present to the Committee in their own behalf a plan of professional  
26. development, recognizing such factors as the following:

1. 1. Improvement of service as an educator.
2. 2. Contribution to the development of the total College program.
3. 3. Time span request: \_\_ (1) semester, \_\_ (2) semesters
4. The leave applicant shall file an interim and final report of accom-
5. plishments obtained pursuant to the objectives (i.e., C. Appropriate
6. Activites) outlined to the S.L.C.

7. H. Sabbatical Leave Committee

8. The Sabbatical Leave Committee is composed of the Vice-President for  
9. Academic and Student Affairs acting as chairperson; a departmental  
10. chairperson to be selected by the President of the College; an educator  
11. at large to be selected by the President of the College; two educators  
12. selected by the President of the Association; two members of the  
13. Atlantic Community College Organization of Supervisory and Administra-  
14. tive Personnel (ACCOSAP), selected by the President of ACCOSAP.

15. I. Presidential Recommendation

16. If the President of the College does not recommend for sabbatical these  
17. candidates chosen by the Committee, he/she shall provide his/her recom-  
18. mendations to the Committee prior to his/her recommendations to the  
19. Board, in sufficient time to allow the Committee to meet with the  
20. President for purpose of presenting evidence substantiating its  
21. recommendations.

1. J. Time Schedule for Submission to the Board

2. The President of the College shall submit annually to the Board, during  
3. the second week in February, the list of educators nominated to partici-  
4. pate in the sabbatical leave program. The Board will act on its  
5. approval of such nominations not later than March 31. Notice of such  
6. approval shall be sent to the applicants and to the Association not  
7. later than April 3.

ARTICLE XV  
MISCELLANEOUS

1. A. Association Payroll Dues Deduction

2. 1. The Board agrees to deduct from the salaries of its educators dues  
3. for the Atlantic Community College Education Association, the  
4. Atlantic County Education Association, the New Jersey Education  
5. Association, and the National Education Association as each educator  
6. individually and voluntarily authorizes the Board to so deduct.  
7. Such deductions shall be made in compliance with Chapter 233, NJ  
8. Public Laws of 1969 (NJFA: 52:14-15. 9e) and under rules established  
9. by the State Board of higher Education. Said monies together with  
10. current records of any corrections shall be transmitted to such per-  
11. son as may from time to time be designated by the Atlantic Community  
12. College Education Association by the 15th of each month following  
13. the monthly pay period in which deductions were made. The person  
14. designated shall disperse such monies to the appropriate Association  
15. or Associations.
16. 2. Each of the Associations named above shall certify to the Board, in  
17. writing, the current rate of its membership dues. Any Association  
18. which shall change the rate of its membership dues shall give the  
19. Board written notice prior to the effective date of such change.
20. 3. Each of the Associations named above, once such monies have been  
21. dispersed to such Associations, shall save harmless the College from  
22. any claims arising from any misapplication of such monies.



1. B. Travel

2. 1. Travel is authorized by the Chief Academic Officer and the coordina-  
3. tion of its operation and function shall be accomplished by the  
4. traveller and the Chief Academic Officer. Specific provisions are  
5. stated in the current handbook governing travel.

6. 2. A travel allowance of twenty-two cents 22¢ per mile shall be paid  
7. educators for excess travel to their teaching assignments and the  
8. amount to be paid the educators will be determined at the beginning  
9. of the semester. These arrangements would originate from the Chief  
10. Academic Officer.

11. 3. The Chief Academic Officer determines excess travel allowance by  
12. subtracting the difference from the educators' home to the Mays  
13. Landing campus from the distance from the educators' home to the  
14. off-campus assignment. If this difference is greater than zero, it  
15. is doubled and multiplied by 22¢ per mile. To this sum is added the  
16. tolls paid. This total of mileage allowance and tolls is multiplied  
17. by the number of times the class meets per week to arrive at the  
18. final excess travel allowance.

19. 4. If there is a discrepancy between actual mileage and formula mileage,  
20. the Chief Academic Officer may consider making an adjustment.

21. C. Professional Development

22. The College and the Association recognize the importance of faculty  
23. development on the effectiveness of teaching. To promote and encourage  
24. professional growth, each educator will have \$100 per academic year to  
25. be used for scholarly activities like memberships in professional  
26. organizations, scholarly publications, research, and convention expenses.

1. College library service has the option to catalogue professional jour-  
2. nals. College denial on an expenditure in this budgeted area shall not  
3. be grievable nor arbitrable.

4. D. Copies of Agreement

5. Copies of this Agreement shall be reproduced by the Board and distrib-  
6. uted to all educators now employed or hereafter employed by the Board  
7. during the duration of this Agreement.

8. E. Separability

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

14. F. Ratification

15. This Agreement shall be subject to ratification by members of the  
16. Association and by members of the Board of Trustees.

17. G. Savings Clause

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

1. H. Understanding of Parties

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

4. I. Compliance Between Individual Contract and Master Agreement

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

10. J. Pay Cycle

11. Teachers will have the option to be paid either on a ten-month or  
12. twelve-month basis. Paydays occur every other Friday with adjustments  
13. for holidays according to a payday schedule issued by the Business  
14. Office. Counselors and librarians shall be paid on a twelve-month  
15. basis.

ARTICLE XVI

DURATION OF AGREEMENT

1. This Agreement shall be effective from July 1, 1984 and shall continue in  
2. effect until June 30, 1987 unless the Association and the Board mutually  
3. agree in writing to an extension of its duration.

4.  
5.

6. BOARD OF TRUSTEES

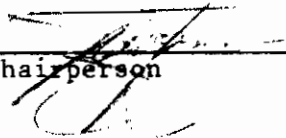
EDUCATION ASSOCIATION  
The Teachers, Librarians and  
Counselors Bargaining Unit


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11.

  
Chairperson

  
President

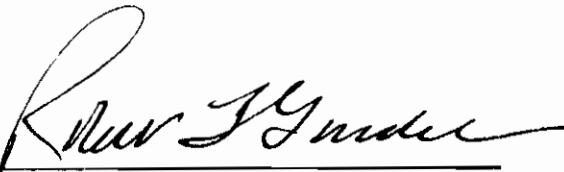
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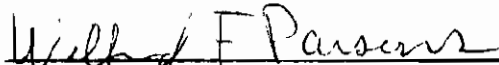
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Secretary

  
Secretary

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Date of Completed Signing: 10/19/84

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APPENDICES

- I - Teachers' Salary Ranges
- II - Counselor/Librarian Salary Ranges
- III - Salaries

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

APPENDIX I

TEACHERS' SALARY RANGES  
Ten Month Contract

<u>ACADEMIC RANK</u>	<u>SALARY RANGE</u> 1984-85	<u>SALARY RANGE</u> 1985-86	<u>SALARY RANGE</u> 1986-87
Instructor	\$13,878-22,205	\$14,988-23,981	\$16,187-25,899
Assistant Professor	\$17,128-27,405	\$18,498-29,597	\$19,978-31,965
Associate Professor	\$20,270-32,432	\$21,892-35,027	\$23,643-37,829
Professor	\$24,096-38,554	\$26,024-41,638	\$28,106-44,969

A \$500 stipend shall be awarded to a teacher who is promoted to the next higher rank in the 1984-87 contract years. If a promotion in rank has been 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.

APPENDIX II  
 COUNSELOR/LIBRARIAN SALARY RANGE  
Twelve Month Contract

<u>LEVEL</u>	<u>SALARY RANGE</u>	<u>SALARY RANGE</u>	<u>SALARY RANGE</u>
	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Counselor/Librarian I	\$13,329-21,326	\$14,395-23,032	\$15,547-24,875
Counselor/Librarian II	\$16,204-25,926	\$17,500-28,000	\$18,900-30,240
Counselor/Librarian III	\$18,818-30,109	\$20,323-32,517	\$21,949-35,118
Counselor/Librarian IV	\$21,628-34,605	\$23,358-37,373	\$25,227-40,363

A \$500 stipend shall be awarded to a teacher who is promoted to the next higher rank in the 1984-87 contract years. If a promotion in rank has been 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.

APPENDIX III  
SALARIES

A. Salary Increases

1. Ten Month Teachers

- a. For the academic year 1984-85, an across-the-board raise of \$2,050, effective July 1, 1984, subject to range maximum, shall be granted over prior year's salary. Note: There shall be no "red lining" (adherence to the range maximum) of salaries through June 30, 1985.
- b. For the academic year 1985-86, an across-the-board raise of 8%, effective July 1, 1985, subject to range maximum, shall be granted above the 1984-85 salary. There shall be no "red lining" (adherence to the range maximum) through June 30, 1986.
- c. For the academic year 1986-87, an across-the-board raise of \$2,400 effective July 1, 1986, subject to range maximum, shall be granted above the 1986-87 salary. There shall be no red-lining (adherence to the range maximum) through July 1, 1986.

2. Twelve Month Educators

- a. For the academic year 1984-85, an across-the-board raise of \$2,050 effective July 1, 1984, subject to range maximum, shall be granted over prior year's salary. Note: There shall be no "red lining" (adherence to the range maximum) of salaries through June 30, 1985.
- b. For the academic year 1985-86, an across-the-board raise of 8%, effective July 1, 1985, subject to range maximum, shall be granted above the 1984-85 salary. There shall be no "red lining" (adherence to the range maximum) through June 30, 1986.

B. Overload Salary Schedule, Fall, Spring and Interim Sessions, 1984-87

	<u>Per Contact Hour</u>
Instructor, C-L I	\$250
Assistant Professor, C-L II	\$300
Associate Professor, Professor, C-L III, C-L IV	\$325

C. Summer Sessions Salary Schedule, 1985-87

Instructor, C-L I	\$275
Assistant Professor, C-L II	\$325
Associate Professor, Professor, C-L III, C-L IV	\$350

Independent Study Salary Schedule, 1984-87

Educators supervising independent study programs shall receive \$50 per credit. An educator shall not supervise more than two (2) such programs per semester. Independent study supervision shall be voluntary and shall not count toward the educator's normal 15-hour teaching load.



E. Cooperative Education Instructional Stipend, 1984-87

Educators supervising cooperative education courses shall receive \$17 per student credit hour. Such educator supervision shall be voluntary and shall not count towards the educator's normal 15-hour teaching load.

F. Coaching Salaries, 1984-87

The following coaching salaries are applicable only to full-time members of the bargaining unit.

Coach I	\$2,500
---------	---------

Basketball (Men and Women)	Wrestling
Soccer	Archery
Baseball	Softball

Coach II	\$1,300
----------	---------

Volleyball	Tennis (Men)
Golf	Tennis (Women)

Coach III	\$ 850
-----------	--------

Cross Country

Assistant Coaches

50% of the full coach salary at each particular level (I, II, III).

G. Extra-Curricular Activities Salary Schedule, 1984-87

Newspaper Advisor	Three-contact hour reduced load plus \$602 each semester. Overload teaching only upon the request of the Chief Academic Officer.
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Yearbook Advisor	\$1,095
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H. Telecourse

A telecourse may be taught either in load or as an overload. The maximum class size is 35 students. Once the maximum size is reached the following rate shall go into effect for every student over 35.

Instructor	- \$50 per student
Asst. Professor	- \$55 per student
Assoc./Full Professor	- \$60 per student

H. Telecourse (Cont.)

If the course is taught as an overload, the following rate of pay shall be used.

Instructor	- \$125 + \$50 per student
Asst. Professor	- \$125 + \$55 per student
Assoc./Full Prof.	- \$125 + \$60 per student

The contracted overload rate is in effect once enrollment reaches 15 and does not exceed 35 students. Once the maximum size of 35 students is reached, the former rate schedule shall be used to compute pay for excess students.

## REFERENCES

- I. Teachers' Evaluation Summary Form
- II. Teachers' Self-Evaluation Form
- III. Counselors' Evaluation Summary Form
- IV. Counselors' Self-Evaluation Form
- V. Librarians' Evaluation Form
- VI. Librarians' Self-Evaluation Form
- VII. Teachers' Minimum Qualifications for Promotion
- III. Counselor/Librarian Minimum Qualifications for Promotion
- IX. Promotion Interest Form
- X. Criteria for Promotion
- XI. Retraining Policy

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

REFERENCE I

TEACHERS' EVALUATION SUMMARY

This form shall be completed by the appropriate chairperson each 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         fifth-year evaluation         promotion  
                   recommended     not recommended

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

Remarks:

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

REFERENCE II

TEACHERS' SELF-EVALAUTION 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:

2. Professional Growth:

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

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Received

REFERENCE III

COUNSELORS' 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     fifth-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 prerequisite requirements.

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, transferrability of ACC 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





REFERENCE V

LIBRARIANS' EVALUATION FORM

This form shall be completed by the appropriate director each semester for first, second, third, fourth, and fifth year librarians; each year for multiple year contract librarians 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 ratings.

Evaluation for: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Dept: \_\_\_\_\_

Evaluation by: \_\_\_\_\_

Title: \_\_\_\_\_

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

1. Professional effectiveness    Satisfactory ( )    Needs Improvement ( )

Remarks:

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'S 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: \_\_\_\_\_

1. Librarian Effectiveness:

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 Community College.
2. An Assistant Professor may be promoted to the rank of Associate Professor if he/she has a Master's Degree, has ten 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 Community College for at least five years.
3. An Associate Professor may be promoted to Professor if he/she has a Master's Degree, has fifteen years of full-time teaching experience or the equivalent with at least ten at the collegiate level; and has been an Associate Professor at Atlantic Community College 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 (2) equated years of full-time teaching for the purposes 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 Chief Academic Officer.

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, in unusual circumstances, in hiring the College may waive the experiential criteria.

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 ten years full-time counseling/library experience (with at least seven at the collegiate level and at least five at ACC) or equivalent.

Counselor/Librarian IV

Master's Degree in Counseling/Library Science plus a minimum of fifteen years counseling/library experience (with at least ten at collegiate level and at least five at ACC) 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) M.S.W., and/or (4) Master's in Psychology.

The holder of an earned doctorate will be credited with two (2) 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 counseling/library experience for each of the above ranks with the approval of the Chief Academic Officer.

REFERENCE IX

PROMOTION INTEREST FORM

TO:

FROM:

SUBJECT: Promotion - Preliminary Application

This is to inform you of my intention to apply for promotion by December 1, 19\_\_ according to the provisions stated in Article IX of the Master Contract effective academic year \_\_\_\_.

Date hired . . . . . \_\_\_\_\_  
Date last promoted . . . . . \_\_\_\_\_  
Present rank . . . . . \_\_\_\_\_  
Years<sup>1</sup> at present rank . . . . . \_\_\_\_\_  
Years<sup>1</sup> full-time teaching experience<sup>3</sup> . . . . . \_\_\_\_\_  
Years<sup>1</sup> full-time teaching experience  
at college level<sup>3</sup> . . . . . \_\_\_\_\_  
Years<sup>2</sup> 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 September 15.

cc: Chief Academic Officer

<sup>1</sup>Not including this academic year.  
<sup>2</sup>Explain in detail on reverse side.  
<sup>3</sup>List 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 (p. 70). 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. Provides help to students outside of class which goes beyond normal class hours and office hours. This help must be of such a nature as to be documentable or demonstrable, e.g., a "structured activity."
- B. Is willing to provide alternative or innovative methods of instruction when necessary to meet the needs of different students and/or classes.

#### II. Professional Growth

Demonstrates professional growth in ways such as the following:

- A. Gives evidence of professional activity, such as:
  1. membership in professional societies as evidenced by any of the following:
    - a. attending meeting as delegate/member;
    - b. organizing a professional meeting;
    - c. serving as speaker at a meeting;
    - d. serving as panelist at a meeting;
    - e. serving as moderator/facilitator, recorder, editor, etc.;
    - f. holding office in any professional organization;
    - g. serving on or chairing an organization committee.
  2. scholarly activity, as evidenced by any of the following:
    - a. publishing;
    - b. submitting manuscripts;
    - c. preparing reports on research.
  3. Subscribing to professional journals
- B. Takes courses and/or participates in workshops, seminars, or colloquia which 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

Makes contributions to the College, such as the following:

1. Providing significant service as a committee member;
2. chairing a committee;
3. providing significant service to the division or organizational unit;
4. serving as advisor to a student organization or activity;
5. conducting a workshop or other activity in the name of the College;
6. filling speaking engagements in the name of the College;
7. sharing teaching materials with colleagues;
8. proposing and implementing new programs and courses;
9. suggesting new administrative procedures;
10. implementing new concepts or objectives;
11. aiding in the preparation of a grant proposal.

## REFERENCE XI

### RETRAINING POLICY

1. It is the policy of ACC to promote educational excellence through the development of programs which 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 chief academic officer 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 chief academic officer 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 overstaffed.
4. When diminution of enrollment in an overstaffed 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 chief academic officer shall immediately inform the affected division and arrange a meeting of the area faculty to discuss the situation. At this meeting the chief academic officer 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 overstaffed area through voluntary action. Therefore, the alternatives shall be made available not only to faculty at risk, but, at the discretion of the chief academic officer, 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 chief academic officer) are:
  - a. crossover teaching
  - b. departmental reassignment



- 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 chief academic officer while retaining seniority in their original areas. Consideration for crossover assignment is initiated by the faculty member by indicating interest in writing to the chief academic officer and arranging a meeting with the appropriate division chair or administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the crossover field. Based upon this evaluation, the chairperson shall make one of three recommendations to the chief academic officer:
- 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 division chair. 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 chief academic officer. 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 overstaffed 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 Chief Academic Officer in writing and arranging a meeting with the appropriate division chair or administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the new area. Based upon this evaluation, the chair shall make one of three recommendations to the Chief Academic Officer.
- 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

- 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 division chair and approved by the chief academic officer. 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 chief academic officer. Each division chair 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 teaching half-time in each of two semesters, or teaching full-time in one semester a year. Requests for half-time appointment is initiated by the faculty member and submitted in writing to the chief academic officer, who shall make a recommendation to the President after consulting with the division chair. 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 ACC. 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 ACC 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 Chief Academic Officer, who shall make a recommendation to the President after consulting with the division chair. 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 both to tenured faculty members at risk and to tenured faculty members not at risk in an overstaffed area.

11. No tenured faculty member shall be terminated due to diminution of enrollment without first being offered the opportunity for either a reassignment or relocation leave. Tenured faculty refusing to accept this opportunity may be terminated by the College if justified on the basis of diminution of enrollment.
12. There shall be a joint committee on faculty development composed of two persons appointed by the President, two persons appointed by the union, and two persons appointed by the Faculty Assembly responsible for monitoring this program and advising the President on its implementation.

\* For the purposes of this document, a counselor/librarian five-year employment contract will be equivalent to tenure.

Policy on Retraining does not encompass grant funded positions.

