

THIS AGREEMENT is entered into, effective as of the first day of July, 2001, by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD", AND THE BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

ARTICLES OF AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – BARGAINING UNIT

1. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Law 1973, Chapter 123, for the Bargaining Unit which shall be comprised of all full-time faculty holding the academic ranks of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor, and of all full-time employees bearing the titles of Library Associate, Professional Assistant, or Technical Assistant, whether said faculty and employees are on contract for a full calendar year or for a full academic year or any part thereof, or on leave, excluding the President of the College, Vice Presidents, and Deans.

2. For the duration of this Agreement, the Board agrees not to negotiate with any member in the bargaining unit, individually, nor with any group within the bargaining unit, but only with the Association.

3. The Bargaining Unit shall hereinafter be designated as follows:

GROUP T – Full-time teaching faculty holding the academic rank of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor.

GROUP C – Full-time faculty in Continuing Education/Community Services holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP S – Full-time faculty in the areas of Student Counseling and Financial Aid and Veteran Service holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP L – Full-time faculty in the Library and Learning Resources Center holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP R – Full-time faculty in the areas of Admissions, Records and Registration, holding academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP E – Full-time faculty in the E.O.F. Office holding rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP A – Library Associate, Professional Assistant, and Technical Assistant.

"FACULTY MEMBER" shall hereinafter refer only to members of Groups "C", "L", "R", "S", "E", and "T".

"MEMBER" shall hereinafter be the term used to refer to members of all of the aforementioned Groups.

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ARTICLE II – UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this contract are from July 1, 2001 to June 30, 2004. [[Extended to June 30, 2007, per modification of July 1, 2004](#)]
2. This Agreement supersedes all previous understandings and agreements between the Association and the Board.
3. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to statutory law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by statutory law, but all other provisions or applications of the Agreement shall continue in full force and effect.
4. Should a mutually acceptable amendment be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been so ratified, it shall become part of this Agreement. A Memorandum of Understanding that has a long term impact on a term and condition affecting some or all of the members covered by this Agreement shall be incorporated into the Agreement when a successor Agreement is printed. A Memorandum of Understanding that has a time certain expiration or that affects an individual member shall be maintained in a separate file.
5. Any individual contract between the College and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. Any such individual contract shall be binding only during the term of this Agreement.
6. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time after signing by both parties, to all members now employed or subsequently employed by the Board during the term of this Agreement.

ARTICLE III – NEGOTIATIONS

1. The parties shall enter into negotiation no later than April 1 of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.
2. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings which are related to Association matters, such person shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall such person receive extra compensation therefore.
3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals, consider proposals and make counter proposals during negotiations.

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ARTICLE IV – BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE V – ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.
2. Duly authorized members of the Association shall be permitted to transact official Association business on College property when they have no instructional or office hours or other assigned employment responsibilities, and when such transactions in no way interfere with College business or with the instructional or office hours or other assigned employment responsibilities of any other member of the College faculty or staff.
3. The Association shall supply, at its own cost, all materials, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. College equipment, when not required for College purposes, shall be available for use on campus by the Association.
4. With the prior approval of the President of the College or his/her designee, which approval shall not be arbitrarily withheld, the Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such times and places as will not interfere with, delay, or defer any activity or function of the College.
5. The Association may be permitted the use of the College internal mail and telephone systems. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for Association purposes, shall be paid for by the Association.
6. The person who holds the office of President of the Association shall be provided by the College with a single occupancy office on campus during his/her term of office, provided that space limitations permit, as determined by the President of the College or by his/her designee.
7. A bulletin board in a location designated by the President of the College or by his/her designee for official Association purposes shall be provided in the main campus building.
8. Members are required to adhere to all rules and regulations, current and future, that are necessary for the proper administration and conduct of the College.

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ARTICLE VI – INDIVIDUAL CONTRACTS

1. Individual contracts for employees in Group "T" shall be from September 1st through June 30th each year. The contract obligation for this Group shall be from September 1st to on or about June 15th, emergent matters permitting.
2. Individual contracts for employees in Groups "C", "L", "R", "E" and "S" shall be from July 1st through June 30th each year, except that individual contracts for new employees in Groups "C", "L", "R", "S", & "E" hired after the 1979-1980 school year, may be issued on a ten (10) or eleven (11) month basis. Members working on an eleven (11) month basis shall be entitled to a one (1) month vacation (23 working days) during July or August, or at other times during the academic year equivalent to one (1) month as approved by the President of the College or by his/her designee. Individual contracts for employees in Groups "C", "L", "R", and "S" hired prior to the 1979-1980 school year may, if offered the opportunity by the Administration, elect on an annual basis an eleven (11) month contract. Individuals electing to work on an eleven (11) month basis shall be entitled to vacation as stated in this paragraph.

All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within the fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited.

Group "S" members employed on a ten (10) month contract, September 1st through June 30th, may request a flexible contract (any ten (10) out of twelve (12) months) subject to the right of refusal by the Administration. Opportunity will be provided for members of Group "S" to work their thirty-four (34) hours per week on a four (4) day work schedule on a rotational basis, subject to the limitation that there be only one member per week on a four (4) day work schedule.

3. Individual contracts for Group "A" shall be from July 1st through June 30th each year. Technical and Professional Assistants may be hired, effective July 1, 1983, on a ten (10) month basis. Compensation is to be 15% below 12 month Technical Assistant and Professional Assistant salaries.
 - a. Individuals who have been members of Group "A" for ten (10) years shall receive a two-year reappointment contract effective with their next reappointment date.
 - b. Instructional Group "A" members and non-instructional Group "A" members, employed as professional or technical assistants prior to July 1, 1981, shall be entitled to a one (1) month vacation (23 working days) during July or August or at other times during the academic year equivalent to one (1) month as approved by the President of the College or by his/her designee, plus those holidays when the College is closed.
 - c. Vacation days for twelve (12) month Non-Instructional Professional Assistants and Technical Assistants appointed after July 1, 1981, and all twelve (12) month Instructional Professional Assistants and Technical Assistants hired after October 1, 1991, shall be determined as follows:
 - 1) Vacation entitlement for a contract year shall be determined by the length of the member's active employment as of July 1st of that year.

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- 2) If a Group "A" member is hired prior to January 1st of a contract year, he/she shall receive one (1) vacation day per month during his/her initial employment period through June 30th. Thereafter, the schedule listed in section 3) below shall be in effect.

If a Group "A" member is hired after January 1st of a contract year, he/she shall receive one (1) vacation day per month during his/her initial employment period through June 30th and continuing through his/her first full contract year. Thereafter, the schedule listed in section 3) below shall be in effect.

- 3) Notwithstanding the limitations defined in section 2) above, the following schedule of vacation entitlement shall be in effect:

1 year	13 days	6 years	19 days
2 years	14 days	7 years	20 days
3 years	15 days	8 years	21 days
4 years	16 days	9 years	22 days
5 years	18 days	10 years	23 days

- 4) A Group "A" member who leaves before completing six (6) months of active employment shall receive no vacation credit. A member who resigns before the end of a given month shall receive no credit for that month. A member who takes a Leave of Absence (Medical, Maternity, Family Leave or other) shall have his/her vacation entitlement prorated to reflect his/her months of active employment between July 1st of the preceding year and June 30th of the current calendar year.
- 5) All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within the fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited.
- 6) Vacations shall be scheduled with due consideration for the operating needs of the College, division, department; however, individual requests will be considered by the Administration to the extent practical. If it should be necessary to choose between employees in the same job in arranging the vacation schedule, seniority at the college shall rule.

ARTICLE VII – SALARY

1. The Board hereby agrees to compensate members for the three-year period, beginning July 1, 2001, and ending June 30, 2004, in accordance with the salary schedule annexed hereto as Appendix "A" - Salary Schedule 2001-2004.
2. Salary Adjustments
 - a. Each member on the salary guide will receive a 3% raise plus \$800, rounded to the nearest existing 1/8 step on the guide for each of the three years, except as indicated:

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- 1) If the member is on the Instructor guide and below step 7, the rounding shall be up;
 - 2) If the member is on the Assistant Professor guide and below step 6, the rounding shall be up.
- b. Each member whose salary is above his/her applicable guide, will receive a 3½% increase in each year of the contract.
 - c. All members who have 25 years or more of service to the college, but have not yet reached the top of the guide for their rank, will add 1/8 of a step to their salary in February (the mid-point of the academic cycle) during each year of the contract.
 - d. All members currently earning less than \$35,000 on the Instructor guide shall move to at least one full step beyond \$35,000 on that guide during the first year of the contract.
 - e. All members currently earning less than \$40,000 on the Assistant Professor guide shall move to at least one full step beyond \$40,000 on that guide during the first year of the contract.
 - f. The overload rate at the top of each guide for each rank increases by one dollar (\$1.00) in year two of the contract. If an individual is already over the top of the guide at that time, he or she will be awarded two dollars (\$2.00) over the amount currently in place on the guide. If an individual reaches the top of the guide during any of the three years covered by this contract, he or she will receive one dollar (\$1.00) over the amount currently in place on the guide.

Each member shall receive his/her annual salary adjustment for the years of this Agreement as stated in Sections 1 and 2. This clause shall serve to modify Paragraph 3 below, for the duration of this Agreement.

3. Each member shall receive an annual increment by advancing from his current salary to the next higher step of the salary schedule for his rank or classification, only upon the recommendation of the President of the College to the Board, which recommendation shall not be arbitrarily withheld. If an increment is withheld, the member shall have recourse to the grievance procedure. A step is defined as one vertical movement in a guide from the lower rate to the higher rate (representing a 4.07% adjustment).

4. The salary increment for the first year of employment for members shall be prorated as follows:

Months of Service:	10	9	8	7	6	5	4	3	2 or less
Steps:	1	7/8	3/4	5/8	1/2	3/8	1/4	1/8	0

This formula shall be modified on a case by case basis to allow for prorating in accordance with the understandings in Section 2.

5. If a faculty member is promoted to a higher rank, s/he shall be placed on that step of the salary schedule of his/her new rank, which is equal in amount to that which s/he would have received had s/he not been promoted, plus one (1) increment.

6. Members whose actual or equated load exceeds the required contract teaching load or workload shall be compensated at their full overload rate per fifty minute contact hour, as set forth in Appendix "A".

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7. Full-time members in Groups "A", "C", "L", "R", "E", and "S" engaged for overload services over and above their required hours shall be compensated at two-thirds (2/3) of their overload rate per 60 minute clock hour as set forth in Appendix "A". Employees in Groups "A", "C", "L", "R", "E", and "S" who work on Sunday will be paid at their overload rate per clock hour.
8. Faculty members in Groups "C", "L", "R", "E", and "S" who work eleven (11) months shall be paid an additional ten percent (10%) of their annual ten (10) month salary.

Faculty members in Groups "C", "L", "R", and "S" employed under a ten (10) or eleven (11) month contract, who are normally required to work those days when the College is open but classes are not in session, shall earn an additional five hundred dollars (\$500) payable in prorated installments, one at the end of the fall semester and one at the end of the spring semester. With the approval of the appropriate Dean, a faculty member in the "C", "L", "R", and "S" groups may elect to take days off in either semester and forfeit fifty dollars (\$50) of the \$250 semester installment for each day taken off. Faculty members in Groups "C", "L", "R", and "S" who commenced employment prior to the spring 1985 semester shall earn an annual stipend of five hundred dollars (\$500). Faculty members in Groups "C", "L", "R", and "S" who commenced employment during the spring 1985 semester, shall earn an annual stipend of two hundred fifty dollars (\$250.00).

9. Stipends for Coordinators

The following shall be the stipend ranges for the listed Coordinators.

<u>Coordinator Title</u>	<u>Range</u>
Medical Laboratory Technology	6350 – 7255
Medical Office Assistant	6350 – 7255
Radiography	6350 – 7255
Radiography – Clinical	3040 – 3577
Respiratory Therapy	6350 – 7255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
Surgical Technology	5226 – 6006
Dental Hygiene	4203 – 4870
Veterinary Technology	2700 – 3200
Diagnostic Medical Sonography	3800 – 7255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
Physical Therapist Assistant	6350 – 7255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
American Language	4130 – 6006
Computer Science	4130 – 4788
Social and Behavioral Sciences	4130 – 4788
Biological Sciences	4130 – 4788
Physical Science	4130 – 4788
Accounting/Business Administration	4130 – 4788
Information Technology	4130 – 4788
English Composition/Literature	4130 – 4788
English Basic Skills/AIMS	4130 – 4788
Hotel/Restaurant/Hospitality	4130 – 4788
Industrial & Design Technologies	4130 – 4788
Manufacturing Technology	4130 – 4788

Philosophy and Religion	4130 – 4788
World Languages and Cultures	4130 – 4788
Math/Basic Skills	4130 – 4788
Art	4130 – 4788
Communication Arts	4130 – 4788
Paralegal/Legal Nurse	3040 – 3677
Educational Opportunity Fund	2632 – 3224
Community & Cultural Affairs (Director)	2632 – 3224
Academic Coordinator	2,550 – 2,812
Director Financial Aid	2,550 – 2,812
Job Placement Coordinator	2,550 – 2,812

It is understood that the stipends of all individuals holding Coordinator/Director positions as of July 1, 2000, shall be "grandfathered," regardless of the established ranges. Individuals newly appointed to Coordinator positions shall receive an appropriate stipend within the range.

Coordinators currently making \$4,130 or less for their services will receive a one-hundred-dollar (\$100) raise during the first year of the contract. All Coordinators will receive a two-hundred-dollar (\$200) raise during the second year of the contract.

10. A qualified member requested by the Dean to cover a class of an ill colleague will receive compensation in accordance with his/her established overload rate for the type of class covered.

For reasons other than illness, and with the approval of the Division Dean, qualified faculty members may substitute for each other without loss of pay or extra compensation.

If the College President, Vice President or appropriate full Dean, requests that a faculty member attend a particular conference or meeting as the College's representative, the faculty member asked by the Dean of the relevant Division to cover the class(es) of the faculty member attending the said conference or meeting, shall receive compensation in accordance with his/her established overload rate for the type of class covered.

If an athletic coach is asked to have his or her team participate in a regional or national tournament, and if said athletic coach must accompany the students during such a tournament, then the substitute engaged to cover the coach's classes shall be paid in accordance with his/her overload rate as set forth in Appendix "A" if the substitute is a faculty member.

11. Full-time faculty in Group "T" are required to render "up to three (3) days" of service at each fall and spring registration as part of their total responsibility and without extra compensation.

Faculty in Group "T" shall be paid for registration only after seven (7) hours of continuous work or for any hours worked after 9 p.m., or for any service beyond the three (3) day required period for each fall and spring registration.

Faculty in Group "T" working during summer session registrations shall be paid for their hours unless those hours are being exchanged for any part of the three (3) day required period for each fall and spring semester registration.

Compensation for registration coverage, as defined above, shall be \$25.00 per hour.

12. Service in the Advisement Center by faculty in Group "T" will be an alternate to the contract requirement of "up to 3 days" at registration each fall and spring semester.

Faculty in Group "T" whose service commenced on September 1, 2001 or thereafter, will serve twenty-one (21) hours per semester in the Advisement Center in lieu of 3 days per semester at registration.

Continuing faculty in Group "T" who previously trained as advisers under the terms of prior contract agreements are expected to serve 16 hours per semester, in the Advisement Center in lieu of "up to 3 days" at registration per semester.

Other continuing faculty in Group "T" may elect to exchange "up to 3 days" per semester at registration for 16 hours per semester in the Advisement Center, subject to the needs of both the Advisement Center and the Department.

13. Currently employed full-time faculty members who receive their terminal degree (Doctorate) from a College or University that has been accredited by a regionally accredited agency shall be given one increment improvement on their salary schedule upon evidence of their attainment of the degree.

ARTICLE VIII – LOAD

1. The teaching load for Group "T" faculty shall not exceed thirty (30) contact hours per academic year, nor exceed twenty-one (21) contact hours per semester without compensation, as provided for in Article VII. If more than eighteen (18) contact hours are assigned in-load in a semester, then there will be no more than twenty-one contact hours permitted in that semester including overload. The President of the College may provide for extra compensation for teaching assignments beyond fifteen (15) contact hours during any semester. Every effort will be made by the Administration to give each faculty member a fifteen (15) hour contact load each semester. The faculty member is obligated to teach thirty (30) contact hours per academic year; however, if, under certain conditions, a faculty member's load is less than thirty (30) contact hours per year, the faculty member shall be assigned by the President of the College or his/her designee to an administrative responsibility, two (2) hours of administrative work being equivalent to one contact teaching hour, to make up the required thirty (30) contact hours of teaching, or said faculty member may be given an extra class assignment which could exceed the thirty (30) required contact hours. In this instance, the faculty member shall be paid for the extra hours beyond the required thirty (30) in accordance with established overload rates. This clarification in no way modifies or supersedes Article XIII, Paragraph d., Termination by the College of Tenured Faculty Appointments.
2. Full-time Group "T" employees must apply in writing to their Dean/Director for consideration/approval of an eighty-percent (80%) load in a given fall or spring semester. If approved by the College, such employees shall receive eighty percent (80%) of their salary. Individuals on 80% load shall have no overload privileges in that semester. If scheduling issues result in requests for split 80% loads, e.g., 11-13, 10-14, the individual must agree and commit to the full year arrangement at the beginning of the academic year.

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3. Overload teaching by faculty members up to six (6) contact hours per semester will be permitted at Bergen Community College or other institutions subject to the limits stated in #14. During the period of a sabbatical leave, a faculty member may work up to four (4) contact hours during each semester.
4. Preferences for overload teaching shall normally be given to qualified members of Group "T" over adjunct faculty.
5. No faculty member in Group "T" shall be required to teach, as part of his/her schedule, more than eight (8) contact hours per semester or three two (2) contact hour courses per semester between the hours of 6:00 p.m. and 10:30 p.m., nor more than two nights per week, without his consent; the aforesaid provision shall not apply when this necessitates the issuance of schedules to other tenured faculty members that otherwise would have violated this article. Courses scheduled prior to 8:00 a.m. shall be considered as overload courses.
6. Members of Groups "C", "L", "R", "S", "E", and "A" may be required to work up to 40% of their work week after 6:00 p.m. – no more than a combination of 2 nights or Saturday or, for those members affected by #8 below, Sunday assignments.
7. In the event that a faculty member in Group "T" is required to teach on Saturday as part of his regular schedule, he/she shall have the following Monday off. No faculty member in Group "T" shall be required to render services on Saturdays for two (2) consecutive semesters.
8. No members of Group "L" or non-teaching members of Group "A" assigned to the Library and who were hired prior to July 1, 1993, shall be required to work on Sunday as part of their normal schedule without their consent. Those members of Group "L" and non-teaching members of Group "A" assigned to the Library and who were hired after June 30, 1993, may be assigned work on Sunday as part of their normal schedule (except as limited by Article VIII, Paragraph 6 above).
9. Full-time faculty members engaged for the first time on or after July 1, 1970, may be explicitly engaged to teach a full schedule after the hour of 6:00 p.m. daily. Members of Group "A" and non-teaching faculty hired on or after July 1, 2002, in Groups "S", "C", "L", "R", and "E" may be explicitly engaged for up to 60% of their schedule after the hours of 6:00 p.m. daily. They shall be designated "Evening Session Faculty". Annually, "Evening Session Faculty" shall be given priority for appointments as day session faculty members, if such vacancies exist.
10. Faculty in Group "S" shall have thirty-four (34) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day, no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour). No more than four (4) of these hours shall be scheduled after 6:00 p.m. on more than two (2) days of the week without the member's consent except as modified by items Article VIII, Paragraph 6.
11. Faculty in Group "C", "L", "R", & "E" shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour).
12. A reduced force of members of Groups "C", "L", and "R" sufficient to maintain and fulfill the public service responsibilities of the Library and Learning Resources Center, the Office of Admissions and Registration, the Continuing Education Division, and of Group "A" members of all divisions, shall be permitted during the fall and spring recesses. Whenever possible, 50% staffing coverage will be available during designated "skeletal coverage" periods. The numbers are to be approved by the President of the College or his/her designee.

13. Members of Group "A" are twelve (12) month employees and shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively on any day, with the exception of the lunch hour and/or dinner hour and may not be varied in any manner unless mutually agreed to by the Association and the College.
14. Overload teaching during the fall and spring semesters shall not exceed six (6) contact hours per semester. In the event that mode scheduling or course credit prevents a member of Group "T" from teaching six (6) overload hours in a semester, the Group "T" member may teach up to seven and one-half (7½) equated contact hours in either the fall or spring semester to achieve the intent of his/her having the opportunity to teach twelve (12) overload hours during the fall and spring semesters combined. Exceptions will be individually evaluated by the Executive Vice President in consultation with the Academic Vice President, but only in the case of "moding".

Faculty members engaged to teach other than during the fall and spring semesters may teach up to nine (9) contact hours in any one session.

Overload teaching shall not exceed twenty-four (24) hours in any one academic year (July 1 to June 30).

15. Preference for overload and summer session teaching shall normally be given to qualified faculty members of Groups "T", "A", "C", "L", "E", "R", and "S" over lecturers and adjunct faculty.
16. Procedures for the assignment of all overload shall be as follows:
 - a. Qualifications to teach the overload course(s) will be determined by the Dean of the relevant division, subject to approval by the Academic Vice President or his/her designee.
 - b. Overload course assignments will be allocated to persons in Group "T" holding rank within the relevant discipline in the following order: Professor, Associate Professor, Assistant Professor, Instructor, Associate Instructor, Lecturer. For the purpose of scheduling overload in the fall and spring semesters only, Lecturers shall be treated as part of Group "T".
 - c. The number of years in rank will determine the priority within that rank. In the event of a tie, the total number of years of service at Bergen Community College will govern.
 - d. Overload course assignments will be made by assigning one (1) course to each faculty member until all full-time faculty members have been offered one course in the discipline. It is understood that individual courses up to four contact hours will be considered one course. Individual courses having more than four (4) contact hours will be considered to be a second course. Additional assignments will be scheduled on the same rotating basis as outlined above until all overload courses have been scheduled, or all faculty members have been offered the maximum number of overload contact hours that they are permitted to teach under this agreement. It is the parties' intent that overload assignments for qualified faculty members will be distributed as equitably as possible.
 - e. In the event of a course cancellation, the faculty member of highest rank with the most number of years in that rank has priority rights to other courses, provided s/he is qualified.

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- f. Faculty members in group "T", who are qualified to teach in more than one discipline, may only enter the rotation for course assignment in their primary discipline, that is, the one in which they maintain voting rights. They may request overload assignments in the other discipline(s) only after all primary full-time members of that discipline have their assignments.
 - g. Group "T" members of academic disciplines have priority in all academic disciplines over Groups "A", "C", "L", "R", "E", and "S" members of non-academic divisions. After all full-time Group "T" members have been accommodated, qualified members of Groups "A", "C", "L", "R", "E", and "S" will be considered in accordance with the discretion of the Dean of the relevant Academic Division, subject to the approval of the Academic Vice President and consistent with Article VIII, Paragraph 16.a., above. Overload teaching compensation will be at the appropriate overload rate, as established in this agreement. Overload teaching cannot be in conflict with a member's primary job responsibilities or the needs of the home department. Members of Groups "A", "C", "L", "R", "E", and "S" must have their overload teaching schedules authorized by the appropriate Vice President/Dean/Director.
17. Summer session tentative assignments shall be issued by the Divisional Dean not later than three (3) weeks prior to the start of a summer session. A faculty member must indicate intent to teach in the summer at least 4 weeks prior to the start of a summer session. Any request received after this time will be considered outside of the procedures for the assignment of overload.
18. When a faculty member is requested to make a major educational effort by the President of the College or by an appropriate Vice President, which educational effort is not otherwise specified or provided for in this Agreement, the member will receive appropriate release time consideration by the Administration. The Association shall be requested to give advisory consultation.

ARTICLE IX – SCHEDULES FALL AND SPRING SEMESTERS

- 1. Full-time faculty members will complete a request for their in-load teaching by June 1 for the fall semester and by November 1 for the spring semester. The request form will include courses, days, times, and number of preparations, in priority rank order. Said members will be notified of their tentative in-load schedules by July 1 for the fall semester and by December 1 for the spring semester. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes as determined on the day of scheduled class cancellations. Group "T" members must be available to have their schedule changed, if they desire, on that day.
- 2. Teaching schedules, except for those persons teaching rotational courses, shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed seven (7) hours in any one day, and shall accumulate to no more than thirty (30) hours per week whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class on that day and the beginning of the first class on the next day. The above shall not apply when this necessitates the issuance of schedules to other tenure-track faculty members that otherwise would have violated the terms of this Paragraph.
- 3. Every effort will be made to insure that there shall be no more than three (3) consecutive classes as part of a faculty member's full-time teaching schedule.

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4. Every effort will be made to have no more than three (3) different class preparations within a faculty member's full-time teaching schedule.
5. Each instructor's teaching schedule must be arranged so that he/she has classes on at least four (4) days, except for rotational courses, and has one (1) posted office hour on each of three (3) of those days. A fourth (4th) office hour must be made available each week on an appointment basis.
6. SMALL CLASS SIZE OPTIONS – LOAD AND COMPENSATION

The Administration and the Faculty Association mutually agree as follows:

- a. As an alternative to canceling a class because of insufficient registration, the Divisional Dean may at his discretion utilize the following approach and authorize a "small class". Every effort will be made to keep the number of such classes to a minimum. This approach will not be used with Laboratory type courses (e.g. Science, Allied Health, etc.).
- b. It is understood that the small class formula will not be used in Nursing Labs, Allied Health Labs, or in the following classes:
 - Calculus I
 - Calculus II
 - Calculus III
 - Differential Equations
- c. Small Class Size Prorated Compensation. The Divisional Dean, with the consent of the faculty member, may utilize the following approach and authorize a "Small Class". Every effort will be made to keep the number of such classes to a minimum.

No individual section of B or C mode is to be assigned small class size.

The faculty member shall meet the full number of contact hours assigned to the class. Compensation will be based on the number of students enrolled as follows:

<u>Students</u>	<u>Contact Hour Compensation **</u>
11	0.95
10	0.90
9	0.85
8	0.80
7 or less	0.75

** In-load or overload as appropriate. If the enrollment drops to zero during the semester, overload payment will be prorated for the portion of the semester during which the course actually ran or for in-load, an equivalent administrative assignment will be made available, if possible, for the balance of the semester.

OR

- d. "PSI" (Personalized System of Instruction) classes" are defined as those having four (4) to eleven (11) students enrolled. Meetings and contact hours calculations are to be as follows:

	<u>Student Class Hour(s)</u>	<u>Faculty Contact Hour Compensation**</u>
2 Contact Hour Courses	1 hour (PSI)	1.5
3 Contact Hour Courses	1½ hrs. (PSI)	2.25
4 Contact Hour Courses	2 hrs. (PSI)	3.00

- e. The instructor is to motivate the students to achieve in the one (1) weekly meeting essentially the same work as is accomplished in one (1) week of regular classes. The instructor may use the first half of that meeting to determine how well students have mastered last week's tasks. The second half of the meeting can be used to explain the material of the current week's work and give the students their specific tasks.

ARTICLE X – LECTURE MODES AND CLASS OVERLOAD COMPENSATION

1. The Board will endeavor not to exceed student enrollment in courses as follows:

Computer Laboratories (Business & Math/Computer Science)	24
Laboratories (Science, Biology etc.)	28
English Composition & English Skills	22
All other courses	42

In the event that class size exceeds the above standard, calculated as of the tenth (10) day of classes, the Faculty Association may negotiate faculty remuneration for the teaching of students in excess of such class size standards.

The student enrollment for nursing clinics shall be in accordance with the criteria specified by statute (NJSA 45:14) and regulation (NJAC 13:37)

2. Large Lecture Modes

A lecture mode is determined by the number of course sections which it encompasses, not by the number of students in the mode. Type A Mode consists of a single section of any given course. Type B Mode consists of two sections of any given course, meeting anywhere between one-third and two-thirds of the weekly hours together. Type C Mode consists of three or four sections of any given course, meeting anywhere between one-third and two-thirds of the weekly hours together.

Contact load for modes shall be as follows:

<u>15 week semester</u>	=	<u>54 Minute Period</u>	<u>81 Minute Period</u>
Type A course meeting	=	1 contact hour	1.5 contact hours
Type B course meeting	=	1.5 contact hours	2.25 contact hours
Type C course meeting	=	2.0 contact hours	3.0 contact hours

3. Science Modes

For Science courses, the following will demonstrate the scheduling of modes:

<u>Lecture Mode</u>	<u>Lecture Size</u>	<u>Minimum Number of Labs</u>
A	0 28	1
A	29 42	2
B	43 56	2
B	57 84	3
C	85 112	4
C	113 140	5
C	140 168	6

4. Information Technology Modes

For Information Technology courses, the following will demonstrate the scheduling of modes:

<u>Lecture Mode</u>	<u>Lecture Size</u>	<u>Minimum Number of Labs</u>
A	1 24	1
A	25 42	2
B	43 48	2
B	49 72	3
B	73 84	4
C	85 96	4
C	97 120	5
C	121 144	6

Nothing in the preceding language shall state or imply any limitations on the number of students enrolled in sections or modes subject to any other provisions of Article X.

5. An instructor who teaches a Type "B" or "C" lecture is also to teach the recitations for that course meeting. This does not apply to laboratories. Exceptions to this may be made only by the Academic Vice President.
6. Mode assignments that bring a Group "T" member's teaching load beyond fifteen (15) contact hours will not be made until all Group "T" members of the relevant department are provided the opportunity to obtain full teaching loads, except as provided for in Article VIII, Paragraph 1.

7. Cooperative Work Experience

Instructors teaching Cooperative Work Experience shall be compensated on the following basis:

1 - 7 students	=	1 contact hour
8 - 15 students	=	2 contact hours
16 & 17 students	=	2.25 contact hours
18 & 19 students	=	2.50 contact hours
20 & 21 students	=	2.75 contact hours
22 & 23 students	=	3.00 contact hours
24 -- students	=	3.25 contact hours

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8. T.V. Courses

T.V. course compensation shall be based upon a faculty member's in-load or overload rate, depending upon the assignment made by the appropriate Dean.

Student enrollment up to eleven students shall be compensated in accordance with the "Small Class Size" reduced hours formula established in this Agreement (see Article IX, Paragraph 6.c. With student enrollment from twelve to fifty-two students, the instructor shall receive one contact hour per credit. From 53 students through 59 students, compensation shall be 1/45.

60 --- 95 students B mode compensation 1.5 contact hours
96 ---130 students C mode compensation 2 contact hours

9. Class Overload Compensation

- a. Faculty will be compensated at the appropriate fractional part-time rate for each student in each of their classes, both in-load and overload, in which students receive final grades of A, B, B+, C, C+, D, N and R and are in excess of the class sizes indicated below:

<u>Course</u>	<u>Students</u>
Laboratories (Science, Biology, etc.)	25
Developmental Mathematics	35
All other courses	35

- b. The following fractional part of a faculty member's part-time rate shall be used in computing his/her overload class size compensation:

<u>Course</u>	<u>Rate</u>
Laboratories (Science, Biology, etc.)	1/25
Developmental Mathematics	1/35
All other courses	1/35

ARTICLE XI - FRINGE BENEFITS

1. The Board agrees to provide each member, at the Board's own cost and expense, with full family coverage in a health benefit plan which is comparable to the N.J. State Health Benefits Plan. The Bergen Community College Faculty Association shall have the right of determining that the plan provides equal or better coverage. The Association shall rely on certification by the NJEA Research Division to determine that the proposed plan provides comparable benefits to the existing plan. If it is deemed by the Association that the proposed plan is not so comparable, the NJEA shall provide a written report to justify their conclusion.

The Board will provide each member and one dependent with a dental plan which is equal to or better than the Delta Dental Plan. The Board will pay prevailing premiums.

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The Board agrees to provide a family optical program which provides eye examination, lenses and frames once during each 24-month period, provided that service is performed by a member doctor. Otherwise, the plan will provide partial reimbursement.

2. The College agrees to pay, up to the rate charged per graduate credit at Rutgers University, for a maximum of twelve credits per year, for graduate or self-improvement studies for members approved by the President of the College or his/her designee. Members may also elect to take, at Bergen Community College, up to six (6) credits per semester, or six (6) equivalent non-credit course improvement studies approved by the President or his/her designee without payment of tuition, excess contact hour fees, and technology fees, provided space is available. Special fees, such as for Applied Music courses, shall not be waived. However, it is clearly understood that in no case may a member take more than six (6) hours in any semester, exclusive of summer sessions, in any combination of Bergen Community College courses or courses at another institution, without prior approval of the President of the College or his/her designee. It is further agreed that, for those members who qualify, a maintenance of matriculation payment of up to the Rutgers rate for each semester up to four (4) semesters shall be allowed.
3. A spouse of a full-time member will be permitted to take up to six (6) credits per semester, without payment of tuition, excess contact hour fees, and technology fees, at Bergen Community College and to enroll in any classes for which they meet entrance requirements, provided space is available. Special fees such as for Applied Music courses shall not be waived. A spouse of an employee shall be given preference over other employees for mandatory courses needed to complete degree requirements, provided he/she is a matriculated student. Dependent children of full-time members may attend any Bergen Community College course for credit without payment of tuition, excess contact hour fees, and technology fees, provided such dependent child shall be subject to the same rules and regulations, including admission requirements, as regular students of the College. "Dependent child" status as it pertains to tuition reimbursement ceases at the end of the calendar year in which the dependent child attains the age of twenty-four (24) years. Any college employee, employee's spouse, or dependent child who enrolls in a BCC course(s) on a tuition-free basis shall not be counted in determining any statistics related to faculty overload or pupil contact hours.
4. The Board shall provide annual medical examinations for Technical Assistants who are exposed to potentially hazardous chemicals, or who work in the College's X-ray laboratories. The examination shall be performed by a College-appointed physician, or the employee may, upon College approval, elect to use his own physician, in which case he shall be reimbursed, upon submission of a physician's bill, up to sixty dollars (\$60). Request for reimbursement must be made not later than June 1st of each contract year.

ARTICLE XII – LEAVES OF ABSENCE

All leaves, except for sick time, must be applied for in application form in accordance with procedures adopted by the President of the College or his/her designee.

1. Sick Time

- a. Each full-time member shall be entitled to annual sick time of fifteen (15) days, to be used for absences caused by illness or physical disability. Any member hired mid-year will be placed on a ten (10) month contract for the remainder of the year, and all sick leave, personal leave benefits, plus Group "A" vacation time shall be prorated in accordance with the number of active employment months. Twelve (12) month members shall be entitled to one (1) extra sick day. A member is entitled to a maximum of three (3) partial sick days, which shall not be charged against sick leave, providing the

member meets any part of his/her scheduled obligations on said days. If an illness or disability exceeds one day, a member shall not be charged for days against sick time on which he/she has no scheduled obligations. Scheduled obligations shall be understood to include, in addition to teaching classes, office hours, Fall, Winter, and Spring Faculty Conferences, discipline meetings held during the regularly scheduled faculty meeting hours, registration and/or advisement center assignments as agreed to, and certain other professional obligations such as accreditation committees.

- b. If a teaching faculty member is absent due to illness for a full semester, he/she shall be charged sixty-five (65) sick days, representing sixteen (16) weeks of instruction at four (4) days per week plus one (1) day for absence from the General Faculty Conference.
- c. Unused sick days shall accumulate year to year, with a maximum of fifteen (15) days accumulated during any one year. The College shall advise each member, in writing, as to the number of accumulated sick leave days, he/she has, on or before June 30th of each year.
- d. If a full-time faculty member is absent during other than fall and spring semesters, for more than five (5) consecutive scheduled work days due to illness or disability, he may request and be granted, upon presentation of a physician's certification of illness, sick leave payment using his accumulated sick leave. However, if a member has been out on sick leave for the previous spring semester, he/she has no entitlement to sick leave payment for continuing absence during any summer session, except as specified below.
- e. If the member has requested overload for any summer session, completes 50% of his/her course schedule obligation, and then becomes ill, sick leave payment may be granted, subject to medical documentation and/or evaluation by the College Physician.
- f.
 - 1) Each faculty member, after age fifty-eight (58) with ten (10) years of continuous service, or after fifteen (15) years of continuous service, shall receive, upon retirement, one-half (1/2) of his/her unused accumulated sick leave at the daily rate, based upon the member's salary at the time of retirement, subject to the maximum below. The daily rate is 1/200 of the member's base ten (10) month salary, which excludes any differential percentage for an eleventh (11) month of employment or any other remuneration beyond the ten (10) month salary.
 - 2) The maximum amount upon retirement for a given year shall be \$17,500. In the event of a member employee's death prior to retirement, regardless of age or length of service, his/her beneficiary shall be paid one-half (1/2) of the member's unused accumulated sick days at the daily rate based upon the employee's salary at the time of death, to a maximum of \$17,500.

Note: To be eligible for payment for accumulated sick leave, as noted in this article, "retirement" is defined in accordance with the rules and regulations of the State of New Jersey approved pension plan(s).

- 2. Bereavement – A maximum of three (3) days shall be allowed with pay, including overload, for absence for each death in a member's immediate family. "Family" shall mean father, mother, brother, sister, spouse, child, stepchild, grandchild, grandmother, grandfather, father-in-law, and mother-in-law. Members may apply for up to two (2) additional bereavement days to the President of the College or his/her designee. Overload payment shall be limited to three (3) days bereavement leave, when such leave is approved.

In the event of the death of a member of a member's family, other than those listed above, such as uncle or aunt, one full day, with pay, shall be allowed for the member to attend the funeral.

3. Personal Leave – Special leave for personal emergencies of not more than five (5) working days a year may be granted with pay by the President of the College or his/her designee.
4. Special Purpose Leave – Tenured members of the faculty may be granted leaves of absence for one year, without pay, for special purposes such as study, writing, research, graduate projects, public service, or for other purposes which may bring credit to the individual and the College. The Board may extend such leaves beyond the one year limit, upon recommendation of the President of the College. Upon returning from such leave(s), the faculty member shall be placed on the same step on the Salary Schedule on which s/he would have been placed had s/he remained at the College during that period. Should a member request and receive a third (3) year of leave, such member, upon return, shall be placed one (1) step above that which he held when the leave first commenced. During such leave, the faculty member may, at his option, pay premiums on medical insurance to the extent allowable and exercise whatever pension options are available for the period of the leave. (Please note: pension-related life insurance may be adversely affected by a leave.)
5. Sabbatical Leave – Sabbatical leaves may be granted for study and research, educational travel, restoration of health, or other pursuits as may contribute to professional growth.

The number of sabbatical leaves during any academic year shall be at the discretion of the Board. It is the intent of the Board to grant, as far as possible, sabbatical leaves, taking into consideration budgetary limitations on granting such leaves and the recommendations of the President of the College.

To be eligible for sabbatical leave, a faculty member shall have served at least six (6) consecutive years at the College. Any leave of absence other than a sabbatical leave officially approved by the Board will be included in calculating the six (6) years.

Compensation during sabbatical leave shall be for full salary for one-half (1/2) an academic year, or one-half (1/2) salary for a full academic year. During the leave, the recipient shall retain the rights of regular employment, such as status on salary schedule, retirement, medical benefits, and tenure.

The application for leave shall contain a definite statement of the plan of study, travel or other activities.

Acceptance of sabbatical leave obligates the recipient to return for service at the College for at least one year following the sabbatical, unless such obligation is explicitly waived by the Board at the recommendation of the President of the College.

Employment during the sabbatical leave solely for increased income is incompatible with the purpose of the leave.

An eligible faculty member who wishes to be granted a sabbatical leave shall file an application for such leave, on or before the third Friday in October, for leaves scheduled to start during the next academic year.

The College-Wide Promotion and Sabbatical Leave Committee shall recommend to the President of the College eligible faculty members to be granted sabbatical leaves.

Applicants shall be notified of the final decision by the President of the College, no later than the last Friday in January of the academic year preceding the academic year during which the leave is to take place. If an approved candidate withdraws after this notification date, an alternate candidate from the recommended applicant pool may be considered by the President of the College.

A Faculty Contractual Calendar shall be developed annually by mutual agreement of the College and the Association.

6. Maternity/Adoption Leave - A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the member's attending physician. The leave may be extended by application of the member to the President of the College, and with the approval of the Board. Salary step credit shall be given up to a maximum of one year. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and with the rules and regulations established by the appropriate departments or agencies of the State of New Jersey.

Non-tenured members, including Group A, shall be entitled to a maximum of nine (9) continuous weeks maternity leave, without pay, upon application to the President of the College, and with approval of the Board. No leave may extend beyond the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave, in conformity with the law and with the rules and regulations established by the appropriate departments or agencies of the State of New Jersey.

Members may elect to use sick leave in any combination with maternity leave.

7. Military Leave - A military leave, without pay, shall be granted to any member who shall be inducted, shall enlist, or shall be activated for one (1) enlistment period in any branch of the Armed Forces of the United States. Documentation must be provided by the member upon request.
8. Jury Duty - A full-time member shall receive full salary for the period of time during which he serves as a juror without loss of any other leave time. The member shall forward any jury pay in excess of \$5.00 (less compensation for mileage) to the College. Documentation must be provided by the member.
9. Concurrent Use of Leaves of Absence
In the event an employee is eligible to utilize sick days, medical leave, maternity leave, or other leaves of absence (excluding jury duty leave, military leave or bereavement days) under Article XII, Paragraph 7, and/or is eligible to utilize, and requests to utilize, leave under the Federal Family Medical Leave Act and/or the New Jersey Family Medical Leave Act, such leaves shall be taken on a concurrent basis (i.e. their shall be no pyramiding of leaves, nor the scheduling of leaves on a consecutive basis, one after another) providing such leaves of absence for which the employee is eligible arise from the same event, circumstance or medical condition.

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ARTICLE XIII – CONSIDERATION FOR APPOINTMENT, REAPPOINTMENT, TENURE, AND PROMOTION

1. PREFACE - Bergen Community College seeks to attract, hold, and enhance the interests of the best qualified personnel who will most effectively instruct, guide the growth of, and advise students. These guidelines, therefore, emphasize three areas that represent the elements by which the College seeks to measure faculty effectiveness in carrying out its responsibilities.
 - a. Teaching effectiveness.
 - b. Scholarship and professional growth.
 - c. Contributions to the Division, the College, and the Community.

The following statements list examples of the attributes under each of these categories that will be examined when members of the faculty are being considered for reappointment, tenure, and/or promotion. In evaluating non-teaching faculty for promotion in academic rank, the criterion of "Effectiveness in the Classroom" will be interpreted as effectiveness in his/her appropriate area of responsibilities.

2. SUGGESTED ATTRIBUTES OF TEACHING EFFECTIVENESS

- a. Mastery of subject matter in the discipline.
- b. Display of teaching skills, imaginative techniques, and effective methods of communication.
- c. Development of teaching materials.
- d. Indications of understanding and encouragement of students.
- e. Participation in a self-improvement program: assessing own abilities, exchange of ideas, self-criticism, etc.
- f. Emotional stability and maturity as shown by overt behavior.
- g. Physical stamina, vitality, vigor, and poise.
- h. Evidence of enthusiasm, initiative, and good interpersonal relationships.

3. SUGGESTED ATTRIBUTES OF SCHOLARSHIP AND PROFESSIONAL GROWTH

- a. Graduate courses and degrees.
- b. Honors or awards received from learned or professional societies.
- c. Papers read or discussed at meetings of professional or learned societies.
- d. Membership and activity in learned or professional societies.
- e. Research activities and grants.
- f. Visiting professorships at other Colleges or Universities.

- g. Professional consultation.
- h. Publications:
 - 1) Books
 - 2) Articles in professional journals.
 - 3) Book reviews of related professional material.
 - 4) Creative work in art, literature, music, etc.

4. SUGGESTED CONTRIBUTIONS TO COLLEGE, DIVISION, AND THE COMMUNITY, WHICH MAY INCLUDE THE FOLLOWING:

- a. Advancing the best interests and objectives of the College, the faculty, and the students.
 - 1) Committee activities.
 - 2) Participation in community activities.
 - 3) Service in research projects for community, industry, or government.
- b. Leadership and sponsorship of and responsibility for student or faculty extracurricular activities.
- c. Outstanding efforts in special phases of the College program, such as Admissions, Counseling/Advising, Registration, Commencement, Publications, Placement, or Public Relations.
- d. Special contributions within a discipline.
- e. Contributions to stimulating growth in the teaching skills of others.

5. APPOINTMENT AND REAPPOINTMENT

- a. Statement of Terms of Appointment - (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank"). (Article XIII, Paragraph 7.)
 - 1) Every initial and subsequent appointment will be confirmed in writing, except for a faculty member who has tenure.
 - 2) Appointments and reappointments for the period preceding attainment of tenure shall be probationary.
 - 3) Notification, in writing, by the President of the College or his/her designee, of intentions to reappoint and acceptance of said reappointment by the member shall be in accordance with the schedule listed below. If a member is not being reappointed, he/she shall be notified in accordance with the schedule listed in the second column below.

<u>Faculty serving</u>	<u>Member recommended or not recommended for reappointment notified by President of his/her intention by</u>	<u>Member recommended for reappointment notifies President of his/her intention by</u>
1st academic year*	1st Friday in April	3rd Friday in April
2nd academic year	2nd Friday in March	4th Friday in March
3rd, 4th or 5 th academic year	1st Friday in February	3rd Friday in February
Group A	1st Friday in April	3rd Friday in April

* Members appointed after September 1 may be subject to a revised schedule for the initial reappointment process.

(Note: After the fifth reappointment Group "A" members are not required to submit an application for reappointment.)

- 4) The President of the College shall submit his/her recommendations to the Board at the next regular meeting of the Board. If the President recommends reappointment, but if the Board's decision is unfavorable, the member so affected will be notified by the President of the College as soon as possible.
 - 5) Appointments for less than one (1) year shall terminate at the end of the appointment period without any prior notice of termination.
- b. Termination of Appointment by the faculty member - A faculty member may terminate his/her appointment, effective at the end of an academic year, by giving notice in writing to the President of the College at the earliest possible opportunity, but not later than April 1st. The faculty member may properly request a waiver, in writing, of this requirement of notice to the President of the College in case of hardship, or in a situation where s/he would otherwise be denied, as a result of meeting this requirement, substantial professional advancement or other opportunity. The President's decision in granting the request for waiver shall be final.
- c. Termination by the College of Non-tenured Appointments - Denial of reappointment shall not be for reasons of residence, age, gender, marital status, race, religion, disability, national origin, or political affiliation. Non-tenured appointments shall automatically terminate at the end of the appointment period. Notwithstanding the aforementioned, non-tenured faculty members will be notified of the College's intent to reappoint or not reappoint them according to the schedule noted in Paragraph 5.a.3).

Non-reappointment of a faculty member shall be preceded by a meeting between the faculty member and an appropriate administrative officer before formal action is taken.

Non-tenured faculty who have been denied reappointment have recourse to grievance procedures established by the Agreement between Bergen Community College and the Bergen Community College Faculty Association.

- d. Termination by the College of Tenure Appointments - Termination of tenure appointments shall be in accordance with the tenure law(s) of the State of New Jersey.

Where termination of a tenured appointment is based upon financial exigency or bona fide discontinuance of a program or discipline, the faculty member concerned shall be given notice as soon as possible, and never less than twelve (12) months prior to the effective date of his/her termination; or, in lieu thereof, s/he shall be given one (1) academic year of severance pay at his/her current salary. Before terminating an appointment because of the abandonment of a program or discipline, the institution will make every effort to place affected faculty members in other suitable positions at the College. If an appointment is terminated before the end of the period of appointment because of financial exigency, or because of discontinuance of a program of instruction, the released faculty member's place shall not be filled by a replacement for a period of at least two (2) years, unless the released faculty member first has been offered reappointment to his/her original position. The faculty member shall accept or decline the said reappointment, in writing, to the President of the College within one (1) month of the date of the reappointment offer.

The one (1) academic year severance pay referred to in the preceding paragraph shall be offset by the amount of unemployment compensation that the faculty member receives within the year following his/her termination. In the event that the faculty member is engaged in full-time employment within the year following his/her termination, the new salary earned will be an offset of the said severance pay from Bergen Community College, up to the academic base salary that the faculty member would have earned at Bergen Community College, and s/he shall be entitled to receive up to one-half sick leave payment, as provided for in Article XII, Paragraph 1.e.

If the new compensation to the released faculty member is equal to the base salary that the faculty member would have earned at Bergen Community College, s/he will be entitled to the sick leave payment as outlined in Article XII, Paragraph 1.e., above. If the new compensation is greater than the base salary the released faculty member would have earned at Bergen Community College, the faculty member shall receive his/her sick leave payment, less the difference between his/her new compensation and the base salary that s/he would have earned at Bergen Community College, as outlined in the said Article XII, Paragraph 1.e., above. In the event that a faculty member obtains such other employment, s/he shall receive the proportion of the sick leave payment which is equal to that part of the year following his/her termination for which s/he is unemployed. Layoff shall be implemented by identifying the discipline or division where over-staffing exists. Those serving probationary periods (non-tenured), shall be laid off first. Should further reductions be necessary, tenured faculty members shall be laid off in inverse order of their seniority (last tenured faculty member first). When circumstances shall be appropriate, each tenured faculty member laid off as aforementioned shall be reinstated in inverse order of his/her placement on layoff. A tenured faculty member who is laid off shall retain but not accumulate seniority.

If administrative reorganization necessitates a reassignment of members from one discipline to another, e.g., from English and/or Mathematics to a developmental department, the senior member of the discipline shall have first option to be reassigned or to refuse such reassignment. If one or more such reassignments are necessary, the seniority principle shall be honored as noted in this expression of intent.

6. PROMOTION (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank".) (Article XIII, Paragraph 7.)
- a. The number of promotions to be made for an upcoming academic year shall be determined by the Board after receiving the recommendations regarding this number from the President of the College, who shall consult with the College-Wide Promotion and Sabbatical Leave Committee regarding this number.
 - b. Each discipline shall establish a Discipline Promotion Committee by annual election to be held by those tenure-track faculty members who have accepted the invitation to return in September of the upcoming academic year. The Discipline Promotion Committee shall consist of one committee member for each five (5) faculty members, or part thereof, up to a maximum of five (5) faculty members plus the Divisional Dean. All committee members must be full-time tenured faculty; if there are insufficient tenured faculty to implement this requirement, non-tenured members may serve by election. If there are no faculty members eligible to serve on the Discipline Promotion Committee, the faculty member seeking promotion within that discipline may:
 - 1) Ask any other constituted promotion committee in his/her division to consider and recommend to the College-Wide Promotion and Sabbatical Leave Committee, his/her application for promotion or
 - 2) The faculty member may submit the application for promotion directly to his/her Divisional Dean.

An individual faculty member may request consideration for promotion by applying to his/her Division, or to his/her Discipline Promotion Committee, or to his/her Divisional Dean by the third Friday in October of the academic year in which the faculty member wishes to apply for promotion. No person who is being considered for promotion may sit on the Division or Discipline Promotion Committee that is considering that person's application for promotion.

The committee shall consult with the Divisional Dean when evaluating faculty for the purpose of recommending promotion. By the second Friday in November, the Divisional Dean will submit, in writing, with supporting documents, his/her recommendations for promotion to the Chairperson of the College-Wide Promotion and Sabbatical Leave Committee (a.k.a. College-Wide Committee) for consideration by the College-Wide Committee. The Divisional Dean shall, at the same time, notify his/her Division/Discipline Committee of the persons being recommended for promotion. The Bergen Community College Executive Council, through the President of the College, may submit a list of candidates for promotion to the College-Wide Committee for consideration. The College-Wide Committee shall supervise the general operation and procedure of the promotion process. Upon request from the College-Wide Committee, the Divisional Dean shall make an oral presentation concerning a candidate(s) in his/her Division to the College-Wide Committee.

The Chairperson of the College-Wide Committee shall submit by rank the list of candidates recommended for promotion by the College-Wide Committee to the President of the College on or about the third Friday in March. The number recommended shall not exceed the number of promotion positions available.

A separate list of the candidates considered but not recommended shall be submitted to the President of the College at the same time.

c. Notification and Appeal

- 1) Candidates who are recommended by the College-Wide Committee to the President of the College for promotion shall be so notified, in writing, on or about the second Monday in April, by the Chairperson of the College-Wide Committee.
- 2) Candidates who were considered for promotion by the College-Wide Committee, but who fell below the number of promotions approved by the Board within each rank, shall be so notified, in writing, on or about the second Monday in April, by the Chairperson of the College-Wide Committee.
- 3) Candidates who are not recommended to the President of the College for promotion by the College-Wide Committee shall be so notified, in writing, on or about the second Monday in April by the Chairperson of the College-Wide Committee.
- 4) An unsuccessful candidate, who wishes to do so, may make a request, in writing, to the Chairperson of the College-Wide Committee, to be told in which quartile of the unsuccessful candidates his/her relative ranking by the College-Wide Committee fell; such request must be made no later than one (2) two school days following the receipt of the notification from the Chairperson of the College-Wide Committee. No later than two (2) school days after the receipt of this request, the Chairperson of the College-Wide Committee shall notify the unsuccessful candidate, in writing, of his/her quartile position. Under no circumstances is the quartile position of any individual to be disclosed to anyone other than that individual.
- 5) An unsuccessful candidate, who wishes to do so, may appeal to the President of the College, in writing; such appeal must be made no later than five (5) calendar days following the candidate's receipt of the notification of his/her quartile position. No later than one (1) calendar week after receipt of this appeal, the President of the College or his/her designee shall arrange to meet with the candidate to discuss the appeal.
- 6) The President, on or about the fourth Monday in April, notifies the Chairperson of the College-Wide Committee of the final promotion list to be presented to the Board.
- 7) The Board of Trustee's action on the President's recommendation shall take place at the next regularly scheduled meeting of the Board after the final list has been presented to the College-Wide Committee.
- 8) A candidate recommended for promotion by the College-Wide Committee to the President of the College, but not promoted by the Board, may appeal that decision through the regular grievance procedure established pursuant to the terms of this Agreement. No other unsuccessful candidates for promotion are to have recourse to the grievance procedure on matters relating to promotion.

Note: Dates are subject to change. A calendar of specific dates is developed annually by mutual agreement of the College and the Association.

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- d. The College-Wide Promotion and Sabbatical Leave Committee (CWPSL) shall consist of:
- 1) Executive Vice President, who shall serve as Chairperson.
 - 2) Academic Vice President, who shall serve as Chairperson in the absence of the Executive Vice President.
 - 3) In the absence of either the Executive Vice President or Academic Vice President, the Vice President of Student Services shall sit on the Committee. In case of illness or incapacity of the Executive Vice President and the Academic Vice President, the Vice President of Student Services shall sit on the Committee and serve as Chairperson of the College-Wide Committee.
 - 4) Ten (10) tenured members of the faculty, elected by the faculty at large, all of whom must be of professorial rank. Each academic department, or discipline reporting to a Divisional Dean, may be represented by one (1) faculty member from that department or discipline on the College-Wide Committee; departments or disciplines of more than twenty (20) members may be represented by two (2) faculty members from that department or discipline on the College-Wide Committee. No person who is applying for sabbatical, promotion, or exceptionality promotion may serve on the College-Wide Committee during the year of his/her application.

Note: For purposes of defining member eligibility to serve on the College-Wide Committee or a Department/Discipline Promotion Committee, refer to the listing of Divisions and Disciplines in Article XIII, Paragraph 6.e.

- 5) The College-Wide Committee shall be elected in accordance with the Constitution of the Faculty. The results of the election shall be reported to the Committee Chairperson, who shall arrange for the Committee to convene. In the event that a member of the Committee resigns or otherwise leaves vacant an unexpired term of office, the Chairperson of the College-Wide Committee shall consult with the President of the Association and with the Nominations and Elections Committee to determine a replacement from an approved list of alternates.

- e. The Divisions, Departments and Disciplines are defined as follows:

Division

ARTS & HUMANITIES

Departments and Disciplines

- English: Composition/Literature; English Basic Skills; American Language Program
- Arts and
- Communications: Speech Communications; Mass Communications; Art, Music, Theater, Dance
- Philosophy and Religion
- World Languages And Cultures

Division BUSINESS, MATHEMATICS, AND SOCIAL SCIENCES

Departments and Disciplines

- Business: Business Administration; Business Technology
- Mathematics: Mathematics; Computer Science
- Social and Behavioral Sciences: Social Sciences; Behavioral Sciences

Division SCIENCE AND HEALTH

Departments and Disciplines

- Allied Health: Dental Hygiene; Radiography; Respiratory Therapy; Veterinary Technology, Medical Office Assistant; Diagnostic Medical Sonography; Medical Laboratory Technology; Physical Therapist Assistant; Surgical Technology
- Nursing
- Sciences: Biological Sciences; Physical Sciences; Industrial Design Technologies; Manufacturing Technology
- Wellness/Exercise Science

Division LIBRARY

- Access Services; Media Services and Technical Systems; Technical Services; Reference Services

Division STUDENT SERVICES

- Student Development
- Admissions; Registration; Financial Aid; Equal Opportunity Fund; Specialized Student Services; Co-op Education, Service Learning and Career Services

Division CONTINUING EDUCATION/COMMUNITY SERVICES

- f. Members of Group "A" shall submit their applications for reclassification to their Divisional Dean or Director on or about the third Friday in February. The Vice Presidents notify the President of the College of their recommendations on or about the first Friday in April. The President of the College informs the Vice Presidents of the final reclassification list on or about the third Friday in April.

7. **Minimum** Requirements for Consideration for Appointment and Promotion to Academic Rank

To determine eligibility from the charts listed below, you must satisfy requirements from Column 1 and Column 2 plus Column 3.

The number of years listed in Column 4 may be included in the count to determine the number of years of equated college-level experience. The requirement specified in Column 4 cannot be waived or substituted for.

- a. FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF PROFESSOR:

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	AND	<u>Column 2</u>	PLUS	<u>Column 3</u>	<u>Column 4</u>
DOCTORATE		0		10 years College level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty functions d. Library Faculty functions -- prior work related to discipline or area in which candidate is being considered for appointment	3 years as Associate Professor
MASTER'S		Completion of all course work in an approved doctoral program, and publication of a book of professional note.		Same as listed above.	3 years as Associate Professor
MASTER'S		Completion of all course work in an approved doctoral program completed no later than 10 years preceding effective date of initial appointment. OR Completion of 60 relevant graduate credits. A minimum of 15 graduate credits must have been completed no later than 10 years		Same as listed above, except 15 years College level experience. Note: Applies to all options.	4 years as Associate Professor

<p>preceding the effective date of initial appointment OR Second relevant Master's degree and 24 relevant graduate credits, or 6th year graduate degree beyond a Master's degree and 24 relevant graduate credits. A minimum of 15 of the graduate credits must have been completed no later than 10 years preceding effective date of initial appointment.</p>	
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b. FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSOCIATE PROFESSOR:

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	AND	<u>Column 2</u>	PLUS	<u>Column 3</u>	<u>Column 4</u>
DOCTORATE		0		6 years of College level experience in: a. Teaching b. Student c. personnel work d. Registrar & Admissions faculty functions e. Library Faculty functions -- work related to discipline or area in which candidate is being considered for appointment	3 years as Assistant Professor

MASTER'S	Completion of all course work in an approved doctoral program and publication of a book of professional note.	Same as listed above.	3 years as Assistant Professor
MASTER'S	<p>Completion of all course work in an approved doctoral program completed not later than 10 years preceding effective date of initial appointment.</p> <p>OR</p> <p>Second relevant Master's degree and 24 relevant graduate credits, or 6th year graduate degree beyond a Master's degree and 24 relevant graduate credits. A minimum of 15 of the graduate credits must have been completed no later than 10 years preceding effective date of initial appointment.</p> <p>OR</p> <p>Completion of 54 relevant graduate credits. A minimum of 15 graduate credits must have been completed no later than 10 years preceding effective date of initial appointment.</p>	<p>Same as listed above, except 7 years of College level experience.</p> <p>Note: applies to all options.</p>	4 years as Assistant Professor
MASTER'S	<p>4 years College level or 8 years high school level experience in:</p> <ul style="list-style-type: none"> a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty functions d. Library Faculty functions -- work related to discipline or area in which candidate is being 	<p>Same as listed above, except 7 years of College level experience.</p> <p>Note: applies to all options.</p>	4 years as Assistant Professor

considered for appointment. OR 12 years relevant business, industrial, or military experience, or elementary school teaching.	
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c. FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSISTANT PROFESSOR:

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	AND	<u>Column 2</u>	PLUS	<u>Column 3</u>	<u>Column 4</u>
DOCTORATE		0		2 years College level experience.	2 years as Instructor
MASTER'S		Completion of 15 relevant graduate credits, which have been completed during the 10 years preceding effective date of initial appointment. OR Completion of any 30 graduate credits. A minimum of 15 graduate credits must have been completed during the 10 years preceding effective date of initial appointment. OR Second Master's degree or 6 th year graduate degree beyond Master's degree in a related discipline.		4 years College level experience. Note: applies to all options.	3 years as Instructor
MASTER'S		2 years College level or 4 years high school level experience in: a. Teaching b. Student Personnel work c. Registrar &		Same as listed above.	3 years as Instructor.

<p>Admissions Faculty Functions</p> <p>d. Library Faculty functions -- work related to discipline or area in which candidate is being considered for appointment.</p> <p style="text-align: center;">OR</p> <p>6 years relevant business, industrial, or military experience, or elementary school teaching.</p>	
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d. MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT AS INSTRUCTOR:

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	AND	<u>Column 2</u>	PLUS	<u>Column 3</u>	<u>Column 4</u>
MASTER'S		0		0	

e. FOR CONSIDERATION FOR APPOINTMENT TO ASSOCIATE INSTRUCTOR AND SUBSEQUENT PROMOTION:

- 1) The Associate Instructor position will normally be reserved for faculty in a specialized area such as Allied Health, Dental Hygiene, Graphic Arts, or Information Technology where there is a dearth of available, qualified candidates with a Master's degree.
- 2) Candidates will be selected on the basis of their educational background and relevant experience.
- 3) An Associate Instructor who completes a Master's degree while employed at Bergen Community College will be made an Instructor the month following the submission of certified evidence of the conferral of the degree. Said individual may apply for promotion to the rank of Assistant Professor after satisfying the requirement of six (6) years equated experience including a minimum of three (3) years in combined rank of Instructor & Associate Instructor.
- 4) Promotion from Associate Instructor may be made to Instructor or Assistant Professor after a minimum of four (4) years as an Associate Instructor at Bergen

Community College. The rank will depend upon educational background acquired, years of service, salary, and quality of performance while at Bergen Community College. As an exception, an Associate Instructor may be promoted to Assistant Professor after completion of a Master's degree and a total of six (6) years of equated experience including a minimum of four (4) years in the rank of Associate Instructor at BCC.

f. FOR CONSIDERATION FOR APPOINTMENT TO TECHNICAL ASSISTANT OR PROFESSIONAL ASSISTANT AND SUBSEQUENT RECLASSIFICATION:

CLASSIFICATION	FOR APPOINTMENT		EXPERIENCE REQUIRED FOR RECLASSIFICATION*
	ACADEMIC REQUIREMENT	PLUS EQUATED EXPERIENCE	
PROFESSIONAL ASSISTANT	Bachelor's degree (plus 15 credits towards Master's degree)	0	
	Bachelor's degree	0	
TECHNICAL ASSISTANT I	Bachelor's degree	0 years	2 years as Tech I
	Associate degree	4 years	2 years as Tech I
	High School Grad	7 years	2 years as Tech I
TECHNICAL ASSISTANT II	Associate degree	2 years	2 years as Tech II
	High School Grad	5 years	2 years as Tech II
TECHNICAL ASSISTANT III	Associate degree	0 years	2 years as Tech III
	High School Grad	2 years	3 years as Tech III

*Reclassification is based upon academic requirements, equated experience, years in position title, and recommendation.

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ARTICLE XIV – DEFINITIONS

1. EQUATED EXPERIENCE – Two (2) years of high school level teaching, or two (2) years of high school student personnel work, or two (2) years of relevant experience in a counseling agency, or two (2) years of registrar and admissions work, or two (2) years in high school professional level library work, shall be equated to one (1) year of college level work.

Three (3) years of business, industrial, or military experience shall be equated to one (1) year of college level work.

Three (3) years of elementary school teaching shall be equated to one (1) year of college level work.

Experience cannot be used at the same time to meet both academic and experience requirements. Pre-master's degree experience is normally not considered. Part-time work will not be counted toward equated experience when it occurs concurrently with full-time employment.

2. RELEVANT – Related to the discipline in which faculty is engaged to teach or the area to which faculty is assigned and/or related to higher education, or Community College, such as Philosophy, History, Psychology, Educational Methods and Techniques, Measurements and Evaluation, Administration, Media Utilization, or Bibliographic Procedures.

3. LIBRARY & LEARNING RESOURCES DEPARTMENT

- a. Library Print Media: Master's Degree from a Library school accredited by the American Library Association (ALA), or Bachelor of Library Science plus 30 credits (5th year), obtained prior to 1950.
- b. Learning Resources (Non-Print Media): Master of Science or Master of Arts in field of specialization, such as:

Instructional Media, Educational Communication, Communication, Engineering, etc.

These requirements may be waived on recommendation of the President if, in his/her judgment, the individual will bring credit to the College.

4. Experience gained during special purpose leaves or sabbatical leaves, other than for restoration of health, shall be credited toward the experience requirement.

5. Clarifications:

- a. The clause under Academic Requirements, which states that the graduate credits must have been completed during the ten (10) years preceding effective date of initial appointment, means that, for initial appointment, the credits had to be completed during the ten (10) years immediately preceding employment at Bergen Community College. For promotion, the required graduate credits may include credits earned since the initial appointment at BCC.
- b. Part-time College classroom teaching shall be equated on the basis of half evaluation of full-time teaching, i.e., sixty (60) contact hours of part-time college teaching shall be equated to thirty (30) contact hours of college teaching or one year of teaching

experience. For faculty members of Groups "C", "L", "R", "S", "E", the experience is equated on the same formula. For example, a faculty member who served seventeen and a half (17½) hours per semester for a period of two (2) years in a comparable position in a college setting shall be considered to have earned the equivalent of one year's experience. Non-college experience shall be equated as indicated in Article XIV, Paragraph 1. During any one (1) academic year, a faculty member will be credited for the employment experience that gives her/him the greatest amount of equated experience.

ARTICLE XV – ACADEMIC FREEDOM

1. **ACADEMIC FREEDOM** -- All members of the faculty, whether tenured or not, are entitled to academic freedom, as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors:
 - a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.
 - b. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.
 - c. The College or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. If a faculty member on probationary or other non-tenured appointment alleges that considerations violative of academic freedom significantly contributed to a decision not to reappoint him, his allegation will be submitted to the established grievance procedure.

ARTICLE XVI – PERSONNEL FILES

Two (2) files shall be maintained for each member of the bargaining unit – an Administration file and a Division file.

1. **ADMINISTRATION FILE**
 - a. The Administration file shall be maintained by the Department of Human Resources under the supervision of the Executive Vice President and shall include, but not be limited to, the following:
 - 1) All materials requested by the College or supplied by the employee in connection with the employee's original employment.
 - 2) All materials related to the employee's academic or professional performance at the College generated by or made available to the College.
 - 3) Materials relating to final resignation or discharge.

- 4) Any statement that the employee wishes to have entered in response to or in elaboration of any other item in her/his file.
- b. No materials shall be placed in the employee's Administration file until the employee has been given the opportunity to read the contents and attach any comments s/he may desire. Each document shall be initialed by the employee before being placed in her/his file, as evidence of her/his having read such document. This initialing shall not be deemed to constitute approval by the employee of the content of such document. If the employee refuses to initial any document after having been given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document. The Administration file is to be confidential and, with the exception of the following listed materials, shall be available only to the employee for examination at her/his request and to the parties concerned at grievance or dismissal hearings:
 - 1) References and other confidential information.
 - 2) Placement records containing references from outside sources.
 - 3) Transcripts restricted by the sending institution.
 - 4) Confidential materials relating to the discharge of a member.
 - c. At the employee's option, a representative of the Association may accompany the employee when s/he examines her/his file.

2. DIVISION FILE

- a. The Division file shall be maintained in the Office of the Academic Vice President or Dean of the Division to which the employee is assigned and shall include, but not be limited to, the following:
 - 1) All materials related to the employee's academic or professional performance generated by or made available to the College.
 - 2) Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.
- b. No materials shall be placed in the employee's Division file until the employee has been given the opportunity to read the contents and attach any comments s/he may desire. Each such document shall be initialed by the employee before being placed in her/his file, as evidence of her/his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document.
- c. The Division file is to be confidential and shall be available only to the employee for examination at her/his request, to members of the College-Wide Promotion and Sabbatical Leave Committee, and to the parties concerned at grievance or dismissal hearings. At the employee's option, a representative of the Association may accompany the employee when s/he examines her/his file.

ARTICLE XVII – GRIEVANCE PROCEDURE

1. INTENT – The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its members, and the College. The orderly processes, hereinafter set forth, will be the sole method used for the resolution of all complaints and grievances.
2. DEFINITIONS
 - a. A complaint is an informal claim by an employee in the bargaining unit, or by the Association, of improper, unfair, arbitrary, or discriminatory treatment. A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure, as herein set forth.
 - b. A grievance is an allegation, by an employee or the Association, that there has been:
 1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
 2. An arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies or other administrative decisions of the College, related to the terms and conditions of employment.
3. INFORMAL PROCEDURE FOR HANDLING COMPLAINTS – Any employee in the bargaining unit may present and discuss her/his complaint, either with or without a representative of the Association. Similarly, a representative of the Association may present and discuss a complaint on behalf of any employee in the bargaining unit, or group of employees in the bargaining unit, with the Dean of the Division involved or with the Administrative Officer to whom the employee is responsible or with whom the complaint is directly concerned, and the procedure shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of a similar complaint. Informal procedures terminate when the complainant signs a dated statement to that effect.
4. FORMAL PROCEDURE FOR HANDLING GRIEVANCES – In the presentation of a grievance, the faculty member shall have the right to present her/his own case, or to designate a representative to appear with her/him at any step of her/his grievance. The President or his/her designee shall have the right to designate a representative to participate equally, at any stage of the grievance procedure.
 - Step 1. If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) school days, in writing, with the President of the College or his/her designee, setting forth the nature of the grievance and the remedy requested, and such grievance shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed waived by the grievant and the Association.

Within seven (7) school days from the date of receipt of the grievance by the President or his/her designee, the President or his/her designee shall arrange to meet with the grievant in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition of the grievance, in writing, within seven (7) school days of the last meeting with the grievant. A copy of the President's disposition shall be transmitted to the grievant.

Step 2. If the grievant is not satisfied with the disposition of the grievance by the President or his/her designee, he may transmit the grievance to the Board of Trustees of Bergen Community College, by filing a copy of the grievance within seven (7) school days of receipt of the decision, through normal College channels, with the Secretary of the Board. The Board shall, within thirty (30) calendar days of the receipt of the grievance by the Secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

The Board shall make a determination on the grievance, in writing, within seven (7) days of the last hearing or last submission of materials, indicating the Board's disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant and to the President of the College. The disposition of the grievance by the Board shall be final.

The Personnel Committee of the Board, or a special three (3) member committee of the Board designated by the Board, may be substituted for the Board, if the Board so decides, for the purpose of holding a hearing on a grievance, and such a hearing shall be as binding on all parties as if held by the Board.

If the College fails to respond at any step of the grievance procedure within the time limits established herein, the grievant or the Association will have the option of requesting an immediate response or of moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the established time limits shall be deemed to be an acceptance of the College's decision.

ARTICLE XVIII – LECTURER CLASSIFICATION

1. Terms and Conditions of Employment

- a. This appointment is a full-time term appointment which is not a tenure track position. It is an appointment with no contractual right to reappointment.
- b. This appointment will be for one (1) semester.
- c. An individual is limited to eight (8) continuous semesters of appointment as a Lecturer.
- d. When the appointment is for teaching, it will require fifteen (15) contact hours of teaching per week and per semester, and four (4) office hours weekly. When the appointment is for a non-teaching position, the appointment will encompass the normal professional responsibilities of a full-time professional employee in the area of appointment, except as modified below.
- e. Contract guidelines regarding schedules, class size, and class overload compensation shall be applicable to Lecturers.
- f. A Lecturer may receive an overload assignment, after the assignment has been offered to and refused by a full-time faculty member. Likewise, a Lecturer may receive an assignment to assist with Registration on an overtime basis; such assignment shall not eliminate the opportunity for extra compensation for a full-time faculty member, unless the opportunity has been offered to and refused by the full-time faculty member.

APPENDIX "A" – SALARY SCHEDULE
[in effect until June 30, 2007]

FULL PROFESSOR 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1								50,476	42.20	28.13
2	50,726	50,981	51,235	51,491	51,751	52,008	52,268	52,530	43.55	29.03
3	52,792	53,057	53,321	53,588	53,856	54,124	54,396	54,667	44.92	29.95
4	54,943	55,216	55,493	55,769	56,047	56,328	56,610	56,893	46.28	30.85
5	57,177	57,464	57,751	58,040	58,329	58,621	58,914	59,209	47.22	31.48
6	59,505	59,802	60,101	60,402	60,705	61,008	61,312	61,619	48.15	32.10
7	61,928	62,237	62,547	62,860	63,174	63,493	63,808	64,126	49.09	32.73
8	64,448	64,770	65,095	65,418	65,748	66,076	66,406	66,738	49.97	33.31
9	67,073	67,408	67,745	68,083	68,422	68,765	69,108	69,454	50.88	33.92
10	69,802	70,150	70,502	70,855	71,209	71,564	71,922	72,282	51.82	34.55
11	72,643	73,007	73,371	73,739	74,106	74,478	74,850	75,224	52.66	35.11
12	75,602	75,979	76,356	76,740	77,123	77,510	77,896	78,286	53.52	35.68
13	78,679	79,069	79,466	79,864	80,263	80,665	81,067	81,474	54.37	36.25
14	81,880	82,290	82,701	83,114	83,531	83,948	84,369	84,789	55.22	36.81
15	85,213	85,639	86,067	86,500	86,930	87,365	87,804	88,189	55.62	37.08
16	88,681	89,125	89,570	90,017	90,468	90,920	91,373		56.05	37.37

ASSOCIATE PROFESSOR 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1							43,244	43,459	39.00	26.00
2	43,676	43,898	44,115	44,335	44,559	44,781	45,003	45,230	39.77	26.51
3	45,454	45,684	45,910	46,142	46,372	46,605	46,836	47,071	40.52	27.01
4	47,307	47,543	47,783	48,020	48,260	48,500	48,743	48,988	41.29	27.53
5	49,233	49,478	49,726	49,975	50,224	50,476	50,726	50,981	42.20	28.13
6	51,235	51,491	51,751	52,008	52,268	52,530	52,792	53,057	43.55	29.03
7	53,321	53,588	53,856	54,124	54,396	54,667	54,943	55,216	44.92	29.95
8	55,493	55,769	56,047	56,328	56,610	56,893	57,177	57,464	46.28	30.85
9	57,751	58,040	58,329	58,621	58,914	59,209	59,505	59,802	47.22	31.48
10	60,101	60,402	60,705	61,008	61,312	61,619	61,928	62,237	48.15	32.10
11	62,547	62,860	63,174	63,493	63,808	64,126	64,448	64,770	49.09	32.73
12	65,095	65,418	65,748	66,076	66,406	66,738	67,073	67,408	49.97	33.31
13	67,745	68,083	68,422	68,765	69,108	69,454	69,802	70,150	50.88	33.92
14	70,502	70,855	71,209	71,564	71,922	72,282	72,643	73,007	51.82	34.55
15	73,371	73,739	74,106	74,478	74,850	75,224	75,602	75,979	52.66	35.11
16	76,356	76,740	77,123	77,510	77,896	78,286	78,679	79,069	53.52	35.68
17	79,466	79,864							54.17	36.11

ASSISTANT PROFESSOR**2001 – 2004**

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1				37,607	37,794	37,986	38,174	38,365	35.84	23.89
2	38,559	38,750	38,943	39,140	39,334	39,531	39,729	39,926	36.53	24.35
3	40,126	40,326	40,528	40,732	40,935	41,141	41,346	41,552	37.20	24.80
4	41,760	41,967	42,179	42,392	42,602	42,813	43,030	43,244	37.89	25.26
5	43,459	43,676	43,898	44,115	44,335	44,559	44,781	45,003	38.78	25.85
6	45,230	45,454	45,684	45,910	46,142	46,372	46,605	46,836	40.66	27.11
7	47,071	47,307	47,543	47,783	48,020	48,260	48,500	48,743	42.53	28.35
8	48,988	49,233	49,478	49,726	49,975	50,224	50,476	50,726	43.45	28.97
9	50,981	51,235	51,491	51,751	52,008	52,268	52,530	52,792	44.33	29.55
10	53,057	53,321	53,588	53,856	54,124	54,396	54,667	54,943	45.18	30.12
11	55,216	55,493	55,769	56,047	56,328	56,610	56,893	57,177	46.10	30.73
12	57,464	57,751	58,040	58,329	58,621	58,914	59,209	59,505	47.00	31.33
13	59,802	60,101	60,402	60,705	61,008	61,312	61,619	61,928	47.95	31.97
14	62,237	62,547	62,860	63,174	63,493	63,808	64,126	64,448	48.87	32.58
15	64,770	65,095	65,418	65,748	66,076	66,406	66,738	67,073	49.73	33.15
16	67,408	67,745	68,083	68,422	68,765	69,108	69,454	69,802	50.63	33.75
17	70,150	70,502	70,855	71,209	71,564	71,922			51.42	34.28

INSTRUCTOR**2001 – 2004**

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					31,742	31,901	32,061	32,221	33.44	22.29
2	32,382	32,544	32,704	32,868	33,032	33,198	33,365	33,531	34.25	22.83
3	33,699	33,869	34,036	34,207	34,380	34,550	34,723	34,896	35.27	23.51
4	35,073	35,247	35,422	35,600	35,779	35,956	36,136	36,318	36.18	24.12
5	36,500	36,684	36,684	37,048	37,233	37,418	37,607	37,794	37.06	24.71
6	37,986	38,174	38,365	38,559	38,750	38,943	39,140	39,334	37.95	25.30
7	39,531	39,729	39,926	40,126	40,326	40,528	40,732	40,935	38.87	25.91
8	41,141	41,346	41,552	41,760	41,967	42,179	42,392	42,602	39.74	26.49
9	42,813	43,030	43,244	43,459	43,676	43,898	44,115	44,335	40.64	27.09
10	44,559	44,781	45,003	45,230	45,454	45,684	45,910	46,142	41.55	27.70
11	46,372	46,605	46,836	47,071	47,307	47,543	47,783	48,020	42.46	28.31
12	48,260	48,500	48,743	48,988	49,233	49,478	49,726	49,975	43.36	28.91
13	50,224	50,476	50,726	50,981	51,235	51,491	51,751	52,008	44.26	29.51
14	52,268	52,530	52,792	53,057	53,321	53,588	53,856	54,124	45.16	30.11
15	54,396	54,667	54,943	55,216	55,493	55,769	56,047		46.10	30.73

ASSOCIATE INSTRUCTOR 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					26,000	26,130	26,261	26,391	29.64	19.76
2	26,523	26,656	26,790	26,924	27,058	27,193	27,330	27,466	30.19	20.13
3	27,605	27,744	27,880	28,020	28,160	28,302	28,444	28,585	30.74	20.49
4	28,730	28,871	29,016	29,161	29,308	29,454	29,599	29,748	31.31	20.87
5	29,896	30,046	30,197	30,348	30,498	30,654	30,805	30,960	32.21	21.47
6	31,114	31,270	31,426	31,582	31,742	31,901	32,061	32,221	33.44	22.29
7	32,382	32,544	32,704	32,868	33,032	33,198	33,365	33,531	34.25	22.83
8	33,699	33,869	34,036	34,207	34,380	34,550	34,723	34,896	35.27	23.51
9	35,073	35,247	35,422	35,600	35,779	35,956	36,136	36,318	36.18	24.12
10	36,500	36,684	36,864	37,048	37,233	37,418	37,607	37,794	37.06	24.71
11	37,986	38,174	38,365	38,559	38,750	38,943	39,140	39,334	37.95	25.30
12	39,531	39,729	39,926	40,126	40,326	40,528	40,732	40,935	38.87	25.91
13	41,141	41,346	41,552	41,760	41,967	42,179	42,392	42,602	39.74	26.49
14	42,813	43,030	43,244	43,459	43,676	43,898	44,115	44,335	40.64	27.09
15	44,559	44,781	45,003	45,230	45,454	45,684	45,910	46,142	41.55	27.70
16	46,372	46,605	46,836	47,071	47,307	47,543	47,783	48,020	42.46	28.31
17	48,260	48,500	48,743	48,988	49,233	49,478	49,726	49,975	43.36	28.91
18	50,224	50,476	50,726	50,981	51,235	51,491	51,751	52,008	44.26	29.51
19	52,268	52,530	52,792	53,057	53,321	53,588	53,856	54,124	45.16	30.11
20	54,396	54,667	54,943	55,216	55,493	55,769	56,047		46.10	30.73

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PROFESSIONAL ASSISTANT – (95%) 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					30,155	30,306	30,458	30,610	31.92	21.28
2	30,763	30,917	31,069	31,225	31,380	31,538	31,697	31,854	32.69	21.79
3	32,014	32,176	32,334	32,497	32,661	32,822	32,987	33,151	33.66	22.44
4	33,319	33,485	33,651	33,820	33,990	34,158	34,329	34,502	34.52	23.01
5	34,675	34,850	35,021	35,196	35,371	35,547	35,727	35,904	35.36	23.57
6	36,087	36,265	36,447	36,631	36,812	36,996	37,183	37,367	36.20	24.14
7	37,554	37,743	37,930	38,120	38,310	38,502	38,695	38,888	37.08	24.72
8	39,084	39,279	39,474	39,672	39,869	40,070	40,272	40,472	37.90	25.27
9	40,672	40,878	41,082	41,286	41,492	41,703	41,909	42,118	38.76	25.84
10	42,331	42,542	42,753	42,968	43,181	43,400	43,614	43,835	39.62	26.41
11	44,053	44,275	44,494	44,717	44,942	45,166	45,394	45,619	40.49	26.99
12	45,847	46,075	46,306	46,539	46,771	47,004	47,240	47,476	41.34	27.56
13	47,713	47,952	48,190	48,432	48,673	48,916	49,163	49,408	42.20	28.13
14	49,655	49,903	50,152	50,404	50,655	50,909	51,163	51,418	43.05	28.70
15	51,676	51,934	52,196	52,455	52,718	52,981	53,245	53,512	43.94	29.30
16	53,779	54,048	54,318	54,591	54,863	55,138	55,413	55,690	44.80	29.87

TECHNICAL ASSISTANT I (91%) 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					28,885	29,030	29,176	29,321	30.70	20.47
2	29,468	29,615	29,761	29,910	30,059	30,210	30,362	30,513	31.44	20.96
3	30,666	30,821	30,973	31,128	31,286	31,441	31,598	31,755	32.37	21.58
4	31,916	32,075	32,234	32,396	32,559	32,720	32,884	33,049	33.19	22.13
5	33,215	33,382	33,546	33,714	33,882	34,050	34,222	34,393	33.99	22.66
6	34,567	34,738	34,912	35,089	35,263	35,438	35,617	35,794	34.80	23.20
7	35,973	36,153	36,333	36,515	36,697	36,880	37,066	37,251	35.64	23.76
8	37,438	37,625	37,812	38,002	38,190	38,383	38,577	38,768	36.43	24.29
9	38,960	39,157	39,352	39,548	39,745	39,947	40,145	40,345	37.25	24.83
10	40,549	40,751	40,953	41,159	41,363	41,572	41,778	41,989	38.08	25.39
11	42,199	42,411	42,621	42,835	43,049	43,264	43,483	43,698	38.91	25.94
12	43,917	44,135	44,356	44,579	44,802	45,025	45,251	45,477	39.73	26.49
13	45,704	45,933	46,161	46,393	46,624	46,857	47,093	47,327	40.55	27.03
14	47,564	47,802	48,041	48,282	48,522	48,765	49,009	49,253	41.37	27.58
15	49,500	49,747	49,998	50,247	50,499	50,750	51,003	51,258	42.22	28.15
16	51,515	51,773	52,031	52,292	52,553	52,816	53,079	53,345	43.04	28.69

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TECHNICAL ASSISTANT II (86%) 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					27,298	27,435	27,572	27,710	29.18	19.45
2	27,849	27,988	28,125	28,266	28,408	28,550	28,694	28,837	29.88	19.92
3	29,981	29,127	29,271	29,418	29,567	29,713	29,862	30,011	30.75	20.50
4	30,163	30,312	30,463	30,616	30,770	30,922	31,077	31,233	31.53	21.02
5	31,390	31,548	31,703	31,861	32,020	32,179	32,342	32,503	32.29	21.53
6	32,668	32,830	32,994	33,161	33,325	33,491	33,660	33,827	33.06	22.04
7	33,997	34,167	34,336	34,508	34,680	34,854	35,030	35,204	33.85	22.57
8	35,381	35,558	35,735	35,914	36,092	36,274	36,457	36,638	34.60	23.06
9	36,819	37,006	37,190	37,375	37,561	37,752	37,939	38,128	35.37	23.58
10	38,321	38,512	38,703	38,898	39,090	39,288	39,483	39,682	36.15	24.10
11	39,880	40,080	40,279	40,481	40,684	40,887	41,093	41,297	36.94	24.62
12	41,504	41,710	41,919	42,130	42,340	42,551	42,764	42,979	37.71	25.14
13	43,193	43,409	43,624	43,844	44,062	44,282	44,506	44,727	38.48	25.66
14	44,950	45,176	45,401	45,629	45,856	46,086	46,316	46,547	39.26	26.17
15	46,781	47,014	47,251	47,486	47,724	47,961	48,200	48,442	40.07	26.71
16	48,685	48,928	49,172	49,419	49,666	49,914	50,163	50,414	40.84	27.23
17	50,666								41.61	27.74

TECHNICAL ASSISTANT III (82%) 2001 – 2004

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					26,028	26,159	26,290	26,421	27.96	18.64
2	26,553	26,686	26,817	26,952	27,086	27,222	27,359	27,495	28.63	19.08
3	27,633	27,773	27,910	28,050	28,192	28,331	28,473	28,615	29.46	19.64
4	28,760	28,903	29,046	29,192	29,339	29,484	29,632	29,781	30.21	20.14
5	29,930	30,081	30,228	30,379	30,531	30,683	30,838	30,991	30.93	20.62
6	31,149	31,303	31,459	31,618	31,775	31,933	32,095	32,254	31.66	21.11
7	32,415	32,578	32,739	32,903	33,067	33,233	33,400	33,567	32.41	21.61
8	33,736	33,904	34,073	34,243	34,413	34,587	34,761	34,934	33.13	22.08
9	35,107	35,285	35,460	35,636	35,814	35,996	36,174	36,355	33.86	22.58
10	36,538	36,720	36,902	37,089	37,272	37,461	37,646	37,836	34.61	23.07
11	38,025	38,216	38,406	38,598	38,792	38,985	39,182	39,376	35.36	23.57
12	39,573	39,770	39,969	40,170	40,371	40,572	40,775	40,979	36.10	24.06
13	41,184	41,390	41,595	41,804	42,013	42,223	42,436	42,647	36.83	24.56
14	42,860	43,075	43,289	43,507	43,723	43,942	44,162	44,382	37.57	25.05
15	44,605	44,827	45,053	45,277	45,504	45,731	45,959	46,189	38.34	25.56
16	46,420	46,652	46,885	47,120	47,356	47,593	47,830	48,069	39.08	26.05
17	48,309	48,551							39.82	26.55

APPENDIX "B"

Memorandum of Understanding for Distance Education – Online and Partially Online ("Hybrid") Courses (revised and effective September 1, 2005)

I. The Online Professor Program (TOPP)

A. Scheduling and Character of TOPP Training

1. Faculty who have never taught online or in the hybrid mode, and who wish to teach an online or hybrid course, will be required to first have some basic competencies such as Windows, Word, Internet use. They will then be required to enroll in "Level 1" training which in the initial offering is anticipated to be a 2 hour per week, 12 week course.

The number and length of sessions may be adjusted appropriately in subsequent years based upon experience. Alternate timeframes and delivery methods may be developed.

2. During TOPP training, faculty will work on developing their courses. At the completion of the training program, the faculty member, course trainer, and department head will review the course to determine whether the training outcomes have been sufficiently met to enable the course the course to be offered in online or in hybrid format.

B. Compensation for TOPP Training and Course Implementation

1. Compensation will be in the form of a stipend as defined in B.10., below.
2. Compensation for each TOPP level will be paid at the end of the training to faculty who complete the training.
3. Faculty who receive compensation in "Level 1" are expected to make a good faith commitment to teach the course online or in hybrid form for a minimum of two, not necessarily consecutive, semesters. A faculty member who completes Level 1, and then goes on to run her/his course for two (not necessarily consecutive semesters), will receive one (1) hour compensation for the completed training (paid at the end of the complete training), one (1) hour compensation to for the first time s/he runs the course (paid at the end of the semester), and one (1) hour compensation for the second time s/he runs the course (paid at the end of the semester).
4. Faculty who complete the Level 1 training, even if they then do not teach online or if the department does not offer the course, will be compensated for one (1) hour for completing the training. However, faculty who drop out of the Level 1 training program will not receive the aforesaid compensation for Level 1 training.
5. Faculty who developed a publisher's course, for which they were compensated one (1) hour, may participate in "Level 1" training and be compensated for one (1) additional hour. Faculty who were already compensated for course development may participate in "Level 1" training, but without additional compensation.

6. Faculty who complete "level 1" and go on to offer their course will be given one (1) additional hour during the first semester in which they teach the course. They will be strongly encouraged, but not required, to enroll in "level 2" training during the first semester they are teaching online. The "level 2" course will last approximately seven (7) weeks and be designed to support the faculty member while s/he is beginning to teach online. If they enroll in "level 2", faculty will be given two (2) hours compensation in the form of stipend paid when the faculty member completes the training. Faculty who drop out of the training program will not receive the aforesaid compensation. Faculty who developed a publisher's course for which they were compensated one (1) hour may participate in "Level 2" training and be compensated for one (1) additional hour. Faculty who were already compensated for course development may participate in "Level 2" training but without compensation.
7. Faculty who develop additional new online or hybrid courses will be compensated 1.5 hours for each new course they develop, except as limited by the provisions above, unless the course is a publisher's course or has already been developed by a colleague. They will receive only one (1) hour for a publisher's or colleague's course.
8. Faculty who have taught online or hybrid courses for a minimum of three semesters and who wish to participate in a "Level 3" advanced program and who commit to revising their courses according to the WebCT Exemplary Courses Project or other appropriate criteria as established by the TOPP trainers prior to enrolling in Level 3 may opt to do so. If they do, faculty will receive an additional two (2) hours compensation in the form of a stipend paid when the faculty member completes the training. Faculty who drop out of the training program will not receive the aforesaid compensation.
9. Reformatting online courses for hybrid delivery or reformatting hybrid courses for online delivery: Faculty doing such reformatting work will receive 1/2 hour compensation in the form of a stipend to be paid during the semester when the faculty member teaches the converted course.

The College and the Association agree to reopen negotiations if either party so requests, to negotiate issues related to compensation for the aforesaid reformatting work. In the event negotiations are reopened, the negotiations shall be limited to this issue, unless the Association and the College otherwise agree.

10. All stipends specified herein shall be set on the basis of the following formula: Average contact-hour overload rate of all online and hybrid faculty in 2004-2005 computed on the basis of the 2005-2006 average rate for all such faculty. On this basis, the basic rate is \$49.81. Thus, the stipends specified above shall be as follows:

.5 contact hour = \$398.48
1 contact hour = \$796.96
1.5 contact hours = \$1,195.44
2 contact hours = \$1,593.92

II. Class Sizes for Online and Hybrid Courses

A. Online Courses

1. Class size for online sections will be fixed at 31 students per class except in those instances where lower class sizes have been agreed to in the BCC/BCCFA contract.
2. Faculty will be compensated at the appropriate fractional overload rate for each student in each of their classes, both in-load and overload, in which the student receives a final grade of A, B, B+, C, C+, D, N, and R, who is in excess of a class size of 26.

B. Hybrid Courses

1. Any hybrid course meeting face-to-face for 51% or more of the contact hours (49% or less online) will be capped at 36.
2. Any hybrid course meeting online for 51% or more of the contact hours (49% or less face-to-face) will be capped at 31.
3. Any hybrid course meeting online for 50% of the contact hours and 50% face-to-face will be capped at 35.

Exception: in those instances where lower class sizes have been agreed to in the BCC/BCCFA contract

- C. The College and the Association agree to reopen negotiations if either party so requests, to negotiate issues related to class sizes for online and hybrid courses. In the event negotiations are reopened, the negotiations shall be limited to this issue, unless the Association and the College otherwise agree.

III. Selection of courses and faculty

- A. The decision as to which courses will be offered online rests with the department head, dean, and academic vice president with the advice of the coordinator of distance learning.
- B. Once faculty have been compensated for online course development, they are expected to make a good faith commitment to teach it at least two, not necessarily consecutive, semesters. Continuation beyond this is contingent on successful evaluation of performance by whatever evaluation method is agreed to for online courses.
- C. The procedures for the assignment of online courses shall be the same as those for traditional courses as agreed to in the BCC/BCCFA contract, except as limited by the requirements stipulated in section I.
- D. It is the intent of the College to support the position that faculty teaching online courses do so on a voluntary basis. However there may be instances where an unusual circumstance necessitates the assignment of a trained and appropriately prepared faculty member to cover a scheduled course. In such an instance, faculty hired after January 16, 2002 (who are trained and appropriately prepared) will be assigned the course, unless a more senior faculty member

volunteers to do so. If coverage cannot be resolved, the Association will be consulted to assist in identifying a faculty member that the College and the Association mutually agree will teach the online course.

IV. Copyright and Ownership

Copyright and ownership is in accordance with the College's existing policy on intellectual property.

V. Scheduling

A. Days on Campus

It is clearly understood that teaching faculty have a minimum of a four day per week obligation to the college. However, the college agrees that faculty teaching two or more online courses as in-load may have a three day per week on-campus schedule, if department needs, the master schedule, and teaching specialties allow, provided that (1) they maintain a virtual office hour on a fourth day and are able to document the activities which take place during that office hour and (2) make themselves available for all contractual obligations, including those which take place on non-teaching days, and participate fully in the life of the college even when such participation requires attendance on non-teaching days.

B. Number of Online and Hybrid Hours

The maximum INLOAD total of online, hybrid, and/or media courses cannot exceed twelve (12) teaching hours. Faculty who wish to teach overload can teach additional online, hybrid, and/or media hours subject to existing contractual language concerning overload assignments. The intent is for faculty to be in a traditional classroom for a minimum of three (3) hours in-load.

VI. Evaluation of Online, Hybrid, and Media Courses

- A. The same model as adopted for evaluating on campus courses, modified as appropriate for online, hybrid, and media courses, will be followed, unless modified per VI.B., below.
- B. The parties agree that, during the remaining time this agreement is in force, the college and the BCCFA will discuss and work out a new and better system for evaluating online, hybrid, and media courses.

VII. ITV Courses

- A. Orientation for new ITV faculty will be done on campus. There will be no compensation for this orientation.
- B. Faculty teaching an ITV course will receive a stipend equivalent to one additional hour for the course as defined in I.B.10., above, regardless of the number of hours for the course.

VIII. Web Enhanced Courses

- A. Faculty preparing to teach web enhanced courses may enroll in a training program designed for faculty developing web enhanced courses. There is no compensation for this training.
- B. If faculty teaching web enhanced courses subsequently decide to develop an online course, and who have not previously completed "Level 1" training, they may enroll in "Level 1" training and be compensated as provided in I.3., above.

IX. The parties agree that, should the College decide to "unbundle" the development and teaching of online and hybrid courses, e.g., one or more individuals might develop the courses or course components while others might teach the courses, the College and the BCCFA will discuss and work out an agreement that addresses any labor implications deriving from such developments, e.g., distribution of work, compensation, etc.

X. Responses to other issues related to Distance Learning

- A. The administration is not prepared to commit at this time to any compensation plan should the College change course management systems.
- B. Experienced online faculty who serve as mentors to new online faculty will not be compensated.

APPENDIX "C"

UNDERSTANDINGS RELATIVE TO DEPARTMENT HEADS

The position of Department Head became effective within the Academic Divisional Structure on July 1, 1996.

1. Department Heads must be tenured faculty of professorial rank (i.e. full, associate, assistant) within the department.
2. Department Heads will be selected by vote of the fulltime faculty (tenured and tenure track) within the department.
3. Elections
 - a. The Nominations and Elections Committee will establish procedures for and oversee the Department Head elections.
 - b. Elections will be conducted at a meeting of the department which will include all members eligible to vote for Department Head, said meeting to be held between May 1 and May 15.
 - c. Nominations may be submitted in writing in advance to the Dean who will protect the confidentiality of the nominator and put the individual(s) name forward for balloting.
 - d. Nominations may also be accepted from the floor at the meeting.
 - e. If only one name is placed in nomination, that individual must receive a majority affirmative vote to be elected.
 - f. Election must be by closed ballot whether there is a single nominee or multiple nominees.
 - g. If there is a tie vote in a contested election, the outcome will be determined by the toss of a coin. If, in the case of a single nominee, there is no majority affirmative vote, nomination procedures shall be reopened one time only to attempt to select a Department Head. If there is still no successful resolution, the Academic Vice President shall appoint a Department Head for a one year term.
4. The initial term of the Department Head shall be one (1) year from July 1 through June 30. A seven (7) year limitation will be placed on continuous terms of service as Department Head, with the time measuring term in office beginning July 2001. (i.e. first time Department Heads will have terms of 1-2-2-2); continuing Department Heads will have terms of 2-2-2-1). Service after election will be dependent on satisfactory evaluation by the appropriate Dean and approval of the Academic Vice President.
5. Department Heads must be available, on a schedule to be agreed to by the Department Head and the Divisional Dean, during both summer sessions. The Department Head is expected to be available during registration periods in August/September, January, June/July. A Dean may excuse a Department Head from a specific registration duty because of special circumstances.

6. Serving as a Department Head is an administrative assignment and, as such, is compensated at the two-for-one rate. Since it is an administrative assignment which involves direct contact with students, faculty, coordinators, and the deans, it is expected that most responsibilities will be carried out in the department office on a fixed schedule. Department Heads are expected to also schedule the four contractual office hours expected of all teaching faculty.
7. The Department Head's schedule for Fall and Spring semesters and for Summer sessions is subject to approval by the divisional dean.
8. Compensation
 - a. Department heads will be granted 9 contact hours of release time (6 inload and 3 overload) each Fall and Spring semester. The English Department Head will be granted 12 release hours (9 inload and 3 overload) each Fall and Spring semester.
 - b. The same number of inload contact hours of release time received in a regular semester will be given as overload during the summer and distributed over both summer sessions.
 - c. In no case can a Department Head realize more than the number of hours of overload permitted by contract for any individual faculty member.
 - d. During a Fall or Spring semester the President or his/her designee may grant permission for a Department Head to carry his/her 9 hours of release time in-load, provided the individual is carrying no more than 2 overload hours (maximum 17 contact hour load) in a given semester and only if the overload is necessitated by course configuration. The total overload hours in these circumstances may not exceed a total of 3 hours in the Fall and Spring Semester.
 - e. Department Heads shall receive a \$2,500.00 annual stipend. For the July 1, 2002-June 30, 2003 year, the stipend shall increase by \$200.00. As of May 2002, newly elected Department Heads will receive \$2,500.00 during their first year. All continuing Department Heads will receive \$2,700.00.
9. Schedule of Work Hours
 - a. As a general rule, should be available 5 days per week.
 - b. Changes in schedule require pre-approval by Dean.
 - c. Weekly posted and non-posted hours.
 - 1) Must be approved and on file in the Dean's Office.
 - 2) Posted hours shall be 10 hours plus 2 hours for students in classes.
 - 3) There shall be 5 flexible hours approved by the Dean which may be posted or unposted as needed.
 - 4) The English Department Head shall post 13 hours plus 2 hours for classes and shall have 8 flexible hours.
 - d. Additionally, there shall be 6 "floating" contact hours annually; said hours are to be used for registration periods, opening and closing activities of each semester/session, special problems, and the like.

- e. Posted and flexible hours during Summer sessions are to be prorated based on Fall and Spring hours.
- f. Faculty obligations during Tuesday meeting hours are outside of required posted office hours.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

NON-TRADITIONAL TEACHING MEMBER

THIS AGREEMENT is entered into the first day of July, 1985, by and between the Board of Trustees of Bergen Community College and the Bergen Community College Faculty Association, wherein the parties recognize the need for the position of non-traditional teaching member, hereinafter known as a GROUP NT member.

THE GROUP NT member shall be a full time faculty member who shall teach thirty-two (32) hours and schedule two (2) office hours per week for 16 weeks during the Fall Semester and for 16 weeks during the Spring Semester. During the 16 week Fall and Spring Semesters, the GROUP NT member shall have a maximum of 60 students. Additionally, the GROUP NT member shall work a scheduled one hundred fifty-five (155) hours and twenty-five (25) minutes during the two summer sessions (twelve (12) week period).

Compensation for the non-traditional teaching member shall be the same as other full time members of GROUP "T" plus ten (10%) percent of base salary for the two summer sessions (twelve (12) week period). Except as modified herein, GROUP NT members shall be entitled to all other rights and fringe benefits of GROUP "T" members.

Responsibilities assigned to each position shall be outlined in a position description, a copy of which shall be maintained in the Department of Human Resources.

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