

Bergen Community College

Memorandum of Agreement
Academic Department Chairs

Bergen Community College and the Bergen Community College Faculty Association (the Parties) hereby agree to amend the "Agreement between Bergen Community College and [the] Bergen Community College Faculty Association" ("Agreement"), dated July 1, 2001 - June 30, 2011, by adding to said Agreement the following provisions relating to the establishment of Academic Department Chairs for the purpose of managing the operations of the College's Academic Departments. The Parties agree that these provisions shall replace entirely Appendix C of the Agreement, which Appendix C is titled "Understandings Relating to Department Heads."

The Academic Department Chairs ("Chairs") shall assume their duties as described in the attached description of duties commencing on January 5, 2009, and shall continue performing such duties thereafter, subject to the following provisions.

1. Chairs shall be tenured faculty except in the cases of Departments where there are no tenured faculty to do the job or where no tenured faculty member is willing to do the job. In such cases untenured but tenure-track faculty may serve as Chairs. In the case of an election in which a candidate is elected but not approved by the Academic Vice President, a second election shall be held. If the second election concludes without an approved candidate, a third election must be conducted. In the third election, untenured but tenure-track faculty will be eligible to run.

When an initial (first) election concludes with a candidate who is not approved by the Academic Vice President, and in which case the Academic Vice President is confident that future elections will not produce an approved candidate, the Academic Vice President can ask the BCCFA Executive Officers to waive the second election and move to the aforesaid stipulated conditions of the third election.

2. Chairs will be elected by a vote of the full-time faculty, tenured and tenure track, within the Department.

3. Elections

a. The BCC Nominations and Elections Committee will establish procedures for and oversee the Academic Department Chair elections.

b. Elections will be conducted at a meeting of the Department, which will include all members eligible to vote for Chairs, said meeting to be held between April 1 and April 15. However, the Spring 2009 semester elections will be conducted in regular or special meetings of Departments and shall be concluded on or before December 8, 2008.

c. Nominations may be submitted in writing in advance to the Divisional Dean, who will protect the confidentiality of the nominator and put the name(s) of the nominated individual(s) 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, in the course of an election, only three candidates remain and two are tied for the lowest number of votes, for example 8-7-7, then the candidate to be eliminated will be decided by another round of voting between the two who are tied. If this voting also results in a tie, the person holding the highest faculty rank will be declared the winner. If both individuals hold the same rank, the winner will be decided by the number of years within rank. In the event of a tie, the total number of years at BCC will determine the winner.

If there are only two candidates, or when the above procedure has resulted in two candidates, then there will be a final round of voting, using the same procedure and guidelines for resolving tie votes as outlined above

- h. Upon election by the qualified members of the Department, the Dean shall submit the candidate's name to the Academic Vice President for approval, who shall have authority to appoint the Chair for a two-year term.
4. During the Chair's term of service, the departmental faculty may petition for the recall of the Chair by submitting to the Academic Vice President a petition for recall signed by not fewer than one-third (1/3) of the tenured and tenure-line faculty in the Department. The Academic Vice President will instruct the Divisional Dean to conduct a closed ballot vote affirming the petition. The petition of recall must be affirmed by not fewer than two-thirds (2/3) of the tenured and tenure-line members of the Department. The Chair will continue to serve until June 30 following the recall vote. However, in a recall case, the Academic Vice President shall have the option to assign the recalled Chair to administrative duties until June 30, in which event a departmental election of a new Chair shall take place immediately. The Academic Vice President shall also have the right to recall a Chair for reasonable cause.
 5. Chairs who resign their positions shall be replaced by special departmental elections conducted by the BCC Nominations and Elections Committee.
 6. Chairs elected in December 2008 shall serve a term of one and a half (1½) years running from January 5, 2009, through June 30, 2010. Thereafter, Chairs shall serve two year terms commencing on July 1, 2010.
 7. Only Summer I and Summer II release contact hours will be charged against a Chair's contractual overload limit. All release time in Fall and Spring semesters is in-load.
 8. Chairs may elect to redeem contact hours as either release time or by payment at the rate of \$1,000.00 per contact hour during the Fall and Spring semesters only. Release time granted during Summer I and Summer II shall be paid at the approved overload rate and shall be subject to contract limitations for total load per session. Further, release time granted in January and August shall be paid at the approved overload rate and not charged against the contract limitations for total load per year.

Released Contact Hours by Department shall be as follows:

Health Professions	Fall	Spring	Sum I & II	Jan / Aug	TOTAL
Dental Hygiene	4	4	4	3	15
Medical Office Assistant	4	4	4	3	15
Radiography	4	4	4	3	15
Radiological Therapy	4	4	4	3	15
Respiratory Therapy	4	4	4	3	15
Sonography / Vascular Technology	4	4	4	3	15
Surgical Technician	4	4	4	3	15
Vet Tech	4	4	4	3	15

Arts Hum. & WEX	Fall	Spring	Sum I & II	Jan / Aug	TOTAL
Philosophy & Religion	6	6	2	2	16
World Languages	4	4	4	4	16
Communication¹	4	4	4	4	16
Visual Arts²	6	6	4	2	18
Performing Arts³	6	6	4	2	18
History	6	4	4	4	18
WEX	4	4	4	4	16
English	Fall	Spring	Sum I & II	Jan / Aug	TOTAL
Composition & Literature	6	6	9	5	26
English Basic Skills	6	6	9	5	26
American Language Program	6	6	9	5	26
AIMS (Academic Coordinator)⁴	5 (see note)	5 (see note)	3	3	16 (see note)
Speech ALP	4	4	4	4	16

¹ It is understood that the compensation indicated for the Academic Department Chair of Communication is based upon the Communication Department containing the following disciplines: Journalism, Speech, Communication, Broadcast, and Cinema.

² It is understood that the compensation indicated for the Academic Department Chair of Visual Arts is based upon the Visual Arts Department containing the following disciplines: Art, Visual Arts, Graphic Design, and Photography.

³ It is understood that the compensation indicated for the Academic Department Chair of Performing Arts is based upon the Performing Arts Department containing the following disciplines: Music, Theatre, Dance, and Performing Arts.

⁴ It is understood that the AIMS Program position is that of an academic coordinator, and that the AIMS Program Coordinator will receive five (5) release contact credits for the fall semester, five (5) release contact credits for the spring, three (3) release contact credits for Summer I & II, and three (3) release contact credits for Jan / Aug, of which all will be redeemed at the \$1,000.00 per credit payment rate. In addition, the AIMS Program Coordinator will receive an annual stipend of \$3,500.00

Bus., SS, and Public Serv.	Fall	Spring	Sum I & II	Jan / Aug	TOTAL
Business, Finance, & Accounting	6	6	6	2	20
Information Technology	4	4	4	4	16
Legal & Related Studies	4	4	4	4	16
Hotel Restaurant	3	3	3	2	11
Social Sciences⁵	6	6	6	2	20
Public Service	4	4	4	4	16
Education	3	3	3	3	12
CIS	3	3	3	3	12

Math and Science	Fall	Spring	Sum I & II	Jan / Aug	TOTAL
Biological Science & Horticulture	6	6	6	2	20
Physical Science⁶	6	6	6	2	20
Industrial & Design Tech	3	3	3	2	11
College Math	6	6	4	3	19
Developmental Math	6	6	9	5	26

GRAND TOTAL					532
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Note: It is understood that the actual apportionment of work hours during Fall, Spring, Sum I & II, and Jan / Aug shall be determined per consultation and agreement between a Chair and the relevant Divisional Dean.

9. In addition to the above release time compensation schedule, the BCCFA Executive Committee and the Academic Vice President will work together to distribute the sum of \$130,000 as stipends on a proportional basis to the Chairs (see Annual Stipend Addendum to this Agreement). Stipends shall be increased commencing on July 1, 2010, at the same rate of increase as that received by all members of the bargaining unit as negotiated in the Agreement for the duration of the current contract and any extension that does not involve a salary renegotiation. Without such renegotiation, the stipend rate of increase shall be 4% per year.

10. In addition, the BCCFA Executive Committee and the Academic Vice President will work together to distribute the sum of \$12,000 as supplementary stipends on a proportional basis to the Health Professions Clinical Coordinators.

⁵ It is understood that the compensation indicated for the Academic Department Chair of Social Sciences is based upon the Social Sciences Department containing the following disciplines: Sociology and Anthropology, Psychology, Political Science, and Economics.

⁶ It is understood that the compensation indicated for the Academic Department Chair of Physical Sciences is based upon the Physical Sciences Department containing the following disciplines: Physics, Chemistry, and Earth Sciences.

11. Schedule of Work Hours

- a. Changes in a Chair's schedule require pre-approval by the Chair's Divisional Dean.
- b. For the Fall and Spring semesters and the Summer I session, all Chairs shall reserve an hour every Tuesday from 2:30 to 3:30 PM. This commonly reserved hour shall be in lieu of a scheduled hour by appointment (per Article IX, Paragraph 5, of the Agreement). The Academic Vice President shall provide reasonable notice when meetings are to be held during this commonly scheduled office hour. It is anticipated that such meetings will be held on a monthly basis.
- c. A Chair must be available, on a schedule approved by the Divisional Dean, during summer sessions and other times between semesters.
- d. Posted office hours will be required of a Chair. Three posted office hours will be required as stated in Article IX, Paragraph 5, of the Agreement. There shall be one posted hour on at least three days of the week. However, such posted hours shall be included in a Chair's in-office work time and shall not be in addition to said work time.
- e. On-campus office hours for Chairs during the Fall, Spring, and Summer semesters shall be as follows:
 - 3 hours of release time = 6 on-campus office hours
 - 4 hours of release time = 7 on-campus office hours
 - 5 hours of release time = 8 on-campus office hours
 - 6 (or more) hours of release time = 9 on-campus office hours
- f. Chair compensation shall include both in-load and overload release time hours throughout the year, plus a yearly stipend. Chairs shall therefore be available to assist the College with administrative duties throughout the calendar year.
- g. It is understood and agreed that a Chair shall be entitled to no less than 23 days of vacation time during any given academic year. These days shall not accumulate from year to year but must be used each year. The specific dates of such vacation time shall be determined per consultation and agreement between a Chair and the relevant Divisional Dean.

Addendum: Annual Stipends for Academic Department Chairs

Annual Stipend

Health Professions	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	
Dental Hygiene	4	4	4	3	15	\$3,000.00
Medical Office Asst.	4	4	4	3	15	\$4,000.00
Radiography	4	4	4	3	15	\$4,000.00
Rad. Thr.	4	4	4	3	15	\$4,000.00
Respiratory Therapy	4	4	4	3	15	\$4,000.00
Sonography / Vascular	4	4	4	3	15	\$4,000.00
Surg Tech	4	4	4	3	15	\$4,000.00
Vet Tech	4	4	4	3	15	\$3,000.00

Arts Hum. & WEX	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	
Phil & Religion	6	6	2	2	16	\$3,500.00
World Languages	4	4	4	4	16	\$3,500.00
Communications	4	4	4	4	16	\$3,500.00
Visual Arts	6	6	4	2	18	\$4,000.00
Performing Arts	6	6	4	2	18	\$4,000.00
History	6	4	4	4	18	\$3,500.00
WEX	4	4	4	4	16	\$3,500.00

English	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	
Composition & Lit.	6	6	9	5	26	\$6,400.00
English Basic Skills	6	6	9	5	26	\$6,400.00
American Lang. Prog.	6	6	9	5	26	\$6,400.00
AIMS**	5	5	3	3	16	\$3,500.00
Speech ALP	4	4	4	4	16	\$3,500.00

Bus., SS, & Pub. Serv.	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	
Bus., Fin., & Accting.	6	6	6	2	20	\$6,000.00
Information Tech	4	4	4	4	16	\$3,500.00
Legal & Rel. Studies	4	4	4	4	16	\$3,500.00
Hotel Restaurant	3	3	3	2	11	\$3,000.00
Social Sciences	6	6	6	2	20	\$6,000.00
Criminal Justice	4	4	4	4	16	\$3,500.00
Education	3	3	3	3	12	\$3,200.00
Computer Science	3	3	3	3	12	\$3,200.00

Math and Science	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	
Bio. Science & Hort.	6	6	6	2	20	\$6,000.00
Physical Sciences	6	6	6	2	20	\$6,000.00
Industrial Design Tech	3	3	3	2	11	\$3,000.00
College Math	6	6	4	3	19	\$3,500.00
Developmental Math	6	6	9	5	26	\$6,400.00

\$138,500.00

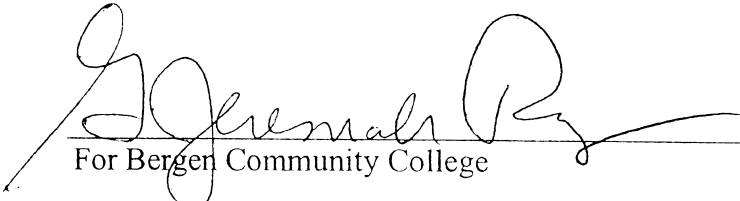
Total

GRAND TOTAL					522	
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** See note 4 in the release Contact Credit Hour chart above.

This Memorandum of Agreement shall be without prejudice to either party and shall not constitute a precedent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this document on the 9th day of November, 2008.


For Bergen Community College


For the BCC Faculty Association