



Contract Between  
County College of Morris  
And  
Faculty Association of the  
County College of Morris, Inc.

September 3, 2022 – September 2, 2026

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PREAMBLE

THIS AGREEMENT entered into this XXXXXXXXXX BETWEEN COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey; (hereinafter called the "College"); and FACULTY ASSOCIATION OF THE COUNTY COLLEGE OF MORRIS, INC., affiliated with the New Jersey Education Association; (hereinafter called the "Association").

ARTICLE I

RECOGNITION

The Board of Trustees of ~~the~~ County College of Morris recognizes the Faculty Association of County College of Morris, Inc., affiliated with the New Jersey Education Association, as the exclusive representative for collective negotiations of the terms and conditions of employment of all employees included in the certified collective negotiating unit by the Public Employment Relations Commission of the State of New Jersey, which certification bearing Docket RO-857 is attached to this Agreement and made a part hereof. The position of "full-time lecturer" is included within the classification of full-time teaching faculty.

## ARTICLE II

### MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.
  
- B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from their position, or refusal to perform their duties of employment as defined in this Agreement.
  
- C. The Association further agrees that it will not cause, engage in, encourage, or assist in any strike or similar action or conduct on the part of students of the College.
  
- D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

### ARTICLE III

#### APPOINTMENT, RETENTION AND DISMISSAL

A. Notice of reappointment or non-reappointment of non-tenured faculty members shall be provided to the faculty member in writing not later than April 30 of the academic year of service, except that during the academic year preceding the acquisition of tenure, informal notice of intent to reappoint shall be given by the Office of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success by December 15 for faculty acquiring tenure the following fall term, and April 15 for faculty acquiring tenure the following spring term. If subsequent to the above stated informal notice date the College is apprised of highly unusual circumstances which were not known to the College prior to the above stated notice date, in such event the College reserves the right to withdraw the notice of intent to reappoint subject to subparagraph E. Any non-tenured faculty member wishing to accept reappointment shall so advise the College in writing within thirty days of receipt of notice of reappointment. Failure to deliver written acceptance to the College within such thirty-day period shall be deemed a refusal of reappointment and abandonment of the position. Any faculty member desiring to resign shall give ninety days advanced written notice to the College. If unforeseen, extenuating circumstances occur which prevent providing ninety days advance written notice, faculty shall give at least sixty days advance written notice of resignation.

B. The notice provided for in Section A shall include:

1. the dates for which the appointment or reappointment is effective
2. the faculty member's title, academic rank, and academic department
3. the faculty member's salary
4. in the event of the first appointment only, the number of years counted as credit for previous experience



- C. No faculty member shall be discharged, disciplined, reprimanded in writing, or reduced in rank or compensation without just cause.
- D. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the office of the President of the College a written request for reasons for such non-renewal. The President will provide such faculty member with a written statement of reasons within thirty (30) days of receipt of such request. The members of the Board of Trustees who constitute the Personnel Committee of the Board will provide an informal appearance before such committee to any non-renewed faculty member provided that a written request for such an appearance is received by the office of the College President within seven (7) days after the faculty member receives the requested statement of reasons for non-renewal. Failure to make timely request for statement of reasons for non-renewal shall be deemed a waiver of any right to an informal appearance. The Personnel Committee will schedule an appearance within twenty (20) days from receipt of the faculty member's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the faculty member an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the faculty member at least five (5) days' notice of the date and time of the appearance. A faculty member may be represented and counseled at such committee appearance by counsel, and by a representative of the Faculty Association or by one individual of their choice. The faculty member may present witnesses, but such witnesses, if any, shall not be sworn or cross-examined. Witnesses shall be called individually, and each excused after making their

statement. Within five (5) days following the informal appearance, the Personnel Committee will notify the faculty member in writing whether the Committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The Committee may delegate such notification to the President of the College. The decision of the Board of Trustees not to reappoint a non-tenured faculty member for the succeeding academic year shall not be grievable. Similarly, the determination of the Personnel Committee following an informal appearance shall not be grievable.

- E. When a complaint is received by the Administration from a student or other party against a faculty member, the concerned member shall be advised of the substance of the complaint within a period of time consistent with the best interests of the faculty member and the complaining party and not later than thirty (30) days after the last day of the end of the semester in which the complaint was issued, if permitted by law.

## ARTICLE IV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

#### A. Conduct of Association Business

The Association shall be permitted to transact Association business on campus provided that it shall in no way interfere with the College operations or the scheduled duties and/or working hours of faculty members or other employees. The Association shall be entitled to the use of appropriate space on campus. The College shall designate the space available to the Association provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided further that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties and working hours of faculty members or other employees.

The Association may request, at least two weeks in advance, through the Office of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success a time and place on campus to hold Association general membership meetings twice each semester.

#### B. Bulletin Boards

The Association has the right to one electronic bulletin board and/or webpage maintained by the College. The Association shall have the right to request installation and use of one (1) bulletin board, approximately four (4) feet square (4' x 4') in a prominent location in each College-owned building. The exact location of such bulletin board will be designated by the Senior Vice President of Academic Affairs, Workforce Development,

and Student Success. Such bulletin boards shall be used solely for the posting of notices and other materials relating to Association activities. The Association shall reimburse the College for the cost and installation charges of each such bulletin board so requested. All materials posted shall relate to official business of the Association and shall be signed by an appropriate official of the Association. The Association shall advise the Senior Vice President of Academic Affairs, Workforce Development, and Student Success in writing of the name of the person who is responsible during the term of this Agreement for the content and utilization of such bulletin boards.

C. Campus Mail and Telephones

The Association may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for official Association business.

D. Association Equipment, Supplies and Services

The Association shall supply at its own cost all material, equipment, stationery, personnel, services, and other supplies required for the administrative, financial, or operational functions of the Association.

E. College Equipment

The Association with appropriate permission may on occasion make reasonable use of college equipment on campus provided such use is within the normal operational functions of the Association and provided further that such use does not impede any of the functions of the College. The Association shall share the cost of maintenance or repair incident to its use of such equipment. The use of such college equipment provided to the Association may be suspended by action of the Board of Trustees during the lifetime of this Agreement and such action by the Board of Trustees, if any, shall not be grievable.

F. Association Office

The College shall assign an office in one of the Academic buildings or the Library Learning Resource Center for the official and exclusive use of the Association. The Association office may, at the option of the Association President, also be the regularly assigned faculty office of the person who is the President of the Association. The office will be furnished with a standard desk and chair, side chair, file cabinet and wall-mounted bookshelves. The Association may install other equipment and office furniture at its own expense, provided same are not hazardous and do not cause damage to the College personnel or College facilities. The Association will adhere to the rules and regulations pertaining to the use of the office including access for maintenance, safety, and security.

G. Committee Structure

The Association will provide the President of the College a list of Association members who will serve as voting members of each standing committee of the President's College Council. There will be one Association member per committee. The Association will also have the right to have one non-voting member present at meetings of the Faculty Sabbatical Leave Committee and the Faculty Promotion Procedure Committee. The Association will also have the right to have a voting member present at meetings of the President's College Council. The Association will provide the President of the College with a list of the above representatives by October 1 of each year. The President of the College shall be free to determine the composition of the balance of the College Council and the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Association representatives to such standing committees shall serve at the pleasure of the President of the College, and the President's actions of appointment and replacement in this regard

shall not be subject to grievance procedures.

H. Minutes of Board of Trustees Meetings

Within a reasonable time after minutes of special public meetings of the Board of Trustees have been approved, one (1) copy of such minutes shall be forwarded electronically to the President of the Association.

I. Fall Orientation and College Hours

The length and scheduling of fall orientation for new faculty and College Hours shall be established solely by the College.

J. Negotiation and Grievances Without Prejudice

When representatives of the Association are mutually scheduled by the Association and the College to participate during working hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.

K. Association Responsibility for Contract Awareness

The Association shall be responsible for acquainting its members and those other faculty members it represents with the provisions of this Agreement. The College shall provide new employees with a copy of this Agreement at the time of Employment.

L. Uniform Application of Contract

Any employment contract between the College and a faculty member shall be consistent with the terms and conditions of this Agreement.

M. Faculty Information

Within thirty (30) days of appointment of newly-hired faculty members, the College agrees to furnish the Association with the following information relative to such newly hired faculty:

1. current salary
2. faculty rank
3. educational experience
4. professional experience

By October 1 of each year, the College will furnish the Association with a complete list of full time faculty members, including for each their name, department, academic rank, and current salary.

N. Association President

The Association President may, during the academic year, take up to four days leave with pay to devote to Association affairs, which leave shall be in addition to the personal leave privileges set forth in Article XII E. Upon advance written notice to the Vice President of Human Resources, the Association President may delegate a specific portion of their four-day Association Affairs leave (in increments of one day) to another official of the Association to devote to Association Affairs.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or their supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure.
2. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.
4. The time limits set forth in the procedure may be mutually extended in writing.
5. All parties shall process grievances during times when they do not interfere with assigned duties.



6. No claim for back wages shall exceed the amount of wages which the individual would have earned at their regular rate. All back pay claims shall be limited to the amount of wages the individual would otherwise have earned from their regular employment.
  
7. Any aggrieved faculty member may present a grievance themselves at all stages of the grievance procedure, and may be represented or counseled by a person selected and approved by the Association. At all stages of the grievance procedure, the College may also be represented or counseled by individuals selected by the College. When a grievant elects to present their own grievance, the Association shall be supplied with a copy of the grievance petition and accompanying documents, if any, by the Senior Vice President of Academic Affairs, Workforce Development, and Student Success within ten (10) work days of the receipt of same by the Senior Vice President provided the grievance is moved at Step I and provided that the Association is not, itself, a grievant.
  
8. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representative or counselor as permitted by this Article, and a witness during the course of their testimony. At Step II hearings on contractual grievances, proposed witnesses who are non-bargaining unit employees of the College shall be scheduled by the College during times which do not interfere with assigned duties, provided that the grievant can show to the satisfaction of the President or their designee reasonable grounds for believing that such witnesses have relevant testimony to offer.

9. "Days" referred to in this Article shall mean work days, Monday through Friday, including semester recesses, except that holidays established in the College calendar shall not be counted.
  
10. The period between July 1 and Labor Day shall not be counted as part of the time limits referred to below in Sections B and C.
  
11. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

## B. Contractual Grievance

### 1. Definition

A contractual grievance is an alleged misinterpretation, misapplication, or violation of the express terms of this Agreement, but shall not include:

- a) Those matters which under the law or terms of this Agreement are not grievable; or
- b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section C (1) of this Article.

### 2. Step I

Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to the Senior Vice President of Academic Affairs, Workforce Development, and Student

Success a Statement of Grievance or Appeal on the form attached to this Agreement and made part hereof. Informal discussions during this time of the subject of the grievance with the School Dean are recommended, as provided in Section A of this Article. Within three (3) days of their receipt of a contractual grievance, the Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall refer the grievance to the appropriate Vice President or Dean having supervision of the area which is the subject matter of the grievance or to another individual which they may designate at a Director level or higher within Academic Affairs or Human Resources and such referral of the grievance by the Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall not be grievable. Within twenty (20) days after receipt or referral of the Statement of Grievance or Appeal by the Vice President or Dean having supervision of the area which is the subject matter of the grievance, the appropriate Vice President or Dean or their designee shall render a written report of the disposition of the grievance to the grievant. Without extending the twenty-day period, the Vice President or Dean to whom the grievance is assigned may, during such time, require one informal conference between an individual grievant and their School Dean with the object of resolving the grievance informally.

3. Step II

In the event the grievant is not satisfied with the disposition of the contractual grievance at Step I, they may, within ten (10) days after receipt of the report and disposition at Step I, file with the President of the College a written Statement of Grievance or Appeal on the form attached. The Statement of Appeal shall be accompanied by a copy of the decision at Step I.

4. Grievance Hearing

The President or their designee shall conduct a closed hearing of the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render their report and decision on the contractual grievance appeal within thirty (30) days from their receipt of the Statement of Grievance or Appeal. Copies of the President's decision shall be given to the grievant who filed the appeal and to the Association.

5. Step III

If the aggrieved party is not satisfied with the disposition of the contractual grievance by the President, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance or Appeal, the aggrieved party, if it is not the Faculty Association, may request in writing that the Faculty Association submit the contractual grievance to arbitration. If the Faculty Association then finds that the contractual grievance is meritorious, it may submit the contractual grievance to arbitration within twenty (20) days from receipt by the Association of the President's disposition, if any, or within twenty (20) days from expiration of the President's time for disposition, whichever is sooner.

6. Step IV—Arbitration

- a) A list of arbitrators shall be requested from the Public Employment Relations Commission in accordance with its Rules and Procedures for the selection of an arbitrator.
- b) The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The

arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall they have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the New Jersey Commission on Higher Education. The arbitrator shall not issue any monetary award which shall predate the occurrence of the event which gave rise to the grievance, or the date on which the grievant should reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Association and for contractual grievances only, such decision shall be binding on the College, on the grievant(s) and on the Faculty Association.

- c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Faculty Association. Any other expenses incurred shall be paid by the party incurring the expenses.

### C. Non-Contractual and Statutory-Regulatory Grievances

#### 1. Definitions

- a) A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-Contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable.

b) A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the New Jersey Commission on Higher Education, or other state or federal administrative agency affecting the terms or conditions of employment, including specifically but not limited to any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.

2. Step I

Should a faculty member feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such faculty member shall discuss the grievance informally with their immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step II

If within fifteen (15) days following the initial Step I discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the faculty member, they may formally submit to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success a signed written Statement of Grievance or Appeal outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Senior Vice President of Academic Affairs, Workforce Development, and Student Success or their designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Senior Vice

President of Academic Affairs, Workforce Development, and Student Success or their designee shall render a written disposition of the non-contractual or statutory- regulatory grievance to the grievant within twenty (20) days from receipt of the grievance.

4. Step III

In the event the grievant is not satisfied with the disposition of the non-contractual or statutory-regulatory grievance at Step II, they may, within fifteen (15) days after receipt of the disposition at Step II, file a written appeal with the President of the College, requesting the President to review the decision rendered at Step II. Upon receipt of the appeal, the President or their designee shall make such further inquiry as they deems necessary, and the President shall deliver a copy of their decision on such appeal to the grievant and the Association within twenty (20) days from receipt of the grievance.

5. Step IV

If the aggrieved person is not satisfied with the disposition of their grievance by the President of the College or designee, the grievant may request that the Association submit their grievance to advisory arbitration, providing that no other proceeding, petition or appeal has been initiated by the grievant or the Association, arising out of the same factual circumstances or seeking similar relief. If the Association desires to submit the grievance to arbitration, it must, within twenty (20) days after receipt by the Association of the Step III decision of the President of the College or designee, submit such grievance to the Public Employment Relations Commission in accordance with the rules and regulations of such organization. The arbitrator's decision shall be advisory and shall not be

binding on either party. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion of the issue submitted. The costs of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Election of Remedies

1. The filing of a non-contractual or statutory-regulatory grievance with the Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B (1) of this Article.
2. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter has been conferred by law, the pending contractual, non- contractual, or statutory-regulatory grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Association to take a Judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

E. Group Grievance

If in the judgment of the Association a grievance affects a group or class of faculty



members, the Association may, within the applicable time period, file either a contractual, non-contractual or statutory-regulatory grievance under the appropriate procedure in this Article, subject to the limitations of paragraph D of this Article.

F. Withdrawal of Grievance

A grievance may be withdrawn at any time and at any Step in the procedure and, in the event of such withdrawal, the grievance shall not be continued.

## ARTICLE VI

### PROMOTIONS

**See Exhibit 2 for timelines and deadlines.**

A. Faculty Promotion Procedure Committee:

The President of the Association shall conduct an election of faculty members in each Division to serve as the Faculty Promotion Procedure Committee (FPPC). The committee shall consist of tenured faculty, two members from each division who will serve for two years alternatively with another member from the same division. In the first year, one member in each division shall be elected to serve for one year and one member shall be elected to serve for two years. Thereafter, one new member shall be elected in each division every year. The Association President shall forward the names of faculty serving on the FPPC to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. The FPPC shall be a special committee of the college but shall not be considered a standing committee of the President's College Council. The FPPC shall elect its own chair, establish its own rules and priorities, and shall request pertinent information from the Association and the applicants for promotion so that it can make recommendations to the School Deans, the Senior Vice President of Academic Affairs, Workforce Development, and Student Success, and the applicant.

B. Promotion Upon Receipt of Tenure:

All non-tenured faculty appointed as instructors will receive a promotion to the rank of assistant professor concurrent with the date tenure is obtained.

C. Procedure:

1. A faculty member who has been continuously employed at the College with five years in the previous academic rank is eligible to apply for promotion and must file notice of intent to apply for promotion to the next higher rank in the year prior to eligibility for promotion as noted in Exhibit 2. Faculty will receive confirmation of their eligibility to apply for promotion the year prior to their first year of eligibility from the Senior Vice President of Academic Affairs, Workforce Development, and Student Success.
2. Faculty applying for promotion shall submit all materials to their Department Chairperson, Faculty Promotion Procedure Committee, and School Dean. These materials will include the last completed administrative evaluation, most recent peer observation, most recent SOR's, and self-evaluation. Department Chairpersons will meet with faculty who have applied for promotion in rank. The faculty member and the School Dean shall receive a copy of the completed Recommendation for Promotion in Rank, from the Chairperson.
3. School Deans may meet with faculty who have applied for promotion in rank. The School Deans and FPPC shall forward in written letter form their recommendations regarding promotion in rank to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. The Deans shall also simultaneously forward copies of said recommendations in written letter form to the appropriate chairpersons and candidates.
4. (a) Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall review the recommendations submitted by the School

Deans and the Faculty Promotion Procedure Committee and forward their own recommendations regarding promotion in rank to the President. The Senior Vice President shall notify applicants in writing of their recommendation regarding promotion in rank.

(b) A faculty member who is not recommended for promotion may request to meet with the Vice President to discuss the reasons why they have not been recommended for promotion. Any faculty member may bring a representative designated by the Association with them to the meeting. After this meeting, the Vice President will send the faculty member a written statement of the reasons why their application for promotion was not recommended.

5. The President shall consider the aforesaid recommendations and forward their own recommendation to the Board in sufficient time for the Board to act upon the recommendation at its April meeting. The President shall at the same time advise the Senior Vice President of Academic Affairs, Workforce Development, and Student Success and the Committee of their recommendations.

D. Promotion Criteria:

Faculty applying for associate professor rank must demonstrate sustained and consistent accomplishment in each of the four evaluative categories for a period of five years preceding their application. Faculty applying for the rank of professor, in addition to meeting the criteria for promotion to associate professor, will also provide evidence of sustained leadership roles that benefit the College.

E. Grievability:

It is understood that responsibility for action on the President's recommendations for

promotion rests with the Board of Trustees of the College. Decisions of the Board regarding promotion shall be final and not grievable, except as to the procedures specified in this Article.

F. Standards for Initial Placement in Academic Rank

1. Instructor: Minimum Qualifications

- a) No person holding the Master's Degree will be hired at a lower rank than Instructor, provisions of Article XV (E) notwithstanding.
- b) Master's Degree with either one year of teaching experience on the collegiate level or related professional experience; or
- c) Bachelor's Degree with three years of related professional experience, including at least one year of college level teaching.

2. Assistant Professor: Minimum Qualifications

- a) Master's Degree with five years of related professional experience, including at least three years of college level teaching; or
- b) Doctorate with three years of related professional experience, including one year of college level teaching.

3. Associate Professor: Minimum Qualifications

- a) Doctorate with related professional experience, including six years of college level teaching.
- b) Master's Degree with related professional experience, including eight years of college level teaching.

4. Professor: Minimum Qualifications

- a) Doctorate with related professional experience including eight years of college level teaching.
- b) Master's Degree with related professional experience, including ten years of college level teaching.

G. Standards for Promotion in Academic Rank

Consideration of faculty performance include categories as in Article VII F (Evaluation).

ARTICLE VII  
EVALUATIONS

**See Exhibit 3 for timelines and deadlines.**

A. Purpose

The purpose of the faculty evaluation is to develop the teaching potential of all faculty members and to provide reasonable academic criteria for granting promotion, reappointment, and tenure.

B. Frequency

1. All non-tenured faculty members shall be evaluated pursuant to this Article at least once annually and will include consideration of all previous evaluations during the first four (4) years of their employment, except that in the fifth (5th) year of employment the regularly scheduled evaluation procedure provided for herein need not be completed prior to any informal notices as set forth in Article III.
  
2. Tenured faculty shall be evaluated in a manner consistent with New Jersey Administrative Code Section 9A:7-3.5, after the year in which tenure was conferred, as follows:
  - Assistant Professor – every 3 years
  - Associate Professor – every 4 years
  - Professor – every 5 years
  
3. Faculty who have submitted an application for promotion in rank will be

evaluated, pursuant to Section D of this Article, during the academic year that their application is being considered.

4. The College reserves the right in all cases to evaluate faculty members more frequently than set forth in subsections (1), (2) and (3) above. Before any such evaluation, a tenured faculty member who will be evaluated outside of the frequency set forth in Article VII-B (2) will receive, in writing, the reasons for such an evaluation. The faculty member has the right to have a full evaluation, including the four components listed in Article VII-D (1).
5. Faculty members who are evaluated pursuant to VII B. 2, 3 or 4 shall be subject to their next evaluation counting from the completion of the evaluation conducted under VII B 2, 3, or 4.

### C. Classroom Observations

1. Classroom visits conducted as part of the administrative evaluation portion of the regularly scheduled evaluation procedure will be produced into a written report and shall be supplied to faculty members.
2. Should the College decide to conduct a classroom observation, pursuant to Section B.4 of this Article, the College shall produce a written report of the visit and supply a copy to the faculty member within two (2) weeks of the date of the visit. The College administrator conducting the classroom observation or the faculty member may request to meet to discuss the observation. If a meeting is requested, it will be held within two weeks of the date of the classroom observation.



D. Elements of Regularly Scheduled Evaluation Procedure

1. The regularly scheduled evaluation procedure, evaluations conducted according to Sections B.1, B.2 and B.3 of this Article, and in a manner consistent with New Jersey Administrative Code Section 9A:7-3.5 shall be fourfold:
  - a) The administrative evaluation.
  - b) The peer observation.
  - c) The self-evaluation.
  - d) The student evaluation.

All aspects of the regularly scheduled evaluation procedure shall be considered.

2. In all cases of evaluation other than the regularly scheduled evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure, subject to the provisions of Article VII, Paragraphs F.3 and G.3. If the administration elects to complete a partial evaluation, then the faculty member may elect to have a full evaluation, as provided for in B-4 of this Article.

E. Administrative Evaluation

1. The department chairperson's evaluation and conference, and the School Dean's evaluation and conference, if one is held, shall be part of the administrative evaluation.
2. Each non-tenured and tenured faculty member who is evaluated shall have an evaluation conference with their chairperson. See Exhibit E3 for timelines. The

administrative evaluation along with the peer observation, self-evaluation, and SORs shall be completed and presented for inspection to the faculty member at the evaluation conference.

F. Criteria

1. The administrative evaluation shall address areas of faculty responsibility including but not necessarily limited to and in a manner consistent with New Jersey Administrative Code Section 9A:7-3.5:
  - a) Teaching effectiveness;
  - b) course content; teaching materials;
  - c) contributions to department and the institution;
  - d) use of grants, release time, and other projects, if appropriate;
  - e) scholarly achievement; and
  - f) professional growth.
  
2. The administrative evaluation and the self-evaluation shall address each of the areas as stated in Section F.1 and other relevant professional issues which make for a complete and thorough evaluation.
  
3. The faculty member shall sign and receive a copy of the chairperson's evaluation signifying that it has been read and reviewed in consultation with the department chairperson. With regard to the conclusion contained therein, such evaluation reports shall disclose the basis, such as, but not limited to, the time and duration of classroom visitations, scheduled conferences, development of syllabi, and use of appropriate available instructional materials upon which the evaluation rests.

The chairperson's evaluation may make specific suggestions for improvement of the faculty member's teaching effectiveness or career development where appropriate.

4. At the option of the School Dean in the academic year in which the faculty member is evaluated, a faculty member may be requested to have a conference with their School Dean. See timelines and due dates in Exhibit 3. At this conference, the School Dean will address areas of interest that the College has in the faculty member's career development. The faculty member shall sign and receive a copy of the School Dean's evaluation material, signifying that it has been read and reviewed in consultation with the School Dean. Nothing contained in this paragraph shall preclude the School Dean from meeting with a faculty member at other times to discuss matters relating to the faculty member's performance, classroom observation, or employment.
5. Pursuant to Section B.4 of the Article, if the College conducts an evaluation of a faculty member in addition to the regularly scheduled evaluation, the faculty member will be given a written copy of any and all such reports within two weeks.
6. All evaluation reports will be maintained in the faculty member's official personnel file, except for Student Opinion Reports which will be kept separately.

#### G. Student Evaluation

1. The student evaluation of faculty shall be conducted through the Student Opinion

Report attached to this agreement and made a part hereof. SORs will be administered during the 12th, 13th, and 14th week of the semester of the 15-week term. For term lengths other than 15-weeks, SOR's shall be administered prior to the last week of the term. SORs for self-pace courses will be administered after the student has completed all the required course assignments. SOR's for on-line courses will be required of all students and administered by Administration electronically.

For hybrid courses, SOR's may be administered electronically or in the classroom, utilizing the on-line SOR form. SOR packets for face-to-face courses will be produced by the Office of Academic Affairs, Workforce Development, and Student Success. Each packet will include sufficient forms, labels, and instructions for the students in a given class. There will be packets for all sections, day, night, on- and off-campus. Faculty will distribute SORs in their classes during the week of the semester when SORs are administered. To the extent possible, all sections should be evaluated (including evening, off-campus, etc.). The faculty member will read the note to the students in each class and provide sufficient time for the students to fill out the forms without disturbance. The completed SORs will be collected in each class by the faculty member teaching the class. The faculty member will indicate the number of completed forms on the label on the front of the envelope, sign the label, place all forms (completed and blanks) into the envelope, and seal the envelope. The faculty member will return all completed and sealed packets to the Department Chairperson's office on the same day the forms were filled out. Evening sections will be turned in on the faculty person's next scheduled teaching day. SORs will be turned in no later than the final date assigned for handing in final grades. The

Office of Academic Affairs, Workforce Development, and Student Success will keep the original copy for processing and provide the instructor directions to access the forms on the F drive.

2. For distance education courses, SOR's will be administered electronically according to the schedule in G 1. The Senior Vice President of Academic Affairs, Workforce Development, and Student Success will notify the faculty members when their course(s) are scheduled for SOR's. Students will be notified by the vendor of the SOR process, along with instructions for completing the SOR. A copy of the distance learning SOR is in Attachment C-2. The faculty member will receive instructions for accessing the evaluation reports and raw data after the evaluation period has ended.
  
3. Each faculty member evaluated by SORs will also be provided with a copy of the summary computer printout of the responses received from their students within a reasonable time after the same is produced. The College will compile a computer printout for each department and shall deliver a copy of such departmental printout to the Faculty Association. The original SOR forms shall not be part of the faculty member's personnel file but shall be separately maintained by the College for a period of three years, after which the College may destroy same. Summary computer printouts shall be separately maintained by the College so long as the faculty member is employed by the College. Access to SORs shall be limited to the Board of Trustees and College Administrators, or other persons directly involved in a proceeding initiated by a party to this agreement or by a faculty member. There shall be no limitation of access to, or use of, statistical

analysis of SORs which does not identify faculty members or students. The College reserves the right to determine and develop appropriate procedures to assure the authenticity of student evaluations of faculty which are not inconsistent with the provisions of this paragraph, and which do not direct the manner in which the faculty member teaches such class.

4. It is understood that SORs elicit anonymous student experience with teachers, courses, and the college in general. A student's experience does not constitute a professional evaluation of a teacher's knowledge of the subject or mode of instruction. SORs shall not be administered separately from the other evaluation processes to formulate a performance appraisal. SORs are one component of a pluralistic evaluation process and shall be utilized in combination with all the other evaluation components.

#### H. Peer Observation

The peer observation shall be conducted by a colleague, tenured or non-tenured, exclusive of the department chairpersons, selected by the faculty member seeking evaluation. The observer shall prepare a written report based upon the observation. Copies of the observer's report shall be forwarded to the department chairperson, the Promotion Procedure Committee, and the evaluated faculty member as noted in Exhibit 3.

#### I. Self-evaluation

The self-evaluation will be presented in writing to the department chairperson and shall be based upon the criteria set forth in Section F.1. To be considered, the self-evaluation report must be submitted to the department chairperson as noted in Exhibit 3.

J. Faculty Response

A faculty member may append their pertinent written comments to any written evaluation reports generated from regularly scheduled evaluations or other administrative evaluations made pursuant to sub-paragraph B (4) of this Article. A faculty member who exercises the right of response to their regularly scheduled evaluation shall not be criticized, reproached, or reprimanded for having exercised that right, nor shall having exercised it be considered detrimental in any evaluation of the faculty member. If that response contains statements which, in the opinion of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success or their designee, exceed fair comment or derogate the chairperson or School Dean, the Senior Vice President of Academic Affairs, Workforce Development, and Student Success or their designee may schedule a conference to include the faculty member, the chairperson, School Dean and representative of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success to evaluate such statements. If as a result of such conference, the Vice President determines such statements to be unjustified, or if the faculty member declines to attend such a conference, such statements then may become subject to reply, criticism, reproach, or reprimand. Record of the matter shall be included within the faculty member's official personnel file.

K. Non-Grievable

The substance, opinions, and conclusions of any evaluation report shall not be grievable, but evaluation reports may be introduced as evidence supporting allegations of violations of Articles XIX, XXI, or III (D) of this agreement. However, criticism set forth in evaluation reports shall not constitute a reprimand in writing under Article III (D).





ARTICLE VIII  
PERSONNEL FILE

- A. The College shall maintain one (1) official personnel file for each faculty member and shall make reasonable effort to keep the file accurate. Papers maintained by chairpersons or others shall not constitute the official file. Any evaluation documents placed in the personnel file shall not be modified but may be supplemented providing same is also placed in the personnel file and the faculty member is so advised. Material relating to initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file and shall not be used in actions subsequent to commencement of full-time employment.
- B. Upon advance request a faculty member may personally examine their file during College business hours. At the option of such faculty member, one (1) representative of the Association may also be present. A representative of the College must be present during such examination and because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.
- C. A faculty member may obtain one (1) copy of any material in their personnel file. Further requests for copies will be filled at the cost of fifty cents per page. Requests for a copy of a Student Opinion Report will be honored without charge if the requesting party did not receive a clear copy at the time the Report was originally distributed, otherwise there will be a fifty cent charge per page.
- D. A faculty member shall have the right to insert into such personnel file their written

response to any material considered derogatory. The faculty member may make request to the Office of Senior Vice President of Academic Affairs, Workforce Development, and Student Success to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the discretion of the appropriate administrator designated by the College to review such requests. The faculty member shall be advised of the decision.

- E. Whenever anonymous or signed complaints are deemed worthy by the College administration of placement in a faculty member's personnel file, written notice of the placement of such material in the personnel file shall be given to such faculty member.
  
- F. A faculty member shall be advised one (1) day in advance whenever information from their personnel file is given to a party not affiliated with the College, except if such information is required pursuant to a court order or a subpoena, notice will be given to the faculty member immediately upon compliance with such order or subpoena.
  
- G. The College shall protect the security of personal faculty data from access by persons who have no legitimate need for or right to know this information.

## ARTICLE IX

### ACADEMIC RIGHTS AND RESPONSIBILITIES

#### A. Normal Teaching Load

A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year, which may include assignments in Workforce Development. Not more than 18 1/2 total teaching credits may be required in any given semester. The College may require a full-time faculty member to teach as many as 33 1/2 credit hours in one academic year.

Overload is defined as teaching load credit hours in excess of fifteen (15) per academic semester.

Overload will be paid ratably in the semester it is taught unless the faculty member who is teaching 18 credit hours in the fall term, elects to apply three (3) credits toward their spring load. The election to carry forward credit hours must be made in writing to the department chairperson and the Senior Vice President of Academic Affairs, Workforce Development, and Student Success within the first 10 days of the semester. Such individuals shall be given the right in the spring semester to teach an additional three (3) credit hours in their discipline to earn overload before an adjunct faculty is given the opportunity to teach the available course. Overload payments for teaching credits in excess of fifteen (15) for the semester will be made ratably, commencing with the fourth pay period of the semester. Overload payment will be prorated in the event the faculty member fails to complete the assignment.

B. Work Year

1. A faculty member shall continue to be employed for a contract year, which in the first year of this contract shall be August 30, 2022 – June 21, 2023. The contract year for year two of this contract shall be August 30, 2023 – June 20, 2024. The contract year for year three shall be August 28, 2024 – June 19, 2025. The contract year for year four shall be August 27, 2025 – June 18, 2026.

Faculty members are expected to attend graduation ceremonies.

2. The College calendar will schedule full time faculty for no more than two (2) calendar days in August in connection with the start of the academic year, whether for Professional Days, the start of classes, or a combination there of. It is understood and agreed the two days referred to herein will be contiguous with start of fall classes.
3. The number of hours defined in each of the work years of the agreement shall be 1,484. The hourly rate of pay shall be defined as:

Yearly Base Salary

1,484

C. Teaching Load Credit Hours

1. Except for teaching load credit for teaching load situations specified in Section C.4, which shall be governed by past practice, a teaching load credit hour represents the instructional contact time with the student. Instructional contact time for each course is defined in the College catalog as either "lecture" or

"laboratory" contact time. For purposes of subsections C. of this Article, one hour shall equal fifty (50) minutes. Faculty shall earn one teaching load credit hour for each lecture contact hour.

Teaching load credit hours for the situations other than lectures shall be earned as computed in Section C.2 through Section C.7.

2. Laboratory Teaching Load

Laboratory-type teaching situations shall be equated on the basis of six (6) laboratory hours being equal to five (5) lecture hours, except that laboratories in Biology, Medical Laboratory Technology, Physics, Electronic Engineering Technology, Mechanical Engineering Technology, Agriculture Technology, Engineering, Chemistry, Science (only classes with "SCI" designation and Surveying only) shall continue to be equated on the basis of one (1) laboratory hour being equal to one (1) lecture hour.

3. Compensation Summary

At the start of each semester, faculty shall receive a written Compensation Summary of their compensation for the semester including teaching load, release time, overload, credits for preparing new courses, stipends, carry-over credits, and any other monies due the faculty member for the semester. (See subsection 9a following, Regular Faculty Office Hours).

4. Courses/Teaching Load Situations:

Biology and Chemistry double and triple lecture sections:

The computation of teaching load credits for multiple recitations, precepts or

laboratory sections held in connection with a common lecture. Double section lectures are defined as:

- Two separate sections of the same course with the same instructor in same room.
- Paid at 1.5 per credit. 1.5:1 load calculation
- Three separate sections of the same course with the same instructor in the same room.
- Paid at 2.25 per credit. 2.25:1 load calculation

Nursing:

All sections in each nursing clinical course are combined for the purposes of lecture and are team taught in the same classroom. Load is formulaic, based on number of students divided by 25 and multiplied by the number of lecture credits. A 3:4 adjustment is made, which is then divided by the number of faculty to determine load for each faculty.

5. Single Section Lectures with Class Size Greater Than 40 Students

This section applies also to “double sections”, that is, multiple sections of a course meeting at the same time, same room, same instructor, and also multiple courses meeting at the same time.

- a. Single section lecture courses with a class size greater than 40 students enrolled on the tenth day of classes shall earn teaching load credits equal to one and one-half (1½) the normal teaching load credit hours otherwise applicable for the single section course. For example, if a single section course normally provides three teaching load credit hours to the faculty member, the same course with more than forty (40) students shall earn four

and one-half (4½) teaching load credit hours.

- b. Single Lectures with Class Size Greater than 60 Students Single lectures with class size greater than 60 students enrolled on the tenth day of classes shall earn teaching load credits equal to double the normal teaching load otherwise applicable for the course. For example, if a single course normally provides three (3) teaching load credit hours to the faculty member, the same course with more than sixty (60) students in the lecture shall earn six (6) teaching load credits. Similarly, if a single course normally provides four (4) teaching load credit hours to the faculty member, the same course with more than sixty (60) students in the lecture shall earn eight (8) teaching load credit hours.

#### 6. Faculty Supervised Courses

Faculty supervised courses include independent study, field experience, and cooperative education courses. In addition to teaching load credits for regularly scheduled lecture contact hours (sometimes referred to as the "related" class), faculty who are assigned faculty supervised courses shall earn four-tenths of one teaching credit per student enrolled on the tenth day of classes.

#### 7. Tutoring Centers

- a. It is understood that assignment to the various learning centers can either be part of the normal teaching load or overload.
- b. The intent of the parties is that full-time faculty may be assigned to work in the Tutoring centers and that required assignment shall be made only

when sufficient volunteers or adjuncts are not available. The college shall make such required assignments in a manner which equitably rotates learning center assignments among all those qualified to teach in the centers.

- c. Three teaching load credit hours shall be determined in the following manner: assignment to 150 minutes per week in Tutoring centers shall be equal to three teaching load credit hours. A faculty member assigned to one of the learning centers shall be required to hold not less than 120 minutes of office hours per week notwithstanding Article IX, Paragraph C.
- d. The College shall determine the operational hours of the Tutoring centers; however, faculty shall have the right to request hours of assignment before adjunct faculty. Hours of assignment shall not be less than 50 minutes in duration nor exceed 200 minutes per week. The College shall make every effort to honor faculty scheduling requests.
- e. While that portion of a faculty member's teaching load that is assigned to the learning centers shall not be subject to contractual evaluation a faculty member's performance in the center will be a part of their overall administrative evaluation.

8. Center for Workforce Development Teaching Assignments

Faculty who are assigned to teach Workforce Development courses shall earn one teaching load credit hour for each fifteen (15) hours of instruction.



## 9. Faculty Office Hours

### a. Regular Faculty Office Hours

The purpose of faculty office hours is to support student learning and to provide academic advising to students. No later than the fifth day of classes each semester, or two days after receipt of the Compensation Summary report, whichever is later, each faculty member shall deliver to their chairperson for coordination and review, the faculty member's official schedule of a minimum of 180 minutes per week (Monday through Friday) of their office hours. These regular office hours shall be scheduled on not fewer than two days of each week. Of the officially scheduled minimum of 180 minutes per week, not more than 120 minutes on any one day shall be officially scheduled for office hours. No officially scheduled regular office hour shall be less than 30 minutes. Due to the special characteristics of those sciences and technologies having laboratory and/or clinical components, faculty members in those disciplines may deviate from the above requirements upon the special approval of their Division Dean. Faculty members conducting off campus classes may hold a proportionate amount of their regular office hours at the off campus teaching site. Special approval of the Division Dean is required before the off campus portion of regularly scheduled office hours exceeds 50% of the total requirement.

### b. Registration Advisement

Each faculty member shall be obligated to provide six additional scheduled hours as coordinated by the department chairperson in support

of student advisement events as organized by their academic department. In the event that coverage is needed for an advising event, the chairperson shall be permitted to assign a faculty member to attend the advisement event with at least 30 days advance notice.

#### D. Distance Education and the Virtual Campus

##### 1. Definition

"Distance Education" courses are Online, Hybrid, and Remote courses as defined below. The designation and classification of a course as Online, Hybrid, or Remote shall be deemed a management prerogative at the sole discretion of the College.

"Online" courses shall be defined as courses where all the content, including instruction, course assignments and faculty-student contact is delivered online using the Internet as the medium for communication.

"Hybrid" courses shall be defined as courses that blend online and face-to-face activity with substantial proportions of the content delivered online using the Internet.

"Remote" course shall be defined as courses delivered synchronously using video conferencing software.

"Partially Remote" courses shall be defined as courses in which a portion of the course is delivered remotely, as defined above, and a portion of which is delivered in-person on campus.

"Virtual Campus Courses and Programs" are defined as fully online, hybrid courses, remote or partially remote courses and programs developed, designed, and deployed under the auspices of the Virtual Campus (or any successor office created by the College for the purpose of development, design, oversight, and

governance of Distance Education courses or programs).

2. Training

The College agrees to offer training classes for faculty to teach Distance Education courses. There will be no cost to the faculty member for these training classes.

These training classes will be based upon current software applications and technology trends.

3. Resources

The College agrees that any faculty member approved under the guidelines of paragraph 4 below, who is assigned Distance Education courses shall have at their disposal on the campus of the County College of Morris the access to technology to design and offer the assigned Online course. This technology shall include access to a personal computer, the Internet, electronic mail, and software to enable the faculty member to produce web content, monitor class assignments and communicate with students.

4. Approval and Assignment to Distance Education and Virtual Campus Courses

A faculty member interested in teaching Distance Education courses must be approved by the College to teach these courses. Faculty shall be approved by the appropriate School Dean with the advice of the Dean of Virtual Campus to teach a Distance Education course if they have successfully participated in the training classes offered by the Center for Teaching and Learning (as described in IX D.2) and demonstrated their ability to effectively use web-based conferencing software, video-conferencing, electronic mail, and the Internet to the satisfaction of the appropriate School Dean, or their designee. Any approved faculty member who is

assigned a Distance Education course will be provided with notice of this assignment and the Third-Party Online material for the assigned course at least twelve weeks before the first scheduled class session. This notification period shall exclude days not within the “work year” as defined by Article IX B.

All Distance Education development offerings must be through and approved by Virtual Campus. All existing Distance Education classes must be reviewed by Virtual Campus for consistency and compliance by Fall 2023, and all Distance Education courses will fall under Virtual Campus purview.

5. Teaching Load Credit Hours

*Teaching Load*—Distance Education courses are considered the same as other courses offered by the College with respect to teaching load credit hours. The College shall designate each course with either "lecture" or "laboratory" contact hours reflecting existing lab and lecture designation for the corresponding course offered in traditional instructional settings. In situations where there is no course offered in a traditional setting, the College shall designate lecture and/or laboratory contact hours in the same manner as it does other new courses. Faculty teaching these courses will be granted teaching load credit hours in accordance with Article IX, Section C.1, of the Faculty Association contract. Enrollment of greater than 40 students in a single section of a Distance Education course shall entitle the faculty member to teaching load credit hours in accordance with Article IX, Section C.5, of the Faculty Association contract. The College shall have the right to offer these courses as Faculty Supervised courses in accordance with Article IX, Section C.5, and the assigned faculty member shall be granted teaching load credit hours in accordance with Article IX, Section C.5, of the Faculty Association contract.

6. Compensation

- a. Excepting remote delivery courses, faculty who develop courses for the Virtual Campus shall be compensated \$1,500 when the course is approved by the Dean of the Virtual Campus. Qualified faculty have the right of first refusal to develop and offer a Virtual Campus Course. Faculty who agree to develop courses for, and are approved by Chair, School Dean and Virtual Campus Dean, must comply with the terms and conditions promulgated by the College. In addition, excepting remote delivery courses, faculty who develop a course for Virtual Campus receive (1) additional teaching load credit hour when they teach the same Distance Education course for the first time.
- b. The College shall refrain from assigning faculty to teach Distance Education courses where Third Party Online course materials or materials previously developed by a fellow faculty member are not available. The College shall have the right to assign faculty to teach Distance Learning courses where Third Party course materials or materials previously developed by a fellow faculty member are available. A faculty member may seek approval from the appropriate School Dean to teach an Original Online course that the faculty member has developed on their own without assistance, release time or compensation from the College. Such a course must be reviewed and approved by the Virtual Campus Dean. If the School Dean grants approval, the faculty member shall not be entitled to release time or other compensation for the development of the Original Online course.

7. Prorating Sick Time for Online Course Taught While on Sick Leave

A faculty member who is on extended sick leave for more than five consecutive workdays shall be eligible for reduction in the sick days charged if the faculty member continues to teach one or more Online Courses in the semester that the sick leave began. In order to receive reduction in the sick days charged, the faculty member must (a) be on extended sick leave for more than five consecutive workdays, (b) provide a doctor's certification that the faculty member is able to fulfill the obligations of teaching and grading the Online Course(s) while being otherwise unable to attend campus due to health reasons, (c) continue to teach the Online Course for the balance of the semester without modification of the course syllabus or scheduled Online instruction, and (d) not have received reduction under this subparagraph in sick days charged during the preceding semester. If these conditions are satisfied, the five days of sick leave normally charged for each week of sick leave shall be reduced by one day per week for each Online Course the faculty member continues to teach during the extended sick leave. Eligibility for reduction in sick days charged shall not extend beyond the semester in which the sick leave commenced.

8. Office Hours

Faculty members who teach a Distance Education course may schedule up to one office hour (60 minutes) each semester from an alternative location provided the faculty member is accessible using electronic mail and video conferencing software/telephone as the medium for communicating with students from this alternative location. Faculty members who teach three (3) or more Distance Education courses may schedule up to two (2) office hours (120 minutes) each semester from an alternative location provided the faculty member is accessible

using electronic mail and video conferencing software/telephone as the medium for communicating with students from this alternative location. The location of these office hours can be at an Internet site outside the County College of Morris campus. Permission to schedule one office hour at an alternative location using electronic mail and video conferencing software/telephone as the medium for communicating with students may also be granted to faculty who are teaching a non-Internet course if in the sole judgement of the chairperson and School Dean, use of electronic mail and video conferencing software/telephone as the medium for communicating with students from this alternative location is deemed an effective educational means of conducting the office hour. Denial by the chairperson and/or Division Dean of such request shall not be grievable. Faculty members who will conduct office hours via electronic mail and video conferencing software/telephone must provide the School Dean and the department chairperson with the e-mail address and video conferencing link/phone number that will be provided to students as the "office address." The e-mail address and video conferencing link/phone number must be provided by the faculty member to all students, either electronically or in writing, no later than the first scheduled class session. The College shall make every effort to schedule faculty who are teaching multiple Distance Education courses for no more than three (3) days of traditional on-campus classes during the work week. Faculty will maintain an online office hour on the fourth day to be available to communicate with students and make themselves available for all other contractual obligations.

## 9. Evaluations

*Administrative Evaluations*—The College shall conduct evaluations of distance

education courses in accordance with Article VII of the Faculty Association contract. It is understood that "classroom observations" may be conducted by the appropriate administrator(s) by logging into Internet or Online courses. The College administrator conducting the classroom observation shall provide the faculty member with the advanced notice of the observation in accordance with Article VII, C.2, of the Faculty Association contract. The administrator shall have access to course material or communications transmitted via the Internet and any other material distributed to students. The College will publish an appropriate advisory notifying students that their Internet communications are subject to monitoring by the administration. Should the College conduct a "classroom observation" of an Online course, a written report will be produced in accordance with Article VII, Section C, of the Faculty Association contract.

10. Academic Freedom

Faculty developing or teaching Distance Education or Virtual Campus courses and programs reserve the rights of Academic Freedom under Article XIX of this agreement. As with all instruction, all Distance Education and Virtual Campus courses and programs must comply with all applicable laws (to include the Americans with Disabilities Act), regulations, and articulation or other agreements concerning distance education to which the College is a party, and any approved standards developed within academic departments or divisions.



## ARTICLE X

### FACULTY PRIVILEGES

#### A. Faculty Members Shall be Afforded the Following Privileges:

##### 1. Parking

The College will designate appropriate parking facilities for the use of faculty.

Each faculty member will be assigned to a faculty parking area on other than an individual basis. Such parking assignments shall be made at the discretion of the College administrators, although an effort will be made to take into consideration the proximity to offices and/or classroom assignments.

##### 2. LRC

Faculty members shall have the right to utilize the College Library/Learning Resource Center at all times when the College is in session. Upon the request of faculty members, circulating materials previously charged out to them will be renewed as often as necessary for the length of any given semester. Individual faculty members are responsible for returning such materials to the College Library upon the completion of the semester.

##### 2. Mileage Reimbursement

Whenever an employee has received approval from the School Dean to use their own automobile in order to attend an approved College-related function, they shall be compensated at the current College per mile rate for the most direct route of such travel. Tolls during such travel shall be reimbursed when supported by receipts.

#### 4. Office Space

Each faculty will be provided with office space and equipment including computer, a desk, desk chair, one other chair for students (or others as needed), shelving for books, locking file cabinet and phone whenever possible.

### B. Tuition Reimbursement for Graduate Courses and Professional Courses:

#### 1. Graduate Courses

The College agrees to reimburse eligible full-time faculty for the tuition cost of graduate academic courses taken at an accredited institution of higher education. Such reimbursement will be limited to nine (9) academic credits per year at the maximum in-state per credit tuition rate of Rutgers, the State University. The total reimbursement shall not exceed \$30,000 each contract year. All applications for graduate tuition reimbursement must be submitted by the faculty member to the appropriate School Dean for approval based on the following timetable: October 1 for Fall courses, February 1 for Spring courses, June 1 for Summer courses.

#### 2. Professional Courses

Subject to the fund limitation and the prioritized reimbursement schedule described in Section B.3(b) of this Article, the College agrees to reimburse faculty for professional courses considered relevant to the faculty member's responsibilities at the College. Professional courses shall include non-credit, short-term, intensive courses that are designed to enhance instructional skill, technical skills, or content understanding. Generally, they involve specialized learning experiences, require formal registration, impart a body of knowledge,

award a letter or certificate of completion and either have an evaluation component or are approved for continuing education units. Professional courses must be approved in advance by the appropriate School Dean and must be considered relevant to the faculty member's responsibilities at the College. Scheduling of professional courses should not interfere with the performance of the faculty member's employment responsibility.

3. Reimbursement Procedures:

- a. All graduate course(s) reimbursement claims shall be considered prior to any reimbursement for professional courses. In order to be eligible for payment of tuition reimbursement for graduate courses previously approved by the School Dean, no later than June 30, the faculty member must submit an itemized claim to the Vice President of Human Resources together with an official transcript or notification indicating satisfactory completion of the graduate course(s) by the course instructor verifying that the course has been satisfactorily completed. Failure to present the claim and official transcript before June 30 shall exclude the employee from eligibility for tuition reimbursement even though prior approval was obtained from the School Dean. If the total eligible claims for graduate courses received by June 30 exceeds the applicable fund specified in subparagraph 1 of this provision, the actual amount of reimbursement per eligible graduate course credit hour shall be determined by dividing the number of eligible credits (subject to the nine (9) credit limitation) into the total fund set aside for tuition reimbursement. The resulting per credit amount shall be no more than the maximum in-state per credit tuition rate of Rutgers, the State University. Reimbursement payments for courses

taken during the fall or summer semesters shall be made to eligible employees on March 15 or six weeks after documentation has been presented to the Vice President of Human Resources that the graduate course has been satisfactorily completed, whichever date is later.

Reimbursement payments for courses taken during the spring semester shall be made to eligible employees on August 15 or six weeks after documentation has been presented to the Vice President of Human Resources that the graduate course has been satisfactorily completed, whichever date is later.

- b. Total reimbursement for professional courses shall be limited to any unused funds from the tuition reimbursement for graduate courses as stated in Article X, Section B.1. If there are no unused funds, there will be no reimbursement for professional courses. In order to be eligible for reimbursement for professional courses previously approved by the School Dean, the faculty member shall submit an itemized claim, no later than June 30, to the Vice President of Human Resources together with notification indicating satisfactory attendance and completion of the professional course by the instructor. Failure to present the professional courses claim and instructor notification before June 30 shall exclude the employee from eligibility for reimbursement even though prior approval was obtained from the School Dean. The employee shall be eligible to reimbursement for a maximum of three (3) equivalent professional course credit hours per contract year at the maximum in-state per credit tuition rate of Rutgers, the State University. In no situation will reimbursement for professional courses exceed the actual cost of the course. If the total

eligible claims for professional courses received by June 30 exceeds the Professional Course Reimbursement Fund available, the actual amount of reimbursement per eligible professional course credit hour shall be determined by dividing the number of eligible credits (subject to the three-credit limitation) into the total fund set aside for reimbursement of professional courses. The resulting per credit amount shall be the lesser of: (i) the maximum in-state per credit tuition rate of Rutgers, the State University; or (ii) the actual cost of the course. Reimbursement payments shall be made to eligible employees on or before August 15, and only after notification to the Vice President Human Resources that the professional course has been satisfactorily completed. It is understood that completion of professional courses shall not be considered the equivalent of completion of a graduate course. Furthermore, it is understood that professional courses shall not be considered graduate credits earned for purposes of determining the eligibility for the salary adjustment for Professional Development, Section H of Article XV.

- c. Recipients of tuition reimbursement for graduate courses taken towards an advanced degree shall, upon application for tuition reimbursement, signify their obligation to remain in the service of the College for a period of not less than one full year following attainment of an advanced degree funded through the Tuition Reimbursement Program. Faculty who fail to complete one year of service following the end of the last semester for which tuition reimbursement was provided (commitment commencement date) shall be obligated to repay 100% of tuition reimbursement received during the two years preceding the commitment commencement date. The

College will withhold payment for any eligible sick leave for resigning faculty who has failed to fulfill their repayment obligation.

- C. Upon approval by the Human Resources Department, faculty members and/or their spouses may enroll at the College for credit courses on a tuition free basis for no more than a combined total of 15 credits per fiscal year. Dependent children, age 26 or younger, of faculty members who meet the College's academic standards are eligible to receive, through the Human Resources Department, a tuition waiver which allows the dependent child to enroll on a tuition free basis for College courses, including dual enrollment, for a maximum of 30 credits per fiscal year.

Dependent children, age 26 or younger, of faculty members or tenured faculty members who died while employed by the College who meet the College's academic standard are eligible to receive, through the Human Resources Department, a tuition waiver which allows the dependent child to enroll on a tuition free basis for College courses, including dual enrollment, for a maximum of 30 credits per fiscal year for a limit of 3 years.

The above indicated waiver of tuition does not apply to any and all applicable fees.

Tuition will be waived for an employee, spouse, or dependent children who enroll for not more than a total of four Workforce Development Programs courses during each fiscal year provided that: a) there are sufficient paid enrollments to justify offering the course; or b) that the course is not provided by an outside source for which tuition cannot be waived. Other fees and charges incidental to the course shall be paid by the registrant.

- D. Open full-time faculty and administrative positions will be publicized on the CCM on-line application system at least five (5) days prior to the position being filled.

- E. Faculty shall be able to purchase merchandise and supplies at a 15% discount on all non-

sale items, provided a 15% mark-up exists. Faculty shall be able to purchase single copies of books sold at the College bookstore at a 20% discount, provided a 20% mark-up exists.

F. Sick Leave Payout

1. Faculty who voluntarily terminate employment with the College and have completed 20 or more years of service at the County College of Morris on or before the date of termination shall be entitled to receive payment of one hundred percent (100%) of their accumulated unused sick leave time, not to exceed thirty percent (30%) of their annual base salary at the time of notification or \$25,000, whichever amount is less. Faculty hired on or after May 22, 2010 shall be entitled to receive 100% of their accumulated sick leave time, not to exceed thirty percent (30%) of their annual base salary at the time of the notification or \$15,000, whichever amount is less.
2. If a faculty member who has completed 20 years of service at the College dies while in College service, the estate or the designated beneficiary of the faculty member shall be eligible to receive the sick leave payout specified in Section F.4 of this Article.
3. A faculty member who has fifteen (15) years of continuous full-time service at the College and who voluntarily terminates employment shall be entitled to receive a payment for fifty percent (50%) of their unused sick leave, not to exceed \$2,500. If the faculty member dies while in College service, the estate of the faculty member shall be eligible to receive the sick leave payment specified in this paragraph.

4. Tenured faculty members whose employment is terminated by the College because of a reduction in force shall be entitled to receive payment of one hundred percent (100%) of their accumulated unused sick leave, not to exceed thirty percent (30%) of their annual base salary at the time of notification or \$25,000, whichever amount is less. Faculty hired on or after May 22, 2010 shall receive payment not to exceed \$15,000.

5. For purposes of computing any of the sick leave payout formulas indicated in Section F of this Article, the College will utilize the hourly rate, defined in Article IX, Section B (2), computed from the faculty member's contracted annual salary immediately preceding the faculty member's termination from the College.

6. Faculty members must notify the College of their intention voluntarily to terminate employment at least three months in advance of the effective date of termination. For the purposes of this Article, voluntary termination may take effect on the last day of either the fall or spring academic semesters. Payment of unused sick leave shall be made on or before July 1 following the date of termination. Failure to provide proper notice will result in a delay of payment for any unused sick leave equal to the time that the notice was late.

7. All sick leave payout shall be governed by appropriate statute.

G. Retired faculty who served the College for 25 years or longer shall be permitted to use the library facilities, the recreation facilities, and use the faculty parking lot. Upon request, these faculty will be provided a parking sticker.



## ARTICLE XI

### SPECIAL PURPOSE LEAVE

Special purpose leaves of absence without compensation or fringe benefits may be granted by the President of the College upon application of a faculty member after favorable recommendation of such leave by the department chairperson, School Dean and the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. It is intended that not more than five (5) faculty members will be granted special purpose leaves during one (1) academic year. Application for special purpose leave of absence must be submitted to the President of the College at least three (3) months prior to the requested commencement date of the leave. The application for special purpose leave of absence must meet the eligibility requirements and criteria set forth in this Article. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President, and their decision shall not be grievable.

#### A. Eligibility Requirements

Faculty members who have completed six (6) consecutive years of service to the College shall be eligible for special purpose leave not to exceed two consecutive semesters in duration. Faculty members who have completed two (2) consecutive years of service to the College shall be eligible for special purpose leave which does not exceed one (1) semester in duration.

#### B. Criteria

Those faculty members who have completed six (6) years of service to the College may request special purpose leaves for the following purposes:

1. Acceptance of invitational self-terminating assignments offered by governmental

agencies or non-profit foundations seeking faculty member's special expertise.

2. Completion of a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field.
3. Services as a full-time officer or full-time staff member of a non-profit professional organization involved in the furtherance of scientific research or educational projects.
4. Employment by a profit-making organization.

Those faculty members who have completed two (2) consecutive years of service may request special purpose leave for the purpose of either completing a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field, or to take graduate level instruction at an accredited institution of higher education, in order to acquire new methodology essential to the specific academic disciplines of such individual, provided that the duration of leave for advanced study does not exceed one academic semester. A one semester special purpose leave at the discretion of the Board of Trustees may be extended up to the end of the next consecutive academic semester, providing written request for such extension is submitted to the President of the College not later than 45 days prior to the date fixed by the County College of Morris for commencement of the next consecutive academic semester.

C. General Requirements

No such application shall be approved unless the President is satisfied that the absence of such faculty member will not be detrimental to curricula or on-going programs of the College, and unless the President is satisfied that as a result of such leave benefit will accrue to the College.

D. Intent to Return

A faculty member applying for such leave shall signify in writing to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success their intent to return to full-time employment upon expiration of the leave.

E. Reemployment

A faculty member on special purpose leave shall not be entitled to receive compensation or other benefits during the leave, including but not necessarily limited to seniority, longevity, salary, pension, or health benefits. Upon expiration of such leave the faculty member shall be entitled to employment in the same position and at the same salary held at the commencement of the leave, providing the position has not been abolished in accordance with law.

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. Parental Leave

1. A faculty member in anticipation of parenthood as a result of natural childbirth, fostering or adoption may apply for a leave of absence without pay or fringe benefits except as hereinafter specified. A request for parental leave shall be made in writing to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success at least sixty (60) days prior to the day the leave is to become effective, unless the physician or representative handling a legal adoption specifies the necessity for such leave to commence on shorter notice. Faculty members on parental leave during the period of the actual faculty member's physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. Retirement and medical benefits shall be granted during the period of parental leave in conformity with the laws, rules and regulations established by appropriate state departments. Time spent on parental leave after the expiration of the semester in which such leave commences shall not be counted as regular service for promotion, salary adjustment, or seniority, nor shall it be counted towards evaluation pursuant to Article VII.
2. A faculty member returning from parental leave shall be required to give thirty (30) days written notice to the Department Chair and School Dean of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College

administration will place the faculty member, upon their return, in the same position and salary he or she vacated at the commencement of the leave, providing the position has not been abolished in accordance with law.

3. If parental leave has been taken by a mother on account of her pregnancy, a statement from the faculty member's physician certifying that the faculty member is physically able to return to duty shall be furnished to the College before return from parental leave is permitted.
4. Parental leave for tenured faculty members may extend up to one (1) year. Parental leave for non-tenured faculty members shall not extend beyond June 30 of the current academic year in which such leave commences. Failure of a non-tenured faculty member to deliver written notice of intention to return to employment by June 30 of the academic year in which the leave commenced shall, at the option of the College, constitute a notice of resignation.
5. Effective July 1, 2020, full time faculty who have completed at least two semesters of teaching will be granted up to six weeks of partial pay for the purpose of bonding with a child within 12 months of the child's birth or placement by adoption or foster care. The faculty member must be the child's biological, adoptive, or foster parent. Upon application for the NJ Family Leave Insurance (NJFLI) and following approval by the NJ State Department of Labor, the College will supplement the NJFLI pay provided to 100% of base salary for a period of up to six weeks. Documentation of the approval for the NJFLI payment must be provided to Human Resources.

B. Bereavement

Faculty members shall be entitled to up to five (5) days leave with pay for observance of the death of spouse, domestic partner, father, mother, child, sibling, grandparents, or parents of a spouse or domestic partner. For purposes of this Article, a domestic partner shall be defined as an individual who has shared a residence with a faculty member for more than six months, who is older than 18 years of age and who is not related by blood. Relationships of stepchildren and adopted children shall be considered the same as naturally-born. Faculty members shall give reasonable and prompt notice to their department chairperson and upon returning from bereavement leave shall confirm in writing to the department chairperson the purpose of the leave and the relationship of the decedent. In the case of the death of a domestic partner, the faculty member may be required to provide additional proof of co-residency. Unused bereavement leave shall not be accumulated after the expiration of the contract term for the following academic year, nor shall such unused leave be compensated upon termination of employment or retirement.

C. Jury Duty

When a faculty member receives a subpoena for jury duty, they shall be given a leave for the term of such jury duty providing notice of jury duty is presented to their department chairperson immediately upon receipt of same. The faculty member on jury duty is expected to report to work whenever not actively serving as juror, providing such duty has been excused by the judge or other duly- authorized court official. While serving on jury duty, the faculty member shall be paid the difference between regular salary, computed on a daily basis, and the daily jury fee paid by the court. A certification of the number of days actually spent by the faculty member on jury duty service must be obtained from the appropriate court official and must be submitted to the Executive Vice

President for Business and Finance. However, the College will not compensate faculty members who are absent from employment whether voluntary or under subpoena to participate as a litigant or witness in any proceedings, judicial or otherwise, in which the faculty member or association is an interested party, or the College or any of its employees is a litigant. The faculty member will suffer no loss of compensation when testifying under subpoena issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, providing such third party is not an employee of the College.

D. Government Service Leave

Any tenured full-time faculty member elected to hold office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such elective county, state or federal office. Time spent on such government service leave shall not be counted as regular service for purpose of promotion, salary adjustment, seniority in faculty affairs, retirement, or other ancillary benefits.

E. Personal Leave

1. During the first academic year of employment, each faculty member shall be entitled to up to two (2) days per contract year with full pay to take care of personal or family emergencies or responsibilities, or to observe religious holiday. Commencing with the second academic year of employment each faculty member shall be entitled to up to five (5) days leave per contract year with full pay to observe religious holidays, to take care of personal or family emergencies or responsibilities that cannot be scheduled at a time which does not conflict with performance of employment duties.

2. A faculty member planning to use a personal leave day shall submit a leave form to the School Dean setting forth the reason for such leave, and further advising of the arrangements the faculty member has been able to make with their colleagues for coverage of their employment duties during such absence. Whenever possible, this leave form shall be submitted five (5) days in advance of the requested leave. An informational copy of the written request is to be forwarded by the faculty member to the Department Chairperson. Approval of personal leave requests should be obtained in advance from the School Dean who will give such approval except for personal leave falling during times specified in Section E.4 of this Article. The School Dean shall deliver such written approval in advance of the leave. Personal leave is not intended to be used to extend other types of leaves provided in this Article, such as sickness, injury, or bereavement leaves. While the College may permit such extensions, denials by the School Dean to add personal leaves to extend other types of leaves shall not be grievable.
  
3. Personal leave may not be utilized in increments of less than one full day (seven hours). One day (seven hours) will be charged whenever a faculty member is absent for all of their assigned classes and other scheduled responsibilities such as office hours, advisement sessions, and academic meetings. The only exception to this will be that a half day (three and one-half hours) will be charged in those situations where a faculty member meets part of their scheduled obligations for the day.
  
4. The use of personal leave at the times listed below shall be deemed questionable, requiring that the faculty member submit in advance of the leave sufficient information to enable the Division Dean to verify that the personal leave is



unavoidable due to extraordinary circumstances:

- i. On the faculty member's work day immediately preceding or following a holiday, winter recess, or spring recess.
- ii. During the faculty member's first two class days of the work year.
- iii. On a calendar day which is coincident in time or by event each year to personal leave taken on the same calendar day in the prior contract year or taken at the time of the same event.

It is understood that faculty use of personal days may occur on contractual Professional Development Days.

F. Military Leave

A faculty member inducted into the armed forces during the period of this Agreement shall have the right to reinstatement to their former position at the termination of such military service, providing that within ninety (90) days of receiving a discharge, other than dishonorable discharge, from such armed forces, the faculty member applies to the College for reinstatement. Time spent during such inducted military service shall be treated as a leave of absence during which the faculty member shall not be entitled to any form of compensation. The faculty member returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning faculty member shall be afforded all other rights provided by applicable statutes, including N.J.S.A. A. 18A:6-33. The College, for a period of no more than fifteen (15) days, will pay to a faculty member on active duty in the National Guard or the U.S. Armed Forces reserve, the difference between the compensation

received from the National Guard or the U.S. Armed Forces reserve and such faculty member's regular salary, provided that the National Guard or the U.S. Armed Forces reserve requires such faculty member to be on duty on dates other than the months of July and August. No compensation will be paid by the College for service of faculty members in the National Guard or the U.S. Armed Forces reserve during the months of July and August.

G. Sick Leave

Each faculty member shall be entitled to a maximum of ten (10) sick days during the work year. In the event a faculty member is absent for three (3) or more consecutive working days, the College may require such faculty member to produce a doctor's certification of illness or injury. During such permitted sick leave the faculty member shall receive full salary. The faculty member shall be responsible to give prompt notice to their department chairperson of sick leave absences, giving the reason and probable duration of such sick leave.

H. Coordination of Leaves with Family and Medical Leave and/or NJ Family Leave

Entitlements

If a faculty member is eligible for leave time pursuant to the federal Family and Medical Leave Act and/or the New Jersey Family Leave Act ("Statutory Leave"), any paid sick leave or personal leave permitted and taken under the provisions of this contract shall be substituted for and credited against the Statutory Leave entitlement.

I. Workers' Compensation

Faculty members injured in circumstances arising out of and in the course of their employment and are eligible for wage replacement benefits under the College's workers'

compensation coverage shall continue to receive their full base salary pay. The faculty member shall continue to receive his or her base salary and will not be charged for any accumulated sick leave or personal leave as long as he or she is considered disabled and unable to work under the workers' compensation policy. Faculty members shall be required to reimburse the College for any wage replacement benefits received under the workers' compensation policy. New Jersey Workers' Compensation Law (NJSA 34:15) and corresponding procedures and regulations as administered by the N.J. Department of Labor shall determine whether an injury is eligible for benefits. Any disputes over eligibility for benefits shall not be grievable under the faculty contract, but may be appealed through the N.J. Department of Labor.

## J. Sabbatical Leaves

### 1. Purpose and Use of Sabbatical Leaves

Sabbatical leaves are awarded by the Board of Trustees to selected members of the full-time teaching faculty to foster their creative activities related to their teaching disciplines, which will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing in completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities or travel clearly relevant to and designed to enhance the recipient's value to the College.

Sabbatical recipients who engage in any remunerative employment while on leave shall report to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success the nature of such employment. Employment which does not satisfy the guidelines established in the N.J. Administrative Code, Sections 9:2-10.1 to 9:2- 10.2, as continued by the New Jersey Commission on Higher Education, shall be prohibited.

## 2. Eligibility

Eligibility is limited to faculty members who:

- a) as of the date of submission of Letters of Intent (as described in Section J.5 of this Article) have completed six (6) (not necessarily continuous) years of appointment to the full-time faculty with concurrent membership in the faculty bargaining unit; and
- b) have not been granted either an administrative or faculty sabbatical leave by the College during the six (6) years immediately preceding the time at which the proposed leave would begin.

Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion, conditions hereinafter referred to as the "Performance Eligibility Criteria."

## 3. Period and Salary

Sabbatical leaves are awarded for either one or both semesters of a given academic year. Applicants are required to request one or the other at the time of application. The College will consider the needs and wishes of the applicant with respect to the timing of the leave but reserves the right to adjust or defer the leave in accordance with the need of the College for the applicant's services. Salary paid the recipient by the College during the sabbatical leave shall be one-half of the recipient's annual contract salary for a two-semester leave, or one-half the annual

contract salary for a one-semester leave. Salary payments will be made biweekly during the leave.

4. Faculty Sabbatical Leave Committee

Six (6) members of the tenured faculty, representing broadly the academic disciplines within the College, shall be appointed annually by the President of the College as the Faculty Sabbatical Leave Committee. Such committee shall evaluate all applications from full-time faculty members (excluding chairpersons) and shall interview such applicants. The Faculty Sabbatical Leave Committee shall make a determination to recommend or not recommend each application filed with it. The Faculty Sabbatical Leave Committee shall forward to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success all sabbatical leave proposals which the committee endorses and recommends, ranking such proposals in order of priority, together with the rationale in writing for the committee's acceptance of each proposal. The Committee shall forward all proposals recommended by it whether or not the total recommended is more or less than the limitations set forth in subparagraph 9.

5. Submission of Letter of Intent and Application

An eligible faculty member who intends to apply for a sabbatical leave in the next academic year shall submit to the President of the Faculty Association on or before October 15, a written Letter of Intent to apply for sabbatical leave, indicating their name, the month and year in which the faculty member was appointed to the full-time faculty, his or her length of service as a full-time faculty member, and the dates, if any, of his or her most recent sabbatical leave. By

November 1, the President of the Faculty Association shall meet with the Senior Vice President of Academic Affairs, Workforce Development, and Student Success to review the information provided by the prospective applicants in the Letters of Intent. No later than November 15, Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall advise the prospective sabbatical applicants of their determination whether they are eligible to apply for a sabbatical, based upon years of service eligibility under subparagraphs (a) and (b) in Section J.2 of this Article. Applications from faculty members for sabbatical leave shall be submitted to the Faculty Sabbatical Leave Committee, with copies to the faculty member's department chairperson and School dean, no later than December 1, of the year preceding the academic year in which the leave is desired. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives, and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

#### 6. Review and Award

The Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall appropriately review and evaluate the sabbatical leaves recommended by the Faculty Sabbatical Leave Committee and whether the applicant meets the Performance Eligibility Criteria in Section J.2 of this Article. The Senior Vice President of Academic Affairs, Workforce Development, and Student Success shall simultaneously forward to each applicant recommended by the Faculty Sabbatical Leave Committee, their evaluation of that applicant's proposal, and whether the applicant meets the Performance Eligibility Criteria, indicating any deficiencies and reasons for rejection. The President shall defer review and decision on faculty sabbatical proposals for thirty (30) calendar days

from receipt of the recommendations of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. Each applicant recommended by the committee shall have the right to submit a revised or supplemented prospectus to the President of the College within thirty (30) calendar days from the Committee's receipt of the recommendations of the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. Any such revised or supplemented prospectus submitted within such thirty (30) day period shall be considered by the President, but the President shall retain the discretion to recommend or reject any sabbatical leave proposal. Those sabbatical leave proposals approved by the President shall be submitted to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College will advise the Committee and the Association in writing of the reasons for rejecting any recommendations of the Committee.

#### 7. Obligation to Return and Report

Recipients of sabbatical leaves shall, upon acceptance of a sabbatical leave award, signify their obligation to remain in the service of the College for a period of not less than two (2) consecutive years following expiration of the leave. Recipients of sabbatical leaves who return to the College for the fall semester shall submit to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success on or before October 15, copies of comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality. Sabbatical leave recipients who return to work for the spring semester shall submit their comprehensive written report to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success on or before March 15. Senior Vice President of Academic

Affairs, Workforce Development, and Student Success shall forward copies of the sabbatical recipient's report to the President of the College so that the report can be distributed to the Board of Trustees.

8. Conditions of Sabbatical Leave Awards

- a) It is clearly the intent of the Board of Trustees to make sabbatical leave awards, within the limitations of funds available, to those applicants whose past performance, promise, and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.
- b) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of salary adjustment and other benefits as though the recipient were in regular employment.
- c) The Board of Trustees may, upon special recommendation of the President of the College and the Faculty Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of appointment to the full-time faculty with concurrent membership in the faculty bargaining unit.
- d) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent setting.



## 9. Funding

The Board will fully fund four sabbatical leaves each contract year.

## K. Salary Continuance Plan

1. Purpose - The purpose of this plan is to provide protection against income loss after the elimination period, due to an employee's inability to work because of personal illness or injury, except that this plan shall not apply to illness, injury or other disability absence arising out of employment and covered by the Workers Compensation Law.
2. Eligibility - All full-time faculty at the start of their third consecutive semester of full-time employment. It is the employee's responsibility to provide Human Resources with a written request for leave prior to the start of leave.
3. Elimination Period - Benefits payable under this plan shall begin on the first regularly scheduled work day following the date when an eligible employee exhausts all accrued sick leave payable by the College, or after thirty (30) calendar days have elapsed since the onset of the employee's inability to work, whichever date shall occur later.
4. Benefit Period - Subject to the Fund limitations in Section 10, the College shall pay the employee at the rate of fifty percent (50%) of his or her regular base salary for the period of absence from work in excess of the elimination period until the earliest of the following dates:
  - a. one hundred eighty (180) calendar days have elapsed following the onset

of the employee's inability to work due to a disability covered by this plan, excluding summer; or

- b. the employee has been paid benefits under this plan equal to one-third of the employee's annual base salary; or
- c. the employee returns to work after providing HR with a physician release to work without restrictions.

Benefits payable under this plan shall be paid only for days during the employee's inability to work when the employee would normally be scheduled to work, and shall not be paid for days which the employee would not normally be eligible to receive salary (summer).

- 5. Recurrence of Disability - If an employee returns, and works at least one semester and then suffers a reoccurrence or new disability, the employee will be eligible for a new Salary Continuance benefit for the coverage period defined in sections 3 and 4 above. If the employee has not worked at least one semester following return from a disability leave and suffers a reoccurrence related to the prior disability, the number of days of sick leave and Salary Continuance paid during the absence prior to the return to work will be deducted from the maximum benefit period available during the reoccurrence as set forth in section 4 above. If the employee returns and a disability unrelated to the prior disability arises before completion of one semester of work the employee will be eligible for a new Salary Continuance benefit for the coverage period defined in sections 3 and 4 above.

6. Other Benefits - The period of absences during the elimination period and the benefit period shall be counted as regular full-time service for purposes of promotion, increases in salary, seniority, accrual of leave, length of service, retirement or any other ancillary or fringe benefits, except as may be otherwise provided by applicable law.
  
7. Coordination of Benefits - Benefits payable to an employee under this plan shall be reduced by any amount payable to the employee under any other disability payment plan provided under the laws of any State or Federal law of the United States, any insurance or other employee benefit plan which pays for loss of time on account of disability due to sickness or injury for which an employer has paid all or any portion of its cost, and any insurance which pays benefits for loss of time on account of injury suffered in an automobile accident. Benefits under this plan shall not be payable to any employee for any period during which an employee may be receiving benefits provided under a workers compensation law. FMLA and NJFLA, as applicable, will be applied to and run concurrently with the benefits under this plan.
  
8. Certification of Disability - An employee claiming benefits under this plan shall submit to the College a written certificate by a physician attesting to his or her inability to work, including a projected date for return to work, and shall submit subsequent certification by a physician of his or her continued inability to work as requested by the College. The College shall have the right as a condition of payment of benefits, to require the employee to provide relevant medical records and to submit to an examination by a physician designated and paid for by the

College. If the physician selected by the College declines to certify the employee's inability to work, the Association shall have the right within twenty days from notification of declined benefit eligibility to elect, by written notice to the College, to submit the eligibility determination to the third physician. If the Association requests submission to a third physician, the College physician and the employee's treating physician shall select a qualified physician to determine the matter. If the College and employee's physician are unable to agree upon the selection of a third physician, such third physician shall be designated by the President of the Morris County Medical Society. The determination of the physician so selected, as to whether the employee is unable to work because of a disability covered under this Plan, shall be binding upon the College, Association, and the employee. The cost of the services of the third physician shall be paid equally by the College and Association, and shall not be subject to further grievance.

9. Limitations of Benefits - No benefits shall be payable for (i) any period of disability that commenced before the claimant was a covered employee, (ii) for any period of disability caused by willfully or intentionally self-inflicted injury, (iii) injury sustained in the perpetration by the claimant of a high misdemeanor, or (v) any period during which the claimant performs any work for remuneration or profit.

10. Limit of Liability - The Board shall not be liable for any benefits under the Association Salary Continuance Plan in excess of twenty-five thousand dollars (\$25,000) payable during any one fiscal year. In the event that claims for benefits to the entire Association bargaining unit exceed that amount, the Association may

elect to reduce the accrual under Article XII, G of one day of sick leave by each employee in the bargaining unit, which shall be accounted according to the hourly rate of each employee that may be in effect at the time, and such additional amount of money shall be made available to pay additional claims for benefits.

11. Cease teaching on-line course - The option to continue teaching on-line courses as defined under Article IX, 7, shall cease once coverage under salary continuation commences.

## ARTICLE XIII

### REDUCTION IN FORCE

#### A. Reduction in Force

In the event of reduction in force, the College and the Association agree the provisions of NJAC 9A:7-2.1 through 9A:7-2.6 and 9A:7-2.8 through 9A:7-2.11 will apply, as continued by the New Jersey Commission on Higher Education.

#### B. Notice of Layoff

1. Upon the presentation to the Board of Trustees by the President of a plan and recommendation to implement the reduction in force, the President shall give written notice of his layoff plan and recommendation to the Faculty Association and to all individuals subject to the proposed layoff, fifteen (15) days before the formal Board action on the layoffs. After formal Board action implementing a reduction in force, the College shall give written notification to each employee who is scheduled to be laid off of such fact one hundred twenty (120) days before implementing the layoff.
2. For purposes of calculating the notice periods under this Article only, days after the end of the work year and before the commencement of the next work year as defined in Article IX, Section B.1 shall not be counted.

## ARTICLE XIV

### HEALTH AND PENSION

#### A. Health

1. As long as the College remains in the School Employee Health Benefit Plan (SEHBP), eligible employees may enroll in the SEHBP in accordance with the established procedures. The College and the employee shall bear the full cost of premiums for the employee and their dependents for coverage under either the SEHBP or under any substitute health insurance plan selected by the College which provides a traditional indemnity program and one or more managed-care options. If the College elects to withdraw from the SEHBP, the substitute health insurance plan will provide (i) benefit levels that, in the aggregate, are more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP, and (ii) an appeal process by which employees may appeal to the insurance carrier denials of coverage or benefits. The College will provide the Faculty Association with a copy of the master contract for the new plan ninety (90) days before implementing the new plan.

Employee contributions for Health Benefits premiums shall be governed by appropriate statute.

2. Should the College decide to substitute another insurance plan for the SEHBP, the College will provide affected employees with forty-five (45) days written notice of the effective date of the change in health plans. Affected employees shall be furnished with a description of the substitute health plan. During the forty-five

(45) day period, employees shall have the option of electing any benefit options that may be offered by the substitute health insurance plan.

3. If the College ceases to participate in the SEHBP, the College Department of Human Resources will continue to provide on-campus administration of health benefits and will distribute to affected employees notification of changes in the level of benefits. The Department of Human Resources will assist the employee in obtaining an expeditious determination by the insurance carrier of any appeal of a denial of coverage or benefits.
  
4. All questions and disputes arising under the terms of any health insurance plan substituted for the SEHBP shall be determined under the appeal process established by the insurance carrier and not under the grievance procedure set forth in Article V. A decision of the College to withdraw from the SEHBP and the selection of the health insurance plan providing substitute coverage are prerogatives of management and are not grievable. However, the Faculty Association shall have the right, within forty-five (45) days after its receipt of the master contract for the new plan, to advise the College in writing of its position that the substitute health insurance plan does not provide benefit levels that, in the aggregate, are more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP ("Notice of Dispute"). Within ten (10) days from the College's receipt of the Notice of Dispute, the College and the Faculty Association will agree upon the appointment of an independent employee benefit specialist firm or individual. The independent specialist shall only determine whether the substitute health benefit plan does or does not provide benefit levels that, in the aggregate,



are more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP. The independent specialist must have offices in the state of New Jersey and shall not then be providing services or consultation to county colleges in New Jersey or to the New Jersey Education Association or any of its affiliates. If an independent specialist has not been mutually agreed upon and appointed within the ten (10) day period, either party may apply to the Superior Court Assignment Judge, Morris County, to appoint an independent health benefit specialist to determine the dispute. The determination of the independent health benefit specialist shall be binding on the parties and shall not be grievable. The costs of the services of the independent health benefit specialist will be shared equally by the College and Faculty Association. If a Notice of Dispute as permitted in this Section A.4 is timely served upon the College, the substitute health insurance plan shall not become effective unless the parties agree in writing otherwise, or the independent specialist determines that the new benefit levels, in the aggregate, are more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP.

B. Pension

All employees must enroll in the Alternate Benefit Plan or other state administered pension system in accordance with the established procedures of the System.

C. Dental Plan

The College shall provide a dental program providing individual coverage to all members of the bargaining unit by a dental care insurance policy. The College shall have the right

to substitute a comparable dental policy for the Delta Dental Plan. After the expiration of this agreement, the College shall not be obliged to pay any dental premium increase beyond the individual premium in effect during this agreement.

The College shall offer a voluntary dental program for the spouses and eligible children of all bargaining unit members with premiums fully paid by the employees who elect this coverage. The overall level of benefits will be equivalent to those dental benefits provided to employees. The availability of this dependent coverage on an annual basis will be subject to minimum participation limitations established by the insurance provider.

ARTICLE XV

SALARY

A. Salary Increase

1. The following adjustments or increase shall be added to a faculty member's base salary and therefore increase the faculty member's base salary:
  - a. Service Bonus Adjustment - Section A.3 of this Article.
  - b. Adjustment for Doctorate Degree - Section G. of this Article.
  - c. Recognition for Professional Development - Article H of this Article.
  - d. Salary Increase (Adjustment) - Section A.2 of this Article (inclusive of a. b. and c. above).

Should the application of any of these adjustments or increases cause the faculty member's base salary to exceed the applicable maximum salary range, as indicated in Exhibit D of this agreement, then such faculty member's base salary shall only be increased to the maximum of the applicable salary range.

2. \* Salary Increases for Fiscal Year 2023, 2024, 2025 and 2026:

Year 1 (2022-2023): 0%

Year 2 (2023-2024): \$1,775 plus 3%

Year 3 (2024-2025): 3.5%

Year 4 (2025-2026): 3.75%

3. For each year of this contract faculty members will have added to their base salary the following specified amount based upon their completed years of full-time service to the College:

<u>Years of Service</u>	<u>Amount</u>
0 through the end of 5th year	\$ -0-
6th through the end of the 10th year	\$250
11th through the end of the 15th year	\$500
16th through the end of the 20th year	\$750
21st year through the end of the 25 <sup>th</sup> year	\$1,000
26 <sup>th</sup> year through the end of the 30 <sup>th</sup> year	\$1,250
31 <sup>st</sup> year through and above	\$1,500

An academic year in which a faculty member was employed full time for one semester or more will be calculated as a full year of service for purposes of this paragraph.

Salary ranges for each contract year are set forth in Exhibit D.

B. Payment of Salary

Salary for the contract term shall be paid to each faculty member biweekly during the ten

(10) months of the academic year, or at the faculty member's option, over a twelve-month (12) period from September through August. Faculty members who choose to be paid over a twelve-month period shall notify the Payroll Department in writing on or before August 1 of their election for the upcoming payroll cycle. Salary payments shall not be advanced. Those on leave shall be paid upon return to employment, except as otherwise provided in agreement (Article XII, Section J.3). Pay checks will be distributed via Direct Deposit. The Board reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such services performed by outside contractors. The College shall incur no liability to any faculty member for the delay in the distribution of salary checks due to causes beyond the control of the College.

C. Legal Limitations or Impositions

This Agreement and specifically the wages provided for in this Article are subject to present and future limitations, freezes, stabilization, or other statutes, executive orders, or administrative regulations which federal or state law or authorities may enact. To the extent that any provision of this Agreement or the wages provided for herein exceed that permissible by any federal or state law, executive order or administrative regulation, such provision or excess wage shall be deemed invalid except to the extent permitted. Such invalidity shall not nullify this Agreement which in all other respects shall continue in full force and effect.

D. Withholding Salary Adjustment

Upon recommendation of the President of the College, the Board of Trustees reserves the right to withhold any portion of the salary adjustment for inefficiency and for other good cause.

E. Initial Salary

The College in its discretion shall determine the initial salary within the ranges established in Exhibit D. Placement of lecturers will be in accordance with the following guidelines. The classification of Lecturer is intended to accommodate special situations whereby benefit may accrue to the College and its educational program. The qualifications for the rank of Lecturer include the capacity to make a special contribution in a literary, scientific, or technological field which is not within the scope of recognized graduate study. Lecturers shall be appointed at an annual salary within the ranges of the established salary ranges and shall be eligible to receive the salary adjustments resulting from modifications of this agreement.

F. Adjustment for Promotion in Rank

A faculty member granted a promotion in rank will receive the following additional salary adjustment effective with the starting dates of the year in which the promotion is granted:

Instructor to Assistant Professor 0

Assistant to Associate Professor \$800

Associate Professor to Professor \$800

If the application of all salary adjustments, including tenure and promotion in rank, result in salary below the rank minimum of the new rank, the faculty member's salary shall be increased to the promoted rank minimum.

G. Adjustment for Doctorate Degrees

All faculty who have either the Doctorate Degree or its equivalent, as specified under

Section H of this Article, shall be annually granted a \$400 adjustment to their base salary in each year of this agreement.

#### H. Recognition for Professional Development

Faculty members who wish to be considered for recognition of graduate study must submit to the Senior Vice President of Academic Affairs, Workforce Development, and Student Success evidence of eligibility 20 days in advance of the beginning of the semester. For purposes of determining eligibility only those credits earned in a formal graduate program at an accredited institution of higher education and related to their teaching responsibilities will be considered in computing equivalent degrees:

1. Forty-two (42) graduate credits beyond the earned Master's Degree, relevant to academic responsibilities, shall be equivalent to a Doctorate.
2. A law degree, a professional engineer's license with a bachelor's degree, or a Master of Fine Arts degree shall be equivalent to a Doctorate. Upon completion of the Doctorate Degree or the equivalent, a faculty member will have \$900 added to their salary effective the semester for which evidence of eligibility was provided in accordance with the above. In each subsequent year of this contract such faculty member will receive an additional \$400 base salary adjustment.

#### I. Adjustment for Achievement of Tenure

A faculty member granted tenure shall be given a one-time adjustment to base salary of \$400 effective with the first semester with tenure.

## ARTICLE XVI

### NEGOTIATIONS

The Board and the Association will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party. Any administrators, chairperson or supervisor who evaluates or supervises faculty members in the collective bargaining unit shall not serve as a negotiating representative of the unit governed by this Agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the Board and Association. It is recognized that no final agreement may be executed or become binding without ratification by the Board and the Association.



ARTICLE XVII

AMENDMENT OF AGREEMENT

By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XIX

### ACADEMIC FREEDOM

- A. It is the policy of the College to maintain and encourage, within the law, freedom of inquiry, teaching, publishing, and research. The exercise of this freedom extends to the faculty member's classroom discussion of the course and inquiries which relate thereto. A faculty member may not claim as their right the privilege of discussing in the classroom controversial matters which have no relationship to the course subject.
  
- B. Faculty members acting as advisors to student organizations or participating in College-sponsored lecture programs or symposia are assured the same academic freedom which they enjoy in the classroom.
  
- C. In the role of citizen, a faculty member has the same freedom as other citizens. However, in making extramural remarks, a faculty member has the obligation to indicate that they are not a spokesman for the College.

ARTICLE XX

BOARD RIGHTS AND RESPONSIBILITIES

The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement, or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the rights, responsibilities, and authority of the Board under National, State, County or Local laws.

The College shall be responsible for acquainting its administrative staff with the provisions of this agreement.

ARTICLE XXI

NON-DISCRIMINATION

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of their membership or non-membership in the Association, or their participation or non-participation in any activities of the Association.
- B. Neither the Board nor the Association shall discriminate against any employee because of protected status under state or federal law.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

- A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.
- C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or their designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

## ARTICLE XXIV

### COPYRIGHT

#### A. Introduction

This Article determines ownership rights in original works of authorship (hereafter collectively called works) by members of the Faculty governed by this Agreement.

"Original works of authorship" includes, but is not limited to:

1. Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, course outlines, handouts, exercises, tests, test answers, and proposals.
2. Lectures, lecture notes, musical or dramatic compositions, poetry and unpublished
3. Films, filmstrips, charts, transparencies, and other visual aids.
4. Video and audio tapes and cassettes.
5. Live video and audio tapes and cassettes.
6. Programmed instruction materials.
7. Computer programs.
8. Pantomimes and choreographic works.
9. Pictorial, graphic, and sculptural works.
10. Sound recordings
11. Materials originally created and uploaded into internet courses.



## B. Determination of Rights

1. Institutional Ownership: If a faculty member produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "Materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.
  
2. Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the faculty member would not normally have unrestricted access, then the College shall have joint ownership with the faculty member. Joint ownership shall entitle the College to license and to sell such works and to share equally royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The College will supply the faculty member with an annual accounting of such proceeds, and will disburse half of such proceeds to the faculty member by July first of each year. Joint ownership provided by this Article shall be perpetual.
  
3. Individual Ownership: In all cases other than those covered by paragraphs (1) and (2) above, ownership rights shall reside with the Faculty member alone.

## C. College Use of Materials

1. In cases of individual ownership, the College reserves the right to use

copyrightable property royalty-free when it is developed in connection with a course offered by the College.

2. The ownership rights of education employees who create copyrightable materials should not prevent education employees from making appropriate use of such materials in providing educational services to their students.

D. Virtual Campus

A course developed for the Virtual Campus (Article IXD) shall be jointly owned by the developer and by the College. The College will not market, sell or transfer materials from Virtual Campus courses developed by the faculty to third parties without the developer's consent. The developer reserves the right to sell, transfer, license or otherwise profit through private exchange from any Virtual Campus course he or she develops. The developer grants CCM a royalty-free license to review, reuse, or revise any course developed for distance education or Virtual Campus.

ARTICLE XXV

DURATION OF AGREEMENT

**This agreement shall be effective from September 3, 2022 and remain in full force and effect through  
September 2, 2026**

**IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers on the  
date first above written:**

**COUNTY COLLEGE OF MORRIS**

DocuSigned by:  
*George J. Milonas*  
By \_\_\_\_\_  
F6624DE346344GE...

**Chairman  
Board of Trustees**

**FACULTY ASSOCIATION OF THE  
COUNTY COLLEGE OF MORRIS, INC.**

DocuSigned by:  
*Dee Melroe*  
By \_\_\_\_\_  
DF005B04D2D74E0...

**President**



EXHIBIT A

In the Matter of  
 County College of Morris  
 Public Employer  
 and  
Faculty Association of County College of Morris  
 Petitioner

RECEIVED  
 OCT 1 1974  
 PRESIDENT'S OFFICE

DOCKET NO. PO-857

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter 11 of the Commission's Rules and Regulations and Statement of Procedure; and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected; and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that Faculty Association of County College of Morris

has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: All full-time teaching faculty and full-time instructional assistants employed by the County College of Morris but excluding the College President, Deans, Associate Deans, Asst. Deans, managerial executives, adjunct faculty, Librarians, the Director of Library Services, Supervisors of Technical Services and Readers Services, Instructions Media Center Supervisor, Reference Librarians, Graphic Artist, Catalog Librarian, Librarian Assts., Audio-Visual Producer, T.V. Producer, Technicians, Equipment Coordinators, Department and Division Chairpersons, Asst. Chairpersons, Counsellors, Counsellor Evaluators, clerical, confidential, maintenance, security and cafeteria personnel, and all personnel with supervisory or administrative authority.

*Jaffrey B. Tener*  
 Acting Executive Director

DATE: October , 1974

Trenton, New Jersey

JBT:psw

Attachment: (

In the Matter of (

County College of Morris

and .

Docket No. RO-857

Faculty Association of  
County College of Morris

Service on the following:

Jacob Weingarten, Esquire  
Vogel, Chait & Wacks, Esqs.  
Maple Avenue at Miller Road  
Morristown, New Jersey 07960  
(Certified-1)

Eileen Cornell, Esquire  
159 Speedwell Avenue  
Morristown, New Jersey 07960  
(Certified-2)

George Blessing, Personnel Director  
County College of Morris  
Route 10 & Centergrove Road  
Dover, New Jersey

Mr. John Keeler  
C.C.M. Faculty Association  
Box 352  
Highland Lakes, New Jersey 07422

RECEIVED  
SEP 10 1963

**EXHIBIT B**

**STATEMENT OF GRIEVANCE OR APPEAL**

(Attach supplemental pages as necessary)

Contractual \_\_\_\_\_ Non Contractual \_\_\_\_\_

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Statutory-Regulatory

DATE MOVED: Step I \_\_\_\_\_ Step II \_\_\_\_\_

1. Statement of facts out of which grievance arises: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Identification of the grievant(s):

Individual: \_\_\_\_\_

Group: \_\_\_\_\_

3. Applicable provisions of agreement (if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Identification of witnesses to be called:

Name of Witness

Relevance

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Relief requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Summary of previous decisions:

Step I relief: \_\_\_\_\_  
\_\_\_\_\_

Rationale: \_\_\_\_\_  
\_\_\_\_\_

Step II relief: \_\_\_\_\_  
\_\_\_\_\_

Rationale: \_\_\_\_\_  
\_\_\_\_\_



## Student Opinion Report

Course Title: \_\_\_\_\_ Section #: \_\_\_\_\_

Instructor: \_\_\_\_\_ Semester: \_\_\_\_\_ 20\_\_\_\_

Student's Academic Major: \_\_\_\_\_ Anticipated Grade: \_\_\_\_\_

A. Why did you take this course?  Req'd  Elect.

B. What is your estimate of the Instructor including strong and weak points?

C. What did you like about the course? What did you dislike and do you have suggestions for improvements?

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31	32	33	34	35
36	37	38	39	40
41	42	43	44	45
46	47	48	49	50

**PART I—INSTRUCTOR**

- How did the instructor utilize class time to develop the subject matter?
 

Extremely good utilization of time	Usually good use of time	Average use of time	Occasionally inefficient use of time	Inefficient use of time
1	2	3	4	5
- How well prepared was the instructor?
 

Well prepared	Prepared	Usually prepared	Usually unprepared	Not prepared
1	2	3	4	5
- The overall presentation of the material by the instructor was:
 

Extremely clear	Clear	Usually clear	Usually unclear	Extremely unclear
1	2	3	4	5
- Does the instructor encourage students to think, ask questions and participate?
 

Almost always	Often	Usually	Occasionally	Rarely
1	2	3	4	5
- How willing was the instructor to permit students to express their ideas?
 

Almost always	Often	Usually	Occasionally	Rarely
1	2	3	4	5
- Was the instructor willing to provide consultation?
 

Almost always	Often	Usually	Occasionally	Rarely
1	2	3	4	5
- How was the instructor's speech and enunciation?
 

Very clear and distinct	Usually clear and distinct	Average	Somewhat indistinct	Often indistinct
1	2	3	4	5
- The instructor's approach to this subject was:
 

Very interesting, interesting	Average in interest	Less than average in interest	Not interesting
1	2	3	4
- My interest in this subject area has been stimulated by this course.
 

Greatly	Somewhat	Average	Not much	Not at all
1	2	3	4	5
- How well was this course organized by the instructor?
 

Exceptionally well organized	Above average organization	Average organization	Below average organization	Exceptionally poorly organized
1	2	3	4	5

**PART II—GENERAL**

- The grading system utilized in this course was:
 

Extremely lenient	Usually lenient	Average	Usually strict	Extremely strict
1	2	3	4	5
- I would rate the course materials as:
 

	Excellent	Above average	Average	Below average	Poor
A. Text	1	2	3	4	5
B. Tests	1	2	3	4	5
C. Supplementary reading (where applicable)	1	2	3	4	5
D. Laboratory and projects (where applicable)	1	2	3	4	5
- I would describe the general attitude of my fellow class members as:
 

Extremely attentive	Usually attentive	Somewhat attentive	Hardly attentive	Extremely inattentive
1	2	3	4	5
- Approximately how many hours did you devote to this course per week outside of class?
 

5 hours or more	4 hours	3 hours	2 hours	1 hour or less
1	2	3	4	5
- General estimate of the course:
 

Excellent	Above average	Average	Below average	Poor
1	2	3	4	5
- What is your opinion of this questionnaire? Do you have any suggestions?



## STUDENT OPINION REP

This Student Opinion Report, which will be anonymous, is designed to elicit from you an evaluation of this course and the instructor who presented it. The report will be used by the Department Chairpersons and the Division Dean as one of the criteria necessary in achieving a well-rounded evaluation of the instructor and educational program for the purpose of self-improvement, retention, promotion, and tenure. The results will be utilized by the individual instructor as an aid in determining strong and weak points of his or her teaching techniques as well as of the course in general.

**COURSE INFORMATION**

What is your Academic Major?

What is your anticipated grade in this course?  A  B  C  D  F

Why did you take this online course? And would you take another?

What is the estimate of the strengths and weaknesses of the instructor?

What did you like about the course? What did you dislike and do you have suggestions for improvements?

**PART I: INSTRUCTOR**

	Always	Usually	Average	Occasionally	Inefficiently
1. Did interactions with your instructor help you progress through the course?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Were all of the course materials current and up-to-date and maintained throughout the semester by the instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Extremely Clear</b>	<b>Clear</b>	<b>Usually Clear</b>	<b>Usually Unclear</b>	<b>Extremely Unclear</b>
3. The overall presentation of the course materials by the instructor was:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Almost Always</b>	<b>Often</b>	<b>Usually</b>	<b>Occasionally</b>	<b>Rarely</b>
4. Does the instructor encourage students to think, ask questions, and participate?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. How willing was the instructor to permit students to express their ideas?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Was the instructor willing to provide online consultation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Very Clear and Distinct</b>	<b>Usually Clear and Distinct</b>	<b>Average</b>	<b>Sometimes Indistinct</b>	<b>Often Indistinct</b>
7. Was the material in the course presented in a clear and distinct format?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Very Interesting</b>	<b>Interesting</b>	<b>Average in Interest</b>	<b>Less than Average in Interest</b>	<b>Not Interesting</b>
8. The instructor's approach to the subject was:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Greatly</b>	<b>Somewhat</b>	<b>Average</b>	<b>Not Much</b>	<b>Not at All</b>



9. My interest in this subject area has been stimulated by this course online.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Exceptionally Well Organized</b>	<b>Above Average Organization</b>	<b>Average Organization</b>	<b>Below Average Organization</b>	<b>Extremely Disorganized</b>
10. Were the course materials organized in a way that helped you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**PART II: GENERAL**

	<b>Extremely Fair</b>	<b>Usually Fair</b>	<b>Average</b>	<b>Usually Unfair</b>	<b>Extremely Unfair</b>
11. The grading system utilized in this online course was:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. I would rate the course materials as:	<b>Excellent</b>	<b>Above Average</b>	<b>Average</b>	<b>Below Average</b>	<b>Not Used</b>
A. Text:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B. Supplementary Reading:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
C. Tests:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
D. Assignments:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
E. Laboratory and Projects:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Extremely Attentive</b>	<b>Usually Attentive</b>	<b>Somewhat Attentive</b>	<b>Hardly Ever Attentive</b>	<b>Extremely Unattentive</b>
13. I would describe my general attitude towards this online course:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>More than 10 hours</b>	<b>7 to 10 hours</b>	<b>4 to 6 hours</b>	<b>1 to 3 hours</b>	<b>Less than 1 hour</b>
14. Approximately how many hours did you devote to this course per week?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<b>Excellent</b>	<b>Above Average</b>	<b>Average</b>	<b>Below Average</b>	
15. General Estimate of this online course	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

**PART III: TBD- One General Question on Technology**

After you are satisfied with your responses, please click the "Submit" button on the right ONCE.



Comments or questions are welcome at [questions@iotasolutions.com](mailto:questions@iotasolutions.com)

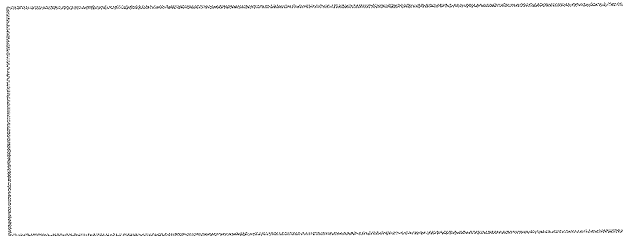
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### Part III Technology

Did you have difficulty with the technology associated with the online delivery of this course?

Never   Rarely   Occasionally   Sometimes   Always

Additional Comments



		<b>EXHIBIT D</b>	
<b>County College of Morris</b>			
<b>Faculty Association of County College of Morris</b>			
<b>Fiscal Year 2022-2023</b>			
		Minimum	Maximum
	Professor	\$89,783	\$167,914
Associate	Professor	\$77,809	\$157,302
Assistant	Professor	\$69,870	\$145,665
Instructor		\$63,845	\$99,670
<b>Fiscal Year 2023-2024</b>			
		Minimum	Maximum
	Professor	\$91,579	\$171,272
Associate	Professor	\$79,365	\$160,448
Assistant	Professor	\$71,267	\$148,578
Instructor		\$65,122	\$101,663
<b>Fiscal Year 2024-2025</b>			
		Minimum	Maximum
	Professor	\$93,410	\$174,698
Associate	Professor	\$80,952	\$163,657
Assistant	Professor	\$72,693	\$151,550
Instructor		\$66,424	\$103,697
<b>Fiscal Year 2025-2026</b>			
		Minimum	Maximum
	Professor	\$95,278	\$178,192
Associate	Professor	\$82,572	\$166,930
Assistant	Professor	\$74,147	\$154,581
Instructor		\$67,753	\$105,771
Overload Rate is equal to the Adjunct II Rate			

Exhibit E1  
TIMELINES

Sabbatical Leave

October 15	Candidates email notice of intent to apply for Sabbatical Leave, as described in ARTICLE XII J 5 for the following academic year is due to FACCM President.
November 1	FACCM President meets with Senior Vice President of Academic Affairs, Workforce Development, and Student Success to review candidates' eligibility according to ARTICLE XII J 2 (a) and (b) of this contract
November 15	Senior Vice President of Academic Affairs, Workforce Development, and Student Success advises candidates of eligibility to apply for Sabbatical Leave for the following academic year.
December 1	Applications with Sabbatical Proposals are due to Faculty Sabbatical Leave Committee with copies due to applicant's Chair and Dean
February 15	Senior Vice President of Academic Affairs, Workforce Development, and Student Success receives recommendations from Faculty Sabbatical Leave Committee
March 1	Senior Vice President of Academic Affairs, Workforce Development, and Student Success sends their evaluation to the applicants recommended by Faculty Sabbatical Leave Committee.
March 15	Senior Vice President, Academic Affairs, Workforce Development, and Student Success sends recommendations to the President.
March 31	President recommendation due to Board of Trustees
April Board of Trustees Meeting	Board vote on President's recommendations

Exhibit E2

Promotion

April 15 (year prior to application year)	Faculty member emails notice of intent to apply to Senior Vice President of Academic Affairs, Workforce Development, and Student Success.
April 30 (year prior to application year)	Faculty member receives confirmation of eligibility from Senior Vice President of Academic Affairs, Workforce Development, and Student Success.
October 15	Faculty elects FPPC, notifies Senior Vice President of Academic Affairs, Workforce Development, and Student Success of members.
January 20 (year of eligibility)	Faculty member submits all materials to Chair, Dean, and FPPC.
February 7	Faculty member meets with Chair.
February 21	Faculty member and Dean receive completed recommendation from Chair.
February 28	FPPC recommendation to Senior Vice President of Academic Affairs, Workforce Development and Student Success, Dean, and applicant
March 3	Faculty member may meet with Dean.
March 14	Deans submit recommendations to, Senior Vice President of Academic Affairs, Workforce Development, and Student Success. Deans also forward copies of recommendations to the appropriate chairpersons and candidates.
March 20	Senior Vice President of Academic Affairs, Workforce Development, and Student Success recommendation to President.
March 28	Senior Vice President of Academic Affairs, Workforce Development, and Student Success notifies applicant of recommendation.

April 15

President shall forward their recommendation to the Board and advise the Senior Vice President of Academic Affairs, Workforce Development, and Student Success and the Committee of their recommendations.

April Board of Trustees Meeting

Board vote on President's recommendation.

### Exhibit E3

#### Evaluation - Non-Tenured

At least once annually during first four years.

- |             |   |
|-------------|---|
| February 1  | - Written report of classroom observation to Faculty member or within two weeks of the date of the visit; Peer Observation to Chair, and Faculty Member; Self Evaluation to Chair |
| February 15 | - Conference with Chair   |
| March 10    | - Conference with Dean  |
| April 30    | - Notice of reappointment or non-reappointment  |

#### Evaluation - Tenured

- |          |   |
|----------|---|
| March 1  | -Written peer evaluation submitted to chair, and faculty member; Self-evaluation to Chair.                |
| March 1  | - Written report of classroom observation to Faculty member or within two weeks of the date of the visit. |
| March 15 | - Conference with Chair   |
| April 10 | - Conference with Dean  |
| April 30 | - Notice of reappointment or non-reappointment  |

Exhibit E4

<b>TENURE TRACK DATES</b>				
<b>Date Hired</b>	<b>First Day of 5th Year</b>	<b>Due Date of informal notice of intent to reappoint from SVPAA</b>	<b>Board Approval</b>	<b>5<sup>th</sup> Year Completed Tenure Starts</b>
1/2019	1/2023	4/15/2023	4/2023	1/2024
9/2019	9/2023	12/15/2024	4/2024	9/2024
1/2020	1/2024	4/15/2024	4/2024	1/2025
9/2020	9/2024	12/15/2024	4/2025	9/2025
1/2021	1/2025	4/15/2025	4/2025	1/2026
9/2021	9/2025	12/15/2025	4/2026	9/2026
1/2022	1/2026	4/15/2026	4/2026	1/2027
9/2022	9/2026	12/15/2026	4/2027	9/2027



## Exhibit E5

### LETTERS OF INTENT

1. To the extent possible, the College will make every reasonable effort to continue to provide faculty members with one (1) day per week for necessary academic preparation, grading, research, and other activities related to fulfillment of their academic and professional responsibilities.
2. To the extent possible no full-time faculty member who is assigned by the College to teach an evening course will be scheduled for a course the following day which begins prior to 9:00 a.m.
3. Winterim is defined as that period in the academic calendar between the end of the Fall Semester and the beginning of the Spring Semester. The College reserves the right to schedule during that period of time academic courses designed to accommodate special needs. Normally, the faculty teaching load during the Winterim period will be considered as voluntary overload; however, the College maintains the right to assign faculty to these courses when necessary.
4. It is recognized that there exists a need to develop instructional alternatives at off-campus centers and outside Morris County. The Association further recognizes the need for the College to assign faculty to such courses. The College agrees to seek volunteers from the faculty to teach such courses whenever possible. For assignment to off-campus centers the College will reimburse faculty for the mileage difference between Randolph campus and the off-campus location. The College further agrees that course content, integrity, credit load, and office hours shall be the same as courses taught on the main campus.

5. The College agrees to make a reasonable effort to provide a faculty member 48 hours advance notice of the approximate time during which classroom visits will take place, whether in connection with the administrative portion of the evaluation or pursuant to Section B.4 of Article VII.
6. The College agrees to provide the president of the Association with a list of faculty members who are granted release time during the fall and spring semesters. This listing shall include the amount of release time being granted along with the corresponding project or administrative assignment for which the faculty member is released from their teaching assignment.
7. The purpose of Outcomes Assessment is to look at the impact of the institution on students and is not in any way intended to measure the effectiveness of any individual member of the college community and will not be used to do so.
8. In the interest of keeping a safe and secure campus, the administration agrees to notify immediately the local police authorities whenever it is aware of a threat to harm a faculty member or a threat against the life of a faculty member.
9. The College will not combine two or more courses into a single section that results in payment for a single section without the agreement of the Association and the individual faculty member prior to the start of the semester in which the courses are to run.
10. The College and the Association have agreed to form a Faculty Safety Committee to discuss safety concerns of the faculty. The Committee will consist of two members appointed by the FACCM President and two members appointed by the Senior Vice President of Academic Affairs, Workforce Development, and Student Success. The Committee will meet one or more times in the fall and spring semesters.

**Letter of Agreement  
Between  
The County College of Morris  
And  
The Faculty Association of the County College of Morris**

RE: Announcement related to mandatory "ALL FACULTY" meetings, trainings, and professional development beyond the two (2) contractual days

As a result of impact negotiations between the Parties, the following is hereby agreed:

**Notice.**

- Prior to a general announcement to faculty regarding the addition of professional development, meeting, or training, required to be attended by all faculty, the College shall provide a minimum of seven (7) calendar days notice to the Association. During the initial notice period, the Association shall have those same seven (7) calendar days to provide input on the topic or meeting agenda.
  - After those seven (7) calendar days have lapsed, or sooner by mutual agreement of the Parties, the College retains full and exclusive right to announce the convening and establish the agenda. It is understood that should an emergent matter compel a convening with less notice, the nature of the emergency and announced meeting or training shall be communicated with the Association as soon as practicable.
- The general announcement to faculty regarding the addition of professional development, meeting, or training, shall provide a minimum of 30 calendar days notice. It is understood that should an emergent matter compel a convening with less notice, the nature of the emergency and announced meeting or training shall be communicated with the Association as soon as practicable.

**Voluntary attendance.**

- It is understood and agreed by the Parties that attendance at faculty meetings, trainings, and professional development beyond the two (2) contractual days (unless the professional days language in the contract is modified) is voluntary. Faculty members who are unable to attend as a consequence of a conflict shall advise their immediate supervisor in writing that they are unable to attend in advance of the meeting. If there is a professional conflict preventing attendance at the announced faculty meeting, training, or professional development beyond the two (2) contractual days, the professional conflict shall take priority, and non-attendance shall not be held against the faculty member.

- Faculty members are not required to use accrued personal leave for noncompulsory meetings.
- It is understood that while attendance is not mandatory, non-participation may be reflected in employee performance and/or the next employee evaluation.

**Impact Bargaining.**

- College acknowledges the Association's right of exclusive representation and will honor any demand to bargain over the impact of an announced faculty meeting, training, or professional development consistent with state law.


**Dispute Resolution.**


- Any dispute arising from an announced faculty meeting, training, or professional development beyond the two (2) contractual days shall be subject to the contractual grievance process for resolution.

**Pending Arbitration**

- The pending arbitration AR-2024-041 shall be withdrawn with prejudice.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to resolve impact negotiations.

 11/20/23  
Dee McAree, On behalf of the Association

 11/20/2023  
Karen VanDerhoof, On behalf of the College