

**Agreed Revisions To Existing Contract Articles Between Union County College and the
Union County College Chapter of A.A.U.P.**

Article I. Definitions

F. Current

“Academic Officers” means the President, Academic Vice President, Director of Libraries, Provosts, and ~~Assistant~~ Vice-Presidents for Academic Affairs or others carrying similar titles to whom the Board has delegated academic responsibilities.

F. As revised

“Academic Officers” means the President, Academic Vice President, Director of Libraries, Provosts, and [Associate] Vice-Presidents for Academic Affairs or others carrying similar titles to whom the Board has delegated academic responsibilities.

S. Current

“Non-tenure track appointment” means a three-year appointment as defined in Article XI (Faculty Appointments), Section 3c. A “replacement appointment” is an appointment for the purpose of replacing a full-time faculty member who is on leave for a period not to exceed one academic year as specified in Article XI (Faculty Appointments), Section 3b.

S. As Revised

“Non-tenure track appointment” means a three year appointment as defined in Article XI (Faculty Appointments), Section C3c. A “replacement appointment” is an appointment for the purpose of replacing a full-time faculty member who is on leave for a period not to exceed one academic year as specified in Article XI (Faculty Appointment), Section [C]3b.

W. Current

~~Distance Learning. The term “distance learning” refers to a method of instruction, either synchronous or asynchronous, which links any Union County College campus or location to one another and/or to any remote facilities or facilities located at off-campus locations including, but not limited to, other colleges, high schools, vocational schools, trade schools, corporations, companies, independent instructional entities and consortia, local, national, or international. These locations may be linked utilizing technological methods of instruction which may include, but are not limited to, fiber-optics transmission, use of satellites, ISDN, cable TV, microwave transmission, modem transmission, computer network, and e-mail.~~

W. As revised

“Distance Learning” [means] a method of instruction, either synchronous or asynchronous, [designed to deliver education to students who are not physically on-site. Faculty and students communicate through the use of electronic media such as email, threaded discussion, online submissions, or other Web-based methods. A distance education course that does not require any physical on-site presence shall be considered an online course of study. An online course may require proctored examinations. A distance education course that requires a physical on-site presence for any reason on a specific day and time shall be considered a blended course of study. Online and blended courses will adhere to the same semester dates as posted on the official Union County College Calendar.]

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Article IX. Work of the Faculty

C1 – Current

Consistent with the terms of this agreement, where it is necessary for the fulfillment of instructional requirements, the full-time faculty and full-time members of the Professional Library staff may be supplemented by competent part-time teachers or Library staff members serving under the supervision of full-time faculty and ~~Professional staff~~. In appropriate circumstances temporary full-time faculty members may also be assigned by the College in accordance with the provisions of Article XI (Faculty Appointments).

C 1. As revised

Consistent with the terms of this agreement, where it is necessary for the fulfillment of instructional requirements, the full-time faculty and full-time members of the Professional Library staff may be supplemented by competent part-time teachers or Library staff members serving under the supervision of full-time faculty and [**Director of Libraries**]. In appropriate circumstances temporary full-time faculty members may also be assigned by the College in accordance with the provisions of Article XI (Faculty Appointments).

Article X. – Add language:

The combined total of courses taught by part-time members of the instructional staff within a department or across multiple disciplines in any semester, including late start courses and UCC 101, shall not exceed fourteen (14) credits or contact hours. Non-credit continuing education, non-credit IBI, CEWD, Life Center, and Project Inside courses shall not be included in the calculation of the combined total. Credits resulting from an emergency assignment once an academic semester has begun will also be excluded from counting toward the fourteen credit limit. All such exclusions require the express written permission of the department chair, AAUP chapter president, and Academic Vice President. In the event of department chair error, credits resulting from such error shall be excluded from counting towards the fourteen (14) credit limit.

Article XI.

C.3. Current

Faculty appointed to non-tenure track contracts may be appointed for a maximum of three years. By the end of the third year of employment, ~~the College must either offer a terminal one year appointment to the faculty member or place the faculty member on a tenure track.~~ Faculty and librarians who receive a multi-year contract under these conditions shall be evaluated annually for reappointment as are all other non-tenured full-time faculty and librarians. If a tenure-track position becomes available in an academic department, replacement faculty and non-tenure track faculty in that academic department will be evaluated by the Department Evaluation Committee as specified in Article XI.A.3.a. as a candidate to fill said position prior to the conduct of an external search. Non-tenure track faculty and replacement faculty hired for tenure-track positions shall be given credit for prior years of service at the College.

C.3. As revised

Faculty appointed to non-tenure track contracts may be appointed for a maximum of three years. By the end of the third year of employment, [**the College must either grant the faculty member a tenure-track appointment, or:**

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- (1) where the Peer Evaluation Committee recommends reappointment but a tenure-track appointment is not granted by the Board, offer the faculty member a terminal one year appointment for the succeeding academic (calendar) year;**
- (2) where the Peer Evaluation Committee does not recommend reappointment and reappointment is not granted by the Board, the College need not offer the faculty member a terminal one year appointment.]**

Faculty and librarians who receive a multi-year contract under these conditions shall be evaluated annually for reappointment as are all other non-tenured full-time faculty and librarians. If a tenure-track position becomes available in an academic department, replacement faculty and non-tenure track faculty in that academic department will be evaluated by the Department Evaluation Committee as specified in Article XI.A.3.a. as a candidate to fill said position prior to the conduct of an external search. Non-tenure track faculty members, including non-tenure track replacement faculty, who are granted tenure-track appointments shall be given up to three years of College service credit for the length of their most recent continuous service under their non-tenure track faculty contracts.

Article XII. Faculty Reappointments and Promotions

A.1.b. – Current

Between September 1 and September 20, faculty members desiring consideration for promotion, providing they meet the length of service requirements in Article XIII, shall submit a letter to the Academic Vice President requesting consideration for promotion. All, and only, faculty members who submit such letters shall be considered for promotion.

A. 1. b. As revised:

Between September 1 and September 20, faculty members desiring consideration for promotion, providing they meet the length of service requirements in Article XIII, shall submit a letter to the Academic Vice President requesting consideration for promotion. All, and only, faculty members who submit such letters shall be considered for promotion. **[It is the responsibility of the faculty member seeking promotion to obtain acknowledgement of receipt from the Academic Vice President or his/her designee.]**

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Article XII Faculty Reappointments and Promotions

A.6.d. – Current

Within ten (10) days of its decision to review a case, the Faculty Appeals Committee shall conduct the review and render its decision. The Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee of its decision in writing and shall provide the faculty member and the Chairperson of the Peer Evaluation Committee with a statement or reasons in support of its decision. ~~If the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee shall supersede the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee.~~

A. 6. d. As revised

Within ten (10) days of its decision to review a case, the Faculty Appeals Committee shall conduct the review and render its decision. The Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee of its decision in writing and shall provide the faculty member and the Chairperson of the Peer Evaluation Committee with a statement or reasons in support of its decision. The Faculty Appeals Committee shall supersede the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee.

Article XII. Faculty Reappointments and Promotions

A.9.a. – Current

In the event the Board approves the final recommendation of the appropriate faculty committee in a case involving reappointment and/or promotion, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agents, ~~servants~~ or employees, or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, ~~servants~~, or employees.

A. 9. a. As revised:

In the event the Board approves the final recommendation of the appropriate faculty committee in a case involving reappointment and/or promotion, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agents, employees, or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, or employees.

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Article XII. Faculty Reappointments and Promotions

D. Execution of Board Rights – Current

The notice requirements of Parts B and C of this Article shall be deemed waived in the event that the notice provisions of Part A, Section 8 of this Article are not met because of the failure of the appropriate faculty committee to send a timely decision to the President. In the event the appropriate faculty committee does not send its decision to the President within ninety (90) days of the dates specified in part A, Section 8 of this Article, the Board shall act unilaterally on the reappointment and/or promotion and the Board's decision shall be final and binding and the faculty member shall have no right or remedy against the Board, its ~~servants~~ or employees, or the Chapter. The chapter shall have no right against the Board, its agents, ~~servants~~, or employees.

D. Execution of Board Rights, As revised:

The notice requirements of Parts B and C of this Article shall be deemed waived in the event that the notice provisions of Part A, Section 8 of this Article are not met because of the failure of the appropriate faculty committee to send a timely decision to the President. In the event the appropriate faculty committee does not send its decision to the President within ninety (90) days of the dates specified in part A, Section 8 of this Article, the Board shall act unilaterally on the reappointment and/or promotion and the Board's decision shall be final and binding and the faculty member shall have no right or remedy against the Board, its employees, or the Chapter. The chapter shall have no right against the Board, its agents or employees.

Article XIII – Professional Development

B.5.a.4) Criteria for Reappointment and Promotion - Current

Tenured Associate Professors (Associate Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for promotion to the rank of Professor without meeting the criteria specified in Part B. Section 5.a.(3) of this Article. Tenured Assistant Professors (Assistant Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for promotion to the rank of Associate Professor without meeting the criteria specified in Part B. Section 5.a.(3) of this Article.

Article XIII – Professional Development

B.5.a.4) Criteria for Reappointment and Promotion, As revised:

Tenured Associate Professors (Associate Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for promotion to the rank of Professor (**Librarian**) without meeting the criteria specified in Part B. Section 5.a.(3) of this Article. Tenured Assistant Professors (Assistant Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for promotion to the rank of Associate Professor [**Associate Librarian**] without meeting the criteria specified in Part B. Section 5.a.(3) of this Article.

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B.5.b.(3) – Current

b. The criteria for promotion to and reappointment in the rank of Senior Professor or Senior Librarian are:

(3) demonstrated professional maturity through the attainment of an earned Doctorate.

B.5.B. (3) As revised:

(3) demonstrated professional maturity through the attainment of an earned Doctorate [**or a degree that is considered a terminal degree, such as an MFA for Studio Arts. Final determination will be made by the Academic Vice President**].

Lettering Change:

C. Material of Evaluation to become:

7. Material of Evaluation.

Subsequent paragraph designations within the existing “C. Material of Evaluations” to be adjusted accordingly and subsequent alpha designations of D, E, and F in Article XIII are to be changed to C, D and E, respectively.

Article XIII – Professional Development – Current

~~D. Process for the Evaluation of Tenured Faculty Members~~

As Revised

C. Process for Post Tenure Review

**d. Post tenure review must be sent to the Academic Vice President for final action.
Unsatisfactory review may result in reevaluation in two years.**

E. Post Tenure File – Current

Since the materials for the evaluation (listed in Article XIII.D., section 2 of this Agreement) of tenured faculty are different from those used for reappointment and promotion, a separate Post Tenure Review File (PTRF), containing materials collected since the last post-tenure evaluation should be produced and maintained by each faculty member for the sole purpose of post-tenure review. This file will be kept with the Faculty Record file in ~~the office of the Vice President of Academic Affairs or his/her designee~~ but clearly identified as the only file to be used for Post Tenure Review. This Post Tenure Review File (PTRF) and the Faculty Record File will be separate files and if material is appropriate for both it should be duplicated by the faculty member at the time of placement.

As Revised:

D. — Post Tenure File

Since the materials for the evaluation (listed in Article XIII.D., section 2 of this Agreement) of tenured faculty are different from those used for reappointment and promotion, a separate Post Tenure Review File (PTRF), containing materials collected since the last post-tenure evaluation should be produced and maintained by each faculty member for the sole purpose of post-tenure review. This file will be kept with the Faculty Record file in [**an area designated by the Academic Vice President and maintained under secure conditions**] but clearly identified as the only file to be used for Post Tenure Review. This Post Tenure Review File (PTRF) and the

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Faculty Record File will be separate files and if material is appropriate for both it should be duplicated by the faculty member at the time of placement.

F. Notifications and Deadlines – Current

8. By March 15, the Tenured Faculty Review Committee shall forward its recommendations to the faculty member and the ~~appropriate academic officer~~ for review.
9. By April 30, the ~~appropriate academic officer~~ will forward his/her evaluation, to the faculty member and to the appropriate department chairperson.

E. Notifications and Deadlines As Revised:

8. By March 15, the Tenured Faculty Review Committee shall forward its recommendations to the faculty member and the **[Academic Vice President]** for review.
9. By April 30, the **[Academic Vice President]** will forward his/her evaluation, to the faculty member and to the appropriate department chairperson.

Article XIV Faculty Record File - Current

- A. A Record File shall be maintained for each faculty member in ~~the office of the Academic Vice President or the office of the appropriate Academic Officer.~~

A. As revised

- A. A record file shall be maintained for each faculty member in **an area designated by the Academic Vice President and maintained under secure conditions.**

Article XIX Powers and Organization of the Faculty

A.1.b. - Current

The advice of the faculty will be solicited by the President or his or her designee with respect to all decisions in the areas stated in part A.1.a. of this Article prior to making the decision.

A.1b. As Revised

The advice of the faculty will be solicited by the President or his or her designee with respect to all decisions in the areas stated in part A.1.a. of this Article prior to making the decision. **[In the spirit of collegiality, the College recognizes the importance of faculty participation in employment searches related to the learning environment.]**

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Article XX Departments

K.1. – Current

When both the Academic Vice President and the Department Chairperson agree that, in order to carry out academic responsibilities in a department, such as scheduling of courses, laboratories and clinics in multi-disciplinary departments, supervising instruction, advising students in specific curricula, supervising students in clinical or field work placements, consulting with licensing agents or advisory boards, assisting the Chairperson in the performance of his/her duties, or carrying out other assignments necessary for the functioning of the Department, the appointment of a Departmental Coordinator ~~or Director~~ is necessary, the Academic Vice President may authorize the appointment of a Coordinator ~~or a Director~~.

K1, As revised

When both the Academic Vice President and the Department Chairperson agree that, in order to carry out academic responsibilities in a department, such as scheduling of courses, laboratories and clinics in multi-disciplinary departments, supervising instruction, advising students in specific curricula, supervising students in clinical or field work placements, consulting with licensing agents or advisory boards, assisting the Chairperson in the performance of his/her duties, or carrying out other assignments necessary for the functioning of the Department, the appointment of a Departmental Coordinator is necessary, the Academic Vice President may authorize the appointment of a Coordinator.

K.6. Current

~~On July 1, 1998, or when the incumbent as of July 1, 1997 resigns the appointment, the following appointments administratively report to the departments indicated below:~~

- ~~Director of Computer Science Programs: Business~~
- ~~Director of Theatrical Programs: English/Fine Arts/Modern Languages~~
- ~~Director of Tomasulo Art Gallery: English/Fine Arts/Modern Languages~~
- ~~Director of Gerontology Programs: Psychology/Sociology~~
- ~~Coordinator of Fire Science Programs: Business~~

K6, As revised

[Persons in charge of academic programs or areas and reporting to department chairpersons shall be referred to as coordinators, except for those positions that require another title for external relations.]

K.7. Current

~~The following positions administratively report to the Vice President for Academic Affairs:~~

- ~~Director of the Adjunct Institute~~
- ~~Director of Transfer/Articulation~~
- ~~Director of the Honors Program~~
- ~~Coordinator of the Weekend College~~
- ~~Coordinator of Distance Learning~~
- ~~Coordinator of the First Year Seminar~~
- ~~Director of the LIFE Center~~
- ~~Director of Project Inside~~
- ~~Director of Tech/Prep~~

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~~Director of the Theater Project~~

K 7, As Revised:

Paragraph K7 deleted in its entirety.

Article XXI

D. Overload Compensation – Current

A faculty member who is entitled to overload compensation as defined in Article XXIX of this Agreement shall be compensated for each three (3 credit) or equivalent contact hours of overload at the rate of ~~\$2400~~ during the ~~2006-2007~~ academic year, at the rate of \$2450 for the ~~2007-2008~~ academic year, and at the rate of ~~\$2500~~ during the ~~2008-2009~~ academic year. Overload compensation shall be paid in four (4) equal installments on the last day of October, November, December, and January for the fall semester and on the last day of February, March, April, and May for the spring semester. No overload shall be due or payable unless the faculty member teaches at least fifteen (15) credit/contact hours in a given semester.

D. Overload Compensation – As revised

\$2,800 - 2009-2010 academic year

\$2,950 - 2010-2011 academic year

\$3,100 - 2011-2012 academic year

E. Summer Compensation – Current

For the ~~2007~~ summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of ~~\$2400~~. Effective the ~~2008~~ summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of \$2450. Effective the ~~2009~~ summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of ~~\$2500~~.

E. Summer Compensation - Revised

\$2,800 for the 2010 summer session

\$2,950 for the 2011 summer session

\$3,100 for the 2012 summer session

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F. Other Compensation 2.b. - Current

A course that a faculty member agrees to teach on a per student basis or independent study shall be reimbursed at the rate of \$50 per credit hour or equivalent contact hour for each student enrolled or at a rate of \$100 per student, whichever is higher. If a course a faculty member agrees to teach on a per student basis reaches an enrollment of twelve or more students by the last day of registration, the faculty member will be paid at the standard payment rate. If the course does not reach an enrollment of twelve or more students by the last day of registration, the faculty member will be paid on a per student basis for the number of students that were in the class on the tenth day of enrollment, which is the tenth day of classes, excluding weekends and holidays. For summer and other sessions, a prorated point in time shall be used, based upon the duration of the session.

F. Other Compensation 2.b. – As revised

A course... at the rate of **\$100** per credit hour or equivalent contact hour for each student enrolled or at a rate of **\$200** per student, whichever is higher...

F.3. – Current

In the event the maximum teaching load of a faculty member, as defined in Article XXIX, Part A, Section 5.a. is exceeded, a faculty member shall be compensated in the amount of ~~one hundred ten dollars (\$110) during the 2006-2007 academic year, one hundred twenty dollars (\$120) during the 2007-2008 academic year, and one hundred thirty dollars (\$130) during the 2008-2009 academic year~~ for each student above the maximum.

F. 3. – As revised

In the event the maximum teaching load ...
one hundred forty dollars (\$140) during the 2009-2010 academic year,
one hundred fifty dollars (\$150) during the 2010-2011 academic year,
one hundred sixty dollars (\$160) during the 2011-2012 academic year for each student above the maximum.

Article XXVII. B. 1. Paid Leaves of Absence Without Pay - Current

... Maternity leaves shall be considered as service under the meaning of Article XIII, Part A, Section 1., a., b., c., ~~and d.~~, and as service toward tenure and/or seniority. Other terms and conditions of such leave shall be governed by Part B. of this Article.

Article XXVII. B. 1. Paid Leaves of Absence Without Pay – Revised

... Maternity leaves shall be considered as service under the meaning of Article XIII, Part A, Section 1., a., b., [and] c., ~~and d.~~, and as service toward tenure and/or seniority. Other terms and conditions of such leave shall be governed by Part B. of this Article.

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Article XXVII. B. Other Leaves of Absence - Current

2. Such leaves of absence without pay shall not be considered as service within the meaning of Article XIII, A.1., a., b., c., d., nor as service toward tenure and/or seniority unless otherwise agreed to by the Board and the Chapter.

€-Continuation of benefits during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation.

Article XXVII. B. Other Leaves of Absence - Revised

2. Such leaves of absence without pay shall not be considered as service within the meaning of Article XIII, A.1., a., b., c., nor as service toward tenure and/or seniority unless otherwise agreed to by the Board and the Chapter **[or unless the leave of absence is for study and research, pursuit of an advanced degree or for creative work in their discipline. However, in no event shall a leave of absence during the faculty member's fifth year provide service credit toward tenure for that year.]**

[C. Immediately upon return from a leave of absence the faculty member shall receive any increase otherwise due for the current year.]

€- **[D.]**Continuation of benefits during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation

Article XXIX Faculty Workload

A1c.3 Current

The Chairperson of the Faculty shall have his or her teaching load reduced by ~~three (3) credit~~ or equivalent contact hours each semester. The Chairperson of the Peer Evaluation Committee, the Chairperson of the Curriculum Committee, the Chairperson of the Professional Development Committee, and the President of the Union County College AAUP shall have their teaching loads reduced by three (3) credits or equivalent contact hours each semester.

A1c.3, As Revised

The Chairperson of the Faculty shall have his or her teaching load reduced by **[four (4) credits]** or equivalent contact hours each Fall and Spring semester **[and two (2) credits during the first summer session]**. The Chairperson of the Peer Evaluation Committee, the Chairperson of the Curriculum Committee, the Chairperson of the Professional Development Committee, and the President of the Union County College AAUP shall have their teaching loads reduced by three (3) credits or equivalent contact hours each semester.

A1c.7, Current

First paragraph, unchanged. Second paragraph:

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester and receives overload compensation for additional or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation.

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A1c.7, Revised

First paragraph, unchanged. Second paragraph:

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester and receives overload compensation for additional or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation. **[An exception shall be made in the case of a faculty member teaching in a specialized discipline where there are no other faculty credentialed to teach the course(s). The Department Chair and Academic Vice President must approve the exception.]**

Article XXIX Faculty Workload

A1d, Current

During the Fall, Spring, Winter, or Late-Start semesters, a full-time member of the instructional staff may, in lieu of compensation specified in Article XXI (Compensation), Part D, of this Agreement, agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his or her teaching load in the following Spring or Fall semester is similarly reduced from fifteen (15) credit or equivalent contact hours or if he/she is compensated at the overload rate specified in Article XXI (Compensation), Part D, of this Agreement. Courses taught during Late-Start may be compensated as overload or may be applied to the normal fifteen (15) credit hour assignment in the subsequent semester. Winter semesters will be compensated as overload only, except that one Winter Session course may be applied to the normal fifteen (15) credit hour assignment in the Spring Semester immediately following. Banked credits may only be carried to the subsequent semester. Credits cannot be banked into the Summer or Winter Session. Up to two Summer Session courses may be banked into the subsequent semester. There shall be no borrowing of future courses to be taught towards a current assignment. Such an arrangement of deferred assignment must have prior approval of the Department Chairperson and the Vice President for Academic Affairs. A faculty member may not reduce his/her teaching load by more than two courses under this provision.

A1d, As revised

During the Fall, Spring, Winter, or Late-Start semesters, a full-time member of the instructional staff may, in lieu of compensation specified in Article XXI (Compensation), Part D, of this Agreement, agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his or her teaching load in the following Spring or Fall semester is similarly reduced from fifteen (15) credit or equivalent contact hours or if he/she is compensated at the overload rate specified in Article XXI (Compensation), Part D, of this Agreement. Courses taught during Late-Start may be compensated as overload or may be applied to the normal fifteen (15) credit hour assignment in the subsequent semester. Winter semesters will be compensated as overload only, except that one Winter Session course may be applied to the normal fifteen (15) credit hour assignment in the Spring Semester immediately following. Banked credits may only be carried to the subsequent semester **[(to the extent permitted by IRS regulations)]**. Credits cannot be banked into the Summer or Winter Session. Up to two Summer Session courses may be banked into the subsequent semester. There shall be no borrowing of future courses to be taught towards a current assignment. Such an arrangement of deferred assignment must have prior approval of the Department Chairperson and the Vice President for Academic Affairs. A faculty member

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may not reduce his/her teaching load by more than two courses under this provision. **[Faculty must notify their Department Chair prior to the beginning of the semester of their intent to bank hours for that semester, or their intent to utilize hours previously banked, during the upcoming semester. The Academic Vice President and the Human Resources Department must be notified by the Department Chair of faculty banking requests by June 1 for the Fall semester, November 1 for the Winter Session, December 1 for the Spring semester, and April 1 for the summer Sessions in order to have sufficient time to review such requests.]**

A1g, New Insertion

[UCC 101 will be compensated as an overload course, unless the Department Chair and Academic Vice President agree otherwise.]

A4c(4) – Current

Any faculty member who agrees to teach a course utilizing distance learning technology for the first time shall be given a course reduction equal to the number of credits or equivalent contact hours in the course in the semester prior to the offering of the course, in order to properly prepare for the course, and an additional reduced load equal to the number of credits or equivalent contact hours in the course during the first semester s/he teaches the course. If a faculty member subsequently chooses to teach additional courses utilizing distance technology, he/she shall receive the number of credit or equivalent contact hours in the course in the semester prior to the offering of the course. If a faculty member agrees to accept these course reductions, the individual faculty member will agree to teach two additional sections of the course over the next three semesters. If a faculty member refuses to teach the additional sections in accordance with the statement above (i.e., two additional sections of the course over the next three semesters), he/she must reimburse the College for the reductions received at the overload rate or the appropriate proportion thereof. However, if for academic, financial, or other reasons it is deemed after the course has been taught for the first time that it is not viable to teach it again utilizing this methodology by the Vice President of Academic Affairs and the faculty member involved, the faculty member shall not be held liable for the above requirements or reimbursements.

A4c(4) – As revised

Any faculty member who agrees to teach a course utilizing distance learning technology for the first time shall be given a course reduction equal to the number of credits or equivalent contact hours in the course in the semester prior to the offering of the course, in order to properly prepare for the course, and an additional reduced load equal to the number of credits or equivalent contact hours in the course during the first semester s/he teaches the course. If a faculty member subsequently chooses to teach **[an]** additional course utilizing distance technology, he/she shall receive the number of credit or equivalent contact hours in the course in the semester prior to the offering of the course. **[Additional courses, up to five (5) shall be compensated at one-half (1/2) the number of credits or equivalent contact hours in the semester prior to the offering of a course.** If a faculty member agrees to accept these course reductions, the individual faculty member will agree to teach two additional sections of the course over the next three semesters. If a faculty member refuses to teach the additional sections in accordance with the statement above

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(i.e., two additional sections of the course over the next three semesters), he/she must reimburse the College for the reductions received at the overload rate or the appropriate proportion thereof. However, if for academic, financial, or other reasons it is deemed after the course has been taught for the first time that it is not viable to teach it again utilizing this methodology by the Vice President of Academic Affairs and the faculty member involved, the faculty member shall not be held liable for the above requirements or reimbursements. **[When the College changes the Learning Management System, the faculty member may elect to receive extensive assistance beyond the required training from the Distance Education Department or alternatively the faculty member will receive a stipend of \$2,000 per course migrated to the new LMS.]**

Article XXIX Faculty Workload

A5a. – Current

The nominal class teaching load limits for faculty members shall apply to all courses taught during the academic year and summer sessions and shall be:

- (1) twenty-two (22) in developmental classes, modern language conversation classes and interpreter for the deaf classes with practice laboratories and developmental laboratories.
- (2) twenty-six (26) in English composition and speech classes, modern language classes, and fine arts studio classes.
- (3) thirty-two (32) in all other classes except large lecture classes.
- (4) seventy-five (75) in large lecture classes. Such large lecture classes shall receive double credit toward a faculty member's teaching load ~~except that the load limit for large lecture classes with science laboratories shall be forty-eight (48)~~. Moved to (5) and change others item numbers accordingly
- (5)
- (6) twenty-four (24) in laboratories; twenty (20) in chemistry laboratories, except in Chemistry, (CHE 211 and CHE 212) where the limit shall be 16.
- (7) twenty-one (21) in online courses with a limit dependent on any required on-campus laboratory which is part of the course.
- (8) thirty-two (32) in telecourses except for those telecourses which require an on-campus laboratory, the size of the seating in the laboratory to be the determinant. ~~Campus-Web courses shall have the same limits as their counterparts in items (1) through (5) with a limit dependent on any required on-campus laboratory which is part of the course.~~
- (9) twenty-five (25) in UCC 101 courses

A5.a. – As Revised

- a. The nominal class teaching load limits for faculty members shall apply to all courses taught during the academic year and summer sessions and shall be:
 - (1) twenty-two (22) in developmental classes, modern language conversation classes and interpreter for the deaf classes with practice laboratories and developmental laboratories.
 - (2) twenty-six (26) in English composition and speech classes, modern language classes, and fine arts studio classes.
 - (3) thirty-two (32) in all other classes except large lecture classes.
 - (4) seventy-five (75) in large lecture classes. Such large lecture classes shall receive double credit toward a faculty member's teaching load.

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(5) The load limit for large lecture classes with science laboratories shall be forty-eight (48).

(6) twenty-four (24) in laboratories; twenty (20) in chemistry laboratories, except in Chemistry, (CHE 211 and CHE 212) where the limit shall be 16.

(7) twenty-one (21) in online courses with a limit dependent on any required on-campus laboratory which is part of the course.

(8) thirty-two (32) in telecourses except for those telecourses which require an on-campus laboratory, the size of the seating in the laboratory to be the determinant. **[Blended] courses shall have the same limit as their counterpart in [item 7 unless they are further limited by]** any required on-campus laboratory which is part of the course.

(9) twenty-five (25) in UCC 101 courses

(10) twenty-four (24) in EDU courses

A5b(2) - Current

Calculation of student overages shall be on the basis of the number of students officially registered in classes immediately following the ~~last date of official withdrawal~~.

A5b(2). As revised

Calculation of student overages shall be on the basis of the number of students officially registered in classes immediately following the **[tenth (10th) day of class]**.

A5b(3) - Current

No courses shall be canceled without direct consultation with the Department Chairperson. Each Department Chairperson may run one low-enrollment course (under twelve (12) students) for each eighteen (18) sections scheduled in the Department. Regardless of the number of sections scheduled within a department, the following low-enrollment courses shall not be canceled, unless the Department Chairperson agrees to the cancellation:

- i) New courses, including ~~telecourses~~, for four (4) semesters;
- ii) Any courses needed for graduation;
- iii) Courses not needed for graduation, providing that the courses have not run for three (3) semesters due to low enrollment.

A5b(3), As Revised:

No courses shall be canceled without direct consultation with the Department Chairperson. Each Department Chairperson may run one low-enrollment course (under twelve (12) students) for each eighteen (18) sections that run in the Department with an enrollment of at least twelve (12) students. **[For the fall semester the preceding fall will be used to determine the number of low enrollment exemptions; and, for the spring semester the preceding spring will be used to determine the number of low enrollment exemptions: Fall to Fall and Spring to Spring. The program starts in Spring 2010.]** Regardless of the number of sections scheduled within a department, the following low-enrollment courses shall not be canceled, unless the Department Chairperson agrees to the cancellation.

- i) New courses, including all distance education modalities, for four (4) semesters;

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- ii) Any courses needed for graduation;
- iii) Courses not needed for graduation, providing that the courses have not run for three (3) semesters due to low enrollment.

G. – Current

Three hours of overload payment or released time for each of the two semesters preceding completion of a comprehensive self-study by a specialized accrediting agency shall be made available to the chair, coordinator, or designated faculty of the program. Distribution of the overload hours or released time will be assigned by the appropriate academic officer, in consultation with the program coordinator and department chair.

G. As revised:

Three hours of overload payment or released **time** for each of the two semesters preceding completion of a comprehensive self-study by a specialized accrediting agency shall be made available to the chair, the coordinator, or designated faculty of the program. Distribution of the overload hours or released time will be assigned by the appropriate academic officer, in consultation with the program coordinator and department chair.

H. – Current

~~Full time faculty members required to teach courses in practical nursing or respiratory therapy during the summer session shall receive 1.3 times their academic year salary for such an assignment or be compensated at the summer rate stated in Section F of this Article, whichever is higher. It is understood and agreed that all credit or equivalent credit hours taught beyond fifteen (15) in either of these disciplines during the summer session shall be paid at the summer rate. Selection of faculty to teach such courses during the summer session shall be determined by seniority.~~

H. - Revised

[The Licensed Practical Nursing faculty contract will be in effect for an eleven month period, from September 1st to July 31st of each academic year. The total number of credit hours required during this time is forty credits (40) or an equivalent of 600 contact hours (classroom and clinical instruction.) Contact hours may be achieved through day, evening, and/or weekend class offerings.

Salaries for present incumbent faculty were pro-rated for the 2008-2009 academic year to reflect the additional two months of work required. This additional salary will remain with the faculty member as long as s/he continues to teach in this (11) eleven month program. Faculty will be paid twice each month (24) pay periods from September through August. New faculty members will be hired based on a pay range that pro-rates the standard (9) nine month ranges to reflect the additional two months of work.]

I. – Add Language

[Faculty members hired to work in the Magnet High School also work for an additional two months beyond the requirements of the standard (9) months established under this

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agreement. Faculty members will be paid according to a pay range pro-rated to reflect the eleven month work year.]

XXXIII. General Working Conditions

H. - Current

Each faculty member shall be provided at the campus at which s/he performs his/her primary teaching function a suitably equipped office space and the necessary supplies for his/her work. All Department Chairpersons shall be provided with single offices. ~~Every effort shall be made to provide at least one computer in each faculty office.~~

H. - As revised

Each faculty member shall be provided at the campus at which s/he performs his/her primary teaching function a suitably equipped office space and the necessary supplies for his/her work. All Department Chairpersons shall be provided with single offices [**Each faculty member shall be provided with one computer in their office space.**]

I.3. - Current

Requests for compensation shall be made on standard forms for travel reimbursement at the end of each semester, with the amounts computed based on the dates of actual travel and the distances as listed below. Reimbursement for travel to or from locations not listed below shall be base on actual distance traversed.

Standard Distances:

Cranford to Elizabeth	6 miles
Cranford to Plainfield	7 miles
Cranford to Muhlenberg Regional Medical Center	7 miles
Cranford to Elizabeth General Medical Center	6 miles
Elizabeth to Plainfield	13 miles
Elizabeth to Elizabeth General Medical Center	.5 miles
Plainfield to Muhlenberg Regional Medical Center	1.8 miles
Plainfield to Elizabeth General Medical Center	14 miles
Muhlenberg Regional Medical Center to Elizabeth General Medical Center	17 miles

I.3. - As revised

Requests for compensation shall be made on standard forms for travel reimbursement at the end of each semester, with the amounts computed based on the dates of actual travel and the distances as listed below. Reimbursement for travel to or from locations not listed below shall be base on actual distance traversed.

Standard Distances:

Cranford to Elizabeth	6 miles
Cranford to Plainfield	7 miles
Cranford to [Harold B. and Dorothy A. Snyder School of Nursing (Muhlenberg)]	7 miles
Cranford to [Trinitas Regional] Medical Center	6 miles
Elizabeth to Plainfield	13 miles
Elizabeth to [Trinitas Regional] Medical Center	.5 miles

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Plainfield to Muhlenberg	1.8 miles
Plainfield to [Trinitas Regional] Medical Center	14 miles
Muhlenberg to [Trinitas Regional] Medical Center	17 miles

Article XXI. A.4. - Current

~~Faculty salaries that reach the level of \$115,000 as of May 31, 2007, \$122,000 as of May 31, 2008, and \$129,000 as of May 31, 2009, shall be capped with the exception of those individuals who have already achieved this level as of 1994. Faculty members who reach this level shall receive either a COLA increase, based on the mutually accepted index of inflation, or the negotiated increase, whichever is lower. This provision shall be implemented only if a similar policy is implemented for all non-hourly employees of the College and this is verified in writing, specifying the details to the President of the Union County College Chapter of A.A.U.P. by the President of the College.~~

Article XXI. A.4. – As revised

Delete entire A.4; renumber remaining items.

ARTICLE XXII.A. - Current

The College agrees to pay during the term of this contract the insurance premiums for:

1. Full-time members of the faculty covered by this Agreement and their eligible dependents; they will be insured by the New Jersey State Health Benefits Program consisting of Basic and Major Medical coverage. (see Appendix A).
2. Benefits provided for retired employees under the expired AAUP or NJEA collective bargaining agreement shall be continued for those retired employees presently receiving such benefits, if permitted by State law and regulations.
3.
 - a. Existing dental plan shall remain in place for the duration of the Agreement. For the 2000-2001 academic year, any increase in the dental premium as established on July 1, 1998, which is \$41.93 monthly, shall be paid by the employee. Employees moving between coverage levels shall only be required to pay the premium above the base coverage level in which they are enrolled. During the second and third year of the contract an employee will be obliged to pay 50 percent (50%) of any subsequent increase.
 - b. The College will reimburse individual faculty members the difference between the cost of a complete physical and/or dental services by a physician and/or dentist of the faculty member's choice and reimbursement for covered services from the New Jersey State Health Benefits Plan and/or the College Dental Plan. This reimbursement shall not exceed \$325. Cosmetic procedures will not qualify for reimbursement. Upon presentation of a receipt, the College will also reimburse individual faculty members up to \$150 for eyeglasses annually.

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- c. Existing Group Life and Long-Term Disability Insurance Benefits shall remain in place for the duration of the Agreement.

ARTICLE XXII. - Revised

[Health and Welfare benefits are provided as enumerated in this article for full-time members of the instructional and library staffs. Temporary members of the instructional staff and library staffs are not eligible for Health and Welfare benefits.

A.

The College agrees to provide for the following insurance benefits during the term of this Agreement for full-time members of the instructional and library staffs covered by this Agreement and their eligible dependents:

- 1. Health Benefits under the State of New Jersey State Health Benefits Program for Local Education Employees or succeeding State health benefit plan(s). Employees will share the cost of medical insurance premiums in the following amounts per payroll period, assuming a 12-month payroll schedule:**

i. Single coverage:	\$14.00
ii. Member & Spouse/Partner coverage:	\$32.00
iii. Family coverage:	\$36.00
iv. Parent & Child coverage:	\$20.00

Cost sharing of medical insurance premiums shall begin on the day cost sharing begins for the non-aligned employees of the College, with appropriate proration within the then current payroll period.

For those employees working on a schedule other than 12 months, the cost sharing reflected above will be calculated proportionately.

- 2. New full-time members of the instructional and library staffs shall be eligible for such plan coverage on the first day allowable under the applicable provisions of the New Jersey State Health Benefits Program for Local Education Employees.]**
- 3. Benefits provided for retired employees under the expired AAUP or NJEA collective bargaining agreement shall be continued for those retired employees presently receiving such benefits, if permitted by State law and regulations.
- 4.
 - a. Existing dental plan shall remain in place for the duration of the Agreement. For the 2000-2001 academic year, any increase in the dental premium as established on July 1, 1998, which is \$41.93 monthly, shall be paid by the employee. Employees moving between coverage levels shall only be required to pay the premium above the base coverage level in which they are enrolled. During the second and third year of the contract an employee will be obliged to pay 50 percent (50%) of any subsequent increase.
 - b. The College will reimburse individual faculty members the difference between the cost of a complete physical and/or dental services by a physician and/or dentist of the faculty member's choice and reimbursement for covered services from the New Jersey State Health Benefits Plan and/or the College Dental Plan. This reimbursement shall not exceed \$325. Cosmetic procedures will not qualify

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for reimbursement. Upon presentation of a receipt, the College will also reimburse individual faculty members up to **\$250** for eyeglasses and/or corrective contact lenses annually.

- c. Existing Group Life and Long-Term Disability Insurance Benefits shall remain in place for the duration of the Agreement.

K. 1. Current

Tuition Reimbursement shall be made under the following conditions:

1. Eligibility

- a. All full-time members of the faculty taking courses in accredited institutions towards the completion of a graduate degree in their academic discipline (~~or in library service for Librarians~~) or courses required as a prerequisite for relicensure or recertification in their discipline are eligible for such tuition reimbursement as defined further below.
- b. Reimbursement for such courses not directed toward a degree must be approved by the appropriate Academic Officer. ~~In the case of Librarians, such courses must be recommended by the Director of Libraries and approved by the Academic Vice President. In the event any faculty member disputes the Academic Officer's judgment, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.~~
- e. ~~Reimbursement for such courses not in a faculty member's discipline, or in the case of a Librarian, not in library service, must be approved by the appropriate Academic Officer (in the case of the faculty) and the Director of Libraries (for librarians). Such approval will be granted only if, in the judgment of those individuals, the taking of such courses is beneficial to the College. In the event a faculty member disputes an Academic Officer's judgment, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.~~
- d. In all cases involving individual courses which are part of an established and approved degree program, approval must be obtained prior to registration for such courses. In the case of degree programs, the first registration for courses in such a program also requires prior approval. ~~All full-time faculty members who had registered for (a) course(s) in an established and approved degree program prior to June 30, 1987, shall be deemed to have received prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.~~

An application for Tuition Reimbursement must be completed and submitted to the Vice President for Academic Affairs for approval prior to enrolling in the course or program. The completed application must be filed by the faculty member with the Human Resources Department no later than twenty days before the faculty member registers for classes in any academic semester. The Human Resources Department will provide the faculty member with a certification of receipt of application and will send a written response to the faculty member within ten days.

- e. In all cases, reimbursement will be made only for courses satisfactorily completed.
- f. A faculty member shall be eligible for tuition reimbursement only for courses beginning after the faculty member has completed one (1) academic year of service at the College.

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K.1. – As revised

Tuition Reimbursement shall be made under the following conditions:

1. Eligibility

- a. All full-time members of the faculty taking courses in accredited institutions towards the completion of a graduate degree in their academic discipline [**or a discipline deemed appropriate to their academic specialization by the Academic Vice President**] or courses required as a prerequisite for relicensure or recertification in their discipline are eligible for such tuition reimbursement as defined further below.
- b. Reimbursement for such courses not directed toward a degree [**or courses not in a faculty member's discipline**] must be approved by [**the Academic Vice President**].
- c. In all cases involving individual courses which are part of an established and approved degree program, approval must be obtained prior to registration for such courses. In the case of degree programs, only the first registration for courses in such a program requires prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.

An application for Tuition Reimbursement must be completed and submitted to the Vice President for Academic Affairs for approval prior to enrolling in the course or program. The completed application must be filed by the faculty member with the Human Resources Department no later than twenty days before the faculty member registers for classes in any academic semester. The Human Resources Department will provide the faculty member with a certification of receipt of application and will send a written response to the faculty member within ten days.

- d. In all cases, reimbursement will be made only for courses satisfactorily completed.
- e. A faculty member shall be eligible for tuition reimbursement only for courses beginning after the faculty member has completed one (1) academic year of service at the College.

K.3. Current

Budgeting for Tuition Reimbursement

The College agrees to include an amount for tuition reimbursement in its annual budgets.

K.3. As Revised

A full-time member of the faculty may receive payments totaling not more than **\$8,000** per academic year. **The total amount available for tuition reimbursement shall be capped at \$80,000 for the fiscal year ending June 30, 2010; \$85,000 for the fiscal year ending June 30, 2011; and \$90,000 for the fiscal year ending June 30, 2012.**

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ARTICLE XXI. Compensation

A. Instructional and Library Staff Salaries

1. **Effective September 1, 2009, each full time member of the instructional and library staffs covered by this Agreement who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester shall be entitle to a one-time payment of four hundred (\$400) dollars. Such payment shall not be considered to be part of the member's base salary, and no future increases shall be calculated using this amount in the base. Such payment shall be payable to the member at the earliest administratively convenient time, but in no event later than October 15, 2009.**
2. **Effective September 1, 2010, each full time member of the instructional and library staffs covered by this Agreement who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester shall be entitle to a one-time payment of two hundred (\$200) dollars. Such payment shall not be considered to be part of the member's base salary, and no future increases shall be calculated using this amount in the base. Such payment shall be payable to the member at the earliest administratively convenient time, but in no event later than September 15, 2010.**
3. 2009-2010
Effective September 1, 2009, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2009 semester) shall be increased by an amount equal **2.65** percent of the mean of their rank and **two** percent of their base salary as of the preceding May 31 payroll.
4. 2010-2011
Effective September 1, 2010, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2010 semester) shall be increased by an amount equal to **4.65** percent of the mean of their rank as of the preceding May 31 payroll.
5. 2011-2012
Effective September 1, 2011, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2011 semester) shall be increased by an amount equal to **4.65** percent of their base salary of the preceding May 31 payroll.

Minimums will increase by **4.65** percent each year..

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MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE
AND
THE UNION COUNTY COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

Article XX

The committee members shall be composed of members of the DCC, and shall also include an AAUP representative, and the Academic Vice President or his/her designees.

The intent is for Department Chairs to consider an addendum to the contract to reflect summer workload consistent with Article XX, G, H, I & J, as appropriate, and meeting student advisement needs.

Compensation to be considered is six (6) credits at overload rate.

Target completion date is March 31, 2010.