

SIDE LETTER OF AGREEMENT

It is hereby agreed to on this date, November 19, 2007 between Essex County College ("College") and the Essex County College Faculty Association ("Faculty Association") on behalf of Charles Larkin and Charles Larkin, individually, as follows:

1. The May 21, 2001 Side Letter of Agreement ("Prior Side Letter"), attached hereto, is expressly and completely rescinded, and is replaced by the terms set forth in this Agreement.
2. For the period from September 1, 2006 through August 31, 2007, the College shall buy back six (6) contact hours of release time per semester at the rate of \$12,500.
3. For the period from September 1, 2007 through August 31, 2008, the College shall buy back a total of six (6) contact hours of release time at the rate of \$12,500.
4. The Faculty Association shall compensate Dr. Larkin \$12,500 for his work for the Faculty Association for the period from September 1, 2007 through August 31, 2008.
5. As of September 1, 2008, all obligations of the College to purchase buy back or receive any contact hours of release time shall have ceased, and there shall be no further such obligations.
6. This Agreement is not intended to create any future policy or contracts with respect to the purchase of contact hours by the College or Faculty Association.
7. The parties understand and agree that is not the intent of the College to enter any such terms as contained herein with any other faculty members, or to enter any subsequent agreements under the terms as contained herein.

FOR THE COLLEGE:

A. Zachary Yamba
A. Zachary Yamba, President

Dated: 11/19/07

FOR THE ASSOCIATION:

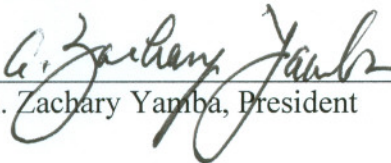
Michael E. Frank
Michael E. Frank, Faculty Association

Dated: 10/22/07

FINAL MEMORANDUM OF UNDERSTANDING
Faculty Association

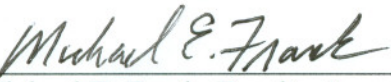
1. The parties agree to the attached revisions to Articles 9, 12, 15, 17, 18, 19, 20, 22, 27, 30, 32, 34, 37, 38, 39, 42 and 44, to be included in the new collective agreement.
2. The parties agree to the attached side letter concerning Charles Larkin.
3. The parties have reached agreement on all other issues relating to the terms and conditions of a new collective agreement in the First and Second Memorandum of Understanding.
4. The terms of this document, along with the First and Second Memorandum of Understanding, shall constitute the terms of the new collective agreement.
5. The College and the Faculty Association agree to withdraw all grievance arbitration, unfair labor practice charges and scope of negotiation petitions presently pending before the New Jersey Public Employment Relations Committee.

FOR THE COLLEGE:


A. Zachary Yamba, President

Dated: 11/19/07

FOR THE ASSOCIATION:


Michael E. Frank, Faculty Association

Dated: 10/22/07

Article Nine
(New Article replaces article nine of the 2002-2006 Agreement.)
ASSOCIATION OFFICERS' LOAD

9-1 The Association shall receive release time for each year of the Agreement as follows:

9-1.1 September 1, 2007 through August 31, 2008: Thirty-six (36) hours.

9-1.2 September 1, 2008 through August 31, 2009: Eighteen (18) hours. The Association shall have the right to purchase an additional six (6) hours at the overload rate.

9-1.3 September 1, 2009 through August 31, 2011: Eighteen (18) hours. The Association may purchase an additional six (6) hours at the overload rate by mutual agreement with the College.

9-2 Distribution of such release time to Association Executive Board members will be made by the Association and communicated to the College as soon as possible preceding the year in which it takes effect but not later than the date when class schedules are distributed.

Article Twelve
REQUIREMENTS FOR ACADEMIC RANK
(Article Twelve from 2002-2006 agreement is adopted without revision.)

Article Fifteen
WORK SCHEDULE AND WORKLOAD REQUIREMENTS

Article Fifteen from 2002-2006 agreement is adopted with the following revisions:

1. Delete the following, which are all obsolete:
 - a. All references to Center for Academic Skills (CAS);
 - b. Section 15-8.1.1, 15-8.1.2 and 15-8.1.3 (which relate to an event that completed on June 30, 2003)
 - c. Replace 15-8.1 with the following: "Total workload for faculty members on reduced load (i.e. twenty four contact hours per academic year) shall not exceed fifteen hours (15) in any one semester nor shall the faculty member receive overload assignment for the academic year except by mutual agreement.

15-15 Online/Distance Education (The Association and the Board agree to continue to negotiate this issue.)

Article Seventeen
COLLEGE WORKING DAY—HOURS

Article Seventeen from the 2002-2006 agreement is adopted with the following revision. Article 17-8, 17-8.1a, 17-8.1b, 17-8.1c, 17-9 shall be replaced with the following.

17-8 All Nursing Lecture/Discussion, laboratory and clinical hours will be given a contact hour value based upon the criteria set out below:

17-8.1a Contractual contact hours for Faculty will be calculated as follows: In lecture/discussion up to 30 students per one faculty member with faculty contact hours to be awarded 1:1.

17-8.1b Nursing Laboratory contact hours are to be weighed by one hundred percent (100%) with a student/faculty ratio not to exceed 15:1.

17-8.1c Clinical laboratory contact hours (hospital and other affiliations) are to be weighed by one hundred percent (100%) with a student/faculty ratio not to exceed 10:1.

17-9 Faculty members teaching in the Radiology Technology and Physical Therapy programs shall receive one hundred percent (100%) of the contact hour value for the lectures they are assigned. These faculty will receive one hundred percent (100%) weighed contact hours for all Laboratories.

In addition, these faculty members shall receive one (1) contact hour for each two (2) hours spent making supervisory rounds at the various institutions participating in the respective program.

Article Eighteen
EVENING AND SATURDAY WORKLOAD

Article Eighteen from the 2002-2006 agreement is adopted without revision.

Article Nineteen
COMPENSATION FOR OVER-ENROLLMENT

19-1 Lecture, Laboratory, Composition, Language, Online and Developmental Classes

19-1.1 When the number of students exceeds the following on either the date 30 days after a course's first class or the date of the second deferred installment payment owed by students, whichever is earlier, additional compensation will be required:

- (A) 34 to 1 in lecture sections.
- (B) 30 to 1 in composition and language courses.
- (C) 24 to 1 in remedial sections.

- (D) The College and Association will discuss and determine the ratio for online courses.

19-1.2 The compensation for classes that exceed these numbers shall be calculated as follows: If the enrollment is 10% or greater in excess of Section 19-1.1, the faculty member will receive \$60 for each student in excess of Section 19-1.1. If the enrollment exceeds these numbers by 50%, the College will either divide the course into two or more courses so that enrollment does not exceed by 50% the compensation numbers, or compensate the faculty member in an amount twice or more the amount of contact hours that otherwise would be provided for the course.

Article Twenty COURSE PREPARATION

Article Twenty from the 2002-2006 agreement is adopted without revision.

Article Twenty-Two OFFICE HOURS

Article Twenty-Two from the 2002-2006 agreement is adopted with the single exception that Section 22-1 [addressing only Center for Academic Skills] be deleted.

Article Twenty-Seven FILLING PROFESSIONAL VACANCIES

Article Twenty-Seven of the 2002-2006 Agreement shall be deleted and replaced with the following:

27-1 When a professional position vacancy occurs, such notice shall appear in the official College publication, and shall include the job title and the minimum salary offered. Upon request to the Human Resources Department by any member of the faculty, a job description for that position shall be made available for review.

Article Thirty CURRICULUM DEVELOPMENT

Article Thirty of the 2002-2006 Agreement shall be deleted.

Article Thirty-Two PAID LEAVES OF ABSENCE

Article Twenty-Two from the 2002-2006 agreement is adopted with the following revisions:

1. In Section 32-1.1, change reference of "College physician" to "College Human Resources Director"
2. Delete Section 32-1.3
3. In Section 32-4, change reference of "substitute to replace him/her in a class" to "qualified classroom substitute for each assigned class."

4. Delete Section 32-4.1

5. Delete Section 32-8 and replace it with the following
Separation Agreement

32-8 Separation Agreement

Application for this Separation Agreement shall be made to the Director of Human Resources who shall forward it to the President for his signature. The President shall submit the application to the Board within 60 days of submission by the faculty member who will be notified when the Board acts.

32-8.1 Not later than August 31, 2008 a faculty member with the following years of service may apply for the Separation Agreement as follows:

| | |
|---------------------|---|
| 15 years of service | 1 year at half pay or 2 years at $\frac{1}{4}$ pay |
| 20 years of service | 2 years at half pay or 1 year at full pay |
| 30 years of service | 3 years at half pay or 2 years at $\frac{3}{4}$ pay or 1 $\frac{1}{2}$ years at full pay |

Such separation shall be made effective not later than December 31, 2008.

32-8.2 After September 1, 2008, a faculty member with the following years of service may apply for the Separation Agreement as follows:

| | |
|---------------------|---|
| 15 years of service | 1 year at half pay or 2 years at $\frac{1}{4}$ pay |
| 20 years of service | 1 year at $\frac{3}{4}$ pay or 3 years at $\frac{1}{4}$ pay |
| 30 years of service | 1 year at full pay or 2 years at half pay |

Such application shall be submitted within 1 year of the anticipated separation date.

32-8.3 Salary increments shall be included in the calculation of the Separation pay.

32-8.4 The faculty member shall not be entitled to College provided health insurance or pension credits.

32-8.5 When the faculty member makes application for a Separation Agreement, she/he shall be required to execute an agreement that the member understands and agrees that the separation is non cancelable and it is subject to receipt of the faculty member's written resignation. The faculty member shall also agree that all employment shall terminate at the start of said separation.

32-8.6 By mutual agreement the payment options may be altered.

TUITION REMISSION/REIMBURSEMENT

TUITION WAIVER

34-1 The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse or dependent child accepted for enrollment in an academic program at Essex County College.

34-1.2 In addition, any dependent child of a deceased unit member who died while in the employ of the College shall be granted full tuition remission if accepted for enrollment in an academic program at the College.

34-1.3 The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.

34-1.4 The member, spouse or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum grade of "C" in the course.

TUITION REIMBURSEMENT

34-2.1 The terms of the previous agreement (2002-2006) shall remain in effect for any faculty member that received course reimbursement for graduate course work prior to August 31, 2007. Tuition reimbursement for these members shall continue to apply to courses taken until the earlier of either completion of a degree or August 31, 2011.

34-2.2 Members of the unit who are not eligible under 34-2.1 will qualify for tuition reimbursement under the following provisions.

34-2.2.1 A member accepted for enrollment at an accredited institution of higher education shall be eligible to receive seventy-five percent (75%) of the tuition charged at the Rutgers undergraduate rate for undergraduate course work and seventy-five percent (75%) of the tuition charged at the Rutgers graduate rate for graduate course work.

34-2.2.2 Member shall be in pay status during the course for which tuition reimbursement is requested.

34-2.2.3 Member shall have a minimum of one year of continuous employment to be eligible for participation.

34-3 Reimbursement:

34-3.1 Member shall be eligible for tuition reimbursement up to a maximum of twenty-four (24) credit hours for the academic year (September through August).

34-3.2 Reimbursement shall be limited, unless otherwise approved, to courses necessary to earn an initial Master's or Doctoral degree or courses relevant to employment including courses needed to qualify for promotion.

34-3.3 Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "C" in undergraduate and "B" in graduate courses.

34-3.4 The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.

34-3.5 The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.

34-3.6 Reimbursement application shall be submitted within 60 days of course completion.

34-3.7 Member may receive up to three-quarters (3/4) of the cost (i.e., reimbursement up to a maximum of three hundred and twenty-five dollars [\$325.00]) for skill training at other than an accredited institution of higher education (including courses necessary to maintain certification in the member's profession).

34-4 Reimbursable Courses

34-4.1 The degree program or courses shall receive prior approval from the appropriate Dean and the Provost.

34-4.2 The degree program or course shall be relevant to the individual's position at the College.

34-4.3 Tuition reimbursement may be granted by the College for audited courses provided prior approval by the appropriate Dean has been received. The Dean's decision shall be final and binding.

34-5 Employment Obligation: A member, who resigns from the College within two years from the completion of a Master's or Doctoral Degree shall repay the College as described in the Tuition Reimbursement Agreement.

Article Thirty-Seven

CONTRACT, DISMISSALS AND EVALUATION

Article Thirty-Seven of the 2002-2006 Agreement shall be deleted and replaced with the following:

37-1 The granting of tenure shall be consistent with the laws of the State of New Jersey.

37-2 Contracts may be terminated at any time by mutual agreement between the member concerned and the Board.

37-3 Notice of non-renewal for faculty fired in September will be issued by April 15th for faculty members in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service and January 15 for those faculty in their fifth (5th) year of service.

37-4 Notice of non-renewal for faculty hired in January will be issued by December 15th for faculty members in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, and April 15th for those faculty in their fifth (5th) year of service.

37-5 Discharge procedure for all tenured members of the unit shall conform to the provisions of N.J.S.A. 18:A-6-18.

Article Thirty-Eight

EVALUATION OF FACULTY FOR RETENTION, NON-RETENTION TENURE AND PROMOTION

38-1 Evaluation of faculty shall be used for the purpose of improving instruction and aiding in determining whether a faculty member shall be retained and/or promoted. To this end, therefore, evaluations will take into consideration the faculty member's performance for his entire length of service at the College. Reference will be made to previous existing evaluations and to the growth exhibited by the faculty member for his/her length of service at the College. Effective teaching should be the most important element but other factors such as professional development, community service, additional contributions to the College, and contributions to professional organizations will be considered.

38-1.1 Where deficiencies are found, there will be suggestions for improvement on all evaluation forms, and follow up observations should be arranged for the purpose of noting improvement. All observations and evaluations must be reduced to writing.

38-2 EVALUATION OF NON-TENURED FACULTY:

38-2.1 Every non-tenured faculty member shall be evaluated annually. This evaluation shall include the following elements:

- (A) Division Chairperson's (or designee's) Class Observations
- (B) Peer Class Observations
- (C) Student Evaluations
- (D) Self-Evaluation
- (E) Division Chairperson's Evaluation and Recommendation

Any form that the College will use for these observations and evaluations will be agreed to by the Faculty Association and be made available to the faculty members at the beginning of the semester. Copies of all completed forms shall be available to the faculty member observed or evaluated.

38-2.2 Chairperson's Observations:

38-2.2.1 For faculty members who are in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the Division Chairperson shall conduct class observation(s) by October 15 and January 30.

38-2.2.2 For faculty members who are in their fifth (5th) year of service, the Chairperson shall conduct class observation(s) by October 15.

38-2.3 Peer Class Observations: A peer is defined as another faculty member, and if possible, one who has at least two (2) years teaching experience at the College and has previously taught the same or similar course. The peer shall be selected by the Division Evaluation Committee.

38-2.3.1 For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the selected peer shall conduct class observation(s) by October 15 and January 30.

38-2.3.2 For faculty members who are in their fifth (5th) year of service, the selected peer shall conduct class observation(s) by October 15.

38-2.4.1 Student Evaluations: Every faculty member will be evaluated by his students at least once a year. The student evaluation shall be conducted in each section being taught by the faculty member by November 1.

38-2.4.2 The original student evaluations will be returned to the faculty member evaluated, and it shall be his/her responsibility to retain them on file for one (1) year at the College and to make them available to the Division Chairperson and appropriate administrator upon request. Nothing in this provision shall prohibit the College and Faculty Association from agreeing to the implementation of online student evaluations.

38-2.5 Self-Evaluation

38-2.5.1 Each faculty member in his first (1st), second (2nd), third (3rd) or fourth (4th) year of service will prepare a Self-Evaluation by February 5 each year.

38-2.5.2 Faculty members in their fifth (5th) year of service will prepare a Self-Evaluation by November 5.

38-2.6 Chairperson Evaluation and Recommendation:

38-2.6.1 For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Chairperson's Evaluation and Recommendation shall be completed by February 10 each year.

38-2.6.2 For faculty members who are in their fifth (5th) year of service, the Division Chair-person's Evaluation and Recommendation shall be completed by November 15.

38-3 The Chairperson's recommendation will be forwarded to the appropriate Dean, who will review it and append comments and recommendations.

38-3.1 For faculty members who are in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the appropriate Dean will forward the evaluation packet to the appropriate Executive Vice President/Provost by February 25 each year.

38-3.2 For faculty members who are in their fifth (5th) year of service, the appropriate Dean will forward the evaluation packet to the Executive Vice President/Provost by November 25.

38-4 The Executive Vice President/Provost shall review the evaluation packet submitted by the appropriate Dean and append comments and recommendations to the packet.

38-4.1 For faculty members in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the Executive Vice President/Provost shall forward the evaluation packet to the President's Office by March 5 of each year.

38-5 The President will review the submitted evaluation packets and shall make recommendations to the Board of Trustees for fifth (5th) year faculty members by January 5th of each year; for all non-tenured faculty members the President's recommendations will be made by March 15th of each year. The complete evaluation packet will be available for Board review upon request of the Board.

38-6 Final action on retention (non- retention), tenure or promotion rests solely with the Board of Trustees. For faculty in their fifth (5th) year of service, non- renewal notices will be sent by January 15; for all other faculty in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, non-renewal notices will be sent by April 5 of each year.

38-7 EVALUATION OF TENURED FACULTY:

38-7.1 Every three (3) years, an evaluation of tenured faculty members shall be conducted within each Division, coordinated by the Division Chairperson.

38-7.2.2 This evaluation shall consist of the following elements:

- (A) Self-Evaluation
- (B) Student Evaluation
- (C) Chairperson's Evaluation

Any forms that the College will use for these observations and evaluations will be agreed to by the Faculty Association and will be made available to the faculty members at the beginning of the semester. Copies of all complete forms shall be available to the faculty member observed or evaluated.

38-7.3 Faculty Self-Evaluation will be presented by February 5.

38-8 A Student Evaluation will be conducted once a year, by November 1, in all sections being taught by the tenured faculty member.

38-9 General Evaluation Provision:

38-9.1 The provisions of this Article shall not preclude more frequent observations and/or evaluations, when deemed necessary, by an appropriate administrator. Upon request of a tenured faculty member an annual comprehensive evaluation may be made. In addition, the tenured faculty member may request one additional teaching observation per year.

38-9.2 At their discretion, the appropriate Academic Deans may make independent teaching observations and assessments and request meetings with faculty members. In such instances the administrator shall give written notice of his/her intention to observe within the next thirty (30) days.

38-9.3 Within the Division of Community and Continuing Education, the above provision shall apply to the Associate Dean and Dean.

38-9.4 In the Student Affairs Area, the provisions of Article 38 shall apply to the Dean of Student Affairs and designated representatives.

38-9.5 Where a faculty member has a release time assignment, the appropriate administrator will submit a statement in writing to the Chairperson and the appropriate Dean concerning the performance of the faculty member.

38-9.6 Copies of all observations and assessments conducted under Article 38-10, shall be forwarded to the faculty observed, to the Division Chairperson, and may be made a part of the evaluation file.

38-9.7 In the Learning Resources Area, those functions performed by the Division Chairperson in the Academic Divisions under the evaluation procedure shall be performed by the Director of the Library. The Director shall complete required forms for all Librarians.

38-9.8 Counselor faculty evaluation shall be consistent with the terms of this Article. Evaluation shall consist of the following elements (see Appendix D):

- | | |
|----------------|--|
| Form A: | Peer Evaluation |
| Form B: | Student Evaluation |
| Form C: | Counselor Self-Evaluation |
| Form E: | Dean or appropriate administrator's Observation and Evaluation |

38-9.9 Evaluation of Lecturer (A) Faculty: Evaluation of Lecturer (A) Faculty shall be consistent with this Article.

Article Thirty-Nine PROMOTION PROCEDURE

39-1 The requirements for academic rank contained in Article 12 shall define the minimal requirements for promotion as of the date of application.

39-2 Written application for promotion shall be submitted to the appropriate Chairperson on or before October 15 each year.

39-3 The Chairperson's recommendation with supporting documents shall be forwarded to the appropriate Dean.

39-4 The Appropriate Dean shall review all supporting documents and interview the candidates and make recommendations, ordered within rank, as well as those not recommended to the Executive Vice President/Provost and President. The Dean shall notify the individual of the results.

39-5 The President shall make his recommendations for promotion to the Board of Trustees for consideration at the June meeting. Candidates for promotion not recommended to the Board of Trustees shall be notified not later than seven (7) days preceding the Board meeting.

39-6 An individual may not be promoted within three (3) years of the effective date of his/her last promotion.

39-7 Under exceptional circumstances, the Board may waive the minimal educational requirements for the rank of full professor, for an individual who has consistently made outstanding contributions to the College.

39-8 In all cases, the final action on the promotions shall rest with the Board of Trustees. The denial of promotion by the President or the Board of Trustees, shall not be arbitrable. However, nothing herein shall limit a person's rights under the laws of the United States or the Constitution of the State of New Jersey.

39-9 Any forms which the College will use in relation to this process will be made available to the faculty members at the beginning of the semester.

39-10 PROMOTIONAL SALARY COMPUTATION: Any faculty member who is promoted in academic rank shall have his/her promotion salary determined as follows:

- 1) Determine the salary which would be due the individual in the next contract year without promotion.
- 2) Go to the scale for the rank to which the person is promoted and find the next higher dollar amount on that scale if on the guide.
- 3) Add three steps or 9% if off the guide to find the new base pay for the promoted faculty member.
- 4) A one time bonus shall be paid in the effective year of promotion and will be calculated as the difference between the value of the three steps or the 9% and

- a. for promotion from Instructor to Assistant Professor, \$7,000
- b. for promotion from assistant to Associate Professor, \$10,000
- c. for promotion from Associate to Professor, \$15,000

Article Forty-two SALARIES

Replace the existing Article Forty-two with the following:

42-1 All members who were paid salaries pursuant to the Salary Schedules in the 2002-2006 collective agreement shall be paid salaries as follows:

42-1.1 Effective September 1, 2006 all members will be compensated at the same salary as in the previous academic year.

42-1.2 Effective September 1, 2007: Find the next higher salary on the new guide for 2007-2008 and then move up one step on the 2007-2008 Salary Guide attached as an exhibit to this agreement.

42-1.3 Effective September 1, 2008: Move from their present step on the 2007-2008 Salary Guide to the next step on the 2008-2009 Salary Guide, attached as an exhibit to this agreement.

42-1.4 3 Effective September 1, 2009: Move from their present step on the 2008-2009 Salary Guide to the next step on the 2009-2010 Salary Guide, attached as an exhibit to this agreement.

42-1.4 4 Effective September 1, 2010: Move from their present step on the 2009-2010 Salary Guide to the next step on the 2010-2011 Salary Guide, attached as an exhibit to this agreement.

42-2 All members who were not paid salaries pursuant to the Salary Schedules in the 2002-2006 collective agreement shall be paid the salaries they received on August 31, 2006 with the following increases:

| | |
|-------------------------------------|--------------------|
| Effective September 1, 2006: | 0% increase |
| Effective September 1, 2007: | 3% increase |
| Effective September 1, 2008: | 3% increase |
| Effective September 1, 2009: | 3% increase |
| Effective September 1, 2010: | 3% increase |

42-3 Overload shall be paid at the maximum adjunct rate set by the College. The institution will endeavor to keep overload to a minimum and no faculty member should depend on overload assignments on a regular basis.

Article Forty-four DURATION OF AGREEMENT

Replace the existing Article Forty-four with the following:

44-1 This Agreement shall be effective as of September 1, 2006 and shall continue in effect until midnight August 31, 2011 and, unless specifically stated otherwise herein, its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a Successor Agreement as provided in Article 41.

Article forty-four will also include the re-opener language set forth in Paragraph 3 of the Second Memorandum of Understanding concerning parking and health benefits.

Article 15-15 Online/distance Education (The Association and the Board agree to continue to negotiate this issue.)

2007-2008 SALARY GUIDE

| Step | Lecturer | Instructor | Assistant Professor | Associate Professor | Professor |
|------|----------|------------|---------------------|---------------------|-----------|
| 1 | 30,164 | 37,098 | 41,755 | 46,995 | 54,481 |
| 2 | 31,069 | 38,211 | 43,008 | 48,405 | 56,115 |
| 3 | 32,001 | 39,357 | 44,298 | 49,857 | 57,798 |
| 4 | 32,961 | 40,538 | 45,627 | 51,353 | 59,532 |
| 5 | 33,950 | 41,754 | 46,996 | 52,894 | 61,318 |
| 6 | 34,969 | 43,007 | 48,406 | 54,481 | 63,158 |
| 7 | 36,018 | 44,297 | 49,858 | 56,115 | 65,053 |
| 8 | 37,099 | 45,626 | 51,354 | 57,798 | 67,005 |
| 9 | 38,212 | 46,995 | 52,895 | 59,532 | 69,015 |
| 10 | 39,358 | 48,405 | 54,482 | 61,318 | 71,085 |
| 11 | 40,539 | 49,857 | 56,116 | 63,158 | 73,218 |
| 12 | 41,755 | 51,353 | 57,799 | 65,053 | 75,415 |
| 13 | 43,008 | 52,894 | 59,533 | 67,005 | 77,677 |
| 14 | 44,298 | 54,481 | 61,319 | 69,015 | 80,007 |
| 15 | 45,627 | 56,115 | 63,159 | 71,085 | 82,407 |
| 16 | 46,996 | 57,798 | 65,054 | 73,218 | 84,879 |
| 17 | 48,406 | 59,532 | 67,006 | 75,415 | 87,425 |
| 18 | 49,858 | 61,318 | 69,016 | 77,677 | 90,048 |
| 19 | 51,354 | 63,158 | 71,086 | 80,007 | 92,749 |
| 20 | 52,895 | 65,053 | 73,219 | 82,407 | 95,531 |

2008-2009 SALARY GUIDE

| Step | Lecturer | Instructor | Assistant Professor | Associate Professor | Professor |
|------|----------|------------|---------------------|---------------------|-----------|
| 1 | 30,315 | 37,283 | 41,964 | 47,230 | 54,753 |
| 2 | 31,224 | 38,402 | 43,223 | 48,647 | 56,396 |
| 3 | 32,161 | 39,554 | 44,519 | 50,106 | 58,087 |
| 4 | 33,126 | 40,741 | 45,855 | 51,610 | 59,830 |
| 5 | 34,120 | 41,963 | 47,231 | 53,158 | 61,625 |
| 6 | 35,144 | 43,222 | 48,648 | 54,753 | 63,474 |
| 7 | 36,198 | 44,518 | 50,107 | 56,396 | 65,378 |
| 8 | 37,284 | 45,854 | 51,611 | 58,087 | 67,340 |
| 9 | 38,403 | 47,230 | 53,159 | 59,830 | 69,360 |
| 10 | 39,555 | 48,647 | 54,754 | 61,625 | 71,440 |
| 11 | 40,742 | 50,106 | 56,397 | 63,474 | 73,584 |
| 12 | 41,964 | 51,610 | 58,088 | 65,378 | 75,792 |
| 13 | 43,223 | 53,158 | 59,831 | 67,340 | 78,065 |
| 14 | 44,519 | 54,753 | 61,626 | 69,360 | 80,407 |
| 15 | 45,855 | 56,396 | 63,475 | 71,440 | 82,819 |
| 16 | 47,231 | 58,087 | 65,379 | 73,584 | 85,303 |
| 17 | 48,648 | 59,830 | 67,341 | 75,792 | 87,862 |
| 18 | 50,107 | 61,625 | 69,361 | 78,065 | 90,498 |
| 19 | 51,611 | 63,474 | 71,441 | 80,407 | 93,213 |
| 20 | 53,159 | 65,378 | 73,585 | 82,819 | 96,009 |

2009-2010 SALARY GUIDE

| Step | Lecturer | Instructor | Assistant Professor | Associate Professor | Professor |
|------|----------|------------|------------------------|------------------------|-----------|
| 1 | 30,770 | 37,842 | 42,593 | 47,938 | 55,574 |
| 2 | 31,692 | 38,978 | 43,871 | 49,377 | 57,242 |
| 3 | 32,643 | 40,147 | 45,187 | 50,858 | 58,958 |
| 4 | 33,623 | 41,352 | 46,543 | 52,384 | 60,727 |
| 5 | 34,632 | 42,592 | 47,939 | 53,955 | 62,549 |
| 6 | 35,671 | 43,870 | 49,378 | 55,574 | 64,426 |
| 7 | 36,741 | 45,186 | 50,859 | 57,242 | 66,359 |
| 8 | 37,843 | 46,542 | 52,385 | 58,958 | 68,350 |
| 9 | 38,979 | 47,938 | 53,956 | 60,727 | 70,400 |
| 10 | 40,148 | 49,377 | 55,575 | 62,549 | 72,512 |
| 11 | 41,353 | 50,858 | 57,243 | 64,426 | 74,688 |
| 12 | 42,593 | 52,384 | 58,959 | 66,359 | 76,929 |
| 13 | 43,871 | 53,955 | 60,728 | 68,350 | 79,236 |
| 14 | 45,187 | 55,574 | 62,550 | 70,400 | 81,613 |
| 15 | 46,543 | 57,242 | 64,427 | 72,512 | 84,061 |
| 16 | 47,939 | 58,958 | 66,360 | 74,688 | 86,583 |
| 17 | 49,378 | 60,727 | 68,351 | 76,929 | 89,180 |
| 18 | 50,859 | 62,549 | 70,401 | 79,236 | 91,855 |
| 19 | 52,385 | 64,426 | 72,513 | 81,613 | 94,611 |
| 20 | 53,956 | 66,359 | 74,689 | 84,061 | 97,449 |

2010-2011 SALARY GUIDE

| Step | Lecturer | Instructor | Assistant Professor | Associate Professor | Professor |
|------|----------|------------|---------------------|---------------------|-----------|
| 1 | 31,232 | 38,410 | 43,232 | 48,657 | 56,408 |
| 2 | 32,167 | 39,563 | 44,529 | 50,118 | 58,101 |
| 3 | 33,133 | 40,749 | 45,865 | 51,621 | 59,842 |
| 4 | 34,127 | 41,972 | 47,241 | 53,170 | 61,638 |
| 5 | 35,151 | 43,231 | 48,658 | 54,764 | 63,487 |
| 6 | 36,206 | 44,528 | 50,119 | 56,408 | 65,392 |
| 7 | 37,292 | 45,864 | 51,622 | 58,101 | 67,354 |
| 8 | 38,411 | 47,240 | 53,171 | 59,842 | 69,375 |
| 9 | 39,564 | 48,657 | 54,765 | 61,638 | 71,456 |
| 10 | 40,750 | 50,118 | 56,409 | 63,487 | 73,600 |
| 11 | 41,973 | 51,621 | 58,102 | 65,392 | 75,808 |
| 12 | 43,232 | 53,170 | 59,843 | 67,354 | 78,083 |
| 13 | 44,529 | 54,764 | 61,639 | 69,375 | 80,425 |
| 14 | 45,865 | 56,408 | 63,488 | 71,456 | 82,837 |
| 15 | 47,241 | 58,101 | 65,393 | 73,600 | 85,322 |
| 16 | 48,658 | 59,842 | 67,355 | 75,808 | 87,882 |
| 17 | 50,119 | 61,638 | 69,376 | 78,083 | 90,518 |
| 18 | 51,622 | 63,487 | 71,457 | 80,425 | 93,233 |
| 19 | 53,171 | 65,392 | 73,601 | 82,837 | 96,030 |
| 20 | 54,765 | 67,354 | 75,809 | 85,322 | 98,911 |

REQUEST FOR BOARD ACTION

| | | |
|----------|--|------------------------------|
| TO: | BOARD OF TRUSTEES | Date |
| FROM: | The President | November 14, 2007 |
| SUBJECT: | MEMORANDUM OF UNDERSTANDING ESSEX COUNTY COLLEGE FACULTY ASSOCIATION | Request Number 7-1939 |

WHEREAS, The Essex County College Faculty Association is the recognized negotiating agent for the labor unit comprised of Faculty Association members; and

WHEREAS, Essex County College and the Essex County College Faculty Association have engaged in negotiations for an agreement for the period September 1, 2006 through August 31, 2011; and

WHEREAS, The Faculty Association members ratified the attached Memorandum of Understanding at its meeting held on October 24, 2007;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Essex County College that the Memorandum of Understanding with the Essex County College Faculty Association for the period September 1, 2006 through August 31, 2011 be approved.

| | |
|--|-------------------|
| Executive Responsible for Recommendation | Final Disposition |
| A. Zachary Yamba, President | |
| Board Approval Date | |