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COLLECTIVE BARGAINING AGREEMENT

**between the
St. Johns River State College
Board of Trustees
and the
United Faculty of Florida**

St. Johns River State College
Collective Bargaining Agreement

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ARTICLE 1

RECOGNITION

The St. Johns River State College Board of Trustees ("Board" or "Employer") recognizes the United Faculty of Florida ("UFF" or "Union") as the sole and exclusive collective bargaining agent for those faculty members certified by the Florida Public Employees Relations Commission Certification Number 1955, issued March 14, 2019, who are employed by the College as follows:

INCLUDED: Full-Time faculty (including department chair, assistant department chair, program director, instructor, and professor), librarians (including public service librarian and campus librarian), and senior academic advisors (including the assistant director of advising/senior academic advisor).

EXCLUDED: All managerial, administrative, supervisory, and confidential employees including, But not limited to, director of organizational management baccalaureate program, director of bachelor of science in nursing, and all job titles categorized as follows: Administrative (including, but not limited to, president, vice president, dean, and director), professional support (including, but not limited to, professional support advisors), career service, other professional services, part-time employees, adjunct faculty, and acting or interim faculty.

ARTICLE 2

NON-DISCRIMINATION

1. The College and the Union agree not to discriminate against any employee covered by this Agreement because of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.
2. The parties agree not to interfere with the rights of employees to become members of the Union, to refrain from becoming members of the Union, or to terminate their membership in the Union and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non-membership in the Union.

ARTICLE 3

CIVILITY AND PROFESSIONAL BEHAVIOR

1. All members of the College community should be able to work and learn in a safe and mutually respectful workplace and learning environment. As colleagues, all College employees have obligations that derive from a common goal to serve students. Colleagues will treat each other with respect and expect the same in return. Therefore, behavior that contributes to a hostile or humiliating environment, including but not limited to, abusive language, intimidation or retaliation will not be tolerated. Colleagues shall respect and defend the free inquiry of associates. ~~In the exchange of criticism and ideas, colleagues shall show due respect for the opinions of others.~~
2. Alleged violations of this article shall be discussed between representatives of the Administration and the Unit at meetings between the parties. However, alleged violations of this article shall not be grounds for a grievance or arbitrable under Article 8.

ARTICLE 4

MANAGEMENT RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are not limited to, the right to:
 - A. determine the purpose, mission, objectives, and policies of the College;
 - B. determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College's programs;
 - C. administer the personnel system of the College;
 - D. direct, supervise, schedule and assign the workforce;
 - E. transfer an operation or any part thereof from one area of the campus to another or from one campus or site to another;
 - F. maintain the discipline and efficiency of the Faculty and operation of the College;
 - G. determine the programs and courses of instruction;
 - H. determine the College's grading system;
 - I. select employees for hire;
 - J. determine staffing requirements;
 - K. determine the duties required of employees;
 - L. transfer, lay off, and recall employees;
 - M. determine the nature and extent of services that are to be performed;
 - N. regulate the use of College equipment and facilities;
 - O. make and enforce work rules;
 - P. create or discontinue programs;
 - Q. establish and modify or eliminate employees' duties;
 - R. determine staffing levels and patterns, including the size and composition of the work force;

- S. determine whether and to what extent work shall be performed by employees in the bargaining unit and to change such determinations;
 - T. determine the nature and scope of College operations and services and how the same will be conducted, including whether and when to subcontract all or part of bargaining unit work or functions and to enter into contracts with private vendors or providers for any service;
 - U. budget and determine allocation of funds and resources;
 - V. schedule classes and establish class size;
 - W. in an emergency, take any and all actions the College, in its sole discretion, deems necessary or advisable under the circumstances; and,
 - X. take such measures as management may consider to be necessary to the orderly, efficient and economical operation of the College; to take whatever actions may be necessary or appropriate to carry out the mission of the College; and to have complete authority to exercise those rights and powers incidental to each of the rights reserved to management, including the right to alter or vary past practices as the College may determine to be necessary.
2. Except as limited or modified by the express written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the Union.
 3. The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses.
 4. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to bargain over mandatory subjects of bargaining or the impact of changes brought about by the exercise of management rights.

ARTICLE 5
UNION RIGHTS

1. **Use of Facilities**

The St. Johns River State College (SJR) Chapter of the United Faculty of Florida (UFF) (SJR/UFF) shall have the right to use College facilities on the same basis as other groups in the community including the requirements of indemnification and insurance naming the college as additional insured. The Union shall provide blanket indemnification and hold harmless agreements, with language acceptable to the College, each academic year.

2. **Access to Information**

The College agrees to make available to the Union records of the College if requested and permitted pursuant to the provisions of Chapter 119, Florida Statutes. At the request of the Union, the College shall provide the Union with a list of all members of the bargaining unit, and each one's home address (unless exempt under Chapter 119), department in which they work, title, annual salary, email address, and telephone number. All requests for information shall be responded to in accordance with the College's procedure for public records requests.

3. **Access to College Mail Services**

The Union shall have the right to use the College mail and email service, including Faculty mail boxes, for SJR/UFF communications to employees, provided that the documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College's normal mail and email services operation will first be performed in cases where an overload occurs as a result of SJR/UFF mail use requests. The Union agrees to comply with all established rules and procedures for the use of these systems.

ARTICLE 6

DUES CHECKOFF

1. Dues Deductions

The College and UFF hereby agree to the deduction and remittance of UFF membership dues.

A. Procedure. During the term of this Agreement, the College agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form.

- i. Commencement of Deduction. Deductions shall be made beginning with the first full pay period following receipt by the College Human Resources Office of a valid check-off authorization form.
- ii. Notice of Changes. UFF shall give written notice to the College of any changes in its dues or uniform assessments at least forty-five (45) calendar days prior to the effective date of any such change.
- iii. Remittance with a list that includes Faculty members' names and dues paid. The dues and uniform assessments deducted, if any, shall be remitted by the College to the UFF within thirty (30) calendar days following the end of the pay date.
- iv. Termination of Deduction. The College's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) thirty (30) calendar days following receipt by the Human Resources Office of a written notification from the employee revoking that employee's authorization of deductions, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The College will provide notice to the Union of any written notification revoking an employee's authorization of deductions within thirty (30) days of when it is received by the College.
- v. The College shall not deduct any UFF fines, penalties, or special assessments from the pay of any employee.
- vi. Insufficient Pay. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it shall be the responsibility of the Union to collect its dues for that pay period directly from the employee.
- ~~vi~~-vii. Deduction errors. Should the College erroneously deduct dues from someone who properly cancelled their deduction or is no longer in the bargaining unit, the College shall make every effort to make the employee(s) whole within forty-five (45) days of notification by the employee(s), pending receipt by the College of refund of such dues from UFF.

~~B.~~ 2. UFF Responsibilities

UFF assumes responsibility for all monies deducted under this Agreement and remitted to UFF. UFF shall promptly refund to the College excess monies received under this Agreement.

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ARTICLE 7

NO STRIKE

1. The union, its officers, agents, members and the faculty members covered by this agreement all agree that they will not commit, condone, aid, finance, participate in or encourage any act that interferes with the College's operations or the performance of the College's official business, including but not limited to strike, sit-down, slow down, sympathy strike, picketing, or a concerted failure or refusal to perform assigned work or interfere with the operation or programs of the College.
2. Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or from continuing to work, or has the effect of preventing or restraining any students, visitors, or others from ingress and egress to College facilities or sites or otherwise impede the mobility of students, visitors, or others to or any College facility or site. This definition shall not apply to lawful informational picketing. The parties recognize the right of Faculty to engage in informational picketing and other concerted activity that does not impede the rights of others or unlawfully interfere with the College's operations.
3. The parties hereto are cognizant of the definition of, prohibitions of and sanctions against strikes and related activities set forth in Florida Statutes, Chapter 447.
4. The College's and Union's officers, agents, stewards, and other representatives agree they have a continuing obligation and responsibility to promote compliance with this Article and the law.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances. Grievances are defined as differences involving the application or interpretation of this Agreement. The grievance procedure is not available for settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement.
2. The grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract or to dispute a decision by the College not to award a continuing contract.
3. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by the College within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she may, within ten (10) working days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to the employee's supervisory Dean or Director, with a copy provided to Human Resources. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Dean or Director shall, within fourteen (14) working days after presentation of the grievance, render his/her decision on the grievance in writing to the grievant and the Union.

Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the grievant shall have the right to appeal the Step 1 decision to the Vice President for Academic Affairs, Vice President for Workforce Development/ CTE, or Vice President for Student Affairs or his or her designee within ten (10) working days of the due date of the Step 1 response, with a copy provided to Human Resources. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the Dean or Director, if provided, together with a signed request from the grievant requesting that the Step 1 decision be reversed or modified. The Vice President, or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The Vice President or his/her designee shall, within fourteen (14) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance in writing to the grievant and the Union, with a copy provided to Human Resources.

Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the grievant shall have the right to appeal the Step 2 decision to the President or his/her designee within ten (10) working days of the date of the issuance of the Step 2

decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Vice President, together with a request signed by the grievant or their representative requesting that the Step 2 decision be reversed or modified. The President or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The President or his/her designee shall, within twenty-one (21) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision in writing to the grievant and the Union, with a copy provided to Human Resources.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Union and the College, such grievance shall be presented in writing directly to the Vice Presidents within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance, with a copy provided to Human Resources. The grievance shall be in writing and shall be signed by the grievant or by the Union representative. The written grievance shall contain the detailed information set forth in Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this Agreement.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the grievant may request that the grievance be submitted to arbitration within fourteen (14) working days after the President renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the American Arbitration Association to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. Each party may reject two (2) panels.
6. Any grievance filed without the assistance of the Union may proceed to Step 3, however, only the Union shall have the authority to authorize that a grievance proceeds to arbitration. Such authorization must be in writing to the College. Nothing in this Article shall require the Union to process grievances for bargaining unit members who are not members of the Union.
7. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities. Time spent in such activities shall be outside regular working hours and shall not be counted as time worked.
8. The College and the Union (or a grievant who is not a member of the Union but who is allowed by the Union to proceed to arbitration) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator

to supersede applicable state and federal laws. The arbitrator shall have no power to change any policy or rule of the College.

9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question that is presented to him/her, which question must be actual and existing. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted. The standard of proof in all cases will be by a preponderance of the evidence.
10. An arbitrator's award may or may not be retroactive as the equities of each case may demand.
11. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) working days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).
12. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.
13. Except to the extent that such award is contrary to law or the provisions of this Agreement, the arbitrator's award shall be final and binding on the parties. Either party may, however, seek review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida Statutes.
14. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances before the issuance of an arbitration award shall not constitute a precedent or an admission that this Agreement has been violated.
15. If an annual contract Faculty member is terminated or suspended without pay during the term of an annual contract, the Faculty member may grieve pursuant to this Article.
16. If a continuing contract Faculty member is terminated, suspended without pay or returned to annual contract, the Faculty member may choose to proceed to arbitration pursuant to this Article or to appeal the decision under Chapter 120, Florida Statutes. The election of the Chapter 120 procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension or termination under this Article. If the Faculty member chooses to process the actions identified in this paragraph under this Article, the Faculty member's choice will be considered an election of remedies and an appeal cannot be processed under Chapter 120, Florida Statutes. Consistent with paragraph 2 above, no Faculty member may use this grievance procedure or procedure under Chapter 120, Florida Statutes, to dispute a

decision by the College not to renew an annual contract, or to dispute a decision by the College not to award a continuing contract.

ARTICLE 9

BOARD POLICIES AND RULES

Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the Board's existing rules and policies and they hereby agree that these rules and policies are to remain in effect. If a conflict exists between this agreement and a Board rule or policy, this agreement shall prevail. If the agreement is silent, Board rule or policy shall prevail.

ARTICLE 10

ACADEMIC FREEDOM

In recognition that bargaining unit members and students must be able to examine ideas in an atmosphere of freedom and confidence, the parties affirm: Bargaining Unit members are entitled to freedom in the instructional setting when discussing their subjects and pursuing the truth in accord with appropriate standards of scholarly inquiry, even those elements that may be deemed controversial, unconventional, or unacceptable by society, to the extent that they do not violate state or federal laws. Nevertheless, bargaining unit members will not depart significantly from their respective areas of competence or divert substantial time to material and/or discussion extraneous to the course. Bargaining unit members have the sole right and obligation to assess and evaluate student performance in a fair and reasonable manner within the confines of the criteria established on the course outline. Bargaining unit members are citizens, members of an educational institution, and members of an honorable and learned profession. As members of a college community, they must be free to evaluate, criticize, and advocate their personal views concerning the policies and programs of the college; however, such advocacy should be exercised responsibly and in a spirit of collegiality. Faculty's academic freedom includes the right to constructively comment on College decisions and actions of the Administration and District Board of Trustees. When a bargaining unit member communicates, he/she must recognize the special position in the community he/she holds as an employee of St. Johns River State College in that the public may judge both the bargaining unit member's institution and profession by his/her statements. The parties, therefore, recognize and affirm the Board's authority and prerogative to regulate the instructional setting and professional conduct of bargaining unit members, and to take steps appropriate to implement its responsibilities as prescribed in this Section.

ARTICLE 11

APPOINTMENT, CONTRACTS AND TERMINATION

1. Selection of New Faculty

- A. All bargaining unit member vacancies shall be filled through a competitive process. The Vice Presidents for Academic Affairs, Workforce Development/CTE, and Student Affairs, in consultation with Human Resources, are the appropriate administrative authority in compliance with Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and College policy and shall establish minimum criteria for Faculty, Librarian, and Senior Academic Advisor positions.
- B. The Administration recognizes the importance of conferring with Faculty in the hiring of new part-time and full-time Faculty, Librarians, and Senior Academic Advisors, while the Faculty also recognize their responsibility to participate in this process. Therefore, the appropriate Vice President will establish Faculty Hiring Committees consisting of full-time Faculty, Librarians, or Senior Academic Advisors as appropriate who will participate in the screening and interviewing of all candidates.
- C. The committee shall be formed and will function as follows:
- i. The appropriate Vice President or his/her designee will invite all Faculty, Librarians, or Senior Academic Advisors with Continuing Contract from the appropriate department to serve on the full- or part-time Faculty Hiring Committee. If an insufficient number of Faculty with Continuing Contract are available and/or interested in serving on the committee, Faculty without Continuing Contract will be invited to serve on the committee.
 - ii. The committee members shall review all applications for a Faculty vacancy and make recommendations as to which candidates to interview.
 - iii. The committee will interview and recommend finalists according to approved, objective criteria.
 - iv. The committee will file a written recommendation, listing finalists alphabetically and/or by ranked preference as directed by the Committee Chair, with the appropriate administrator concerning the employment of candidates.
 - v. Input from Faculty Hiring Committees will be utilized in the final selection.
 - vi. In the event that the hiring decision deviates from the Committee's recommendation, the President shall provide feedback to the Committee. The final decision for the selection of new faculty shall rest with the President.

2. Appointment and Orientation

- A. New instructional Faculty shall be required to attend an orientation prior to the beginning of their first Fall contract. Annual contract Faculty shall participate in pedagogical and discipline-specific training for up to thirty (30) hours per semester for each year they are on annual contract. Included within these hours are department meetings; meetings with mentors; and participation in Orientation, Convocation, the Professional Development Institute, and other organized professional development. The topics of the seminar series are at the discretion of the College. New instructional Faculty shall complete SJR State's Distance Learning Academy and Active Learning Workshop as part of this seminar series as directed by their Dean/Director, regardless of previous teaching experience at other institutions.

B. The College reserves the right to require bargaining unit members to teach in other disciplines or other courses within the same discipline for which they are qualified. The College also reserves the right to require bargaining unit members to work at any campus/site or modality based on institutional need.

B.C. Faculty will not be assigned to more than one campus on the same workday as part of their base teaching load; exceptions may be necessary according to program needs. Full-time Faculty will not as a rule be scheduled more than half-time online unless their programs/courses are marked as online/hybrid programs or enrollment trends dictate the need for additional online course sections.

C.D. Bargaining unit members may be required to teach in or move between both credit and clock hour programs.

3. Non-Continuing Contract Faculty Appointments

The President may recommend to the Board of Trustees a Faculty, Librarian, or Senior Academic Advisor position not eligible for Continuing Contract. These positions, although full-time, are not permanent and therefore are not eligible for continuing contract. Faculty awarded these positions may be awarded annual contracts or contracts for less than one (1) year. These Faculty appointments may be rescinded at any time. Faculty on non-continuing contract faculty appointments will be evaluated annually. Non-continuing contract faculty appointments will be so indicated in job postings, offer letters, and contracts. Examples of circumstances that would necessitate non-continuing contract Faculty appointments include, but are not limited to grant-funded positions; short-term full-time positions while a continuing contract Faculty member is temporarily on long-term leave; and other circumstances as approved by the appropriate Vice President.

4. Annual and Continuing Contracts

Established permanent Faculty, Librarian, and Senior Academic Advisor positions filled as a result of a competitive hiring process shall be eligible for Continuing Contract. All initial full-time appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, expiration date, and salary and whether the appointment is or is not eligible for Continuing Contract. All initial full-time appointments shall be annual contracts, unless it is a non-continuing contract appointment.

A. Individuals on an “annual contract” may have their contract renewed by the Board of Trustees as part of the annual budget approval process upon recommendation by the President no later than June 1st preceding the academic year for which the contract is to be effective. There is no expectation of reemployment upon the expiration of an annual contract. The President may determine not to renew an annual contract for any reason. An individual whose 9-month or 10-month annual contract is not being recommended for renewal shall receive notice of non-renewal by April~~June~~^{June}-1st. An individual whose 12-month annual contract is not being recommended for renewal shall receive notice of non-renewal by June 1st. Non-renewal of an annual contract cannot be challenged through the grievance or termination procedures provided by this Agreement. Faculty, Librarians, or Senior Academic Advisors on annual contract will be evaluated annually.

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- B. A “Continuing Contract” is a contract between the College and a Faculty member, Librarian, or Senior Academic Advisor that entitles the individual to continue in his or her respective full-time position at the College without the necessity for annual nomination. To be eligible to apply for a Continuing Contract, the individual must serve a probationary period of five (5) full years at the College and have received five (5) overall satisfactory sequential annual evaluations. The minimum of five (5) full years of service shall be continuous except for leave duly authorized and granted.
- C. Continuing Contract may be recommended to the Board of Trustees by the President for individuals who have received satisfactory ratings on their performance evaluations during the probationary period and successfully completed the Continuing Contract application process. Continuing Contracts are effective at the beginning of an academic year only.
- D. The following criteria are integral in considering an individual for Continuing Contract and in the review of their post-award performance. While the following criteria must be satisfied to be considered for the initial award of a Continuing Contract, the same criteria shall also be used to consider the return of an individual with Continuing Contract to annual contract.
- i. Continuing professional development.
 - ii. Currency in and scope of discipline-area knowledge ~~shall be an integral component of Continuing Contract consideration and may be demonstrated by pursuing coursework, training and/or equivalent educational activities (e.g., professional conference attendance).~~
 - iii. Completing all obligations within established timelines.
 - iv. Fulfilling work responsibilities and other responsibilities as stated in this Agreement.
 - v. Service to the College community.
 - vi. Adherence to professional standards of conduct as outlined in Article 245, Discipline, and College policy.
 - vii. Successful completion of the SJR State Continuing Contract Process.
- E. The Continuing Contract Portfolio will be assessed using the appropriate rubric from the list below:
- i. Instructional Faculty Continuing Contract Performance and Portfolio Screening Rubric (Appendix A)
 - ii. Adult Education Faculty Continuing Contract Performance and Portfolio Screening Rubric (Appendix B)
 - iii. Librarian Continuing Contract Performance and Portfolio Screening Rubric (Appendix C)
 - iv. Senior Academic Advisor Continuing Contract Performance and Portfolio Screening Rubric (Appendix D)

Faculty shall be provided the rubric upon hire, at the beginning of their Continuing Contract application process, and upon request.

- F. The Continuing Contract Screening Committee will include:
- i. The appropriate divisional Vice President who will serve as Chair of the Committee.
 - ii. The Associate Vice President, Dean, and/or Director.
 - iii. A Faculty member on Continuing Contract from the applicant’s department or a related field with curriculum and/or program oversight.
 - iv. The Vice President for Assessment, Research and Technology or his or her designate.

- v. Up to three additional Faculty members on Continuing Contract from the applicant's department or a related field may be invited to serve on the Committee upon the request of the applicant.
- G. To apply for Continuing Contract status, an applicant must first submit a letter to the appropriate Vice President requesting consideration for Continuing Contract status. The Vice President will verify with the College's Human Resources Department that the applicant meets the minimum qualifications for consideration for Continuing Contract status. If the minimum qualifications have been met, the appropriate Vice President will then appoint the Continuing Contract Screening Committee. If the minimum qualifications have not been met, the Vice President will inform the applicant of the qualifications that are lacking. Once the Continuing Contract Screening Committee has been appointed, the Chair of the Committee will meet with the applicant for Continuing Contract status and explain the process that the Committee will use in making a recommendation to the College President.
- H. The Continuing Contract Application and Screening Process will occur once per calendar year in accordance with the following timeline:
- i. Deadline for Faculty to submit a letter of intent to pursue Continuing Contract: first Monday in October after the Faculty member has completed a minimum of five (5) full years of service to the College as a Faculty member (a full year of service is a full academic year, August-May).
 - ii. October-November: After initial eligibility is determined, the applicant will meet with the appropriate Vice President to discuss specific timelines and details of the portfolio submission process and the Continuing Contract Screening Rubric that will be used by the Committee in the evaluation process.
 - iii. Second Monday in February: Continuing Contract Portfolio Due as directed by the appropriate Vice President.
 - iv. By March 31: Continuing Contract Screening Committee Interview with applicant and, at the discretion of the screening committee and/or the applicant, interviews with colleagues of the applicant employed by St. Johns River State College and/or students taught by the applicant as scheduled by the appropriate Vice President.
 - v. First week of April: Continuing Contract Screening Committee and appropriate Vice President recommendation to include justifications for the recommendation and/or recommendations for areas of improvement sent to College President.
 - vi. April-June: College President makes recommendation to the Board of Trustees regarding Faculty member's Continuing Contract Status
- I. If the Continuing Contract Committee fails to recommend the individual for Continuing Contract, the individual may appeal to the President. The decision of the President is final and cannot be challenged through the grievance and arbitration process or termination procedures provided by this Agreement.
- J. If the President concurs with the Committee's recommendation that the individual be awarded a Continuing Contract, the President shall recommend this action to the Board of Trustees. The decision of the Board of Trustees is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.
- K. Individuals on Continuing Contract shall have a tri-annual performance evaluation. Every three (3) years as part of the performance evaluation process, they shall submit a post-award

self-assessment that shall be reviewed by the supervising Dean/Director and be discussed with the individual as part of the classroom observation process. The purpose of the post-award self-assessment is to demonstrate continued achievement of the standards set for the initial award of Continuing Contract and to demonstrate continual growth and development in the Faculty member's discipline area. These periodic reviews of Continuing Contract Faculty shall use the same criteria established for the initial award of Continuing Contract as explained in Board Rule, SJR State 5.03.

5. **Additional Requirements to Remain Eligible to Teach**

To meet the needs of the College, both annual and continuing contract Faculty may be required to successfully complete additional coursework, industry certifications, or other credentialing licensure requirements, in order to remain eligible to teach.

6. **Dismissal of an Individual During the Term of an Annual Contract, Dismissal of an Individual with a Continuing Contract or Return of an Individual with Continuing Contract to an Annual Contract**

Upon recommendation by the President, the Board of Trustees may dismiss or return to annual contract an individual on Continuing Contract for failure to meet post-award performance criteria or for cause. Upon recommendation by the President, the Board of Trustees may dismiss an annual contract individual during the term of the contract for cause.

The President shall notify the individual in writing of the recommendation for dismissal or return to annual contract and the reasons for the recommendation. Upon approval of the recommendation by the Board of Trustees, the employee shall have the right to appeal the decision pursuant to the provisions of paragraphs 15 or 16 of Article 8 Grievance and Arbitration Procedure, as appropriate.

7. **Dismissal of an Individual due to Consolidation, Reduction or Elimination of a Program**

Upon recommendation by the President, the Board of Trustees may terminate a full-time employee on Continuing Contract should there be a consolidation, reduction, or elimination of the College's programs. The decision of the Board of Trustees as to a consolidation, reduction, or elimination of a program shall be final and cannot be challenged through the grievance and arbitration procedure. Article 256 regarding Reduction in Force will apply and any alleged violations of Article 256 can be challenged through the grievance and arbitration procedure.

ARTICLE 12

WORK RESPONSIBILITIES

Part I: Instructional Faculty

1. Contract Length

SJR State full-time annual and Continuing Contract Instructional Faculty contract length shall be for a term of nine (9) months, ten (10) months, or twelve (12) months. Contract length is determined based on the needs of the College and department and is stated in the job posting, offer letter, and Faculty contract. The standard contract length for the majority of SJR State credit Faculty is nine (9) months.

- A. **Nine (9) Month Contract:** To fulfill their contract, nine (9) month contracted instructional Faculty shall be assigned a workload during the Fall and Spring terms. No Summer workload is required or guaranteed to Faculty on nine-month contracts.
- B. **Ten (10) Month Contract:** To fulfill their contract, ten (10) month contracted instructional Faculty shall be assigned a workload during the Fall, Spring, and one of the Summer terms. The specific Summer term (term two or term three) will be assigned to the Faculty member based on the needs of the College. No extra Summer workload is required or guaranteed during the non-contracted Summer term to Faculty on ten-month contracts. No later than January of the previous contract year, Faculty on ten-month contracts may make a one-time request to temporarily change to a nine-month contract for one year without forfeiting the right to return to a ten-month contract the following academic year. However, Faculty should be aware that not all requests to move from ten-month to nine-month contracts will be approved due to programmatic requirements.
- C. **Twelve (12) Month Contract:** To fulfill their contract, twelve month contracted instructional Faculty shall be assigned a workload during the Fall, Spring, and Summer term 1 or Summer terms 2 and 3. Faculty on twelve (12) month contracts shall report to work as scheduled all days the College is open or take leave.

2. Standard Teaching Load

A standard teaching load is an assignment for an instructional Faculty member to be in an assigned space, for an assigned cumulative amount of time, which will satisfy the Faculty member's contractual obligations. A standard teaching load includes evening assignments, online/hybrid course(s), and/or an independent study course(s), and may include weekend assignments, scheduled dependent upon the needs of the program and College.

- A. **Credit Faculty:** In Fall and Spring semesters, Faculty assigned to teach full-time credit courses shall teach a minimum of fifteen (15) to eighteen (18) contact hours per week per semester, dependent on subject/discipline. All full-time college credit Faculty members shall be paid an instructional overload equal to that of the overload rate for any instructional contact hours over fifteen (15). In addition to Fall and Spring semesters, Faculty on ten-month contracts assigned to teach credit courses shall in Summer term two or three also teach a minimum of (6) to eight (8) contact hours, dependent on subject/discipline, and shall be paid an instructional overload for any instructional contact hours over six (6).

B. **Clock-Hour Faculty**: Clock-hour Faculty members shall be scheduled to be on duty forty (40) hours per week (summer hours may vary depending on program need and approval by the Vice President of Workforce Development/CTE), which includes, but is not limited to, preparation for classes, meeting attendance, grading assignments, office hours, and other duties. The administration recognizes that it is the proper function of the clock-hour Faculty member to schedule office hours and also a minimum one-half hour lunch period during each duty day, having due regard for the principle that service to the student is of first importance. This recognition does not deny the administrator's right to require modification of this schedule for good reason stated to the clock-hour Faculty member.

C. **Adult Education Faculty**: In Fall and Spring semesters, each full-time Adult Education Faculty member shall teach a minimum of 24 contact hours per week per semester and complete four hours of student monitoring/reporting work. In addition to Fall and Spring semesters, Adult Education Faculty on twelve-month contracts shall also work as scheduled all days the College is open or take leave, teaching a minimum of 24 contact hours in both Summer terms.

3. **Work Reassignments**

Reassignment is the temporary freeing of a Faculty member from teaching workload responsibilities to accomplish specific duties as required by the College. Reassignments are created and granted at the discretion of the College.

The College may initiate reassignment for a specified beginning and end time, for a clearly defined purpose, and to accomplish measurable outcomes. The purposes for reassignment include:

- A. Undertaking duties that are beyond the scope of Faculty's regular work responsibilities; and,
- B. Doing work that is necessary to advance the larger goals and mission of the College that will not otherwise be accomplished through existing personnel working under current job descriptions.

Faculty are under no obligation to accept these assignments.

The maximum reassignments per semester shall not exceed forty percent (40%) of the standard teaching load. Reassignments and any exceptions to the maximum reassignments requires the approval of the appropriate Vice President and appropriate Dean/Director at least sixty (60) days prior to the beginning date of such reassignment.

4. **Non-Teaching Duty Days**

Instructional Faculty have non-teaching duty days that are included in their contract and are identified on the Academic Calendar. Faculty will hold office hours and must be present to perform other non-teaching, instructional duties including, but not limited to, attending to professional development activities or participating in other departmental or College activities, even if classes are not held. Faculty who do not report to work for these non-teaching duty days must submit a leave request form for eight (8) hours for each workday missed in the fall and

spring terms to the appropriate Dean/Director. Ten and Twelve month-faculty must submit a leave request form for nine (9) hours for each workday missed in the summer term.

5. **Faculty Work Hours and Responsibilities**

Faculty members may have teaching assignments both on and off campus, day and evening, and at times, on the weekends. Faculty should expect to be assigned a minimum of two night classes per academic year. Faculty members are professionals whose jobs require forty (40) or more hours of professional services to the College each week over five (5) consecutive calendar days during the fall and spring terms. Ten-month and twelve-month Faculty positions require thirty-six (36) or more hours of professional services to the College each week over four (4) consecutive calendar days during the summer terms. Twenty-five (25) to twenty-eight (28) hours shall be scheduled and the remaining twelve (12) to fifteen (15) hours shall be used for College service and related professional activities. Prior to each academic year, full-time Faculty shall develop annual goals with their Dean/Director. These goals shall include all components of the Faculty member's workload responsibilities. Limited exceptions to these Faculty Work Hours may be granted by the appropriate Vice President if alternative scheduling is advantageous to the program and students.

The components of instructional Faculty workload responsibilities vary by Division:

- **Credit and Adult Education Faculty**: (a) instructional and office hours –twenty-five (25) to twenty-eight (28) hours per week; (b) College service – twelve (12) hours per week (on average); and (c) professional development – three (3) hours per week (on average).
- **Clock-Hour Faculty**: Clock-hour Faculty members shall be scheduled to be on duty forty (40) hours per week, which includes, but is not limited to, preparation for classes, meeting attendance, grading assignments, office hours, and other duties. This recognition does not deny the administrator's right to require modification of this schedule for good reason stated to the clock-hour Faculty member.

As professionals, Faculty are not required to "clock-in" daily for these duties, and it is recognized that these are minimums and that many Faculty devote more time to College activities and responsibilities. However, a Faculty schedule detailing all instructional and office hours that will be maintained will be submitted the first week of each semester, and a log/narrative summarizing the Faculty's professional development and College service will be submitted annually, both to the appropriate Dean/Director.

A. **Instructional and Office Hours**

The College shall establish a course schedule that meets the needs of students. Dean/Directors will work with Faculty members to fill scheduling requirements and establish individual schedules that meet the needs of the students. It is the responsibility of the College to assign Faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional formats that meet the needs of students.

Faculty must provide for a total time of at least twenty-five (25) hours in an instructional capacity, being available to and working with students in the classroom, directing lab activities, and through office hours. These hours must be scheduled at times reasonably convenient for students and clearly designated as hours during which Faculty members shall

be available for student appointments. Faculty members are to be available to students during classroom contact and on-campus office hours.

- i. Office hours denote regularly scheduled time periods during which Faculty shall be available for one-on-one consultations with students outside of a classroom setting, to provide instructional program related or similar academic assistance to students as needed.
 - a. Office hours shall be scheduled on campus in the Faculty member's office. ~~Faculty members may also use~~ a classroom, the academic support center, the library, or other *appropriate* campus locations and assigned sites. The availability and location of office hours must be mutually agreed upon, approved by the Dean/Director, provided in writing to the Faculty member's students and Dean/Director, and posted in the College's Learning Management System by the first day of the semester.
 - b. Each Faculty member shall publish and maintain a total of ten (10) office hours per week during each semester of the academic year.
 - 1) All ten (10) of these office hours shall be scheduled in minimum increments of thirty (30) consecutive minutes over a period of not less than five (5) days during Fall and Spring terms, four (4) days during Summer term. Due to varying instructional times, office hours for clock-hour Faculty members may vary from this requirement and must be approved by the dean/director.
 - 2) Office hours should begin no earlier than 7:00 a.m. and end no later than 10:00 p.m. Faculty shall have some regularly scheduled office hour availability during normal College business hours and be available by appointment.
 - 3) Faculty teaching all or portions of their base load online are to make efforts to meet students outside of the Monday-Friday 8am-5pm timeframe, virtually or otherwise, for office hours. Faculty are to meet with students in the venue best suited to meet student needs. To facilitate this, one (1) office hour of the ten (10) may be scheduled off campus virtually, if outside of the Monday-Friday 8am-5pm timeframe.
 - 4) Faculty whose instructional assignment is to monitor student teacher interns in their baccalaureate teaching field experiences shall, with their Dean's permission, be permitted to schedule a percentage of their required office hours at the field site(s) during the period of the students' fieldwork.
 - ~~5) Faculty shall be available to students during normal College business hours and by appointment.~~
 - 5) _____ If Faculty members cannot meet their established office hours, they must post notice to students within the College's Learning Management System and at their office location. In addition, a copy is to be sent to the Dean/Director and his/her staff confirming office hours have been cancelled during the week. Any cancellations of office hours require the Faculty member take an equivalent amount of leave.
 - 7)6) _____ In emergencies or other unusual circumstances, the Vice President for Academic Affairs or the Vice President for Workforce Development/CTE may approve exceptions to the published schedules for individual Faculty members.
 - c. Faculty whose instructional assignments include Health Sciences for which clinical or field experiences are required of participating students may count clinical or field experiences toward their instructional teaching load.

- ii. During Instructional and Office Hours, Faculty Shall:
 - a. Employ diverse teaching methods to accommodate various student learning styles, various levels of academic preparation, and nontraditional students.
 - b. Commit to continuous improvement of teaching and student learning based upon components of academic mindset.
 - c. Use student engagement strategies in instruction.
 - d. Provide accommodations to students with disabilities in a fair and timely manner. Faculty may not refuse to provide required accommodations, may not question whether the disability exists when accommodations have been authorized, ~~or~~ and may not ask to examine the student's documentation.
 - e. Be prompt and regular in attendance at classes and office hours.
 - f. Meet his/her standard teaching load or equivalent.

B. College Service

It is anticipated that Faculty will dedicate an average of 12 of the 40 hours (36 hours in summer) of their workweek to a variety of Instructional and Non-Instructional College Service activities. ~~Faculty shall~~ The following College service responsibilities are mandatory for all Faculty:

- i. Instructional College Service:
 - a. Fulfill instructional obligations such as preparing for classes and grading papers, tests, and other required student assignments.
 - b. Evaluate textbooks and Open Educational Resources as necessary.
 - c. Use the course outline and syllabus template established by the Dean/Director as a minimum standard, providing clear course expectations, explanations of consequences for not completing work, expectations of student participation and success, and clear policy as to when to expect feedback on assessments.
 - d. Utilize the course shell in the Learning Management System to facilitate timely feedback and communication with students in online, hybrid, and on-campus classes.
 - e. Provide prompt feedback to students that includes but is not limited to return of most graded assessments such as quizzes, assignments, examinations and papers within one week; return of graded major assessments / assignments / papers within timeframe specified on syllabus; and, in the Learning Management System (LMS), post grades for assignments frequently to assist students in monitoring progress; and provide concrete and constructive feedback and class discussion of results of assignments and examinations.
 - f. Refer students to academic and student support services when appropriate including, but not limited to, the Library, Academic Support Center, Virtual Skills Lab, Academic Advising, and/or CARE Counseling.
 - g. Record and report student attendance and grades promptly.
 - h. Participate in the development, measurement, and analysis of student learning outcomes (SLOs) and/or program learning outcomes (PLOs) for the purpose of overall program/course improvement.
- ii. Non-Instructional College Service:
 - a. Provide service to the department/division and College as an active participant in the academic planning process, which includes but is not limited to, curriculum development and revision; program review and assessment; establishment of

program accreditation; and other activities that support student success and academic progression.

- b. Engage in the assessment of student learning in order to guide course, programmatic, and instructional Faculty effectiveness.
- c. Be prompt and regular in attendance at department meetings, Convocation, College-wide meetings, and committee work (e.g., standing committees, councils, ad hoc committees, and department meetings). ~~Participate in College committees and/or councils~~, community groups, statewide curriculum committees, and professional organizations. The President has sole discretion to create and abolish committees whenever he/she deems it advisable. The composition of any such committee shall be at the sole discretion of the President.
- d. Attend the College's Fall and Spring commencement ceremonies; attend departmental/programmatic graduation and/or pinning ceremonies, as appropriate.
- e. Serve as a mentor for adjunct and/or dual enrollment instructors and new full-time Faculty; evaluate no more than two adjunct and/or dual enrollment instructors per academic year; and serve on hiring committees for both full-time and adjunct Faculty. Full-time Faculty shall not be required to cancel class in order to evaluate adjunct or dual enrollment instructors; however, they may be required to evaluate part-time instructors in the evening, on Fridays, or other times that they are typically not scheduled to work.
- f. Participate as appropriate and possible in student-focused activities and initiatives including, but not limited to, student activities, serving as a club sponsor, and other College initiatives.
- g. Participate in College-wide programs or initiatives designed collaboratively by the Faculty, administration, and staff of the College for the purposes of identifying, assisting, and encouraging at-risk students to attain their educational goals, including, but not limited to, early alerts, progress report campaigns, and early assessments.
- h. Participate, ~~when appropriate~~, in planning and other activities designed to fulfill institutional grant requirements and obligations.
- i. Be prepared to shift all communication with students and instruction online in the case of a disaster or other emergency.
- j. Perform any other duties required to fulfill their instructional, contractual and/or programmatic obligations as delineated elsewhere in this Agreement and assist the College with programmatic, local, state and federal compliance.

C. Professional Development

Faculty members are expected to remain current in their respective fields to include teaching and learning, and they are also expected to participate in ongoing professional development on campus and in other venues. College funding for professional development may be available but is not guaranteed. The general guidelines for Faculty professional development are as follows:

- i. Faculty are encouraged to~~will~~ identify professional development/training needs at the start of each academic year. Since it may not always be possible to identify needs at one particular time of the year, Faculty members are encouraged to notify their Dean/Director as soon as they become aware of professional development/training opportunities to consider.
 - a. The common deadline for submitting professional development requests during the budget planning process shall be established by the Vice

President for Academic Affairs and Vice President for Workforce Development/CTE each academic year.

- b. All travel requests must be submitted for approval at least eight (8) weeks prior to the event when possible. Completed travel paperwork with appropriate documentation shall be submitted immediately after travel.
- ii. Funds may be used to promote focused initiatives and help meet the strategic goals and objectives of the Department and the College. These funds cannot be used for purposes other than expenses associated with professional development activities.
- iii. Full-time Faculty may apply for funds for professional development through their Dean/Director. Pre-approval for any professional development activity is required by the Faculty member's Dean/Director and Vice President if appropriate. All travel plans associated with professional development and training opportunities are to be discussed with the Faculty member's Dean/Director prior to submission of any paperwork.
- iv. The Vice President for Academic Affairs or Vice President for Workforce Development/CTE must approve all professional development involving out-of-state travel prior to registration for the activity or incurring any travel-related expenses. The College is not responsible for reimbursing prepaid airline tickets, hotel costs, or registration costs if the out-of-state travel or international travel was not properly approved in advance. Out-of-country travel requires prior approval from the President.
- v. The availability and quantity of funds used for professional development may vary due to limitations in the College budget. Consequently, Faculty members are advised that requests for activities may be partially funded, limited to one (1) activity per year, or possibly denied. Professional development opportunities at the Division level will be funded for events that have direct and measurable impact on campus goals/initiatives, strategic objectives, accreditation, and/or student success and completion. Additional cost beyond that which is approved is the responsibility of the requester.
- vi. Faculty are encouraged to take advantage of professional development opportunities provided by the College through the Department of Distance Learning, the Department of Learning Resources, the Department of Human Resources, and their own academic department. High quality webinars and other presentations are often available at no cost to Faculty or the College.

6. **Faculty and Scheduling**

The master course schedule is developed through a cooperative effort of the Vice President for Academic Affairs and the Vice President for Workforce Development/CTE. The final adoption and revision of the schedule rests with the President.

- A. The College retains the right to determine the courses offered and days and times that the courses will be offered so as to ensure the needs of students are met. The College shall also determine the delivery methods that will be utilized to deliver each course, the campus/sites/and other locations where each course will be offered, and course rotations.
- B. The College recognizes the importance of conferring with Faculty in the scheduling process. Therefore, each Faculty member shall submit to the appropriate supervisor as directed a proposed teaching schedule consisting of a list of the proposed courses to be taught and for each course the proposed time of day and day(s) of the week. Effort will be made to

assign each Faculty member to as many courses, days, and class times in accordance to their preferences. However, Faculty teaching assignment shall be limited to and based on institutional need as determined by the College's administration.

B-C. Faculty work days shall not exceed five (5) consecutive calendar days per week. At least twelve (12) hours shall elapse between the end of a faculty member's last class on a given workday and the beginning of his/her first class of the following day. Faculty will not be assigned to more than one campus on the same workday as part of their base teaching load; exceptions may be necessary according to program needs. Full-time Faculty will not as a rule have more than half of their base load scheduled online unless their program/courses are marketed as online/hybrid programs or enrollment trends dictate the need for additional online course sections.

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E-D. Class size shall be determined by the appropriate Dean, Director, or Vice President. Minimum and maximum class sizes may vary by discipline, campus/site, and modality.

7. **Extra Teaching Assignments**

Extra teaching assignments during the Fall, Spring, and Summer terms are not guaranteed and shall be granted at the discretion of the College. Extra teaching assignments are based upon need. ~~There is no guarantee of extra teaching assignments during any term, including the Summer term.~~

An additional teaching assignment is beyond the Faculty member's base contractual teaching load and is not granted until the teaching workload and workweek obligations, as defined in sections 2 and 5 of this Article, are met. All instructional contact hours taken on as an extra teaching assignment (overload hours) shall be in addition to and scheduled outside of the Faculty's base contractual 40-hour work week during the Fall and Spring terms, or 36-hour work week during the Summer terms. Faculty will be compensated for extra teaching assignments according to Article 20 Wages of this Agreement. Any extra teaching assignment during the Fall or Spring term requires a total of two (2) additional scheduled, advertised office hours per week for a total of twelve (12) office hours per week. Unlike the additional instructional hours that must be scheduled in addition to the base 40-hour work week, the two additional office hours can be scheduled as part of the Faculty member's weekly College Service Hours.

Nine (9) month contracted Faculty are not obligated to teach or hold office hours in the Summer term, nor are they guaranteed an extra teaching assignment in the Summer term.

Ten (10) month contracted Faculty are under contract to teach Summer term 2 or Summer term 3, as assigned by the institution; however, they are not guaranteed an extra teaching assignment in the Summer term. The requirements of section 5 of this Article, Faculty Work Hours and Responsibilities, apply to office hours during the Summer term for ten (10) month Faculty.

The maximum extra teaching assignment during a Fall, Spring, or Summer term will be six hours more than the Faculty member's normal load. Exceptions to this rule require advance approval by the appropriate Vice President and documented special extenuating circumstances.

Extra teaching assignments within the Faculty member's discipline shall be assigned by the Dean/Director. In making assignments, the Dean/Director shall consider the best qualified

candidate based upon several factors including credentials, academic experience, work experience, student success, and retention and completion rates in determining whether to approve assignments.

Faculty may also request an extra teaching assignment in another discipline for which they are academically qualified and officially credentialed or at another campus/site for which there is need. Any such request must be made to the Deans/Directors of both the home department and the secondary department during the schedule drafting process. Faculty must have satisfactory performance in their current teaching assignment, as well as acceptable student success, retention, and completion rates. The Dean/Director will make the decision and placement of the Faculty member based on student and division needs. All assignments are subject to approval of the appropriate Vice President(s).

8. **Meeting Course Load Requirements**

At times, Faculty members may not be able to meet their course load requirements. Each Faculty member's fifteen (15) to eighteen (18) contact hour teaching load shall be met prior to the assignment of any overloads or assignments in that department outside the bargaining unit. When Faculty do not meet course load obligations, the Dean/Director may: (a) create a course load plan comprised of approved work equivalent to the course(s)/contact hours needed for the Faculty member to make his/her load; (b) assign Faculty to teach course(s) in another discipline or area of need, if qualified; or, (c) recommend elimination of the position pursuant to a reduction in force. The Dean/Director will document course load amendments that shall be provided to the Vice President for Academic Affairs or Vice President for Workforce Development/CTE for approval.

9. **Faculty and Student Attendance**

A. The College recognizes the correlation between attendance and both student retention and achievement. A successful college experience requires a student's regular class attendance and active engagement. Any class session or activity missed, regardless of cause, reduces the opportunity for learning and may adversely affect a student's achievement in the course.

~~B. Students are expected to attend all classes for the full class meeting time, actively participate, and complete all assigned course work for all courses for which they are registered.~~

~~B.~~ The instructor shall accommodate a student upon notification from the student of any absence, in advance when possible, because of jury duty, military leave, official representation of the College, court-mandated appearances, observance of religious holidays or medical conditions. Some medical conditions require additional, mandatory accommodations as outlined below.

The instructor may request appropriate documentation regarding these absences. The instructor shall provide the student with a written plan with due dates and assignments for work that will be missed during the absence(s).

If the absence is due to enlisting in or being called to active military service, the student shall be permitted the option of either completing the course or courses in which he or she is enrolled at a later date without penalty or the student will be voided from the course or courses with a full refund of fees paid. If the student withdraws from the course or courses,

the student's records shall indicate that the withdrawal is due to active military service. The student shall not incur academic or financial penalties.

The instructor shall accommodate a student for an absence based on medical conditions related to pregnancy. For any other medical condition except pregnancy, if the student asks the instructor to make up work missed, when reasonable, the instructor will provide the student with a written plan with due dates and assignments consistent with the activities. In accordance with College Procedure 1.1.1, Procedure on Pregnancy Accommodations, the College will treat pregnancy as a justification for a leave of absence for so long a period of time as deemed medically necessary by the student's physician in writing. At the conclusion of such period of time, the student shall be reinstated to the status she held prior to the leave. The instructor shall give the student the opportunity to make up all missed work.

D.C. The Faculty shall make a course syllabus available to enrolled students no later than the first day of class. With the exception of Adult Education and certain clock hour programs, syllabi will also be published in the College's Learning Management System no later than the first day of the semester. The syllabus shall include the instructor's attendance requirement. For distance learning courses, on the syllabus:

- i. Instructors should define specific expectations regarding students' interactions within distance learning courses (online, hybrid, synchronous, etc.) and attendance at orientation when required, as well as students' use of the class website and/or other media.
- ii. For distance learning classes, the following U.S. Department of Education Guidelines for academic attendance shall be used:
 - a. An academic assignment submission may be counted as attending.
 - b. Taking an examination, interactive tutorial, or a computer-based instruction may be counted as attending.
 - c. Participating in an online discussion that is academically related may be counted as attending.
 - d. Interacting online with Faculty about subject matter or to ask course-related questions may be counted as attending.
- iii. Instructors may require a more rigorous attendance requirement in distance learning courses due to such factors as program requirements, state mandates of 100% attendance, etc.

E.D. To comply with Federal Financial Aid requirements, *as a minimum standard*, attendance will be taken during each class meeting the first three (3) weeks of class, after the sixty percent (60%) point in the term for a duration of one (1) week, and during the final week of class.

- i. The specific date ranges that correspond with these times will be provided by the Director of Financial Aid for each term and session and communicated to Faculty.
- ii. Daily attendance may be maintained at the discretion of the Faculty member or at the direction of the Faculty member's Dean/Director.

F.E. Attendance Census Point One: No Shows.

- i. At the beginning of each term, Faculty members will be asked to confirm the attendance of the students on their rosters.
- ii. Faculty shall report "no shows" on each grade roster in MYSJRSTATE by the date provided by the Director of Financial Aid.

- iii. Students whose names do not appear in the class roster must be referred to the appropriate office within Student Affairs and should not be permitted to attend class.

G.F. Attendance Census Point Two: First Three (3) Weeks of the Term.

- i. After the first attendance census point of the completion of the first three (3) weeks of class, Faculty shall submit attendance warnings in MYSJRSTATE to students who were not No Shows but have unexcused absences for the equivalent of three fifty (50) minute class sessions or one week's worth of work online.
- ii. Faculty may continue to submit attendance warnings after this first census point as students have additional unexcused absences.
- iii. Faculty may submit attendance withdrawals in MYSJRSTATE to students who were previously warned and then miss additional class sessions or work online (unexcused absences) and have not yet been withdrawn.

H.G. Attendance Census Point Three: Sixty Percent (60%) of the Term.

- i. After the second attendance census point of the sixty percent (60%) point of the term, Faculty may submit attendance withdrawals in MYSJRSTATE to students who were previously warned and missed additional unexcused class sessions or work online and have not yet been withdrawn.
- ii. At this time, Faculty shall also submit attendance warnings in MYSJRSTATE to students who were not No Shows but have missed the equivalent of three fifty (50) minute class sessions or one week's worth of work online (unexcused) and were not previously warned.
- iii. Instructor initiated attendance warnings and attendance withdrawals may be submitted up until the last day to withdraw in the semester as published in the Academic Calendar. Prior to this deadline, all Faculty are responsible for submitting an attendance warning and withdrawal for all students whose last date of attendance was prior to the 60% point of the term.

H.H. Attendance Census Point Four: Final Week of the Term. While submitting final grades, Faculty shall report the last date of attendance for students whose final course grade is D, F, or Incomplete.

10. Student Grades and Academic Progress

- A. Faculty shall keep students informed of their academic progress on a regular basis throughout the term or academic session. Grades should be posted in the Learning Management System within one (1) week of each assessment being completed throughout the term. At a minimum, Faculty shall post within the Learning Management System all student grades at four (4) critical points during Fall and Spring semesters:
 - i. By the fourth (4th) week of the term;
 - ii. At mid-term. For students making below a "C" at this time, Faculty shall advise the student and/or refer the student to appropriate College resources;
 - iii. Prior to the official withdrawal date for the course; and,
 - iv. Two weeks prior to the end of the semester for major terms and one week prior to the end of the semester for Summer A and B terms.
- B. Faculty teaching during reduced-length terms (summer, minimesters, etc.) will post mid-term grades for each student per the timelines of that session.

- C. Faculty are prohibited from publicly posting student names, student identification numbers, and grades with respect to performance or conduct in a course.
- D. Grades from all third-party or publisher course material sites must be transferred and recorded in the Learning Management System in accordance with the deadlines listed above.
- E. Faculty shall submit final course grades according to the direction of the College Registrar and timeline established on the Academic Calendar for the appropriate part of term.
- F. Faculty must retain records of final grades and last date of attendance for withdrawn students for a minimum of two (2) years. Faculty are required to keep the final examination papers or any other assessments that were not returned to students on file for two (2) years. Specific programmatic requirements may dictate some faculty retaining student grades and other records for longer, specified, periods of time.

11. **Final Exam Week**

- A. Faculty are required to offer final examinations and/or final projects to all credit students during the scheduled final examination period. All final examinations and/or final projects must be graded by the Faculty, regardless of students' grades going into the final. The final exam **requirement and** schedule does not apply to science laboratory courses, Limited Access programs, or reduced length terms.
- B. Faculty members are to be accessible and responsive to students to support their academic success and progression. As such, Faculty are expected to be available to students during final exam week. Faculty shall adjust their office hours during this week to ensure availability to students and support end of semester grading requirements as follows:
 - i. Faculty are to post office hours for final exam week at their office location and in the College's Learning Management System.
 - ii. Faculty are to post a minimum of ten (10) office hours over a five (5) day period during final exam week for the Fall and Spring semesters.
 - iii. Out-of-office email and phone responses are not to be posted until the contractual period is complete.

Part II: Librarians and Senior Academic Advisors

1. **Contract Length**

- A. SJR State Librarians are on twelve (12) month contracts. Librarians shall report to work all days that the College is open or take leave.
- B. SJR State **Senior Academic** Advisors are on eleven (11) or twelve (12) month contracts.
 - i. Twelve (12) Month Contracts: **Senior Academic** Advisors on twelve (12) month contracts shall report to work all days that the College is open or take leave.
 - ii. Eleven (11) Month Contracts: **Senior Academic** Advisors on eleven (11) month contracts shall submit a yearly calendar requesting approval for Contracted Days Off (CDO) by June 1st for the upcoming academic year. CDO days cannot be used on registration drop and add days or for the month of August due to heavy student traffic and demand for student advising services.

2. **Work Reassignments**

Reassignment is the temporary freeing of a Librarian or Senior Academic Advisor from regular workload responsibilities to accomplish specific duties as required by the College. Reassignments are created and granted at the discretion of the College.

The College may initiate reassignment for a specified beginning and end time, for a clearly defined purpose and to accomplish measurable outcomes. The purposes for reassignment include:

- A. Undertaking duties that are beyond the scope of a Librarian's or Senior Academic Advisor's regular work responsibilities; and,
- B. Doing work that is necessary to advance the larger goals and mission of the College that will not otherwise be accomplished through existing personnel working under current job descriptions.

Librarians and Senior Academic Advisors are under no obligation to accept these assignments.

The maximum reassignments per semester shall not exceed forty percent (40%) of the time the Librarian or Senior Academic Advisor spends on their normal workload. Reassignments and any exceptions to the maximum reassignments requires the approval of the Vice President for Academic Affairs or Vice President for Student Affairs and appropriate Dean/Director at least sixty (60) days prior to the beginning date of such reassignment.

3. Duty During Intersession

Librarians and Senior Academic Advisors are eleven (11) or twelve (12) month Faculty and report to the College on all days the College is open, including intersessions between Spring and Summer terms and between Summer and Fall terms. Librarians and Senior Academic Advisors will work regular hours during intersession and must be present to perform duties including, but not limited to, attending to professional development activities, participating in other departmental or College activities, advising students, or preparing for the upcoming semester, even if classes are not held. Librarians and Senior Academic Advisors who do not report to work these intersession days must submit a leave request form to the appropriate Dean/Director as they would any other day.

4. Librarians' and Senior Academic Advisors' Work Hours and Responsibilities

Librarians and Senior Academic Advisors shall adhere to a minimum of a forty (40) hour work week Fall and Spring terms, thirty-six (36) hour work week Summer terms, scheduled as appropriate with the approval of their Dean/Director.

A. Librarians

~~A.~~ Fall and Spring terms, Librarians shall work forty (40) on-campus hours per week on College activities. Summer terms, Librarians shall work thirty-six (36) on campus hours per week on College activities. An average of up to five (5) hours per week may be used for College service/professional development, as approved by the appropriate Administrator. Professional activities in which Librarians participate during the remaining hours will be determined during conferences with the appropriate Administrator and evaluated annually. Work schedules, goals, special projects, and events shall be developed by the Librarian in collaboration with and approved by the supervising Administrator to ensure that adequate coverage is provided to meet student needs.

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Public Service Librarians are responsible for the following:

- i. Providing research services as outlined in the *Research and Instructional Services Manual* at designated service points by phone, email, chat, or in-person consultation. Maintaining awareness of College resources and provides referral services for students as needed.
- ii. Providing instructional services on campus, online, and at off-site locations as outlined in the *Research and Instructional Services Manual*; developing information literacy curriculum; creating instructional materials and programming. Cultivating personal knowledge and understanding of information literacy standards, pedagogical approaches, and assessment methods and applies that knowledge to one's teaching in all formats.
- iii. Engaging in faculty outreach; consulting with faculty to create subject or discipline-based instructional content for delivery in-person and/or online.
- iv. Serving as a liaison to internal or external departments or agencies as assigned; serving as department coordinator for services or initiatives as assigned.
- v. Maintaining the professional integrity of the library's instructional content and collections; participating in the library's collection development program in keeping with the department's *Collection Development Policy*.
- vi. Honoring cultural diversity by creating content and events in support of local, state, and national observances as provided for in the *Department of Learning Resources Policy for Observances and Events*.
- vii. Participating in outreach programs including library and College events; creating content for social media and online platforms as assigned; identifying new outreach possibilities and discussing new program ideas with the Dean of Learning Resources.
- viii. Participating in annual and on-going department review of policies, goals, data, and guiding documents; with the Dean of Learning Resources, developing meaningful systems of evaluating services, resources, and instruction; participating in College initiatives regarding student success and institutional effectiveness; maintaining, gathering, and reviewing relevant statistics and data gathered through department metrics and assessments.
- ix. In conjunction with library staff, cultivating a welcoming, scholarly atmosphere in the library for all students, faculty, staff, and visitors; explaining and enforcing department and College policies, rules, and regulations.
- x. Performing circulation and/or technical services duties as needed.
- xi. Maintaining the confidentiality of all library transactions, library records, and student records in keeping with College policy, the State of Florida, and federal legislation.
- xii. Keeping the Campus Librarian and/or Dean of Learning Resources informed of all issues concerning the library's facility and services.
- xiii. Assisting the Campus Librarian with training and supervision of part-time staff and adjunct Librarian(s) as assigned; coordinating with the Campus Librarian to assure that there is adequate staffing at all times. In the absence of the Campus Librarian, serving as the location supervisor on duty; serving as the proxy for campus time-sheet approval.
- xiv. Demonstrating a working knowledge of the College's emergency protocols and procedures; coordinating the lock-down or evacuation of library building patrons in the event of an emergency or drill.

In addition to the responsibilities of Public Services Librarians, Campus Librarians are also responsible for the following:

- i. Managing the daily operation of the campus library facility; coordinating the use of the library's spaces with the campus Director or other College departments; arranging library usage for district consortia training sessions and meetings if approved by the Dean of Learning Resources; submitting facility and/or IT work orders for location as needed.
- ii. Supervising the career service personnel, part-time personnel, and adjunct Librarian(s) at the campus library facility; performing annual evaluations of those career service staff and adjunct Librarians; devising work schedules for all library faculty and personnel at that location; ensuring all library personnel report to work as scheduled and recording schedule changes; approving leave requests for all library faculty and personnel at that location before forwarding to the Dean of Learning Resources; approving part-time personnel and adjunct timesheets monthly.
- iii. Hiring part-time personnel and/or adjunct Librarians as needed following College protocol; training new employees with assistance from library faculty and personnel; submitting rehire requests to Dean of Learning Resources as directed.
- iv. Submitting annual budget requests for furniture or equipment for the location to the Dean of Learning Resources as directed; demonstrating efficient use of funds for campus collection development.
- v. Resolving patron issues regarding library services while ensuring compliance with the terms established in department and College policy; referring issues outside of one's scope of control to the Dean of Learning Resources and/or the campus Director as appropriate.
- vi. Keeping the Dean of Learning Resources informed about all issues concerning the campus library's facility, use, and personnel.

B. Senior Academic Advisors

Full-time Senior Academic Advisors shall work on campus a minimum of forty (40) hours per week

Fall and Spring terms, thirty-six (36) hour work week Summer terms, on College activities. Professional development to maintain advising proficiency as well as enhance service to students is encouraged and supported throughout the year when departmental budgets allow.

- i. The primary responsibility of Senior Academic Advisors is to engage in activities directly related to enhancing student success through academic advising.
- ii. Senior Academic Advisors provide professional academic advising for all students, which consists of the education and communication of college policies and procedures, program requirements, and program planning as the Senior Academic Advisor assists students in:
 - a. Understanding the unique demands of the college learning environment and the associated changes in daily living that may need to occur.
 - b. Setting academic and career goals.
 - c. Assuming responsibility for meeting academic requirements.
 - d. Understanding initial placement.
 - e. Understanding exempt or non-exempt status.
 - f. Identifying where to locate program requirements.
 - g. Articulating the purpose of the AA transfer degree and the AS/certificate programs.

- h. Articulating the difference between limited access and open access programs at SJR State and elsewhere.
- i. Articulating the difference between course prerequisites and transfer specific courses.
- j. Researching Baccalaureate degree requirements
- k. Program planning for limited access programs including alternate plans.
- l. Creating preliminary academic plans utilizing Degree Works, Florida Shines and college and university websites.
- m. Reading the class schedule, selecting, and registering for appropriate classes.
- n. Identifying where to find admissions and registration policies and procedures.
- o. Accessing academic support services such as: Academic Support Centers, Academic Success Workshops, Virtual Skills Lab, and online tutoring resources.
- p. Accessing financial aid and scholarship assistance.
- q. Accessing disabled student services and self-identifying if applicable.
- r. Accessing career assessment testing and goals planning resources.
- s. Recognizing common academic terms.
- t. Navigating the portal.
- u. Applying for graduation.

Additional **Senior** Academic Advisor responsibilities include:

- i. Providing leadership in the advising office and serving as a resource for complicated or unusual student situations.
- ii. Coordinating in conjunction with the Director of Advising the advising staff schedules to ensure appropriate advisor coverage, advisor walk-in and appointment availability, which is reflective of student's needs.
- iii. Leading a small team of staff members as we review and enhance advising services such as enhancing services for students with disabilities, integrating career advising and exploration in to the advising curriculum, and working with our special student populations.
- iv. Forecasting and providing proactive solutions to potential issues or concerns.
- v. Keeping appropriate records of individual student meetings, emails or conversations.
- vi. Providing 20+ credit hour academic planning and capturing student transfer intent.
- vii. Facilitating changes of program of study.
- viii. Adding and/or removing of advisor holds.
- ix. Providing liaison services with academic or college departments.
- x. Verifying and certifying programs of study for Financial Aid and Veterans Affairs.
- xi. Facilitating appeals when appropriate.
- xii. Leading individual or group advising sessions for incoming students.
- xiii. Proactive outreach and follow up with identified student populations.
- xiv. Reviewing and taking action on transient forms.
- xv. Identifying and providing academic accommodations for students with disabilities.
- xvi. Coordinating referrals to appropriate on campus or social service agencies based on students' educational, vocational and personal needs.
- xvii. Proactive outreach, intervention and monitoring of student cohorts.

- xviii. Coordinating student success resources for students referred by faculty and following up with students and faculty.
- xix. Assisting in planning and coordinating graduation.
- xx. Participating in professional development workshops and presentations, staff meetings and other college functions as appropriate.
- xxi. Closely coordinating advising goals and outcomes with Academic Affairs, Florida School of the Arts and Workforce Development.
- xxii. Traveling between campuses as necessary.
- xxiii. Representing the College and the advising office at appropriate community or high school events.
- xxiv. Assisting in the administration of initial placement and disability testing.
- xxv. Performing other duties as may be assigned by the Vice President for Student Affairs or the Director of Academic Advising.
- xxvi. Handling prospective student inquiries and responding to in-depth inquiries about the College's program of study and promptly communicating responses that are understandable by students, parents, and tri-county school districts' personnel.

5. **College Service: Librarians and Senior Academic Advisors**

It is the expectation of the College that Librarians and Senior Academic Advisors shall:

- A. Provide service to the department/division and College as an active participant in the academic planning process, which includes but is not limited to, curriculum development and revision; program review and assessment; establishment of program accreditation; and other activities that support student success and academic progression.
- B. Participate with other Faculty colleagues in their respective academic support areas in order to develop, revise and implement programs or services as needed.
- C. Be prompt and regular in attendance at department meetings, Convocation, College-wide meetings, and committee work (e.g., standing committees, councils, ad hoc committees, and department meetings). ~~Participate in College committees and/or councils~~, community groups, statewide curriculum committees, and/or professional organizations. The President, in his sole discretion, may create and abolish committees whenever he deems it advisable. The composition of any such committee shall be at the sole discretion of the President.
- D. Attend the College's Fall and Spring commencement ceremonies and departmental/programmatic graduation and/or pinning ceremonies, as appropriate.
- E. Participate as appropriate and possible in student-focused activities and initiatives including, but not limited to, student activities, serving as a club sponsor, and other College initiatives.
- F. Participate in College-wide programs or initiatives designed collaboratively by the Faculty, administration, and staff of the College for the purposes of identifying, assisting, and encouraging at-risk students to attain their educational goals, including, but not limited to, early alerts, progress report campaigns, and early assessments.
- G. Be prepared to shift all communication with students, advising, and library instruction online in the case of a disaster or other emergency.

- H. Periodically establish goals and provide self-assessments to the appropriate Dean/Director as part of their periodic evaluation process.
- I. Perform any other duties required to fulfill their instructional, contractual and/or programmatic obligations as delineated elsewhere in this Agreement and assist the College with programmatic, local, state and federal compliance.
- J. Participate in the establishment, measurement and analysis of outcomes that support student success for the purpose of improving the delivery of academic and/or student support services.

6. **Professional Development: Librarians and Senior Academic Advisors**

Librarians and Senior Academic Advisors are expected to remain current in their respective fields to include teaching and learning, and they are expected to participate in ongoing professional development on campus and in other venues. College funding for professional development may be available but is not guaranteed. The general guidelines for professional development for Librarians and Senior Academic Advisors are as follows:

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- A. Librarians and Senior Academic Advisors are encouraged to~~will~~ identify professional development/training needs at the start of each academic year. Since it may not always be possible to identify needs at one particular time of the year, Librarians and Senior Academic Advisors are encouraged to notify their Dean/Director as soon as they become aware of professional development/training opportunities to consider.
 - i. The common deadline for submitting professional development requests during the budget planning process shall be established by the Vice President for Academic Affairs and Vice President for Student Affairs each academic year.
 - ii. All travel requests must be submitted for approval at least eight (8) weeks prior to the event when possible. Completed travel paperwork with appropriate documentation shall be submitted immediately after travel. The College is not responsible for reimbursing prepaid airline tickets, hotel costs, or registration costs if the out-of-state travel or international travel was not properly approved in advance. Out-of-country travel requires prior approval from the President.
- B. Funds for professional development may be used to promote focused initiatives and help meet the strategic goals and objectives of the Department and the College. These funds cannot be used for purposes other than expenses associated with professional development activities.
- C. Librarians and Senior Academic Advisors may apply for funds for professional development through their Dean/Director. Pre-approval for any professional development activity is required by the Librarian's or Senior Academic Advisor's Dean/Director and Vice President if appropriate. All travel plans associated with professional development and training opportunities are to be discussed with the Librarian's or Senior Academic Advisor's Dean/Director prior to submission of any paperwork.
- D. The Vice President for Academic Affairs or Vice President for Student Affairs must approve all professional development involving out-of-state travel prior to registration for the activity or incurring any travel-related expenses.

E. The availability and quantity of funds for professional development may vary due to limitations in the College budget. Consequently, Librarians and Senior Academic Advisors are advised that requests for activities may be partially funded, limited to one (1) activity per year, or possibly denied. Professional development opportunities at the Division level will be funded for events that have direct and measurable impact on campus goals/initiatives, strategic objectives, and/or student success and completion. Additional cost beyond that which is approved is the responsibility of the requester.

F. Librarians and Senior Academic Advisors are encouraged to take advantage of professional development opportunities provided by the College through the Department of Distance Learning, the Department of Learning Resources, the Department of Human Resources, and their own academic department. High quality webinars and other presentations are often available at no cost to Faculty or the College.

7. **Extra Teaching Assignments**

A. Librarians and Senior Academic Advisors are eligible to teach outside of their contractual work hours if they are qualified for the teaching assignment, selected for employment by the appropriate department, and provided that the teaching assignment does not interfere with the Librarian's or Senior Academic Advisor's regular duties. Librarians and Senior Academic Advisors selected for extra teaching assignments will be compensated according to Article ~~20~~ Wages of this Agreement.

B. Extra teaching assignments during the Fall, Spring, and Summer terms are not guaranteed to Librarians and Senior Academic Advisors and shall be granted at the discretion of the College. Extra teaching assignments are based upon need. There is no guarantee of extra teaching assignments during any term, including the Summer term.

ARTICLE 13

COURSE OUTLINES AND SYLLABI TEMPLATES

1. Course Outlines

- A. The Course Outline serves as an *official record* for a course and facilitates transfer to other institutions. It establishes the course content and learning outcomes, it provides curriculum consistency across all sections of a course, and a current course outline is maintained for each course offered by the College. Copies of this course outline are maintained electronically in each respective academic division office and reviewed by the Office of Academic Affairs or Workforce Development.
- B. The course outline provides the requirements that must be followed by all Faculty who teach the course. As a permanent record, the course outline serves as the official document for what was covered in the course, at what level, scope and depth, and credit. The course outline for all College courses shall be reviewed and updated as needed by each division/department. Deans/Directors will ensure the course outlines are reviewed and current.
- C. All full-time department Faculty members are responsible to meet with the Dean/Director to provide the needed input to develop and/or update the course outline. In cases where there is a single department member, that Faculty member shall be the responsible party. Divisions shall maintain electronic copies.
- D. The course outline must contain the following information:
- i. The course prefix, number and course title
 - ii. The number of credit hours, contact hours, and/or clock hours
 - iii. The course description, ~~including any~~
 - ~~iii~~.iv. ~~P~~re-requisites or co-requisites
 - ~~iv~~.v. Whether the course satisfies general education; if so, state the area.
 - ~~v~~.vi. The program mission statement
 - ~~vi~~.vii. The program outcomes which align with the course
 - ~~vii~~.viii. The course/student learning outcomes
 - ~~viii~~.ix. The course content
 - ~~ix~~.x. Special course requirements
 - a. Any departmental policies (e.g., minimum number of assessments)
 - b. Any information required by the Florida Department of Education or the College (e.g., background check)
 - ~~x~~.xi. Course support materials
 - ~~xi~~.xii. Criteria for student evaluation
 - a. Any departmental policies or guidelines (e.g., weight of exams, quizzes)
 - ~~xii~~.xiii. Course assessment methods (methods to assess student learning outcomes, if applicable)
 - ~~xiii~~.xiv. Name of Faculty member(s) who last reviewed the course outline and the revision date
 - ~~xiv~~.xv. Name of administrator(s) who last reviewed the course outline and the revision date

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2. Syllabi Templates

- A. Each SJR State department/division has a Syllabus Template that is distributed to Faculty by the Dean/Director of that area. The following items are common to all SJR State departments/divisions and shall be included on all course syllabi:
- i. Instructor's name, phone number, email address, office location, and office hours
 - ii. Class meeting day(s), time(s), and location(s)
 - iii. SJR State Catalog Description of course and number of credit/contact hours
 - ~~ii~~.iv. Pre-requisites or co-requisites
 - ~~iv~~.v. Student Learning Outcomes
 - ~~v~~.vi. Academic Integrity Statement
 - ~~vi~~.vii. Disability Statement
 - ~~vii~~.viii. Non-discrimination statement
 - ~~viii~~.ix. Attendance Policy
 - ~~ix~~.x. Grading Policy and Procedures
 - a) Including all components of the final grade and how much each component is worth so the student can determine how the final grade will be calculated
 - b) Grading scale
 - c) Weight of final exam
 - d) Timeline for grading assessments
 - ~~x~~.xi. Course Calendar
 - a) First day of class
 - b) Class meeting dates
 - c) Last day of class
 - d) College holidays
 - e) Topics/reading to be covered each class meeting
 - f) Assessment (tests, major assignments, etc.) dates and topics. Assignments and exams should not be due on holidays, days the College observes as a holiday, or during breaks (e.g., Thanksgiving Break or Spring Break).
 - g) Last day to officially withdraw
 - h) Final Exam date and time
- B. Additional items specific to the department/division may be included on the Syllabus Template for that area. Faculty shall utilize the Syllabus Template format distributed by their Dean/Director and include all information from their template on their course syllabi.
- C. By the end of the first day of a semester or session, all Faculty members shall develop and distribute to students and post in the College's Learning Management System a course syllabus utilizing their Department's Syllabus Template for each class they are teaching.

ARTICLE 14

DISTANCE LEARNING

Distance learning facilitates access to education and provides a path to completion of academic and career objectives for college students and community members. Recognizing this, Faculty shall be expected to participate in teaching in alternate formats and master the skill of successfully teaching online. The College seeks to provide: (a) the community with programs which increase access to educational services; (b) students with intellectually stimulating courses which have a standard commensurate with those taught via successfully established delivery modalities; and (c) Faculty with opportunities to develop programs/courses and delivery systems. Last, the College and Faculty agree to work jointly to protect the integrity of the College's programs and course offerings.

1. Distance Learning

Distance learning is a teaching modality whereby all or the majority of instruction and student interaction occurs via electronic media or equivalent mechanisms with the Faculty and students physically separated from each other. This includes courses that are fully online as well as hybrid, flipped, computer-based courses, and other alternate delivery methods.

2. Distance Learning Course Offerings

The College shall determine which courses will be developed and offered via distance learning and reserves the right to schedule online and/or any alternate delivery courses to best serve student needs. The College may enter any course housed on the Learning Management System at any time to assess instructional quality.

3. Course Development

A. Course development is recognized as:

- i. creating a new online course;
- ii. converting an existing online course to the appropriate SJR State online or Quality Matters format; or
- iii. significant redesign of an existing online course.

B. The Dean/Director will initiate the process for online course development. Online offerings are based on student need and are offered at the sole discretion of the College.

C. Textbooks should be the same for online courses as face-to-face. Textbook decisions for online courses follow the same procedures outlined in Article 156 of this Agreement.

D. An online course is the property of the College and as such will be held in repository for other qualified Faculty to utilize.

E. The College reserves the right to enter or monitor Faculty course shells and/or third party or publisher sites used for instructional purposes.

4. Class Size

Determination of class size for distance learning classes is at the discretion of the College.

5. **Distance Learning Teaching Assignments**

Assignments to teach a distance-learning course shall be based on need. Assignments will be initiated by the Dean/Director only after verification of the Faculty member's online training. Success and course retention rates in current online courses shall be reviewed prior to assigning Faculty members future online courses.

- A. The Faculty member who developed the original course shall be given primary consideration to develop and teach the online course contingent upon satisfactory evaluation by the Dean/Director. However, the College has the right to seek other qualified Faculty members to develop and teach the course(s).
- B. All courses must meet minimum quality standards as determined by the College.
- C. The College has the right to use and/or modify the online learning materials developed by a Faculty member for instructional, educational, or administrative purposes.
- D. Prior to the development of an online course, the College and the participating Faculty member(s) shall agree on the extent and type of technical support needed and all required professional development that must be successfully completed.
- E. Continued online teaching assignments are contingent upon but not limited to student completion rates, success rates, and student course evaluation information.

6. **Distance Learning Training for Faculty**

Due to the speed of technological change in our society, the College and the Faculty should expect to engage in ongoing discussions and training regarding online learning issues. Faculty agree to maintain currency in teaching and learning pedagogy and technologies that facilitate student engagement and success in an online environment.

The College has established the following Distance Learning Training for Faculty:

- A. *Initial SJR State Distance Learning Course Training*: Faculty shall complete the College's Distance Learning Academy (DLA) in order to be eligible to teach distance education courses. St. Johns River State College Online Course Evaluation Checklist (Appendix E) establishes the minimum expectations that must be completed prior to teaching an online course (Essential items with three stars). Faculty cannot concurrently teach distance education courses and participate in the Distance Learning Academy. Limited exceptions to concurrent enrollment requires approval from the appropriate Vice President.
- B. *Ongoing SJR State Distance Learning Course Training*: Faculty shall complete ongoing training as deemed necessary by their Dean/Director/other administration to maintain both the technological competence and knowledge of instructional strategies required to teach online.

7. **Faculty Responsibilities**

- A. Each section of every course at the College, regardless of course delivery method, will have an online course shell created in the Learning Management System for Faculty use. All Faculty are expected to utilize the course shell to facilitate timely feedback and communication with students in online, hybrid, and on-campus classes.

- B. All distance-learning courses are expected to be loaded and published by the Faculty by 8:00 a.m. on the first day of the semester.
- C. Faculty are required to check and respond to Learning Management System course messages daily Monday through Friday and at least once over the weekend if major assignments are due that weekend. If no major tests or assignments are due over the weekend, the Faculty member is not required to check online course(s) over the weekend.
- D. Publisher and/or third-party content should not constitute the entire content of the course and should be integrated into the course or used as supplemental material.
- E. Grades from all third-party or publisher course material sites must be transferred and recorded in the Learning Management System.
- F. Faculty are required to give access to publisher content to eLearning staff for troubleshooting purposes.
- G. Faculty teaching all or portions of their base load online are to make efforts to meet students outside of the Monday-Friday 8am-5pm timeframe, virtually or otherwise, for office hours. Faculty are to meet with students in the venue best suited to meet student needs. To facilitate this, one (1) office hour of the ten (10) may be scheduled off campus virtually, if outside of the Monday-Friday 8am-5pm timeframe.

H. Online office hours must be held using a video conferencing tool (e.g., Canvas Conferences) and must be posted and accessible by students using methods in accordance with Article 12 Work Responsibilities of this Agreement.

H.I. Within the confines of the course scheduling and advertising process and timeline, Faculty retain the right to determine how their own online students are assessed, to include the use of one or more proctored exams. Additional requirements for proctored exams may occur within various disciplines due to programmatic accreditation standards.

I.J. Regardless of course delivery method, Faculty are responsible for fulfilling the expectations for Instructional Faculty as described in Article 12 Work Responsibilities.

8. Evaluation of Online Courses

- A. As a result of Florida’s Statewide Online Course Quality Initiative, starting in 2019, the Florida College System’s and the State University System’s online courses have been tagged with a Quality designation. Statewide, Florida Online Course Design Quality Reviews can result in a “Not Rated,” “Quality,” or “High-Quality” designation in the Florida Shines Course Catalog.
- B. The St. Johns River State College Online Course Evaluation Checklist is the tool that establishes both the minimum expectations that must be completed prior to teaching an online course and the criteria for receiving “Quality” and “High-Quality” course designation. Essential items with three stars must be included in the online class for successful completion of the Distance Learning Academy; however, inclusion of only “Essential” items will not result in a “Quality” or “High-Quality” designation.

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- C. After completion of the Distance Learning Academy, Faculty shall continue work towards achieving “Quality” or “High-Quality” course designation status, completing additional training as necessary.
- D. All SJR State online courses shall be evaluated for “Quality”/“High-Quality” Designation according to Florida’s Statewide Online Course Quality Initiative review process and timeframe:
 - i. All College online courses shall be evaluated using the St. Johns River State College Online Course Evaluation Checklist (Appendix E) by a review panel consisting of the Dean/Director of the department or program; the Director of eLearning or designee; and one or more Faculty peer reviewers. All members of the review panel shall have successfully completed the Applying the Quality Matters Rubric (APPQMR) or comparable training prior to serving on the review panel. SJR State Online Course Evaluation Checklist subject to change in response to State of Florida/Department of Education/QM Standards updates.
 - ii. Timeframe:
 - a. Initial Evaluation of New Online Courses: Within two semesters of an instructor completing the Distance Learning Academy or the first semester after the launch of a new course.
 - b. Current SJR State Online Courses: Within two (2) years for existing courses that have not yet been evaluated as part of this process.
 - c. Renewal of Quality or High-Quality Designated Courses: After designation as a “Quality” or “High-Quality” Course, course designation must be renewed every three (3) years, or if circumstances warrant, sooner and with greater frequency.

ARTICLE 15

TEXTBOOK SELECTION

~~The selection of textbooks and supplementary materials to be used are the responsibility of the~~ Full-time Faculty members are responsible for selecting the textbooks and instructional materials for their respective departments and shall be determined per College guidelines. The parties agree that student access to affordable high quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The Faculty and the College are committed to the on-going development of appropriate policies, procedures, and standards for the selection of textbooks and course materials to maximize student success, access and affordability.

The Faculty and College recognizes the financial impact that the cost of textbooks has upon students. Faculty shall make every effort to help control student costs by selecting high-quality instructional material at the lowest available price seeking the most economical options, and utilizing all required texts. ~~In addition,~~ Faculty shall use considerations when selecting texts as prescribed in Florida Statute and SBE Rule related to textbook affordability such as:

- Digital textbooks or open access textbooks
- Rental options (the College reserves the right to determine if a textbook is feasible to place in the rental program)
- Length of time textbooks/instructional materials remain in use
- Textbook/instructional material bundling options

All sections of the same course shall use the same textbook. An exception may be made for an alternate textbook if the purpose is to pilot the textbook for possible future department-wide adoption. At the end of the pilot, if the alternate textbook is not adopted by the department, then the alternate textbook will no longer be used. A Faculty member shall not require a student to purchase any course materials that are not College approved per the process stated herein.

1. Textbook Selection Process

The textbook selection process shall include:

- A. ~~Full-time~~ Faculty within each department shall select primary textbook(s) and/or instructional materials to be used in each course (including those taught by part-time Faculty). Faculty who have published textbooks may not use their own text unless it is approved by the majority of Faculty within the department as the main text and the text has followed the same vetting process as other textbook selections.
- B. Faculty within each department shall meet and discuss textbook selections and provide written documentation addressing all the considerations listed above and on the designated form as determined by the College. This is required for any initial adoption of a text or new edition of a text that is currently in use as well as for any textbook review. The forms must be completed and submitted to the Dean/Director for signature by the dates identified in paragraph D below.
- C. ~~The final decision to adopt a textbook~~ Textbook selections shall be made by majority vote of eligible department Faculty participating in the textbook selection process. All full-time Faculty qualified to teach the course and scheduled to teach the course during the following academic year shall be included in the voting in each department. The Dean/Director will be provided the opportunity to have input regarding the textbooks being considered.

- D. Textbooks must be selected and approved utilizing the required forms by April 1 for the following academic year. Under special circumstances approved by the appropriate Dean/Director and Vice President, a textbook may be selected and approved by October 1 for Spring and by February 1 for Summer, following the procedure stated above.
 - E. When textbook/instructional materials are bundled, faculty are expected to use all components of such bundle.
 - F. All textbook adoptions must be reviewed at least every three (3) full academic years by using the designated form as determined by the College.
 - G. Approved textbook adoptions shall remain in effect for three (3) full academic years, if supported by the textbook publisher. Only in exceptional cases will permission to discontinue a text be granted at an earlier date. Such permission must be granted by the appropriate Vice President upon recommendation of the Dean/Director.
 - H. Due to statutory requirements related to the web posting of required textbooks and instructional materials for courses. Faculty may not add required textbooks after the Web posting, except as provided by statute.
 - I. All textbook selections and posting timelines shall comply with applicable state statutes, and are subject to administrative review and Vice President for Academic Affairs or Vice President for Workforce Development/CTE approval at any point during the selection process.
 - J. Faculty must use all adopted textbooks and ~~instructional supplemental~~ materials required for students to purchase. Usage of required text shall be monitored each semester by the appropriate Dean/Director.
2. **Prohibited and Allowed Conduct (F.S. 1004.085)**
- A. Faculty may not demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of value, present or promised, in exchange for requiring students to purchase a specific textbook for coursework or instruction.
 - B. Faculty may receive:
 - i. Sample copies, instructor copies, or instructional materials. These materials may not be sold for any type of compensation if they are specifically marked as free samples not for resale.
 - ii. Royalties or other compensation from sales of textbooks that include the instructor's own writing or work.
 - iii. Honoraria for academic peer review of course materials.
 - iv. Fees associated with activities such as reviewing, critiquing, or preparing support materials for textbooks pursuant to guidelines adopted by the Florida Board of Education or the Board of Governors.
 - v. Training in the use of course materials and learning technologies.

ARTICLE 16

FACULTY VACANCIES AND TRANSFERS

1. The College reserves the right to require Faculty at any time to teach in other disciplines for which they are qualified and/or at other or additional campuses/sites based upon institutional need.
2. The College reserves the right to transfer Faculty at any time to other teaching positions (between disciplines, credit/clock hour, campuses/sites, etc.) based on institutional need. The College will notify impacted Faculty and respective Dean(s)/Director(s) a minimum of thirty (30) days prior to transfer.
3. Faculty may only make a request for transfer to available positions. Once position openings are finalized, the appropriate Vice President will post full-time Faculty openings for review. Faculty desiring to transfer to another division must notify their current Dean/Director and Vice President and apply for the position online in the College's online application system within three (3) ~~work calendar~~ days from the posting in order to request preference for transfer. Thereafter, the Faculty member must apply using the normal application process for any available positions for which they are qualified.
 - A. Faculty may request a transfer to another academic division if they are qualified and meet the following criteria:
 - i. Have been employed at the College for five (5) years and have achieved continuing contract status.
 - ii. Have satisfactory performance including student success, retention, and completion rates.
 - iii. Have satisfactory performance teaching in the discipline they are requesting to transfer.
 - iv. Have received approval from the current Dean/Director.
 - B. The Faculty member will be vetted by the Faculty Hiring Committee (which includes review of past evaluations by the Dean/Director, and other relevant information) and may include an interview and teaching demonstration by the incoming department. A final recommendation will be made by the Faculty Hiring Committee to the appropriate vice president who will consider all information prior to making a final decision.
4. Faculty may also request an extra teaching assignment in another discipline for which they are academically qualified and officially credentialed or at another campus/site for which there is need. Any such request must be made to the Deans/Directors of both the home department and the secondary department during the schedule drafting process. Faculty must have satisfactory performance in their current teaching assignment, as well as acceptable student success, retention, and completion rates. The Dean/Director will make the decision and placement of the Faculty member based on student and division needs. All assignments are subject to approval of the appropriate Vice President(s).

ARTICLE 17

THE TEACHING AND SERVICE ENVIRONMENT

1. **Office Assignments**

The College shall provide one lockable office space to every full-time Faculty member, subject to facilities management needs and appropriate funding. Each Faculty office shall have a computer with Internet access, a desk, a file cabinet/file drawer, a bookcase, a desk chair, and a student chair. Offices shall be located near the Faculty member's classes whenever possible. Faculty members will have access to their offices and bathroom facilities during normal operating hours on days of normal campus operations, subject to planned and responsive facility projects. If office or bathroom facility access is needed after normal operating hours, the Faculty member will be granted access within a reasonable time by contacting the appropriate campus security office and upon verification of Faculty identification.

- A. The Administration shall provide at least one telephone for each full-time Faculty member's office. The use of telephones by the Faculty member shall be in accordance with administrative rules and procedures.
- B. Each Faculty member will be provided a mailbox at his/her assigned campus and will have access to his/her mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.
- C. The College will provide a College email account and access to each Faculty member. At a minimum, email access shall be provided in the Faculty member's office and via the Internet and Canvas (or appropriate learning management system) from off campus.

2. **Campus Assignment**

The location of the Faculty member's assigned office will be designated as the Faculty member's home campus. Faculty who teach on more than one campus may work from the adjunct offices, library, academic support centers, or available classrooms when teaching on campuses other than their home campus. Faculty will not be assigned to more than one campus on the same workday as part of the base teaching load. Exceptions may be necessary according to program needs. Faculty will not be paid mileage for travel to other campuses when the teaching is not part of the base teaching load.

3. **Assault, Battery, Threats, and Safety**

The College and the Union join in deploring any form of conduct within the College environment that involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault (physical or verbal), battery, or threat of bodily harm upon a Faculty member shall be reported to the College Safety and Security Department immediately. Student violations of the Student Code of Conduct, including classroom disruptions, will be investigated and acted upon in accordance with Student Code of Conduct.

4. **Class Disruption**

A Faculty member may dismiss a student from a particular meeting of a particular class if the student is so disrupting the class as to make it impossible for the Faculty member to serve the remaining members of the class effectively. The Faculty member shall, as soon as practicable following the end of the class meeting in which the action was taken, report the matter to their immediate supervisor and Security if appropriate. The Faculty member shall also report the matter to the Office of the Vice President for Student Affairs/Assistant General Counsel, who shall act upon the complaint and report the result of the investigation to the Faculty member as soon as possible. Student violations of the Student Code of Conduct, including classroom disruptions, will be investigated and acted upon in accordance with Student Code of Conduct.

5. **Service Area Disruption**

A Librarian or a ~~an~~ Senior Academic Advisor may remove a student from a service area if the student is so disrupting as to make it impossible for the Librarian or Senior Academic Advisor to provide services to others effectively. The Librarian or Senior Academic Advisor shall, as soon as practicable following the moment in which the action was taken, report the matter to their immediate supervisor and Security if appropriate. The Librarian or Senior Academic Advisor shall also report the matter to the Office of the Vice President for Student Affairs/Assistant General Counsel, who shall act upon the complaint and report the result of the investigation to the Librarian or Senior Academic Advisor member as soon as possible. Student violations of the Student Code of Conduct or The Department of Learning Resources Code of Patron Behavior will be investigated and acted upon in accordance with Student Code of Conduct.

ARTICLE 18

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

Faculty shall not engage in any activity, business or otherwise, that conflicts with the proper discharge of his or her duties on behalf of the College.

1. **Family Members as Students**

In order to protect both Faculty members and students from real or apparent conflicts of interest, students will avoid enrolling in classes taught by their spouse, domestic partner, parent, or immediate family member. However, in small departments or specialized programs or courses, this avoidance may not always be possible. In any case, in which a Faculty member plans to teach a class in which a related person is enrolled, the Faculty member shall seek approval from the Vice President for Academic Affairs or Vice President for Workforce Development/CTE prior to the class start date.

- A. Should the Vice President agree that alternatives have been exhausted and an exception is warranted, another member of the department shall be asked to oversee evaluation of the student. The purpose of this oversight is to protect both the Faculty member and student from the appearance of bias and to maintain the integrity of the academic experience. Such oversight shall include reviewing the work of the student being evaluated and comparable work by one or more other students in the class.
- B. Faculty members are not to serve as the main academic adviser to a student who is a spouse, domestic partner, parent, or other related person. Likewise, Faculty members are not to work one-on-one with related students (for example, in situations such as an honors thesis, independent study, practicum, mentoring, or an internship). Any exceptions to this policy must similarly be requested of the Vice President for Academic Affairs or Vice President for Workforce Development/CTE in advance.

2. **Nepotism**

Relatives or members of the same household may be employed at the College on a full-time basis, but they must be employed in different departments. Also, the College shall not permit a full-time employee to work in a direct supervisory– subordinate relationship with a relative or member of the same household. Adjunct instructors and other part-time employees who are not evaluated or directly supervised by a relative or household member are exempt from this procedure.

- A. Employees of the College may not supervise; nor recommend the appointment, employment, promotion, or advancement of any family member, relative, or member of the same household in or to a position at the College over which the employee exercises control.
- B. A relative is defined as a spouse, parent, child, brother, sister, aunt, uncle, first cousin, nephew, niece, or grandparent; and including any step, half or in-law relative.
- C. This procedure also encompasses people living together in the same household.

- D. Should a supervisor marry a person under his/her direct or indirect supervision, the Human Resources department should be notified at least thirty (30) days in advance so that a transfer of one or both employees can be arranged.
- E. An employment circumstance that is already in existence as of the first revision date of this procedure may continue as an exception to this procedure.
- F. The President, in writing, must approve any exceptions to this procedure. Such approval will be recorded and retained in the Human Resources Department.

3. **Outside Employment**

In accordance with SJR State Procedure #3.6, Faculty may engage in outside employment or self-employment as long as it does not:

- A. Result in any conflict of interest between the outside employment activity and the College;
- B. Inhibit the Faculty member's performance of duties and responsibilities at the College;
- C. Interfere with ~~the College's core hours of operation, Monday through Friday, 8:00 a.m. to 5:00 p.m.~~ announced departmental and College meetings. Faculty are expected to attend all announced departmental and College meetings. Outside employment conflicts are not a reason to be excused; and,
- D. Interfere with scheduled courses, instructional and office hours, or ~~College service responsibilities~~ department meetings.

Requests for outside employment must be submitted to the Dean/Director prior to employment.

ARTICLE 19

EVALUATION OF BARGAINING UNIT MEMBERS

1. **Purpose of Evaluation**

The assessment and evaluation of bargaining unit employees will be conducted utilizing a variety of criteria relating to professional competence and commitment of the Faculty member to the College. The purposes of evaluation are to:

- A. Promote the highest quality instruction (teaching and learning);
- B. Encourage the highest quality performance by Faculty;
- C. Encourage professional growth and development of Faculty;
- D. Review the effectiveness of instruction and service to students and use the results to continuously improve instruction and service to students;
- E. Evaluate Faculty job performance;
- F. Promote communication and provide feedback about job performance; and,
- G. Establish performance goals and expectations.

2. **Faculty, Librarians, and Senior Academic Advisors on Annual Contract**

Faculty on annual contract will be formally evaluated by the immediate Dean/Director or other administrator each year prior to recommendation for annual contract renewal. Annual contract Faculty shall be made aware of the time and day during which such evaluations will occur.

3. **Faculty, Librarians, and Senior Academic Advisors on Continuing Contract**

Individuals on Continuing Contract shall have a tri-annual performance evaluation. Every three (3) years as part of the performance evaluation process, they shall submit a post-award self assessment that shall be reviewed by the supervising Dean/Director and be discussed with the individual as part of the classroom observation process. The purpose of the post-award self assessment is to demonstrate continued achievement of the standards set for the initial award of Continuing Contract and to demonstrate continual growth and development in the Faculty member's discipline area. These periodic reviews of Continuing Contract Faculty shall use the same criteria established for the initial award of Continuing Contract as explained in Article

11 Board Rule,

~~—SJR State 5.03.~~

4. **Faculty, Librarians, and Senior Academic Advisors Evaluation Processes**

- A. The instructional Faculty Evaluation shall include the Faculty member's: self-evaluation, classroom observation(s); and, Dean/Director's evaluation/narrative which will include, at a minimum, grade distributions, student course rates, and student evaluations of instruction.
 - i. Self-evaluations will be a substantive element of the review process. Faculty are asked to evaluate their professional performance using the criteria set forth in Article 11. (Academic Affairs Full-Time Faculty Self-Evaluation Form – Appendix F;

- Workforce Faculty Self-Evaluation Form – Appendix G; Adult Education Full-Time Faculty Self-Evaluation Form – Appendix H)
- ii. A formal evaluation is required each year for annual contract instructional Faculty, while tri-annual evaluation is required for instructional Faculty on Continuing Contract. Classroom, laboratory, clinical and/or online observations by the Dean/Director and/or other administration shall be part of the evaluation process. These observations shall occur when the Faculty member is performing regular duties and shall be a minimum of thirty (30) minutes. The Dean/Director shall work with the Faculty member to set the time and date of the observation associated with the evaluation process and will provide the Faculty member with at least one week’s notice. Observations may also be made at other times of the academic year and outside of the evaluation process when determined necessary by the Dean/Director and/or other administrator. (Academic Affairs Instructor Evaluation Form - Appendix I; Workforce Development Faculty Evaluation – Appendix J; Workforce Development Faculty Evaluation and Assessment Classroom/Lab Instruction – Appendix K; Academic Affairs Adult Education Teacher Evaluation Form – Appendix L; Workforce Instructors Evaluation for Collateral Duties – Appendix M)
 - iii. ~~When an observation is requested by the Faculty member, the Faculty member and Dean/Director shall determine a mutually agreed upon date. In every case, r~~Results of the observation shall be written in the evaluation and provided to the Faculty member.
 - iv. Each instructional Faculty member shall be evaluated each primary semester by his/her students, and the results will be discussed with the Faculty member by the Faculty member’s Dean/Director. The summary of these results will be distributed to the Faculty member in a timely manner.
 - v. The Dean/Director/other administrator shall evaluate each Faculty member per the guidelines, quantitative measures, and factors stated in Article 11. The Dean/Director shall provide a summative for each Faculty member evaluated based on these criteria. The Dean/Director/other administrator shall also provide an overall evaluation of “satisfactory” or “needs improvement.”
- B. The Librarian Evaluation shall include: (a) self-evaluation; (b) observation of classroom instruction(s); (c) student feedback; and, (d) Dean/Director’s evaluation and narrative.
- i. Self-evaluations will be a substantive element of the review process. Faculty are asked to evaluate their professional performance using the criteria set forth in Article 11. (Librarian Self-Evaluation Form – Appendix N)
 - ii. A formal evaluation is required each year for annual contract Librarians, while tri-annual evaluation is required for Librarians on Continuing Contract. Observation of classroom instruction by the Dean/Director and/or other administration shall be part of the evaluation process. These observations shall occur when the Faculty member is performing regular duties and shall be a minimum of thirty (30) minutes. The Dean/Director shall work with the Faculty member to set the time and date of the classroom observation associated with the evaluation process and will provide the Faculty member with at least one week’s notice. Observation of instruction may also be made at other times of the academic year and outside of the evaluation process when determined necessary by the Dean/Director and/or other administrator. (Appendix O - Librarian Evaluation Form)
 - iii. ~~When observation of instruction is requested by the Faculty member, the Faculty member and Dean/Director shall determine a mutually agreed upon date. In every~~

ease, ~~R~~Results of the observation shall be written in the evaluation and provided to the Faculty member.

- iv. The Dean/Director/other administrator shall evaluate each Faculty member per the guidelines, quantitative measures, and factors stated in Article 11. The Dean/Director shall provide a summative for each Faculty member evaluated based on these criteria. The Dean/Director/other administrator shall also provide an overall evaluation of “satisfactory” or “needs improvement.”

C. The Senior Academic Advisor Evaluation shall include: (a) self-evaluation; (b) student feedback; (c) Dean/Director’s evaluation and narrative.

- i. Self-evaluations will be a substantive element of the review process. Senior Academic Advisors are asked to evaluate their professional performance related to the Senior Academic Advisor competencies.
- ii. Student feedback will be collected throughout the year and each Senior Academic Advisor will receive their individual student responses.
- iii. A formal evaluation is required each year for annual contract Senior Academic Advisors, while tri-annual evaluation is required for Senior Advisor II on Continuing Contract. (Senior Academic Advisor Performance Review – Appendix P; Senior Academic Advisor Goals – Appendix Q)
- iv. The Dean/Director/other administrator shall evaluate each Senior Academic Advisor per the guidelines in the Senior Academic Advisor Performance Review Form. The Dean/Director shall provide a summative for each Senior Academic Advisor evaluated based on these criteria. The Dean/Director/other administrator shall also provide an overall evaluation of performance level “Satisfactory” or “Needs Improvement.”

5. Final Performance Evaluation

The process shall be as follows:

- A. The Dean/Director/other administrator will hold an evaluation conference with the Faculty member to discuss the completed evaluation including identification of deficiencies and suggestions for improvement.
- B. The Faculty member shall sign his/her evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the materials presented and any appended comments. The Faculty member’s signature does not indicate agreement with the content in the evaluation or acceptance of its conclusions.
- C. The evaluation will then be submitted to the supervisor(s) for review and signature.
- D. The evaluation will be forwarded to Human Resources who will provide the Faculty member a copy upon request.

6. Performance Improvement Plans

The Dean/Director/other administrator shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty member’s evaluation, and/or by prescribing a Professional Improvement Plan (PIP) if deficiencies are noted for overall performance. A

Faculty member on Continuing Contract whose annual review indicates any area of concern related to Faculty responsibilities or evaluation criteria shall work with their Dean / Director / Administrator to develop a PIP to address that

concern in the following year. The PIP shall be developed and written by the Dean/Director/other administrator and approved by the appropriate Vice President. It shall include specific performance objectives and timelines designed to assist the Faculty in meeting the stated expectations. If the next annual review indicates the objectives have not been addressed, a post-award evaluation will be required. This evaluation will be in addition to the regularly scheduled three (3) year post-award evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent concerns occur between three (3) year post award evaluations.

7. **Inaccurate Information in the Evaluation**

Any inaccurate information in the evaluation will be reviewed by the Vice President for Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for Student Affairs upon written request of the Faculty member. Such information will be removed if it is determined to be inaccurate by the Vice President.

8. **Faculty Qualified to Teach in More than One Department**

Faculty may be qualified to teach in more than one (1) department in the College. When more than one (1) department is involved, the Faculty member will be assigned to one (1) department as the “home” department and that Dean/Director will assume responsibility for the evaluation/assessment of the Faculty member. The secondary supervisor will provide input to the “home” department Dean/Director. Faculty who teach in any secondary departments as “overload” may be evaluated independently by both Departments.

9. **Grievance of Evaluations**

The Faculty member may file a grievance alleging contract violations over the evaluation process, but may not file a grievance about the rating or content of the evaluation, with the exception of an inaccurate statement which may be grieved if not removed by the Vice President for Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for Student Affairs. Any such grievance shall be filed at Step 1 of the grievance process within ten (10) working days of receipt of the evaluation from the Dean/Director/other Administrator.

ARTICLE 21

BENEFITS AND LEAVE

1. **Health Insurance Benefits**

Board policy currently sets Health and Life insurance through the Florida College System Risk Management Consortium. The College will contribute 100 percent towards the monthly premium for the PPO, HMO, HSA-compatible PPO, or the Vision/Dental health insurance plan, or other health plans adopted by the College through the Florida College System Risk Management Consortium. The coverage paid by the College is for employee only coverage as long as the Faculty member was employed in a full-time capacity upon ratification of this agreement. The Faculty member is responsible for any dependent coverage. The College will contribute 100 percent of the HSA-compatible PPO plan coverage for members of the Bargaining unit hired after ratification of this agreement with the Faculty member paying any additional cost for choosing the PPO or HMO plan. For any Faculty member that is currently in the HSA-compatible PPO plan prior to January 1, 2020 or moves to this plan in the 2020 Open Enrollment period, the College will contribute an incentive of \$2,000 to the Faculty member's HSA account for the remaining number of years that the incentive was approved by the Board of Trustees for non-bargaining unit members, beginning with the first full plan year after this contract is ratified. The incentive is only available to Faculty members in a full-time status with the College as of January 1, 2020 and is only available up until January 1, 2022. Should the monthly premium for the single employee HSA-compatible PPO plan increase to an amount above the PPO or HMO plan, the College will only be responsible for contributing the lowest amount and the employee will be responsible for any additional premiums above the lowest amount that is associated with the plan selected by the employee for full-time faculty who begin employment after ratification of this agreement. The College is a participating member of the Florida College System Risk Management Consortium for health insurance programs through the Florida College System Risk Management Consortium. As such, College offerings for bargaining unit members are subject to continued offerings and availability of such health insurance programs through the Florida College System Risk Management Consortium.

2. **Life Insurance**

Board policy sets Health and Life insurance through the Florida College System Risk Management Consortium. The College shall provide life insurance in the amount equal to one times the base salary, rounded up to the nearest thousand, for the annual contract salary amount or the annual salary for the continuing contract of the Faculty member up to a maximum coverage amount of \$200,000. Faculty may purchase, at their expense, additional coverage as offered by the carrier; up to \$20,000 in life insurance on their spouse; and up to \$10,000 on their children from age 6 months to 25 and up to \$500.00 on their children from 14 days to 6 months. Payroll deductions shall be used for the payment of any insurance premiums not covered by the College's contribution. The College is a participating member of the Florida College System Risk Management Consortium for life insurance programs. As such, College offerings for bargaining unit members are subject to continued offerings and availability of such life insurance programs through the Florida College System Risk Management Consortium.

3. **Supplemental Insurance Plans**

Faculty members shall be entitled to participate in any supplemental insurance plans authorized by the College.

4. **Educational Opportunities**

A. **Employee and Dependent Scholarship Program**

Faculty members in the bargaining unit may utilize up to six (6) credit hours for Fall Term and six (6) credit hours for Spring Term. A total award of twelve (12) credit hours per year may be shared between employee and dependent(s). Faculty members (not dependents) can also receive a maximum of six (6) credit hours for Summer enrollment. For qualifying students enrolling in “clock hour” programs, the scholarship program will cover registration fees for up to 180 hours for Fall and/or Spring Terms and up to 90 clock hours for Summer (equivalent to the credit hours covered, but NOT in addition to the credit hours). Dependent eligibility is defined in College Procedure 3.5. Only in-state tuition and registration fees will be covered. Laboratory and special course fees are not covered. Community and Continuing Workforce Education courses and Corporate Training classes are NOT eligible for this program. Only Bachelors programs specified on the scholarship application are eligible for consideration. Applicants who are on disciplinary or academic probation are not eligible for this scholarship program. Unused scholarship hours cannot be accumulated from term to term. Registration processes will be handled in the same manner as all other students based on earned hours.

Faculty members must have been employed in a full-time status for at least four months before being eligible for these scholarships. A faculty member or dependent who demonstrates unsuccessful course attempts may be ineligible to continue receiving this scholarship. Third attempts at any one course are NOT covered.

B. **Tuition Assistance Program**

Undergraduate and graduate coursework taken by a full-time faculty member at other accredited institutions of higher learning may be considered for reimbursement each fiscal year subject to budget availability. In order to be eligible, the SJR State Tuition Reimbursement Educational Plan form must be submitted to the applicable Vice President by March 1 of each year. Faculty members must have been employed for a full consecutive year before being eligible for tuition assistance and must be employed by the college in a full-time capacity at the time of reimbursement. Coursework must be in a discipline and from an institution as approved by the faculty member’s Vice President. Once the faculty member provides documentation of payment and successful completion of the course (grade C or better if a grade is assigned for the course) to the Business Office, reimbursement shall be made to the faculty member. Coursework beyond the minimum required for the degree, textbooks, or laboratory fees cannot be reimbursed under this program.

5. **Employee Assistance Program**

The College shall provide an Employee Assistance Program (EAP). Notice of availability of the program, including an explanation of services offered, is provided by the Human Resources Department to all Faculty upon hire. Additional information and EAP resources may be communicated from time to time through email delivery, face-to-face seminars or campus mail. The College is a participating member of the Florida College System Risk Management Consortium for employee assistance programs. As such, College offerings for bargaining unit members are subject to continued offerings and availability of such employee assistance programs through the Florida College System Risk Management Consortium.

6. **Retirement Plans and Tax Sheltered Annuities**

Retirement plans include the Florida Retirement System (“FRS”) Pension Plan and the FRS Investment Plan. Faculty also have the option to contribute on a voluntary basis to tax-sheltered annuity plans that are approved by the College.

7. **Use of College Equipment and Facilities**

Faculty members are authorized to use college equipment and facilities as specified under SJR College Procedures 3.24 and 4.12. The use of College vehicles is available for College-related business only. Only faculty members on the designated bargaining team may use a College vehicle or request mileage reimbursement when attending official bargaining meetings. Such use of college vehicles or mileage reimbursements must be requested in advance and is subject to budgetary availability. Use of tobacco products or electronic cigarettes is prohibited in College vehicles, in College facilities and on College property.

8. **Parking**

Parking shall be provided free of charge to faculty members on each campus and will be maintained in accordance with State Requirements for Educational Facilities (SREF). The College reserves the right to determine whether parking spaces on each campus are designated or not.

9. **Annual Leave**

Pursuant to Board Policy 5.09, faculty on less than twelve-month contracts do not receive annual leave. For faculty who earn annual leave, payment for unused annual leave upon separation from employment is set forth in Board Policy #5.09.

10. **Sick Leave**

Faculty are provided with sick leave, as set forth in Board Policy 5.12. Upon termination of employment, the faculty member’s final compensation will be adjusted in an amount necessary to ensure that sick leave taken with compensation shall not exceed the days of earned sick leave. Payment for unused sick leave upon retirement from employment is set forth in Board Policy 5.11. A sick leave pool is also available, as set forth in Board Policy 5.12 (A).

11. **Personal Leave**

Four (4) days (thirty-two (32) hours) deducted from sick leave may be allowed for personal reasons each fiscal year (July 1 – June 30). Such leave shall be charged only to accrued sick leave and must be approved by the appropriate supervisor. Restrictions regarding converting sick leave to personal leave are set forth in SJR College Procedure 3.1.5.8.3. Personal leave without pay in excess of five (5) days (forty (40) hours) requires Board approval.

For instructional personnel, such leave for personal reasons not covered by Family Medical Leave Act shall have the following restrictions (except when approved by the ~~appropriate Academic~~ Vice President):

- a. No more than two (2) days (sixteen (16) hours) of leave may be taken in Fall or Spring Term.
- b. No more than one (1) day (eight (8) hours) may be taken in any Summer Term.
- c. Night classes ~~that are part of the base contractual load and are within the requirements outlined in a. and b. are permitted~~ cannot be missed under this policy.

12. Overloads and Leave

Since overloads are not included in the Faculty member's employment contract, and leave accruals are based upon a standard eight (8) hour day, leave is only applicable for his/her base contractual load. Any instructional course hours for which an instructor receives an overload are not covered by sick leave, personal leave, or annual leave. Faculty who miss one of their overload courses while on leave will be docked pay for the overload course.

~~12.~~ **13. Professional Leave**

Professional leave for Faculty is set forth in Board Policy 5.42.

~~13.~~ **14. Unauthorized Leave of Absence**

Faculty members willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of continuing contract and all other rights and privileges as provided by law. If a faculty member granted leave fails to return to duty at the termination of the leave, his/her employment shall be subject to cancellation by the Board. A faculty member who is absent without leave shall forfeit compensation for the period of absence and may be subject to termination of employment.

~~14.~~ **15. Administrative Leave**

Administrative leave for Faculty is set forth in Board Policy 5.43.

~~15.~~ **16. Military Leave**

Military leave for Faculty is set forth in Board Policy 5.34. The College will comply with all state and federal laws regarding military leave.

17. **Family Medical Leave**

Family Medical Leave for Faculty is set forth in Board Policy 04.40. The College will comply with Federal mandates.

18. **Referenced Leave Policies**

The College's leave policies that are cited in this Article are incorporated by reference. Any proposed modification to the College's leave policies outside of collective bargaining would not be applicable to Faculty. Any alleged violation of the policies referenced in this Article are subject to Article 8, Grievance and Arbitration.

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ARTICLE 22

INTELLECTUAL PROPERTY

The College creates and supports an intellectual environment in which College employees are free to create and collaborate in the development of scholarly and creative works, educational materials, and other intellectual property. Such development activities increase professional knowledge, provide creative models for students, and bring recognition to the individuals and the College.

1. Materials Subject to Copyright and Patent

In general, the materials subject to copyright and patent shall be divided for discussion purposes into the following major categories:

- A. Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic designs, musical arrangements and compositions, dramatic compositions, tests, and other relevant materials which are normally covered by copyright laws.
- B. Technological materials such as computer programs, multimedia, television related materials, digitally formatted materials, films released by major or independent studios, and other similar content, all of which are normally covered by copyright laws.
- C. Scientific products and discoveries, which are usually subject to patent as opposed to copyright laws.
- D. All materials covered by this Article shall be interpreted under one of the above categories.

2. Determination of Rights

To determine the disposition of rights to copyrightable materials and patents developed by Faculty, such rights shall be interpreted within the framework of the categories listed below:

A. Individual Effort

Right to copyrightable materials or patents that are generated as a result of individual initiative and not as a specific College assignment shall reside solely with the author or inventor.

B. College Assisted Individual Effort

When the College provides support of an individual effort resulting in copyrightable materials or patents by contributing Faculty time, facilities and/or other College resources, the College is entitled to certain rights and privileges as listed below.

- i. The College shall be granted a royalty-free license to make full use of all products and processes so developed pursuant to this section.
- ii. The College shall recover all costs, supported by detailed records on time and materials.
- iii. Generally, copyrights and patents shall be held in the name of the College Faculty member concerned, but agreements between the Faculty member and the College may create other rights and responsibilities, including joint ownership.

C. College Initiated and Supported Efforts

Ownership of copyrightable material or a patent relating to materials or processes identified above, developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College, shall reside with the College.

D. Sponsor Supported Efforts

Faculty who produce copyrightable material or a patent under sponsor-supported projects shall be governed by the specific terms and conditions of the applicable sponsorship contract.

3. Royalty Income

Royalty income from copyrighted materials and patents shall be distributed as listed below:

A. Individual Effort

Income derived from materials and patents produced from the individual initiative of College Faculty, as defined above, shall accrue solely to the author or inventor.

B. College Assisted Individual Effort

Income derived from individual efforts that are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor.

However, repayment to the College must be made by the individual(s) concerned, as outlined above, which also outlines the other rights of the College in these cases. The above holds in all cases except those in which the individual(s) request, and the College agrees to permit the College's name to be used in connection with the product or process. In these cases, royalties shall be shared with the College receiving twenty-five (25%) percent and the individual(s) receiving seventy-five (75%) percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent that specifies an alternative sharing of royalties.

C. College Initiated and Supported Efforts

When copyrighted material or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived therefrom.

D. Sponsor Supported Efforts

Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Income derived from copyrighted materials or patents shall be disbursed in accordance with stated College policies when the contract or grant document is silent as to disbursement of royalties or times of value.

4. Dispute Resolution

Disputes between the author(s) of a work and the College are grievable in accordance with Article 8 Grievance Procedure.

ARTICLE 23

STUDY ABROAD OR DOMESTIC TRAVEL COURSES

1. All study abroad and domestic travel courses must be approved by the appropriate Dean/Director, Vice President, and the College's District Board of Trustees. Faculty leaders and co-leaders must follow all policies and timelines in the St. Johns River State College Study Abroad Handbook.
2. Study abroad and domestic travel courses shall, as a rule, be held to the same enrollment requirements as other courses offered by the College. However, the College recognizes the multiple benefits that these courses offer students and therefore seeks to facilitate such opportunities. The Vice President for Academic Affairs or Vice President for Workforce Development/CTE shall determine on a case-by-case basis when and if a course shall be offered and/or cancelled.
3. Study abroad and domestic travel courses may be taught as part of the Faculty member's regular teaching load or as an extra teaching assignment at the compensation rates established in the Article on Wages. Faculty expenses should be included in the student cost and shall be reimbursed only in accordance with College policy and if approved in advance by the appropriate Vice President. No additional compensation or load reduction for leadership of study abroad and domestic travel courses will be granted to the Faculty member.

ARTICLE 24

DISCIPLINE

Faculty shall be subject to discipline according to the nature and severity of the offense, for conduct that violates reasonable standards of conduct which include, but are not limited to, the following:

1. Incompetence, negligence or inefficiency in the performance of duty;
2. Conviction of a criminal offense or of a misdemeanor involving moral turpitude;
3. Violation or disobedience of any regulation, order or directive;
4. Offensive, profane or abusive conduct or language toward the public, supervisors or employees;
5. Insubordination or disrespect toward supervisors;
6. Violation of any of the College's Policies or Procedures, including Article 3, the Civility and Professional Behaviors policy;
7. Engaging in discrimination or harassment based upon any legally protected status;
8. Attempting to induce any officer or employee of the College to commit an act in violation of any of the College's Policies or Procedures;
9. Being antagonistic toward supervisors or fellow employees, criticizing orders, rules or policies, or other conduct which interferes with the efficient operation of the College;
10. Excessive absences, tardiness or abuse of leave privileges;
11. Reporting for work under the influence or being at work under the influence of alcohol or illegal or controlled substances;
12. Being in possession of alcohol or illegal or un-prescribed controlled substances during working hours and/or the sale or use of same during working hours and/or on College property;
13. Careless or negligent use of College property;
14. Theft, misplacement, or misuse of equipment, material, property or money of the College, the public, or of other employees;
15. Falsification of official documents;
16. Failure to report for duty after a leave of absence has expired;
17. Use, threat to use or attempt to use political influence in securing any benefit;
18. Unauthorized release of confidential information;

19. Violating safety rules or accepted safe practices;
20. Possession of weapons or firearms during working hours and/or on College property at any time;
and,
21. Engaging in any other actions that are determined by the President or his designee to be
sufficient cause for disciplinary action.

A written oral warning and written reprimand may be appealed in writing to the Vice President for Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for Student Affairs whose decision is final. The employee may submit a written rebuttal to the College's final decision. Such rebuttal shall be part of the employee's personnel file. The appeal process for a suspension or dismissal is addressed in Article 8 Grievance and Arbitration Procedure. The pre-disciplinary process is set forth in College Policy 5.03.

ARTICLE 25

REDUCTION IN FORCE

A reduction in force may require the separation, involuntary demotion or reassignment of employees covered by this bargaining unit. The decision to reduce the work force of employees covered by this bargaining unit cannot be grieved under Article 8, Grievance and Arbitration Procedure.

Personnel who are to be laid-off will be identified and notified as soon as possible. A minimum of thirty (30) days' notice shall be required.

1. **Reduction in Force Criteria**

The following criteria will be utilized in the event that it becomes necessary to reduce personnel:

- A. The needs of the College community;
- B. Employee performance as determined by existing evaluations*;
- C. Educational qualifications and/or expertise in assigned position(s);
- D. Relevant work experience;
- E. Accreditation standards of appropriate agencies such as, but not limited to, SACSCOC, American Bar Association, Accreditation Commission for Education in Nursing, and other appropriate as applicable; and,
- F. Employee's years at the College as a full-time Faculty member.

*Incorporated with the above criteria for reduction are the working definitions of the evaluative criteria as stated in the Florida Board of Education Rules.

The College will establish the layoff unit, including but not limited to department, program, campuses, disciplines, and sub-disciplines.

An individual whose position has been eliminated may be offered immediate placement into a vacancy for which the individual is equally qualified in another department or program, should such position vacancy exist. In the event such an offer of reemployment is not accepted, the employee shall receive no further consideration for reemployment pursuant to this Policy.

2. **Employment Recall**

- A. A recall list shall be valid for one (1) year.
- B. All persons on the recall list should regularly review the posted College position vacancy announcements. Should a vacancy occur at the College, the employee must apply to receive consideration.
- C. Any offer of reemployment pursuant to a reduction in force must be accepted within fifteen (15) days of the date of the offer. In the event such offer of reemployment is not accepted, the

employee shall receive no further consideration for reemployment pursuant to the recall provisions set forth in this Policy.

- D. An employee who held a continuing/permanent status appointment on the date of termination by reason of layoff shall resume the continuing/permanent status appointment upon recall.
- E. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

ARTICLE 26

SEVERABILITY AND PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

1. Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).
2. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor agreement.

ARTICLE 27

CONTRACT AVAILABILTY

The College shall make an electronic version of the Agreement available on the College website.