

2 Updated:
06/18/2020

3 **PROPOSED**
4 **COLLECTIVE BARGAINING**
5 **AGREEMENT**

6 **between the**
7 **St. Johns River State College**
8 **Board of Trustees**



10 **&**

11 **United Faculty of Florida**



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COUNTER PROPOSAL KEY

UFF ACCEPTS BOT proposal

text unmarked: BOT proposed language accepted by UFF

Underlined text: UFF inserted language

~~Strike through~~: UFF does not accept BOT proposed language

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UFF COUNTER #2

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ARTICLE 1

RECOGNITION UFF ACCEPTS

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.

52 **ARTICLE 2**

53 **NON-DISCRIMINATION UFF ACCEPTS**

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- 55
- 56 1. The College and the Union agree not to discriminate against any employee covered by this
- 57 Agreement because of race, ethnicity, color, national origin, marital status, religion, age,
- 58 gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or
- 59 veteran status.
- 60
- 61 2. The parties agree not to interfere with the rights of employees to become members of the
- 62 Union, to refrain from becoming members of the Union, or to terminate their membership in
- 63 the Union and that there shall be no discrimination, interference, restraint or coercion by the
- 64 parties against any employee because of membership or non-membership in the Union.
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ARTICLE 3

CIVILITY AND PROFESSIONAL BEHAVIOR

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 shall receive ~~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.~~

~~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.~~

83 **ARTICLE 4**

84 **MANAGEMENT RIGHTS**

- 85
- 86
- 87 1. Except as limited by the specific and express terms of this Agreement, the College hereby retains
- 88 and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities
- 89 conferred upon or vested in it by ~~Section 447.209, Florida Statutes, other applicable Florida and~~
- 90 ~~federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are~~
- 91 ~~not limited to, the right to:~~ applicable Florida and federal statutes, the Florida Board of Education
- 92 Rules and Section 447.209, Florida Statutes:

93 447.209 Public employer's rights.—It is the right of the public employer to determine

94 unilaterally the purpose of each of its constituent agencies, set standards of services to be

95 offered to the public, and exercise control and discretion over its organization and

96 operations. It is also the right of the public employer to direct its employees, take

97 disciplinary action for proper cause, and relieve its employees from duty because of lack

98 of work or for other legitimate reasons. However, the exercise of such rights shall not

99 preclude employees or their representatives from raising grievances, should decisions on

100 the above matters have the practical consequence of violating the terms and conditions of

101 any collective bargaining agreement in force or any civil or career service regulation.

- 102
- 103 2. Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to bargain
- 104 over mandatory subjects of bargaining or the impact of changes brought about by the exercise of
- 105 management rights.
- 106
- 107 ~~A. determine the purpose, mission, objectives, and policies of the College;~~
- 108
- 109 ~~B. determine the facilities, methods, means, equipment, procedures, and personnel required to~~
- 110 ~~conduct the College's programs;~~
- 111
- 112 ~~C. administer the personnel system of the College;~~
- 113
- 114 ~~D. direct, supervise, schedule and assign the workforce;~~
- 115
- 116 ~~E. transfer an operation or any part thereof from one area of the campus to another or from one~~
- 117 ~~campus or site to another;~~
- 118
- 119 ~~F. maintain the discipline and efficiency of the Faculty and operation of the College;~~
- 120
- 121 ~~G. determine the programs and courses of instruction;~~
- 122
- 123 ~~H. determine the College's grading system;~~
- 124
- 125 ~~I. select employees for hire;~~
- 126
- 127 ~~J. determine staffing requirements;~~
- 128
- 129 ~~K. determine the duties required of employees;~~
- 130
- 131 ~~L. transfer, lay off, and recall employees;~~

- 132
133 M. ~~determine the nature and extent of services that are to be performed;~~
134
135 N. ~~regulate the use of College equipment and facilities;~~
136
137 O. ~~make and enforce work rules;~~
138
139 P. ~~create or discontinue programs;~~
140
141 Q. ~~establish and modify or eliminate employees' duties;~~
142
143 R. ~~determine staffing levels and patterns, including the size and composition of the work force;~~
144
145 S. ~~determine whether and to what extent work shall be performed by employees in the bargaining~~
146 ~~unit and to change such determinations;~~
147
148 T. ~~determine the nature and scope of College operations and services and how the same will be~~
149 ~~conducted, including whether and when to subcontract all or part of bargaining unit work or~~
150 ~~functions and to enter into contracts with private vendors or providers for any service;~~
151
152 U. ~~budget and determine allocation of funds and resources;~~
153
154 V. ~~schedule classes and establish class size;~~
155
156 W. ~~in an emergency, take any and all actions the College, in its sole discretion, deems necessary~~
157 ~~or advisable under the circumstances; and,~~
158
159 X. ~~take such measures as management may consider to be necessary to the orderly, efficient and~~
160 ~~economical operation of the College; to take whatever actions may be necessary or appropriate~~
161 ~~to carry out the mission of the College; and to have complete authority to exercise those rights~~
162 ~~and powers incidental to each of the rights reserved to management, including the right to alter~~
163 ~~or vary past practices as the College may determine to be necessary.~~
164
165 2. ~~Except as limited or modified by the express written terms of this Agreement, all of the rights,~~
166 ~~powers and authority previously possessed or enjoyed by the College prior to this Agreement are~~
167 ~~retained by the College and may be exercised without prior notice or consultation with the Union.~~
168
169 3. ~~The parties agree that all customary and usual rights, powers, functions and authority possessed~~
170 ~~by the College, whether exercised or not, are vested and the College shall continue exclusively to~~
171 ~~exercise such powers, duties and responsibilities. In carrying out its powers, duties, and~~
172 ~~responsibilities, the College may utilize committees and/or other bodies in a consultative fashion~~
173 ~~if it so chooses.~~
174
175 4. ~~The College's failure to exercise any right hereby reserved to it or its exercising any right in a~~
176 ~~particular way shall not be deemed a waiver of its right to exercise such right nor preclude the~~
177 ~~College from exercising the same right in some other way not in conflict with the express~~
178 ~~provisions of this Agreement.~~
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ARTICLE 5

UNION RIGHTS

1. **Use of Facilities**

A. UFF shall have the right to use College facilities and equipment at reasonable times when such use does not interfere with official College business.

B. The Administration shall provide UFF access to bulletin boards on each campus in each building where members of its bargaining unit regularly perform work.

~~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**

A. The Administration shall furnish to UFF, upon request, any available information in its possession or custody not privileged or confidential under applicable law (Chapter 119 and/or 447) which is pertinent to UFF's fulfillment of its role as the certified bargaining agent at no cost to UFF.

B. The Administration agrees to furnish UFF the following items without cost:

1. The College Operating Budget and any amendments or changes thereto, concurrent with their submission to the Board;

2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations, concurrent with their submission to the Board;

3. The minutes of each regular and special Board meeting and Board workshop, concurrent with their submission to the Board;

4. Information, upon request, concerning the College's financial activities;

5. The Annual Financial Report, concurrent with its submission to the Florida Auditor General, including any drafts submitted;

6. One week before the first day of classes in each Fall and Spring semester, an updated list of members of UFF's bargaining unit including the following information for each person:

a. Name

b. Campus

c. College

d. Department

e. E-mail address

f. Home address

g. Campus address (Building and room #)

h. Campus phone number

i. Home phone number

j. Job title

k. Date of birth

l. Date of hire

- 230 m. Date of continuing contract award if applicable
- 231 n. Years of experience credited for salary
- 232 o. Degree status
- 233 p. Base salary
- 234 q. Any supplemental compensation
- 235 7. Notification via email of any retirements, resignations, deaths or transfers out
- 236 of the bargaining unit on a monthly basis.
- 237 8. All policies, procedures, employee handbooks relevant to members of UFF's
- 238 bargaining unit, student handbooks, and any amendments or changes thereto,
- 239 concurrent with their publication to administrators or on the College's website.

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

247

248 3. **Access to College Mail Services**

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

256

257 **ARTICLE 6**

258 **DUES CHECKOFF**

260 **Dues Deductions**

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

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

- 266 i. Commencement of Deduction. Deductions shall be made beginning with the first full
267 pay period following receipt by the College Human Resources Office of a valid
268 check-off authorization form.
- 269 ii. Notice of Changes. UFF shall give written notice to the College of any changes in its
270 dues or uniform assessments at least forty-five (45) calendar days prior to the
271 effective date of any such change.
- 272 iii. Remittance and dues payer report. The dues and uniform assessments deducted, if
273 any, shall be remitted by the College to the UFF within thirty (30) calendar days
274 following the end of the pay date, along with a list of dues-payers in an electronic
275 spreadsheet format (an attachment or downloaded link).
- 276 iv. Termination of Deduction. The College's responsibility for deducting dues and
277 uniform assessments, if any, from an employee's salary shall terminate automatically
278 upon either (1) thirty (30) calendar days following receipt by the Human Resources
279 Office of a written notification from the employee revoking that employee's
280 authorization of deductions, or (2) the discontinuance of the authorizing employee's
281 status within the bargaining unit. The College will provide notice to the Union of any
282 written notification revoking an employee's authorization of deductions within thirty
283 (30) days of when it is received by the College.
- 284 v. The College shall not deduct any UFF fines, penalties, or special assessments from
285 the pay of any employee.
- 286 vi. Insufficient Pay. In the event an employee's salary earnings within any pay period
287 are not sufficient to cover dues, it shall be the responsibility of the Union to collect its
288 dues for that pay period directly from the employee.
- 289 vii. Deduction errors. Should the College erroneously deduct dues from someone who
290 properly cancelled their deduction or is no longer in the bargaining unit, the College
291 shall make the employee(s) whole within 45 days of notification by the employee(s).

292 **B. UFF Responsibilities**

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

299 **ARTICLE 7**

300
301 **NO STRIKE/NO LOCKOUT**

- 302
- 303 1. The parties hereto are cognizant of the definition of, prohibitions of and sanctions against
304 strikes/work stoppages, lock outs and related activities set forth in Florida Statutes, Chapter
305 447.
 - 306
307 2. The College's and Union's officers, agents, stewards, and other representatives agree they
308 have a continuing obligation and responsibility to promote compliance with this Article and
309 the law.

310
311 ~~The union, its officers, agents, members and the faculty members covered by this agreement all~~
312 ~~agree that they will not commit, condone, aid, finance, participate in or encourage any act that~~
313 ~~interferes with the College's operations or the performance of the College's official business,~~
314 ~~including but not limited to strike, sit down, slow down, sympathy strike, picketing, or a concerted~~
315 ~~failure or refusal to perform assigned work or interfere with the operation or programs of the~~
316 ~~College.~~

317
318 ~~Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the~~
319 ~~effect of preventing or restraining any other employee from coming to work or from continuing to~~
320 ~~work, or has the effect of preventing or restraining any students, visitors, or others from ingress and~~
321 ~~egress to College facilities or sites or otherwise impede the mobility of students, visitors, or others to~~
322 ~~or any College facility or site. This definition shall not apply to lawful informational picketing. The~~
323 ~~parties recognize the right of Faculty to engage in informational picketing and other concerted~~
324 ~~activity that does not impede the rights of others or unlawfully interfere with the College's~~
325 ~~operations.~~

326
327 **ARTICLE 8**

328
329 **GRIEVANCE AND ARBITRATION PROCEDURE**

- 330
- 331 1. In a mutual effort to provide a harmonious working relationship between the parties to this
332 Agreement, it is agreed and understood that there shall be a procedure for the resolution of
333 grievances. Grievances are defined as an alleged violation by the Administration or one of its
334 agents or representatives of one or more articles or sections of this Agreement or past practice. A
335 "grievant" can be an individual member of UFF's bargaining unit, a group of members of the
336 UFF bargaining unit and/or UFF itself, alleging a grievance.
337 ~~Grievances are defined as differences involving the application or interpretation of this~~
338 ~~Agreement. The grievance procedure is not available for settlement of complaints where the~~
339 ~~grievant does not assert a violation of some specific provision or provisions of this Agreement.~~
340
341 ~~The grievance procedure cannot be used by the Union or any employee to dispute a decision by~~
342 ~~the College not to renew the contract of an employee on annual contract or to dispute a decision~~
343 ~~by the College not to award a continuing contract.~~
344
345 2. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance
346 not submitted or processed by the grieving party in accordance with the time limits provided
347 below shall be considered conclusively abandoned. Any grievance not answered by the College

348 within the time limits provided below will automatically advance to the next higher step of the
349 grievance procedure. Time limits may be extended only by written mutual consent of the parties.
350 Steps or meetings can only be skipped by written mutual consent of the parties.

351
352 Grievances shall be presented in the following manner:

353
354 Step 1: In the event an employee covered by this Agreement ~~or UFF cannot resolve a dispute~~
355 informally and believes that there is a basis for a grievance, as that term is defined above, he/she
356 may, within ~~ten (10) working~~ thirty (30) working days of the events which gave rise to the
357 alleged grievance, reduce the grievance to writing and submit it to the employee's supervisory
358 Dean or Director, with a copy provided to Human Resources. The grievance shall be signed by
359 the employee and shall state: (a) the date of the alleged events which gave rise to the grievance;
360 (b) the specific Article, ~~Articles or past practice and paragraphs~~ of this Agreement allegedly
361 violated; (c) a summary of the allegations ~~facts~~ pertaining to or giving rise to the alleged
362 grievance; and (d) the specific relief requested. The Dean or Director shall, within fourteen (14)
363 working days after presentation of the grievance, render his/her decision on the grievance in
364 writing to the grievant and the Union.

365
366 Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the
367 Step 1 time limits, the grievant shall have the right to appeal the Step 1 decision to the Vice
368 President for Academic Affairs, Vice President for Workforce Development/ CTE, or Vice
369 President for Student Affairs or his or her designee within ten (10) working days of the due date
370 of the Step 1 response, with a copy provided to Human Resources. Such appeal must be
371 accompanied by a copy of the original written grievance, and the written decision of the Dean or
372 Director, if provided, together with a signed request from the grievant requesting that the Step 1
373 decision be reversed or modified. The Vice President, or his/her designee ~~may~~ shall conduct a
374 meeting with the grievant and the grievant's ~~Union~~ representative, at a time if agreed upon by the
375 parties. The Vice President or his/her designee shall, within fourteen (14) working days after the
376 presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance
377 in writing to the grievant and the Union, with a copy provided to Human Resources.

378
379 Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the
380 Step 2 time limits, the grievant shall have the right to appeal the Step 2 decision to the President
381 or his/her designee within ten (10) working days of the date of the issuance of the Step 2
382 decision. Such appeal must be accompanied by the filing of a copy of the original written
383 grievance, and the written decision of the Vice President, together with a request signed by the
384 grievant or their representative requesting that the Step 2 decision be reversed or modified. The
385 President or his/her designee ~~may~~ shall conduct a meeting with the grievant and the grievant's
386 ~~Union~~ representative, at a time if agreed upon by the parties. The President or his/her designee
387 shall, within twenty-one (21) working days after the presentation of the grievance (or meeting,
388 if conducted), render his/her decision in writing to the grievant and the Union, with a copy
389 provided to Human Resources.

390
391 ~~Where a grievance is general in nature in that it applies to a number of employees rather than a~~
392 ~~single employee, or if the grievance is directly between the Union and the College, such~~
393 ~~grievance shall be presented in writing directly to the Vice Presidents within ten (10) working~~
394 ~~days of the occurrence of the event(s) which gave rise to the grievance, with a copy provided to~~
395 ~~Human Resources. The grievance shall be in writing and shall be signed by the grievant or by the~~
396 ~~Union representative. The written grievance shall contain the detailed information set forth in~~

- 397 ~~Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this~~
398 ~~Agreement.~~
399
- 400 3. ~~In the event a grievance processed through the grievance procedure has not been resolved at Step~~
401 ~~3 above, the grievant may request that the grievance be submitted to arbitration within fourteen~~
402 ~~(14) working days after the President renders a written decision on the grievance. The arbitrator~~
403 ~~may be any impartial person mutually agreed upon by and between the parties. The party~~
404 ~~requesting arbitration shall request the American Arbitration Association to furnish a panel of~~
405 ~~seven (7) names from which each party shall have the option of striking three (3) names in~~
406 ~~alternating fashion, thus leaving the seventh (7th) name, which will give a neutral or impartial~~
407 ~~arbitrator. Each party may reject two (2) panels.~~
408
- 409 4. Once a grievance is escalated to Step 3, the parties may confer to mutually agree on an arbitrator.
410 Otherwise, the moving party shall file a request with either the American Arbitration Association
411 (AAA) or the Federal Mediation and Conciliation Services (FMCS) for a panel of arbitrators.
412 The arbitration shall proceed according to the rules of the agency supplying the panel in all
413 respects not inconsistent with this Agreement. In the event the parties select an arbitrator through
414 striking of names, the moving party shall strike first unless the parties mutually agree otherwise.
- 415 5. Once selected, the arbitration will proceed in accordance with reasonable requests and orders of
416 the arbitrator. The hearing shall be scheduled as soon as practicable and shall be held within
417 either Putnam, Clay, or St. Johns Counties, Florida, unless the parties mutually agree otherwise.
418 The moving party shall be the first to present its case. Release time shall be granted to the
419 grievant and to any witnesses called by UFF.
- 420 6. Issues of arbitrability must be raised within ten (10) days of the arbitrator's official appointment
421 and are within his or her sole jurisdiction to resolve. When possible, the arbitrator shall conduct a
422 hearing via conference call to determine arbitrability and shall issue a decision on arbitrability
423 within fifteen (15) days. The fifteen (15) day timeframe may be extended by mutual agreement
424 of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without
425 decision or recommendation on its merits.
- 426 7. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this
427 Agreement. The arbitrator's jurisdiction shall be over the interpretation and application of this
428 Collective Bargaining Agreement and documents referenced herein with respect to the issues
429 submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.
- 430 8. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the
431 parties. Each party shall itself bear the costs of preparing and presenting its case.
432
433
- 434 9. Any grievance filed without the assistance of the Union may proceed to Step 3, however, only
435 the Union shall have the authority to authorize that a grievance proceeds to arbitration. Such
436 authorization must be in writing to the College. Nothing in this Article shall require the Union to
437 process grievances for bargaining unit members who are not members of the Union.
438
- 439 ~~10. Bargaining unit members, including Union representatives and officers, shall not permit the~~
440 ~~investigation or processing of grievances to interfere with their normal work responsibilities.~~
441 ~~Time spent in such activities shall be outside regular working hours and shall not be counted as~~
442 ~~time worked.~~
443

444 ~~The College and the Union (or a grievant who is not a member of the Union but who is allowed~~
445 ~~by the Union to proceed to arbitration) shall mutually agree in writing as to the statement of the~~

446 grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall
447 confine his/her decision to the particular grievance thus specified. In the event the parties fail to
448 agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will
449 confine his/her consideration and determination to the written statement of the grievance
450 presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change,
451 amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part
452 thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon
453 any matter which is stated in this Agreement not to be subject to arbitration or which is not a
454 grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator
455 to supersede applicable state and federal laws. The arbitrator shall have no power to change any
456 policy or rule of the College.

457
458 The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to
459 the question that is presented to him/her, which question must be actual and existing. The
460 arbitrator's decision shall be confined solely to the application and/or interpretation of this
461 Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The
462 arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the
463 determination of the issues submitted. The standard of proof in all cases will be by a
464 preponderance of the evidence.

- 465
466 11. An arbitrator's award may or may not be retroactive as the equities of each case may demand.

467
468 Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible,
469 determined by means of a hearing conducted by conference call. The arbitrator shall have ten
470 (10) working days from the hearing to render a decision on arbitrability. If the issue is judged to
471 be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual
472 consent of the College and the Union, the same arbitrator may preside over both the issue of
473 arbitrability and the substantive issue(s).

474
475 Each party shall bear the expense of its own witnesses and of its own representatives for
476 purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and
477 expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any
478 party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties
479 mutually agree to share the cost.

- 480
481 12. Except to the extent that such award is contrary to law or the provisions of this Agreement, the
482 arbitrator's award shall be final and binding on the parties. Either party may, however, seek
483 review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida
484 Statutes.

485
486 Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed
487 separately and individually. Accordingly, only one (1) grievance shall be submitted to an
488 arbitrator for decision in any given case. Settlement of grievances before the issuance of an
489 arbitration award shall not constitute a precedent or an admission that this Agreement has been
490 violated.

- 491
492 13. If an annual contract Faculty member is terminated or suspended without pay during the term of
493 an annual contract, the Faculty member may grieve pursuant to this Article.

495 14. If a continuing contract Faculty member is terminated, suspended without pay or returned to
496 annual contract, the Faculty member may choose to proceed to arbitration pursuant to this
497 Article or to appeal the decision under Chapter 120, Florida Statutes. The election of the
498 Chapter 120 procedure will be deemed an election of remedies and a permanent waiver of the
499 right to appeal the suspension or termination under this Article. If the Faculty member chooses
500 to process the actions identified in this paragraph under this Article, the Faculty member's
501 choice will be considered an election of remedies and an appeal cannot be processed under
502 Chapter 120, Florida Statutes. Consistent with paragraph 2 above, no Faculty member may use
503 this grievance procedure or procedure under Chapter 120, Florida Statutes, to dispute a
504 decision by the College not to renew an annual contract, or to dispute a decision by the College
505 not to award a continuing contract.
506

UFF COUNTER #2

ARTICLE 9

BOARD POLICIES AND RULES

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~~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.~~

UFF COUNTER #2

515 **ARTICLE 10**

516 **ACADEMIC FREEDOM**

517
518
519 In recognition that bargaining unit members and students must be able to examine ideas in an
520 atmosphere of freedom and confidence, the parties affirm: Bargaining Unit members are entitled to
521 freedom in the instructional setting when discussing their subjects and pursuing the truth in accord
522 with appropriate standards of scholarly inquiry, even those elements that may be deemed
523 controversial, unconventional, or unacceptable by society, to the extent that they do not violate state
524 or federal laws. ~~Nevertheless, bargaining unit members will not depart significantly from their~~
525 ~~respective areas of competence or divert substantial time to material and/or discussion extraneous to~~
526 ~~the course.~~ Bargaining unit members have the sole right and obligation to assess and evaluate
527 student performance in a fair and reasonable manner. Students may appeal their grade through the
528 appeal process, which shall involve bargaining unit members. Bargaining unit members are
529 citizens, members of an educational institution, and members of an honorable and learned
530 profession. As members of a college community, they must be free to evaluate, criticize, and
531 advocate their personal views concerning the policies and programs of the college; however, such
532 advocacy should be exercised responsibly and in a spirit of collegiality. Academic freedom
533 includes the right to criticize decisions and actions of the administration and BOT. When a
534 bargaining unit member communicates, he/she must recognize the special position in the
535 community he/she holds as an employee of St. Johns River State College in that the public may
536 judge both the bargaining unit member's institution and profession by his/her statements. ~~The~~
537 ~~parties, therefore, recognize and affirm the Board's authority and prerogative to regulate the~~
538 ~~instructional setting and professional conduct of bargaining unit members, and to take steps~~
539 ~~appropriate to implement its responsibilities as prescribed in this Section.~~

541 **ARTICLE 11**

542 **APPOINTMENT, CONTRACTS AND TERMINATION**

543 **1. Selection of New Faculty**

544
545
546 A. All bargaining unit member vacancies shall be filled through a competitive process. The Vice
547 Presidents for Academic Affairs, Workforce Development/CTE, and Student Affairs, in
548 consultation with Human Resources, are the appropriate administrative authority in
549 compliance with Southern Association of Colleges and Schools Commission on Colleges
550 (SACSCOC) criteria and College policy and shall establish minimum criteria for Faculty,
551 Librarian, and Advisor positions.

552
553 B. The Administration recognizes the importance of conferring with Faculty in the hiring of
554 new part-time and full-time Faculty, Librarians, and Advisors, while the Faculty also
555 recognize their responsibility to participate in this process. Therefore, the appropriate Vice
556 President will establish Faculty Hiring Committees consisting of full-time Faculty,
557 Librarians, or Advisors as appropriate who will participate in the screening and interviewing
558 of all candidates.

559
560 C. The committee shall be formed and will function as follows:

- 561 i. The appropriate Vice President or his/her designee will invite all Faculty, Librarians,
562 or Advisors with Continuing Contract from the appropriate department to serve on the
563 full- or part-time Faculty Hiring Committee. If an insufficient number of Faculty with
564 Continuing Contract are available and/or interested in serving on the committee,
565 Faculty without Continuing Contract will be invited to serve on the committee.
- 566 ii. The committee members shall review all applications for a Faculty vacancy and make
567 recommendations as to which candidates to interview.
- 568 iii. The committee will interview and recommend finalists according to approved,
569 objective criteria.
- 570 iv. The committee will file a written recommendation, listing finalists alphabetically
571 and/or by ranked preference as directed by the Committee Chair, with the appropriate
572 administrator concerning the employment of candidates.
- 573 v. Input from Faculty Hiring Committees will be utilized in the final selection.
- 574 ~~vi. The final decision for the selection of new faculty shall rest with the President.~~
- 575 ~~vii. In the event that the hiring decision deviates from the committee recommendation,~~
576 ~~the President shall provide feedback to the committee.~~

577
578 **2. Appointment and Orientation**

579 A. New instructional Faculty shall be required to attend an orientation prior to the beginning of
580 their first Fall contract. ~~New annual contract~~ Faculty shall participate in pedagogical and
581 discipline-specific training for up to ~~thirty (30)~~ fifteen (15) hours per semester for ~~the first~~
582 ~~two years each year they are on annual contract~~. The topics of the seminar series are at the
583 discretion of the College. New instructional Faculty shall complete SJR State's Distance
584 Learning Academy and Active Learning Workshop as part of this seminar series as directed
585 by their Dean/Director, regardless of previous teaching experience at other institutions.

586
587 B. The College reserves the right to ~~require~~ assign bargaining unit members to teach in other
588 disciplines or other courses within the same discipline for which they are qualified. The
589 College shall not assign bargaining unit members to teach on two campuses in same day, or

590 at all three campuses per week (unless faculty request to do so). Aside from emergency
591 situations, the College shall not require bargaining unit members to teach more than two
592 online sections per term (unless faculty request to do so). The College also reserves the right
593 to require bargaining unit members to work at any campus/site or modality based on
594 institutional need.

595
596 C. Bargaining unit members may be required to teach in or move between both credit and clock
597 hour programs.

598
599 **3. Non-Continuing Contract Faculty Appointments**

600 ~~The President may recommend to the Board of Trustees a Faculty, Librarian, or Advisor position~~
601 ~~not eligible for Continuing Contract. Faculty awarded these positions may be awarded annual~~
602 ~~contracts or contracts for less than one (1) year. These Faculty appointments may be rescinded at~~
603 ~~any time. Faculty on non-continuing contract faculty appointments will be evaluated annually.~~
604 ~~Non-continuing contract faculty appointments will be so indicated in job postings, offer letters,~~
605 ~~and contracts.~~

606
607 **4. Annual and Continuing Contracts**

608 ~~Full-time Established permanent Faculty, Librarian, and Senior Academic Advisor positions~~
609 ~~filled as a result of a competitive hiring process shall be eligible for Continuing Contract. All~~
610 ~~initial full-time appointments shall be in a form approved by the State Commissioner of~~
611 ~~Education, and shall specify in writing the appointment date, expiration date, number of~~
612 ~~workdays and salary and whether the appointment is or is not eligible for Continuing Contract.~~
613 ~~All initial full-time appointments shall be annual contracts for the first five years, after~~
614 ~~completing 5 years of full-time employment with the College they will be eligible to apply for~~
615 ~~continuing contract. unless it is a non-continuing contract appointment.~~

616
617 A. Individuals on an “annual contract” may have their contract renewed by the Board of
618 Trustees upon recommendation by the President no later than ~~June~~ April 1st preceding the
619 academic year for which the contract is to be effective. There is no expectation of
620 reemployment upon the expiration of an annual contract. The President may determine not to
621 renew an annual contract for any reason. An individual whose annual contract is not being
622 renewed shall receive notice of non-renewal by ~~June~~ April 1st. Non-renewal of an annual
623 contract cannot be challenged through the grievance or termination procedures provided by
624 this Agreement. Faculty, Librarians, or Senior Academic Advisors on annual contract will be
625 evaluated annually.

626
627 B. A “Continuing Contract” is a contract between the College and a Faculty member, Librarian,
628 or Advisor that entitles the individual to continue in his or her respective full-time position at
629 the College without the necessity for annual nomination. To be eligible to ~~apply~~ receive for a
630 Continuing Contract, the individual must serve a probationary period of five (5) full years at
631 the College and have received five (5) satisfactory sequential annual evaluations. The
632 minimum of five (5) full years of service shall be continuous except for leave duly authorized
633 and granted.

634
635 C. Continuing Contract ~~may~~ shall be recommended to the Board of Trustees by the President for
636 individuals who have received satisfactory ratings on their performance evaluations during
637 the probationary period and successfully completed the Continuing Contract application
638 process. Continuing Contracts are effective at the beginning of an academic year only.

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- 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. Reasonably ~~completing all~~ obligations within established timelines.
 - iv. Fulfilling work responsibilities and other responsibilities as stated in this Agreement.
 - ~~v. Service to the community.~~
 - vi. Adherence to professional standards of conduct as outlined in Article ~~25~~ 24, 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 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. The additional faculty members shall be approved by 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 and will notify the eligible faculty member. 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

688 the applicant of the qualifications that are lacking. Once the Continuing Contract Screening
689 Committee has been appointed, the Chair of the Committee will meet with the applicant for
690 Continuing Contract status and explain the process that the Committee will use in making a
691 recommendation to the College President.

- 692
- 693 H. The Continuing Contract Application and Screening Process will occur once per calendar
694 year in accordance with the following timeline:
- 695 i. Deadline for Faculty to submit a letter of intent to pursue Continuing Contract: first
696 Monday in October after the Faculty member has completed a minimum of ~~five (5)~~
697 four (4) full years of service to the College as a Faculty member (a full year of service
698 is a full academic year, August-May).
 - 699 ii. October-November: After initial eligibility is determined, the applicant will meet with
700 the appropriate Vice President to discuss specific timelines and details of the portfolio
701 submission process and the Continuing Contract Screening Rubric that will be used
702 by the Committee in the evaluation process.
 - 703 iii. Second Monday in February: Continuing Contract Portfolio Due as directed by the
704 appropriate Vice President.
 - 705 iv. No later than seven (7) calendar days before the Continuing Contract Committee
706 meets with the applicant, its members shall provide notification in writing and with an
707 electronic copy of any issues or concerns the committee may have with the portfolio
708 that would be detrimental to the applicant's being awarded a continuing contract (a
709 lack of notification shall indicate there are no issues nor concerns with the portfolio).
 - 710 v. By March 31: Continuing Contract Screening Committee Interview with applicant
711 and, at the discretion of the screening committee and/or with the approval of the
712 applicant, interviews with colleagues of the applicant employed by St. Johns River
713 State College and/or students taught by the applicant from a set of standard questions
714 as scheduled by the appropriate Vice President.
 - 715 vi. First week of April: Continuing Contract Screening Committee and appropriate Vice
716 President recommendation to include justifications for the recommendation and/or
717 recommendations for areas of improvement sent to College President.
 - 718 vii. April-June: College President makes recommendation to the Board of Trustees
719 regarding Faculty member's Continuing Contract Status
- 720
- 721 I. If the Continuing Contract Committee fails to recommend the individual for Continuing
722 Contract, the individual may appeal to the President. ~~The decision of the President is final~~
723 ~~and cannot be challenged through the grievance and arbitration process or termination~~
724 ~~procedures provided by this Agreement.~~
- 725
- 726 ~~J. If the President concurs with the Committee's recommendation that the individual be~~
727 ~~awarded a Continuing Contract, the President shall recommend this action to the Board of~~
728 ~~Trustees. The decision of the Board of Trustees is final and cannot be challenged through the~~
729 ~~grievance or termination procedures provided by this Agreement.~~
- 730
- 731 K. Individuals on Continuing Contract shall have a tri-annual performance evaluation. Every
732 three (3) years as part of the performance evaluation process, they shall submit a post-award
733 self-assessment that shall be reviewed by the supervising Dean/Director and be discussed
734 with the individual as part of the classroom observation process. The purpose of the post-
735 award self-assessment is to demonstrate continued achievement of the standards set for the
736 initial award of Continuing Contract and to demonstrate continual growth and development

737 in the Faculty member's discipline area. These periodic reviews of Continuing Contract
738 Faculty shall use the same criteria established for the initial award of Continuing Contract as
739 explained in Board Rule, SJR State 5.03.
740

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

742 To meet the needs of the College, both annual and continuing contract Faculty may be required
743 to successfully complete additional coursework, industry certifications, or other credentialing
744 licensure requirements, at the expense of the College, in order to remain eligible to teach.
745

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

749 Upon recommendation by the President, the Board of Trustees may dismiss or return to annual
750 contract an individual on Continuing Contract for failure to meet post-award performance criteria
751 or for cause. Upon recommendation by the President, the Board of Trustees may dismiss an
752 annual contract individual during the term of the contract for cause.
753

754 The President shall notify the individual in writing of the recommendation for dismissal or return
755 to annual contract and the reasons for the recommendation. Upon approval of the
756 recommendation by the Board of Trustees, the employee shall have the right to appeal the
757 decision pursuant to the provisions of paragraphs 15 or 16 of Article 8 Grievance and Arbitration
758 Procedure, as appropriate.
759

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

761 Upon recommendation by the President, the Board of Trustees may terminate a full-time
762 employee on Continuing Contract should there be a consolidation, reduction, or elimination of
763 the College's programs. The decision of the Board of Trustees as to a consolidation, reduction, or
764 elimination of a program shall be final and cannot be challenged through the grievance and
765 arbitration procedure. Article ~~26~~ 25 regarding Reduction in Force will apply and any alleged
766 violations of Article ~~26~~ 25 can be challenged through the grievance and arbitration procedure.
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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 of 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~~ A or term ~~three~~ B) 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. Faculty on a ten month contract shall be able to temporarily change to a nine month contract without forfeiting their right to return to a ten month contract.

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

817 the Vice President of Workforce Development/CTE), which includes, but is not limited to,
818 preparation for classes, meeting attendance, grading assignments, office hours, and other
819 duties. The administration recognizes that it is the proper function of the clock-hour
820 Faculty member to schedule office hours and also a minimum one-half hour lunch period
821 during each duty day, having due regard for the principle that service to the student is of
822 first importance. This recognition does not deny the administrator's right to require
823 modification of this schedule for good reason stated to the clock-hour Faculty member.
824

825 C. **Adult Education Faculty**: In Fall and Spring semesters, each full-time Adult Education
826 Faculty member shall teach a minimum of 24 contact hours per week per semester and
827 complete four hours of student monitoring/reporting work. In addition to Fall and Spring
828 semesters, Adult Education Faculty on twelve-month contracts shall also work as scheduled
829 all days the College is open or take leave, teaching a minimum of 24 contact hours in both
830 Summer terms.
831

832 3. **Work Reassignments**

833 Reassignment is the temporary freeing of a Faculty member from teaching workload
834 responsibilities to accomplish specific duties as required by the College. Reassignments are
835 created and granted at the discretion of the College.
836

837 The College may initiate reassignment for a specified beginning and end time, for a clearly
838 defined purpose, and to accomplish measurable outcomes. The purposes for reassignment
839 include:
840

- 841 A. Undertaking duties that are beyond the scope of Faculty's regular work
842 responsibilities; and,
843
- 844 B. Doing work that is necessary to advance the larger goals and mission of the College
845 that will not otherwise be accomplished through existing personnel working under
846 current job descriptions.
847

848 Faculty are under no obligation to accept these assignments.
849

850 C. The UFF-SJR State President and Chief Negotiator shall receive course release equivalent to
851 one standard course (3-4 hours) for the Fall and Spring.
852

853 The maximum reassignments per semester shall not exceed forty percent (40%) of the standard
854 teaching load. Reassignments and any exceptions to the maximum reassignments requires the
855 approval of the appropriate Vice President and appropriate Dean/Director at least sixty (60)
856 days prior to the beginning date of such reassignment.
857

858 4. **Non-Teaching Duty Days**

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

865 spring terms to the appropriate Dean/Director. Ten and Twelve month faculty must submit a
866 leave request form for nine (9) hours for each workday missed in the summer term.
867

868 5. Faculty Work Hours and Responsibilities

869 Faculty members may have teaching assignments both on and off campus, day and evening, and
870 at times, on the weekends. Faculty ~~should expect to be assigned a minimum of~~ may be required
871 to teach a maximum of two night classes per academic year unless additional courses are
872 approved by the instructor. Faculty members are professionals whose jobs require forty (40) or
873 more hours of professional services to the College each week ~~over five (5) consecutive calendar~~
874 ~~days~~ during the fall and spring terms. Ten-month and twelve-month Faculty positions require
875 thirty-six (36) or more hours of professional services to the College each week over four (4)
876 consecutive calendar days during the summer terms. Twenty-five (25) to twenty-eight (28) hours
877 shall be scheduled and the remaining twelve (12) to fifteen (15) hours shall be ~~used for College~~
878 ~~service and related professional activities~~ at the discretion of the faculty member to perform
879 duties necessary as an instructional faculty member. Prior to each academic year, full time
880 ~~Faculty shall develop annual goals with their Dean/Director. These goals shall include all~~
881 ~~components of the Faculty member's workload responsibilities.~~ Limited exceptions to these
882 Faculty Work Hours may be granted by the appropriate Vice President if alternative scheduling
883 is advantageous to the program and students.
884

885 The components of instructional Faculty workload responsibilities vary by Division:
886

- 887 • **Credit and Adult Education Faculty:** (a) instructional and office hours –twenty-five (25) to
888 twenty-eight (28) hours per week; (b) College service and (c) professional development. –
889 twelve (12) hours to (15) hours per week (on average). ; ~~–three (3) hours per week (on~~
890 ~~average).~~
891
- 892 • **Clock-Hour Faculty:** Clock-hour Faculty members shall be scheduled to be on duty forty
893 (40) hours per week, which includes, but is not limited to, preparation for classes, meeting
894 attendance, grading assignments, office hours, and other duties. This recognition does not
895 deny the administrator's right to require modification of this schedule for good reason
896 stated to the clock-hour Faculty member.
897

898 As professionals, Faculty are not required to “clock-in” daily for these duties, and it is
899 recognized that these are minimums and that many Faculty devote more time to College
900 activities and responsibilities. However, a Faculty schedule detailing all instructional and
901 office hours that will be maintained will be submitted the first week of each semester, ~~and a~~
902 ~~log/narrative summarizing the Faculty's professional development and College service will~~
903 ~~be submitted annually, both to the appropriate Dean/Director.~~
904

905 A. **Instructional and Office Hours**

906 The College shall establish a course schedule that meets the needs of students. Dean/Directors
907 will work with Faculty members to fill scheduling requirements and establish individual
908 schedules that meet the needs of the students. It is the responsibility of the College to assign
909 Faculty members to teach courses in their respective academic disciplines at times and
910 locations and/or in instructional formats that meet the needs of students. Faculty teaching
911 online classes have the right to require at least one proctored exam on campus per class.
912

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

919 i. Office hours denote regularly scheduled time periods during which Faculty shall be
920 available for one-on-one consultations with students outside of a classroom setting, to
921 provide instructional program related or similar academic assistance to students as
922 needed.

923 a. Office hours shall be scheduled on campus in the Faculty member's office,
924 ~~Faculty members may also use~~ a classroom, the academic support center, the
925 library, or other *appropriate* campus locations and assigned sites. The availability
926 and location of office hours must be mutually agreed upon, approved by the
927 Dean/Director, provided in writing to the Faculty member's students and
928 Dean/Director, and posted in the College's Learning Management System by the
929 first day of the semester.

930 b. Each Faculty member shall publish and maintain a total of ten (10) office hours
931 per week during each semester of the academic year.

932 1) All ten (10) of these office hours shall be scheduled in minimum increments
933 of thirty (30) consecutive minutes. ~~over a period of not less than five (5) days~~
934 ~~during Fall and Spring terms, four (4) days during Summer term.~~ Due to
935 varying instructional times, office hours for clock-hour Faculty members may
936 vary from this requirement and must be approved by the dean/director.

937 2) Office hours should begin no earlier than 7:00 a.m. and end no later than
938 10:00 p.m.

939 3) Faculty teaching all or portions of their base load online are to make efforts to
940 meet students outside of the Monday-Friday 8am-5pm timeframe, virtually or
941 otherwise, for office hours. Faculty are to meet with students in the venue
942 best suited to meet student needs. To facilitate this, one (1) office hour of the
943 ten (10) may be scheduled off campus virtually, if outside of the Monday-
944 Friday 8am-5pm timeframe.

945 4) Faculty whose instructional assignment is to monitor student teacher interns in
946 their baccalaureate teaching field experiences shall, with their Dean's
947 permission, be permitted to schedule a percentage of their required office
948 hours at the field site(s) during the period of the students' fieldwork.

949 ~~5) Faculty shall be available to students during normal College business hours~~
950 ~~and by appointment.~~

951 6) If Faculty members cannot meet their established office hours, they must post
952 notice to students within the College's Learning Management System and at
953 their office location. In addition, a copy is to be sent to the Dean/Director and
954 his/her staff confirming office hours have been cancelled during the week.
955 Any cancellations of office hours require the Faculty member take an
956 equivalent amount of leave or to reschedule the missed office hours.

957 7) In emergencies or other unusual circumstances, the Vice President for
958 Academic Affairs or the Vice President for Workforce Development/CTE
959 may approve exceptions to the published schedules for individual Faculty
960 members.

- 961 c. Faculty whose instructional assignments include Health Sciences for which
 962 clinical or field experiences are required of participating students may count
 963 clinical or field experiences toward their instructional teaching load.
 964
 965
 966 ii. During Instructional and Office Hours, Faculty Shall:
 967 a. Employ diverse teaching methods to accommodate various student learning
 968 styles, various levels of academic preparation, and nontraditional students.
 969 b. Commit to continuous improvement of teaching and student learning based upon
 970 components of academic mindset.
 971 c. Use student engagement strategies in instruction.
 972 d. Provide accommodations to students with disabilities in a fair and timely manner.
 973 Faculty may not refuse to provide required accommodations or question whether
 974 the disability exists when accommodations have been authorized. ~~or ask to~~
 975 ~~examine the student's documentation.~~
 976 e. Be prompt and regular in attendance at classes and office hours.
 977 f. Meet his/her standard teaching load or equivalent.
 978

979 **B. College Service**

980 It is anticipated that Faculty will dedicate an average of 12 of the 40 hours (36 hours in
 981 summer) of their workweek to a variety of Instructional and Non-Instructional College
 982 Service activities. Faculty shall:

- 983 i. Instructional College Service:
 984 a. Fulfill instructional obligations such as preparing for classes and grading papers,
 985 tests, and other required student assignments.
 986 b. Evaluate textbooks and Open Educational Resources as necessary.
 987 c. Use the course outline and syllabus template established by the Dean/Director as a
 988 minimum standard, providing clear course expectations, explanations of
 989 consequences for not completing work, and expectations of student participation
 990 and success. ~~and clear policy as to when to expect feedback on assessments.~~
 991 d. Utilize the course shell in the Learning Management System to facilitate timely
 992 feedback and communication with students in online, hybrid, and on-campus
 993 classes.
 994 e. Provide prompt feedback to students that includes but is not limited to return of
 995 examinations and papers ~~within one week~~ within a reasonable time; grade
 996 assignments and ~~post~~ provide grades frequently to assist students in monitoring
 997 progress; and attempt to provide concrete and constructive feedback and class
 998 discussion of results of assignments and examinations.
 999 f. Refer students to academic and student support services when appropriate
 1000 including, but not limited to, the Library, Academic Support Center, Virtual Skills
 1001 Lab, Academic Advising, and/or CARE Counseling.
 1002 ~~g. Record and report student attendance and grades promptly.~~
 1003 h. Participate in the development, measurement, and analysis of student learning
 1004 outcomes (SLOs) and/or program learning outcomes (PLOs) for the purpose of
 1005 overall program/course improvement.
 1006
 1007 ii. Non-Instructional College Service:
 1008 a. Provide service to the department/division and College as an active participant in
 1009 the academic planning process, which includes but is not limited to, curriculum

- 1010 development and revision; program review and assessment; establishment of
 1011 program accreditation; and other activities that support student success and
 1012 academic progression.
- 1013 b. Engage in the assessment of student learning in order to guide course,
 1014 programmatic, and instructional Faculty effectiveness.
 - 1015 c. Be prompt and regular in attendance at department meetings, Convocation,
 1016 College-wide meetings, and committee work (e.g., standing committees, councils,
 1017 ad hoc committees, and department meetings). Participate in College committees
 1018 and/or councils. ~~community groups, statewide curriculum committees, and~~
 1019 ~~professional organizations. The President has sole discretion to create and~~
 1020 ~~abolish committees whenever he/she deems it advisable. The composition of any~~
 1021 ~~such committee shall be at the sole discretion of the President.~~
 - 1022 ~~d. Attend the College's Fall and Spring commencement ceremonies; attend~~
 1023 ~~departmental/programmatic graduation and/or pinning ceremonies, as appropriate.~~
 - 1024 e. Serve as a mentor for no more than two adjunct instructors, dual enrollment
 1025 instructors ~~and~~ or new full time Faculty; evaluate adjunct and dual enrollment
 1026 instructors; and serve on hiring committees for both full-time and adjunct Faculty.
 1027 Full-time shall not be required to cancel classes in order to evaluate adjunct or
 1028 dual enrollment instructors.
 - 1029 f. Faculty are encouraged to participate in student-focused activities and initiatives
 1030 including, but not limited to, student activities, serving as a club sponsor, and
 1031 other College initiatives.
 - 1032 g. Participate in College-wide programs or initiatives designed collaboratively by
 1033 the Faculty, administration, and staff of the College for the purposes of
 1034 identifying, assisting, and encouraging at-risk students to attain their educational
 1035 goals, including, but not limited to, early alerts, progress report campaigns, and
 1036 early assessments.
 - 1037 h. Participate, when appropriate, in planning and other activities designed to fulfill
 1038 grant requirements and obligations.
 - 1039 i. Be prepared to shift all communication with students and instruction online in the
 1040 case of a disaster or other emergency.
 - 1041 ~~j. Perform any other duties required to fulfill their instructional, contractual and/or~~
 1042 ~~programmatic obligations as delineated elsewhere in this Agreement and assist the~~
 1043 ~~College with programmatic, local, state and federal compliance.~~

1044
 1045 **C. Professional Development**

1046 Faculty members are expected to remain current in their respective fields to include teaching
 1047 and learning, and they are also expected to participate in ongoing professional development
 1048 on campus and in other venues. College funding for professional development may be
 1049 available but is not guaranteed. The general guidelines for Faculty professional development
 1050 are as follows:

- 1051 i. Faculty are encouraged to ~~will~~ identify professional development/training needs ~~at the~~
 1052 ~~start of each academic year. Since it may not always be possible to identify needs at~~
 1053 ~~one particular time of the year,~~ Faculty members are encouraged to notify their
 1054 Dean/Director as soon as they become aware of professional development/training
 1055 opportunities to consider.
- 1056 ~~a. The common deadline for submitting professional development requests~~
 1057 ~~shall be established by the Vice President for Academic Affairs and Vice~~
 1058 ~~President for Workforce Development/CTE each academic year.~~

- 1059 b. All travel requests must be submitted for approval at least eight (8) weeks
1060 prior to the event when possible. Completed travel paperwork with
1061 appropriate documentation shall be submitted immediately after travel.
- 1062 ii. Funds may be used to promote focused initiatives and help meet the strategic goals
1063 and objectives of the Department and the College. These funds cannot be used for
1064 purposes other than expenses associated with professional development activities.
- 1065 iii. Full-time Faculty may apply for funds for professional development through their
1066 Dean/Director. Pre-approval for any professional development activity is required by
1067 the Faculty member's Dean/Director and Vice President if appropriate. All travel
1068 plans associated with professional development and training opportunities are to be
1069 discussed with the Faculty member's Dean/Director prior to submission of any
1070 paperwork.
- 1071 iv. The Vice President for Academic Affairs or Vice President for Workforce
1072 Development/CTE must approve all professional development involving out-of-state
1073 travel prior to registration for the activity or incurring any travel-related expenses.
- 1074 v. The availability and quantity of funds used for professional development may vary
1075 due to limitations in the College budget. Consequently, Faculty members are advised
1076 that requests for activities may be partially funded, ~~limited to one (1) activity per~~
1077 ~~year, or possibly denied.~~ Professional development opportunities at the Division level
1078 will be funded for events that have direct and measurable impact on campus
1079 goals/initiatives, strategic objectives, accreditation, and/or student success and
1080 completion. Additional cost beyond that which is approved is the responsibility of the
1081 requester.
- 1082 vi. Faculty are encouraged to take advantage of professional development opportunities
1083 provided by the College through the Department of Distance Learning, the
1084 Department of Learning Resources, the Department of Human Resources, and their
1085 own academic department. High quality webinars and other presentations are often
1086 available at no cost to Faculty or the College.

1087

1088 **6. Faculty and Scheduling**

1089 The master course schedule is developed through a cooperative effort of the Vice President for
1090 Academic Affairs and the Vice President for Workforce Development/CTE. The final adoption
1091 and revision of the schedule rests with the President.

- 1092
- 1093 A. The College retains the right to determine the courses offered and days and times that the
1094 courses will be offered so as to ensure the needs of students are met. The College shall also
1095 determine the delivery methods that will be utilized to deliver each course, the
1096 campus/sites/and other locations where each course will be offered, and course rotations.
1097 Faculty work days shall not exceed five (5) consecutive calendar days per week. On any
1098 given workday, the end of the faculty member's last class shall be no more than eight (8)
1099 hours later than the beginning of his/her first class, unless waived by the faculty member. At
1100 least twelve (12) hours shall elapse between the end of a faculty member's last class on a
1101 given workday and the beginning of his/her first class of the following day. Faculty members
1102 shall not be required to teach more than two online classes, unless the program is a strictly an
1103 online program, or the faculty member waives this restriction. Faculty members shall not be
1104 required to teach on more than one campus during a single workday unless the faculty
1105 member waives this restriction.
- 1106

1107 B. The College recognizes the importance of conferring with Faculty in the scheduling
1108 process. Therefore, each Faculty member shall submit to the appropriate supervisor as
1109 directed a proposed teaching schedule consisting of a list of the proposed courses to be taught
1110 and for each course the proposed time of day and day(s) of the week. Effort will be made to
1111 assign each Faculty member to as many courses, days, and class times in accordance to their
1112 preferences. However, Faculty teaching assignment shall be limited to and based on
1113 institutional need as determined by the College's administration.
1114

1115 C. Class size shall be determined by the appropriate Dean, Director, or Vice President.
1116 Minimum and maximum class sizes may vary by discipline, campus/site, and modality but
1117 shall not exceed thirty (30) students, science classes and laboratories shall not exceed twenty
1118 four (24) students, and shall not exceed state standards for Gordon Rule courses.
1119

1120 7. **Extra Teaching Assignments**

1121 Extra teaching assignments during the Fall, Spring, and Summer terms are not guaranteed and
1122 shall be granted at the discretion of the College. Extra teaching assignments are based upon
1123 need. Repeated from the first sentence. ~~There is no guarantee of extra teaching assignments~~
1124 ~~during any term, including the Summer term.~~
1125

1126 An additional teaching assignment is beyond the Faculty member's base contractual teaching
1127 load and is not granted until the teaching workload and workweek obligations, as defined in
1128 sections 2 and 5 of this Article, are met. All instructional contact hours taken on as an extra
1129 teaching assignment (overload hours) shall be in addition to and scheduled outside of the
1130 Faculty's base contractual 40-hour work week during the Fall and Spring terms, or 36-hour
1131 work week during the Summer terms. Faculty will be compensated for extra teaching
1132 assignments according to Article 20 Wages of this Agreement. Suggest deleting. ~~Any extra~~
1133 ~~teaching assignment during the Fall or Spring term requires a total of two (2) additional~~
1134 ~~scheduled, advertised office hours per week for a total of twelve (12) office hours per week.~~
1135 ~~Unlike the additional instructional hours that must be scheduled in addition to the base 40-~~
1136 ~~hour work week, the two additional office hours can be scheduled as part of the Faculty~~
1137 ~~member's weekly College Service Hours.~~
1138

1139 Nine (9) month contracted Faculty are not obligated to teach or hold office hours in the Summer
1140 term, nor are they guaranteed an extra teaching assignment in the Summer term.
1141

1142 Ten (10) month contracted Faculty are under contract to teach Summer term 2 or Summer term
1143 3, as assigned by the institution; however, they are not guaranteed an extra teaching assignment
1144 in the Summer term. The requirements of section 5 of this Article, Faculty Work Hours and
1145 Responsibilities, apply to office hours during the Summer term for ten (10) month Faculty.
1146

1147 The maximum extra teaching assignment during a Fall, Spring, or Summer term will be six hours
1148 more than the Faculty member's normal load. Exceptions to this rule require advance approval
1149 by the appropriate Vice President and documented special extenuating circumstances.
1150

1151 Extra teaching assignments within the Faculty member's discipline shall be assigned by the
1152 Dean/Director. In making assignments, the Dean/Director shall consider the best qualified
1153 candidate based upon several factors including credentials, academic experience, work
1154 experience, ~~student success, and retention and completion rates in determining whether to~~
1155 ~~approve assignments.~~

1156
1157 Faculty may also request an extra teaching assignment in another discipline for which they are
1158 academically qualified and officially credentialed or at another campus/site for which there is
1159 need. Any such request must be made to the Deans/Directors of both the home department
1160 and the secondary department during the schedule drafting process. Faculty must have
1161 satisfactory performance in their current teaching assignment, ~~as well as acceptable student~~
1162 ~~success, retention, and completion rates~~. The Dean/Director will make the decision and
1163 placement of the Faculty member based on student and division needs. All assignments are
1164 subject to approval of the appropriate Vice President(s).
1165

1166 **8. Meeting Course Load Requirements**

1167 At times, Faculty members may not be able to meet their course load requirements. Each Faculty
1168 member's fifteen (15) to eighteen (18) contact hour teaching load shall be met prior to the
1169 assignment of any overloads or assignments in that department outside the bargaining unit. When
1170 Faculty do not meet course load obligations, the Dean/Director may: (a) create a course load plan
1171 comprised of approved work equivalent to the course(s)/contact hours needed for the Faculty
1172 member to make his/her load; (b) assign Faculty to teach course(s) in another discipline or area
1173 of need, if qualified; ~~or, (c) recommend elimination of the position pursuant to a reduction in~~
1174 ~~force~~. The Dean/Director will document course load amendments that shall be provided to the
1175 Vice President for Academic Affairs or Vice President for Workforce Development/CTE for
1176 approval.
1177

1178 **9. Faculty and Student Attendance**

1179 A. The College recognizes the correlation between attendance and both student retention and
1180 achievement. A successful college experience requires a student's regular class attendance
1181 and active engagement. Any class session or activity missed, regardless of cause, reduces the
1182 opportunity for learning and may adversely affect a student's achievement in the course.
1183

1184 ~~B. Students are expected to attend all classes for the full class meeting time, actively participate,~~
1185 ~~and complete all assigned course work for all courses for which they are registered.~~
1186

1187 C. The instructor shall accommodate a student upon notification from the student of any
1188 absence, in advance when possible, because of jury duty, military leave, official
1189 representation of the College, court-mandated appearances, observance of religious holidays
1190 or medical conditions. Some medical conditions require additional, mandatory
1191 accommodations as outlined below.
1192

1193 The instructor may request appropriate documentation regarding these absences. The
1194 instructor shall provide the student with a written plan with due dates and assignments for
1195 work that will be missed during the absence(s).
1196

1197 If the absence is due to enlisting in or being called to active military service, the student
1198 shall be permitted the option of either completing the course or courses in which he or she is
1199 enrolled at a later date without penalty or the student will be voided from the course or
1200 courses with a full refund of fees paid. If the student withdraws from the course or courses,
1201 the student's records shall indicate that the withdrawal is due to active military service. The
1202 student shall not incur academic or financial penalties.
1203

1204 The instructor shall accommodate a student for an absence based on medical conditions
1205 related to pregnancy. For any other medical condition except pregnancy, if the student asks
1206 the instructor to make up work missed, when reasonable, the instructor will provide the
1207 student with a written plan with due dates and assignments consistent with the activities. In
1208 accordance with College Procedure 1.1.1, Procedure on Pregnancy Accommodations, the
1209 College will treat pregnancy as a justification for a leave of absence for so long a period of
1210 time as deemed medically necessary by the student's physician in writing. At the conclusion
1211 of such period of time, the student shall be reinstated to the status she held prior to the leave.
1212 The instructor shall give the student the opportunity to make up all missed work.
1213

1214 D. The Faculty shall make a course syllabus available to enrolled students no later than the first
1215 day of class. With the exception of Adult Education and certain clock hour programs, syllabi
1216 will also be published in the College's Learning Management System no later than the first
1217 day of ~~the semester~~ of class. The syllabus shall include the instructor's attendance
1218 requirement. For distance learning courses, on the syllabus:

- 1219 i. Instructors should define specific expectations regarding students' interactions within
1220 distance learning courses (online, hybrid, synchronous, etc.) and attendance at
1221 orientation when required, as well as students' use of the class website and/or other
1222 media.
- 1223 ii. For distance learning classes, the following U.S. Department of Education Guidelines
1224 for academic attendance shall be used:
 - 1225 a. An academic assignment submission may be counted as attending.
 - 1226 b. Taking an examination, interactive tutorial, or a computer-based instruction may
1227 be counted as attending.
 - 1228 c. Participating in an online discussion that is academically related may be counted
1229 as attending.
 - 1230 d. Interacting online with Faculty about subject matter or to ask course-related
1231 questions may be counted as attending.
- 1232 iii. Instructors may require a more rigorous attendance requirement in distance learning
1233 courses due to such factors as program requirements, state mandates of 100%
1234 attendance, etc.

1235
1236 E. To comply with Federal Financial Aid requirements, *as a minimum standard*, attendance will
1237 be taken during each class meeting the first three (3) weeks of class, after the sixty percent
1238 (60%) point in the term for a duration of one (1) week, and during the final week of class.

- 1239 i. The specific date ranges that correspond with these times will be provided by the
1240 Director of Financial Aid for each term and session and communicated to Faculty.
- 1241 ii. Daily attendance may be maintained at the discretion of the Faculty member or at the
1242 direction of the Faculty member's Dean/Director.

1243
1244 F. Attendance Census Point One: No Shows.

- 1245 i. At the beginning of each term, Faculty members will be asked to confirm the
1246 attendance of the students on their rosters.
- 1247 ii. Faculty shall report "no shows" on each grade roster in MYSJRSTATE by the date
1248 provided by the Director of Financial Aid.
- 1249 iii. Students whose names do not appear in the class roster must be referred to the
1250 appropriate office within Student Affairs and should not be permitted to attend class.

1251
1252 G. Attendance Census Point Two: First Three (3) Weeks of the Term.

- 1253 i. After the first attendance census point of the completion of the first three (3) weeks of
 1254 class, Faculty ~~shall~~ may submit attendance warnings in MYSJRSTATE to students
 1255 who were not No Shows but have unexcused absences for the equivalent of three fifty
 1256 (50) minute class sessions or one week's worth of work online.
- 1257 ii. Faculty may continue to submit attendance warnings after this first census point as
 1258 students have additional unexcused absences.
- 1259 iii. Faculty may submit attendance withdrawals in MYSJRSTATE to students who were
 1260 previously warned and then miss additional class sessions or work online (unexcused
 1261 absences) and have not yet been withdrawn.
 1262
- 1263 H. Attendance Census Point Three: Sixty Percent (60%) of the Term.
- 1264 i. After the second attendance census point of the sixty percent (60%) point of the term,
 1265 Faculty may submit attendance withdrawals in MYSJRSTATE to students who were
 1266 previously warned and missed additional unexcused class sessions or work online and
 1267 have not yet been withdrawn.
- 1268 ii. At this time, Faculty ~~shall~~ may also submit attendance warnings in MYSJRSTATE to
 1269 students who were not No Shows but have missed the equivalent of three fifty (50)
 1270 minute class sessions or one week's worth of work online (unexcused) and were not
 1271 previously warned.
- 1272 iii. Instructor initiated attendance warnings and attendance withdrawals may be
 1273 submitted up until the last day to withdraw in the semester as published in the
 1274 Academic Calendar. Prior to this deadline, all Faculty are ~~responsible~~ may for
 1275 ~~submitting~~ submit an attendance warning and withdrawal for all students whose last
 1276 date of attendance was prior to the 60% point of the term.
 1277
- 1278 I. Attendance Census Point Four: Final Week of the Term. While submitting final grades,
 1279 Faculty shall report the last date of attendance for students whose final course grade is D, F,
 1280 or Incomplete.
 1281

1282 **10. Student Grades and Academic Progress**

- 1283 A. Faculty shall keep students informed of their academic progress on a regular basis throughout
 1284 the term or academic session. Grades should be posted in the Learning Management System
 1285 or provided to students within ~~one (1) week~~ a timely fashion of each assessment being
 1286 completed throughout the term. At a minimum, Faculty shall post within the Learning
 1287 Management System or provide to students all student grades at ~~four (4)~~ two (2) critical
 1288 points during Fall and Spring semesters:
- 1289 i. ~~By the fourth (4th) week of the term;~~
- 1290 ii. At mid-term. For students making below a "C" at this time, Faculty shall advise the
 1291 student and/or refer the student to appropriate College resources;
- 1292 iii. Prior to the official withdrawal date for the course; and,
- 1293 iv. ~~Two weeks prior to the end of the semester for major terms and one week prior to the~~
 1294 ~~end of the semester for Summer A and B terms.~~
 1295
- 1296 B. Faculty teaching during reduced-length terms (summer, minimesters, etc.) will ~~post mid-term~~
 1297 grades provide prior to the withdrawal date grades for each student per the timelines of that
 1298 session.
 1299
- 1300 C. Faculty are prohibited from publicly posting student names, student identification numbers,
 1301 and grades with respect to performance or conduct in a course.

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~~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 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 Advisors are on eleven (11) or twelve (12) month contracts.

i. Twelve (12) Month Contracts: 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: Advisors on eleven (11) month contracts shall be encouraged to submit a yearly calendar requesting approval for Contracted Days Off (CDO) by June 1st for the upcoming academic year. CDO days ~~cannot~~ should not 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 unless approved by their appropriate supervisor.

2. Work Reassignments

1350 Reassignment is the temporary freeing of a Librarian or Advisor from regular workload
1351 responsibilities to accomplish specific duties as required by the College. Reassignments are
1352 created and granted at the discretion of the College.

1353
1354 The College may initiate reassignment for a specified beginning and end time, for a clearly
1355 defined purpose and to accomplish measurable outcomes. The purposes for reassignment
1356 include:

- 1357
- 1358 A. Undertaking duties that are beyond the scope of a Librarian's or Advisor's regular work
1359 responsibilities; and,
 - 1360
 - 1361 B. Doing work that is necessary to advance the larger goals and mission of the College that will
1362 not otherwise be accomplished through existing personnel working under current job
1363 descriptions.

1364
1365 Librarians and Advisors are under no obligation to accept these assignments.

1366
1367 The maximum reassignments per semester shall not exceed forty percent (40%) of the time the
1368 Librarian or Advisor spends on their normal workload. Reassignments and any exceptions to
1369 the maximum reassignments requires the approval of the Vice President for Academic Affairs
1370 or Vice President for Student Affairs and appropriate Dean/Director at least sixty (60) days
1371 prior to the beginning date of such reassignment.

1372
1373 **3. Duty During Intersession**

1374 Librarians and Advisors are eleven (11) or twelve (12) month Faculty and report to the College
1375 on all days the College is open, including intersessions, between Spring and Summer terms and
1376 between Summer and Fall terms. Librarians and Advisors will work regular hours during
1377 intersession and must be present to perform duties including, but not limited to, attending to
1378 professional development activities, participating in other departmental or College activities,
1379 advising students, or preparing for the upcoming semester, even if classes are not held.
1380 Librarians and Advisors who do not report to work these intersession days must submit a leave
1381 request form to the appropriate Dean/Director as they would any other day.

1382
1383 **4. Librarians' and Advisors' Work Hours and Responsibilities**

1384 Librarians and Advisors shall adhere to a minimum of a forty (40) hour work week Fall and
1385 Spring terms, thirty-six (36) hour work week Summer terms, scheduled as appropriate with the
1386 approval of their Dean/Director.

- 1387
- 1388 A. **Librarians.** Fall and Spring terms, Librarians shall work forty (40) on-campus hours per
1389 week on College activities. Summer terms, Librarians shall work thirty-six (36) on campus
1390 hours per week on College activities. An average of up to five (5) hours per week may be
1391 used for College service/professional development, as approved by the appropriate
1392 Administrator. Professional activities in which Librarians participate during the remaining
1393 hours will be determined during conferences with the appropriate Administrator and
1394 evaluated annually. Work schedules, goals, special projects, and events shall be developed
1395 by the Librarian in collaboration with and approved by the supervising Administrator to
1396 ensure that adequate coverage is provided to meet student needs.

1397
1398 Public Service Librarians are responsible for the following:

- 1399 i. Providing research services as outlined in the *Research and Instructional Services*
1400 *Manual* at designated service points by phone, email, chat, or in-person consultation.
1401 Maintaining awareness of College resources and provides referral services for
1402 students as needed.
- 1403 ii. Providing instructional services on campus, online, and at off-site locations as
1404 outlined in the *Research and Instructional Services Manual*; developing information
1405 literacy curriculum; creating instructional materials and programming. Cultivating
1406 personal knowledge and understanding of information literacy standards, pedagogical
1407 approaches, and assessment methods and applies that knowledge to one's teaching in
1408 all formats.
- 1409 iii. Engaging in faculty outreach; consulting with faculty to create subject or discipline-
1410 based instructional content for delivery in-person and/or online.
- 1411 iv. Serving as a liaison to internal or external departments or agencies as assigned;
1412 serving as department coordinator for services or initiatives as assigned.
- 1413 v. Maintaining the professional integrity of the library's instructional content and
1414 collections; participating in the library's collection development program in keeping
1415 with the department's *Collection Development Policy*.
- 1416 vi. Honoring cultural diversity by creating content and events in support of local, state,
1417 and national observances as provided for in the *Department of Learning Resources*
1418 *Policy for Observances and Events*.
- 1419 vii. Participating in outreach programs including library and College events; creating
1420 content for social media and online platforms as assigned; identifying new outreach
1421 possibilities and discussing new program ideas with the Dean of Learning Resources.
- 1422 viii. Participating in annual and on-going department review of policies, goals, data, and
1423 guiding documents; with the Dean of Learning Resources, developing meaningful
1424 systems of evaluating services, resources, and instruction; participating in College
1425 initiatives regarding student success and institutional effectiveness; maintaining,
1426 gathering, and reviewing relevant statistics and data gathered through department
1427 metrics and assessments.
- 1428 ix. In conjunction with library staff, cultivating a welcoming, scholarly atmosphere in the
1429 library for all students, faculty, staff, and visitors; explaining and enforcing
1430 department and College policies, rules, and regulations.
- 1431 x. Performing circulation and/or technical services duties as needed.
- 1432 xi. Maintaining the confidentiality of all library transactions, library records, and student
1433 records in keeping with College policy, the State of Florida, and federal legislation.
- 1434 xii. Keeping the Campus Librarian and/or Dean of Learning Resources informed of all
1435 issues concerning the library's facility and services.
- 1436 xiii. Assisting the Campus Librarian with training and supervision of part-time staff and
1437 adjunct Librarian(s) as assigned; coordinating with the Campus Librarian to assure
1438 that there is adequate staffing at all times. In the absence of the Campus Librarian,
1439 serving as the location supervisor on duty; serving as the proxy for campus time-sheet
1440 approval.
- 1441 xiv. Demonstrating a working knowledge of the College's emergency protocols and
1442 procedures; coordinating the lock-down or evacuation of library building patrons in
1443 the event of an emergency or drill.
- 1444

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

- 1447 i. Managing the daily operation of the campus library facility; coordinating the use of
- 1448 the library's spaces with the campus Director or other College departments; arranging
- 1449 library usage for district consortia training sessions and meetings if approved by the
- 1450 Dean of Learning Resources; submitting facility and/or IT work orders for location as
- 1451 needed.
- 1452 ii. Supervising the career service personnel, part-time personnel, and adjunct
- 1453 Librarian(s) at the campus library facility; performing annual evaluations of those
- 1454 career service staff and adjunct Librarians; devising work schedules for all library
- 1455 faculty and personnel at that location; ensuring all library personnel report to work as
- 1456 scheduled and recording schedule changes; approving leave requests for all library
- 1457 faculty and personnel at that location before forwarding to the Dean of Learning
- 1458 Resources; approving part-time personnel and adjunct timesheets monthly.
- 1459 iii. Hiring part-time personnel and/or adjunct Librarians as needed following College
- 1460 protocol; training new employees with assistance from library faculty and personnel;
- 1461 submitting rehire requests to Dean of Learning Resources as directed.
- 1462 iv. Submitting annual budget requests for furniture or equipment for the location to the
- 1463 Dean of Learning Resources as directed; demonstrating efficient use of funds for
- 1464 campus collection development.
- 1465 v. Resolving patron issues regarding library services while ensuring compliance with the
- 1466 terms established in department and College policy; referring issues outside of one's
- 1467 scope of control to the Dean of Learning Resources and/or the campus Director as
- 1468 appropriate.
- 1469 vi. Keeping the Dean of Learning Resources informed about all issues concerning the
- 1470 campus library's facility, use, and personnel.
- 1471

1472 **B. Senior Academic Advisors**

1473 Full-time Advisors shall work on campus a minimum of forty (40) hours per week

1474 Fall and Spring terms, thirty-six (36) hour work week Summer terms, on College activities.

1475 Professional development to maintain advising proficiency as well as enhance service to

1476 students is encouraged and supported throughout the year when departmental budgets allow.

- 1477 i. ~~The primary responsibility of Advisors is to engage in activities directly related to~~
- 1478 ~~enhancing student success through academic advising.~~
- 1479 ii. ~~Advisors provide professional academic advising for all students, which consists of~~
- 1480 ~~the education and communication of college policies and procedures, program~~
- 1481 ~~requirements, and program planning as the advisor assists students in:~~
- 1482 a. ~~Understanding the unique demands of the college learning environment and the~~
- 1483 ~~associated changes in daily living that may need to occur.~~
- 1484 b. ~~Setting academic and career goals.~~
- 1485 c. ~~Assuming responsibility for meeting academic requirements.~~
- 1486 d. ~~Understanding initial placement.~~
- 1487 e. ~~Understanding exempt or non-exempt status.~~
- 1488 f. ~~Identifying where to locate program requirements.~~
- 1489 g. ~~Articulating the purpose of the AA transfer degree and the AS/certificate~~
- 1490 ~~programs.~~
- 1491 h. ~~Articulating the difference between limited access and open access programs at~~
- 1492 ~~SJR State and elsewhere.~~
- 1493 i. ~~Articulating the difference between course prerequisites and transfer specific~~
- 1494 ~~courses.~~
- 1495 j. ~~Researching Baccalaureate degree requirements~~

- 1496 k. ~~Program planning for limited access programs including alternate plans.~~
- 1497 l. ~~Creating preliminary academic plans utilizing Degree Works, Florida Shines and~~
- 1498 ~~college and university websites.~~
- 1499 m. ~~Reading the class schedule, selecting, and registering for appropriate classes.~~
- 1500 n. ~~Identifying where to find admissions and registration policies and procedures.~~
- 1501 o. ~~Accessing academic support services such as: Academic Support Centers,~~
- 1502 ~~Academic Success Workshops, Virtual Skills Lab, and online tutoring resources.~~
- 1503 p. ~~Accessing financial aid and scholarship assistance.~~
- 1504 q. ~~Accessing disabled student services and self-identifying if applicable.~~
- 1505 r. ~~Accessing career assessment testing and goals planning resources.~~
- 1506 s. ~~Recognizing common academic terms.~~
- 1507 t. ~~Navigating the portal.~~
- 1508 u. ~~Applying for graduation.~~
- 1509

Additional Academic Advisor responsibilities include:

- 1511 i. ~~Providing leadership in the advising office and serving as a resource for~~
- 1512 ~~complicated or unusual student situations.~~
- 1513 ii. ~~Coordinating in conjunction with the Director of Advising the advising staff~~
- 1514 ~~schedules to ensure appropriate advisor coverage, advisor walk-in and~~
- 1515 ~~appointment availability, which is reflective of student's needs.~~
- 1516 iii. ~~Leading a small team of staff members as we review and enhance advising~~
- 1517 ~~services such as enhancing services for students with disabilities, integrating~~
- 1518 ~~career advising and exploration in to the advising curriculum, and working with~~
- 1519 ~~our special student populations.~~
- 1520 iv. ~~Forecasting and providing proactive solutions to potential issues or concerns.~~
- 1521 v. ~~Keeping appropriate records of individual student meetings, emails or~~
- 1522 ~~conversations.~~
- 1523 vi. ~~Providing 20+ credit hour academic planning and capturing student transfer~~
- 1524 ~~intent.~~
- 1525 vii. ~~Facilitating changes of program of study.~~
- 1526 viii. ~~Adding and/or removing of advisor holds.~~
- 1527 ix. ~~Providing liaison services with academic or college departments.~~
- 1528 x. ~~Verifying and certifying programs of study for Financial Aid and Veterans~~
- 1529 ~~Affairs.~~
- 1530 xi. ~~Facilitating appeals when appropriate.~~
- 1531 xii. ~~Leading individual or group advising sessions for incoming students.~~
- 1532 xiii. ~~Proactive outreach and follow up with identified student populations.~~
- 1533 xiv. ~~Reviewing and taking action on transient forms.~~
- 1534 xv. ~~Identifying and providing academic accommodations for students with~~
- 1535 ~~disabilities.~~
- 1536 xvi. ~~Coordinating referrals to appropriate on-campus or social service agencies based~~
- 1537 ~~on students' educational, vocational and personal needs.~~
- 1538 xvii. ~~Proactive outreach, intervention and monitoring of student cohorts.~~
- 1539 xviii. ~~Coordinating student success resources for students referred by faculty and~~
- 1540 ~~following up with students and faculty.~~
- 1541 xix. ~~Assisting in planning and coordinating graduation.~~
- 1542 xx. ~~Participating in professional development workshops and presentations, staff~~
- 1543 ~~meetings and other college functions as appropriate.~~

- 1544 ~~xxi. — Closely coordinating advising goals and outcomes with Academic Affairs, Florida~~
- 1545 ~~School of the Arts and Workforce Development.~~
- 1546 ~~xxii. — Traveling between campuses as necessary.~~
- 1547 ~~xxiii. — Representing the College and the advising office at appropriate community or~~
- 1548 ~~high school events.~~
- 1549 ~~xxiv. — Assisting in the administration of initial placement and disability testing.~~
- 1550 ~~xxv. — Performing other duties as may be assigned by the Vice President for Student~~
- 1551 ~~Affairs or the Director of Academic Advising.~~
- 1552 ~~xxvi. — Handling prospective student inquiries and responding to in-depth inquiries about~~
- 1553 ~~the College's program of study and promptly communicating responses that are~~
- 1554 ~~understandable by students, parents, and tri-county school districts' personnel.~~
- 1555
- 1556 i. Provide career counseling and academic advisement for students including:
- 1557 _____ determining initial course placement; developing plans for program completion and
- 1558 _____ course recommendations that correspond to degree plans; facilitating changes to
- 1559 _____ schedules through drop-add and registration adjustments; and coordinating disability
- 1560 _____ services.
- 1561 ii. Provide personality and interest inventory testing and interpretation.
- 1562 iii. Identify and provide necessary accommodations for students with disabilities.
- 1563 _____ Maintain disability data base and confidential case notes and documentation.
- 1564 iv. Conduct new student group comprehensive academic advising as teaching sessions.
- 1565 _____ Familiarize students with SJR State Catalog, Florida Shines, constructing
- 1566 _____ comprehensive academic plans, and registering for classes.
- 1567 v. Assist with the articulation methods and procedures for area high school students,
- 1568 _____ out-of-State students, and upper division transfer students.
- 1569 vi. Provide counseling services for all students who are in need of assistance in the
- 1570 _____ decision-making process involving education, vocational and personal choices;
- 1571 _____ coordinate appropriate referrals to community agencies as indicated and/or necessary.
- 1572 vii. Coordinate appropriate referrals to community social service agencies based on
- 1573 _____ educational, vocational, and personal needs.
- 1574 viii. Participate with Student of Concern protocol.
- 1575 ix. Monitor and advise students for the purpose of retention/persistence.
- 1576 x. Coordinate academic advising goals and functions with the SJR State offices of
- 1577 _____ Academic Affairs, Athletic Department, Florida School of the Arts, and Workforce
- 1578 _____ Development.
- 1579 xi. Participate in Commencement activities, convocations, professional development
- 1580 _____ institutes, staff training and development meetings, and college functions.
- 1581 xii. Assist the Director in planning and execution of special events.
- 1582 xiii. Facilitate initial voter registration, renewal and update services for disabled students.
- 1583

1584 **5. College Service: Librarians and Advisors**

1585 It is the expectation of the College that Librarians and Advisors shall:

- 1586
- 1587 A. Provide service to the department/division and College as an active participant in the
- 1588 academic planning process, which includes but is not limited to, curriculum development and
- 1589 revision; program review and assessment; establishment of program accreditation; and other
- 1590 activities that support student success and academic progression.
- 1591

- 1592 B. Participate with other Faculty colleagues in their respective academic support areas in order
 1593 to develop, revise and implement programs or services as needed.
 1594
- 1595 C. Be prompt and regular in attendance at department meetings, Convocation, College-wide
 1596 meetings, and committee work (e.g., standing committees, councils, ad hoc committees, and
 1597 department meetings). Participate in College committees and/or councils, ~~community~~
 1598 ~~groups, statewide curriculum committees, and professional organizations. The President, in~~
 1599 ~~his sole discretion, may create and abolish committees whenever he deems it advisable. The~~
 1600 ~~composition of any such committee shall be at the sole discretion of the President.~~
 1601
- 1602 D. Attend the College’s Fall and Spring commencement ceremonies and
 1603 departmental/programmatic graduation and/or pinning ceremonies, as appropriate.
 1604
- 1605 E. Encourage to participate in student-focused activities and initiatives including, but not
 1606 limited to, student activities, serving as a club sponsor, and other College initiatives.
 1607
- 1608 F. Participate in College-wide programs or initiatives designed collaboratively by the Faculty,
 1609 administration, and staff of the College for the purposes of identifying, assisting, and
 1610 encouraging at-risk students to attain their educational goals, including, but not limited to,
 1611 early alerts, progress report campaigns, and early assessments.
 1612
- 1613 G. Be prepared to shift all communication with students, advising, and library instruction online
 1614 in the case of a disaster or other emergency.
 1615
- 1616 H. Periodically establish goals and provide self-assessments to the appropriate Dean/Director as
 1617 part of their periodic evaluation process.
 1618
- 1619 ~~I. Perform any other duties required to fulfill their instructional, contractual and/or~~
 1620 ~~programmatic obligations as delineated elsewhere in this Agreement and assist the College~~
 1621 ~~with programmatic, local, state and federal compliance.~~
 1622
- 1623 J. Participate in the establishment, measurement and analysis of outcomes that support student
 1624 success for the purpose of improving the delivery of academic and/or student support
 1625 services.
 1626

1627 6. **Professional Development: Librarians and Advisors**

1628 Librarians and Advisors are expected to remain current in their respective fields to include
 1629 teaching and learning, and they are expected to participate in ongoing professional development
 1630 on campus and in other venues. College funding for professional development may be available
 1631 but is not guaranteed. The general guidelines for professional development for Librarians and
 1632 Advisors are as follows:
 1633

- 1634 A. Librarians and Advisors ~~will~~ are encouraged to identify professional development/training
 1635 needs at the start of each academic year. Since it may not always be possible to identify
 1636 needs at one particular time of the year, Librarians and Advisors are encouraged to notify
 1637 their Dean/Director as soon as they become aware of professional development/training
 1638 opportunities to consider.

- 1639 i. The common deadline for submitting professional development requests shall be
1640 established by the Vice President for Academic Affairs and Vice President for
1641 Student Affairs each academic year.
- 1642 ii. All travel requests must be submitted for approval at least eight (8) weeks prior
1643 to the event when possible. Completed travel paperwork with appropriate
1644 documentation shall be submitted immediately after travel.
1645
- 1646 B. Funds for professional development may be used to promote focused initiatives and help
1647 meet the strategic goals and objectives of the Department and the College. These funds
1648 cannot be used for purposes other than expenses associated with professional
1649 development activities.
1650
- 1651 C. Librarians and Advisors may apply for funds for professional development through their
1652 Dean/Director. Pre-approval for any professional development activity is required by the
1653 Librarian's or Advisor's Dean/Director and Vice President if appropriate. All travel
1654 plans associated with professional development and training opportunities are to be
1655 discussed with the Librarian's or Advisor's Dean/Director prior to submission of any
1656 paperwork.
1657
- 1658 D. The Vice President for Academic Affairs or Vice President for Student Affairs must
1659 approve all professional development involving out-of-state travel prior to registration
1660 for the activity or incurring any travel-related expenses.
1661
- 1662 E. The availability and quantity of funds for professional development may vary due to
1663 limitations in the College budget. Consequently, Librarians and Advisors are advised
1664 that requests for activities may be partially funded, ~~limited to one (1) activity per year, or~~
1665 ~~possibly denied~~. Professional development opportunities at the Division level will be
1666 funded for events that have direct and measurable impact on campus goals/initiatives,
1667 strategic objectives, and/or student success and completion. Additional cost beyond that
1668 which is approved is the responsibility of the requester.
1669
- 1670 F. Librarians and Advisors are encouraged to take advantage of professional development
1671 opportunities provided by the College through the Department of Distance Learning, the
1672 Department of Learning Resources, the Department of Human Resources, and their own
1673 academic department. High quality webinars and other presentations are often available
1674 at no cost to Faculty or the College.
1675
- 1676 7. **Extra Teaching Assignments**
- 1677 A. Librarians and Advisors are eligible to teach outside of their contractual work hours if they
1678 are qualified for the teaching assignment, selected for employment by the appropriate
1679 department, and provided that the teaching assignment does not interfere with the Librarian's
1680 or Advisor's regular duties. Librarians and Advisors selected for extra teaching
1681 assignments will be compensated according to Article 21 Wages of this Agreement.
1682
- 1683 B. Extra teaching assignments during the Fall, Spring, and Summer terms are not guaranteed
1684 to Librarians and Advisors and shall be granted at the discretion of the College. Extra
1685 teaching assignments are based upon need. There is no guarantee of extra teaching
1686 assignments during any term, including the Summer term.
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ARTICLE 13

COURSE OUTLINES AND SYLLABI TEMPLATES

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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 pre-requisites or co-requisites
 - iv. Whether the course satisfies general education; if so, state the area.
 - v. The program mission statement
 - vi. The program outcomes which align with the course
 - vii. The course/student learning outcomes
 - viii. The course content
 - ix. 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. Course support materials
 - xi. Criteria for student evaluation
 - a. Any departmental policies or guidelines (e.g., weight of exams, quizzes)
 - xii. Course assessment methods (methods to assess student learning outcomes, if applicable)
 - xiii. Name of Faculty member(s) who last reviewed the course outline and the revision date
 - xiv. Name of administrator(s) who last reviewed the course outline and the revision date

- 1737 2. **Syllabi Templates**
- 1738 A. Each SJR State department/division has a Syllabus Template that is distributed to Faculty by
- 1739 the Dean/Director of that area. The following items are common to all SJR State
- 1740 departments/divisions and shall be included on all course syllabi:
- 1741 i. Instructor's name, office phone number, email address, office location, and office
- 1742 hours
- 1743 ii. Class meeting day(s), time(s), and location(s)
- 1744 iii. SJR State Catalog Description of course and number of credit/contact hours
- 1745 iv. Student Learning Outcomes
- 1746 v. Academic Integrity Statement
- 1747 vi. Disability Statement
- 1748 ~~vii. Non-discrimination statement~~
- 1749 viii. Attendance Policy
- 1750 ix. Grading Policy and Procedures
- 1751 a) Including all components of the final grade and how much each component is
- 1752 worth so the student can determine how the final grade will be calculated
- 1753 b) Grading scale
- 1754 c) Weight of final exam
- 1755 ~~d) Timeline for grading assessments~~
- 1756 x. Course Calendar
- 1757 a) First day of class
- 1758 b) Class meeting dates
- 1759 c) Last day of class
- 1760 d) College holidays
- 1761 e) Topics/reading to be covered ~~each class meeting~~
- 1762 f) Assessment (tests, major assignments, etc.) dates and topics
- 1763 g) Last day to officially withdraw
- 1764 h) Final Exam date and time
- 1765
- 1766 B. Additional items specific to the department/division may be included on the Syllabus
- 1767 Template for that area. Faculty shall utilize the Syllabus Template format distributed by their
- 1768 Dean/Director and include all ~~information from their template on their course syllabi~~ required
- 1769 components listed above.
- 1770
- 1771 C. By the end of the first class meeting ~~day of a semester or session~~, all Faculty members shall
- 1772 develop and distribute to students and post in the College's Learning Management System a
- 1773 course syllabus utilizing their Department's Syllabus Template for each class they are
- 1774 teaching.
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ARTICLE 14

DISTANCE LEARNING

1780 Distance learning facilitates access to education and provides a path to completion of academic and
1781 career objectives for college students and community members. Recognizing this, Faculty shall be
1782 expected to participate in teaching in alternate formats and master the skill of successfully teaching
1783 online. The College seeks to provide: (a) the community with programs which increase access to
1784 educational services; (b) students with intellectually stimulating courses which have a standard
1785 commensurate with those taught via successfully established delivery modalities; and (c) Faculty
1786 with opportunities to develop programs/courses and delivery systems. Last, the College and Faculty
1787 agree to work jointly to protect the integrity of the College's programs and course offerings.
1788 Faculty may require students to take at least one on-campus proctored exam.
1789

1790 1. **Distance Learning**

1791 Distance learning is a teaching modality whereby all or the majority of instruction and student
1792 interaction occurs via electronic media or equivalent mechanisms with the Faculty and students
1793 physically separated from each other. This includes courses that are fully online as well as
1794 hybrid, flipped, computer-based courses, and other alternate delivery methods.
1795

1796 2. **Distance Learning Course Offerings**

1797 The College shall determine which courses will be developed and offered via distance learning
1798 and reserves the right to schedule online and/or any alternate delivery courses to best serve
1799 student needs. The College may enter any course housed on the Learning Management System at
1800 any time to assess instructional quality.
1801

1802 3. **Course Development**

1803 A. Course development is recognized as:

- 1804 i. creating a new online course;
1805 ii. converting an existing online course to the appropriate SJR State online or Quality
1806 Matters format; or
1807 iii. significant redesign of an existing online course.
1808

1809 B. The Dean/Director will initiate the process for online course development. Online offerings
1810 are based on student need and are offered at the sole discretion of the College.
1811

1812 C. Textbooks should be the same for online courses as face-to-face. Textbook decisions for
1813 online courses follow the same procedures outlined in ~~Article 16~~ Article 15 of this
1814 Agreement.
1815

1816 ~~D. An online course is the property of the College and as such will be held in repository for~~
1817 ~~other qualified Faculty to utilize.~~
1818

1819 E. With the faculty member's permission, the College ~~reserves the right to~~ may enter or monitor
1820 Faculty course shells ~~and/or third party or publisher sites used~~ for instructional purposes.
1821

1822 4. **Class Size**

1823 ~~Determination of class size for distance learning classes is at the discretion of the College.~~

1824 Class size shall be determined by the appropriate Dean, Director, or Vice President. Minimum
1825 and maximum class sizes may vary by discipline, campus/site, and modality but shall not exceed
1826 thirty (30) students, science classes and laboratories shall not exceed twenty four (24) students,
1827 and shall not exceed state standards for Gordon Rule courses.
1828

1829 5. **Distance Learning Teaching Assignments**

1830 Assignments to teach a distance-learning course shall be based on need. Assignments will be
1831 initiated by the Dean/Director only after verification of the Faculty member's online training.
1832 ~~Success and course retention rates in current online courses shall be reviewed prior to assigning~~
1833 ~~Faculty members future online courses.~~

1834
1835 A. The Faculty member who developed the original course shall be given primary consideration
1836 to develop and teach the online course contingent upon satisfactory evaluation by the
1837 Dean/Director. However, the College has the right to seek other qualified Faculty members
1838 to develop and teach the course(s).
1839

1840 B. All courses must meet minimum quality standards as determined by the College.
1841

1842 ~~C. The College has the right to use and/or modify the online learning materials developed by a~~
1843 ~~Faculty member for instructional, educational, or administrative purposes.~~
1844

1845 D. Prior to the development of an online course, the College and the participating Faculty
1846 member(s) shall agree on the extent and type of technical support needed and all required
1847 professional development that must be successfully completed.
1848

1849 ~~E. Continued online teaching assignments are contingent upon but not limited to student~~
1850 ~~completion rates, success rates, and student course evaluation information.~~
1851

1852 6. **Distance Learning Training for Faculty**

1853 Due to the speed of technological change in our society, the College and the Faculty should
1854 expect to engage in ongoing discussions and training regarding online learning issues. Faculty
1855 agree to maintain currency in teaching and learning pedagogy and technologies that facilitate
1856 student engagement and success in an online environment.
1857

1858 The College has established the following Distance Learning Training for Faculty:

1859 A. *Initial SJR State Distance Learning Course Training*: Faculty shall complete the College's
1860 Distance Learning Academy (DLA) in order to be eligible to teach distance education
1861 courses. St. Johns River State College Online Course Evaluation Checklist (Appendix E)
1862 establishes the minimum expectations that must be completed prior to teaching an online
1863 course (Essential items with three stars). Faculty cannot concurrently teach distance
1864 education courses and participate in the Distance Learning Academy. Limited exceptions to
1865 concurrent enrollment requires approval from the appropriate Vice President.
1866

1867 B. *Ongoing SJR State Distance Learning Course Training*: Faculty shall complete ongoing
1868 training as deemed necessary by their Dean/Director/other administration to maintain both
1869 the technological competence and knowledge of instructional strategies required to teach
1870 online.
1871

1872 7. **Faculty Responsibilities**

- 1873 A. Each section of every course at the College, regardless of course delivery method, will have
 1874 an online course shell created in the Learning Management System for Faculty use. All
 1875 Faculty are expected to utilize the course shell to facilitate timely feedback and
 1876 communication with students in online, hybrid, and on-campus classes.
 1877
- 1878 B. All distance-learning courses are expected to be loaded and published by the Faculty by 8:00
 1879 a.m. on the first day of the semester.
 1880
- 1881 C. Faculty are required to check ~~and respond to~~ the Learning Management System course
 1882 messages daily Monday through Friday during Fall and Spring terms and Monday through
 1883 Thursday during the Summer terms and at least once over the weekend if major assignments
 1884 are due that weekend and are encouraged to respond within 48 hours during the work week.
 1885
- 1886 ~~D. Publisher and/or third-party content should not constitute the entire content of the course and~~
 1887 ~~should be integrated into the course or used as supplemental material.~~
 1888
- 1889 E. Grades or grade summary from all third-party or publisher course material sites must be
 1890 transferred and recorded in the Learning Management System.
 1891
- 1892 ~~F. Faculty are required to give access to publisher content to eLearning staff for troubleshooting~~
 1893 ~~purposes.~~
 1894
- 1895 G. Faculty teaching all or portions of their base load online are to make efforts to meet students
 1896 outside of the Monday-Friday 8am-5pm timeframe, virtually or otherwise, for office hours.
 1897 Faculty are to meet with students in the venue best suited to meet student needs. To
 1898 facilitate this, ~~one (1)~~ two (2) office hours of the ten (10) may be scheduled off campus
 1899 virtually, ~~if outside of the Monday-Friday 8am-5pm timeframe.~~
 1900
- 1901 H. Online office hours must be posted and accessible by students using methods in accordance
 1902 with Article 12 Work Responsibilities of this Agreement.
 1903
- 1904 I. Regardless of course delivery method, Faculty are responsible for fulfilling the expectations
 1905 for Instructional Faculty as described in Article 12 Work Responsibilities.
 1906

1907 **8. Evaluation of Online Courses**

- 1908 A. As a result of Florida's Statewide Online Course Quality Initiative, starting in 2019, the
 1909 Florida College System's and the State University System's online courses have been tagged
 1910 with a Quality designation. Statewide, Florida Online Course Design Quality Reviews can
 1911 result in a "Not Rated," "Quality," or "High-Quality" designation in the Florida Shines
 1912 Course Catalog.
 1913
- 1914 B. The St. Johns River State College Online Course Evaluation Checklist is the tool that
 1915 establishes both the minimum expectations that must be completed prior to teaching an
 1916 online course and the criteria for receiving "Quality" and "High-Quality" course designation.
 1917 Essential items with three stars must be included in the online class for successful completion
 1918 of the Distance Learning Academy; however, inclusion of only "Essential" items will not
 1919 result in a "Quality" or "High-Quality" designation.
 1920

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- C. After completion of the Distance Learning Academy, Faculty shall continue work towards achieving “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.

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ARTICLE 15

TEXTBOOK SELECTION

~~The selection of textbooks and supplementary materials to be used are the responsibility of the full-time Faculty member and shall be determined per College guidelines. Full-time faculty are responsible for selecting the textbooks and supplementary instructional materials for their respective departments.~~ 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 State 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 affordable instructional materials, seeking the most economical options, and utilizing all required texts. In addition, Faculty shall use considerations when selecting texts as prescribed in Florida Statute 1004.85 and SBE Rule 6A-14092, related to textbook affordability such as: When selecting textbooks and supplemental instructional materials, faculty shall take into consideration the following:

- 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 supplemental 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.~~

1994 When a required textbook moves to a new edition, full-time faculty within each department
1995 shall conduct a formal textbook review. A textbook review gives the faculty the opportunity
1996 to suggest different textbooks in addition to the new edition of the required textbook
1997 presently being used in the course. A designated textbook coordinator in each department
1998 shall communicate to full-time faculty when a textbook is moving to a new edition and a
1999 formal review is required.

2000
2001 C. ~~Textbook selections~~ The final decision to adopt a textbook shall be made by majority vote of
2002 eligible department Faculty participating in the textbook selection process. All full-time
2003 Faculty qualified to teach the course and scheduled to teach the course during the following
2004 academic year shall be included in the voting in each department. The Dean/Director will be
2005 provided the opportunity to have input regarding the textbooks being considered.

2006
2007 D. ~~Textbooks must be selected and approved~~ The required forms must be completed by the
2008 textbook coordinator and submitted to the Dean/Director by April 1 for the following
2009 academic year. Under special circumstances approved by the appropriate Dean/Director and
2010 Vice President, a textbook may be selected and approved by October 1 for Spring and by
2011 February 1 for Summer, following the procedure stated above.

2012
2013 E. When textbook/instructional materials are bundled, faculty are expected to use all
2014 components of such bundle.

2015
2016 ~~F. All textbook adoptions must be reviewed every three (3) full academic years by using the~~
2017 ~~designated form as determined by the College.~~

2018
2019 G. Approved textbook adoptions shall remain in effect for three (3) full academic years, if
2020 supported by the textbook publisher. Only in exceptional cases will permission to discontinue
2021 a text be granted at an earlier date. Such permission must be granted by the appropriate Vice
2022 President upon recommendation of the Dean/Director.

2023
2024 H. Due to statutory requirements related to the web posting of required textbooks and
2025 instructional materials for courses. Faculty may not add required textbooks after the Web
2026 posting, except as provided by statute.

2027
2028 I. All textbook selections and posting timelines shall comply with applicable state statutes., ~~and~~
2029 ~~are subject to administrative review and Vice President for Academic Affairs or Vice~~
2030 ~~President for Workforce Development/CTE approval at any point during the selection~~
2031 ~~process.~~

2032
2033 J. Faculty must use all adopted textbooks and supplemental instructional materials required for
2034 students to purchase. Usage of required text shall be monitored each semester by the
2035 appropriate Dean/Director.

2036
2037 2. **Prohibited and Allowed Conduct (F.S. 1004.085)**

2038 A. Faculty may not demand or receive any payment, loan, subscription, advance, deposit of
2039 money, service, or anything of value, present or promised, in exchange for requiring students
2040 to purchase a specific textbook for coursework or instruction.

2041
2042 B. Faculty may receive:

- 2043
2044
2045
2046
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2049
2050
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2052
2053
- 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.

UFF COUNTER #2

2054
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2056

ARTICLE 16

FACULTY VACANCIES AND TRANSFERS

2057 1. The College reserves the right to require Faculty at any time to teach in other disciplines for
2058 which they are qualified and/or at other or additional campuses/sites based upon
2059 institutional need.
2060

2061 ~~2. The College reserves the right to transfer Faculty at any time to other teaching positions~~
2062 ~~(between disciplines, credit/clock hour, campuses/sites, etc.) based on institutional need. The~~
2063 ~~College will notify impacted Faculty and respective Dean(s)/Director(s) a minimum of thirty~~
2064 ~~(30) days prior to transfer.~~
2065

2066 If the administration determines that it is necessary to transfer a faculty member to a new
2067 campus or center, the administration will first request qualified volunteers. If no qualified
2068 faculty members volunteer, the position shall be posted externally. No faculty member shall
2069 be subject to an involuntary transfer.
2070

2071 3. Faculty may only make a request for transfer to available positions. Once position openings
2072 are finalized, the appropriate Vice President will post full-time Faculty openings for
2073 review. Faculty desiring to transfer to another division must notify their current
2074 Dean/Director and Vice President and apply for the position online in the College's online
2075 application system within ~~three (3)~~ seven (7) calendar days from the posting in order to
2076 request preference for transfer. Thereafter, the Faculty member must apply using the
2077 normal application process for any available positions for which they are qualified.
2078

2079 A. Faculty may request a transfer to another academic division if they are qualified and meet
2080 the following criteria:

2081 i. Have been employed at the College for five (5) years and have achieved
2082 continuing contract status.

2083 ~~ii. Have satisfactory performance including student success, retention, and~~
2084 ~~completion rates.~~

2085 iii. Have satisfactory performance teaching in the discipline they are requesting to
2086 transfer.

2087 iv. Have received approval from the current Dean/Director.
2088

2089 B. The Faculty member ~~will~~ may be vetted by the Faculty Hiring Committee (which
2090 includes review of past evaluations by the Dean/Director, and other relevant information)
2091 and may include an interview and teaching demonstration by the incoming department. A
2092 final recommendation will be made by the Faculty Hiring Committee to the appropriate
2093 vice president who will consider all information prior to making a final decision.
2094

2095 4. Faculty may also request an extra teaching assignment in another discipline for which they
2096 are academically qualified and officially credentialed or at another campus/site for which
2097 there is need. Any such request must be made to the Deans/Directors of both the home
2098 department and the secondary department during the schedule drafting process. Faculty
2099 must have satisfactory performance in their current teaching assignment, ~~as well as~~
2100 ~~acceptable student success, retention, and completion rates.~~ The Dean/Director will make
2101 the decision and placement of the Faculty member based on student and division needs.
2102 All assignments are subject to approval of the appropriate Vice President(s).

UFF COUNTER #2

2104 **ARTICLE 17**

2105

2106 **THE TEACHING AND SERVICE ENVIRONMENT**

2107

2108 1. **Office Assignments**

2109 The College shall provide one lockable office space to every full-time Faculty member,
2110 ~~subject to facilities management needs and appropriate funding.~~ Each Faculty office shall
2111 have a computer with Internet access, a desk, a file cabinet/file drawer, a bookcase, a desk
2112 chair, and a student chair. Offices shall be located near the Faculty member's classes
2113 whenever possible. Faculty members will have access to their offices and bathroom facilities
2114 during normal operating hours on days of normal campus operations, subject to planned and
2115 responsive facility projects. If office or bathroom facility access is needed after normal
2116 operating hours, the Faculty member will be granted access within a reasonable time by
2117 contacting the appropriate campus security office and upon verification of Faculty
2118 identification.

2119

2120 A. The Administration shall provide at least one telephone for each full-time Faculty
2121 member's office. The use of telephones by the Faculty member shall be in accordance
2122 with administrative rules and procedures.

2123

2124 B. Each Faculty member will be provided a mailbox at his/her assigned campus and will
2125 have access to his/her mail through mail service personnel and/or a keyed box during
2126 reasonable operating hours of the College.

2127

2128 C. The College will provide a College email account and access to each Faculty member. At
2129 a minimum, email access shall be provided in the Faculty member's office and via the
2130 Internet and Canvas (or appropriate learning management system) from off campus.

2131

2132 2. **Campus Assignment**

2133 The location of the Faculty member's assigned office will be designated as the Faculty
2134 member's home campus. Faculty who teach on more than one campus may work from the
2135 adjunct offices, library, academic support centers, or available classrooms when teaching on
2136 campuses other than their home campus. Faculty will not be assigned to more than one
2137 campus on the same workday as part of the base teaching load. ~~Exceptions may be necessary~~
2138 ~~according to program needs.~~ Faculty will ~~not~~ be paid mileage for travel to other campuses
2139 when the teaching is not part of the base teaching load.

2140

2141 3. **Assault, Battery, Threats, and Safety**

2142 The College and the Union join in deploring any form of conduct within the College
2143 environment that involves a danger or threat of bodily harm to any person, and express their
2144 willingness and mutual desire during the term of this Agreement to seek and implement ways
2145 and means of preventing or addressing such conduct. Any work-connected instance of assault
2146 (physical or verbal), battery, or threat of bodily harm upon a Faculty member shall be
2147 reported to the College Safety and Security Department immediately. Student violations of
2148 the Student Code of Conduct, including classroom disruptions, will be investigated and acted
2149 upon in accordance with Student Code of Conduct.

- 2153 4. **Class Disruption**
2154 A Faculty member may dismiss a student from a particular meeting of a particular class if the
2155 student is so disrupting the class as to make it impossible for the Faculty member to serve the
2156 remaining members of the class effectively. The Faculty member shall, as soon as practicable
2157 following the end of the class meeting in which the action was taken, report the matter to
2158 their immediate supervisor and Security if appropriate. The Faculty member shall also report
2159 the matter to the Office of the Vice President for Student Affairs/Assistant General Counsel,
2160 who shall act upon the complaint and report the result of the investigation to the Faculty
2161 member as soon as possible. Student violations of the Student Code of Conduct, including
2162 classroom disruptions, will be investigated and acted upon in accordance with Student Code
2163 of Conduct.
2164
- 2165 5. **Service Area Disruption**
2166 A Librarian or an Advisor may remove a student from a service area if the student is so
2167 disrupting as to make it impossible for the Librarian or Advisor to provide services to others
2168 effectively. The Librarian or Advisor shall, as soon as practicable following the moment in
2169 which the action was taken, report the matter to their immediate supervisor and Security if
2170 appropriate. The Librarian or Advisor shall also report the matter to the Office of the Vice
2171 President for Student Affairs/Assistant General Counsel, who shall act upon the complaint
2172 and report the result of the investigation to the Librarian or Advisor member as soon as
2173 possible. Student violations of the Student Code of Conduct or The Department of Learning
2174 Resources Code of Patron Behavior will be investigated and acted upon in accordance with
2175 Student Code of Conduct.
2176
2177

2178 **ARTICLE 18**

2179

2180 **CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT**

2181

2182 Faculty members shall ensure that outside and self-employment will not affect the member’s scheduled
2183 assignments or scheduled responsibilities at the St. Johns River State College and that they fully comply
2184 with the laws of the State of Florida. ~~Faculty shall not engage in any activity, business or otherwise,~~
2185 ~~that conflicts with the proper discharge of his or her duties on behalf of the College.~~

2186

2187 **1. Family Members as Students**

2188 In order to protect both Faculty members and students from real or apparent conflicts of interest, the
2189 College will not enroll students will avoid enrolling in classes taught by their spouse, domestic
2190 partner, parent, or immediate family member. However, in small departments or specialized
2191 programs or courses, this avoidance may not always be possible. In any case, in which a Faculty
2192 member plans to teach a class in which a related person is enrolled, the Faculty member shall
2193 disclose the matter to the seek approval from the Vice President for Academic Affairs or Vice
2194 President for Workforce Development/CTE prior to the class start date.

2195

2196 A. Should the Vice President agree that alternatives have been exhausted and an exception is
2197 warranted, another member of the department shall be asked to oversee evaluation of the
2198 student. The purpose of this oversight is to protect both the Faculty member and student from
2199 the appearance of bias and to maintain the integrity of the academic experience. Such
2200 oversight shall include reviewing the work of the student being evaluated and comparable
2201 work by one or more other students in the class.

2202

2203 B. Faculty members shall not be assigned ~~are not~~ to serve as the main academic adviser to a
2204 student who is a spouse, domestic partner, parent, or other related person. Likewise, Faculty
2205 members are not to work one-on-one with related students (for example, in situations such as
2206 an honors thesis, independent study, practicum, mentoring, or an internship). In any case, in
2207 which a Faculty member plans to serve in any capacity with a related person, the Faculty
2208 member shall disclose the matter to the seek approval from the Vice President for Academic
2209 Affairs or Vice President for Workforce Development/CTE prior to the class start date ~~Any~~
2210 ~~exceptions to this policy must similarly be requested of the Vice President for Academic~~
2211 ~~Affairs or Vice President for Workforce Development/CTE in advance.~~

2212

2213 **2. Nepotism**

2214 Relatives or members of the same household may be employed at the College on a full-time
2215 basis, ~~but they must be employed in different departments.~~ Also, the College shall not permit a
2216 full-time employee to work in a direct supervisory– subordinate relationship with a relative or
2217 member of the same household. Adjunct instructors and other part-time employees who are not
2218 evaluated or directly supervised by a relative or household member are exempt from this
2219 procedure.

2220

2221 A. Employees of the College may not supervise; nor recommend the appointment, employment,
2222 promotion, or advancement of any family member, relative, or member of the same
2223 household in or to a position at the College over which the employee exercises control.

2224

2225 B. A relative is defined as a spouse, parent, child, brother, sister, aunt, uncle, first cousin,
2226 nephew, niece, or grandparent; and including any step, half or in-law relative.

- 2227
2228 C. ~~This procedure also encompasses people living together in the same household.~~
2229
2230 D. Should a supervisor marry a person under his/her direct or indirect supervision, the Human
2231 Resources department should be notified at least thirty (30) days in advance so that a transfer
2232 of one or both employees can be arranged.
2233
2234 E. An employment circumstance that is already in existence as of the first revision date of this
2235 procedure may continue as an exception to this procedure.
2236
2237 F. The President, in writing, must approve any exceptions to this procedure. Such approval will
2238 be recorded and retained in the Human Resources Department.
2239
- 2240 3. **Outside Employment**
2241 ~~In accordance with SJR State Procedure #3.6, Faculty may engage in outside employment or~~
2242 ~~self-employment as long as it does not:~~
2243
2244 A. ~~Result in any conflict of interest between the outside employment activity and~~
2245 ~~the College;~~
2246
2247 B. Inhibit the Faculty member's performance of duties and responsibilities at the
2248 College;
2249
2250 C. ~~Interfere with the College's core hours of operation, Monday through Friday,~~
2251 ~~8:00 a.m. to 5:00 p.m.; and,~~
2252
2253 D. Interfere with scheduled courses or department meetings.
2254
2255 ~~Requests for outside employment must be submitted to the Dean/Director prior to employment.~~
2256

2257
2258 **ARTICLE 19**
2259

2260 **EVALUATION OF BARGAINING UNIT MEMBERS**
2261

2262 1. **Purpose of Evaluation**

2263 The assessment and evaluation of bargaining unit employees will be conducted utilizing a variety
2264 of criteria relating to professional competence and commitment of the Faculty member to the
2265 College. The purposes of evaluation are to:

2266
2267 A. Promote the highest quality instruction (teaching and learning);

2268
2269 B. Encourage the highest quality performance by Faculty;

2270
2271 C. Encourage professional growth and development of Faculty;

2272
2273 D. Review the effectiveness of instruction and service to students and use the results to
2274 continuously improve instruction and service to students;

2275
2276 E. Evaluate Faculty job performance;

2277
2278 F. Promote communication and provide feedback about job performance; and,

2279
2280 G. Establish performance goals and expectations.
2281

2282 2. **Faculty, Librarians, and Senior Academic Advisors on Annual Contract**

2283 Faculty on annual contract will be formally evaluated by the immediate Dean/Director or other
2284 administrator each year prior to recommendation for annual contract renewal. Annual contract
2285 Faculty shall be made aware of the time and day during which such evaluations will occur.
2286

2287 3. **Faculty, Librarians, and Senior Academic Advisors on Continuing Contract**

2288 Individuals on Continuing Contract shall have a tri-annual performance evaluation. Every three
2289 (3) years as part of the performance evaluation process, they shall submit a post-award self
2290 assessment that shall be reviewed by the supervising Dean/Director and be discussed with the
2291 individual as part of the classroom observation process. The purpose of the post-award self
2292 assessment is to demonstrate continued achievement of the standards set for the initial award of
2293 Continuing Contract and to demonstrate continual growth and development in the Faculty
2294 member's discipline area. These periodic reviews of Continuing Contract Faculty shall use the
2295 same criteria established for the initial award of Continuing Contract as explained in Board Rule,
2296 ~~—SJR State 5-03~~ Article 11.
2297

2298 4. **Faculty, Librarians, and Senior Academic Advisors Evaluation Processes**

2299 A. The instructional Faculty Evaluation shall include the Faculty member's: self-evaluation,
2300 classroom observation(s); and, Dean/Director's evaluation/narrative which will include, at a
2301 minimum, grade distributions, student course rates, and student evaluations of instruction.

- 2302 i. Self-evaluations will be a substantive element of the review process. Faculty are
2303 asked to evaluate their professional performance using the criteria set forth in Article
2304 11. (Academic Affairs Full-Time Faculty Self-Evaluation Form – Appendix F;

- 2305 Workforce Faculty Self-Evaluation Form – Appendix G; Adult Education Full-Time
2306 Faculty Self-Evaluation Form – Appendix H)
- 2307 ii. A formal evaluation is required each year for annual contract instructional Faculty,
2308 while tri-annual evaluation is required for instructional Faculty on Continuing
2309 Contract. Classroom, laboratory, clinical and/or online observations by the
2310 Dean/Director and/or other administration shall be part of the evaluation process.
2311 These observations shall occur when the Faculty member is performing regular duties
2312 and shall be a minimum of thirty (30) minutes. The Dean/Director shall work with the
2313 faculty member to set the time and date of the observation associated with the
2314 evaluation process and will provide the Faculty member with at least one week’s
2315 notice. Observations may also be made at other times of the academic year and
2316 outside of the evaluation process when determined necessary by the Dean/Director
2317 and/or other administrator. (Academic Affairs Instructor Evaluation Form - Appendix
2318 I; Workforce Development Faculty Evaluation – Appendix J; Workforce
2319 Development Faculty Evaluation and Assessment Classroom/Lab Instruction –
2320 Appendix K; Academic Affairs Adult Education Teacher Evaluation Form –
2321 Appendix L; Workforce Instructors Evaluation for Collateral Duties – Appendix M)
- 2322 iii. ~~When an observation is requested by the Faculty member, the Faculty member and~~
2323 ~~Dean/Director shall determine a mutually agreed upon date. In every case, r~~ Results
2324 of the observation shall be written in the evaluation and provided to the Faculty
2325 member.
- 2326 iv. Each instructional Faculty member shall be evaluated each primary semester by
2327 his/her students, and the results will be discussed with the Faculty member by the
2328 Faculty member’s Dean/Director. The summary of these results will be distributed to
2329 the Faculty member in a timely manner.
- 2330 v. The Dean/Director/other administrator shall evaluate each Faculty member per the
2331 guidelines, quantitative measures, and factors stated in Article 11. The Dean/Director
2332 shall provide a summative for each Faculty member evaluated based on these criteria.
2333 The Dean/Director/other administrator shall also provide an overall evaluation of
2334 “satisfactory” or “needs improvement.”
2335
- 2336 B. The Librarian Evaluation shall include: (a) self-evaluation; (b) observation of classroom
2337 instruction(s); (c) student feedback; and, (d) Dean/Director’s evaluation and narrative.
- 2338 i. Self-evaluations will be a substantive element of the review process. Faculty are
2339 asked to evaluate their professional performance using the criteria set forth in Article
2340 11. (Librarian Self-Evaluation Form – Appendix N)
- 2341 ii. A formal evaluation is required each year for annual contract Librarians, while tri-
2342 annual evaluation is required for Librarians on Continuing Contract. Observation of
2343 classroom instruction by the Dean/Director and/or other administration shall be part
2344 of the evaluation process. These observations shall occur when the Faculty member is
2345 performing regular duties and shall be a minimum of thirty (30) minutes. The
2346 Dean/Director shall work with the faculty member to set the time and date of the
2347 classroom observation associated with the evaluation process and will provide the
2348 Faculty member with at least one week’s notice. Observation of instruction may also
2349 be made at other times of the academic year and outside of the evaluation process
2350 when determined necessary by the Dean/Director and/or other administrator.
2351 (Appendix O - Librarian Evaluation Form)
- 2352 iii. ~~When observation of instruction is requested by the Faculty member, the Faculty~~
2353 ~~member and Dean/Director shall determine a mutually agreed upon date. In every~~

- 2354 ease; ~~¶~~ Results of the observation shall be written in the evaluation and provided to
 2355 the Faculty member.
- 2356 iv. The Dean/Director/other administrator shall evaluate each Faculty member per the
 2357 guidelines, quantitative measures, and factors stated in Article 11. The Dean/Director
 2358 shall provide a summative for each Faculty member evaluated based on these criteria.
 2359 The Dean/Director/other administrator shall also provide an overall evaluation of
 2360 “satisfactory” or “needs improvement.”
 2361
- 2362 C. The Senior Academic Advisor Evaluation shall include: (a) self-evaluation; (b) student
 2363 feedback; (c) Dean/Director’s evaluation and narrative.
- 2364 i. Self-evaluations will be a substantive element of the review process. Senior
 2365 Academic Advisors are asked to evaluate their professional performance related to
 2366 the Senior Academic Advisor competencies.
- 2367 ii. Student feedback will be collected throughout the year and each advisor will receive
 2368 their individual student responses.
- 2369 iii. A formal evaluation is required each year for annual contract Senior Advisors, while
 2370 tri-annual evaluation is required for Senior Advisor II on Continuing Contract.
 2371 (Senior Advisor Performance Review – Appendix P; Senior Advisor Goals –
 2372 Appendix Q)
- 2373 iv. The Dean/Director/other administrator shall evaluate each Advisor per the guidelines
 2374 in the Senior Advisor Performance Review Form. The Dean/Director shall provide a
 2375 summative for each Advisor evaluated based on these criteria. The
 2376 Dean/Director/other administrator shall also provide an overall evaluation of
 2377 performance level “Satisfactory” or “Needs Improvement.”
 2378
- 2379 5. **Final Performance Evaluation**
 2380 The process shall be as follows:
- 2381 A. The Dean/Director/other administrator will hold an evaluation conference with the Faculty
 2382 member to discuss the completed evaluation including identification of deficiencies and
 2383 suggestions for improvement.
 2384
- 2385 B. The Faculty member shall sign his/her evaluation acknowledging that he/she has had the
 2386 opportunity to discuss the evaluation with the evaluator and to respond to the materials
 2387 presented and any appended comments. The faculty member's signature does not indicate
 2388 that the faculty member agrees with the content in the evaluation or accepts its conclusions.
 2389
- 2390 C. The evaluation will then be submitted to the supervisor(s) for review and signature.
 2391
- 2392 D. The evaluation will be forwarded to Human Resources who will provide the Faculty member
 2393 a copy upon request.
 2394
- 2395 6. **Performance Improvement Plans**
 2396 The Dean/Director/other administrator shall assist the Faculty member in correcting any
 2397 performance deficiencies reflected in the Faculty member’s evaluation, and/or by prescribing a
 2398 Professional Improvement Plan (PIP) if deficiencies are noted for overall performance. A
 2399 Faculty member on Continuing Contract whose annual review indicates any area of concern
 2400 related to Faculty responsibilities or evaluation criteria shall develop a PIP to address that
 2401 concern in the following year. ~~The PIP shall be developed and written by The~~

2402 Dean/Director/other administrator shall finalize the PIP and send it to the ~~and approved by the~~
2403 appropriate Vice President for approval. It shall include specific performance objectives and
2404 timelines designed to assist the Faculty in meeting the stated expectations. If the next annual review
2405 indicates the objectives have not been adequately addressed, a post-award evaluation will be
2406 required. This evaluation will be in addition to the regularly scheduled three (3) year post-award
2407 evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent
2408 concerns occur between three (3) year post award evaluations.
2409

2410 7. **Inaccurate Information in the Evaluation**

2411 Any inaccurate information in the evaluation will be reviewed by the Vice President for
2412 Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for
2413 Student Affairs upon written request of the Faculty member. Such information will be removed
2414 if it is determined to be inaccurate by the Vice President.
2415

2416 8. **Faculty Qualified to Teach in More than One Department**

2417 Faculty may be qualified to teach in more than one (1) department in the College. When more
2418 than one (1) department is involved, the Faculty member will be assigned to one (1) department
2419 as the “home” department and that Dean/Director will assume responsibility for the evaluation/
2420 assessment of the Faculty member. The secondary supervisor will provide input to the “home”
2421 department Dean/Director. Faculty who teach in any secondary departments as “overload” may
2422 be evaluated independently by both Departments.
2423

2424 9. **Grievance of Evaluations**

2425 The Faculty member may file a grievance alleging contract violations over the evaluation
2426 process, ~~but may not file a grievance about the rating or content of the evaluation, with the~~
2427 ~~—exception of an inaccurate statement which may be grieved if not removed by the Vice President~~
2428 ~~—for Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for~~
2429 ~~—Student Affairs~~. Any such grievance shall be filed at Step 1 of the grievance process within ten
2430 (10) working days of receipt of the evaluation from the Dean/Director/other Administrator.
2431
2432

2433 **Article 20 Wages**

2434 **(UFF RETURNED TO UFF LANGUAGE< NO BOT PROPOSAL TO CONSIDER)**

2435 **Article I. Compensation**

2436 **Section 1. Initial Placement**

- 2437 A. Upon hire, each full-time faculty member shall be assigned to an appropriate salary level based
2438 upon academic and professional qualifications. The salary levels and minimum criteria for each
2439 salary grade are as follows:
- 2440 1. Level I - The faculty member shall have met criteria for a Doctorate.
 - 2441 2. Level II - The faculty member shall have met the criteria for a Master's Degree with a
2442 minimum of eighteen (18) semester graduate hours in the field.
 - 2443 3. Level III - The faculty member shall have met the criteria for a Bachelor's Degree.
- 2444 B. Only a degree from a regionally accredited college or university or international equivalent as
2445 verified by a credentialing agency approved by the College may be used to establish qualification
2446 for a given salary level.
- 2447 C. Full-time faculty shall be appointed for not less than nine (9) months but contracts may be 9-
2448 months, 10-months, 11-months or 12-months in length depending on the particular teaching field
2449 and the needs of the College.
- 2450 D. In addition to an appropriate salary level, each new, full-time faculty member will be placed on
2451 an initial salary step on the SJR State Instructional Salary Schedule based on years of applicable
2452 experience. A maximum of fourteen (14) years professional, educational, specialized or military
2453 experience within the past sixteen (16) years may be transferred for new instructors. A maximum
2454 of three (3) years credit may be allowed for military service. For purpose of placement on the
2455 Instructional Salary Schedules, a new faculty member with zero (0) years of experience will start
2456 on Step 1 and a new faculty member with the maximum experience of fourteen (14) years will
2457 start on Step 15.
- 2458 E. Under no circumstances shall a newly hired faculty member be placed on a higher step than a
2459 current faculty member with equivalent credentials and experience.
- 2460 F. The assignment of a current faculty member, upon the adoption of this contract, to a salary step
2461 shall be determined by the initial step the faculty member was assigned upon their hire date plus
2462 the number of years of experience gained since the hire date. For purpose of placement on the
2463 Instructional Salary Schedules, if a faculty member was assigned an initial step of ten (10) at the
2464 time they were hired and have gained 5 years of experience after the initial hiring date; they will
2465 be placed on Step 15. In the event that the movement of a faculty member onto the appropriated
2466 step and salary level (according to academic credentials and years of experience) would result in a
2467 reduction in the annual salary earned prior to the adoption of this contract, the faculty member
2468 shall be frozen at his/her annual salary. A frozen faculty member shall receive no step increases,
2469 but shall continue to receive any cost of living or other adjustments made to the base salary
2470 schedule. Once a frozen faculty member's annual salary is surpassed by that of faculty members
2471 with similar academic credentials and equal years of experience, the faculty member shall be
2472 unfrozen and he/she shall be placed on the step commensurate with equal years of experience.
- 2473 G. Unless a faculty member is frozen as Stated above, with each year of additional experience
2474 earned at St. Johns River State College, faculty members will move up one step on the salary
2475 schedule and receive the associated increase in salary.
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Section 2. Base Salary Schedule

The base salary schedule for the duration of this collective bargaining agreement is as follows:

Salary Schedule - 9 Month Contract
2020-20--

Step	Level I	Level II	Level III
1	\$40,280	\$36,040	\$32,860
2	\$41,086	\$36,761	\$33,517
3	\$41,907	\$37,496	\$34,188
4	\$42,745	\$38,246	\$34,871
5	\$43,600	\$39,011	\$35,569
6	\$44,472	\$39,791	\$36,280
7	\$45,362	\$40,587	\$37,006
8	\$46,269	\$41,399	\$37,746
9	\$47,194	\$42,227	\$38,501
10	\$48,138	\$43,071	\$39,271
11	\$49,101	\$43,933	\$40,056
12	\$50,083	\$44,811	\$40,857
13	\$51,085	\$45,707	\$41,674
14	\$52,106	\$46,622	\$42,508
15	\$53,149	\$47,554	\$43,358
16	\$54,212	\$48,505	\$44,225
17	\$55,296	\$49,475	\$45,110
18	\$56,402	\$50,465	\$46,012
19	\$57,530	\$51,474	\$46,932
20	\$58,680	\$52,503	\$47,871
21	\$59,854	\$53,554	\$48,828
22	\$61,051	\$54,625	\$49,805
23	\$62,272	\$55,717	\$50,801
24	\$63,518	\$56,831	\$51,817
25	\$64,788	\$57,968	\$52,853
26	\$66,084	\$59,127	\$53,910
27	\$67,405	\$60,310	\$54,989
28	\$68,753	\$61,516	\$56,088
29	\$70,128	\$62,747	\$57,210
30	\$71,531	\$64,001	\$58,354
31	\$72,962	\$65,281	\$59,521
32	\$74,421	\$66,587	\$60,712
33	\$75,909	\$67,919	\$61,926
34	\$77,427	\$69,277	\$63,165
35	\$78,976	\$70,663	\$64,428
36	\$80,556	\$72,076	\$65,716
37	\$82,167	\$73,518	\$67,031
38	\$83,810	\$74,988	\$68,371
39	\$85,486	\$76,488	\$69,739
40	\$87,196	\$78,017	\$71,134

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Salary Schedule - 10 Month Contract
2020-20--

Step	Level I	Level II	Level III
1	\$45,874	\$41,046	\$37,424
2	\$46,791	\$41,867	\$38,172
3	\$47,727	\$42,704	\$38,936
4	\$48,682	\$43,558	\$39,715
5	\$49,655	\$44,430	\$40,509
6	\$50,649	\$45,318	\$41,319
7	\$51,662	\$46,224	\$42,146
8	\$52,695	\$47,149	\$42,988
9	\$53,749	\$48,092	\$43,848
10	\$54,824	\$49,054	\$44,725
11	\$55,920	\$50,035	\$45,620
12	\$57,039	\$51,036	\$46,532
13	\$58,179	\$52,056	\$47,463
14	\$59,343	\$53,097	\$48,412
15	\$60,530	\$54,159	\$49,380
16	\$61,740	\$55,243	\$50,368
17	\$62,975	\$56,347	\$51,375
18	\$64,235	\$57,474	\$52,403
19	\$65,519	\$58,624	\$53,451
20	\$66,830	\$59,796	\$54,520
21	\$68,166	\$60,992	\$55,610
22	\$69,530	\$62,212	\$56,722
23	\$70,920	\$63,456	\$57,857
24	\$72,339	\$64,725	\$59,014
25	\$73,785	\$66,020	\$60,194
26	\$75,261	\$67,340	\$61,398
27	\$76,766	\$68,687	\$62,626
28	\$78,302	\$70,061	\$63,879
29	\$79,868	\$71,462	\$65,156
30	\$81,465	\$72,891	\$66,459
31	\$83,094	\$74,349	\$67,788
32	\$84,756	\$75,836	\$69,144
33	\$86,451	\$77,353	\$70,527
34	\$88,180	\$78,900	\$71,938
35	\$89,944	\$80,478	\$73,376
36	\$91,743	\$82,087	\$74,844
37	\$93,578	\$83,729	\$76,341
38	\$95,449	\$85,404	\$77,868
39	\$97,358	\$87,112	\$79,425
40	\$99,306	\$88,854	\$81,013

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Salary Schedule - 11 Month Contract
2020-20--

Step	Level I	Level II	Level III
1	\$48,760	\$43,460	\$40,280
2	\$49,735	\$44,329	\$41,086
3	\$50,730	\$45,216	\$41,907
4	\$51,745	\$46,120	\$42,745
5	\$52,799	\$47,043	\$43,600
6	\$53,835	\$47,983	\$44,472
7	\$54,912	\$48,943	\$45,362
8	\$56,010	\$49,922	\$46,269
9	\$57,130	\$50,920	\$47,194
10	\$58,273	\$51,939	\$48,138
11	\$59,438	\$52,977	\$49,101
12	\$60,627	\$54,037	\$50,083
13	\$61,839	\$55,118	\$51,085
14	\$63,076	\$56,220	\$52,106
15	\$64,338	\$57,345	\$53,149
16	\$65,625	\$58,491	\$54,212
17	\$66,937	\$59,661	\$55,296
18	\$68,276	\$60,854	\$56,402
19	\$69,641	\$62,072	\$57,530
20	\$71,034	\$63,313	\$58,680
21	\$72,455	\$64,579	\$59,854
22	\$73,904	\$65,871	\$61,051
23	\$75,382	\$67,188	\$62,272
24	\$76,890	\$68,532	\$63,518
25	\$78,427	\$69,903	\$64,788
26	\$79,996	\$71,301	\$66,084
27	\$81,596	\$72,727	\$67,405
28	\$83,228	\$74,181	\$68,753
29	\$84,892	\$75,665	\$70,128
30	\$86,590	\$77,178	\$71,531
31	\$88,322	\$78,722	\$72,962
32	\$90,088	\$80,296	\$74,421
33	\$91,890	\$81,902	\$75,909
34	\$93,728	\$83,540	\$77,427
35	\$95,603	\$85,211	\$78,976
36	\$97,515	\$86,915	\$80,556
37	\$99,465	\$88,654	\$82,167
38	\$101,454	\$90,427	\$83,810
39	\$103,483	\$92,235	\$85,486
40	\$105,553	\$94,080	\$87,196

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Salary Schedule - 12 Month Contract
2020-20--

Step	Level I	Level II	Level III
1	\$51,693	\$46,251	\$42,170
2	\$52,727	\$47,176	\$43,013
3	\$53,781	\$48,120	\$43,874
4	\$54,857	\$49,082	\$44,751
5	\$55,954	\$50,064	\$45,646
6	\$57,073	\$51,065	\$46,559
7	\$58,215	\$52,086	\$47,490
8	\$59,379	\$53,128	\$48,440
9	\$60,567	\$54,190	\$49,409
10	\$61,778	\$55,274	\$50,397
11	\$63,013	\$56,380	\$51,405
12	\$64,274	\$57,507	\$52,433
13	\$65,559	\$58,657	\$53,482
14	\$66,870	\$59,831	\$54,551
15	\$68,208	\$61,027	\$55,642
16	\$69,572	\$62,248	\$56,755
17	\$70,963	\$63,493	\$57,890
18	\$72,383	\$64,763	\$59,048
19	\$73,830	\$66,058	\$60,229
20	\$75,307	\$67,379	\$61,434
21	\$76,813	\$68,727	\$62,662
22	\$78,349	\$70,101	\$63,916
23	\$79,916	\$71,503	\$65,194
24	\$81,515	\$72,933	\$66,498
25	\$83,145	\$74,392	\$67,828
26	\$84,808	\$75,880	\$69,184
27	\$86,504	\$77,397	\$70,568
28	\$88,234	\$78,945	\$71,979
29	\$89,999	\$80,524	\$73,419
30	\$91,799	\$82,135	\$74,887
31	\$93,635	\$83,777	\$76,385
32	\$95,507	\$85,453	\$77,913
33	\$97,418	\$87,162	\$79,471
34	\$99,366	\$88,905	\$81,060
35	\$101,353	\$90,683	\$82,682
36	\$103,380	\$92,497	\$84,335
37	\$105,448	\$94,347	\$86,022
38	\$107,557	\$96,234	\$87,742
39	\$109,708	\$98,158	\$89,497
40	\$111,902	\$100,122	\$91,287

2504
2505 Section 3. Compensation for Overload and Excess Contact Hours
2506 Full-time faculty members teaching more than fifteen (15) contact hours per Fall and Spring
2507 semester shall be compensated at the adjunct/overload rate (whichever is greater) for all such excess
2508 contact hours.
2509
2510 Section 4. Instructional Salary Schedule Supplements
2511
2512 A. Educational

2513 “Additional graduate semester hours” mentioned below must be in teaching field and/or closely
2514 related fields. Hours must be earned after award of Master's degree.
2515

- 2516 1. For faculty at pay Level II requiring a Master's degree, who have earned 30 additional graduate
2517 semester hours and for Faculty at pay Level II requiring a Bachelor's degree, who have earned
2518 a Master's degree shall be paid an additional stipend of \$50 per month (limit 10 months).
- 2519 2. For Faculty at pay Level II requiring a Master's degree, who have earned 60 additional graduate
2520 semester hours and for Faculty at pay Level II requiring and Bachelor's degree, who have
2521 earned a Masters +30 graduate semester hours shall be paid an additional stipend of \$75 per
2522 month (limit 10 months).
- 2523 3. A full-time faculty member who is currently a Certified Public Accountant (Florida
2524 certification and license) or holds a Florida license as a Professional Engineer shall be paid an
2525 additional stipend of \$75 per month (limit 10 months).
- 2526 4. A full-time faculty member who holds a Masters or Doctorate degree in Nursing and currently
2527 holds a Florida license shall be paid an additional stipend of \$3,500 per contract year
2528 (minimum 9-month contract).
- 2529 5. A full-time faculty member who is a physician (M.D. or D.O.), dentist or veterinarian shall be
2530 paid an additional stipend of \$6,000 per contract year (minimum 9-month contract).
- 2531 6. A full-time faculty member who has earned a Doctorate degree in Chemistry, Genetics,
2532 Chemical Engineering, Physics, Biomedical Engineering, Mathematics, or Computer Science
2533 shall be paid an additional stipend of \$6,000 per contract year (minimum 9-month contract).

2534

2535

2536 B. Continuing Contract

- 2537 1. Continuing Contract (CC). Faculty members who have been granted Continuing Contract (CC)
2538 shall be paid an additional stipend of \$1,200 per year.
- 2539 2. CC+10. Faculty members who have been granted CC+10 shall be paid an additional stipend of
2540 \$300 per year.

2541

2542 C. Department Chairs. Assistant Chairs and Directors within the Bargaining Unit.

- 2543 1. Department Chairs. Department Chairs within Arts and Sciences shall be paid an additional
2544 stipend of \$10,000 per year.
- 2545 2. Assistant Department Chairs. Assistant Chairs within Arts and Sciences shall be paid an
2546 additional stipend of \$4,000 per year.
- 2547 3. Directors. Directors within Workforce Development who are part of the bargaining unit shall
2548 be paid an additional stipend of \$4,000 per year.

2549

2550 Section 5. Right to Bargain

2551 The UFF retains its right to bargain over all wages and terms and conditions of employment for
2552 members of the bargaining unit, irrespective of the funding source or the nature of the compensation
2553 or the term and condition of employment. Nothing in this agreement shall be construed as a waiver
2554 by UFF of its right to bargain over wages and terms and conditions of employment.

2555

BENEFITS AND LEAVE

1. Health Insurance Benefits

Board policy 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.

2604 4. **Educational Opportunities**

2605 A. **Employee and Dependent Scholarship Program**

2606 Faculty members in the bargaining unit may utilize up to six (6) credit hours for Fall
2607 Term and six (6) credit hours for Spring Term. A total award of twelve (12) credit
2608 hours per year may be shared between employee and dependent(s). Faculty members
2609 (not dependents) can also receive a maximum of six (6) credit hours for Summer
2610 enrollment. For qualifying students enrolling in “clock hour” programs, the scholarship
2611 program will cover registration fees for up to 180 hours for Fall and/or Spring Terms
2612 and up to 90 clock hours for Summer (equivalent to the credit hours covered, but NOT
2613 in addition to the credit hours). Dependent eligibility is defined in College Procedure
2614 3.5. Only in-state tuition and registration fees will be covered. Laboratory and special
2615 course fees are not covered. Community and Continuing Workforce Education courses
2616 and Corporate Training classes are NOT eligible for this program. Only Bachelors
2617 programs specified on the scholarship application are eligible for consideration.
2618 Applicants who are on disciplinary or academic probation are not eligible for this
2619 scholarship program. Unused scholarship hours cannot be accumulated from term to
2620 term. Registration processes will be handled in the same manner as all other students
2621 based on earned hours.

2622
2623 Faculty members must have been employed in a full-time status for at least four months
2624 before being eligible for these scholarships. A faculty member or dependent who
2625 demonstrates unsuccessful course attempts may be ineligible to continue receiving this
2626 scholarship. Third attempts at any one course are NOT covered.

2627
2628 B. **Tuition Assistance Program**

2629 Undergraduate and graduate coursework taken by a full-time faculty member at other
2630 accredited institutions of higher learning may be considered for reimbursement each
2631 fiscal year subject to budget availability. In order to be eligible, the SJR State Tuition
2632 Reimbursement Educational Plan form must be submitted to the applicable Vice
2633 President by March 1 of each year. Faculty members must have been employed for a
2634 full consecutive year before being eligible for tuition assistance and must be employed
2635 by the college in a full-time capacity at the time of reimbursement. Coursework must be
2636 in a discipline and from an institution as approved by the faculty member’s Vice
2637 President. Once the faculty member provides documentation of payment and successful
2638 completion of the course (grade C or better if a grade is assigned for the course) to the
2639 Business Office, reimbursement shall be made to the faculty member. Coursework
2640 beyond the minimum required for the degree, textbooks, or laboratory fees cannot be
2641 reimbursed under this program.

2642
2643 5. **Employee Assistance Program**

2644 The College shall provide an Employee Assistance Program (EAP). Notice of availability of
2645 the program, including an explanation of services offered, is provided by the Human Resources
2646 Department to all Faculty upon hire. Additional information and EAP resources may be
2647 communicated from time to time through email delivery, face-to-face seminars or campus mail.
2648 The College is a participating member of the Florida College System Risk Management
2649 Consortium for employee assistance programs. As such, College offerings for bargaining unit
2650 members are subject to continued offerings and availability of such employee assistance
2651 programs through the Florida College System Risk Management Consortium.

2652

- 2653 6. **Retirement Plans and Tax Sheltered Annuities**
2654 Retirement plans include the Florida Retirement System (“FRS”) Pension Plan and the FRS
2655 Investment Plan. Faculty also have the option to contribute on a voluntary basis to tax-sheltered
2656 annuity plans that are approved by the College.
2657
- 2658 7. **Use of College Equipment and Facilities**
2659 Faculty members are authorized to use college equipment and facilities as specified under SJR
2660 College Procedures 3.24 and 4.12. The use of College vehicles is available for College-related
2661 business only. Only faculty members on the designated bargaining team may use a College
2662 vehicle or request mileage reimbursement when attending official bargaining meetings. Such
2663 use of college vehicles or mileage reimbursements must be requested in advance and is subject
2664 to budgetary availability. Use of tobacco products or electronic cigarettes is prohibited in
2665 College vehicles, in College facilities and on College property.
2666
- 2667 8. **Parking**
2668 Parking shall be provided free of charge to faculty members on each campus and will be
2669 maintained in accordance with State Requirements for Educational Facilities (SREF). The
2670 College reserves the right to determine whether parking spaces on each campus are designated
2671 or not.
2672
- 2673 9. **Annual Leave**
2674 Pursuant to Board Policy 5.09, faculty on less than twelve-month contracts do not receive
2675 annual leave. For faculty who earn annual leave, payment for unused annual leave upon
2676 separation from employment is set forth in Board Policy #5.09.
2677
- 2678 10. **Sick Leave**
2679 Faculty are provided with sick leave, as set forth in Board Policy 5.12. Upon termination of
2680 employment, the faculty member’s final compensation will be adjusted in an amount necessary
2681 to ensure that sick leave taken with compensation shall not exceed the days of earned sick
2682 leave. Payment for unused sick leave upon retirement from employment is set forth in Board
2683 Policy 5.11. A sick leave pool is also available, as set forth in Board Policy 5.12 (A).
2684
- 2685 11. **Personal Leave**
2686 Four (4) days (thirty-two (32) hours) deducted from sick leave may be allowed for personal
2687 reasons each fiscal year (July 1 – June 30). Such leave shall be charged only to accrued sick
2688 leave and must be approved by the appropriate supervisor. Faculty members teaching night
2689 classes may use personal leave for missed night classes. Restrictions regarding converting sick
2690 leave to personal leave are set forth in SJR College Procedure 3.1.5.8.3. Personal leave without
2691 pay in excess of five (5) days (forty (40) hours) requires Board approval.
2692
- 2693 For instructional personnel, such leave for personal reasons not covered by Family Medical
2694 Leave Act shall have the following restrictions (except when approved by the Academic Vice
2695 President):
2696 a. No more than two (2) days (sixteen (16) hours) of leave may be taken in Fall or Spring Term.
2697 b. No more than one (1) day (eight (8) hours) may be taken in any Summer Term.
2698 c. ~~Night classes cannot be missed under this policy.~~
2699
- 2700 12. **Professional Leave**
2701 Professional leave for Faculty is set forth in Board Policy 5.42.

- 2702
2703 13. **Unauthorized Leave of Absence**
2704 Faculty members willfully absent from duty without leave shall forfeit compensation for the time
2705 of such absence ~~and be subject to discharge and forfeiture of continuing contract and all other~~
2706 ~~rights and privileges as provided by law.~~ If a faculty member granted leave fails to return to duty
2707 at the termination of the leave, his/her employment shall be subject to cancellation by the Board.
2708 A faculty member who is absent without leave shall forfeit compensation for the period of
2709 absence and may be subject to termination of employment. Enforcement of this section is
2710 subject to grievance under Article 8 of this agreement.
2711
- 2712 14. **Administrative Leave**
2713 Administrative leave for Faculty is set forth in Board Policy 5.43.
2714
- 2715 15. **Military Leave**
2716 Military leave for Faculty is set forth in Board Policy 5.34. The College will comply with all
2717 state and federal laws regarding military leave.
2718
- 2719 16. **Family Medical Leave**
2720 Family Medical Leave for Faculty is set forth in Board Policy 04.40. The College will comply
2721 with Federal mandates.
2722
- 2723 17. **Referenced Leave Policies**
2724 The College's leave policies that are cited in this Article are incorporated by reference. Any
2725 proposed modification to the College's leave policies outside of collective bargaining would
2726 not be applicable to Faculty. Any alleged violation of the policies referenced in this Article are
2727 subject to Article 8, Grievance and Arbitration.
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ARTICLE 22

INTELLECTUAL PROPERTY

2733 The College creates and supports an intellectual environment in which College employees are
2734 free to create and collaborate in the development of scholarly and creative works, educational
2735 materials, and other intellectual property. Such development activities increase professional
2736 knowledge, provide creative models for students, and bring recognition to the individuals and the
2737 College.

2739 1. In accordance with the laws of the State of Florida, a faculty member shall have the
2740 right to ownership of all work products that relate to educational endeavors, if such
2741 products are the result of independent labors and are not produced as a result of a specific
2742 agreement with the College. Such endeavors may include any patent rights, copyrights
2743 and royalties and associated profits derived there from.

2744 2. When products are the result of a specific agreement with the College, the Board and the
2745 faculty member may enter into an agreement to establish the percentage of ownership of
2746 trademarks, copyrights or patents for work products that relate to educational endeavors in
2747 accordance with the laws of the State of Florida.

2748 3. Unless the contribution is substantial, faculty shall not accept royalties or other
2749 compensation from the sale of custom text created by a publisher specifically for use at
2750 the College if that faculty member was not an original author of the unmodified version of
2751 the existing edition of the text.

Dispute Resolution

2752
2753
2754 Disputes between the author(s) of a work and the College are grievable in accordance with
2755 Article 8 Grievance Procedure however, the parties encourage informal resolution and/or
2756 mediation when possible.

1. Materials Subject to Copyright and Patent

2757
2758
2759 In general, the materials subject to copyright and patent shall be divided for discussion
2760 purposes into the following major categories:

2761
2762
2763 A. Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic
2764 designs, musical arrangements and compositions, dramatic compositions, tests, and other
2765 relevant materials which are normally covered by copyright laws.

2766
2767 B. Technological materials such as computer programs, multimedia, television related
2768 materials, digitally formatted materials, films released by major or independent studios, and
2769 other similar content, all of which are normally covered by copyright laws.

2770
2771 C. Scientific products and discoveries, which are usually subject to patent as opposed to
2772 copyright laws.

2773
2774 D. All materials covered by this Article shall be interpreted under one of the above categories.

2775 —
2776 2. Determination of Rights

2777 To determine the disposition of rights to copyrightable materials and patents developed by
2778 Faculty, such rights shall be interpreted within the framework of the categories listed below:
2779

2780 **A. Individual Effort**

2781 Right to copyrightable materials or patents that are generated as a result of individual
2782 initiative and not as a specific College assignment shall reside solely with the author or
2783 inventor.
2784

2785 **B. College Assisted Individual Effort**

2786 When the College provides support of an individual effort resulting in copyrightable
2787 materials or patents by contributing Faculty time, facilities and/or other College resources,
2788 the College is entitled to certain rights and privileges as listed below:

2789 i. The College shall be granted a royalty free license to make full use of all products
2790 and processes so developed pursuant to this section.

2791 ii. The College shall recover all costs, supported by detailed records on time and
2792 materials.

2793 iii. Generally, copyrights and patents shall be held in the name of the College Faculty
2794 member concerned, but agreements between the Faculty member and the College
2795 may create other rights and responsibilities, including joint ownership.
2796
2797

2798 **C. College Initiated and Supported Efforts**

2799 Ownership of copyrightable material or a patent relating to materials or processes
2800 identified above, developed as a result of specific assignment by the College or arising out
2801 of the duties for which the individual was specifically employed by the College, shall
2802 reside with the College.
2803

2804 **D. Sponsor Supported Efforts**

2805 Faculty who produce copyrightable material or a patent under sponsor supported projects
2806 shall be governed by the specific terms and conditions of the applicable sponsorship
2807 contract.
2808

2809 **3. Royalty Income**

2810 Royalty income from copyrighted materials and patents shall be distributed as listed below:
2811

2812 **A. Individual Effort**

2813 Income derived from materials and patents produced from the individual initiative of
2814 College Faculty, as defined above, shall accrue solely to the author or inventor.
2815

2816 **B. College Assisted Individual Effort**

2817 Income derived from individual efforts that are complemented by College time, facilities
2818 and/or resources, as defined above, shall accrue solely to the author or inventor.

2819 However, repayment to the College must be made by the individual(s) concerned, as
2820 outlined above, which also outlines the other rights of the College in these cases. The
2821 above holds in all cases except those in which the individual(s) request, and the College
2822 agrees to permit the College's name to be used in connection with the product or process.

2823 In these cases, royalties shall be shared with the College receiving twenty five (25%)
2824 percent and the individual(s) receiving seventy five (75%) percent, unless a written

2825 agreement is executed and approved by all parties prior to the granting of the copyright
2826 or patent that specifies an alternative sharing of royalties.

2827

2828 **C. ~~College Initiated and Supported Efforts~~**

2829 ~~When copyrighted material or a patent is generated by a specific College assignment or~~
2830 ~~as a result of labors for which the individual was employed, for any matters covered~~
2831 ~~under the above information, the College shall be the sole recipient of all income~~
2832 ~~derived therefrom.~~

2833

2834 **D. ~~Sponsor Supported Efforts~~**

2835 ~~Income derived from sponsor supported efforts shall be disbursed in accordance with the~~
2836 ~~specific terms of governing contractual or grant documents. Income derived from~~
2837 ~~copyrighted materials or patents shall be disbursed in accordance with stated College~~
2838 ~~policies when the contract or grant document is silent as to disbursement of royalties or~~
2839 ~~times of value.~~

2840

2841

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2843

UFF COUNTER 12

2844 **ARTICLE 23**

2845 **STUDY ABROAD OR DOMESTIC TRAVEL COURSES**

- 2846
- 2847
- 2848 1. All study abroad and domestic travel courses must be approved by the appropriate
- 2849 Dean/Director, Vice President, and the College’s District Board of Trustees. Faculty leaders and
- 2850 co-leaders must follow all policies and timelines in the St. Johns River State College Study
- 2851 Abroad Handbook.
- 2852
- 2853 2. ~~Study abroad and domestic travel courses shall be held to the same enrollment requirements as~~
- 2854 ~~other courses offered by the College. The College recognizes the multiple benefits that~~
- 2855 international study offers students and therefore seeks to facilitate such opportunities. Along
- 2856 those lines, class size restrictions should have a degree of flexibility. The Vice President for
- 2857 Academic Affairs or Vice President for Workforce Development/CTE shall determine when and
- 2858 if a course shall be offered and/or cancelled.
- 2859
- 2860 3. Study abroad and domestic travel courses may be taught as part of the Faculty member’s regular
- 2861 teaching load or as an extra teaching assignment at the compensation rates established in the
- 2862 Article on Wages. Faculty expenses should be included in the student cost and shall be
- 2863 reimbursed only in accordance with College policy and if approved in advance by the
- 2864 appropriate Vice President. No additional compensation or load reduction for leadership of study
- 2865 abroad and domestic travel courses will be granted to the Faculty member.

2866 **ARTICLE 24**

2867 **DISCIPLINE**

2868
2869
2870
2871 **Section 1. Just Cause and Disciplinary Actions**

2872 **A. Discipline is intended to be corrective, progressive and shall be for just cause.**

2873 **B. An employee shall be entitled to due process and an impartial investigation prior to a**
2874 **warning or formal discipline being issued. The intent of a meeting, conference or interview**
2875 **concerning a disciplinary action shall be disclosed to the faculty member prior to the meeting.**

2876 **C. Discipline shall be justifiable, administered fairly and objectively, and reasonably related to**
2877 **the extent of the offense.**

2878 **D. Discipline for successive instances of related misconduct shall be progressive as follows:**
2879 **verbal warning, documented warning, written reprimand, suspension with pay, suspension without**
2880 **pay, return to annual contract (if applicable), and termination. Serious misconduct may result in the**
2881 **bypassing of one or more steps of progressive discipline.**

2882 **Section 2. Procedures**

2883 **A. The steps of progressive discipline shall adhere to the following guidelines:**

2884 **1. Verbal warning – A verbal warning is an informal notification to a faculty member of**
2885 **specific behavior that is inappropriate or contrary to an established rule, policy, or common**
2886 **professional practice. A verbal warning shall include a discussion of the suggested steps necessary to**
2887 **correct the behavior.**

2888 **2. Written warning – A written warning is an informal notification to a faculty member of**
2889 **specific behavior that is inappropriate or contrary to an established rule, policy, or common**
2890 **professional practice. A written warning shall outline the steps in writing necessary to correct the**
2891 **behavior (hand delivered).**

2892 **3. Written reprimand – A reprimand is the next step if corrective action is not taken or repeated**
2893 **violations occur. At the time the reprimand is given or within twenty (20) days thereafter, a**
2894 **conference shall be held with the faculty member and his or her UFF representative (when**
2895 **applicable) to review the undesirable behavior and establish expectations for future conduct.**

2896 **4. Suspension – A faculty member may be suspended with or without pay by the Board upon**
2897 **the written recommendation of the College President following the faculty member’s receipt of a**
2898 **Notice of Intent to Discipline pursuant to paragraph B below.**

2899 **5. Return to annual contract/dismissal – A faculty member with continuing contract may be**
2900 **returned to annual contract status for up to three (3) years, or dismissed, upon the Board’s approval**
2901 **of a written recommendation for such from the College President following the faculty member’s**
2902 **receipt of a Notice of Intent to Discipline pursuant to paragraph B below.**

2903 **B. When the President or designee intends to recommend that the Board impose a suspension**
2904 **without pay, return to annual contract, or dismissal, the affected employee shall be provided with a**
2905 **Notice of Intent to Discipline and the reasons therefore, and shall have the right to an informal**
2906 **hearing before the Board prior to the Board’s action on the recommendation.**

2907 **1. The notice shall be delivered either via certified mail with return receipt requested or in**
2908 **person with written documentation of receipt obtained. Email shall not be used for disciplinary**
2909 **warnings, reprimands or notices.**

2910 **2. The notice shall advise the faculty member of the date, time, and location of the meeting in**
2911 **which the Board will act upon the President’s recommendation and of their right to an informal**
2912 **hearing before the Board.**

2913 **3. The notice shall advise the faculty member of their right to challenge the action through the**
2914 **Grievance process in this Collective Bargaining Agreement.**

2915 C. Nothing in this article shall be construed as a waiver of the Administration's right to remove
2916 an employee from duty without loss of pay or benefits pending the outcome of an investigation.

2917 Section 3. Other Provisions

2918 A. Anonymous complaints shall not be used as evidence to establish discipline.

2919 B. When an allegation of misconduct or other complaint against a faculty member is
2920 investigated by the Board, the employee shall be notified of the nature of the complaint prior to any
2921 investigatory interview taking place. The identity of the person making the complaint shall be
2922 included in the investigator's final report, along with the date, time, and location of alleged offense.

2923 C. A bargaining unit member shall have the right to consult with and be represented by a
2924 representative of his or her choice (including legal counsel) at any meeting he or she reasonably
2925 believes may result in or be used to establish grounds for discipline and throughout any formal
2926 disciplinary proceeding. This right is also known as "Weingarten Rights."

2927 D. A bargaining unit member shall have the right to respond to any disciplinary action in writing
2928 and have that response attached to the report of discipline. If any material is found through mutual
2929 agreement, grievance process, or court proceeding to be inaccurate or inappropriate, that finding
2930 shall be documented in the official personnel file of the bargaining unit member and the inaccurate
2931 or inappropriate material shall be removed from the personnel file.

2932 E. No reprimand or discipline shall be discussed with a faculty member or representative in the
2933 presence of students or any other individuals not involved in the events giving rise to discipline.

2934 F. When the result of disciplinary action is a loss of rank or pay, implementation of the lower
2935 rank or pay shall not take effect until the Grievance Procedure is exhausted or waived.

2936 G. Training

2937 1. SJR State BOT Supervisors and UFF members involved in collective bargaining and
2938 grievance handling will participate in free training from the Federal Mediation and Conciliation
2939 Service or its equivalent as soon as possible after ratification of this agreement.

2940 2. The SJR State Board of Trustees shall train all employees in supervisory positions on
2941 disciplinary procedures and dispute resolution, so supervisors can fairly and appropriately resolve
2942 conflict or implement corrective action if/when necessary. Training shall include but is not limited
2943 to: conducting a fair and confidential investigation, Weingarten rights (the right to UFF
2944 representation in disciplinary meetings), determining just cause and the appropriate discipline, as
2945 well as conflict resolution.

2946 UFF will provide any employee in the bargaining unit copies of this article and contract education.
2947 UFF will provide UFF members with training on disciplinary procedures and conflict resolution.
2948 Training shall include but is not limited to fair and confidential investigations, Weingarten rights
2949 (the right to UFF representation in disciplinary meetings), just cause and the appropriate discipline,
2950 as well as conflict resolution.

2951 ~~Faculty shall be subject to discipline according to the nature and severity of the offense, for conduct~~
2952 ~~that violates reasonable standards of conduct which include, but are not limited to, the following:~~

- 2953
- 2954 ~~1. Incompetence, negligence or inefficiency in the performance of duty;~~
 - 2955
 - 2956 ~~2. Conviction of a criminal offense or of a misdemeanor involving moral turpitude;~~
 - 2957
 - 2958 ~~3. Violation or disobedience of any regulation, order or directive;~~
 - 2959
 - 2960 ~~4. Offensive, profane or abusive conduct or language toward the public, supervisors or employees;~~
 - 2961
 - 2962 ~~5. Insubordination or disrespect toward supervisors;~~
 - 2963

- 2964 6. ~~Violation of any of the College's Policies or Procedures, including Article 3, the Civility and~~
2965 ~~Professional Behaviors policy;~~
2966
2967 7. ~~Engaging in discrimination or harassment based upon any legally protected status;~~
2968
2969 8. ~~Attempting to induce any officer or employee of the College to commit an act in violation of any~~
2970 ~~of the College's Policies or Procedures;~~
2971
2972 9. ~~Being antagonistic toward supervisors or fellow employees, criticizing orders, rules or policies,~~
2973 ~~or other conduct which interferes with the efficient operation of the College;~~
2974
2975 10. ~~Excessive absences, tardiness or abuse of leave privileges;~~
2976
2977 11. ~~Reporting for work under the influence or being at work under the influence of alcohol or illegal~~
2978 ~~or controlled substances;~~
2979
2980 12. ~~Being in possession of alcohol or illegal or un-prescribed controlled substances during working~~
2981 ~~hours and/or the sale or use of same during working hours and/or on College property;~~
2982
2983 13. ~~Careless or negligent use of College property;~~
2984
2985 14. ~~Theft, misplacement, or misuse of equipment, material, property or money of the College, the~~
2986 ~~public, or of other employees;~~
2987
2988 15. ~~Falsification of official documents;~~
2989
2990 16. ~~Failure to report for duty after a leave of absence has expired;~~
2991
2992 17. ~~Use, threat to use or attempt to use political influence in securing any benefit;~~
2993
2994 18. ~~Unauthorized release of confidential information;~~
2995
2996 19. ~~Violating safety rules or accepted safe practices;~~
2997
2998 20. ~~Possession of weapons or firearms during working hours and/or on College property at any time;~~
2999 ~~and,~~
3000
3001 21. ~~Engaging in any other actions that are determined by the President or his designee to be~~
3002 ~~sufficient cause for disciplinary action.~~
3003

3004 A written oral warning and written reprimand may be appealed in writing to the Vice President for
3005 Academic Affairs, Vice President for Workforce Development/CTE, or Vice President for Student
3006 Affairs whose decision is final. The employee may submit a written rebuttal to the College's final
3007 decision. Such rebuttal shall be part of the employee's personnel file. The appeal process for a
3008 suspension or dismissal is addressed in Article 8 Grievance and Arbitration Procedure. The pre-
3009 disciplinary process is set forth in College Policy 5.03.
3010

3011 **ARTICLE 25**

3012

3013 **REDUCTION IN FORCE**

3014

3015

3016 A. A reduction in force may require the separation, involuntary demotion or reassignment of

3017 employees covered by this bargaining unit. A reduction in force (“RIF” or “layoff”) is an

3018 involuntary separation of one or more employees from their employment due to a financial

3019 exigency or lack of work. The parties recognize both the Administration’s right under F.S.

3020 447.209 to initiate layoffs, and UFF’s right to negotiate the impact of such decisions and to

3021 file a grievance where such decisions are alleged to violate provisions of this Agreement.

3022 The parties further recognize that the interests of students, faculty, the College and the

3023 public are best served by cooperation between UFF and the Administration to seek

3024 alternative solutions to layoffs.

3025

3026 B. The Administration will notify UFF not less than six (6) months prior to an anticipated

3027 layoff. Following the notice and upon request from UFF, the parties will meet in reasonable times

3028 and places to generally discuss the decision and to negotiate any impacts.

3029 C. Any employee released from employment under this Article shall receive full salary and

3030 benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until

3031 the established ending date of his or her contract.

3032 D. No employee shall be subject to layoff while there is a vacancy for which the employee is

3033 credentialed and qualified. No continuing contract employee shall be subject to layoff while there

3034 is a non-continuing contract employee holding a position for which the continuing contract

3035 employee is credentialed and qualified. Placement of an employee into a different position as a

3036 result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in

3037 this Article.

3038 E. An employee designated to be released from employment under this Article shall receive

3039 notice of not less than 120 days prior to the effective date of release.

3040

3041

3042

3043 ~~The decision to reduce the work force of employees covered by this bargaining unit cannot be~~

3044 ~~grieved under Article 8, Grievance and Arbitration Procedure.~~

3045

3046 ~~Personnel who are to be laid off will be identified and notified as soon as possible. A minimum of~~

3047 ~~thirty (30) days’ notice shall be required.~~

3048

3049 1. **Reduction in Force Criteria**

3050 The following criteria will be utilized in the event that it becomes necessary to reduce personnel:

3051 A. Employee’s years at the College as a full-time Faculty member. (moved up)

3052

3053 B. The demonstrable programmatic needs of the College community;

3054

3055 ~~C. Employee performance as determined by existing evaluations*;~~

3056

3057 D. Educational qualifications and/or expertise in assigned position(s);

3058

3059 E. Relevant work experience;

3060
3061 F. Accreditation standards of appropriate agencies such as, but not limited to, SACSCOC,
3062 American Bar Association, Accreditation Commission for Education in Nursing, and other
3063 appropriate as applicable; and,
3064

3065 *Incorporated with the above criteria for reduction are the working definitions of the evaluative
3066 criteria as stated in the Florida Board of Education Rules.
3067

3068 The College will establish the layoff unit, ~~including but not~~ limited to (a) department(s) or
3069 program(s). If the College seeks to close an entire branch campus or remove classes in an entire
3070 discipline, the parties will engage in impact bargaining. , campuses, disciplines, and sub-
3071 disciplines.
3072

3073 An individual whose position has been eliminated may be offered immediate placement into a
3074 vacancy for which the individual is equally qualified in another department or program, should
3075 such position vacancy exist. In the event such an offer of reemployment is not accepted, the
3076 employee shall receive no further consideration for reemployment pursuant to this Policy.
3077

3078 2. **Employment Recall**

3079 A. A recall list shall be valid for one (1) year.
3080

3081 B. All persons on the recall list should regularly review the posted College position vacancy
3082 announcements. Should a vacancy occur at the College, the employee must apply to receive
3083 consideration.
3084

3085 C. Any offer of reemployment pursuant to a reduction in force must be accepted within fifteen
3086 (15) days of the date of the offer. In the event such offer of reemployment is not accepted, the
3087 employee shall receive no further consideration for reemployment pursuant to the recall
3088 provisions set forth in this Policy.
3089

3090 D. An employee who held a continuing/permanent status appointment on the date of termination
3091 by reason of layoff shall resume the continuing/permanent status appointment upon recall.
3092

3093 E. The employee shall receive the same credit for years of service for purposes of layoff as held
3094 on the date of layoff.
3095
3096

3097 **ARTICLE 26**

3098 **SEVERABILITY AND PROHIBITION AGAINST RE-OPENING OF**
3100 **NEGOTIATIONS**

- 3101
- 3102
- 3103 1. Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by
- 3104 any decree of a court of competent jurisdiction, all other articles and sections of this Agreement
- 3105 shall remain in full force and effect for the duration of this Agreement. The parties agree to
- 3106 immediately meet and confer concerning any invalidated provision(s).
- 3107
- 3108 2. This Agreement contains the entire agreement of the parties on all matters relative to wages,
- 3109 hours, terms and conditions of employment as well as all other matters, which were or could
- 3110 have been negotiated prior to the execution of this Agreement. This Section does not prohibit
- 3111 the parties from entering into negotiations concerning the terms of a successor agreement, re-
- 3112 openers as agreed to or bargaining over the impact of management decisions that affect terms
- 3113 and conditions of employment.
- 3114
- 3115

ARTICLE 27

CONTRACT AVAILABILTY

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The College shall make an electronic version of the final Collective Bargaining Agreement available on the College website and provide print versions for the bargaining unit and administrators (approximately 200 copies). Amendments to the CBA do not need to be printed.

UFF COUNTER #2