

## **ARTICLE 6 FACULTY RIGHTS**

### **6.01 Continuation of Rights**

All rights, privileges, and benefits enjoyed by faculty members of Pensacola Junior College, except as modified by this CBA, shall remain in effect for the duration of this CBA.

### **6.02 Academic Freedom**

#### **A. Freedom of Expression**

In recognition of the principle of academic freedom at Pensacola Junior College, the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation, or interpretation of facts and ideas. Academic freedom does not, however, allow an instructor the right to deviate from the general course description found in Pensacola Junior College's catalog or the major learning objectives specifically stated in the district course syllabus. Faculty members are entitled to that freedom of association and expression which is guaranteed to all persons by the First Amendment to the Federal Constitution.

When a faculty member writes or speaks, the public may judge both the faculty member's institution and profession by his or her statements. Therefore, the faculty member shall show appropriate respect for the opinions of others and in the expression of personal opinions indicate that he or she is not a spokesperson for Pensacola Junior College.

#### **B. Grading Practices**

##### **1. Evaluation**

The evaluation of students and the assigning of grades are the prerogative and responsibility of the faculty member(s) assigned to teach the class in which the student is enrolled unless that faculty member is unable to do so.

If that faculty member cannot or does not perform those duties, another faculty member may be assigned responsibility for the evaluations of the students. The faculty member so assigned shall be compensated at the overload rate for the total number of hours beyond the normal workload in accordance with Article 15.

The official outcomes of such evaluations shall not be amended by the Board or any of its designees except through mutual agreement with the faculty member, or unless so mandated as a result of the established student grade grievance procedure as set forth in Appendix B of this CBA, appeals process, or court proceedings. An acknowledgment of any grade changes will be issued to the faculty member of record by the registrar.

##### **2. Student Grade Grievance**

Any student has the option of disputing any grade by following the Student Grade Grievance procedure (Appendix B). These processes must be initiated by the affected student. The procedure published in the Student Handbook/Catalog shall be in agreement with this official procedure (Appendix B). In the case of conflict between a provision of the official procedure

(Appendix B) and the procedure explained/printed elsewhere, the expressed provisions of this Collective Bargaining Agreement shall prevail. Although the Student Grade Grievance Procedure gives protection to the rights of a student, it must not be construed to negate the academic freedom rights of the faculty.

### C. Course Development and Approval

Faculty members have a substantive role in both the determination of content and the approval of all college credit courses included in the programs offered by the college. This responsibility is met by active participation in departmental meetings as well as the standing committees that are involved with curriculum, such as the curriculum committee and the distance learning committee.

### D. Selection of Educational Materials

The selection of textbooks to be used is the sole prerogative and responsibility of the full-time discipline faculty members who teach the course, or have taught the course any time in the past two college years, and shall be determined according to established procedure.

### E. Professional Atmosphere

~~Both Faculty, and other College employees, and students~~ have a right to expect to be treated in a professional fashion at all times. During personal interactions ~~between faculty and other employees of the College~~, each will treat the others with respect and courtesy and will refrain from rude or unprofessional behavior.

## 6.03 Faculty Participation in Scheduling

Departmental administrators will at all times be amenable to requests from faculty members within the departments for such information as the administrator has at the time concerning scheduling and assignments. Faculty members are encouraged to submit suggestions and recommendations as to scheduling and assignments which directly affect them and each will have an opportunity to review with the department head his or her proposed schedule. The Administration will consult with an affected faculty member before significantly increasing the size of a section from that scheduled in prior semesters.

Whenever possible, faculty members will be notified in advance through normal departmental information channels of all new assignments and course and section offerings and will have the opportunity to apply for these new assignments and/or course and section offerings as part of their standard loads.

The Registrar will, by a ~~Green and White~~ e-mail notice, inform instructional faculty members of dissemination of the proposed departmental class schedule files to the department, and of the due date for return of the completed schedule to the Registrar's office.

Once the faculty member's instructional schedule has been determined, the faculty member will schedule the times and locations of office hours and Other Professional Activity (OPA) hours. These hours should be scheduled within the normal operating hours of the College, and student contact hours must be scheduled at times reasonably convenient for students. Those hours in excess of the 35

clock-hour week required as a result of overload assignments should be integrated with the scheduling of the normal work week.

The Administration will consult with an affected faculty member before authorizing a section to be ~~significantly~~ overloaded more than 10% beyond the scheduled section size. Overloading a section more than 10% beyond its scheduled section size shall result in additional payment to the instructor equivalent to the directed study per student rate. Final decisions on scheduling and section size will be made by the Administration.

#### **6.04 Right to Privacy**

The private or personal life of faculty members, including but not limited to their lifestyle, religious, or political activities, is not of concern to the Board, and, therefore, the Board shall take no action against faculty members for such activities unless the activities are detrimental to the legitimate interests of the college.

#### **6.05 Surveillance Equipment**

The Board agrees that security cameras and other surveillance equipment will not be used to record or monitor a faculty member's performance without the permission of the faculty member. Rooms with surveillance equipment will provide the faculty member with the ability to determine if the equipment is operating.

#### **6.06 Royalties, Copyrights, and Patents**

As between the College and the faculty member, the faculty member has the right to ownership of all work products, including any patent rights, copyrights, and royalties, if such products are the result of the faculty member's independent labors without the use of paid time or College resources not freely available to the public. All associated profits derived there from shall inhere solely to the faculty member.

Ownership of copyrights, royalties, patents, and associated profits derived there from shall be individually negotiated between the faculty member and the Board whenever College resources, not freely available to the public, and/or paid time are utilized to develop the product.

A faculty member shall hold the right to ownership of all work products that relate to educational endeavors, including any patent rights, copyrights, and royalties, if such products are the result of the faculty member's independent labor and are not a product as a result of a specific agreement with the College. If any work product or required textbook that is authored by a faculty member is selected for use in a Pensacola Junior College classroom, the royalties shall be remitted to the College and deposited in the Faculty Authors Account in the Loan Fund to provide short term loans to students.

#### **6.07 Legal Assistance**

Faculty members shall have the right to petition the Board to provide free legal assistance in work-related disputes. The petition shall be addressed to the sound discretion of the Board. By electing to provide legal assistance, the Board does not, and shall not be deemed to, assume any partisan role in any legal action or any monetary liability beyond its commitment as limited by the Board to pay attorney's charges.

When a legal action is brought against the Board of Trustees in its official capacity and one or more faculty members as co-defendants, the Board's legal counsel will also furnish representation to the faculty member co-defendant(s), so long as (1) the Board continues to be a defendant in the case in the same status as the defendant faculty member(s), and (2) the cost of the legal representation is not greater than if the Board were defending itself only. The Board will not be deemed to be in the same status as the defendant faculty member(s) if the action has been dismissed as against the Board, and the Board remains in the case for purposes of related proceedings, such as an appeal, when the faculty member defendant(s) is in a different situation.

It is understood and agreed that any attorney employed by the Board will be obliged to represent the Board's interest and that a conflict of interest may exist or arise between co-defendants in any legal proceedings. A faculty member who is a co-defendant with the Board in any such proceedings and who is represented by the same counsel as the Board, must take cognizance of this possibility and be responsible for deciding whether, at any point, to employ separate counsel at his or her own expense.

### **6.08 Outside Employment and Consultant Activities**

The Board recognizes that faculty members may engage in outside employment and consultant activities, including being employed by another institution of higher learning. The Board will not interfere with faculty members engaging in such activities unless it can clearly determine that such activities have an adverse effect on the faculty member's performance of his or her college duties as specified in this Collective Bargaining Agreement. Such determination shall not be made in an arbitrary and capricious manner. No outside employment or consultant activities shall occur during scheduled working hours as defined in Section 9.01.B. College resources shall not be used for outside employment or consultant activities. It is understood and agreed that all compensation earned from such activities are the property of the faculty member who earns it.

If the faculty member is employed by another institution of higher learning to teach a course which is the same as one in the College course file, the faculty member shall inform his or her department head of those activities in writing, in advance when possible.

The provisions of the above paragraph which require notification shall not apply during any summer term in which the faculty member has not contracted to teach for the College.

### **6.09 Seniority**

For matters subject to collective bargaining, seniority for a faculty member shall be computed from the date of hire at Pensacola Junior College as a full-time faculty member. Time spent on paid leaves of absence shall for all purposes be counted in computing a faculty member's seniority. Time spent on unpaid leaves of absence and layoff shall not be counted in computing seniority.

### **6.10 Use of Part-Time and Full-Time Faculty (Also see Section 9.01G.)**

#### **A. Proportion of Full-Time and Part-Time Faculty**

The two parties recognize that the unavailability of full-time faculty members or temporary shifts in student population is are among the most important factors that necessitate the use of part-time faculty. The two parties agree that the part-time faculty serve a necessary role and that the educational mission of the College is served by a reasonable proportion of full-time and part-time

faculty. In recognition of these factors, the Board agrees that it will maintain a reasonable and educationally sound proportion of full-time and part-time faculty throughout the College and throughout the academic year, not to fall below the state averages for community colleges.

The parties agree that the full-time faculty members represent a valued pool of experts from which overload assignments may be drawn. Accordingly, the administration shall give reasonable good faith consideration to all requests from full-time faculty members wishing to work overload assignments. The parties agree, however, that all scheduling decisions, including the assignment of overloads, shall be made by the Administration, and that nothing in this Agreement shall be construed to give full-time faculty members any preferential right, from a legal standpoint, to work beyond the standard load as specified in Article 9.

#### B. Process by Which Full-Time Faculty Members Apply for Overload/Summer Assignment

The parties agree that the overload assignment process, including the summer assignments, depends upon two-way communication within the department. All final scheduling decisions, however, rest with the administration.

##### 1. Requesting an Overload Assignment for Term I or II

Each term, any faculty member who desires to teach an overload shall file a written request with his or her department head. Throughout the term, the department head shall openly publicize the availability of possible overload assignments.

##### 2. Requesting or Declining a Summer Assignment

Not later than January 31 of each year, the faculty member will complete the form in Appendix U and submit it to his or her department head. This form is used by the faculty member to request his or her preferred assignment or to decline a summer assignment. By February 15, the department head shall notify the faculty member in writing on the same form either that the request is accepted as submitted or that an alternate assignment is available. (If the preferred assignment is not accepted, the faculty member may still be offered such an assignment if it becomes available at a later date.) The faculty member shall have until March 1 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the summer assignment.

Counseling faculty will request or decline their 120-hour guaranteed summer assignment not later than September 15. If requested, the assignment will be scheduled in coordination with the 164-day contract. The supervisor will prepare the schedule in accordance with Article 9.03 and in consultation with the counseling faculty member. The scheduled assignment shall be offered not later than October 1. The faculty member shall have until October 15 to decline the assignment after which date both the faculty member and the Board shall be obligated to honor the resulting assignment, including the 164-day contract. (Appendix U-2)

##### 2-3. Criteria

The criteria used to determine overload assignments, including additional hours in the summer terms, shall be based upon program and student needs and shall be in the best interests of the College. If, in the sole judgment of the administration, the faculty member is the best choice for the assignment, the faculty member may then be offered the assignment.

The College does not have a specified cap on the number of overload sections assigned to a faculty member. Therefore, while this factor may be used in determining the best choice for the overload assignment, it shall not be used as a sole basis for the decision.

If two or more full-time faculty members who apply for the same assignment are determined by the administration to be equivalent choices, professorial rank and then PJC seniority will be used, in that order, as the deciding factors for the first such instance in any academic year. In subsequent sessions of the academic year, requests for overload assignments for that same course will be awarded by rotating among the faculty members concerned by descending rank and seniority.

#### C. Requesting Overload Assignments Outside of the Faculty Member's Department

A faculty member may, at any time, ~~submit a request to the department head~~ to teach an overload assignment outside of his/her assigned department from the department head in whose department the overload will be taught. Once such a tentative assignment has been offered, the faculty member will complete and submit Appendix U-3 to his/her assigned department head. The request should be specific regarding the assignment requested and should reflect the benefits to the faculty member and the College. The request may include summer assignments including the guaranteed summer assignments.

The faculty member's assigned department head will forward the request to the Dean/Provost with a recommendation for approval/disapproval. The Dean/Provost will make the final decision regarding the request. Recommendations for disapproval must include an explanation for the recommendation.

The approval/disapproval of ~~this~~ an overload request does not impact other articles of the CBA which clearly specify that the final decision regarding faculty scheduling, including overloads, will be made by the administration.

#### **6.11 Notice of Meetings**

If a faculty member is required to attend a meeting at which possible disciplinary action against the faculty member will be discussed, and such meeting will include administrators other than the Department Head, the faculty member will be given not less than twenty-four (24) hours advance notice of the meeting, of the topic to be discussed, and of the individuals who will attend the meeting on behalf of the College. The faculty member shall be entitled to have a representative attend and participate in such meeting.