



CONTRACT BETWEEN

THE FACULTY ASSOCIATION OF  
JAMESTOWN COMMUNITY COLLEGE

AND

THE BOARD OF TRUSTEES OF  
JAMESTOWN COMMUNITY COLLEGE

SEPTEMBER 1, 2019 – AUGUST 31, 2025

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The objectives of Jamestown Community College are clearly stated in the catalog. Our interest, curriculum, and efforts are directed to the optimum development of our students. Highest priority is given to effective teaching in the classroom and laboratory with the supporting services of counseling by faculty and by specialized counselors. The desired outcomes are the highest intellectual, personal, social, and occupational qualities of each student. Next in priority is the outreach and service to the college community, the industrial community, the business community, and to those individuals in the region who wish to benefit from offerings of the college. To these ends our faculty, administration, and trustees are dedicated and organized. The elements of this Agreement will reflect our attempt to provide full opportunity to all our citizens in a setting of professional and fiscal responsibility.

## **ARTICLE I—RECOGNITION**

**1.1** The term ‘Association’ will hereafter refer to the Faculty Association of Jamestown Community College, and the term ‘Board’ shall hereinafter refer to the Board of Trustees of Jamestown Community College.

**1.2** The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all full- and part-time faculty at the college. The term “faculty,” for purposes of unit representation, shall refer to all academic ranks and shall include all faculty under contract on a full-time or part-time basis, on leave, or on a per diem basis, and shall also include teachers, librarians, counselors, coordinators. The term “faculty” shall not include the President, the Vice Presidents, the Deans, and all other academic managerial staff.

**1.3** The Board agrees not to negotiate with any full- or part-time faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

**1.4** The negotiating teams will meet at times and places mutually agreed upon.

**1.5** The term ‘faculty’ when used in this Agreement, shall refer to all academic ranks and shall include all faculty as above defined and shall include teachers, librarians, counselors, and coordinators.. Unless otherwise noted, the term ‘faculty,’ when used in this agreement shall refer to full-time faculty.

## **ARTICLE II—ASSOCIATION AND INSTRUCTORS’ RIGHTS**

### **2.1 Taylor Law**

Pursuant to the New York Public Employees’ Fair Employment Act (Taylor Law), the Board hereby agrees that all faculty as defined in Article I above shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member of any rights conferred by the Act, and not discriminate with respect to hours, wages, or any term or condition of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or by their institution of any grievance, complaint, or proceedings under this Agreement.

### **2.2 Full- and Part-time Faculty Rights**

Nothing contained herein shall be construed to deny or restrict to any faculty member rights they may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

### **2.3 Use of Space**

The Association and its representatives shall have the right to use appropriate space for its business meetings without charge.

## **2.4 Transacting Business**

In order to fulfill its obligations to all the people represented by the Association, a total of ten (10) days per contract year will be provided for the business it needs to conduct at the local, state, and national levels. These days are to be approved by the appropriate Dean and will not be unreasonably denied.

**2.4.1** Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, provided that this shall not interfere with or interrupt normal college operations.

## **2.5 Use of Machines/Equipment**

The Association shall have the right to use college office machines and equipment at times when such equipment is not in use. The Association shall pay for the cost of all materials, supplies, and secretarial assistance incident to such use.

## **2.6 Postings**

The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards or in lounges and departments. The Association may use the campus mail service, electronic messaging, and instructor mailboxes for communication to faculty.

## **2.7 Information**

The Board agrees to furnish the Association, in response to reasonable requests from time to time, all available information concerning the professional staffing and financial resources of the college, including, but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of open Board meetings, treasurer's reports, census and membership data, names and addresses and position on salary schedule of all professional personnel, and such other information that will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the Association to process any grievances or complaint. In the interest of maintaining communications among faculty and Administration, the minutes of all academic affairs council meetings shall be mailed and/or e-mailed to the President of the Association, and the minutes of all Board meetings shall be posted on the College's intranet.

## **2.8 Advisement/Meetings**

The Board shall advise the Association, through the Association negotiating team, on any major fiscal item, construction programs, or revisions of educational policy, which are proposed or under consideration and the Association, through its negotiating team, shall be given opportunity to advise the Administration, through its negotiating team, with respect to said matters prior to their adoption and/or general publication. To establish and to maintain orderly execution of the Agreement, the President of the College or their designee shall meet with the President of the Association or their designee at least quarterly during the calendar year, scheduled upon the request of the Association President, and at other times as mutually agreed upon to fulfill the intentions of the contract. These meetings may be cancelled with the mutual agreement of the parties. Additional or special meetings may be scheduled with the mutual agreement of the parties.

## **2.9 Academic Freedom**

The parties of this Agreement subscribe to the principle of Academic Freedom as set down by the American Association of University Professors and as adopted by the faculty and the Board. It is as follows:

**2.9.1** The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

**2.9.2** The teacher is entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

**2.9.3** The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When the teacher speaks or writes as a citizen, the teacher should be free from institutional censorship or discipline, but their special position in the community imposes certain obligations. As a person of learning and an educational officer, they should remember that the public may judge their profession and their institution by their utterances. Hence the teacher should at all times be accurate, should exercise appropriate restraint, should at all times show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesman.

**2.9.4** The Deans and Vice Presidents, as appropriate, shall assist faculty members in meeting these professional expectations and in complying with Board and College Policy. Continued failure by a faculty member to meet these expectations and/or responsibilities may result in disciplinary action. (See Progressive Discipline section)

### **2.10 Personnel Files**

Individual personnel files shall be open to the individual faculty member upon request, except employment credentials and recommendations.

### **2.11 Previous Policies**

This Agreement shall supersede all previous Board policies on these matters herein contained.

### **2.12 Selection of Administrative Officers**

Prior to the selection of a College President, Vice President, or Dean, the Association shall be advised of such intent, and shall be entitled to appoint one faculty representative to the appropriate search committee.

### **2.13 HRPST Committee**

A standing committee, consisting of the Vice President of Academic Affairs, the Vice President of Student Affairs, the Dean of Science, Technology, Engineering and Mathematics, the Dean of Arts, Humanities and Health Sciences, and the Dean of Social Sciences and Business, and five (5) elected representatives of the Association (at least one from each campus), shall be convened each college year by the President of the college. Elected members must be tenured as of the start of their term of office. Terms of office for the five (5) elected tenured representatives of the Association shall run for a period of two (2) years, starting in September, or until the new representatives have been elected. This Committee shall be referred to in this Agreement as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement, and Tenure). The HRPST Committee shall perform the following functions:

a. Shall make all recommendations concerning hiring, retention, salary placement or merit increments (subject to GUIDELINES FOR FACULTY PROMOTION AND HIRING Appendix A of this Agreement), promotion and tenure of faculty members, and forward to the Office of the President for final approval.

b. Be responsible for the formulation of criteria used in the evaluation of faculty members. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the college as outlined in Appendix A of this Agreement. A summary of the minutes including actions of each HRPST Committee meeting shall be mailed and/or e-mailed to the President of the Association, the Chairman of the Grievance Committee, and the Chief Negotiator within two (2) weeks of each meeting.

c. All HRPST personnel committee deliberations are confidential and no member of HRPST is free to share information without the approval of the entire HRPST Committee. Information may be shared when sharing said information is necessary to comply with the Collective Bargaining Agreement, local, state, and federal laws, regulations, and orders. If a member of HRPST is found to violate the confidentiality of HRPST proceedings, a request may be made from the HRPST committee to the appointing authority to remove that member from the committee.

d. In the event that HRPST committee members' schedule does not allow for a face to face meeting every attempt will be made to schedule a teleconferenced HRPST meeting. As a last resort if HRPST proceedings cannot take place via a meeting or through teleconferencing, then HRPST proceedings can take place via e-mail.

#### **2.14 Continuation of Contractual Benefits**

Any contractual benefit previously enjoyed by the Association shall not be discontinued unless specifically excluded or modified by a subsequent agreement.

#### **2.15 Non-Discrimination**

The college does not discriminate on the basis of gender, sexual orientation, race, creed, national origin, age, marital status, or disability. This policy applies to application and selection for employment and to all other human resource procedures within the college.

#### **2.16 Shared Office Facilities**

All faculty members shall be provided with properly maintained, lighted, ventilated, and secured office space which provides for individually secured storage space.

#### **2.17 Safe Working Conditions**

It shall be the responsibility and goal of the College to provide a safe and healthy work environment for all Faculty Association employees. The Executive Director of Human Resources should be notified immediately of any safety concerns and a written incident report provided to the Director. Such concerns as reported will be followed-up in writing (i.e., Email, etc.) by the Director within a reasonable time, permitting investigation, evaluation, and proposed or corrective action(s). During evenings and weekends the Buildings and Grounds staff should be contacted for immediate concerns.

### **ARTICLE III—RIGHTS OF THE BOARD AND ADMINISTRATION**

**3.1** The Association recognizes that the Board and Administration have the responsibility and authority to manage and direct, on behalf of the public, all operations, and activities of the college to the full extent authorized by law. The Board and Administration retain these rights unless limited by the terms and provisions of this Agreement.

### **ARTICLE IV—MEMBER BENEFIT, DEDUCTIONS, PROFESSIONAL DUES, AND AGENCY FEES**

#### **4.1 Dues Deductions**

The Board agrees to deduct, upon authorization by individual faculty members and the Association, dues, and assignments of the Association. Such authorization shall continue in effect until revoked in writing by a faculty member to the extent allowable by law. Such fees and assignments shall be forwarded to the Association Treasurer along with a list of all faculty members from whom deductions have been made and the amount deducted from each no later than ten (10) days after the end of the month in which the deductions are made.

**4.1.1 Certification Date:** The Association shall certify to the Human Resources office in writing the current rate of its membership dues on or before August 1 of the current year.

**4.1.2 Length of Authorization:** This authorization shall be regarded as valid unless and until the college Human Resources office and the Association Membership Chairperson receive a written revocation via certified mail by the employee who gave the authorization. Each such authorization and revocation delivered to the Human Resources office and Membership chairperson shall be honored beginning with the first payroll period which begins not later than two weeks after it is received by the Human Resources office.



**4.1.3 Changes during the academic year:** If the Association, NYSUT, or AFT change the amount of dues and fees to be deducted, the Association shall so notify the Executive Director of Human Resources in writing, and the change will be honored with the first payroll period which begins not later than two weeks after the notice is received by the Executive Director of Human Resources.

**4.1.4 Save harmless:** The Association shall defend and save the college harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken by the college to comply with this article.

#### **4.2 NYSUT Benefit Trust**

Employees will be allowed to participate in NYSUT Benefit Trust. Payment to be made by the employee through payroll deduction. Monies will be remitted to NYSUT by the college.

**4.2.1** The Association shall defend and save the college harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the college pursuant to the provisions of this section.

**4.2.2** Only one (1) payroll deduction authorization letter from NYSUT is required whether or not a member chooses one or all of the programs. This authorization letter is received directly from NYSUT

**4.2.3** Each year in August, premiums are re-rated and new deduction amounts for each participant forwarded to the employer in time for the first September payroll. All changes are sent to the Human Resources office monthly from NYSUT. Also, by August 1 of each year, the employer sends to NYSUT a list of payroll dates for the upcoming school year.

**4.2.4** The employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Human Resources office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice from NYSUT. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

#### **4.3 VOTE/COPE**

The College will deduct from the employee's fourth through eighth regular paychecks such VOTE/COPE contributions as may be authorized in writing by the employee. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association and shall remain in effect until modified or cancelled by written notice. Association members may opt in or out or change deductions amounts once per calendar year.

### **ARTICLE V—CONDITIONS OF EMPLOYMENT**

#### **5.1 Hiring and Retention**

Decisions on hiring full-time faculty shall be made by the Administration after the recommendation of the HRPST Committee who shall act upon the recommendation of the Dean and shall be responsible for ensuring equity within the salary structure of the college.

#### **5.2 Career Options**

Unless otherwise stated, applications for these options shall be submitted by January 15 and notification shall be given by February 28. Approval of requests shall be contingent on an assessment of the impact on the program and a demonstration of significant cost savings to the college. Each proposal must be approved by the Dean, the appropriate Vice President, and the President.

**5.2.1 Half-time Teaching Before Retirement.** Any faculty member with fifteen (15) years of seniority or more may decide to work on a half-time basis (15 credit or 16 contact hours per year) for one-half of their

base salary plus full fringe benefits. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. For each year of this arrangement, a year of seniority and time toward sabbatical leave shall accrue. Contracts shall be issued for one year, and the arrangement will be reviewed every year. Under this arrangement, a faculty member must accept the early retirement incentive upon reaching twenty (20) years of seniority. The early retirement incentive as outlined in Article XV is available under this option.

**5.2.2 Faculty Load Distribution.** Any faculty member may request to distribute the academic year load over, at most, two summers and one or two regular semesters, i.e., one or two regular semesters and the two summers adjoining that regular academic year. If approved, a contract will be issued indicating the load for each semester/session. At the end of the contracts, if there is a difference between the actual number of hours taught and 30 credit or 32 contact hours, the college may assign hours equivalent to the difference during the succeeding year at no additional pay.

**5.2.3 Reduced Load Option.** For any semester or year, a faculty member may request from the academic Vice President a reduced teaching load at a prorated salary plus salary increments and full fringe benefits. Continued involvement with collegial governance and student advisement is expected. During this period, seniority and time toward sabbatical leave will accrue. The request must be submitted at least three (3) months prior to the beginning of the semester in which the leave will be taken.

**5.2.4 Faculty Transfers.** Although the number of position openings at either campus is limited each year, upon mutual agreement of a faculty member, the Deans, the appropriate Vice Presidents, and the President, a faculty member may be transferred to another campus if a position is open. Consideration will be given to these requests prior to searching and screening external candidates.

**5.2.5 Career Change Incentive.** A faculty member with fifteen (15) or more years of seniority who is under the age of fifty may request to take a one (1)-year leave with half pay and fringe benefits followed by the early retirement incentive. The college will have no obligation to continue employment after the paid leave has been completed.

**5.2.6 Internal Reassignments.** If an administrative position is open a faculty member may request to be reassigned or given released time to perform those administrative duties and shall have the right to return to their faculty position for a period not to exceed five (5) years. If the right to return is exercised, the faculty member will return to regular faculty duties at the end of the period. Notice of intent to return to their faculty position must be given to the College no later than February 1<sup>st</sup>. Seniority and faculty salary increments under this arrangement would continue to accrue. Failure to exercise the right to return within the above timelines constitutes a resignation from faculty status. A faculty member choosing to return to a subsequent administrative position after serving an initial five (5) year time frame shall forfeit their right to return to faculty status, effective immediately. Time served by any current faculty member or faculty member on internal reassignment within the past five academic years applies to the time frames of this section. The college will make every effort to replace faculty moving into administrative positions with full time faculty.

### **5.3 Approved Travel Expense of Candidates**

The Board shall authorize reimbursement for approved travel expenses of prospective candidates for faculty position interviews at the college.

### **5.4 Faculty Salaries**

Upon the signing of this contract a list of all current full-time faculty and their salaries will be agreed to by both parties, a copy of which will be given to the Secretary of the Association and the Executive Director of Human Resources. The criteria for each academic rank are contained in Appendix A.

### **5.4.1 Salary Increase**

**2019-2020:** Full-Time Faculty – 0% added to base salary  
Part-Time Faculty – 0% added to adjunct grid (including overload rate)

**2020-2021:** Full-Time Faculty – 0% added to base salary  
Part-Time Faculty - 0% added to adjunct grid (including overload rate)

**2021-2022:** Effective November 1, 2021, Full-Time Faculty – 3.0% added to base salary with an additional 4.08% to be used to resolve inequities in the salary schedule matrix, the distribution of which will occur through terms and a process mutually agreeable to both parties.  
Part-Time Faculty – 5.0% added to adjunct grid with 7% added to the overload rate

**2022-2023:** Full-Time Faculty – 3.92% added to base salary.  
Part-Time Faculty – 3.0% added to adjunct grid with 4% added to the overload rate

**2023-2024:** Full-Time Faculty – 3.0% added to base salary  
Part-Time Faculty – 3.0% added to adjunct grid (including overload rate)

**2024-2025:** Full-Time Faculty – 3.0% added to base salary  
Part-Time Faculty – 3.0% added to adjunct grid (including overload rate)

### **5.5 Faculty Loads and Overloads.**

Full-time faculty load shall consist of 30 credit hours, or 32 lab hours for each academic year. No overload shall be permitted without the written approval of the Administration and faculty member involved. No overload pay may be assigned until 15 credit or 16 lecture/lab hours are exceeded in the fall semester, or 30 credit hours or 32 lecture/lab hours in the spring semester. Normally such overloads shall not exceed one course. Overloads shall be compensated at the rate of \$1,143 per credit hour for the 2021-2022 contract year, effective November 1, 2021; \$1,188 per credit hour for the 2022-2023 contract year; \$1,224 per credit hour for the 2023-2024 contract year; and \$1,261 per credit hour for the 2024-2025 contract year; Faculty on a combined lecture/lab load shall receive the overload rate plus an additional \$50 per hour for each hour taught over 16 per semester. Any teaching done by faculty whose primary responsibility has been considered non-teaching, i.e., counselors, librarians, computer center directors, and all other such faculty, shall be paid the overload rate currently in effect for full-time teaching faculty whenever they accept a contract to teach outside of their normal 35-40 hour week. In case of an overload involving both laboratory and credit hours, the overload shall be considered as a credit hour overload. Payment shall be made in the regular check over the instructional period. It is expressly understood and agreed that overloads shall be undertaken only under exceptional circumstances.

In determining whether individual faculty have maintained full-time load levels in any given semester, the anticipated credit or lecture/lab hours for the entire academic year shall be added together. In cases where, for whatever reason, an individual faculty member does not teach at full-time load after combining the Fall and Spring Semester hours, they may make up the deficiency with Summer Session courses. In the event that a faculty member experiences an unanticipated load reduction, the College with mutual agreement of the faculty member and the Association, may in its discretion reduce teaching load at a prorated salary. Full salary increments and full fringe benefits will remain intact. Other than the reduced teaching load, all other faculty responsibilities would remain unchanged.

**5.5.1** Normally, overload pay will not be assigned until the Spring semester, when it can be determined with certainty that 30 credit hours or 32 lecture/lab hours for the academic year will be exceeded.

An exception to the above may be made for those individuals who have historically exceeded the load limits in the past, in which case payment will be made each semester. Said exception will not be unreasonably withheld.

## **5.6 Regular Course Preparation and Special Courses**

**5.6.1 Regular Courses:** In some programs and subject matter areas, the number of preparations assigned to an instructor per semester may vary according to the needs which may require an instructor to have more than two preparations. Two preparations per semester, however, continues to be the objective toward which those having the responsibility of scheduling and planning should strive.

**5.6.2 Special Courses:** The teaching of credit or non-credit courses, mini-courses, modular courses, or other special courses may be a part of their regular teaching load if they're teaching below the 15 credit or 16 lab hour limit, provided they are within the instructor's area of competence.

## **5.7 Distance Education**

### **5.7.1 Definitions.**

**Distance Education** (hereafter referred to as DE) refers to instruction which links any Jamestown Community College (JCC) campus or other JCC instructional sites to one another and/or to remote facilities located at off-campus locations. It shall include but not be limited to interactive video transmission, online courses, blended/hybrid courses and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

Synchronous DE courses are generally live interactive video transmissions to one or more instructional sites.

Asynchronous DE courses are those that are not conducted in real time. The course content, assignments, and all student/student or student/faculty interaction is conducted online via computer over the internet.

A blended/hybrid course is one that is scheduled to have its faculty member meet with their students synchronously (either in a classroom or with a distance connection) for a portion of the allotted seat time, with the remaining seat time devoted to students working on class materials or participating in discussion within a secure website over the Internet.

**5.7.2 Intellectual Property Rights** - Shared between the College and the faculty member. Faculty member has "ownership" with regard to revisions and the ability to "take the course with them" if they leave JCC. The College retains the right to assign a developed course to another instructor after the author has had the opportunity to teach the course for one semester.

### **5.7.3 Course Development**

**a. Online Courses** – A course is considered developed after it has been reviewed by the technology-enhanced instruction team for completeness and is approved for release to students by the appropriate Dean. The course must be submitted to the technology-enhanced instruction team at least three weeks prior to the "go live" date for review. All critical components of the online course must be created before the course is considered ready to release to students. This includes:

- Creating all course information documents/syllabus information
- Constructing a detailed course schedule with assignment due dates
- Identifying all readings and resource materials

- Setting up all learning modules
- Designing and uploading all learning activities and their directions such as:
  - mini-lectures, course notes, and other reference material with appropriate copyright permissions
  - discussion questions, debate topics, case studies, or small group projects
  - assessments, quizzes, or exams

**5.7.4 Compensation.** In addition to normal payment for teaching a course, a faculty member will receive one (1) credit hour of pay for the initial development of a three (3) credit hour online course. Any additional offering of that course will be compensated at the normal rate. Compensation for developing courses with fewer or more than three (3) credit hours will be prorated based upon credit hours.

- a. A faculty member who is approved to modify an online course developed by a different instructor will be compensated a half (1/2) credit hour per three (3) credit hour course with pro-ration as noted in the above paragraph.
- b. Bargaining unit members who develop an online course will be expected to teach that course the first semester it is offered. Faculty hired before September 1, 2000 may be assigned to teach online courses as part of their regular course load on a voluntary basis.
- c. Deadlines for Payment for Cancelled Courses – Payment for approved initial development or approved modification of an online course which is cancelled will be provided only for online courses cancelled at the initiative of the college after certain dates. Cancellation dates before which no compensation for initial development or modification of online courses will be paid are June 1 for fall semester courses, November 15 for spring semester courses, and March 15 for summer session courses.
- d. Further, compensation for approved initial development or approved modification of an online course cancelled by the college after these dates will occur upon delivery by the faculty member of the course product associated with initial development or modification. (See Course Development 5.7.3 for description of a fully developed course product.) Such product may be submitted for review and approval through the end of the instructional period during which the course would have been taught. Payment will occur after approval of the submitted course product.

**5.7.5 Class Size.** Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the Dean/coordinator, and the administration, the final determination on class size shall rest with the Administration, compatible with the concept of quality education and manageable class size consistent with the DE format utilized.

**5.7.6 Training and Technological Support.** The College shall provide access to training for faculty involved in DE activities. Faculty who receive training in the technology, special skills and methods necessary for instruction in the DE environment may apply for faculty development funds to attend such training (See section 12.9.5 and Appendix E)

**5.7.7 Computer Privacy, Monitoring, and Review Policies.** To the extent possible in the electronic environment and in a public setting, a user's privacy will be honored. However, it should be understood that material on the college server or on college desktop equipment is college property (except as may be owned by another in accordance with intellectual property rights). Material may be subject to subpoena or an application to review records under the Freedom of Information Law, and it may be taken by the College (see below) or locked from user access. Also note, this material is not totally secure from unauthorized viewing or editing. While the College will make every effort within its resources to prevent unauthorized access, it cannot guarantee

the result and users should not have an expectation of privacy in anything they create, store, send, or receive on the computer system.

**5.7.8 Monitoring and Review Policy** - The College does not monitor or review the content of electronic mail transmissions, files, or other data maintained in its computing resources, except as stated below:

a. Monitoring and/or review may occur in connection with a specific investigation of the violation of law or College policy and procedures and when there is reasonable cause, in the estimation of the College President or his designee, to believe that the suspect is committing such a violation. Prior to a search of files, the computer will be secured and the individual who is the subject of the investigation shall be notified and offered the opportunity to be present during the search unless extenuating circumstances prevent it.

b. Monitoring and/or review may occur by technology staff to assure system security, performance, and maintenance. Technology staff are directed to respect privacy and keep confidential the contents of any message read but should this reveal any activity that violates the law or college policy, an investigation will be initiated.

c. Monitoring and/or review may occur by the College in order to comply with subpoenas, litigation discovery demands, requirements of state and federal contracts, applications to review records under the Freedom of Information Law, and other compliance required by law, rule, or regulation.

d. Monitoring and/or review may occur during the absence of an employee in order to conduct the ordinary business of the College.

**5.7.9 Imported Courses:** Associate degree credit courses covering topics not currently being taught shall be subject to the College's "selected studies" curricular review process for new courses.

## **5.8 Class Size**

In order to achieve maximum teaching effectiveness, permit experimentation, and develop student potential, the exact class size is not set forth in the main body of this Agreement. Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the Dean/coordinator, and the Administration. The final determination on class size shall rest with the Administration, compatible with the concept of small class size, not to exceed thirty-five (35) in most cases, for the life of this Agreement. The average student/faculty ratio for the college shall be planned to be no less than 18.5/1.

## **5.9 Part-Time Faculty**

The Administration and faculty of the college desire to ensure quality instruction at all locations where the curriculum is taught. To achieve this objective, the college will strive to limit the use of part-time faculty to twenty-five percent (25%) of the teaching workload.

**5.9.1 Salary:** Part-time faculty with credit teaching assignments shall be compensated according to the appropriate grid in Appendix F.

**5.9.2 Adjunct Salary Matrix:** The adjunct salary matrix can be found in Appendix F of this agreement.

The Association and the college will jointly develop a notice to be provided to all adjunct faculty along with a timeline to respond for placement on the appropriate row/column of the adjunct matrix. The college will be responsible for verifying the number of hours taught. The Association and/or individual adjunct will be responsible for reporting degrees.

**5.9.3 Placement at a Salary Level.** Part-time faculty new to the college shall be placed at a salary level within the salary range stated above at the discretion of the Dean and the Vice President of Academic Affairs. In placing the new part-time instructor at a level, the following criteria shall be used:

- a. The instructor's educational background.
- b. The instructor's experience in teaching and in work related to their teaching area.
- c. The instructor's promise for successful performance in teaching.
- d. Such other relevant factors as deemed important by those placing them at a level.

**5.9.4 Advancement in Salary:** Part-time faculty shall be advanced in salary as their service to the college grows more valuable. Their value will be determined by regular written evaluations of their teaching effectiveness, individual work with students, and participation in workshops and other activities for part-time faculty.

**5.9.5 Adjunct Faculty Course Assignment(s):** When assigning courses, Academic Directors and Coordinators will consider teaching assignments of Senior Adjuncts but are not obligated to guarantee an assignment.

**5.9.6 Part-Time Faculty Development:** (See Section 12.9.5) A sum, as indicated in Appendix E, each year for the duration of the contract shall be set aside to fund Faculty Development for part-time faculty members. Use of this fund is according to Appendix E – Fund for Faculty Development.

#### **5.9.7 Adjunct Faculty Recognition and Awards**

- a. **Senior Adjunct** – A part-time faculty member who has completed 72 credit hours of work with the College will earn the designation of Senior Adjunct. Retired full-time faculty that continue to teach for the College will also be recognized as Senior Adjuncts.
- b. **Distinguished Adjunct Faculty Award** - The Distinguished Adjunct Faculty Award recognizes outstanding performance in teaching or professional service as well as other contributions to the College among members of the adjunct faculty. This award is given to those faculty members who demonstrate achievement of certain criteria as described below.

The Distinguished Adjunct Faculty Award provides a one-time stipend of \$500 in the academic year in which it is given. To qualify to apply an adjunct must first achieve senior adjunct status per section 5.9.6(a).

**Criteria:** The following four criteria are required. Criteria 2 and 4 are very specific while criteria 1 and 3 include a list of ways that they can be met. Appropriate substitutions may be acceptable and adjuncts should check with their Dean or supervisor if they have any concerns. To receive the initial Distinguished Adjunct Faculty Award, adjunct faculty should submit to the respective Dean, or, for library faculty, the director of libraries, a portfolio which clearly addresses each of the following criteria by March 15.

1. **Availability to students** - This criterion is observable: office hours, special meetings, e-mail, phone.
2. **Evaluation of teaching/professional service** - This criterion is measureable: a minimum of six sections of student evaluations collected over at least two years, recent peer evaluation, classroom visit evaluation, a review of two or more years of syllabi, supervisor's evaluation of professional services. Examples of new teaching techniques/approaches could also be submitted.
3. **Cooperation/Collegiality** – This criterion is observable: e.g., attendance at division and discipline team meetings, responding to requests of the supervisor, following policies of the college and contributes time and advice, works well as a team member. This may include contributions to college recruitment/retention efforts.

4. **Professional Development** – This criterion is measurable: At least fifteen hours of workshops, mini-workshops, individual instruction sessions, DL sessions, online opportunities, etc., taken within three years of application, and related to the courses taught.

There is no limit to the number of faculty who may receive this award. Each year the administration will submit a list of applicants and awards to the Executive Committee of the Faculty Association by June 1.

In subsequent years, faculty who have achieved this award and who participate in at least one faculty development activity during the fiscal year will receive a stipend of \$75 each semester and summer in which they teach a minimum of 3 credit hours. Adjunct faculty need to prompt the extra pay in subsequent years by submitting the Verification of Professional Development form to the respective Dean, or, for library faculty, the director of libraries by August 1<sup>st</sup> for the current summer and the immediately preceding spring and fall semesters.

#### **5.10 Tuition Waiver**

A Faculty member shall earn a number of credit hours equivalent to the credit hours which they teach in an academic year. These credit hours may be taken in course work at no charge by the faculty member or their dependents if taken within five (5) years from the time the credits are earned.

#### **5.11 Summer Faculty Assignments**

Compensation for a full-time faculty member for summer teaching shall be computed at the overload rate per calculated credit hour.

#### **5.12 Academic Year and Calendar**

The normal work period for members of the faculty shall be as indicated on the academic calendar. The academic calendar year shall be developed cooperatively by the parties and become an Appendix to this Agreement. Such calendar or educational program(s) shall contain the proper number of days (hours) required to effectively orient, register, instruct, evaluate, and graduate students and be subject to regulations prescribed by SUNY and the Department of Higher Education of the State of New York. Faculty members shall return to the college campuses on the dates indicated on the calendar and shall be available as necessary to implement such educational program(s); variations can be mutually agreed upon between the faculty member and the Deans, and/or the appropriate administrator.

#### **5.13 Professional Faculty Responsibility**

All faculty members shall be considered responsible for their primary duties of teaching or providing services. It is expected that all full- and part-time faculty members will meet all classes. In case of “planned” absence, approval by the Dean, or the appropriate Vice President, must be obtained at least fourteen (14) days in advance, or as early as possible, using the Request for Prior Approval Form. Planned absences may include such occasions as professional travel, medical appointments, or similar pre-arranged or unavoidable scheduling conflicts. Approval for an absence of a purely social or personal nature such as vacation travel may be denied at the Dean’s discretion. Failure to properly secure approval for planned absences may subject the faculty member to progressive discipline for non-compliance with college procedure.

**5.13.1** It is understood that no faculty member shall engage in either compensated or non-compensated activities outside of the college which limit or diminish the faculty member’s availability to teach, to consult with students, or to carry out other professional responsibilities.

**5.13.2** It is expected that the full- and part-time faculty will assume responsibility in helping Administration carry out rules and regulations concerning the proper conduct of students as outlined in the Student Handbook.

**5.13.3** Faculty are encouraged to attend extracurricular activities.



**5.13.4** The college **5.13.4** The College values the faculty role in the formulation of academic policy and college governance.

**5.13.4.1 Committee Obligations.** It is required that faculty members serve on at least one committee, either a Standing Committee of the Faculty (listed in the faculty bylaws) or other committee approved by the Academic Affairs Council (AAC). Management has the right to determine if an assignment fulfills the committee obligation criteria.

Committees of the Faculty Association do not meet this obligation. ~~Serving as chair of the faculty meeting does not count towards fulfilling committee obligations.~~

Once a faculty member joins a committee, it is expected they will remain for the duration of the academic year.

Faculty who receive release time for leading an approved committee are required to serve on an additional approved committee.

**5.13.4.2 Other faculty expectations.** Attendance at faculty and division meetings and all formal academic events of the college is expected. Formal events shall be those in which academic regalia is worn.

**5.13.5** Faculty members are expected to maintain a minimum of eight (8) office hours per week which may include consultation with students at other locations. Unless otherwise agreed, all faculty are expected to maintain office hours on campus up to and including the last day of each semester. These hours are to be scheduled at the beginning of the semester over at least three (3) days per week, should be consistent throughout the semester, and posted in accessible locations. Any exceptions would need to be approved in advance by the division Dean. All part-time faculty shall maintain one (1) office hour per week for each section taught.

**5.13.6** Faculty are responsible for those tasks which are not specifically mentioned in this agreement, but which have an obvious relationship to the position they hold and which are considered just and reasonable by both the Dean and the Vice President of Academic Affairs, or the Vice President of Student Affairs. Such responsibilities may include, but are not limited to participating, during the academic year, in student orientation, advisement activities, open houses, recruitment activities, and registration. When teaching, full- and part-time faculty are expected to maintain student academic records; to submit census reports, grades, and course syllabi; and to refer students, when appropriate, to various student support services. Tasks may be assigned to the faculty by other members of administration, but projects involving significant time and resources must be coordinated first through the faculty member's chain of command.

**5.13.7** The Deans and Vice Presidents, as appropriate, shall assist faculty members in meeting these professional responsibilities. Continued failure to meet these responsibilities may result in disciplinary action (see Progressive Discipline section). If corrective actions are not taken by the faculty member, other appropriate sanctions, including termination in accordance with Article VIII, may be used.

**5.13.8** Full- and part-time faculty members shall be expected to comply with all college policies and procedures, as well as local, state, and federal laws and regulations related to the college, its students, and its employees. The college may formulate policies related to its responsibilities to carry out such laws and regulations and may stipulate sanctions for violations of such policies (see Progressive Discipline section). Formulation of such policies shall include faculty participation and such policies shall be distributed to all faculty members.

## **5.14 Sponsoring of Student Activities**

The college encourages the development of various special interest clubs, social functions, and organizations. Faculty are encouraged to serve as advisors to clubs and organizations, and such contributions to the college, while voluntary, will be considered in matters of promotion and tenure. While advisors to such clubs

and organizations should normally come from within the ranks of faculty, in situations where a special expertise is needed the Administration may recognize a suitably qualified outside person to act in such a capacity.

### **5.15 Split Site Assignments**

Each full-time faculty member will be assigned a main work site. When they are assigned a teaching load that is split between that main work site and another campus or extension center, the college will either provide transportation via college car or reimburse the faculty member at the mileage rate in Section 12.9.6 of this agreement. This reimbursement will be for miles traveled above and beyond those usually required to get to and from work. Prior to assigning a faculty member away from their main work site, the Administration will consult with the Dean and the faculty member.

### **5.16 Advisee Load**

The maximum advisee load shall be forty (40). Individual advisors may take on a number of advisees in excess of the maximum number voluntarily.

### **5.17 Assessment Day**

- a. Two additional common days of work at a college location each year that are mutually agreed upon.
- b. Faculty assessment days held in January will be conducted via distance technology at all three college locations.
  - i. Faculty will be expected to be present at one of the college locations on assessment day held in January.
- c. The second faculty assessment day will be held at an alternating common location.
- d. Days will be published in advance.
- e. Focus of the two days is coordinated activity related to student learning outcomes assessment.
- f. Payment for extra days will be at the overload rate.
- g. As part of their regular work days, full-time faculty on 12-month contracts are expected to participate on these days.

### **5.18 Director and Coordinator Day**

- a. One day each year that is mutually agreed upon.
- b. It will be a common day with a common location.
- c. Date will be published in advance.
- d. Focus of the day is collaborative work regarding leadership, planning, and visioning for the future.
- e. Payment for this day will be based on the overload rate.
- f. As part of their regular work days, full-time Directors, and Coordinators on 12-month contracts are expected to participate.

### **5.19 Shared Positions**

The college may, at the request of faculty members, convert any full-time positions into a 'shared position' subject to the approval of the President of the college.

**5.19.1** For purposes of this agreement, the term 'shared position' shall mean a full-time faculty position, formerly held by one individual whose responsibilities shall be divided and shared with one or more additional persons.

**5.19.2** Those full-time faculty members occupying shared positions shall receive a pro-rata salary based upon a full-time annual rate. In the event an incumbent full-time faculty member's position is converted to a shared position, the incumbent shall receive all fringe benefits previously received as a full-time faculty member and the new designated faculty member(s) sharing responsibilities shall receive such fringe benefits as funding allows. Except in extraordinary circumstances, the cost of the shared position arrangement, including salary and benefits, shall not exceed the total cost of the original position.

**5.19.3** During this period, seniority and credit toward sabbatical leave shall accrue as if the incumbent were full-time.

**5.19.4** All faculty contracts for shared positions shall specify the term of the position and guarantee the right of the incumbent to recapture full-time status.

**5.19.5** Those faculty members in shared positions shall have the full range of responsibilities of full-time faculty members including involvement in collegial governance and student advisement.

**5.20 College Connections:** College Connections faculty liaisons are responsible for ensuring that JCC courses taught in the high schools are consistent with the courses taught on campus. Faculty liaisons coordinate academic and professional development activities with secondary instructors who teach concurrent enrollment courses. They also help to ensure that the highest quality concurrent enrollment courses align with the National Alliance of Concurrent Enrollment Partnership (NACEP) standards. Current or former full-time or part-time faculty who possess thorough knowledge of the department's curriculum, teaching methods, and academic standards are eligible to serve as College Connections Faculty Liaisons. No faculty shall be required to serve as a College Connections Liaison.

**5.20.1 College Connections Liaison Responsibilities:**

- a. Conduct classroom observations and/or interviews and make recommendations for approval, provisional approval, or denial for potential instructors. (to meet accreditation standard F1)
- b. Orient new instructors and introduce them to course philosophy and competencies, and assist with the implementation of curriculum, textbook/materials, course prerequisites and requirements, assessment criteria, and course syllabus prior to the start of the course. Training materials must be approved by the Director of College Connections (to meet accreditation standard F2).
- c. Develop a good working relationship with College Connections instructors. Liaisons serve as mentors for College Connections instructors and help them feel a part of the JCC academic community.
- d. Review syllabi and assessments and offer specific support to strengthen alignment when applicable. (to meet accreditation standard A1)
- e. Submit a course oversight form for each College Connections instructor supervised for each different course taught per term (to meet accreditation standard C3).
- f. Conduct classroom observations the first two times a new instructor teaches a course and at least once every three years thereafter to observe teacher/student interaction, briefly discuss student expectations, college coursework and provide mentorship opportunities for instructors.
- g. Provide 1 day annually of discipline-specific professional development opportunities for ongoing, collegiate interaction, to address course content, delivery, assessment, evaluation, and/or research and development in the field. Document attendees and summarize the minutes of the workshop (to meet accreditation standard F3).
- h. Ensure that the courses taught in the high school are equivalent to those taught on campus at JCC. If the liaison observes or becomes aware of any practices that are not in alignment with those expected of JCC faculty and students, it is the liaison's responsibility to work with that instructor and director of College Connections to correct the problem.
- i. Attend annual College Connections faculty liaison meeting.

**5.20.2 College Connections Compensation**

- a. Liaisons are compensated at .25 times the overload rates for instructor approval and orientation. This is equivalent to 8.75 hours of work. If significant work has been performed in the credential review process, a contract will be issued for the work.
- b. Liaisons are compensated at .25 times the overload rate for each high school teacher supervised for each different course taught per semester. This is equivalent to 8.75 hours of work per course. For example:

- **Scenario 1:** Liaison supervises high school teacher who is teaching two sections of ENG 1510. That faculty member receives .25 times the overload rate.
  - **Scenario 2:** Liaison supervises high school teacher who is teaching one section of ENG 1510 and one section of ENG 1530. That faculty member receives 2 x .25 times the overload rate.
- c. Liaisons may receive an additional payment of a maximum of one (1) times the overload rate if it is deemed that up to 35 hours additional time will be required. To qualify for this additional payment, the liaison must discuss the need for this additional intervention with the Director of College Connections prior to beginning this work.
  - d. Liaison and mentor activities are paid 50% bi-weekly at the beginning of the semester with a 50% lag paid at completion of duties. The first biweekly payment will be paid to the liaison no later than the last payroll of October for fall semester courses and no later than the first payroll of March for spring semester courses. This schedule assumes timely electronic acknowledgement of the contract by the liaison through the FLAC process. Full year courses will follow the fall semester payment process. The final 50% payment is made upon receipt of the following documentation at the end of each term:
    - i. Instructor syllabi for each College Connections course.
    - ii. Observation form or course oversight form. The completed classroom observation form must be signed by both the liaison and the high school teacher or acknowledged by both via email. The course oversight form must include a summary of course/instructor discussions which share issues, solutions, concerns and/or other interactions that the liaison had with the instructor during the year that constitute oversight.
    - iii. Agenda, attendance, and minutes of professional development workshops from the current semester and/or the full year.
    - iv. Submission of semester-end report
  - e. All documentation for the 50% payment and mileage reimbursement must be submitted by no later than January 30 for fall courses and by no later than June 30 for spring and full-year courses.
  - f. Mileage shall be paid to faculty members at the federal IRS rate.

## **ARTICLE VI—APPOINTMENT AND TENURE POLICIES**

### **6.1 Appointments**

Initial appointments shall be designated tenured, term (tenure-line), or term (non-tenure-line).

**6.1.1** Term (tenure-line) appointments will lead to a decision for or against the granting of tenure after a probationary period as described in 6.3.

**6.1.2** The college may make term (non-tenure-line) appointments (a) to replace faculty members on leave, (b) if resignations of faculty members are submitted after the contract return date, (c) if unexpected enrollment changes occur, (d) for positions funded through sources other than the college's operating budget, and (e) to replace faculty members whose teaching responsibilities are reduced because of other college assignments, such as appointments to Dean, coordinators, or directorships, and (f) to implement short-term initiatives, or to address emergent needs or pursue new academic directions. In the cases of (d) and (e) only, the college may offer as many as six annual term (non-tenure-line) contracts. The college agrees to inform the Executive Committee of the Faculty Association as soon as practicable in advance of posting term (non-tenure-line) contracts.

**6.1.3** All term (non-tenure-line) annual contracts can only be renewed for five (5) annual appointments after which time the position must be converted to term (tenure-line) or closed. A term (non-tenure-line) faculty member will receive credit for time served if they later receive a tenure-line appointment.

If a term (non-tenure-line) position is subsequently converted to a tenure-line position, the incumbent term (non-tenure-line) faculty member will be given consideration in hiring, provided they meet the minimum qualifications for the position.

**6.1.4** For those hired into term (non-tenure-line) positions, salary and benefits will accrue in accordance with current provisions of the faculty contract, with these exceptions:

- Leaves of absence would not be available, except as allowed by law. (FMLA)
- Reduced load options are not available
- Separations from employment by individuals in these positions will not be considered retirements.

## **6.2 Terms and Conditions of Appointments**

The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the college and the candidate before the appointment is consummated. These terms shall include the following where they apply: nature of the appointment, academic rank, salary, assignment to a division, the total number of years accumulated toward tenure and how much, if any, prior service the college will recognize.

## **6.3 Probationary Period**

Beginning with the appointment to the rank of full-time instructor, or a higher rank, the probationary period shall not exceed four (4) years, except as noted in 6.1.2. Prior service in the other accredited collegiate institutions may be included in a probationary period or a faculty member may receive a continuing contract as a condition of their appointment with the approval of the HRPST Committee. Service at JCC or other accredited collegiate institutions must have occurred within the previous five (5) years prior to the probationary period.

**6.3.1** During the probationary period, a faculty member shall have the academic freedom that all other members of the faculty have.

## **6.4 Notice of Non-Reappointment**

Notice of non-reappointment, or of intention not to recommend reappointments to the Board, shall be given no later than March 31 in the case of an appointment expiring at the first year for faculty whose service begins in the fall semester and June 15 for faculty whose service begins in the spring semester. During the second, third, and fourth year of service, such notice shall be given on the last day of February. Tenure year review for faculty whose service begins in the spring semester will be done within the month of February and notice will be sent per this section. Tenure will commence at the beginning of the spring semester with the completion of four years per Section 6.3 Probationary Period.

## **6.5 Termination—Adequate Cause**

Termination for adequate cause of a continuous appointment or the dismissal for adequate cause of a faculty member previous to the expiration of a term appointment shall be in accordance with Article VIII of this Agreement.

## **6.6 Termination—Financial Exigency**

Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide, in consultation with the Association negotiating team, to include changes in the educational programs and services, lack of financial support or significant decreases in student enrollment over a period of time as indicated in the following notification schedule. The Administration shall assume a relationship between student enrollments and the number of college employees.

**6.6.1** If it appears that a tenured position must be retrenched, the tenured faculty member will be notified by November 15 that it appears a contract will not be issued on February 28. Failure to notify a tenured faculty member by November 15 will result in a contract being issued on February 28 for the next academic year.

## **6.7 Issuance of Contract Letters**

The last date for issuance for annual contract letters shall be no later than the last day of February, with the exception of first year faculty per Section 6.4, and the contracts shall be signed and returned no later than two (2) weeks from the date of issuance.

### **6.8 Replacements and Externally Funded Positions**

Sections 6.4 and 6.7 of this Article do not apply to replacements, externally funded, or term (non-tenure-line) positions. Appointments to these positions will be subject to funding and staffing needs. If a permanent position becomes available, it is understood that appointments will be subject to affirmative action requirements. If appointed to a permanent position, prior service at the college will be counted toward tenure and seniority, with HRPST review of salary. Effective from the beginning of the 2002-2003 academic year, prior full-time service in a relevant academic area within the previous five years will be counted toward tenure.

### **6.9 Seniority**

The number of full-time years of service with the faculty rank of instructor or above, beginning with the effective date of the initial contract for a tenure-line position, determines seniority at the college. Seniority acquired prior to 1984-85 by faculty in non-tenure-line positions will be maintained. Effective with the 1984-85 academic year, seniority will not accrue for any faculty member in a non-tenure-line position. Seniority shall cease at the time of resignation from the college. In cases of retrenchment, seniority shall be used to establish the order of retrenchment. Seniority shall be applied in areas of demonstrated competence. When faculty are being considered for full-time assignment to new areas of teaching, the following definition and procedures shall prevail:

- a. Faculty with years of service who begin teaching in new areas will continue to accrue seniority at the college.
- b. Faculty can be assigned full-time to new areas of teaching competency only by HRPST Committee action. In making a decision, HRPST will consider the recommendation of the division, the needs of the college, and the needs of the individual.
- c. Faculty need not establish competency for courses already taught. They may use prior study, leaves of absence, sabbaticals, faculty development work, and appropriate experience to determine new areas of competency.

### **6.10 Seniority and Recall**

In cases of retrenchment, seniority shall be used to determine the order of retrenchment at the campus suffering the financial exigency. The Jamestown Campus and the Cattaraugus County Campus shall each have separate seniority lists. If it becomes necessary to transfer faculty members from one campus to the other, they shall carry their seniority with them. However, no faculty retrenched from either campus shall oust full-time, continuing contract faculty from the other. The above provisions are meant to apply to 'non-teaching' faculty members of the Association, as well as to 'teaching' faculty.

**6.10.1** The college shall make every effort to re-employ within the institution in some other positions for which they are qualified those persons whose services have been terminated. A tenured faculty member retrenched for financial exigency will have the right of first refusal if their position is reinstated. This right shall be applicable for two years from the date that their employment ends. Upon recall, the affected faculty member shall be returned to a salary and benefits level containing no less than 75% of the negotiated salary increases and 100% of the negotiated benefits attained by actively employed faculty during time of retrenchment.

**6.10.2** The college will conduct a comprehensive review of the seniority of its faculty annually. A comprehensive list will be developed and made available to employees upon request, with a copy going to the Faculty Association. The college will provide an updated seniority list to the Association no later than November 1 of each academic year.

## **ARTICLE VII—PROGRESSIVE DISCIPLINE**

### **7.1 Introduction**

The purpose of this section is to provide for a prompt, equitable, and efficient procedure in the event of the discipline of faculty association members short of dismissal. No bargaining unit member shall be disciplined unless for just cause. The primary goal of implementing these measures is corrective; however, nothing in this Agreement prohibits the College from imposing whichever level of discipline the College believes appropriate under the circumstances. Prior to initiating the process described below the President or their designee, will attempt to resolve matters of discipline informally.

### **7.2 Verbal Counseling**

A method (non-disciplinary action) which will be handled in private, verbal counseling will not be subject to the grievance process.

### **7.3 Written Counseling**

A method (non-disciplinary action) used to inform employee of unsatisfactory work performance or unacceptable conduct and, where appropriate, any action deemed necessary to prevent further occurrences. The Dean/Vice President will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. If warranted, the Dean/Vice President will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Such written counseling memorandum is placed in the employee's personnel file. The written counseling is not subject to the grievance procedures but may be rebutted within 5 working days following receipt of the written counseling memorandum. Written rebuttals, if any, will be filed in the personnel file along with the written counseling memorandum.

Upon approval of the Executive Director of Human Resources and the Vice President of Academic Affairs or the Vice President of Student Affairs, as applicable, written counseling memoranda, including associated written rebuttals, if any, may be removed from the employee's personnel file and rendered completely null and void upon written request of the employee and at least two (2) years after the date the written counseling memorandum was reviewed by the employee. Employee requests for such removals must be made in writing to the Executive Director of Human Resources.

### **7.4 Written Reprimand**

A disciplinary action used to inform the employee of unsatisfactory work performance or unacceptable conduct and stating that further occurrences are subject to further disciplinary action up to and including termination. The Dean/Vice President will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. The Dean/Vice President will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Written reprimands are subject to the grievance procedures. The written reprimand, and any rebuttal from the employee presented during the grievance process, is placed in the employee's personnel file.

**7.5 Suspensions** means the temporary removal with pay, of a bargaining unit member from the performance of their duties pending determination of charges. The Vice President will conduct a meeting with the employee to review the performance or conduct at issue after the issuance of written charges to the employee. The employee has a right to union representation at the meeting. The Vice President will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension. All documentation of suspensions is filed in the employee's personnel file. Discipline imposed under this paragraph is subject to the grievance procedures and arbitration.

### **7.6 Charges**

Should charges be brought forward by the College after its investigation, the College has available the following options:

**7.6.1** Suspension without pay for no longer than one week (1<sup>st</sup> incident)

**7.6.2** Suspension without pay for no longer than three weeks (2<sup>nd</sup> incident of same issue)

### **7.7 Review of Charges**

The Vice President will conduct a meeting with the employee to review the charges being brought forward. The employee has a right to union representation at the meeting. The Vice President will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension without pay. All documentation of suspension without pay is filed in the employee's personnel file. Discipline imposed under this paragraph is subject to the grievance procedures and arbitration.

### **7.8 Written Notice of Charges**

A bargaining unit member subject to discipline, including suspension, shall receive a written notice of charges, specifications, and proposed penalty. No disciplinary proceedings shall be commenced more than nine (9) months after the occurrence alleged of the complaint.

### **7.9 Rights Under Article VIII**

Nothing contained in this section limits the College's ability to exercise its rights under Article VIII of the contract.

## **ARTICLE VIII—STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS**

### **8.1 Procedural Recommendations**

The following statement on Procedural Standards in Faculty Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the 'academic due process' that should be observed in dismissal proceedings.

### **8.2 Preliminary Proceedings Concerning the Fitness of a Faculty Member**

When a reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers shall discuss the matter with them in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, an ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations shall informally inquire into the situation, to effect an adjustment, if possible, and if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses their conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated by the President and the faculty committee. If there is disagreement, the President or their representative shall formulate the statement.

### **8.3 Commencement of Formal Proceedings**

The formal proceedings shall be commenced by a written communication addressed to the faculty member by the President, informing the faculty member of the statement formulated, and informing them that, if they so request, a hearing to determine whether they should be removed from their faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare their defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded them. The faculty member shall state in reply whether they wish a



hearing and, if so, shall answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

#### **8.4 Hearing Committee**

The Committee of faculty members to conduct the hearing and reach a decision shall be an elected committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the faculty member has been sent. The choice of members of the hearing committee shall be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee shall elect its own chairperson.

#### **8.5 Committee Proceedings**

The committee shall proceed by considering the statement of grounds for dismissal already formulated and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether they should be removed; otherwise, the hearing shall go forward. The committee, in consultation with the President and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

**8.5.1** The President shall have the option of attendance during the hearing. They may designate an appropriate representative to assist in developing the case, but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

**8.5.2** The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional rights set forth in the 1940 Statement of Principles of Academic Freedom and Tenure, and shall have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or their counsel and the representative designated by the President shall have the right, with reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to them. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as their statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

#### **8.6 Consideration by Hearing Committee**

The committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or their counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, when it feels that a just decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the President's office.

#### **8.7 Consideration by the Board of Trustees**

The President shall transmit to the Board the full report of the hearing committee stating its action. On the assumption that the Board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the Board chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall either be sustained or the proceedings be returned to the committee with objections specified in writing. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary.

It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the governing body make a final decision overruling the committee.

## **8.8 Publicity**

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

# **ARTICLE IX—GRIEVANCE PROCEDURES, FULL- AND PART-TIME FACULTY**

## **9.1 Preface**

It is specifically understood and agreed that a grievance shall be clearly identified as such by the faculty member and understood to be such by the administrator with whom the first step of the procedure takes place.

**9.1.1** This grievance procedure shall in no way interrupt or interfere with regular discussions of problems or situations which normally take place between a faculty member and an administrator. It is recognized that during such informal discussion relating to fact the problem may be resolved, and a grievance, even in the informal first step, will normally occur only when and if such discussion fails to resolve the problems. However, a faculty member may, if they wish, file a grievance at once provided they clearly identify it as such.

### **A. Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board, the President, the Administration, and the faculty of the college is essential to the operation of the college, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

## **9.2 Definitions**

A grievance is a claim, by the Association or any faculty member or group of faculty in the negotiating unit, based upon any claimed violation, misinterpretation, mis-application or inequitable application of the following: a) laws, b) rules or regulations having the force of law, c) this Agreement, and d) policies, rules, by-laws and regulations of the Board and/or President.

**9.2.1** The term 'supervisor' shall mean any Dean, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

**9.2.2** The Chief Executive Officer is the President of the college.

**9.2.3** 'Association' shall mean Jamestown Community College Faculty Association.

**9.2.4** 'Aggrieved party' shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

**9.2.5** 'Party in interest' shall mean the Association and any party named in a grievance who is not the aggrieved party.

**9.2.6** 'Grievance Committee' is the committee created and constituted by the Association.

**9.2.7** 'Hearing officer' shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

### **9.3. Procedures**

All grievances shall be in writing and shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

**9.3.1** Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the faculty member and the Association.

**9.3.2** The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all parties in interest a reasonable opportunity to attend, and parties in interest who are present during working hours shall be excused from duty without loss of pay. Every effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

**9.3.3** The Board agrees that it, the Trustees, the President, and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records relating to the grievance concerning the alleged grievance.

**9.3.4** Except as otherwise provided in Sections E-1a and 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them, to testify and to call witnesses on their behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

**9.3.5** No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the Chief Executive Officer and/or by any other member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

**9.3.6** Forms for filing grievances shall be developed by the Association and the Administration and shall be filed with the Chief Executive Officer of the college, the Association Executive Committee, and the Association Grievance Committee. Such forms shall remain in effect until the Association and the Administration jointly agree to change the forms. The development of said forms shall not delay any grievance. After agreement upon the forms, the Board and the Administration shall have them printed and distributed to the aforementioned parties, and upon request, to members of the faculty, to facilitate operation of the grievance procedure.

**9.3.7** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

**9.3.8** Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of the contract agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

**9.3.9** In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by them, together with a copy in writing of their decision in the proceeding. Said papers will be served upon the Grievance Committee of the Association within a reasonable time after the rendering of the decision by such hearing officer. The Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

**9.3.10** The Association's Grievance Committee shall be entitled to at least two (2) working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if so requested by the grievant during the hearings on such grievances even though it does not represent the aggrieved party.

**9.3.11** Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of their own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights herein before set forth in such cases and providing, further that Stage 3 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

**9.3.12** Any and all notices which this Grievance Procedure requires to be given to the Board, Chief Executive Officer or administrators may be delivered to the Chief Executive Officer of the college or, in their absence, to the person then in charge of his office.

#### **9.4 Time Limits**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

**9.4.1** Grievances will be initiated at the first available stage within forty (40) working days after the faculty member actually knows of the act or condition on which the grievance is based.

**9.4.2** If a decision at Stage 1 or Stage 2 is not appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

**9.4.3** Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, their representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

**9.4.4** In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as is possible.

#### **9.5 Stages of Grievance Procedure**

##### **9.5.1 Stage 1: Supervisor--Informal**

A faculty member having a grievance will discuss it with their immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with

all parties in interest. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

#### **9.5.1 Supervisor - Written Decision**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within the five (5) working days after the written grievance is presented to them, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, tender a decision thereon, in writing, and present it to the faculty member, their representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether their grievance shall be private or public.

#### **9.5.2 Stage 2: President (Chief Executive Officer)**

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or their representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Chief Executive Officer, or their duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative, and all other parties in interest of said date. Hearings will be commenced within ten (10) days after issuance of the notice of the meeting date by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee, and its representatives within five (5) working days after the conclusion of the hearing.

#### **9.5.3 Stage 3: Binding Arbitration**

a. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 2, or the Grievance Committee determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 2.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

c. The Chief Executive Officer and the Association will also exchange a list of persons who will be present at the arbitration hearing, specifying who will be presenting the oral argument for each party.

d. It is requested that the selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues.

e. The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violated of the terms of this Agreement.

f. The decision of the arbitrator shall be final and binding upon all parties.

g. The costs of the services of the arbitrator, if any, will be borne equally between the Association and the Board.

#### **9.6 Grievance Procedure for Dismissal**

Any faculty member alleging that their dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, or regulations, having the force of law, this Agreement, policies, rules, by-laws and regulations of the Board and/or Chief Executive Officer and/or Administration, or violates any other constitutional or legal right of academic freedom shall have the right to

appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by notifying the Grievance Committee of the Association.

**9.6.1** In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the Administration to show adequate cause for its action.

**9.6.2** Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Administration shall present reasonable detailed and formally written charges to the aggrieved party.

#### **9.7 Time Limitation Extension**

In extenuating circumstances, the time limitation referred to in the foregoing sections may be extended to a period of time acceptable to both parties concerned.

### **ARTICLE X—WORKING CONDITIONS OF LIBRARIANS**

#### **10.1 Librarians**

**10.1.1** Librarians shall normally work 35-40 hours per week over five (5) consecutive day periods.

**10.1.2** Shall work no more than eight (8) consecutive hours, including lunch periods on any one day.

**10.1.3** Members of the library staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of library work, the librarians recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the library director. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

**10.1.4** Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the library director and approved by the Administration. If professional librarians are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or librarians shall receive extra remuneration.

**10.1.5.** Mutually agreed upon deviations from the above working conditions may be made between the director of libraries and the librarians with Administration approval.

**10.1.6** The Cattaraugus County Campus library coordinator shall receive an additional contract for additional time required prior to the academic year and beyond it and the supervision of the summer library operation. The minimum additional hours shall be two (2), and the maximum hours shall be eight (8).

#### **10.2 Director of Libraries**

**10.2.1** The director of libraries shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the director and the Vice President of Academic Affairs. They shall be entitled to all administrative holidays. These holidays shall not be counted against vacation time.

**10.2.2** Unused vacation time at the end of each fiscal year shall be forfeited. The director of libraries will be ineligible to receive payment for unused vacation days upon separation from employment.

**10.2.3** The annual salary of the director of libraries shall include the regular base salary for the academic year plus an additional 1/3 of this salary. In computing salary increases, the academic year salary shall be used as the base.

## **ARTICLE XI—WORKING CONDITIONS OF THE STUDENT AFFAIRS DIVISION, 12-MONTH FACULTY, AND 10- AND 11-MONTH FACULTY**

### **11.1 Student Affairs Division**

**11.1.1** Counseling staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of their work, the counselors recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the Vice President of Student Affairs . This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

**11.1.2** Adequate personnel are to be provided during vacation periods, including summers, as recommended by the Vice President of Student Affairs, and approved by the Administration. If counselors are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount, or counselors shall receive extra remuneration, the choice being theirs. If the counselors are not available to cover vacation and summers, it shall be the responsibility of the director/coordinators of the counseling centers to obtain substitutes acceptable to the Vice President of Student Affairs.

**11.1.3** It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) outside of their normal working hours shall be reviewed by the supervisor. Compensation shall be paid in accordance with Appendix F It will be the individual faculty's option to accept or reject such a teaching overload. If they accept the overload, they shall receive compensation at the normal overload rates for faculty.

**11.1.4** Mutually agreed upon deviations from the above working conditions may be made between the Director of the Counseling Centers and the counselors and approved by the Administration.

### **11.2 12-month Faculty**

**11.2.1** 12-month faculty shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the director/dean and/or the appropriate Vice President. They shall be entitled to all administrative holidays. These holidays shall not be counted against vacation time.

**11.2.2** Unused vacation time at the end of each fiscal year shall be forfeited. 12-month faculty members will be ineligible to receive payment for unused vacation days upon separation from employment.

**11.2.3** The annual salary of 12-month faculty shall include the regular base salary for a 9-month academic year plus an additional **3/9, or 1/3**, of this salary. In computing salary increases, the 9-month academic year salary shall be used as the base.

**11.2.4** It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) outside of their normal working hours shall be reviewed by the supervisor. Compensation shall be paid in accordance with Appendix F. It will be the individual faculty's option to accept or reject such a teaching overload. If they accept the overload, they shall receive compensation at the normal overload rates for faculty.

### 11.3 10- and 11-Month Faculty

**11.3.1** 10- and 11-month faculty shall be issued a contract with an academic year schedule approximating that of the teaching faculty. Due to the nature of their work and in order to fulfill responsibilities to the satisfaction of the Dean and/or Vice President, Administration will determine what positions will be required to work a 10- or 11-month year, as applicable.

**11.3.2** 10- and 11-month faculty members shall work an academic calendar year, with additional month(s) as scheduled by administration. The additional month(s) will be scheduled in advance and may vary depending upon department and the nature of the specific job. For purposes of this section of the agreement, a month is defined as twenty-two (22) working days.

**11.3.3** Mutually agreed upon deviations from the above working conditions may be made between the Administration and the individual faculty member.

**11.3.4** Their annual salary shall include the regular base salary for a 9-month academic year plus an additional 1/9 of this salary for each additional month scheduled for work. In computing salary increases, the 9-month academic year salary shall be used as the base.

**11.3.5** It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) outside of their normal working hours shall be reviewed by the supervisor. Compensation shall be paid in accordance with Appendix F. It will be the individual faculty's option to accept or reject such a teaching overload. If they accept the overload, they shall receive compensation at the normal overload rates for faculty.

## ARTICLE XII—OTHER CONDITIONS OF EMPLOYMENT

### 12.1 Insurance – Full-Time Faculty

**12.1.1 Eligibility:** New full-time faculty and their dependents shall become eligible for coverage on the first day of employment.

**12.1.2 Premium Contribution:** Effective January 1, 2017, the employer contribution for medical and prescription coverage for full-time faculty is set at 85% of the cost of the \$20 copay plan. Those employees electing to enroll in the high deductible plan will be responsible for the difference in premium cost. The cost of the plan is subject to change on a yearly basis.

**12.2 Insurance Plan:** Effective January 1, 2017, the college will offer full-time faculty the choice of a high deductible plan with a \$20 copay or a high deductible health plan.

**12.2.1 \$20 Copay Plan:** The chart below outlines the contribution of the full-time faculty member and the college to cover the cost of the deductible:

#### **\$20 Copay Plan:**

	<b>Single</b>	<b>Family</b>
Employee paid deductible	\$0	\$0
Health Reimbursement Account fully funded by JCC	\$2,500	\$5,000



Total Deductible	\$2,500	\$5,000
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After the deductible is met, the employee is responsible for paying the co-pay for prescriptions and other services as outlined in the schedule of benefits.

The co-pay on prescriptions for a 30-day supply will be as follows:

- \$10.00 for generic drugs
- \$30.00 for brand name drugs
- \$75.00 for specialty drugs

**12.2.2 High Deductible Plan:** The chart below outlines the contribution of the full-time faculty member and the college to cover the cost of the deductible:

**High Deductible Plan:**

	Single	Family
Employee paid deductible	\$150	\$250
Health Reimbursement Account funded by JCC	\$2,350	\$4,750
Total Deductible	\$2,500	\$5,000

After the deductible is met, the employee is responsible for paying the co-pay for prescriptions as outlined in the schedule of benefits.

The co-pay on prescriptions for a 30-day supply will be as follows:

- \$10.00 for generic drugs
- \$30.00 for brand name drugs
- \$75.00 for specialty drugs

**12.2.3 Health Insurance Waiver -** Faculty shall have the annual right to waive group health insurance coverage for themselves and/or their dependents, after certification that the faculty member has coverage through sources other than JCC and has obtained spousal consent for waiver of their dependent coverage. A faculty member may rejoin the plan at the beginning of each Plan Year or at any time coverage through other sources is lost. The college shall pay employees waiving group insurance a rebate equal to one-third of the cost of the high deductible plan premium coverage, payable over the portion of the Plan Year in which the waiver exists in the biweekly paycheck. COBRA benefit entitlements at the time of separation will be affected by the rebate since the employee is not effectively insured by the college. Rebates will not influence base salary.

**12.2.4** The college shall provide a full-paid dental plan for full-time faculty members. A dependent dental plan shall be made available with additional cost borne by employees.

**12.2.5** Long-term disability insurance shall be provided to all full-time faculty who have completed one year of service to the college. This insurance will provide sixty percent of income from all sources and commence ninety days after the disability and continue as long as the employee is disabled up to the age of sixty-five (65).

**12.2.6** Life insurance will be provided equal to one (1) times salary not to exceed \$50,000.

**12.2.7** The college shall offer a Flex Plan in which employees may, on a pre-tax basis, establish flexible spending accounts for uncovered medical expenses for employee premiums for medical benefits, for dependent care expenses, and qualified medical premiums.

**12.2.8** Effective the first day of the month following ratification, the college will pay for a biennial physical for employees who are covered under the JCC medical plan and are 45 years or older, so long as the physical is administered by a PPO network provider.

**12.2.9** A joint committee of Faculty Association representatives and college representatives will convene to study potential savings that could be realized by modifications to the existing plan, e.g., as in two-person plans. Any proposed changes to the existing plan will be communicated to the Faculty Association members of such committee as soon as possible, but no later than forty-five (45) days before the open enrollment period.

### **12.3 Adjunct Travel Reimbursement**

Adjunct faculty will receive a stipend for mileage between their home/regular workplace and their JCC teaching assignment if the travel distance exceeds 100 miles per round-trip. The amount of the stipend will be \$250 per semester per course if the courses are conducted on separate days. The stipend will be added to the calculated remuneration amount for teaching on FLAC and will be processed through the payroll office.

For ITV courses, payment for trips to the distant site will be made at \$50 per trip within the semester not to exceed \$350 per semester. Payment for ITV course travel will be made at the end of the semester once documentation of travel has been submitted to the Dean.

### **12.4 Retirement Systems**

Faculty members have a choice between the New York State Teachers' Retirement System or TIAA-CREF. Social Security coverage is required. The college assumes either the full or partial cost of retirement, subject to State law.

### **12.5 Tax-Deferred Annuities**

A plan for the purchase of tax deferred annuities is available for members of the faculty (full-time and adjunct). Consult the human resource office for details. The college will match all full-time faculty contributions up to 2.25% of base salary. Effective with the beginning of the 2006-2007 Academic year this amount increases to 3% of base salary.

### **12.6 Tuition Waivers**

Subject to SUNY regulations and funding, tuition is waived for approved study at other units of the State University of New York at the present time for full-time and part-time faculty.

**12.6.1** Tuition is waived for all full-time employees of the college and their immediate families (spouses and dependent children) for course work at Jamestown Community College. Disabled or retired, long-term (after five years), full-time employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies.

**12.6.2** Tuition is waived for spouses and dependent children of a full-time, long-term employee who retires from the college, or who, while employed at the college, becomes disabled or deceased.

### **12.7 Salary Payments**

**12.7.1** Salary payments will be made in twenty-six (26) equal installments bi-weekly on Fridays during the academic year, on Thursdays during summer hours, and on the last day the business office is open prior to holidays.

**12.7.2** Paychecks can be deposited directly into checking and or savings accounts if requested by a faculty member, rather than having them mailed. Contact the human resource office to make such an arrangement.

**12.7.3** Adjunct faculty will be provided the option of selecting either eight (8); nine (9); or ten (10) pay periods per semester.

## **12.8 Sick Leave**

Members of the academic staff, other than persons having temporary or part-time appointments, who are unable to perform their regularly assigned duties because of illness shall be granted sick leave with full salary by the President of the college for a period of three (3) months during each academic year. Should the period of illness exceed three (3) months during a single academic year, the employee will have the option of electing a reduced salary for the remainder of the academic year or going without pay following the three (3) month absence due to illness. The President of the college may require at any time that proof of illness be forwarded to them for salary payments to continue. A certification stating that the faculty member can fulfill their job responsibilities may be required from a mutually agreed upon medical doctor and/or a licensed psychologist paid by the college prior to the faculty member being permitted to return to work. Nothing in this section is meant to contradict or otherwise interfere with the college's minimum obligations and/or an employee's minimum rights under the Family and Medical Leave Act.

**12.8.1** During extended absences on sick leave of members of the academic staff of the college, the President of the college shall make appropriate arrangements for carrying on the activities of the college with due regard for the reasonable workload of other members of the academic staff. Such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitute during their absence.

## **12.9 Conferences and Professional Travel**

A faculty member wishing to attend a particular conference or meeting should inquire of the Dean well in advance of the scheduled date whether funds are available. They should fill out, in duplicate, the Request for Prior Approval form available from the division secretaries which calls for an estimate of the expense to be incurred, and they should be prepared to justify the request that payment be made from the college funds. Both copies of the form should then be submitted to the Dean for a signature and final approval. If permission to attend is granted, a signed copy of the form will be returned in time so that definite plans can be made. The second copy will be retained by the Dean. It is expected that upon their return they will report to the Dean, who will arrange for information of interest to the faculty to be presented to the group.

**12.9.1** Upon receipt of the Expense Report Form (only one copy is necessary) showing the purpose of travel and clearly explaining expenditures, the college will make payment as promptly as possible. Receipts must accompany the Expense Report Form wherever possible. Reimbursement for approved expenditures will be made up to the amount of the Prior Approval Slip.

**12.9.2** The travel allotment for faculty shall be \$800 per year. Directors and coordinators shall have an allowance of \$1,000. As a rule, during the academic year one (1) major conference or meeting of their own choice will be approved for each faculty member. If a request is made by Administration to represent the institution, this will be in addition to the one major trip allowed.

**12.9.3** A reasonable guide for daily expenditures is:

Room/Night	\$150.00	
Breakfast	\$8.00	
Luncheon	\$12.00	OR \$50 per day for meals
Dinner	\$30.00	

For dinner, a reasonable additional amount will be approved if the dinner is a part of a conference program and a receipt is submitted.

- 12.9.4** a. New York State audit procedures prevent the college from paying tax on hotel bills in New York State, and reimbursement will not be made for such items appearing on expense accounts.  
b. Exemption Certificates--Tax on Occupancy of Hotel Rooms--are available and should be obtained from the Business Office. Use of these forms will make it unnecessary to pay tax.

**12.9.5** A sum of \$10,000 each year for the duration of the contract shall be set aside to fund travel for part-time faculty members. Prior approval for the use of this fund must be obtained from the Office of Academic Affairs.

**12.9.6** College vehicles may be used for transportation, if available, provided the cost of driving same does not exceed the total public transportation cost (air or rail). Prior approval for use of private vehicles will be reimbursed at the prevailing IRS travel mileage rate.

**12.9.7** Travel funds may be used for faculty to pay tuition for approved study and may be used for individual memberships for associations when either an institutional membership is not available or when the benefits of an individual membership can be shared with other faculty within the discipline and the individual membership is less expensive than an institutional membership.

**12.9.8** Up to 50% of a faculty member's travel funds may be used to purchase professional membership that are directly related to their discipline and to acquire software, hardware, or services that facilitate the creation, management, or delivery of course content, support attendance at "virtual conferences" or webinars, or facilitate communication and interaction with students. JCC will retain ownership of all acquired hardware and software. Equipment and software that require ongoing contractual obligations to JCC are not eligible to be acquired through travel funds. Requests will go to the appropriate Academic Dean for approval, who may request that JCC's Technical Services Department evaluate the request to ensure compatibility and utilization of any available discounts.

#### **12.10 Paid Child Care Leave**

A paid child care leave related to a new birth or adoption may be granted to an employee of any gender for up to four weeks. This leave must be taken within six months of the birth or adoption. If both parents are employees of the college, only one shall be eligible for this leave. The college shall continue to furnish said employee with full insurance benefits for one year. At the conclusion of the child care leave, the employee shall be reinstated to the status which they held when the leave began or to a comparable position without decrease in the rate of compensation or loss of promotional opportunities or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

#### **12.11 Family or Domestic Partner Leave**

An employee may take an unpaid family/domestic partner leave of up to one (1) year's duration for the purposes of caring for a seriously ill family member or domestic partner. Said leave shall be taken without loss of any accrued benefits. The college shall continue to furnish said employee with full insurance benefits for one full year. Leave resulting from the serious illness of a family member or domestic partner can be taken intermittently or on a reduced leave schedule when medically necessary. At the conclusion of the leave, the employee shall be reinstated at the same or equivalent title which was held when the leave began without a decrease in the rate of compensation or loss of promotional opportunities or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

### **ARTICLE XIII—LEAVE OF ABSENCE**

#### **13.1 Policy**

Leaves of absence may be granted to faculty members subject to the requirements and conditions set forth below.

### **13.2 Purpose**

Leaves of absence may be granted to a faculty member for reasons of health, political office, research, further education, and other employment.

### **13.3 Eligibility**

Any faculty member who has taught for at least one (1) year at the college is eligible to apply for a leave of absence. A faculty member's request for leaves of absence may be made as often as they wish. Normally, one (1) year of teaching should intervene between each leave, but the Administration may grant extensions as deemed necessary.

### **13.4 Terms and Conditions**

A faculty member will receive no compensation from the college during their leave.

**13.4.1** Retirement and health benefits may continue in force at the expense of the faculty member, at their option.

**13.4.2** Leaves of absence shall not interrupt the period of continuous service of the faculty member toward counting the eligibility for sabbatical leave. However, the period of absence will not be counted in the six (6) consecutive years of service to apply for a sabbatical.

**13.4.3** The faculty member may be eligible for promotions and pay increases during their leave.

**13.4.4** Leaves of absence shall be granted for a period of one or two semesters.

**13.4.5** In those cases in which, in the opinion of the Administration, the granting of a leave of absence would impair the instructional functions of the college, a faculty member may be required to postpone their leave.

### **13.5 Application**

A request for a leave of absence shall be submitted to the faculty member's Dean at least three (3) months in advance of the semester or academic year in which the faculty member is requesting such a leave. The Dean shall make their recommendation to the Vice President of Academic Affairs for administrative action. The applicant shall be notified of the final decision as soon as possible; normally within one (1) month of the submission to the Dean.

## **ARTICLE XIV—SABBATICAL LEAVES**

### **14.1 Definitions**

**14.1.1** Full sabbatical leave-- defined to be that period of time during which the recipient is absent from the college for two (2) semesters at one-half (1/2) salary or absent from the college for one (1) semester at full salary.

**14.1.2** Half sabbatical leave--defined to be that period of time during which the recipient is absent from the college for one (1) semester at one-half (1/2) salary.

### **14.2 Policy**

Annually, sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth below. The objectives of such leave are to increase each such person's value to the college and therefore improve and enrich its program. Such leave shall not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.

### **14.3 Purpose**

Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional leave value.

#### **14.4 Eligibility**

Members of the professional staff having continuing appointments who have completed at least six (6) years of service within the college or who, if they previously have had a sabbatical leave, have completed at least six (6) years of service within the college from the date of return from their last sabbatical leave shall be eligible for a sabbatical leave. Individuals who have completed three (3) consecutive years of full-time service since their last sabbatical are eligible to apply for a one-half (1/2) year sabbatical at one-half (1/2) salary. In computing leave and periods of sick leave for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall not be considered an interruption of consecutive services. Periods of leaves of absence and the period of part-time service shall be considered interruptions of consecutive service.

#### **14.5 Terms and Conditions**

Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary or for periods of one-half (1/2) year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves.

**14.5.1** The total number of faculty sabbatical leaves granted per academic year shall be limited to five (5) percent of the full-time faculty. The percentage is based on the full-time faculty employed as of May 1st on the calendar year preceding the year of the intended sabbatical leave. In the five (5) percent calculation, the total number of sabbaticals available shall be rounded to the next larger number. If one-half year/one-half pay sabbaticals are granted, the equivalent number of sabbaticals shall not exceed this number.

**14.5.2** A one-half (1/2) year sabbatical at one-half (1/2) salary shall be counted as a one-half (1/2) sabbatical in the computation of the total number of sabbatical leaves available to the faculty.

**14.5.3** All fringe benefits such as retirement, insurance, and the like shall continue in effect during the sabbatical leave at the rate of pay received during the sabbatical period. The period of sabbatical leave shall be credited as service for retirement and the granting of increments.

**14.5.4** In those unusual cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a faculty member shall be required to postpone their leave.

#### **14.6 Application**

A completed application should be forwarded to the College-Wide Committee on Sabbaticals in care of the chairperson, by November 1 of the year preceding the academic year in which desired periods of leaves are included. Each application should include a prospectus of the scholarly activity projected, and should state the applicant's intention to continue as a member of the staff for a minimum period of one (1) year at the end of the period of the leave, and their agreement to submit to the President a comprehensive written report within the semester following their return. If the College-Wide Committee on Sabbaticals approves the application, it shall be recommended to the President. The President may grant such sabbatical leaves as they deem appropriate and a report of all such sabbatical leaves granted shall be presented to the Board.

#### **14.7 College-Wide Committee on Sabbaticals**

The College-Wide Committee on Sabbaticals will consist of the Vice President of Academic Affairs who will be the chairperson, and four (4) members of the faculty. The four (4) faculty members (one of whom will be from the Cattaraugus County campus) and two (2) alternates will be elected to this Committee by the Association of the college for a two (2)-year term.

**14.7.1** The College-Wide Committee on Sabbaticals shall use the following guidelines in determining which of the completed applications will be recommended to the President of the college by the last day of the Fall semester for acceptance:

- a. In those unusual cases where the President of the college has asked a faculty member to postpone their sabbatical leave, the number of sabbatical leaves available for the succeeding year shall be increased by one (1) if the sabbatical committee deems the postponed sabbatical leave still to be worthy. The faculty member required to postpone their sabbatical shall be granted that additional sabbatical leave.
- b. While a faculty member making an application for a first sabbatical leave may be given preference over an applicant who has had a previous leave, the primary criterion will be the quality of the proposal.
- c. All applications will be reviewed on their individual merits, and while no specific criteria are set forth, the Committee is directed to analyze the value of the proposed sabbatical in terms of value to the institution and value to the individual.

**14.8 Substitutes**

The Administration shall make appropriate arrangements for carrying on the activities of the college during a faculty member's absence on sabbatical leave, with due regard to the reasonable workload of the academic staff and in accordance with Section 5.5 of Article V of this Agreement.

**14.9 Failure to Return**

If the faculty member fails to return to the college and complete one (1) full academic year of service, they must repay the full amount of monies received from the college while on sabbatical leave.

**14.10 Sabbatical Contracts**

Any faculty member taking a sabbatical leave shall be issued a Sabbatical Contract stating the amount of monies to be received by them while on sabbatical leave. In addition, this Contract shall contain a clause whereby Section H of this Article is agreed upon.

**ARTICLE XV—WORKING PAST RETIREMENT AND RETIREMENT INCENTIVES**

**15.1 Working Past Retirement**

Persons who retire shall be permitted to teach/work/advise up to the number of credit hours per year allowable for any part-time faculty member. This teaching assignment shall be arranged at the mutual convenience of the Administration and the faculty member. Compensation shall be at the overload rate per credit hour identified in section 5.5. Retired full-time faculty that continue to teach for the College will be recognized as Senior Adjuncts.

**15.2 Criteria**

Decisions on early retirement incentive payments will be made by the Administration based on the following criteria:

- a. The effect on the quality of our academic program.
- b. Demonstrations that the costs of early retirement programs in any given year will be fully offset by the savings to be realized in the first two (2) years of the early retirement.
- c. Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

**15.2.1 Requests**

Requests for early retirements shall be submitted to the Vice President of Academic Affairs or the Vice President of Student Affairs on or before November 1st for retirements that take place no earlier than the end of the current academic year. Any retirement requests made after November 1 will make the faculty member ineligible for the early retirement incentive compensation and benefits as contained in Article XV of the collective bargaining agreement. The Administration will respond as soon as practicable following receipt of the early retirement request.

**15.2.2 Benefits for Retirement**

### 15.2.2.1 Retirement Benefit Payment

#### Group I:

A full-time faculty member-employee may request a voluntary retirement incentive from the college if they have been employed in a full-time position at the college for at least fifteen (15) years at the time of retirement. If the retirement request is approved by the Administration and meets the criteria cited in Article XV, the employee shall receive an amount equal to \$37,000 plus an additional \$1,800 for each year of service over ten (10) years. This amount shall be divided into five (5) equal installments payable over five (5) years beginning with the first year of retirement. Payment shall be made on or about September 1 of each year.

Group I consists of full-time faculty members who are tenured as of the date of ratification of this agreement.

#### Group II:

A full-time faculty member between the ages 55 and 65.99 may request a voluntary retirement incentive from the college if they have been employed in a full-time position at the college for at least ten (10) years at the time of retirement. If the retirement request is approved by the Administration and meets the criteria cited in Article XV, the employee shall receive an amount equal to \$18,000 plus an additional \$1,800 for each year of service over ten (10) years, for a maximum of \$36,000. The faculty member has the option of taking the retirement benefit payment in one, two or three lump sum payments, with the total payout issued within three (3) years following retirement.

Group II consists of full-time faculty members who are non-tenured as of the date of ratification of this agreement.

#### Group III:

A full-time faculty member between the ages 55 and 65.99 may request a voluntary retirement incentive from the college if they have been employed in a full-time position at the college for at least ten (10) years at the time of retirement. If the retirement request is approved by the Administration and meets the criteria cited in Article XV, the employee shall receive an amount equal to \$1,500 for each year of service over ten (10) years, for a maximum of \$30,000. The faculty member has the option of taking the retirement benefit payment in one, two or three lump sum payments, with the total payout issued within three (3) years following retirement.

Group III consists of full-time faculty members who were hired at the start of the 2023/2024 academic contract year and thereafter.

For all groups listed above, arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In the case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

### 15.2.2.2 Retiree Medical Insurance

**Eligibility.** A full-time faculty member who is age 55 or over and who has been employed full-time by the college for a minimum of ten (10) years will be eligible to retain medical insurance coverage in retirement, as outlined below:

The college will provide retirees with the choice of health insurance plans as provided for in Article XII, section 12. Retiree contribution towards the cost of coverage will be the same as that applicable to an active employee at



the time of their retirement (this premium share contribution shall be set on the date of retirement and shall not thereafter change and will not be subject to change in accordance with future CBA negotiated changes to retiree health premium contribution share or percentage share increases for active employee health plans), except as follows: Coverage for the retiree and eligible dependents will be subsidized by the college for one (1) year following retirement. Thereafter, the retiree will be responsible for paying 100% of the cost of dependent coverage, for a maximum of nine (9) years or the retiree becomes eligible for Medicare or another equivalent replacement for Medicare, whichever occurs first. The college shall continue payment of health benefits for the retiree, based on the retiree's choice in insurance plans as outlined above, for a maximum of ten (10) years or until the retiree qualifies for Medicare or another equivalent replacement for Medicare. The retiree may make changes in health care plan choices during the college's open enrollment period; the college will send the retiree thirty (30) days' advance written notice of open enrollment each year to the retiree's last known address on file with the college. It is the retiree's responsibility to maintain a current address on file with the college.

In all cases referenced above, the college will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where comparable health insurance is provided as a benefit.

**ARTICLE XVI—AGREEMENT VALIDITY**

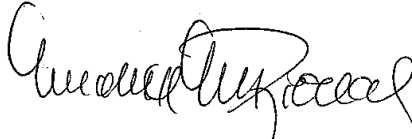

**16.1** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

**ARTICLE XVII—DURATION OF THIS AGREEMENT**

**17.1** This contract shall be in effect from September 1, 2019, to August 31, 2025.

**Negotiating Team—Faculty Association  
Jamestown Community College**

**Negotiating Team—Administration  
Jamestown Community College**



## **APPENDIX A: GUIDELINES FOR FACULTY PROMOTION AND HIRING**

### **I. Introduction**

The system of faculty rank is based on recognizing the contributions which faculty make. Within this system, faculty are rewarded by promotion for making those contributions deemed important by the college and for demonstrating that they are striving to make the fullest contribution of which they are capable. The description of the type of contribution expected at each rank is described in II below.

In this context, promotion is not a function of the amount of education or of longevity. Gaining additional education, however, is evidence that the professor is attempting to increase their ability to contribute and, therefore, their chances for promotion are increased.

Similarly, additional experience in teaching would usually increase the professor's contribution and also provide their colleagues who evaluate them with additional evidence of their contribution. Guidelines for the expected number of graduate hours and years of experience for promotion are listed under III below. Promotions, then, are not automatic, nor do they require a specific number of years of experience or credit hours.

The contributions which faculty can make fall into four general categories:

1. Teaching students.
2. Leadership to their department and to the college.
3. Contributions to the community.
4. Contributions to their professional field outside of the college.

These forms of contributions are listed in the approximate order of the importance in which the college views them.

### **II. Description of Professional Ranks**

**Full Professor**--These persons greatly exceed the usual expectations in their total contributions to teaching and to the college. They are outstanding in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is most conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of the college through committee participation and faculty meetings. They are very much involved in the functioning and the improvement of the college. They are recognized leaders and actively assist others in increasing their levels of performance. Normally, they also make contributions outside of the college by serving on boards and committees, acting as speakers or resource persons and/or they provide leadership to education and their discipline through writing, research, and serving on committees.

**Associate Professor**--These persons exceed the usual expectations in their total contributions to teaching and to the college. They are exceeding the usual norms in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of their division and college. They are gaining recognition as leaders within the college and show the potential for further developing this ability. Normally, they also make significant contributions to the community and to their profession.

**Assistant Professor**--The persons holding this rank have exhibited development in various areas of professional growth. Because of this, they have achieved a level of teaching proficiency beyond that of the instructor. Assistant professors have begun to make real contributions to the institution through productive committee work, work with student associations, and more effective professional relationships with their fellow educators. They are aware of their areas of needed professional growth and seek ways of improving.

**Instructor**--The persons at this rank are performing at least at a satisfactory level. Students in their classes are learning, and they are in the process of becoming more effective teachers. Their primary contribution lies in their teaching, but they are becoming aware of their potential areas of development and are beginning to achieve results in these areas. Normally, those with limited teaching experience will start at this rank.

### **III. Educational and Experience Guidelines for Promotion and Hiring**

In considering candidates for promotion, the following criteria will be assessed by evaluators and the HRPST Committee: Contributions to JCC, contributions to the community, contributions to one's professional field, growth in one's professional field, time in rank, and hours beyond the bachelors/masters degrees. A deficiency in one of these areas will not be sufficient to deny a person an opportunity for promotion. Under no circumstances are promotions simply a function of time in rank or the mere accumulation of graduate hours. Possession of those quantitative qualifications for a particular rank does not mean the rank will be automatically awarded. It is strongly recommended that faculty members consult with their dean prior to the beginning of the evaluation year to set out goals to achieve success in each of the areas noted below.

#### **A. Contributions and Professional Growth**

##### *1. Contributions to JCC*

- a. Ability to teach and a desire to improve that ability.
- b. Actively involved in meaningful and productive advisement, assistance to students and student activity efforts.
- c. Integrating academic and student affairs.
- d. Willingness to assist the college in attracting and retaining students.
- e. Regular attendance at faculty meetings. Participation in committees.
- f. Assuming leadership roles at faculty meetings, or committees, etc.
- g. Developing special programs, seminars, curricula, etc.
- h. Writing grants.

##### *2. Contributions to the Community*

- a. Serving as an educational broker.
- b. Serving as speakers.
- c. Serving as resource persons. A resource person is defined as someone who shares their knowledge, expertise, time, talent, or energy for the benefit of the community.
- d. Serving on community service committees.

- e. Serving as non-paid members of board of directors of agencies, club, or committee.

3. *Contributions to One's Professional Field*

- a. Writing books or articles.
- b. Giving speeches at conferences, workshops, or seminars.
- c. Serving on state or national committees relevant to one's field.
- d. Writing grants relevant to one's field.
- e. Recognition of professional contributions by one's colleagues.

4. *Growth in One's Professional Field*

- a. Participation in workshops and seminars.
- b. Participation in non-credit courses.
- c. Application of new developments to one's discipline.

The above guidelines are intended to be representative—not exhaustive.

**B. Year in Rank and Hours**

In truly exceptional cases, two years of teaching at JCC or elsewhere shall be the minimum time in rank at the Instructor level for consideration for promotion to the Assistant Professor level. Aside from the exception just cited, time in rank and credit hours earned shall be consistent with the following guidelines:

RANK: Instructor to Assistant Professor

YEARS .....	4
HOURS BEYOND MASTER'S .....	0
HOURS BEYOND BACHELOR'S .....	30

RANK: Assistant to Associate Professor

YEARS. ....	4
HOURS BEYOND MASTER'S.....	21
HOURS BEYOND BACHELOR'S.....	51

RANK: Associate to Full Professor

YEARS.....	5
HOURS BEYOND MASTER' S.....	30
HOURS BEYOND BACHELOR'S .....	60

Appropriate undergraduate hours may be included in the minimum number of hours recommended. If a faculty member has not earned sufficient credit hours as listed above, the following guidelines for time in rank and credit hours shall be applied:

RANK: Assistant to Associate Professor

YEARS.....	7
HOURS BEYOND MASTER'S .....	9
HOURS BEYOND BACHELOR' S.....	39

RANK: Assistant to Associate Professor

YEARS.....	6
HOURS BEYOND MASTER'S.....	15
HOURS BEYOND BACHELOR'S....	45

RANK: Associate to Full Professor

YEARS.....	8
HOURS BEYOND MASTER'S .....	18
HOURS BEYOND BACHELOR'S.....	48

1. Appropriate Hours

Appropriate graduate and undergraduate hours include but are not limited to the following:

- a. Graduate hours in the discipline in which a faculty member teaches.
- b. Approved undergraduate hours related to the discipline in which a faculty member teaches.
- c. Approved hours related to the discipline in which a faculty member teaches.
- d. Approved hours outside the discipline in which a faculty member teaches.

The intent of (c) and (d) is to provide a reasonable amount of flexibility relative to the concept of 'appropriate' hours, consistent with the philosophy that knowledge in breadth as well as depth is desirable for faculty members at JCC. It is not the intent of (c) and (d) to define flexibility so broadly that virtually any hours are deemed appropriate hours.

The concept of related hours is restricted to hours that relate directly to a faculty member's discipline. Thus, computer science courses for business faculty, electronics courses for physics faculty, and biology courses for nursing faculty would be examples of appropriate related hours.

The concept of outside hours serves to discourage an interdisciplinary approach to problems and to recognize the fact that institutional needs can arise for which no in-house expertise exists. Thus, courses that increase the scientific literacy of non-science faculty and courses that make technical

faculty aware of the social, political, and economic implications of a given technology illustrate viable outside hours.

Earning credits in education alone will not be considered sufficient to meet the guidelines for appropriate hours, except in certain cases (e.g., higher education administration and areas of student services) when graduate education courses are appropriate.

## 2. Approval for Related and Outside Courses

How directly a course relates to a particular faculty member's discipline or how relevant an outside course is to current institutional needs cannot be answered by a blanket general statement. Thus, in order for a related or outside course to be deemed appropriate and to assess the credit it is worth, the following process will be followed:

a. Prior to enrolling for such courses, a faculty member seeking approval shall submit in writing a formal approval request form to their Dean, who shall submit a recommendation to the Vice President of Academic Affairs. In the case of the Library, faculty shall submit their proposals to the Director of the Libraries, who shall offer a recommendation to the Vice President of Academic Affairs.

b. The Vice President of Academic Affairs shall notify the faculty member of the decision within 14 calendar days.

c. If the course/credit is not approved, the faculty member may appeal the decision to the HRPST Committee within 14 calendar days from receipt of the decision from the Vice President of Academic Affairs.

d. The HRPST Committee, within 14 calendar days from receipt of the written appeal, will recommend action to the President. In reaching its decision, HRPST Committee shall consider the following:

(1) All written recommendations which are part of the approval process.

(2) The relevance of the course(s) to the faculty member's discipline and institutional needs.

(3) The content, length, and academic rigor of the course(s).

e. The President or their designee (not the Vice President of Academic Affairs) shall forward to the faculty member the decision to the appeal within seven (7) calendar days from receipt of the HRPST committee recommendation.

## **HRPST Committee Rubric for Recommending Faculty Retention, Tenure, Promotion**

### **Contribution Areas:**

- 1) Teaching and Professional Growth
- 2) Service to the College (includes advisement\*)
- 3) Service to the Community (sustained/consistent)
- 4) Contributions to one's Professional Field

### **Retention to Tenure**

Along with concentrating on improved performance in the classroom:

**1<sup>st</sup> year:** Has begun exploring all areas of contribution

**Years 2 – 4:** Working on **all four areas of contribution**, demonstrating growth/progress each year. In addition:

**2<sup>nd</sup> year:** Joined a college committee (expected)

**3<sup>rd</sup> year:** Contributing to the work of a college committee (expected)

**4<sup>th</sup> year:** Increased contribution to the work of a college committee (expected)  
Demonstrates leadership potential and is working toward assuming a leadership role

The HRPST Committee will determine whether to recommend tenure at the 4<sup>th</sup> year evaluation. (It is an expectation that faculty meet the criteria for their current rank.)

### **Promotion**

The HRPST packet should reflect contributions at the level of the next rank. Continued improvement in the classroom is expected.

#### **From Instructor to Assistant Professor**

Recommendation for promotion from instructor to assistant professor may occur at the time of tenure, depending on the strength of their contributions.

#### **From Assistant Professor to Associate Professor**

Demonstrated involvement/progress in all four (4) areas, with strong performance in at least three (3) areas. Has taken a leadership position at the college (e.g., director, coordinator, student club advisor, chair a task force/committee /sub-committee /search committee)

#### **From Associate Professor to Professor**

Has shown involvement/progress in all areas, including increased levels of responsibility or multiple roles. Has exceeded previous roles and has increased level of involvement in at least three of the four areas

\* Continued growth and development as an advisor and providing quality advisement (beyond assisting with the creation of schedules) is expected of faculty after the 1<sup>st</sup> year. Evidence that quality advisement is occurring may be demonstrated through a combination of the following:

- Career and transfer discussions
- Discussions about academic progress
- Building relationships with advisees
- Use/literacy of advising tools and resources
- Cross training to advise in another area, where appropriate

## APPENDIX B: GUIDELINES FOR TENURED FACULTY EVALUATION

Tenured faculty evaluation  
(Teaching and Non-teaching)

**PREAMBLE:** The excellence of Jamestown Community College is dependent on faculty who embrace their disciplines and are dedicated to helping students know those disciplines. Tenure is awarded to individual faculty who have demonstrated their academic competence and their ability to inspire students. Tenure indicates the College's trust in selected faculty. As with all human behavior subject to the passage of time, teaching excellence requires the opportunity to stay current with course content and with teaching process as well as with self-renewal activities. The best teachers engage in these important processes as a matter of course. The College and colleagues are professionally obliged to provide support for this maintenance of excellence. The individual professor needs to be committed to regular self-evaluation with input from colleagues and students to ensure that the College can rightfully continue to celebrate its excellence. To make excellence endemic is the purpose of this tenured faculty review process. As such, participation in the tenured faculty evaluation process is considered a professional faculty responsibility per Section 5.13.

**INTENT:** The tenured faculty evaluation process is not to be confused with evaluation for promotion or tenure or with other actions associated with the HRPST process. Ideally, the purposes of this process are for development and renewal. The faculty member will conclude the evaluation process with a stronger sense of self and with knowledge which will allow for an expansion of their contributions within the College and the community.

**HRPST PROCESS:** If a tenured faculty member applies for promotion in a given year, the HRPST evaluation will supplant the tenured faculty evaluation process if it occurs in years four or five. The faculty member may elect to include the results of these evaluations. If a faculty member chooses not to use these results, such choice shall not be viewed negatively by HRPST in considering promotion.

**TIME:** The tenured faculty evaluation process will occur every five years. A timeline for the evaluation process follows:

April 15	Deadline for identification of faculty to be reviewed
September to December	Portfolio assembly
February 15	Deadline for meeting with chairs to review portfolio, identify goal areas and create a timeline for goal completion
March 15	Work on goals, meet with Deans, review, and modify goals
April 15	Plan for completion of goals in subsequent years
May 1	Deadline for final report to Dean

**SELECTION:** It will be the responsibility of the Dean to be sure all tenured faculty in a division are evaluated every five years. In the unlikely event it would prove unproductive for a



faculty member to develop and implement the evaluation process with a particular Dean, the faculty member may request the appropriate Dean to assign them to a replacement Dean

**RESPONSIBILITY:** The faculty member will be responsible for designing the specifics of their plan and for following the process through to completion. The role of the Dean is to assist in the process and offer guidance only as needed. Also, the Dean will prepare a final report on the process and the plan to the appropriate Vice President.

**PROFESSIONAL RANKS:** The descriptions of faculty ranks, as outlined in the Contract, will be used for the process. The faculty member will seek a comparison between their current performance and those descriptions.

**OVERVIEW:** The tenured faculty member evaluation process will consist of the following steps:

1. Selection of faculty
2. Design of evaluation process specifics
3. Implementation of evaluation process and development of portfolio
4. Progress meeting, and then final meeting with Dean

**PORTFOLIO COMPONENTS:** The tenured faculty member will be responsible for building a portfolio to submit to the Dean. The portfolio will include:

1. Self evaluation—The faculty member will prepare a written analysis to include goals and future directions of their teaching expertise, professional involvement, and institutional/community involvement. The descriptions of the professional ranks will be used as a comparison.
2. Peer evaluation—The tenured faculty member, in consultation with the Dean, will select a colleague to assist with the evaluation. The peer evaluator may or may not be from within the tenured faculty member's division.

The peer evaluator selected may well be a person who can help enhance change in those areas the faculty member has chosen during the evaluation. The evaluator will write an evaluation for the portfolio to include comments on teaching and professional effectiveness and institutional/community involvement. Again, the professional ranks descriptions will be used as a comparison.

3. Student evaluations—Student evaluations will be placed in the portfolio. Two semesters of student evaluations shall be included. Faculty being evaluated will write appropriate summary statements on the content of the evaluation. Non-teaching faculty will not collect student evaluations unless it is determined to be relevant by the supervisor.
4. Dean evaluation—The Dean will write a comprehensive evaluation of the faculty member to include teaching expertise and quality of college/community involvement, referencing the description of academic ranks.

**INSTITUTIONAL SUPPORT:** The institution will support the use of contractual travel and sabbatical and faculty development funds to assist the faculty member in achieving the goals that are developed as a result of the evaluation process.

- REVIEW:** By February 15 of the evaluation year, a meeting will be scheduled between the tenured faculty member and the Dean. During this meeting, the contents of the portfolio will be reviewed with emphasis being placed on the faculty member's strengths and positive contributions to the college/community. From this review process will come some specific areas to be developed into several focused goals. The faculty member and the Dean will reach agreement on the content of the goals to cover a 3-5 year period. Such goals shall include goals for professional growth.
- GOALS:** During the review, a timeline will be developed for goal completion to include a fall semester review date with the Dean. At this point, goals may be modified as agreed upon between the faculty member and Dean. Goal statements will include desired outcomes with processes defined to measure the effectiveness of goal completion. Throughout the goal definition process, emphasis will be placed on the development and renewal of the faculty member.
- COMPLETION:** When the goal plan is completed, the faculty member will submit a final report no later than May 1. The report will emphasize the personal and professional development outcomes of the evaluation process and the plan for goals to be accomplished. The report will be shared with the respective Dean and the appropriate Vice President.
- DEAN:** The Dean will note the progress of the tenured faculty member's evaluation in their final report on that individual to the appropriate Vice President.
- SUMMARY:** The purpose of the tenured faculty evaluation process is growth and personal renewal. Throughout the evaluation process, it is hoped that all energies both personal and institutional will be directed to these ends. As a result, not only will the individual faculty member be of more value to self and students, but the College will benefit from the faculty member's contributions.

## **APPENDIX C: AWARDS FOR PROMOTIONS AND FACULTY EXCELLENCE**

Effective 2016-2017, the stipend for faculty promotion shall be \$2,100. The stipend will be added to the faculty member's base pay, effective with the first pay of the academic year in which the promotion becomes effective regardless of the settlement of a new contract and the stipend will be applied to the base salary before any contractual raises are calculated.

## **APPENDIX D: REPORT OF CREDIT GIVEN TO FACULTY FOR NON-TEACHING ACTIVITIES**

Upon request the Administration shall provide the Association President with a report detailing the credit given to each faculty member assigned non-credit activities such as athletics, performing art productions and coordinating functions.

## **APPENDIX E: FUND FOR FACULTY DEVELOPMENT**

As it is an expectation of the college that faculty will practice professional growth through educational study, research, related travel, or other activities conducive to professional growth, the college shall establish a fund for faculty development.

Administration shall allocate at least \$55,000 for each year for faculty development. \$45,000 of the allocation shall be designated for full-time faculty development and \$10,000 of the allocation shall be designated for part-time faculty development. A process for the allocation of these funds shall be established by the administration (see subsections 5.9.5 and 12.9.5). Please refer to the faculty development guidelines for information regarding the types of activities that qualify and how to request the stipend.

\$3,000 or more from this fund of \$10,000, designated for part-time faculty, may be used by the college to offer campus-based professional development opportunities for adjunct faculty.

A Faculty Development Committee shall be established to allocate the monies in any given year, in accord with this expectation. The composition of the committee shall be two (2) faculty members appointed by the Faculty Association and two (2) representatives, to be appointed by the President. The Committee shall establish specific criteria and procedures for the faculty proposals.

The Committee is charged with developing guidelines if the number or dollar amount of proposals exceeds the yearly allocation of funds. Requests for advances or vouchers for reimbursement must contain adequate documentation. In cases of release time, the college will pay a part-time faculty member with the expense being charged to this fund.

An additional \$5,000 shall be made available to adjuncts to attend campus-based faculty development activities (workshops, trainings, and other professional development activities approved by the Dean.) Fund requests must have the prior approval of the Dean, and are available on a first come, first served basis. Each professional development activity will be eligible for a \$50 stipend up to a maximum of four (4) requests per adjunct per academic year.

**APPENDIX F: ADJUNCT MATRICES**

**ADJUNCT SALARY MATRIX**

**Nov 2021-Aug 2022**

<b>Teaching or Relevant Experience</b>	<b>Associates or Bachelors</b>	<b>Masters</b>	<b>Masters + 30</b>	<b>Doctorate or Terminal</b>
<b>Category 1</b> 0-18 hours * OR 0-9.9 years of directly related professional experience	\$839	\$870	\$899	\$933
<b>Category 2</b> 19-36 hours * OR 10-14.9 years of directly related professional experience	\$855	\$899	\$933	\$971
<b>Category 3</b> 37-54 hours * OR 15+ years of directly related professional experience	\$870	\$933	\$971	\$1,013
<b>Category 4</b> 55-72 hours*	\$899	\$971	\$1,013	\$1,055
<b>Category 5</b> Above 72 hours*	\$971	\$1,055	\$1,097	\$1,142

\*Credit hours

**ADJUNCT SALARY MATRIX  
2022-2023**

<b>Teaching or Relevant Experience</b>	<b>Associates or Bachelors</b>	<b>Masters</b>	<b>Masters + 30</b>	<b>Doctorate or Terminal</b>
<b>Category 1</b> 0-18 hours * OR 0-9.9 years of directly related professional experience	\$864	\$897	\$926	\$961
<b>Category 2</b> 19-36 hours * OR 10-14.9 years of directly related professional experience	\$880	\$926	\$961	\$1,000
<b>Category 3</b> 37-54 hours * OR 15+ years of directly related professional experience	\$897	\$961	\$1,000	\$1,044
<b>Category 4</b> 55-72 hours*	\$926	\$1,000	\$1,044	\$1,087
<b>Category 5</b> Above 72 hours*	\$1,000	\$1,087	\$1,130	\$1,176

\*Credit hours

**ADJUNCT SALARY MATRIX  
2023-2024**

<b>Teaching or Relevant Experience</b>	<b>Associates or Bachelors</b>	<b>Masters</b>	<b>Masters + 30</b>	<b>Doctorate</b>
<b>Category 1</b> 0-18 hours* OR 0-9.9 years of directly related professional experience	\$890	\$923	\$954	\$990
<b>Category 2</b> 19-36 hours* OR 10-14.9 years of directly related professional experience	\$907	\$954	\$990	\$1,030
<b>Category 3</b> 37-54 hours* OR 15+ years of directly related professional experience	\$923	\$990	\$1,030	\$1,075
<b>Category 4</b> 55-72 hours*	\$954	\$1,030	\$1,075	\$1,120
<b>Category 5</b> Above 72 hours*	\$1,030	\$1,120	\$1,160	\$1,210

\*Credit hours



# ADJUNCT SALARY MATRIX

2024-2025

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
<b>Category 1</b> 0-18 hours * OR 0-9.9 years of directly related professional experience	\$917	\$951	\$982	\$1,020
<b>Category 2</b> 19-36 hours * OR 10-14.9 years of directly related professional experience	\$934	\$982	\$1,020	\$1,061
<b>Category 3</b> 37-54 hours * OR 15+ years of directly related professional experience	\$951	\$1,020	\$1,061	\$1,107
<b>Category 4</b> 55-72 hours*	\$982	\$1,061	\$1,107	\$1,153
<b>Category 5</b> Above 72 hours*	\$1,061	\$1,153	\$1,195	\$1,246

\*Credit hours

## **APPENDIX G: ACADEMIC CALENDAR**

As of the date of this agreement, the Association and the College have agreed to continue to engage in a collegial discussion surrounding the process by which they can potentially amend the academic calendar model.

[Academic Calendar 2023-2024](#)

[Academic Calendar 2024-2025](#)

## APPENDIX H: PART-TIME FACULTY EVALUATION PROCESS

Adjunct faculty who have both teaching assignments and non-teaching assignments will be evaluated under each section below.

### Evaluation of Teaching Assignment for Adjunct Faculty

The following policy is designed to properly evaluate part-time faculty members. This responsibility for monitoring and oversight of this policy rests with the Deans.

1. A classroom observation by the academic director/coordinator or designee (full-time faculty in or outside of the discipline or the Dean for the discipline) will occur early (by the sixth week) in the first and second semesters for new hires. Unless an adjunct only teaches during the summer, summer sessions are not counted in this process. For courses that run fewer than fifteen (15) weeks, these dates will be adjusted accordingly. This observation should involve a minimum of one (1) classroom hour. Adjunct faculty will receive a written evaluation of the classroom observation that will contain the signature of the observer. After reading the classroom observation document, the adjunct faculty member will sign the form to indicate it has been reviewed with them and have the opportunity to provide commentary.

The academic director/coordinator will complete the adjunct evaluation form and attach the completed classroom observation form. As with the observation form, the evaluation form will include signatures of those involved in the evaluation process. The entire evaluation process should be completed within one semester. The adjunct faculty member will receive a copy of the full evaluation, a copy of the full evaluation will be placed in the personnel file in the human resource office, and a copy will be retained in the division office. Each adjunct that teaches in subsequent semesters should be evaluated at least every three years or more frequently if a need is indicated.

2. It is highly recommended that new adjunct faculty have students complete an unofficial faculty evaluation during week four. This will provide new adjunct faculty with valuable feedback, providing time for adjustments to be made in the classroom.
3. Every new (first time teaching at JCC or adjunct faculty who have not taught at JCC for a period of 24 months or more) adjunct faculty member will be evaluated by students during the tenth week for three semesters. All courses taught by new adjunct faculty will complete student evaluations. After the third set of student evaluations, every adjunct faculty member will be evaluated by their students once a year.
4. The student evaluation forms should be distributed in the class by a student who is appointed by the instructor. The adjunct faculty member will leave the room while the evaluation is being conducted. The completed forms should be delivered by the same student to an academic affairs assistant (AAA) or in the absence of an AAA, another location will be identified. The AAA will send the forms to the office of institutional research which will compile the evaluation form data and return it to the Dean. All student evaluations will be distributed to the adjunct faculty member after the semester has ended.
5. The academic directors/coordinators should request each adjunct faculty member do a personal assessment of their teaching, describing strengths, rapport with students, and areas to improve. This personal assessment will be attached to the complete evaluation document. The academic director/coordinator should meet annually for the first two years with every new adjunct faculty member to review teaching concerns and any evaluations conducted during the year.
6. Adjunct faculty members employed routinely should meet with the academic director/coordinator to review teaching concerns and evaluations at least every three years.

## Evaluation of Non-Teaching Assignment for Adjunct Faculty

The following policy is designed to properly evaluate our adjunct faculty members. This responsibility for monitoring and oversight of this policy rests with the area director/coordinator.

1. During the first week of employment, the area director/coordinator should conduct a performance planning meeting to review performance expectations with the adjunct to determine the most important duties to be learned and goals to be accomplished during the semester.
2. During the first two semesters, the area director/coordinator will complete two evaluations of the adjunct's work performance, at the sixth week and twelfth week. Evaluations assess the new adjunct's progress in learning the job. These evaluations are developmental and designed to help the area director/coordinator identify the adjunct's strengths and weaknesses and areas where more emphasis is required.
3. Adjuncts will receive a written evaluation that will contain the signature of the evaluator. After reading the evaluation, the adjunct faculty member will sign the evaluation. The adjunct faculty member will receive a copy, a copy of the evaluation will be placed in the personnel file in the human resource office, and a copy will be retained in the division office.
4. A copy of the evaluation should be retained in the personnel file and shared with the adjunct to improve performance. An evaluation should be performed at least every three years or more frequently if a need is indicated.
5. The area director/coordinator should request each new adjunct do a personal assessment of their job-related skills, describing strengths, rapport with students/peers, and areas to improve. This personal assessment will be attached to the complete evaluation document. The area director/coordinator should meet annually for the first two years with every new adjunct to review concerns and any evaluations conducted during the year.
6. Adjuncts employed routinely should meet with the area director/coordinator to review concerns and evaluations every three years.

## **APPENDIX I: FACULTY CLASS ASSIGNMENT**

A faculty member who believes there is an inequity in either their assignments; the number of sections they are assigned or both may appeal the situation as follows:

Within ten (10) work days of receipt of said assignments/load they should discuss their concerns with their Coordinator or Director. The Coordinator or Director will, within three (3) work days, give a detailed written response for their decision.

If the faculty member is not in agreement they may appeal to the Dean of their division within ten (10) work days of the receipt of the Coordinator or Directors decision. After review of the issue at hand the Dean will render a decision within three (3) work days and give a detailed written response to the faculty member.

If the faculty member is not in agreement they may appeal to the Vice President of Academic Affairs within ten (10) work days of the receipt of the Dean's decision. After review of the issue at hand the Vice President of Academic Affairs will render a decision within three (3) work days and give a detailed written response to the faculty member. This decision will be final and binding on all parties and may not be grieved.

## **APPENDIX J: GUIDELINES FOR THE RECOMMENDATION, APPOINTMENT, TERMS, RESIGNATION, AND REMOVAL OF ACADEMIC FACULTY DIRECTORS AND COORDINATORS**

This document offers general guidelines for processes relating to how faculty move in and out of the roles of academic/faculty director and coordinator. It recognizes that some directors and coordinators are hired into the role as part of their appointment to the faculty at Jamestown Community College. Accordingly, certain aspects of this document such as the evaluation process and references to term of appointment may apply differently than to those who volunteer to serve in these roles.

### **Academic Faculty Directors and Coordinators**

Academic Directors and Coordinators fulfill a critical role for the college. Ideally a faculty member would agree to serve in this role for at least two years. This would allow time for the individual to develop a full understanding of the role and hone their skills in managing various aspects of the position.

The college recognizes the importance of the department's participation and role in the selection process of directors and coordinators and welcomes this input. The final appointments of directors and coordinators are made by the VP of Academic Affairs (simply VP throughout the remainder of this document) in consultation with the Dean. In the case of coordinator/director appointments involving student development faculty, final appointments are made by the VP of Student Affairs .

Departments can elect to use either an informal or formal process to recommend its director or coordinator. In situations where the VP determines that the good order of a department requires it, a formal process can be required. While the process to select a new director or coordinator can be initiated at any time, ideally the process is initiated no later than February 1 so that the selection and appointment of a new director or coordinator for the start of the next academic year can be made by May 15. When a formal selection process is used, the department must submit in writing a description of how it plans to conduct the process. This process requires approval from the VP. Regardless of the selection process used, faculty are notified in writing of their appointment.

Management retains the right to remove, retain, and appoint directors and coordinators as well as add or eliminate director and coordinator positions.

### **Normal-Term of Appointment**

The normal term of appointment for directors and coordinators will be two academic years.

### **Removal Within the Period of Appointment**

The appointment process listed above does not preclude the faculty, Dean, or the VP from raising issues and concerns related to the performance of a director or coordinator in their department. In cases where the performance of a director or coordinator is called into question by the faculty, concerns shall be put in writing and given to the Dean or VP. The VP, Dean, and Director or Coordinator will meet to discuss the concerns. Resolutions of the concerns will be established by the VP and Dean which could range from recommendations for change to termination of the appointment as director or coordinator. If the director or coordinator disagrees with the decision, they may make a written appeal within ten (10) working days to the President of the college. The President must respond in writing within ten (10) working days. The decision of the President is final and binding on all parties.

### **Resignation**

If and when a faculty member serving voluntarily chooses to resign from an existing appointment as director or coordinator, it is expected that this will happen in a manner which supports the good order and operation of their department.

## Evaluations

The evaluation of directors and coordinators is conducted to assist individuals with improving their performance and to provide the VP with input for decisions of appointment, renewal, and termination. These evaluations will normally occur annually in the spring semester unless otherwise specified or deemed necessary.

### Instructions for Completing Director/Coordinator Release Time Chart

#### Description of Factors with Weights (in bold)

##### 1. Number of different adjuncts

- # of different adjuncts for which you are responsible (exclude College Connections faculty): **10**

##### 2. Number of new adjuncts annually

- Average # of new adjuncts annually for which you are responsible: **20**

##### 3. Number of sections taught by adjuncts at your site (includes responsibility for section management, assessment oversight)

- # of sections (each CRN is a section) taught by adjuncts at your site for which you are responsible: **3**

##### 4. Number of sections taught by adjuncts at other sites (includes responsibility for section management, assessment oversight)

- # of sections (each CRN is a section) taught by adjuncts at other sites (include online courses for which you are responsible): **4**

##### 5. Number of sections taught by full-time faculty at any site (includes responsibility for section management, assessment oversight)

- # of sections (each CRN is a section) taught by full-time faculty for which you are responsible (each section can only be counted by one director/coordinator): **2**

##### 6. Number of degrees/certificates (each degree or certificate can only be counted by one director/coordinator)

- # of degrees in your area of responsibility: **10**
- # of certificates not subsets of degrees: **10**
- # of certificates that are direct subsets of degree: **5**
- # of degrees or certificates offered online: **5**

##### 7. Number of disciplines

- # of disciplines in area of responsibility: **2**

##### 8. Number of different courses

- # of different courses for which you have direct responsibility (overseeing syllabi, assessment, etc.) Each course should only be counted by one individual across the college. Do not count selected studies. (NOTE: All scheduling and faculty supervision is counted in #1 - 4): **5**

##### 9. Number of outside accreditations

- # of outside accreditations. Include only accreditations for which there is regular reporting, site visits and recurring program accreditation. Do not include affiliations. **500**

##### 10. Number of partnerships/agreements

- # of partnerships/agreements with external groups (exclude standard articulation agreements): **5**

##### 11. Number of fieldwork sites

Fieldwork sites are defined as off-campus locations where instruction takes place and which require contact from a director/coordinator. A site can be counted as both an active and a new site.

- # of Active Sites - Count only those sites which have had student placements within this annual time frame. Do not count active sites which have had no contact from the director/coordinator, but instead from others, such as internship course instructor: **4**
- # of New Sites - Count sites first established during this annual time (approval was given by the organization for student placement) that might not yet have students assigned during this annual time frame. Also count sites first established during this annual time and have had students assigned: **4**

- # of Inactive Sites (Maintenance): Count those sites which were active (students were placed there in the past) but no students have been placed within this annual time frame. To be counted these sites must still be viable options for student placement and require contact and maintenance of the relationship. **2**
- # of Attempted Site Establishments: Count those sites in which new site establishment was attempted within this annual time, but approval was denied by the organization: **2**

## 12. Director

- Faculty member serves as Director: **60**
- Faculty member serves as Coordinator: **20**

## 13. Equipment (maximum 80 points)

Equipment is defined as hardware, software, or other instructional equipment unique and essential to a program. The director/coordinator must have oversight (defined as active and direct for this equipment regardless of status as instructor of course. (I.e., equipment-related work counted here would not be the responsibility of the course instructor or staff such as a lab technician.)

- Oversight of Equipment – The D/C directly manages equipment which requires active intervention by the D/C at least once a week: **20**
  - If the equipment is complex or there is a great quantity of more simple equipment: **Add 10 more points**
- Seeking equipment – D/C has primary and ongoing responsibility for selecting and acquiring (purchasing) non-routine equipment for program, and has done so one to five times in this cycle: **5**
  - If responsibility for selecting and acquiring (purchasing) equipment for program, and has been done six or more times in this cycle: **Add 10 more points**
- Funding equipment – D/C has written at least one internal funding proposal (Strategic Initiative (SI), Marketing Initiative (MI) in this cycle: **5**
  - D/C has written at least one external funding proposal (grant) in this cycle: **10**

**Note:** If both an internal and external funding proposal have been written in this cycle then total is 15 points.

- Training others – Nature of equipment requires the D/C to train faculty or staff on use/application of the equipment. A training session must require preparation on the part of the D/C and the training session must be a minimum of one hour long. Such training has occurred one to five times in this cycle: **10**
  - If six or more training sessions have occurred in this cycle: **Add 10 more points**
- In completing the chart, please keep these points in mind:
  - In calculating adjuncts, sections, etc., use the annual number, including the previous summer and the fall and spring semesters for the current academic year.
  - The work load reported for each factor should be captured only once for each area. Directors/coordinators in the same area should consult where necessary to be sure duplicate counting does not occur in reporting workload.
  - Remember that the chart is intended to capture the workload associated with serving in the director/coordinator role. Do not include responsibilities you undertake as a faculty member (for example, serving as an advisor, supervising field placements in your role as a course instructor, etc.) unless you take on some special level of responsibility for this function in your role as director/coordinator.



### **Submitting the Charts**

Submit the completed Director/Coordinator Release Time chart, to your Dean.

### **Frequency of Review Process**

The director/coordinator release time review process will occur every two years. However, if significant changes in director/coordinator responsibilities occur part way through a review cycle, the director/coordinator may request a special review. This request should be sent to the Dean, who will review and take appropriate next steps. Recommendations for changes to release hours mid-cycle must be approved by the Vice President.

Assignment of release hours is not subject to the grievance process.

The release time calculation is based on 66.78 points for each release hour with fractional release hours .5 and above rounded to the next whole release hour. If the annual release time calculation is less than 0.5, incumbent(s) will be provided .5 release hours per year. Unless otherwise agreed to, the Director/Coordinator chart will expire at the end of the 2017-2018 academic year.

### **MOA – LEADERSHIP MODEL NEGOTIATIONS**

**Discussions between the Faculty Association and the College surrounding possible revisions to the Director/Coordinator chart and/or an alternative leadership model will continue beyond the current negotiation of a new collective bargaining agreement/**

**Until agreement is reached on a new Director/Coordinator chart model, the current model will remain in effect.**

**The Director/Coordinator chart will be recalculated, per the two-year cycle referenced in Appendix J, and new release time calculations will be implemented effective with the Spring 2020 semester, and every two years thereafter.**