

ARTICLE 8: FACULTY RIGHTS

8.1 –Academic Freedom

A faculty member, whether tenured or not, is entitled to academic freedom. It is the policy of the Board that the College strive to maintain an atmosphere in which students and faculty have ample opportunity to explore the full spectrum of ideas, opinions, and beliefs.

A. In recognition of the principle of academic freedom at Seminole State College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation, interpretation, or communication of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.

1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties.
2. A faculty member is entitled to freedom in the classroom in discussing his subject, in devising and selecting teaching strategies and educational materials, and in using them to present his subject. However, he shall not introduce a controversial matter that has no relation to his subject.

B. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. By accepting academic freedom, each individual faculty member also accepts the following responsibilities for preserving that freedom:

1. To maintain scholarly competence
2. To confine himself to his area of competence
3. To be objective
4. To speak his conclusions
5. To speak officially for the College only when authorized
6. To defend the academic freedom of his colleagues

C. The administration of the College guarantees academic freedom by making sure that all faculty members are protected from the threats of economic deprivation and discriminatory dismissal. The faculty subscribe to this statement of academic freedom with the firm belief that academic freedom neither implies the granting of license nor releases anyone of his contractual and legal duties. This statement does not diminish anyone's rights as provided under the Constitution of the United States of America.

8.2 – Bargaining Unit Member Rights

All rights, privileges and benefits expressed in this agreement shall remain in effect for the duration of this agreement. In the event the College intends to modify any right, privilege, or

44 benefit enjoyed by the faculty which is not specifically provided for in this Agreement, the
45 College agrees to give notice to the Union and provide an opportunity to negotiate any changes
46 prior to implementation.

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48 Nothing in this shall preclude the Union's right to impact bargaining.

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50 8.3 – Union Representation (Weingarten Rights)

51 A faculty member who has the expectation that disciplinary action may be initiated by the
52 College has the right to request Union representation at any such meeting with the College
53 administration. The decision whether to represent or accompany a faculty member who is not a
54 member of the Union rests solely with the Union.

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56 8.4 – Non Discrimination for Union Activities

57 A. All full-time faculty of the College shall have the right to join or to refrain from joining the
58 Union. Neither the College nor the Union shall discriminate against any employee covered by
59 this Agreement because of Union membership or non-membership.

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61 B. Any claim or charge of discrimination regarding Union activity may be processed through the
62 grievance procedure provided for in this Agreement.

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64 8.5 – Right to Privacy

65 An employee has the right to privacy with regard to his personal and private life, including, but
66 not limited to, religious and political activities, unless such actions are demonstrably detrimental
67 to the College. The College shall take no action against faculty members for activities pertaining to
68 their private or personal lives except as may otherwise be provided by statute or state board rule to
69 that effect.

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71 8.6 – Personnel Files

72 A. Any records that relate to a faculty member's performance or evaluation will be filed in the
73 faculty member's limited access file (or limited access section of their personnel file) in the
74 Office of Human Resources. The faculty member's limited access file may be released by the
75 records custodian only upon written authorization from the faculty member or upon order of a
76 court of competent jurisdiction as provided by Florida statutes. Written authorization to review a
77 faculty member's personnel files will be filed in the personnel file.

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79 B. No derogatory materials relating to a faculty member's conduct, service, character, or
80 personality shall be placed in the personnel file except for materials pertaining to work
81 performance or such other matters that may be just cause for discipline, suspension or dismissal
82 under the laws of Florida.

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84 C. No anonymous complaints shall be entered into or maintained in the faculty member's
85 personnel file.

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D. Faculty members shall be permitted to examine the contents of their personnel file. Faculty members shall have the right to answer any material in their personnel file and to have that answer attached pursuant to the laws of the State of Florida.

E. Faculty members shall have a right to a copy of their personnel file and may request a waiver of any fees for production of the copy, which request shall not be unreasonably denied.

8.7 – Outside Employment

Faculty members may engage in employment outside of the College provided that notice of such employment is provided to the employee’s immediate Supervisor in advance when possible, but in no event later than ten (10) business days from the start of such employment. An employee shall not accept outside employment which will interfere with his/her duties at the College

8.8 – Consultant Fees

A faculty member shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida.

8.9 – Faculty Offices

A. The College shall provide each faculty member with a lockable office, with no more than two faculty members assigned to the same office. Each faculty member shall have a computer with Internet access, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member’s classes whenever possible. Offices shall meet or exceed minimum size requirements as required by applicable state statutes, administrative rules, and/or state space utilization policies/procedures.

The faculty member, Union, and the College may mutually agree to temporary exceptions to the above in the event temporary reassignments are needed for remodeling or similar purposes.

B. The College shall provide at least one telephone for each full-time faculty member’s office. The use of telephones by the faculty member shall be in accordance with the administrative rules and procedures. Any violation of administrative rules and procedures may be grounds for disciplinary measures. The faculty member shall be permitted to use his office phone for long-distance calls that are required to conduct College business. The faculty member shall be permitted to use his office phone for collect or credit card long-distance calls that are at no expense to the College.

C. Faculty members will have unimpeded access to their offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the faculty member will be granted access within a reasonable time by contacting the appropriate campus security office and upon verification of faculty identification.

128 D. The College shall safeguard the security of College property including offices, equipment
129 and files.

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131 8.10 – Parking

132 Designated faculty parking shall be provided on each campus. The College shall provide these
133 facilities free of charge and within a reasonable distance of each building where faculty offices
134 are located. Such designation shall be for twenty-four (24) hours, seven (7) days per week.
135 Where feasible, the College also shall provide parking spaces as close to the building entrances
136 as possible with appropriate signage designating them as loading zones. The College shall keep
137 the parking areas maintained, lighted, and protected with appropriate security.

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139 8.11 – Access to College Mail

140 A. The College shall make its internal mail service available to each faculty member. Each
141 faculty member will be provided a mailbox or other appropriate at his assigned campus and will
142 have access to his mail through mail service personnel and/or a keyed box during reasonable
143 operating hours of the College.

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145 B. The College will provide an email account and access to each faculty member. At a
146 minimum, email access shall be provided in the faculty member’s office and via the Internet or
147 virtual private network (VPN) from off campus.

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149 8.12 – Legal Assistance

150 Legal assistance shall be provided to a faculty member when the College President or his
151 designee determines, after investigation, that action taken by the faculty member was justifiable
152 and occurred in the course of his employment. The specifics of such assistance will be
153 determined by the President.

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155 8.13 – Retired Faculty Members

156 A retired faculty member in good standing shall have privileges to use the College’s facilities
157 such as wellness programs and equipment and library facilities (access to materials and
158 electronic resources, checkout materials, etc.). Retired faculty members shall retain discounts for
159 events at College-affiliated organizations as afforded to current faculty members and subject to
160 agreements with College-affiliated organizations. Retired faculty members shall retain their e-
161 mail account and e-mail access after separation. All benefits as above are subject to and
162 consistent with the policies applicable to regular, full-time faculty members.