



HANDBOOK FOR

WORKFORCE & PROFESSIONAL EDUCATION

INSTRUCTORS

April 28, 2022

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Section A: Handbook Information

1. Summary

The purpose of this Handbook is to provide Workforce & Professional Education Instructors with guidelines while employed at Ocean County College. It is a general reference source and applies to all Workforce & Professional Education Instructors as designated in the job announcement and job description.

A current copy of this document will be posted on the College's website (www.ocean.edu). (Click on "My Ocean"; click on "Faculty/Staff Portal"; select "Offices & Services"; click on "Human Resources" and then click on "Contracts & Handbooks"). References to College Policies are included, which provide more detailed information on a topic and can be found on the Ocean County College website (www.ocean.edu) (click on "Faculty & Staff Portal"; click on "About Us"; select "Facts & Stats"; and then click on "Policies and Procedures".)

2. Management Rights

The Board of Trustees has the responsibility to manage and direct all of the operations and activities of the College and retains and reserves unto itself all powers, rights, authority, duties, and responsibilities vested in it including, without limiting the generality of the foregoing, the following rights:

- a. The right to establish, plan, direct, and control the College's mission, goals, programs, resources, activities, priorities; to establish and administer policies, procedures, plans, rules and regulations and direct and control College operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to establish or modify standards, duties, and responsibilities and maintain quality of performance; decide or determine locations, schedules, standards, duties, responsibilities, quality, work rules, and employment activities of its employees.
- b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment; to promote, reassign, and transfer employees; to decide, assign, or modify locations, schedules, duties, responsibilities, quality, quantity, and work rules; to establish, maintain, modify, or

enforce standards of performance, conduct, order and safety; to impose corrective action, discipline, and dismissal; to enforce safety standards and programs.

- c. To assign, alter, extend, curtail, discontinue work of such quantity and type to employees as management determines is necessary.
- d. To suspend, demote, discharge, or take any other disciplinary action for just cause and to lay off employees because of lack of work or for any other legitimate reasons.
- e. The foregoing enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the College be construed to mean that any right is waived. Except to the extent limited by the expressed and specific terms of the provisions of this Agreement, the College has the right to make and implement decisions relating to areas including, but not limited to, those enumerated above.
- f. No management right shall be subject to the dispute resolution process of this Handbook.

3. Definition

For the purposes of this Handbook the following terms and definitions will apply:

Workforce & Professional Education Instructor (WPE Instructor): Individual who provides non-credit course instruction for the Workforce & Professional Education Department on a per assignment contract basis.

Department: Workforce & Professional Education Department.

Continuing Education Unit (CEU): Total units assigned to a non-credit course and basis for pay for course assignment. One CEU is equivalent to ten (10) working hours. WPE Instructors may not exceed a teaching load maximum of 150 continuing education units per fiscal year, which begins July 1 and ends the following June 30.

4. Disclaimer

This reference source is not an employment contract, nor does it represent all the terms and conditions associated with any specific benefit or issue.

5. Board of Trustees Policies

All WPE Instructors covered by this handbook will be subject to the Policies of the College, which can be accessed at www.ocean.edu (click on “Faculty & Staff Portal; click on “About Us”; select “Facts & Stats”; click on “Policies and Procedures”).

6. Equal Employment Opportunity Statement

Ocean County College is firmly committed to a policy of Equal Opportunity Employment. The College has implemented Policy #3000 to assure that the educational programs, activities, services, benefits and employment opportunities offered by the College are available to all persons regardless of race, color, creed, sex, religion, affectional or sexual orientation, ancestry, national origin, gender identity or expression, age, marital or domestic partnership or civil union status, liability for military service, atypical cellular or blood trait, genetic information (including the refusal to submit to genetic testing), parental status, veteran status or disability in accordance with applicable State and Federal laws.

Inquiries regarding compliance must be directed to;

Associate Vice President of Human Resources
Ocean County College
Office of Human Resources
P.O. Box 2001
Toms River, New Jersey 08754.

Please review OCC policy # 3000 for additional information.

7. Updates

While reviewing this handbook, please note a month/year date in parentheses, following each underlined section. This month/year notation indicates the effective date of the provision. In the future, if any changes are made to the language, this date will be revised to reflect the effective date of the changes. The previous language will become obsolete. The document on the College’s website will carry the most recent information and will supersede any outdated language. A reference to an OCC College Policy may be included in a section to provide additional information. WPE Instructors, while under contract, are responsible for reading all email broadcast updates and regularly check their OCC email

account. All College-related outgoing correspondence must be sent using the assigned OCC email account.

Section B: General Employment

1. Job Announcements

The Office of Human Resources is responsible for coordinating and monitoring the hiring process in accordance with the College's hiring policies. A variety of advertising media is utilized to recruit employees, including the College's website. Generally, broadcasts are sent to all employees on a weekly basis to announce available positions.

Please review OCC policies # 3000, # 3001, # 3001A and # 3040 for additional hiring information.

2. General Understanding

WPE Instructors who are actively employed understand:

- a. Non-credit course assignments are based on Department needs and course enrollment. Assignments are at the sole discretion of the College. There is no guarantee of the number or continuance of teaching assignments, regardless of past assignments.
- b. Non-credit course assignments may be cancelled due to low or no enrollment. If the assigned course is cancelled due to low enrollment, the WPE Instructor shall have no entitlement to payment for the cancelled assignment(s).
- c. Class meetings, including the last scheduled class, must be held during all scheduled times assigned within the course listing.
- d. College Policy #2350, Patents and Copyrights, applies to the development and possession of WPE courses and course materials for any modality (F2F, online, hybrid), including but not limited to; descriptions, syllabi, handouts, assessments, presentations, lecture content, marketing materials, and any other course materials.
- e. Services and/or products may not be sold to Ocean County College students by WPE Instructors in the course of their employment.

- f. The Workforce & Professional Education Department must be notified in advance of all absences. In the case of an emergency, absences must be reported as soon as possible. The College reserves the right to require appropriate documentation when a WPE Instructor has multiple absences within an assignment period. A pattern of absences may result in the termination of the assignment contract, and the inability to be considered for future assignments

3. Administrative Termination - Removal from Active Roster

If a WPE Instructor is not available or has not responded when contacted by the department for an assignment, the College will assume the Instructor isn't interested in the assignment(s) and the Instructor will have no right to the assignment.

Human Resources will conduct an annual review with the Workforce & Professional Education Department, to determine the status of instructors on the department roster.

If an Instructor has not responded to two or more outreach communications, or declines three consecutive assignment offers, or hasn't been assigned courses for two fiscal years consecutively, the College will administratively terminate the WPE Instructor from the active status roster. An administrative termination does not prevent an individual from being considered for re-employment at Ocean County College, however, the individual will be required to apply for open positions and participate in all application and hiring requirements.

4. Personnel File

The Office of Human Resources retains the official WPE Instructor file. This file includes all hiring information, personnel actions, payroll data and other required employment information. Pre-employment, medical information or other material that is confidential or privileged is not maintained in the personnel file.

A WPE Instructor will be permitted to examine and make one copy of all materials placed in their personnel file. A written request must be submitted, at least twenty-four hours in advance, to the Associate Vice President of Human Resources, to view their individual personnel file.

Nothing contained herein shall limit the College in the maintenance and retention of other records. The College reserves the right to require its designee to be present while such file is being inspected or copied. A WPE Instructor may file a written rebuttal to any derogatory material found in their personnel file. The College reserves the right to charge a fee in accordance with College policy for excessive copying and/or multiple requests.

5. Smoking Policy

Smoking is not permitted in any OCC building, parking lot, the main campus, any satellite location or any location that can reasonably be regarded as an extension of the campus. The smoking prohibition extends to smokeless tobacco and electronic vapor emitting devices as well as the smoking of any other substance. Smoking is prohibited in all college vehicles. Please refer to Policy # 3075 for additional information.

6. Drug Free Workplace

OCC enforces all rules and regulations in compliance with a Drug Free Workplace.

7. Civility

All members of the campus community, including WPE Instructors, are required to be civil, professional and courteous at all times to students, co-workers and visitors to the college. Violations of the College's Civility policy/statement may result in termination of an assignment or inability to be awarded future assignments.

The Civility Statement can be viewed in the A-Z index (under Campus Civility) on the OCC home page. Please refer to Policy # 3005 for more information.

8. Harassment

OCC will not tolerate any form of harassment by any member of the campus community against another. Complaints should be directed to the appropriate Vice President, or the Associate Vice President of Human Resources. All complaints will be investigated in a timely manner.

Please refer to Policies # 2410 and # 2420.

9. Mandatory Compliance Training

On-line mandatory compliance training is assigned to all active WPE Instructors annually by the College. Broadcast notices will be sent periodically throughout the academic year with the internet browser address and other pertinent information.

Failure to complete the mandatory training in the communicated timeframe may result in no further assignments.

Section C: Fringe Benefits

1. Family Medical Leave

WPE Instructors may be eligible for an unpaid leave of absence in accordance with the Federal and NJ Family Medical Leave Acts. All eligible disability and long-term or frequent absences due to certified medical reasons will run concurrently with the Federal and NJ Family Medical Leave Acts.

Paid leave may be available in accordance with the Paid Family Leave Insurance Provisions of the New Jersey Disability Benefits Law to bond with a child or to care for a family member with a serious health condition.

2. Unemployment Insurance

Both WPE Instructors and the College contribute to the New Jersey State Unemployment Insurance Plan as required. Eligibility for and payment of unemployment benefits are determined by the New Jersey Division of Unemployment, based on the reason for job loss, wages earned and length of employment.

3. Sick Leave

In accordance with New Jersey Paid Sick Leave Law, all new hire WPE Instructors will receive a prorated share of forty (40) hours at the time of hire. A maximum of forty (40) hours of unused sick leave may carryover from one fiscal year to the next.

The College may require proof of illness whenever it is deemed reasonable by management. Medical proof of illness/disability is required when an absence is three consecutive days or more.

WPE Instructors are not eligible for payment of unused sick leave upon resignation.

Section D: Instructor Categories & Compensation

1. Categories

There are three categories of WPE Instructors. Newly-hired WPE Instructors will be placed in the appropriate category according to the subject category/course as outlined below. New subjects/programs may be added to a category at the sole discretion of the College. WPE Instructors compensation, based on a CEU structure, is outlined below and is non-negotiable:

WPE Instructor I – Customized Training & Professional Development

WPE Instructor II – Career & Technical Education / Credentialing Programs
(Allied Health, Education, Business, IT, and Specialized Careers)

WPE Instructor III - Community Programs (Adult Education, ESL, Test Preparation)

2. Compensation

Compensation is paid per continuing education unit (CEU), for each assignment contract, based on the Workforce & Professional Education Instructor Compensation Structure, as recommended by the President to the Board of Trustees.

3. Low Enrollment

Course assignments with less than eight (8) students may run with the mutual consent of the WPE Instructor and Department at a rate of \$280/CEU, irrespective of a WPE Instructor's assigned compensation category. If course enrollment subsequently increases prior to course start date, the WPE Instructor will be compensated at his/her assigned compensation level.

4. Pay Schedule

WPE Instructors will be paid on a biweekly basis for all assignments. A published pay schedule will be available to instructors.

5. Direct Deposit

Instructors are required to use direct deposit for their paycheck by providing either a voided check or a deposit slip that contains the correct routing and account numbers.

Earnings statements and tax forms may be accessed and changes to W-4 information may be made at any time. Information on how to access this service is available from your supervisor or the Human Resources Department.

Section E: Dismissal & Separation

1. Separation

a. Administrative Deactivation

The College reserves the right to administratively deactivate an employment account and access of a WPE Instructor due to inactivity. Inactivity may be due to unavailable course assignments, WPE Instructor availability, or course type is no longer offered.

b. Resignation

WPE Instructors must provide fourteen (14) days written notice to the Department and Office of Human Resources, exclusive of any assigned courses. If resignation causes the reassignment of assigned course(s), prorated payment for the course will be provided.

A WPE Instructor who voluntarily terminates their employment and leaves in good standing with a satisfactory work record while employed, may be considered for re-employment provided they:

1. Complete a proper application for an appropriate vacancy.
2. Meet the posted qualifications of the available position.
3. Complete and submit all required hiring paperwork

WPE Instructors do not accrue service time in this position. WPE Instructors who leave employment with the College are not guaranteed re-employment in any capacity.

c. Termination

A WPE Instructor's assignment may be terminated, with a notice period of fourteen (14) days, for reasons that include, but are not limited to, significant performance deficiencies, excessive absences or failure to adhere to conditions of employment. The Instructor will be paid for any class meetings scheduled during the notice period and is expected to cooperate in the orderly transition of the course to a new Instructor via the WPE department.

In the event the Instructor has violated policy or has engaged in serious misconduct, the College may terminate the assignment with no notice period and the Instructor will not be entitled to further pay beyond the last class taught.