

IMPASSE RESOLUTION HEARING  
BEFORE SPECIAL MAGISTRATE

M. SCOTT MILINSKI

2637 E. Atlantic Blvd #179  
Pompano Beach, Florida 33062-4939

TALLAHASSEE COMMUNITY COLLEGE,

Public Employer,

v.

Case No: SM-2017-023

UNITED FACULTY OF FLORIDA,

TALLAHASSEE COMMUNITY COLLEGE CHAPTER,

Certified Bargaining Agent

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POST HEARING BRIEF  
OF THE  
UNITED FACULTY OF FLORIDA  
TALLAHASSEE COMMUNITY COLLEGE CHAPTER

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## **Union Summary Brief**

The United faculty of Florida (Hereinafter referred to as UFF) requests that you adopt its proposals listed in Union Exhibit 1, Tab 2 (U1, T2). This Summary Brief consists of sections addressing the proposals and a closing argument.

### **Bargaining History**

UFF and the Tallahassee Community College (Hereinafter referred to as TCC) have been negotiating an initial contract since September 2016. Faculty voted for union representation by UFF in August 2016, (Certification number 1893). TCC declared impasse in September 2017.

### **ARTICLE 3**

#### **PROFESSIONAL BEHAVIOR**

**NOTE: TCC submitted a revised Article 3 on Jun3 29, 2018 that UFF finds acceptable. Accordingly, UFF considers Article 3 to be resolved.**

UFF believes employees and students have a right to work and learn in a positive, professional environment where all are treated with respect and dignity. Our proposal expresses that goal succinctly without using onerous and threatening language. TCC's proposal is overly broad, uses subjective terms, and would have a chilling effect on employees desire to participate in concerted, protected activity (TCC C-3.1). Who will be the arbiter of what constitutes disrespectful, disruptive, demeaning, intimidating, or bullying behavior? The TCC proposal could be used to discipline Faculty for being "disrespectful" or "disruptive" when challenging a management decision or disagreeing with the administration within the collective bargaining environment.

TCC's proposal fails to meet the legal standard when applied to Faculty engaged in protected activity. In United Faculty of Palm Beach Junior College v. Board of Trustees of Palm Beach Junior College, 11 FPER 16101 (1985), the Florida Public Employees Relations Commission (PERC) addressed the issue of free speech in the context of collective bargaining. PERC ruled that disciplinary action taken against union officials for

engaging in alleged defamatory conduct violated *Section 447.301(3), Florida Statutes* (FS). PERC held that when an employer disciplines employees engaged in protected activity it violates *FS 447* unless the statements were “offensive, defamatory or opprobrious and made with malice.” Speech in the collective bargaining environment can be extremely contentious, with both sides engaging in insults, misrepresentation, hyperbole and harsh rhetoric.<sup>1</sup> A policy that threatens disciplinary action or termination of employment for displaying any behavior that a given administrator determines is disrespectful, disruptive demeaning, intimidating or bullying behavior will surely weigh on the minds of Faculty as they consider whether to speak in opposition to the College’s position on collective bargaining issues. The Palm Beach Junior College case proves that such policies can and will be used by Colleges against Faculty who engage in speech critical of the institution. Given TCC’s hostility toward the Union, it is not a stretch of the imagination to conclude that the College’s language, if adopted, would result in the College retaliating against active union members by charging them with violations of the College’s civility and mutual respect policy.

TCC’s proposal would also have a chilling effect on Faculty’s willingness to engage in academic debate or present controversial ideas in the collegiate setting. The College is an institute of higher learning where Faculty and students are supposed to be free to explore and debate opposing ideas. The proposal offered by TCC would make targets of Faculty who dare to engage in debate that someone else finds offensive. Students who find a Faculty member’s lecture “demeaning” would be able to file a complaint. A supervisor could charge a Faculty member who asks questions during a Faculty meeting with displaying disrespectful or disruptive behavior. Adopting TCC’s proposal would stymie academic freedom, denying students a full educational experience and creating a

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<sup>1</sup> See, e.g. Hawaiian Hauling Service v. NLRB, 545 F.2d 674, 676 (9<sup>th</sup> Cir. 1976) (employer committed an unfair labor practice by disciplining and discharging employee for having said “you’re a liar!” to a manager at a grievance meeting; court upheld NLRB, stating, “*grievance meetings often generate high emotions. Shouting and profanity are common and are protected activities in this setting*”); Dickey v. West Central Florida Police Benefit Ass’n, 35 FPER ¶ 191 (2009) (Employer committed unfair labor practice, in violation of Florida law, when it disciplined an employee who was a union representative, where the employee’s written statements concerning management were “disparaging, belittling, and insubordinate statements about” a particular manager; employee’s statements were protected “concerted activity” under Florida labor law.).

chilling effect among Faculty over their willingness to engage in debate and speak as an academic.

UFF's proposal acknowledges that professional behavior is an expectation, but does not list numerous subjective terms open to different interpretation by individual decision makers. UFF's proposal requires Faculty and staff to treat each other with respect without incorporating loaded terms to justify punishing Faculty for exercising their free speech rights.

Although TCC's proposal is couched and presented as a civility policy, it is much more than just this. It creates new grounds for discipline without bargaining them with the union. Discipline is a mandatory subject of bargaining, and ambiguous employer policies should not be used to surreptitiously create new grounds for discipline.

Accordingly, UFF urges the Magistrate to adopt its proposal.

## ARTICLE 4

### MANAGEMENT RIGHTS

#### ARGUMENT

TCC's management rights proposal (TCC C – 4 - 1) is an overreach by the Employer to grab power and attempt to achieve through impasse what it could not get at the bargain table. The TCC proposal also violates *FS 447.501(1)(a) and (c)* by attempting to convert terms and conditions of employment into management rights.

TCC's proposal would, among other things, give TCC the unilateral authority to:

- “*discipline . . . Faculty,*” even though employee discipline is a mandatory subject of bargaining.
- “*transfer . . . employees,*” even though voluntary and involuntary transfers are mandatory subjects of bargaining.
- “*layoff and recall employees,*” even the terms and parameters of layoffs and recalls must be bargained.
- “*make . . . work rules,*” allowing TCC to establish new work rules without bargaining, no matter what they are, including work rules which affect employees' ability to retain their jobs. Any work rule that has the potential to affect an employee's continued employment is a mandatory subject of bargaining and cannot be implement unilaterally. Despite this, TCC's proposal would give itself the authority to do so.
- “*enter into contracts with private vendors or providers for any service,*” thereby allowing TCC to replace bargaining unit employees with privatized manpower and leaving UFF with no ability to object.

- *“take such measures as management may consider to be necessary. . . ,”* leaving unlimited the scope of policies and changes that the employer may implement at its sole discretion, while leaving the union with no opportunity to object.
- *“to take whatever actions may be necessary or appropriate to carry out the mission”* – See preceding comment
- *“the right to alter or vary past practices,”* even though the case law holds an employer to maintenance of its past practices, thereby further undermining the inherent union rights of TCC employees.
- *“all of the rights, powers and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the union”* – In other words, TCC would revert to retaining all unilateral authority that it possessed prior to entering into this collective bargaining agreement (CBA), its first with UFF. This is obviously unacceptable because TCC cannot impose language which would eviscerate its own CBA.
- *“all customary and usual rights, powers, functions and authority . . . whether exercised or not, are vested...”* – What are “customary and usual rights”? Apparently, the employer will be the sole arbiter of what unilateral authority falls within the scope of this vague and undefined term. No legislative body should grant such overboard unilateral authority and such unbridled discretion. This verbiage is so expansive that it could easily be exercised to impede inherent union and employee rights. The inclusion of “whether exercised or not” further eviscerates the past practice doctrine, a union right.

As these examples illustrate, TCC’s proposal would give itself unilateral authority exceeding the scope of management rights encompassed and interpreted within s.

447.209, Florida Statutes.<sup>2</sup> By contrast, UFF's proposal grants TCC the default management rights which it inherently has under s. 447.209, Florida Statutes. This is the only unilateral authority that any union can be legally compelled to give an employer, whether by legislative body action (impasse) or otherwise. Yet, UFF has gone even farther by proposing a Management Rights article which gives TCC the right to act unilaterally under statutes and State Board of Education rules as well. Given the legal authorities which allow union CBAs and bargaining rights to trump administrative code rules with preemptive effect, UFF did not have to do this. Indeed, UFF's proposal should be regarded as an act of generosity towards TCC, and yet TCC wants even more. This is all reflected in UFF's more-than-reasonable proposal on Article 4, Management Rights.

In any event, TCC's expansive Management Rights proposal is unlawful unless agreed to by UFF. As the Florida Public Employee Relations Commission (PERC) has held, an employer cannot legislatively resolve a Management Rights article at impasse unless it truly does not exceed the confines of s. 447.209, Florida Statutes. If the legislatively imposed Management Rights article oversteps into the territory of *any* mandatory subjects

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<sup>2</sup> Even where valid management rights exist, mandatory bargaining takes precedence in the event of any overlap between a management right and a mandatory subject. Only rarely is workplace subject matter comprised 100% of management right issues. In this regard, PERC has ruled:

The Commission has previously held that, **where a matter may be viewed as falling within the meaning of the phrase "wages, hours, and terms and conditions of employment," but also arguably involves a management prerogative, the apparent conflict will be resolved in favor of mandatory bargaining.** Duval Teachers United v. Duval County School Board, 3 FPER 96 at 100 (1977), *aff'd*, 353 So.2d 1244 (Fla. 1st DCA 1978); see United Faculty of Palm Beach Junior College v. Palm Beach Junior College Board of Trustees, 7 FPER ¶ 12300 at 594-595 (1981), *aff'd*, 425 So.2d 133 at 139-40 (Fla. 1st DCA 1982), *approved in relevant part*, 475 So.2d 1221 (1985). On the other hand, the Commission has refrained from interpreting mandatorily negotiable subjects so expansively as to render meaningless the management rights established in § 447.209. Thus, it has held that decisions that are fundamental to the basic direction of government and only have an indirect and attenuated impact upon the employment relationship remain as employer prerogatives. Palm Beach Junior College Board of Trustees v. United Faculty of Palm Beach Junior College, 425 So.2d 133, 137-38 (Fla. 1st DCA 1982), *approved in relevant part*, 475 So.2d 1221 (1985).

In re Petition for Declaratory Statement of the City of Hollywood, 14 FPER ¶ 19130 (1988) (emphasis added). Thus, even if a new requirement entailed both management rights and mandatory subjects, the mandatory subjects trump the management rights unless the change merely constitutes an "indirect and attenuated impact." This is just another reason why TCC's proposed Article 4 eviscerates collective bargaining and oversteps with expansive Management Rights which exceed the statutory defaults.

of bargaining, the legislative body action is deemed unlawful and will be reversed by PERC order.<sup>3</sup>

To the extent that some portions of TCC's proposal pertain exclusively to legitimate management rights, even those excerpts must be rejected by the Special Magistrate and TCC Legislative Body. This is because TCC's proposal, as currently worded, allows it to take unilateral action without prior notice to UFF, and also without prior impact bargaining for a reasonable period before implementation, contrary to law.<sup>4</sup> See TCC's Art. 4 proposal: ". . . *may be exercised without prior notice or consultation with the Union.*" It is unlawful for a Florida public employer to take legislative body action which waives a union's impact bargaining rights.<sup>5</sup>

## ARTICLE 6

### FACULTY RIGHTS

#### 6.01 – Continuation of Rights

UFF's proposal provides assurance that Faculty continues to enjoy the rights, privileges and benefits that existed before the existence of a Collective Bargaining Agreement. Commonly referred to as a maintenance of benefits clause, it is a common

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<sup>3</sup> See e.g. IAFF, Local 2416 v. Cocoa, 18 FPER 23235 (1992) ("*Here, the management rights article imposed by the City contains much of the language included in 447.209, the statutory management rights provision. However, the imposed management rights article also provides that the City can unilaterally determine, among other things, starting and quitting times, hours of work, and schedule of work times. The Commission has previously held that each of these subjects is a mandatory subject of bargaining.*"). Based on the above-quoted rationale, in Cocoa PERC found that the employer/legislative body had committed an unfair labor practice by imposing a Management Rights article which exceeded the parameters of the limited employer rights contained within s. 447.209, Fla. Stat. We hope to save TCC from this same fate, averting a ULP, by convincing TCC to refrain from imposing its unlawful Management Rights proposal. The Special Magistrate should recommend accordingly.

<sup>4</sup> Polk Education Association v. Polk County School District, 34 FPER 202 (2008) ("*It is also undisputed that the impact of a management right on the wages, hours, and terms and conditions of employment for bargaining unit members is negotiable . . . Management need not complete the bargaining process over the impact of its decision before it implements that decision. Rather, it must give notice of its decision and, if bargaining is requested, offer a reasonable period of negotiations before it implements the decision, in the absence of an emergency.*") (emphasis added).

<sup>5</sup> Palm Beach Junior College v. United Faculty of Palm Beach Junior College, 475 So. 2d 1221, 1227 (Fla. 1985) ("*We find that a blanket **impact bargaining waiver** clause such as the one presented to us here is a drastic waiver of rights guaranteed by the PERA and article I, section 6, of the Florida Constitution. . . . We find that, in Florida public sector labor relations, it most certainly is bad faith bargaining. We therefore hold that it is an **unfair labor practice for a public employer to insist to impasse** on a blanket impact bargaining clause.*") (emphasis added)



feature of CBAs. A review of the FAMU and FSU CBA's cited in UFF composite Exhibit 3 reveals that each contain clauses that preserve the rights, privileges and benefits employees enjoy that are outside the CBA.

### **6.02 - Selection of Schedules by Faculty**

UFF's proposal outlines how Faculty are assigned courses and other work in a straightforward manner – by seniority. The use of seniority in making assignments is a time-honored tradition, even at TCC, as admitted by Provost Davis. Many of the academic divisions use seniority to determine course assignment and other duties. Additionally, under UFF's proposal Faculty would continue to exercise the right of first refusal for overload/extra teaching assignments. Faculty would be limited to two additional courses per semester. The last part of the UFF proposal would require Faculty to establish normal office hours within the College's normal operating hours unless approved by their supervisor.

TCC's proposal contains no consideration for seniority. Instead, assignment is subject to the goodwill, avarices and whims of individual supervisors. TCC's proposal is an invitation to cronyism, favoritism and patronage. Absent any oversight or checks and balances, individual supervisors would be free to cherry-pick courses for themselves, their fishing buddies, or a favored Faculty member. Conversely, supervisors could use assignment as a weapon to punish less favored Faculty, giving them the most difficult courses at the most inconvenient times, or in the case of extra assignments, none at all, thereby depriving Faculty of the opportunity to earn income.

Adopting UFF's proposal would also mitigate the loss of income Faculty will suffer if the College's workload proposal becomes reality. Providing Faculty with the opportunity to teach extra classes beyond their 15 contact hours and summer classes would help mitigate the loss of income many Faculty will experience if the current workload formula is eliminated. Giving Faculty the right of first refusal for teaching additional classes is a fair and equitable accommodation that serves the interest of Faculty, college and students.

### **6.03 - Right to privacy**

The right to a personal life not under scrutiny by an employer is a common feature of CBA's. The UFF proposal makes clear that a Faculty member's private life is their own business unless the College can demonstrate that a Faculty member's personal life is "detrimental to the College's interests."

#### **6.04 Surveillance Equipment**

Virtually all Faculty opposes the use of video cameras to surveil Faculty, particularly when they are teaching. Faculty are legitimately concerned about the presence of video cameras and other recording devices in classrooms full of cables, smart TVs with cameras, computers and monitors, projectors, and ever evolving and more powerful technology. Supervisors are sure to embrace this technology as a method of observing Faculty for performance or for investigatory purposes. Faculty do not want classroom technology weaponized and used against them. They also object to surveilling without cause Faculty offices and work computers. Our proposal would protect against this and is in accord with current practice.

#### **6.05 - Legal assistance**

UFF's proposal to require the College to provide legal counsel to Faculty members is consistent with state law and other college and universities CBA's. *Florida Statutes 111.07* authorizes colleges to provide legal representation to employees named as defendants in legal actions against the employer. The statute also sets forth the limitations to representation, ensuring the College has the ability to sever the representation if the employee's actions were outside the scope of their employment.

The UFF proposal outlines the conditions under which TCC will provide representation and gives notice to Faculty of the limitations of the College's obligation to provide representation to Faculty. The Union proposal is balanced, considers the College's and the Faculty's interests and serves the public's interests by following Florida law.

## 6.06 Seniority

Seniority is a much valued term of employment with a long history in collective bargaining. The use of seniority to decide assignments, layoffs, promotions and many other terms and conditions of employment is a common feature of union contracts for a simple reason – seniority works as a deciding factor. Seniority is widely accepted by employees and managers as a fair and objective method for deciding many personnel actions.

UFF's proposal defines seniority by rank, (Professor; Associate Professor, Assistant Professor, Instructor), (Librarian, Associate Librarian, Assistant Librarian), years in rank and then hiring date. An example would be an Associate Professor with five years in rank and a hiring date of January 1, 2005. She would have five years seniority in rank and a total of 13(plus) years total seniority.

Seniority is an objective criterion that does not require an individual to make a value judgment. Faculty members perceive seniority as a fair method to decide between two employees with substantially equal qualifications. For example, in a reduction in force, using seniority as a deciding factor would result in retaining more experienced Faculty, from which students would benefit. In a scenario where two Faculty members are equally qualified and hold the same rank, the more senior Faculty would be retained. Seniority is a universally understood concept that is simple to explain and administer. Employees perceive seniority as the most objective method of making decisions regarding assignment and layoffs.

Additionally, the UFF proposal delineates under what conditions a Faculty member shall continue to accrue seniority while in a non-active status. Seniority continues to accrue when an employee is on paid leave, but not while on unpaid leave or when employed outside the bargaining unit.

More senior Faculty are on the higher end of the pay scale. Thus our proposal would protect against the temptation that that the College may have to lay off higher salaried Faculty.

TCC would ignore seniority altogether in favor of a patronage system. The College proposal would allow individual supervisors to make career-affecting decisions based on their own judgment regarding the skills, performance or other qualifications of Faculty. Their proposal lacks any checks and balances, consideration of Faculty longevity or rank and is prone to cronyism, favoritism and personal bias. An absence of any objective criteria makes TCC's proposal untenable.

#### **6.07 - Use of Faculty to Fill Extra/Summer Assignments**

This proposal is designed to give Faculty first right of refusal, by seniority, in the selection of extra/summer assignments before classes are offered to non-bargaining unit personnel. The proposal also contains the process by which Faculty apply for extra/summer assignments.

For fall and spring semesters, Faculty must inform their supervisor that they desire to teach additional assignments as part of their overall teaching preference request. Supervisors are required to publicize all available extra assignments throughout the year.

Summer assignments require Faculty to submit requests by a date certain, the supervisor must timely respond to their request. Finally, the proposal requires Faculty and supervisor to decline the summer assignment by a date certain or both parties are obligated to accept the assignment.

UFF's proposal allows for teaching assignments outside the Faculty member's division based on seniority. Faculty must request an assignment from their supervisor and the supervisor of the unit in which the assignment exists. The college retains the right to approve or disapprove.

UFF's proposal gives Faculty seniority rights to claim extra/summer assignments; however, the Faculty must give notice. The College is not obligated to assign extra classes to Faculty who have not requested such. The only burden on the College is regularly posting notice of available extra/summer assignments and ensuring that seniority is observed in the event two Faculty apply for the same assignment. All of this is current practice at TCC as testified to by Dr. Balinsky and Provost Moore-Davis.

## **6.08 Personnel Files**

This proposal defines a Faculty personnel record, separates evaluative material exempt from public records as defined in *FS 1012.81*, allows Faculty to inspect and copy their personnel file, prohibits the inclusion of anonymous material, prohibits the establishment of a separate “secret” file, allows Faculty to attach written comments to any file in the document and requires the College to document the name of anyone who reviews a Faculty member’s privacy folder.

The content of a Faculty member’s personnel file is critical for making important personnel decisions, including promotion and tenure. Faculty have a vested interest in knowing that the information contained in the personnel file is complete and accurate. The UFF proposal creates checks and balances to ensure Faculty know what information is contained in their file. Additionally, Faculty would have a method for challenging the accuracy of a document and for responding to any material placed in the file. UFF’s proposal has a minimal cost to the College and does not place an undue burden on the College.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION

#### Sections 2 and 18

UFF Objects to any TCC proposal that eliminates statutory right to file a grievance. UFF asserts that TCC proposals eliminating the right to grieve constitutes a waiver of UFF rights. UFF rejects the waivers and insists on retaining its right to grieve all terms and conditions of employment.

In TCC's proposals, Sections 2 and 18 explicitly prohibit grievances which contest either (a) TCC's non-renewal of an employee's annual contract; and/or (b) TCC's failure to award a continuing contract, regardless of whether the grievant-employee has met all prerequisites to earn such a contract. The problem with this language is that several subsections of the CBA (collective bargaining agreement) would be violated if TCC non-renewed an employee's contract or failed to award a continuing contract. Despite this, UFF would be barred from grieving those very CBA violations. Accordingly, sections 2 and 18 are unlawful unless agreed to by UFF, and will be reversed by PERC if they are imposed through legislative body action at impasse. PERC has repeatedly barred employers from using the impasse process to impose contract articles which carve out exceptions to a union's or employee's use of their contractual grievance procedures. Otherwise stated, TCC is inviting litigation and a PERC-ordered reversal if its legislative body moves forward to implement TCC's proposals on articles 2 and 18.

Sections 2 and 18 constitute a "waivers" under Florida public sector labor law, as interpreted by our administrative tribunal and labor relations board, PERC. Among other things, a "waiver" is contract language that excludes another part of the CBA from its grievance procedure. This is because Florida Statutes require that *all* portions of a collective bargaining agreement must be subject to its contractual grievance procedure, with arbitration as its final step. See § 447.401, Fla. Stat. (2018).<sup>6</sup> This requirement is

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<sup>6</sup> Section 447.401, Fla. Stat. provides, in pertinent part: *"Each public employer and bargaining agent shall negotiate a grievance procedure to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a collective bargaining*

regarded as a statutory entitlement of public employees and their unions.<sup>7</sup> PERC's opinion is that this type of "waiver" -- one that renders any other part of a CBA ungrievable or inarbitrable --- may not be imposed by a Legislative Body (employer) through the impasse process either. See e.g. In re Orange County Classroom Teachers Ass'n v. Orange County School Bd., 7 FPER 12179 (1981)<sup>8</sup>; see also TTWISEU v. Canaveral Port Authority, 26 FPER 31221 (2000).<sup>9</sup>

Thus, the courts and PERC have often held that "waivers" cannot be imposed through the legislative body/impasse process. When this happens, PERC returns the parties to their pre-impasse status quo without the impugned waiver in their CBA.<sup>10</sup>

In Hollywood v. PERC, PERC observed that "*the legislative body [employer] eliminated a statutory right of appeal granted by the legislature in Chapter 682 without the agreement of Local 1375. As stated in Orange County Police Benevolent Association v. City of Casselberry, 457 So.2d 1125 (Fla. 1st DCA 1984), unless the parties mutually and expressly agree to **waive a statutory right, it cannot be lawfully imposed.**" Hollywood*

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*agreement. **Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties . . .***"

<sup>7</sup> As PERC has often reiterated, the statutory right to a grievance procedure in Section 447.401, Fla. Stat., is the right to a *fair* grievance procedure. § 447.401, Fla. Stat. (2018) ("All public employees shall have the right to a **fair** and equitable grievance procedure . . .") (emphasis added).

<sup>8</sup> In Orange, PERC found as follows: "*Because Section 447.401, Florida Statutes, requires that all disputes regarding the interpretation or application of a collective bargaining agreement be resolved through the contractual grievance procedure, **no party to negotiations may insist upon language which purports to exclude any provision of the agreement from the grievance procedure.** It therefore follows that **no such language can be imposed through legislative action pursuant to Section 447.403(4), Florida Statutes**" Id. (emphasis added).*

<sup>9</sup> In Canaveral, PERC observed: "*Limitations upon arbitrators and arbitrators' remedies, in addition to not being included in a 'standard' arbitration clause, may result in an arbitration clause being deemed to be unenforceable because of the unusual nature of the limitations upon arbitration...[T]he exemption of contractual disputes from a collective bargaining agreement's grievance procedure would constitute a partial waiver of the statutory right provided by Section 447.401 and that such a waiver couched in a proposal from management is a permissive item of bargaining **which may not be imposed by the impasse procedure.***" Id. (emphasis added).

<sup>10</sup> See Palm Bch. Jr. College Bd. of Trustees v. United Faculty of Palm Bch Jr. College, 475 So. 2d 1221 (Fla. 1985) ("*In this case, the bargaining **waiver, which should never have been taken to impasse . . . The parties should be returned to the status quo as it existed at the moment impasse was declared***") (emphasis added); see also United Faculty of Florida v. University of Central Florida Board of Trustees, 30 FPER ¶ 229 (2004) ("**This waiver by the UFF terminated, however, when the UFF informed the BOT in June 2003 that it would no longer allow the BOT to unilaterally grant these wage increases**"; "*We conclude that the BOT committed an unfair labor practice in violation of Section 447.501 (1)(a) and (c), Florida Statutes, by continuing to grant out-of-cycle wage increases to unit employees after the UFF notified the BOT that it desired to negotiate over these increases*") (emphasis added).

v. PERC, 476 So. 2d 1340, 1342 (Fla. 1st DCA 1985), *affirming in relevant part Hollywood Fire Fighters, Local 1375 v. City of Hollywood*, 11 FPER 16001 (1984).

Even when agreed to by both parties, the Second District Court of Appeal's perspective on waiving employee statutory rights through collective bargaining is as follows: *"We feel it is clear that the legislature did not intend to permit a public employer to negotiate a collective bargaining agreement in which it relinquishes a statutory duty or in which its employees relinquish statutory rights. The agreement may add to statutory rights and duties, but may not diminish them."* PERC v. DeSoto County Teachers Ass'n, 374 So. 2d 1005, 1015 (Fla. 2d DCA 1979).

In short, Sections 2 and 18, as proposed by TCC, are patently unlawful and simply cannot be taken through the impasse process, absent an agreement with UFF. UFF has not agreed to these two sections, which is why TCC is now attempting to use the impasse process to impose them unlawfully. Neither TCC's Legislative Body nor the Special Magistrate should fall into the illegal trap which TCC has set in its proposal on sections 2 and 18.

Section 18 goes a step further and even bars employees/UFF from pursuing challenges under Ch. 120, Florida Statutes. This includes challenges which are statutorily available to employees under s. 120.57, s. 120.569 and s. 120.69, Fla. Stat., among others. While this bar on exercising Ch. 120 rights does not constitute an unlawful carve-out from the grievance procedure, it does constitute an unlawful waiver of employee statutory rights. As explained above, Florida law prohibits public employers from taking any waiver of employee statutory rights to impasse and/or undertaking Legislative Body action which imposes such waivers.

For all of these reasons, Sections 2 and 18 must be rejected as illegal. There is no wiggle room for the Special Magistrate or the TCC Legislative Body on these two sections of TCC's proposals.

## **Section 9**

UFF Objects to TCC's proposal that allows it to negate an unfavorable arbitration decision by claiming that the award exceeded the amount budgeted for the administration of the CBA. UFF asserts that the TCC proposal on Section 9 infringes its statutory right



to a grievance process that ends in final and binding arbitration. Accordingly, Section 9 is unlawful for the same reasons already explained above (with respect to Art. 8, sections 2 & 18), but it is additionally unlawful for the following reasons as well.

TCC's proposal authorizes its chief executive officer to ask the BOT to underfund the CBA, rendering it unenforceable and meaningless. It also bars UFF from filing grievances over such underfunding and explicitly restricts an arbitrator from ruling on said underfunding. This is problematic because public employees have a statutory right to ensure that their employer seeks full funding of their CBA, pursuant to s. 447.309(2)(a), Florida Statutes.<sup>11</sup> TCC's proposal expressly waives this statutory right. As previously discussed, it is unlawful for a Legislative Body (employer) to impose as its impasse resolution any language which waives employee statutory rights.<sup>12</sup>

In addition, TCC lost its right to underfund its CBAs in 1994-1995 when the law was amended to take this privilege away from public employers, except for executive branch agencies of the State of Florida.<sup>13</sup> TCC is not the State of Florida<sup>14</sup> and therefore

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<sup>11</sup> Section 447.309(2)(a), Florida Statutes, requires: “[T]he chief executive shall, in his or her annual budget request or by other appropriate means, request the legislative body **to appropriate such amounts as shall be sufficient to fund the provisions of the collective bargaining agreement.**” (emphasis added).

<sup>12</sup> See e.g. Hollywood v. PERC, 476 So. 2d 1340, 1342 (Fla. 1st DCA 1985), affirming in relevant part Hollywood Fire Fighters, Local 1375 v. City of Hollywood, 11 FPER 16001 (1984) (“the legislative body eliminated a **statutory right** of appeal granted by the legislature in Chapter 682 without the agreement of Local 1375. As stated in Orange County Police Benevolent Association v. City of Casselberry, 457 So.2d 1125 (Fla. 1st DCA 1984), unless the parties mutually and expressly agree to **waive a statutory right**, it cannot be lawfully imposed.”) (emphasis added).

<sup>13</sup> In 1994 or 1995, the following language was amended out of the Florida Statutes: “If less than the requested amount is appropriated, the collective bargaining agreement shall be administered by the chief executive officer on the basis of the amounts appropriated by the legislative body.” At the same time, this language was replaced with the following instead: “**If the state is a party** to a collective bargaining agreement in which less than the requested amount is appropriated by the Legislature, the collective bargaining agreement shall be administered on the basis of the amounts appropriated by the Legislature.” § 447.309(2)(b), Fla. Stat. (1995-2018). When this statutory amendment was enacted, all Florida public employers lost their right to underfund their CBAs, except for executive branch agencies of the State of Florida.

<sup>14</sup> See, for example, Fla. AGO 080-64, in which the Attorney General of the State of Florida issued the following opinion:

In AGO 071–175, this office, recognizing the unique position occupied by community colleges and stating that such colleges serve a ‘distinctly local function,’ **concluded that a community college was not a state agency.** This conclusion has been reaffirmed, expressly or impliedly, in later opinions of this office. . . . While the term ‘state branches and agencies’ is not defined for the purposes of the statute, it does not appear, in my opinion, that such a term would encompass a community college which has been expressly designated by statute as a political subdivision of the state or the college district which is designated as an independent, separate, legal entity

has no such legal right, particularly when juxtaposed against employees' statutory right to insist that their employers seek full funding of their CBA, pursuant to § 447.309(2)(a), Fla. Stat. When making its proposal on section 9, the TCC bargaining team must not have realized that Florida College System employers had lost their right to underfund a CBA twenty years ago. As a result, what remains in TCC's proposal on section 9 is an unlawful intrusion into the statutory rights of UFF and public employees at TCC. Consequently, TCC's proposal must be rejected by the Special Magistrate and the TCC Legislative Body or else PERC will be forced to reverse it.

PERC has also held that limitations on an arbitrator's remedies are patently unlawful when imposed into a CBA through legislative body action (impasse),<sup>15</sup> although

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created for the operation of the community college. My examination of s. 110.117 failed to reveal any evidence that the Legislature intended the provisions of part I, ch. 110 to be binding upon the state's political subdivisions, nor has any such evidence of legislative intent been brought to my attention. *Cf.* s. 110.203(1), F. S., defines 'state agency' or 'agency,' for the purposes of part II, ch. 110, as 'any official, officer, commission, board, authority, council, committee, or department of the *executive branch or the judicial branch of state government* as defined in chapter 216.'" Fla. AGO 080-64 (1980) (emphasis added).

<sup>15</sup> In District 2A v. Canaveral Port Authority, 26 FPER 31221 (2000), PERC opined that legislative body action at impasse cannot restrict an arbitrator's remedies:

I also agree with District 2A that the grievance arbitration provision constitutes a waiver of an employees' right to a "fair and equitable grievance procedure." In each instance, the **limitations placed on the arbitrator's authority** by these paragraphs are advantageous to the CPA. **Should a grieving employee receive a favorable ruling at arbitration, he or she faces a limited or reduced monetary remedy.**

**Such restrictions on the arbitrator's authority to resolve and remedy employee grievances go well beyond the establishment of a grievance procedure**, and are not subjects over which Section 447.401, Florida Statutes, requires the parties to negotiate. **Thus, they are permissive subjects of bargaining** which the parties may include in their agreement if they so choose. **By imposing the above-identified provisions upon unit employees through legislative body action, the CPA failed to bargain in good faith**, in violation of Section 447.501(1)(c), Florida Statutes.

Inasmuch as the "long" version of the arbitration provision **places restrictions upon** the issues that may be arbitrated as well as **the arbitrator's remedy**, the Commission agrees with its hearing officer that negotiating this issue to impasse and then **attempting to impose this provision through the impasse procedure is an unfair labor practice** within the meaning of Section 447.501(l)(a) and (c), Florida Statutes. City of Hollywood v. PERC, 476 So.2d 1340 (Fla. 1st DCA 1985), aff'g in relevant part 11 FPER ¶ 16001 (1984) (legislative body cannot lawfully

such language can be agreed upon mutually by a union and employer. Yet, here, UFF has not agreed that, *“the arbitrator shall have no authority, power, or jurisdiction to construe any provision . . . of this Agreement. . . ,”* as proposed in TCC’s section 9 proposal. Accordingly, absent UFF’s agreement, this language becomes unlawful when it is imposed by TCC’s legislative body as an impasse resolution. Thus, for multiple reasons, the Special Magistrate has no choice but to recommend against TCC’s proposal on Section 9.

## ARTICLE 11

### APPOINTMENT, CONTRACTS AND TERMINATION

#### Article 11.3

TCC’s proposal for Article 11.3 would make all future librarians and counselors eligible *only* for annual contracts, even though many librarians and counselors already employed at TCC *do* hold continuing contracts. Throughout the Florida College System and the State University System, it is common for employees in these positions to hold continuing contracts. The latter know that higher education employers are unable to retain such faculty without continuing contracts as an eventual or earned incentive. Without continuing contracts, TCC will end up creating a revolving door of librarians and

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eliminate arbitration rights in impasse resolution proceedings); Accordingly, the CPA's exceptions six through twenty-one are denied.

In Canaveral Port Authority, PERC also quoted In re Orange County Classroom Teachers Association, 7 FPER 12179 at 401 (1981) as follows:

The apparent goal of an employer in seeking to exclude certain contractual language from the grievance procedure, according to the [employer], is to provide contractual language for certain terms and conditions of employment, but to prevent an arbitrator from reviewing the correctness of “management decisions” with regard to these terms and conditions of employment. Under this theory, an employer would be able to negotiate working conditions in a collective bargaining agent [sic], incorporate the agreed-upon conditions in a collective bargaining agreement, and then **retain the ultimate authority to determine what remedy, if any, is appropriate** if it breaches the agreement. **Such a procedure directly conflicts with the legislative judgment that an impartial arbitrator is in a better position to fairly decide** whether a contractual breach has occurred and **what would constitute an adequate remedy**.

District 2A v. Canaveral Port Authority, 26 FPER 31221 (2000) (emphasis added).

counselors in constant departure mode. These faculty will not stay at TCC because they cannot afford to support their families while living with no expectation of continued employment from one year to the next. This is simply not what the competition is offering. Accordingly, it would be unwise for TCC to lock itself into an annual contract-only system.

For this reason, and for reasons of consistency with peer institutions in the Florida College System and State University System, UFF asks the Special Magistrate to adopt UFF's proposed insertion of the word "continuing" into TCC's proposal for Article 11.3. UFF additionally proposes that one sentence from TCC's subsection 11.3.A. should be stricken, for the additional reasons elaborated below.

**Article 11.3.A and Article 11.4.A, C, G, H & I**

Here again, the Special Magistrate's hands are tied by the law, as are the hands of the TCC Legislative Body. UFF's proposals contain one stricken sentence from each of TCC's proposals on the following subsections: Article 11.3.A and Article 11.4.A, C, G, H & I. The stricken sentences are all very similar, if not identical. They each carve out exceptions to the grievance procedure and make specified portions of the Collective Bargaining Agreement ungrievable and inarbitrable. Based on the copious case law already quoted under Article 8 (above), this type of verbiage is patently unlawful and cannot be taken to impasse unless the union agrees to it.

This brief will not repeat the legal explanations already provided above. However, UFF hereby incorporates by reference its Article 8.2 & 8.18 arguments and legal citations as they similarly apply to Article 11.3.A and Article 11.4.A, C, G, H & I.

Based on the law alone, the Special Magistrate and the TCC Legislative Body (Board of Trustees) have no alternative. Simply put, they are bound by the law and cannot vote to adopt, or recommend adoption of, illegal contract language.

## **ARTICLE 9**

### **FACULTY WORKING CONDITIONS AND WORKLOADS**

#### **9.01.A.1 Contact Hour**

UFF's proposal regarding the definition of a contact hour is based on *FS 1012.82*, which is defined as a "regularly scheduled classroom activity of not less than fifty (50) minutes in a course of instruction." Other forms of instruction and release time are scheduled as sixty (60) minute contact hours.

This definition is commonly used among Florida colleges with CBA's. Article 2.14 of the Hillsborough Community College and the Faculty United Service Association defines a contact hour as 50 minutes and all others as 60 minutes. Likewise, article 3.31 of the Eastern Florida State College and UFF CBA utilize the same definitions for contact and clock hours, as does article 10.4, Instructional Faculty Workload of the Seminole State College UFF CBA. Adoption of the UFF proposal would conform to Florida law and current practice among other similarly situated colleges.

#### **9.01.A.2 Evening Assignment**

This proposal addresses the issue of evening assignments, primarily teaching, setting 4:30 PM or later as the time period when such assignments occur. The language provides that Faculty must consent to teaching classes ending after 8 PM and allows a minimum of twelve (12) hours between classes unless the Faculty member agrees to a shorter period. The twelve hour rule is designed to give the Faculty member adequate time to rest and prepare between classes. The proposal would allow a Faculty member to agree to a shorter rest period, but could not mandate their participation.

Minimum rest periods between evening and daytime classes are a common feature in college CBAs. The Seminole College CBA allows for a 10 hour rest period (article 10.4.G), while article 8.3.A.8 of the Broward College UFF CBA provides for a 12 hour rest period. The Pensacola State College CBA in article 9.01.B.2 also provides for evening assignments and a 12 hour rest period. UFF requests that the Magistrate take notice that the College did not address evening assignments in its proposals.

### **9.01.A.3 Duty Day**

The proposed language would simply define as a duty day those calendar dates for which Faculty are paid, either as a day of instruction when classes meet or a non-instructional duty day when classes do not meet and Faculty are expected to be on campus or on approved leave.

### **9.01.B Compensation for Overload Hours**

Establishes the rate of pay for assigned overload hours and additional overload hours at the rates set in Article 23, salaries. The rationale for UFF's proposal regarding the rate of compensation for overload hours is contained in the section of this brief addressing Article 23, Wages.

#### **9.01.C.1 - Instructional Faculty Workloads - Standard load**

UFF proposes adopting the workload formula contained in TCC Policy 05-09 (U-4) into Article 9.01.C.1, Standard Load, in place of the standard teaching load language in Article 13.1 proposed by TCC. UFF's proposal is straightforward, current language and practice, and Faculty and staff are familiar with the policy. Most importantly, Faculty members have confidence in the current load formula, perceiving it as a fair and balanced system for determining assignments.

UFF's proposal also reflects a common practice among Florida's state colleges in the creation and implementation of a formula that accounts for the differences in teaching certain types of classes. Pensacola State College uses a point system to calculate and determine a full teaching load (Attachment 1, page 9-4). Chipola College also uses a point system (Attachment 2, page 9), as does Florida State College of Jacksonville (Attachment 3, page 42), Hillsborough Community College (Attachment 4, page 33), and Palm Beach State College (U-X, page 53). Provost Moore-Davis testified that TCC is the only college to use this particular workload formula (T. 74:23-25), implying that TCC is an outlier among Florida's state colleges, when in fact, it is not. As noted above, several colleges utilize some sort of point system and formula to determine teaching load.

Policy 05-09 accounts for the number of students, the total student contact hours, and the number of class preparations that constitute a full teaching load. Current policy continues to work effectively according to Scott Balog, TCC Chief of Staff, who testified about the various achievements and accolades TCC has received for its effective programs (T. 17-20).

Jennifer Robinson, UFF-TCC president and Art History Professor, testified about how the current load formula works (T. 202 – 206) at TCC (*See also UFF Composite Exhibit, Tab 1, slides 42-44*). The formula takes into account the fact that she is teaching 40 – 60 students in a single class, resulting in her teaching fewer classes but still managing a 150-student workload. Because Robinson teaches courses with large numbers of students, the formula adjusts for the size of her classes. Faculty like Robinson who teach fewer courses also take on extra office hours to comply with Florida law that requires 15 student contact hours per week.

Robinson also testified that UFF is open to discussion around the standard workload, but noted that the College has refused to discuss capping class size. She also testified that adoption of the College's proposal would negatively impact her ability to provide quality instruction and student advising, particularly if she were to receive a five course/fifteen hour assignment (T. 211).

Brenda Reid, Professor of English and Reading testified that the existing workload formula has been in place for 18 years and that in her opinion, is "efficient and effective," and gives different academic disciplines flexibility to take into account their interactions with students (T. 209:17-23). Professor Reid described how the formula is applied to her current assignment (UFF Composite Exhibit, Tab 1, slides 45-49), which includes a 40 percent reassignment because of her role as Program Coordinator. Reid noted that English Faculty typically teach four courses per semester with a cap of 30 students per class (T. 215:14-16). Faculty who choose to teach four classes work 3 hours per week in the Learning Commons, which is where English Faculty assist students with writing essays, term papers and other written communications. Time spent in the Learning Commons is student contact time (T. 216:22-25) as defined by *FS 1012.82*. Reid's testimony corroborated Robinson's statements regarding the current formula's flexibility

and its desirability over vague and ephemeral assurances from administration that it will treat Faculty fairly.

Robert Lutz, an eight-year veteran of TCC, is a Professor of Oceanography who testified that he typically works a 12-hour course load and an additional three hours as new Faculty facilitator TCC (UFF Composite Exhibit, Tab 1, slides 50-52). As a science teacher, Lutz noted that TCC's workload proposal would have a definite impact on his ability to provide group and individual instruction due to the increased number of students in his classes. Lutz expressed concern that science Faculty need time to develop innovative strategies, labs and hands-on experiences (T. 231:16-25) through group and individual instruction (T. 232:1-9). He testified that the current system "works pretty well" (T. 241:19).

Patrick McDermott is an Assistant Professor who serves as the Program Coordinator of First Year Experience (FYE) and Program Chair of College Success (CS). These two programs account for 80 percent of McDermott's workload, he also teaches one course per semester. McDermott has been given reassigned time since 2014, his presentation (UFF Composite Exhibit Tab 1. Slides 54-56) was based on his colleagues typical teaching assignments (T. 244:1-8).

McDermott's assignment is an example of how well the current formula works. The current workload formula is flexible enough to allow Faculty to meet their workload requirements with alternative assignments. McDermott teaches one course and is reassigned to other duties, including CS, a mentoring program for adjuncts, and FYE, a program designed to assist students in making their first year of college a successful endeavor (T. 242-246). CS affects students through improved training of Adjunct Faculty. FYE is a direct contact program working with students. Additionally, McDermott spends three hours a week in the Learning Commons, which is student contact time.

The testimony of Robinson, Reid, Lutz and McDermott revealed that there is no one size fits all solution to the College's perceived problem regarding workloads. The College asserts that assignments are not being utilized effectively, citing as proof the fact that 81 percent of Faculty members receive an extra teaching assignment even though



they are not teaching a full 15 contact hours. However, all the witnesses testified they meet the workload requirements through alternative assignments. Robinson teaches larger classes and holds more office hours; Reid is program (department) chair in addition to teaching courses. English Department Faculty members teach four classes (12 contact hours) and work with students in the Learning Commons (3 contact hours) to meet their load. Lutz teaches but also serves as program coordinator. McDermott teaches a single course but is responsible for the FYE program campus wide and for adjunct Faculty success. All meet the workload requirements, albeit in different ways. The current system for determining workload assignments meets the needs of Faculty and students while adhering to *FS 1012.82*. . The College's chief complaint at hearing was their insistence that the current system being used to determine workload does not comply used to determine workload with the fifteen hour requirement. A close review of *FS 1012.82*, however, reveals that the law allows the College to meet the contact hour requirements through alternate assignments:

*“However, the required classroom contact hours per week may be reduced upon approval of the president of the institution in direct proportion to specific duties and responsibilities assigned the Faculty member by his or her departmental chair or other appropriate college administrator.”*

The current workload formula appears to work well and comply with current law in spite of the College's assertions otherwise.

#### **9.01.E - Substitute Teaching**

Requires Faculty to provide reasonable notice regarding classroom absences and where feasible assist in handling such absences. Faculty who substitute teach would be compensated at the overload rate as provided in Article 23, Wages. Allows Faculty to substitute for each other without compensation subject to supervisory approval.

UFF's proposal would continue current informal practice of allowing Faculty to substitute for each other, thus saving the College the cost of paying a substitute to teach the class. The UFF proposal also adopts current practice regarding the rate at which

Faculty are paid when substituting for other Faculty. The cost to the College is minimal, and the College retains the right to decide who substitutes.

### **9.02 - Healthcare Division Instructional Faculty**

Establishes the normal duties, workload, and overload rates for Healthcare Faculty. Makes allowances for Healthcare Faculty to teach in other departments in order to meet standard load requirements, which consists of 180 contact hours per semester. Overload pay would be set at the rates described in Article 23, Wages. The UFF proposal adopts current practice for Healthcare Faculty regarding load and overload pay rates.

### **9.03 - Library Faculty**

Establishes the normal duties, schedules, hours, overload rate for Librarians. Requires Librarians to teach information literacy concepts and skills as part of their normal duties. Sets the work week for Librarians at 40 hours per week, provides for rotational evening or weekend duty in the event not enough Faculty volunteer for such duties. Also allows one and one-half hours for participation in the Wellness program. Requires supervisor to decide evening assignments in consultation with the Faculty Member. Allows Librarians required to take College coursework during regular work hours with supervisory approval. Permits Librarians to apply for overload teaching assignments and teach in any discipline in which they are credentialed and qualified. Sets overload rates as described in Article 23, Wages. UFF's proposal would adopt current practice regarding Librarian hours, assignments, overloads and overload pay rates.

### **9.04 - Counseling Faculty**

Establishes the normal duties, schedules, hours, overload rate for Counseling Faculty. Sets the work week at 40 hours, provides for one hour of other professional activities per each 40 hours. Also allows one and one-half hours for participation in the Wellness program. Requires Counseling Faculty to work at least one day within each pay period and entitles Faculty to a duty-free consecutive 24 day period. Gives the College the authority to establish Counseling Faculty work schedules that differ from Teaching Faculty in order to meet student needs. Sets overload rates as described in

Article 23, Wages, and gives the Counselor the option of choosing an overload payment or compensatory time. Counseling Faculty would be allowed to substitute teach courses for which the Counselor is credentialed and qualified to teach, and would be compensated at the overload rate as described in Article 23, Wages (*NOTE: UFF proposal incorrectly cites Article 15.02.C*). Establishes the extended summer assignment at 210 clock hours, and provides that the supervisor will set specific hours of work in consultation with the employee.

### **9.05 Non-teaching Days**

Outlines duties of Teaching Faculty on Faculty workdays. Allows Faculty to be available via phone or email unless assigned specific on-campus duties. Requires Faculty to take leave in the event they are unavailable by phone, email or in person.

### **9.06 Office Tasks**

This provision is designed to prohibit Faculty from being required to perform clerical and other staff duties. Faculty may volunteer to perform such tasks but must be compensated at their daily rate.

### **9.07 Faculty Teaching in Other Divisions**

This section establishes the procedure by which a Faculty member may request a teaching assignment in another division. The language also allows the College to assign Faculty to teach in another division. Faculty who request an outside assignment must be performing satisfactorily in their current assignment. This proposal allows the college to utilize Faculty member's skills and education in areas outside their accredited discipline, thereby benefitting students. Faculty would benefit by strengthening their teaching skills and resume, and students would benefit from being taught by Faculty with a broad interdisciplinary knowledge base.

## **ARTICLE 11**

### **APPOINTMENTS, CONTRACTS AND TERMINATION**

#### **11.3 Annual and Continuing Contracts for Librarians and Counselors**

UFF proposes continuing the College's current practice of granting Librarians and Counselors Continuing Contract status as provided by State Board Rule 6A-14.0411 (UFF – 7) and as reflected in TCC Board Policy 05-02 (UFF – 8). Currently, two members of the Library Faculty hold continuing contracts. Most Florida state colleges classify Librarians as Faculty. Balinsky testified that TCC Librarians have been classified as Faculty by policy for several years (TR – 328-330). He also noted that a survey of Florida colleges conducted by TCC Librarians revealed that 16 of the 28 state colleges consider Librarians as Faculty (UFF – 9).

TCC's rationale to support its proposal to deny continuing contract to Librarians and Counselors is based on a dubious claim that they are not Faculty. As Balinsky testified, a majority of colleges do classify them as Faculty, and in the representation election for TCC Faculty, the college did not challenge the inclusion of Librarians and Counselors into the bargaining unit. PERC determined that a community of interest exists among Teaching Faculty, Librarians and Counselors and certified the bargaining unit as appropriate. TCC now wants by fiat what it could not achieve in the certification process.

Allowing Librarians and Counselors to continue to apply for continuing contract is fair and equitable to employees, will help draw better-qualified applicants, and is consistent with the majority of Florida colleges.

UFF has identified additional waivers of its right to file grievances over terms and conditions of employment in the following sections of Article 11:

#### **Article 11.3**

#### **Article 11.4.A, C, G, H and I**

UFF Objects to any TCC proposal that eliminates statutory right to file a grievance. UFF asserts that TCC proposals eliminating the right to grieve constitutes a waiver of

UFF rights. UFF rejects the waivers and insists on retaining its right to grieve all terms and conditions of employment. Please see preceding sections (pages 19, 20) addressing this issue.

## **Article 13 - WORK RESPONSIBILITIES**

### **13.1 - Standard Teaching Load**

The central issue in dispute between the parties, and the primary reason why the Faculty voted overwhelmingly to organize and bargain collectively, is the standard teaching load for Faculty. No other issue has generated the amount of discussion and disagreement than the question of how many classes and students a Faculty member can reasonably be expected to teach successfully. UFF addresses its proposal regarding the issue of standard workload in Article 9.01.C.1. This section will address the College's argument and rationale for its workload proposal in Article 13.1.

The College, in its presentation on the issue at hearing, would have one believe that Faculty are underworked and overpaid, teaching too few classes and too few students. College administrators claim that current policy is hamstringing them, their hands tied by the status quo doctrine, unable to enforce current policy. The TCC solution is to force Faculty to teach more classes with more students for less money, ignoring their own practices and rejecting their current policies. In other words, flogging shall continue until the morale improves.

As discussed previously, UFF proposes adopting the language in TCC Policy 05-09 (U-4) into Article 9.01.C.1, Standard Load, in place of the standard teaching load language in Article 13.1 proposed by TCC. UFF's proposal is straightforward, current language and practice, and Faculty and staff are familiar with the policy. UFF's proposal also reflects a common practice among Florida's state colleges; the creation and implementation of a formula that attempts to account for the differences in teaching certain types of classes. As noted elsewhere in this brief, several colleges use point systems to calculate and determine full teaching load. Additionally, all Florida public universities use a percentage-based system to determine workload.

UFF's proposal accounts for the number of students, the total student contact hours, and the number of class preparations that constitute a full teaching load. Current TCC policy 05-09 continues to work effectively according to Scott Balog, TCC Chief of Staff, who testified to the various achievements and accolades TCC has received for its effective programs (T. 17-20). Surely, a college experiencing problems with Faculty assignments to the extent portrayed by TCC would not be able to produce the kinds of academic results Balog presented during his testimony.

The College failed to present any empirical evidence at hearing to justify its position regarding workload. Instead, the Provost made vague assertions that her values would not allow her to increase class sizes (T. 359). In contrast to her statement, the College's workload proposal would require all Faculty to teach a five course, 15 student contact hour workload with no class restrictions and then perform other duties. In addition, while the Provost stated that the College would be flexible in determining assignments and class sizes, taking into account the different disciplines, nothing in their proposal reflects the testimony of TCC witnesses at hearing. The College's proposal amounts to "trust me, I'm from the administration and I'm here to help." The College wants unfettered authority to assign class loads and class sizes without any checks or balances or consideration of Faculty needs. The Provost claimed that she wanted to work in collaboration with Faculty, yet the College did not provide any proposals detailing how that collaboration would work (T. 389).

TCC claims that requiring Faculty to teach a fifteen-hour load (five classes at 3 credit hours each) will improve the student experience through "facilitating student engagement, student experiential experiences, and high impact practices," which sounds impressive. Unfortunately, the College provided no measurable data to bolster its argument. TCC pointed to Santa Fe and Valencia as colleges that require Faculty to teach fifteen contact hours, but as noted in UFF's presentation, both colleges have much smaller class sizes than TCC (UFF Composite Exhibit Tab 1:Slide 41).

At hearing, TCC implied that it is an outlier when compared to other Florida Colleges regarding contact hours. The reality is much more complicated. The Santa Fe College Faculty Handbook, for example, states that Faculty members are assigned 15

credit hours *or equivalent* (Attachment 6 – p. 29) [emphasis added]. Valencia College policy 6Hx28: 3C-01.2 notes “minimums may be reduced proportionally during the summer sessions and *by reassigned time*” (Attachment 7 – p. 3) [emphasis added]. Florida statutes mandate 15 contact hours, so colleges must state in either a CBA or administrative policy that all Faculty are required to provide the requisite number of hours or an equivalent. *FS 1012.82* explicitly provides colleges with an alternative to teaching 15 contact hours:

*“The required classroom contact hours per week may be reduced upon approval of the president of the institution in direct proportion to specific duties and responsibilities assigned the Faculty member...”* (Emphasis added)

Florida law recognizes that Faculty may have other duties and responsibilities that legitimately reduce the number of contact hours. Faculty members serve on various committees and perform other tasks that are necessary for the college to function. The additional duties and responsibilities are either part of their 40-hour workweek or part of an overload for which Faculty have a reasonable expectation of extra compensation. TCC’s proposal would force Faculty to teach 15 contact hours at a minimum, provide student counseling and advising, grade tests, develop courses and serve on committees while suffering a loss of income as a result of the elimination of the current workload formula.

TCC’s standard teaching load proposal is not in the best interests of Faculty or students and does not serve the public’s interest. Students are best served by attending smaller classes with Faculty who have the time to devote to student learning, who are not overburdened and stressed with an unmanageable workload. Students are more likely to complete successfully courses with smaller classes, which will ultimately benefit the public. UFF urges the Magistrate to reject the College’s proposal and adopt the UFF position regarding standard teaching load.

### **13.2 – Work Reassignments**

TCC’s proposal regarding workload is in reality an attempt to reduce or eliminate extra teaching assignments, thereby reducing the amount of overload compensation paid

to Faculty. In the College's view, Faculty are taking advantage of the current workload formula to create scenarios that force the College to pay Faculty for extra teaching assignments. According to the College, Faculty create a reassignment, e.g., Study Abroad Coordinator, which counts toward their workload as an alternate assignment. Faculty then request an overload course, which results in extra pay since the Faculty member is in an overload (extra teaching assignment) because the reassignment combined with their assigned teaching load meets the 15 hour rule. This entirely ignores the way that the current loading formula (which is exactly UFF-TCC's proposal) accounts for class sizes, and that those receiving reassignments under this loading formula are also those teaching considerably higher numbers of students. It also ignores the reality that faculty do not approve their own reassignments.

Furthermore, three of the examples of reassignments that the College presented at hearing (TCC - 14), namely "study abroad coordinator", "oversight of German and French", and "screening committee member" do not currently exist for spring term 2018 as stand-alone Faculty reassignments. If reassignments are an issue at TCC, why did the College not cite current examples? The College proposal regarding work reassignment is simply a solution in search of a problem.

### **13.3 – Faculty Work Hours and Responsibilities**

The UFF proposal regarding work hours and responsibilities provides Faculty flexibility in determining their professional obligations toward teaching, service and advising. Twenty-five instructional and office hours would meet the statutory requirement for 15 student contact hours. The remaining work hours would be devoted to professional development, Faculty advising and service to the college.

As professionals, Faculty members should have the latitude and discretion to determine the best use of their time. The College's proposal has the potential to become a hard and fast number as individual managers begin enforcing the CBA. The term "on average" could be lost in translation, resulting in the number of hours devoted to each of the categories becoming hard and fast quotas. UFF's proposal provides managers and



Faculty with flexibility in determining their work hours provided they meet their obligations of teaching, college service and professional development.

### **13.4 – Summer Teaching Assignments**

UFF's proposal provides Faculty the right of first refusal for summer teaching assignments based on seniority (See Section 6.07). Full-time Faculty would have the opportunity to request a summer teaching assignment before being offered outside the bargaining unit, as is current practice at the college. Seniority would only become a factor when two or more Faculty members apply for the same assignment. Faculty must be qualified to teach the course. In cases where two or more Faculty members have substantially equal qualifications, seniority would be used as a tiebreaker. By contrast, the College's proposal regarding assignment of summer classes leaves such decisions at the College's discretion, making the selection of who teaches these courses ripe for cronyism and favoritism.

### **13.8 - Extra Teaching Assignments**

**And**

### **13.10.A.iv – Librarians and Counselors**

Article 6.07, giving fulltime Faculty the right of first refusal and using seniority as a tiebreaker, would govern the selection of Faculty for extra teaching assignments. Additionally, under UFF's proposal, Librarians who teach an extra assignment would be paid at the overload rate as provided in Article 23. The College's proposal would pay Librarians at the adjunct rate, which fails to recognize their qualifications as full-time faculty. Librarians must be qualified to teach the course and the assignment must not interfere with their normal assignment.

## **ARTICLE 15**

### **ADDITIONAL PROFESSIONAL OBLIGATIONS**

### **15.6 – Classroom Observations**

See 16.5 discussion below

## **ARTICLE 16**

### **DISTANCE EDUCATION**

#### **16.4.C.iv – Faculty Responsibilities**

#### **16.5 – Evaluation of Online Faculty**

##### **(Issue - Advance notice of observation)**

UFF recognizes that administrators need to access classrooms and online courses to observe Faculty performance and to investigate student concerns. UFF's proposed language addresses observation for evaluation purposes, whether the course is taught in person or online. A notice period allows the Faculty member to plan for the evaluator's visit, so they can put forward their best efforts while being observed.

As professionals, Faculty members deserve some level of autonomy and trust in the performance of their duties. A policy that allows unannounced visits for evaluation purposes sends the message to Faculty that the College does not trust them to perform their jobs and is a break from current practice. Faculty are either highly educated, trusted professionals or they are no different from clerical staff and must be monitored to ensure they are doing their jobs.

UFF recognizes that circumstances do arise warranting unannounced observations of Faculty. When students come forward with concerns about Faculty, the situation may warrant an unplanned classroom visit. In such cases, the issue is employee conduct or behavior, not teaching skills or employee evaluation. The reason for observation is not evaluation of the Faculty member's classroom performance, which UFF agrees is a different standard. UFF's proposal reflects the subtle but important differences between observation for evaluative purposes and observation for other purposes. Accordingly, UFF urges the adoption of its proposals regarding advance notice of observation for evaluation with the understanding that administrators have the flexibility to observe classes without advanced notice in cases involving Faculty conduct.

## **ARTICLE 16**

### **DISTANCE EDUCATION**

#### **16.3 – Class Size**

The UFF proposal regarding class size simply requires the College to treat online or hybrid classes the same as in person classes for purposes of calculating workload under Article 9.01.C.1 - Instructional Faculty Workloads - Standard load. Online and hybrid classes require as much effort as in person classes and should be treated as such when determining workload.

## **ARTICLE 21**

### **FACULTY EVALUATION**

#### **21.10 – Grievance of Evaluations**

UFF rejects TCC's proposal to waive the right to grieve all terms and conditions of employment, specifically the right to grieve an evaluation rating or its content. TCC's proposal is a waiver of UFF's statutory right to file grievances. UFF will not agree to a contract that does not contain the right to grieve all terms and conditions of employment, and objects to TCC's continued attempts to insist that UFF accept a waiver of its right to grieve as a condition of agreeing to a CBA. Please see the section of this brief that deals with bargaining waivers.

Article 21, Section 10, carves out an exception to the grievance procedure, making specified portions of the Collective Bargaining Agreement ungrievable and inarbitrable. Based on the case law already quoted under Article 8 (above), this type of verbiage is unlawful and cannot be taken to impasse unless the union agrees to it.

This brief will not repeat the legal explanations already provided above. However, UFF hereby incorporates by reference its Article 8.2 & 8.18 arguments and legal citations as they similarly relate to Article 21.10.

Based on the law alone, the Special Magistrate and the TCC Legislative Body (Board of Trustees) have no choice. Simply put, they are bound by the law and cannot vote to adopt, or recommend adoption of, illegal contract language.

## **ARTICLE 23**

### **WAGES**

UFF-TCC and the College are in agreement on a two percent across the board raise. The issues in dispute are: 1.) fall and spring overload pay, 2.) summer pay. (TCC C. 1 and U C. 1), 3.) Overload rates at the credit vs. contact hour and 4.) Salary inversions.

The College is seeking to lower the current rate for fall and spring overload classes by approximately \$300 per semester, while UFF-TCC is seeking a raise of \$400 to match current summer class rates.

The College argues that an overload rate reduction is necessary to bring TCC more in line with other state colleges (T. 424), but given the paucity of raises in the past eight years (7% in raises offset by new state law requiring employees to contribute 3 percent annually towards the state pension plan) Faculty are already behind other colleges in real wage growth. The College's workload proposal would negatively impact Faculty wages, further eroding their buying power. Given the fact that Faculty haven't had a meaningful salary increase in several years, a modest rise in overload rates is reasonable.

The College's summer rate proposal is for an extended fall and spring contract (continuing their college wide non-teaching duties) at twenty percent of their base rate, plus a chance to teach, if available, up to nine more credits at their regular overload rate. Vice President Barbara Wills argued that this is a significant increase in current rates (T. 468), but for Faculty closer to the bottom of the pay scale (which is over half of the Faculty since there have been so few raises in recent years), if they normally teach fifteen credits in the summer, they would actually experience a slight pay reduction. Martin Balinsky, for example, calculated that the College proposal would reduce his summer pay by \$2432.60, which is about five percent of his base pay, and he would be required to extend all of his usual committee and service assignment duties into the summer months. . In

contrast to the College's assertion, its summer pay proposal is not a significant increase in pay. For most, it would be a slight reduction. And by tying it to a percentage of base pay, this further perpetuates large gaps between those near the top of the salary scale and those near the bottom.

UFF-TCC's summer rate proposal, which is current practice, requires no other responsibilities besides teaching and office hours, retains current summer rates and is equal for all Faculty. By contrast the College's proposal is an extended contract, meaning that regular fall and spring duties such as professional development and committee assignments would continue to apply

Additionally, while Wills argued (T. 483) that its plan increases most rates on supplementary items (such as First Year Faculty Coordinator), her assertion is not supported by the facts. Many of the supplemental assignments were reductions, and the honors modules were not, as the College argued (T. 457), a significant increase. Instead, the current honors modules rates did not change under TCC's proposals. Given the lack of raises in recent years coupled with inflation (11.9% nationwide in the years 2011-2017), UFF posits that no rate should go down.

As Balinsky noted (T. 490-493), perhaps the most significant argument against TCC's proposal is the major revenue loss to Faculty because the effect of its workload proposal would convert the extra class they currently teach at an overload rate into a "free service" to the college, thus representing an annual percentage loss to their salaries.

Under TCC's workload proposal, many Faculty will be unable to work an extra assignment, which represents a double digit percentage salary loss for many Faculty. Seventy-six percent of Faculty are currently teach extra classes (T. 513—note transcription error states 70). Wills acknowledged that the College could not predict how many of these assignments will still be available under their proposal, even though a large part of their rationale centered on what the administration perceives as out of control overload costs (TCC – 14), (T. 506 - 508).

Wills argued that many opportunities for overload classes will still exist as the College currently offers about 9500 credits per semester, and if all full-time Faculty taught

fifteen credits this would only amount to approximately 5500 credits (T. 507). But this overlooks a crucial factor - adjunct instructors, who currently teach about half of the classes at TCC. Absent a contractual guarantee giving fulltime Faculty the right of first refusal, most or all of the 4000 credits Wills referenced will be offered to adjunct instructors, who are paid at a much lower rate. The College has not offered to eliminate or reduce adjunct instruction in order to hold Faculty members harmless. Therefore, it is logical to conclude that the College will reduce its costs by reducing or eliminating the ability of full-time Faculty to teach extra assignments, as proposed during the administration's original presentation to the Board of Trustees (BOT) about the workload formula and was stated by Moore-Davis as one of College's chief objections to the current loading formula in the hearing. (TCC – 14 and T. 88),

Since the College's workload proposal does not hold the Faculty harmless UFF believes that retaining the current overload and summer rates to mitigate the loss of income to Faculty is a reasonable resolution that best serves the Faculty, students and the public. Faculty would not suffer a loss of income, students would benefit from a qualified, fulltime Faculty member who is credentialed to teach the subject offered, and the public, which benefits from a stable, positively motivated college workforce.

The College's proposal would pay all overload classes by their credit hours, rather than the way they are paid now as contact hours. (T. 469) This would have a significantly negative effect on science laboratory classes, which may meet for three or four hours but be only one credit hour, and art studio classes, which meet for six hours but are only three credit hours. UFF-TCC's proposal, by contrast, keeps the pay by the contact hour, thus holding these Faculty harmless.

The final issue regarding wages involves salary inversions. There are presently about sixty Faculty who have the same degrees and years of service as other Faculty, yet are not paid at the exact same rate as required by the TCC salary schedule. TCC Faculty salaries are based upon years of service and degree, not discretionary individualized negotiation as found in university settings.

At the hearing the College claimed that TCC has never had a steps salary scale (T. 474). However, that is not the case at all. In the mid 2000's, TCC quit using its long standing step plan for determining the wages of full-time Faculty and the inequities appear to have arisen after this change. The result is a group of Faculty who are not being paid the same as others who hold the same qualifications (T. 495-500). This is not a simple salary compression issue, as the College attempted to argue (T. 474) UFF proposes to fix these inversions by increasing the salaries of those Faculty members who did not receive the appropriate placement at the time of their hiring. Balinsky noted the cost is approximately \$50,000 (T. 499).

## **ARTICLE 24**

### **INSURANCE BENEFITS AND LEAVE**

#### **24.1 – Participation on College-wide Committee**

UFF's proposal regarding union participation is straightforward – UFF will select two union members to represent UFF to serve on the College-wide benefits committee. The union insists on naming its own representatives just as the administration determines who represents the College. UFF will not agree to any proposal that allows the College to determine who represents UFF. Its proposal to allow UFF to submit fifteen names from which the College will select two names is arguably an attempt by the College to control a labor union, which is a violation of *FS 447.501(e)*. UFF would be willing to agree to TCC's proposal only if UFF were granted the same right to select the Administration's representatives from a list the College submitted to TCC.

#### **24.2 – Insurance Benefits**

The only issue in dispute regarding the College's contribution towards health insurance is whether the College pays a flat dollar amount or a percentage of premiums. UFF proposes that the College pay 100 percent of the base or HMO health plan as opposed to TCC's proposal to fix a dollar amount for its contribution toward employee health insurance costs. The College proposes a flat dollar amount for the simple reason

that it wants UFF to have to bargain the issue on an annual basis. UFF opposes the College's proposal because it creates a potential for continued adversarial negotiations and treats Faculty differently from other employees. Barbara Willis, Vice-President for Finance of TCC, admitted that the College pays 100 percent single coverage of employee health insurance coverage (T. 518:15). Employees must pay for coverage of spouses and dependents. The College claimed at hearing that it initially offered the same benefits package to faculty that other employees receive and that UFF rejected their offer (T. 515:13-19). UFF noted during its presentation that it had moved to the College's position and would accept the same coverage as all other employees, who receive a 100 percent contribution (T. 524:7-9). Martin Balinsky testified, unchallenged by TCC, that UFF opposed the College's initial insurance offer because it contained a waiver of the right to bargain health insurance, which is a mandatory subject of bargaining. TCC responded with its current proposal of a fixed dollar amount.

UFF's proposal is reasonable, is in the best interests of TCC and Faculty, is cost neutral, and is in alignment with benefits other TCC employees receive. The proposal also reflects TCC's original offer without waiving UFF's right to bargain over benefits.

## **ARTICLE 27**

### **DISCIPLINE**

UFF proposes a comprehensive discipline article that defines discipline, specifies the discipline procedure, subjects all discipline to the just cause standard, and gives Faculty the right to grieve any disciplinary action. TCC's proposal is simply a laundry list of actions the College deems violations of standards of conduct for which Faculty are subject to discipline

The proposal put forth by UFF establishes that all discipline is subject to the just cause standard and must be work related. The proposal also defines and incorporates the concept of progressive discipline while recognizing that some offenses are serious enough to require more severe penalties. Just cause and progressive discipline are two bedrock principles of a union contract. Every CBA at the public college or university in Florida includes these two standards.



UFF's proposal establishes the progressive disciplinary process, beginning with oral warnings and progressing to written warnings, if needed. This proposal is standard progressive discipline language found in most CBA's.

The proposal gives the College the authority to dismiss a Faculty member or return them to annual contract. The basis of the proposal may be found in Florida State Board of Education (SBE) rule 6A-14.011- Employment Contracts for Full-Time Faculty (U-7), which outlines the process by which the College may dismiss or return to annual contract a Faculty member whose performance or conduct warrants such action. UFF's proposal also provides Faculty members with due process, including notification of the charges against them and an opportunity to plead their case before the BOT. The union proposal provides for a hearing before the BOT under the Model Rules of Procedure, Florida Administrative Code 28, and allows either the Faculty or the College to use the services of a Hearing Examiner to conduct hearings. UFF's proposal also gives Faculty members the right to respond to disciplinary action with a formal rebuttal, and subjects all disciplinary action to challenge by the grievance procedure. Faculty, however, must decide between filing a grievance under the CBA and a BOT hearing. Finally, the proposal gives Faculty the right to 24 hours advance notice before any investigatory interview and to be accompanied by a union representative.

The features contained in UFF's disciplinary article are basic to any union CBA - just cause, due process and right to representation are all core union principles. TCC's proposal contains none of the due process and right to representation language that is the foundation of any CBA. Given the SBE rule noted above, it is possible that the College's proposal violates the rule because it fails to provide any guarantees of due process. Conversely, UFF's proposal conforms to the rule and ensures that Faculty have access to representation and a fair and unbiased hearing through the judgment of a third party neutral.

## **ARTICLE 28**

### **REDUCTION IN FORCE**

UFF's proposal recognizes the College's right to lay off employees in the event it deems a reduction in force is necessary. The Union's proposal deals with the issue of who is laid off and in what order. The Union proposes lay off in reverse seniority, last hired, first fired. All annual contract/untentured Faculty would be laid off before Faculty with continuing contract could be affected. A layoff that involves continuing contract Faculty would be in the following order; rank, years in rank, years at the college in a fulltime Faculty status and highest in-field degree or credential.

Seniority in reduction in force is another staple of union contracts. Seniority protects senior Faculty from standing in an unemployment line, which for Faculty who are near the end of their careers is a terrifying, horrible experience. Less senior Faculty generally have better odds of finding other comparable employment. Additionally, the longer a Faculty member is employed, the more they have at stake. Senior Faculty members have much, if not all of their pension and other post-retirement benefits tied to the College, otherwise known as "golden handcuffs." Loss of their job would devastate these Faculty members, and the odds of finding other comparable work would be difficult if not impossible if the Faculty member were close to retirement age. Junior Faculty in the early years of their careers are more able to find other comparable employment.

The Provost testified that TCC wanted to be able to retain its best Faculty (T. 135:22-24). Such a standard is subjective at best and in the wrong hands can become a tool to punish disfavored Faculty by getting rid of any who dares challenge management. Seniority is an objective criteria, a Faculty Member's hire date is a hard number not prone to manipulation. The same concept is applied to the other reduction in force factors; rank is determined by a Faculty member's level of education, their number of years teaching and their performance as an employee (Union Composite Exhibit 1, Tab 3, Article 12, Professional Rank).

A major difference between the parties' proposals is that the College wants to have the ability to select those who will remain, ostensibly because they are the "best Faculty." The College's proposal would be prone to cronyism, favoritism, political or personal beliefs and connections and all manner of gaming the system. For almost two years Americans have been subjected to hearing about "the best" of everything. One need only

watch a presidential press conference to get an idea of the term's subjectivity. UFF's proposed resolution is fair to employees, does not impermissibly infringe on management's right to determine its workforce and is a common feature of CBA's.

NOTE: During hearing, the parties appeared to reach agreement on Article 28 sections on Reassignment and Employment Recall.)

## **ARTICLE 29**

### **ACADEMIC CALENDAR**

UFF's proposal regarding participation on the Academic Planning Committee is the same position as it posited in Article 24.1 – Participation on College-wide Committee - UFF will name its representatives and not allow the College to determine who will represent UFF. It is UFF's position that the College's proposal impermissibly attempts to control UFF and is potentially a violation of *FS 447.501(e)*.

## **ARTICLE 32**

### **DURATION**

Bargaining CBA's can be grueling, time consuming and frustrating for negotiators, Faculty and managers. Emotions and egos are high and when complete most bargainers need a respite from the stress. So too, do union members and administrators. A multiyear agreement allows the parties time to implement new terms and conditions of employment and begin to enforce the CBA. Multiyear agreements also contribute to labor peace because the parties now have a common set of rules negotiated by the parties. It is imperative that any labor agreement, especially a first contract, have ample time to permeate the organization and let the parties become familiar with the agreement and how to operate in a union environment. TCC's proposal of a one year contract would have the opposite effect. The parties would be obligated to re-negotiate an entire CBA just months after implementation of the first agreement. Such a proposal is a waste of tax dollars as well as an unwise proposal that serves no legitimate purpose. UFF's proposal for a two year agreement ending on June 30, 2020 is reasonable, serves the parties interests and doesn't cost anything.

## CONCLUSION

As the administration team stated during its opening power point, TCC is highly successful and has a very strong academic reputation. There are two main reasons for that: the excellence of the Faculty and the current structure of the Faculty workload and salary.

With this in mind UFF's proposals seek to emulate the College's current policies. We see value in retaining the current policies and practices, a legacy of excellence that has made TCC the College of Choice for a half century.

By contrast, the administration seems to be offering a solution in search of a problem. They seek to dismantle the current efficient and effective loading formula without being able to articulate either a clear purpose for doing so or a clear picture of how the new workload would work. Their only indications as to how they plan to determine class sizes are vague references to trust and upcoming discussions and research to be done. By contrast we offer to retain the current tried and true loading formula with predictable results and a recipe for continued success.

If there is a rationale that the administration has clearly articulated, it appears to be money. They argued that Faculty overloads cost too much for the college to bear and that TCC can save money by forcing Faculty into a 15-18 credit hour model. The primary driving force appears to be finding ways to balance the budget off the backs of Faculty rather than a CBA based upon academic quality and student success.

Our proposals are best for retaining academic quality, bolstering student success, and preserving a legacy of excellence. For the college to embark on a path of continuous improvement and moving from a college with great to even greater success for its students, it must strive to be the employer of choice in Florida. UFF's proposals are designed to meet the challenges of the future while retaining what works.

Respectfully Submitted,

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By \_\_\_\_\_

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**Certificate of Service**

I hereby certify that a true and exact copy of the foregoing has been furnished by email and U.S. Mail on this 2nd day of July, 2018 to: Jim Crosland, Esquire, Bryant Miller Olive, P.A., SunTrust International Center 1 S.E. 3rd Avenue, Suite 2200, Miami, Florida 33131.

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Thomas D. Wazlavek

**COLLECTIVE BARGAINING AGREEMENT**

*between the*

**BOARD OF TRUSTEES  
OF PENSACOLA STATE COLLEGE**

*and the*

**PENSACOLA STATE COLLEGE  
FACULTY ASSOCIATION**

*for the*

**2015-2018 Contract Years  
July 1, 2015 to June 30, 2018**

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## **PREAMBLE**

The Board of Trustees of Pensacola State College and the Pensacola State College Faculty Association reaffirm their commitment to provide an exemplary educational program for the citizens of Northwest Florida. Both parties recognize that this goal can best be realized through a relationship of mutual trust and confidence, based upon rational, civil, and open discussion. Both agree that cooperation, not confrontation, is the desirable means for the exploration of opportunities, the resolution of problems, and the amelioration of differences in an educational institution.

In the negotiations between the two parties, the College and the Association express their willingness and their desire to be guided by these principles and to consider fully and fairly the means advanced by either party which may lead to their implementation. Both parties hope that the relationship between the College and the Association may become a model which best serves the legitimate needs and aspirations of the parties and the constituencies they serve.



## **ARTICLE 1**

### **THE CONTRACTING PARTIES**

This agreement is made and entered into as of the later of the ratification dates shown on the last page of this agreement, by and between the District Board of Trustees of Pensacola State College (hereinafter referred to as the Board) and the Pensacola State College Faculty Association (hereinafter referred to as the Association), the Pensacola State College Chapter of the United Faculty of Florida (UFF), affiliate of the Florida Education Association (FEA), the National Education Association (NEA), the American Federation of Teachers, and the AFL-CIO. It is understood by both parties that the use of the term Board in this Agreement means the Board of Trustees or its designated representatives within the Administration of Pensacola State College (hereinafter referred to as the College).

## **ARTICLE 2**

### **RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent for all employees included in the bargaining unit certified in Case No. RC-85-016 by the Florida Public Employees Relations Commission. The term “faculty” or “faculty member” as used herein shall apply only to those employees represented by the Association, whether member or non-member.

## ARTICLE 3

### DURATION AND RENEWAL

#### **3.01 Duration**

This agreement shall become effective on the date signed and remain in effect through June 30, 2018, except for the possibility of one mutually agreed-upon article to be re-opened in the 2017-2018 contract year.

#### **3.02 Renewal**

If the successor agreement is not ratified prior to the date upon which this Agreement expires, the current Collective Bargaining Agreement (CBA) remains in effect until a new one is ratified or imposed.

#### **3.03 Amendments**

In the event that the parties negotiate a mutually acceptable amendment, it shall be put in writing as a letter of agreement and become part of this Agreement upon ratification by both parties. Letters of agreement shall be signed by the Chair of the Board of Trustees and the President of Pensacola State College, or their designee(s), and by the President and the Chief Negotiator of the Pensacola State College Faculty Association.

## ARTICLE 4

### GENERAL PROVISIONS

#### **4.01 Antidiscrimination**

The College agrees to the fullest extent of applicable law that it shall not discriminate against any faculty member because of race, color, religion, age, disability, national origin, sex, marital status, sexual orientation, gender identity, or Association membership or non-membership. (See related sections of Article 6.)

#### **4.02 Severability**

If any provision of this Agreement shall be invalidated or held to be null and void by any court or other tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect according to its terms. The parties will thereafter meet, at the request of either, at reasonable times and places to negotiate a substitute provision to replace the one nullified.

#### **4.03 Accommodation with Board Rules and Policies**

Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the Board's existing rules and policies, and they hereby agree that those rules and policies are to remain in effect. In the case of unavoidable conflict between an expressed provision of this Agreement and a Board rule or policy, the expressed provision of this Agreement shall prevail.

#### **4.04 Alternate Methods of Problem Resolution**

The parties agree that a proper educational environment for the College, its students, and its personnel can be created and maintained only through the close cooperation of both parties. To this end both parties will designate, as needed, faculty members and non-faculty members to meet jointly in committee or other forums for the purpose of studying and recommending measures for the improvement of the operation of the College and the enhancement of its educational program, and that such deliberations may include matters which may be subjects for collective bargaining.

##### A. Waiver Clause

Regardless of any procedure set forth in this CBA, the parties retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising on campus or from this Agreement or the performance or breach of any part thereof.

##### B. Joint Committees

The parties expressly agree that any deliberations which involve or may involve matters subject to collective bargaining shall take place only after a written letter of agreement setting forth the membership of any such committee and the scope of the committee's task has been signed in accordance with Section 3.03 of this Agreement. Committee recommendations shall be non-binding unless otherwise stipulated by letter of agreement. This Article shall not apply to standing committees of the College.

### C. Informal Meetings

Informal meetings of representatives of the College and the Association may be held as needed after a request of the Chair of the Board of Trustees, the President of Pensacola State College, or the President of the Faculty Association for the purpose of maintaining and improving relationships.

## ARTICLE 5

### ASSOCIATION RIGHTS

#### **5.01 Use of Facilities**

The Association shall have the right to use College facilities and services on the same basis as they are generally available to other groups in the community.

#### **5.02 Dues Deduction**

The College shall deduct and transmit to the Association, commencing with the first pay check in September, all dues and uniform assessments upon receipt of a written authorization form signed by a faculty member. Dues shall be deducted on a pro-rata basis from the first two full pay checks in each month of a faculty member's regular contractual period. The College shall provide to a person designated by the President of the Association a list of unit members for whom deductions are made with each transmittal.

Deductions for those faculty members authorizing the initiation of dues deductions at a date later than the first pay check in September shall commence as provided in Section 5.02. The amount of each such deduction shall be equal to that which would have applied for each of the regular pay periods as described in the paragraph above.

The Association shall inform the College in writing not later than August 1 of any change in the dues or uniform assessments from the previous year. Unless the Association advises the College in writing of any changes in the formula for dues and uniform assessments, the College shall use the previous year's formula for said deductions.

Each deduction authorization shall remain in effect until revocation in writing by the faculty member, termination of employment, or loss of the right of dues deduction specified in this Agreement. Each authorizing faculty member shall have the right to revoke the authorization upon written notice to both the College and the Association.

The Association has paid to the College the one-time fee of seven hundred dollars (\$700) to cover the expense of establishing the system for dues deductions described above, and it is understood that as long as dues deductions are made under the above described system, there will be no operational charges.

The College shall have no responsibility or any liability for any monies once sent to the Association. Further, the Association shall hold the College harmless for unintentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions.

Dues deduction authorizations and revocations received by the Human Resources Office seven (7) business days prior to the next payday will take effect with that payday. Those received after this deadline may still be implemented by the next payday if processing time permits, and if not, will be processed the following payday.

#### **5.03 Copying and Communication Privileges**

A. Copying

The Association has established an account with the College through the deposit of one hundred dollars (\$100) with the Cashier's Office and was assigned a cost center number and issued a photocopying id number. Use of the id number and the College's photocopying equipment shall be subject to the following guidelines:

1. all charges resulting from use of the id number shall be the responsibility of the Association;
2. copies made from the use of the id number shall be charged against the Association's account at the standard College rate;
3. a credit balance of at least fifty dollars (\$50) shall be maintained in the Association's account at all times;
4. no career service personnel shall be requested to photocopy or in any other manner produce or reproduce materials for the Association;
5. use of the College's photocopying equipment by the Association shall be restricted to times when such use will not interfere with use by the College's departments, offices, and employees on official duty;
6. failure of the Association to adhere to these guidelines and requirements shall result in forfeiture of the id number and photocopying privileges.

#### B. Notices

1. In departmental offices where departmental bulletin boards currently exist, the Association shall be entitled to bulletin board space equal to the dimensions of a legal size sheet of paper (8 1/2" x 14") for the posting of notices and bulletins. In departmental offices where there are currently no departmental bulletin boards in existence, the Association may create such bulletin boards at its own expense and according to size, space, construction, and installation specifications as determined by the College.
2. The Association may place bulletins, notices, and newsletters in the individual departmental mailboxes of faculty members represented by the Association provided that all such placements shall be conducted only by members of the Association who shall not request the assistance or actions of the College's career service personnel.

#### C. Use of College Communication Systems

The PSCFA shall have the right, at no charge, to use the College's campus mail, phone voice mail, and e-mail systems for the purpose of conducting Association business with the College as well as with its members. In all cases, the Association shall comply with established College rules and procedures for use of these systems. This right does not extend to the use of the U.S. mail via the College mail rooms. The systems shall not be used for the purpose of promoting issues which are subject to negotiations. The Association shall not be charged for the use of these systems unless their use results in an additional cost to the College.

Volume or mass mailings including, but not limited to, surveys, newsletters, announcements, and bulletins, sent to an entire campus, department, or school, shall be transmitted through campus mail in a single bulk package to the destination and distributed to the appropriate individuals by an Association representative.

#### D. PSCFA Web Page

The PSCFA shall have the right to an informational web page on the Pensacola State College Internet Site. The page will contain general information about the PSCFA and will include a link to the Collective Bargaining Agreement (CBA). The page shall not be used for the purpose of discussing or promoting issues that are subject to negotiations. The Association shall not be charged for the use of the internet for this purpose unless the use results in an additional cost to the College. The Association will submit proposed web page materials via the online web request system. The College will review and approve all information before it is posted on the web page.

### **5.04 Information Privileges**

#### A. Standard Reports

Upon written request to the College, the Association shall be entitled, at no charge, to one copy per fiscal year of any standard, routine report issued by the College including, but not limited to, the Annual Report, the Fact Book, the Annual Operating Budget, and a list of full-time faculty members with rank, degree category, date of hire, and annual salary. Said full-time faculty information shall be transmitted electronically as an Excel document. For additional copies of such reports within the same fiscal year, the Association shall pay the Board the standard service fee of five dollars (\$5) per report.

#### B. *Ad Hoc* Information Requests

Upon written request to the College, the Association shall be entitled to review or receive copies of any other public record maintained by the College. Access to and fees for such information shall be determined in accordance with Florida Statute 119.07.

### **5.05 Association Release Time**

The President of the Association shall be granted release time equal to 180 workload points for each of Fall and Spring semesters. The chief negotiator for the Association shall be granted release time equal to 180 workload points for each of Fall and Spring semesters, if active negotiations are taking place. During semesters where release time is taken, the Association member's standard load, including the points for released time, must not fall below 900 points. Release time for librarians and counselors serving in the capacities named above shall be based on the ratio of three (3) contact hours (180 workload points) to five (5) working hours per week. Association members receiving release time as stated above shall retain all rights, benefits, and privileges accorded all full-time faculty members.

### **5.06 OPA Time for Activities Related to Negotiation**

#### A. Collective Bargaining

During the period of time in which collective bargaining negotiations are occurring, members of the Association's negotiating team shall be allowed to schedule up to three (3) hours per week of OPA time, or three (3) hours per week of duty time for counselors and librarians, for time spent in negotiating sessions; provided, however, that release time as defined in this article and OPA time for collective bargaining negotiations shall not be accorded to an individual in the same semester.



B. Special Meetings and Projects

Faculty members participating in meetings, special projects, or other activities established either by mutual agreement or by letter of agreement between the Association and the College shall be allowed to schedule up to three (3) hours per week of OPA time, or up to three (3) hours per week of duty time for counselors and librarians, for time spent in such activities.

**5.07 Office Space**

The College shall provide private, on-campus storage/office space for use by the Association; the location and continued availability of such space shall be determined by the College.

## ARTICLE 6

### FACULTY RIGHTS

#### **6.01 Continuation of Rights**

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

#### **6.02 Academic Freedom**

##### A. Freedom of Expression

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

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

##### B. Grading Practices

###### 1. Evaluation

The evaluation of students and the assigning of grades are the prerogative and responsibility of the faculty member(s) assigned to teach the class in which the student is enrolled unless that faculty member is unable to do so. If that faculty member cannot or does not perform those duties, another faculty member may be assigned responsibility for the evaluations of the students. The faculty member assigned to evaluate another faculty member's students shall be compensated at the overload rate for the total number of hours beyond the normal workload in accordance with Article 15.

Faculty members have the responsibility to clearly explain in the section syllabus the process by which grades will be assigned. Except where explicitly precluded by state statute, students have the legal right to review during a scheduled meeting with the faculty member any test, exam, or other assignment used to determine their grade.

The official outcomes of such evaluations shall not be amended by the College except through mutual agreement with the faculty member, or unless so mandated as a result of the established student grade grievance procedure, appeals process, or-court proceedings. Any grade change as a result of the grade grievance procedure will be issued to the student and faculty member of record by the Registrar.

###### 2. Student Grade Grievance

Any student has the option of disputing any grade by following the Student Grade Grievance procedure as published in the Student Handbook section of the *College Catalog*). These processes must be initiated by the affected student. The Pensacola State College Faculty Association shall be notified of changes in the student grade grievance procedure. Although the Student Grade Grievance Procedure gives protection to the rights of a student, it must not be construed to negate the rights of faculty members to assess students and assign grades.

#### C. Course Development and Approval

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

#### D. Selection of Educational Materials

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

#### E. Professional Atmosphere

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

### **6.03 Faculty Participation in Scheduling**

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

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

Once the faculty member's instructional schedule has been determined, the faculty member will schedule the times and locations of office hours and Other Professional Activity (OPA) hours. These hours will be scheduled within the normal operating hours of the College, unless approved by the faculty member's immediate supervisor, and student contact hours must be scheduled at times reasonably convenient for students. Those hours in excess of the 35 clock-hour week required as a result of overload assignments should be integrated with the scheduling of the normal work week.

### **6.04 Right to Privacy**

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

#### **6.05 Surveillance Equipment**

The College agrees that security cameras and other surveillance equipment will not be used to record or monitor a faculty member's performance of his or her professional duties without the permission of the faculty member.

#### **6.06 Intellectual Property Rights**

##### **A. Ownership of Work Produced as Normal Duties**

The College shall be permitted use of all educational materials and products produced by a faculty member as a part of his or her normal duties subject to the following paragraph. Ownership of such materials and products shall be retained by the faculty member.

The College may use a faculty member's retired educational materials and products for any reason. The College may use a faculty member's current academic year educational materials and products for educational reasons with prior written approval of the faculty member. The College may use a faculty member's current academic year educational materials and products for educational or College business reasons without prior written approval where the College determines that exigent circumstances exist.

A faculty member approved to produce a work as a part of his or her normal duties may receive release time for the development of the work. All work produced by a faculty member using release time is the sole property of the College in accordance with a signed Intellectual Property Agreement for that product. The amount of release time will be recommended by the supervisor in consultation with the faculty member. The Vice President of Academic Affairs will make the final decision regarding release time awarded.

##### **B. Work For Hire**

All work produced by a faculty member outside of his or her normal duties and outside of the scheduled work week as defined by Article 9.01.C and not commissioned by the College shall belong to the faculty member.

Work that has been specifically ordered or commissioned by the College shall be negotiated between the faculty member and the College and the ownership and terms of the work shall be defined in an Intellectual Property Agreement (IPA) (Appendix P). Unless otherwise set forth in the IPA, all work for hire shall be owned and controlled by the College. A faculty member shall not expect payment for any work outside of normal duties without a completed IPA signed by the faculty member, the immediate supervisor, and the Vice President of Academic Affairs. Neither shall he or she use College resources not assigned to him or her and located in the assigned office for such work unless specified in a completed IPA.

A faculty member shall have five (5) working days from signing an IPA to cancel the agreement without penalty. The Vice President of Academic Affairs, upon signing, will provide a copy of the IPA to the faculty member and the President of the Pensacola State College Faculty Association.

### C. Faculty Member Compensation for Work for Hire

1. A faculty member who negotiates to produce a work for hire shall be compensated for the development of that work in accordance with a completed Intellectual Property Agreement (IPA), unless he or she voluntarily agrees in writing to waive compensation.
2. The amount of compensation will be recommended by the immediate supervisor in consultation with the faculty member. The Vice President of Academic Affairs will make the final decision regarding compensation.
3. When the College agrees to pay a faculty member for the production of work for hire, the parties involved will complete an Intellectual Property Agreement (IPA) between the College and the faculty member involved (see Appendix P). This IPA must specify the additional payment to be given the faculty member and the specific conditions applying to the production and future use of the work. A copy of all agreements shall be supplied to the PSCFA Board.
4. The intellectual property rights of the faculty member, as stipulated in the IPA, shall be transferable to the faculty member's heirs upon the death of the faculty member.

### D. Remediation Related to a Work Produced

A faculty member's failure to deliver work as specified in a completed IPA will result in one of the following actions, as determined by the College.

1. The project will be completed the following semester outside of the scheduled work week on a non-paid basis. If failure to complete the work or meet any benchmark defined in the IPA is the fault of the faculty member, the College will decide whether or not to have the work completed by the faculty member.
2. The IPA will be renegotiated to provide additional compensation to the faculty member if the inability to meet the conditions of the IPA was of no fault of the faculty member, and if the College decides to have the work completed.
3. The faculty member will be required to teach additional courses the following semester equivalent to the compensation or release time defined in the IPA.
4. The faculty member will repay the College an amount of money equivalent to the compensation or release time defined in the IPA.
5. Other terms may be negotiated upon mutual agreement by both the faculty member and the College.
6. The faculty member will notify his or her immediate supervisor and the Vice President of Academic Affairs in writing within two duty days of his or her expectation of being unable to meet any benchmark defined in the IPA. Failure to do so will constitute a breach of the IPA and grounds for the Administration to cancel the agreement and require the faculty member to remediate compensation to the College as defined in options 1 through 5 above.

### E. Use of Institutional Owned Work By Faculty Members

1. College owned works, including works for hire, produced by a faculty member may be claimed for promotion purposes.
2. College owned works, including works for hire, produced by a faculty member may be claimed in his or her vitae and samples of the works may be utilized by the faculty member as an exhibit within his or her vitae provided College ownership is acknowledged.
3. The faculty member will also receive credit for up to one-half of his or her Faculty Development Plan for a course developed as a work for hire.

#### F. Dispute Resolution

Disputes between the author(s) of a work and the College will be heard by a five-person ad hoc committee convened by the Vice President of Academic Affairs for the purpose of determining ownership of a work or the application of the sections of the CBA that apply to such works. The committee shall be comprised of two voting members chosen by the faculty, two voting members chosen by the College, and a chair chosen by the College and voting only in case of a tie. The majority recommendation of the committee shall be provided to the President of the College within five (5) working days and both parties within ten (10) working days of the hearing. If the President decides in agreement with the recommendation of the committee, the decision shall be binding and not subject to a grievance.

#### G. Royalties, Copyrights, and Patents

As between the College and the faculty member, the faculty member has the right to ownership of all work products, including any patent rights, copyrights, and royalties, if such products are the result of the faculty member's independent labor outside of the scheduled work week, are not the product of a specific agreement with the College, and do not result from the use of College resources not freely available to the public. All associated profits derived there from shall inhere solely to the faculty member, with the following exception: for any work product or required textbook authored by a faculty member and selected for use by the College, the royalties shall be remitted to the College and deposited in the Faculty Authors' Account in the Loan Fund to provide short term loans to students.

Ownership of copyrights, royalties, patents, and associated profits shall be individually negotiated between the faculty member and the College whenever College resources, not freely available to the public, are utilized to develop the product or the product is developed during the scheduled work week.

### **6.07 Legal Assistance**

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

When a legal action is brought against the College in its official capacity and one or more faculty members as co-defendants, the College's legal counsel will also furnish representation to the faculty member co-defendant(s), so long as (1) the College continues to be a defendant in the case in the same status as the defendant faculty member(s), and (2) the cost of the legal representation is not greater than if the College were defending itself only. The College will not be deemed to be

in the same status as the defendant faculty member(s) if the action has been dismissed as against the College, and the College remains in the case for purposes of related proceedings, such as an appeal, when the faculty member defendant(s) is in a different situation.

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

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

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

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

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

#### **6.09 Seniority**

For matters subject to collective bargaining, seniority for a faculty member shall be based on, in the following order, rank, years in rank, date of hire at Pensacola State College as a full-time faculty member, and highest degree/credential held in-field. Time spent on paid leaves of absence shall for all purposes be counted in computing a faculty member's seniority. Time spent on unpaid leaves of absence and layoff shall not be counted in computing seniority.

#### **6.10 Use of Part-Time and Full-Time Faculty**

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

The two parties recognize that the unavailability of full-time faculty members or temporary shifts in student population are among the most important factors that necessitate the use of part-time faculty. The two parties agree that the part-time faculty serve a necessary role and that the educational mission of the College is served by a reasonable proportion of full-time and part-time faculty. In recognition of these factors, the College agrees that it will maintain a reasonable and educationally sound proportion of full-time and part-time faculty throughout the College and throughout the academic year.

The parties agree that the full-time faculty members represent a valued pool of experts from which overload assignments may be drawn. Accordingly, the College shall give reasonable good faith consideration to all requests from full-time faculty members wishing to work

overload assignments. The parties agree, however, that all scheduling decisions, including the assignment of overloads, shall be made by the College, and that nothing in this Agreement shall be construed to give full-time faculty members any preferential right, from a legal standpoint, to work beyond the standard load as specified in Article 9.

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

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

##### 1. Requesting an Overload Assignment for Fall or Spring Semester

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

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

Not later than January 15 of each year, the faculty member will complete the form in Appendix U-1 and submit it to his or her immediate supervisor. This form is used by the instructional or library faculty member to request his or her preferred assignment or to decline a summer assignment. By February 15, the immediate supervisor shall notify the faculty member in writing on the same form either that the request is accepted as submitted or that an alternate assignment is available. (If the preferred assignment is not accepted, the faculty member may still be offered such an assignment if it becomes available at a later date.) The faculty member shall have until March 1 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the summer assignment provided that enrollment is sufficient as determined solely by the Administration. If enrollment is determined by the Administration to be insufficient, the immediate supervisor shall offer the faculty member an alternate available assignment to satisfy the summer assignment. Counseling faculty will request or decline their 120-hour guaranteed summer assignment not later than January 15. If requested, the assignment will be scheduled in coordination with the 164-day contract. The immediate supervisor will prepare the schedule in accordance with Article 9.03 and in consultation with the counseling faculty member. The scheduled assignment shall be offered not later than February 15. The faculty member shall have until March 1 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the resulting assignment, including the 164-day contract (Appendix U-2).

##### 3. Criteria

The criteria used to determine overload assignments, including additional hours in the summer semester, shall be based upon program and student needs and shall be in the best interests of the College. If, in the sole judgment of the College, the faculty member is the best choice for the assignment, the faculty member may then be offered the assignment. The College does not have a specified cap on the number of overload sections assigned to a faculty member. Therefore, while this factor may be used in determining the best choice for the overload assignment, it shall not be used as a sole basis for the decision.

If two or more full-time faculty members who apply for the same assignment are determined by the College to be equivalent choices, seniority at the College will be used



as the deciding factor for the first such instance in any academic year. In subsequent sessions of the academic year, requests for overload assignments for that same course will be awarded by rotating among the faculty members concerned by descending seniority.

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

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

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

The assignment of overloads is the responsibility of the College. The approval or disapproval of an overload request does not impact other articles of the CBA which clearly specify that the final decision regarding faculty scheduling, including overloads, will be made by the College.

## **ARTICLE 7**

### **BOARD RIGHTS AND COLLEGE RESPONSIBILITIES**

Whether exercised or not, all rights, privileges, and powers enjoyed by the Board and College, except as modified by this Agreement, shall remain in effect for the duration of this CBA.

The Board of Trustees and the College retain and reserve all rights, powers, authority, duties, and responsibilities conferred upon or vested in them by Florida and Federal Statutes and by State Board of Education Rules.

These rights and responsibilities include but are not limited to the authority to:

- (1) determine the purpose, mission, objectives, and policies of the College;
- (2) exercise control and discretion over the organization of the College and decide upon and implement measures necessary to operate the College;
- (3) determine the facilities, equipment, procedures, and personnel required to conduct the affairs of the College;
- (4) determine qualifications for faculty positions and hire faculty members.

## ARTICLE 8

### THE TEACHING AND SERVICE ENVIRONMENT

#### **8.01 Lounge Facilities**

The College will maintain food service facilities as long as the College determines them to be economically feasible. Current dining rooms, restrooms, and lounge facilities will be maintained subject to future facilities management needs. Use of these facilities shall be subject to usual College scheduling policies and procedures.

#### **8.02 Parking**

The College shall provide without cost adequate off-street reserved parking areas, properly maintained, designated, and enforced.

#### **8.03 Safety and Comfort**

Faculty members will not be required to work under hazardous or unsafe conditions which might endanger their health, safety, or well-being. Where hazardous substances or materials exist, the provisions of the Florida "Right-to-Know" law shall prevail. Classrooms and offices shall be maintained at temperatures designated in accordance with state energy guidelines when mechanically and economically feasible.

If, in the opinion of the faculty member, the learning climate may be improved by relocating his or her class, the faculty member may request relocation of the class with his or her immediate supervisor.

Current provisions for supplying faculty members with protective glasses, laboratory aprons, jackets, gloves, and any other safety equipment required for special laboratory situations shall be maintained at College expense within fiscal restraints.

#### **8.04 Office Assignments**

The College will endeavor to provide private office space to every full-time faculty member, subject to future facilities management needs and appropriate funding. The College will endeavor to the best of its ability to maintain office space in a manner that will protect the health and property of the faculty member.

When a faculty office becomes available for reassignment, full time faculty members within that department shall have the right to request assignment to that office. In the event that more than one faculty member requests the space, assignment shall be made based first upon seniority.

#### **8.05 Office Security**

The parties agree that faculty offices are assigned to the faculty member by the College, and the College recognizes that a certain level of privacy accompanies this arrangement. Therefore, another College staff member will not enter a faculty member's office without permission from, or prior arrangement with, the faculty member unless there is an emergency or compelling reason to do so.

The College will continue to provide security personnel for protection of College facilities. Access to faculty members' desks, office files, computer files, voice-mail files, and e-mail files

shall be only with the authorization of the appropriate faculty members, barring unusual and extenuating circumstances. The parties agree that alleged misconduct on the part of a faculty member constitutes an unusual circumstance or compelling reason that may require the College to authorize personnel other than the faculty member to access such faculty member's office, desk or files. Information obtained from voice-mail, e-mail or computer files in the course of college-wide network maintenance shall be treated as confidential.

#### **8.06 Access to Offices and Classrooms**

When the College is not in session, faculty members will have access to College buildings when assigned a designated key for their offices and classrooms, subject to safety and security constraints and protection of public property. Faculty members who access these areas after regular College operating hours will notify security personnel.

#### **8.07 Assault, Battery, Threats, and Safety**

The College and the Association join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault, battery, or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The resources of the Public Safety Department should also be resorted to in case of assault, battery, threat of bodily harm, or threat to the physical safety of faculty members and students. Upon receiving such a report, the administrator shall promptly proceed to ascertain the pertinent facts and take appropriate action which may include the removal, transfer, or administrative withdrawal of a student from a class. If the situation involves a student, a consultation with the faculty member and student may be held. The faculty member shall file a written report of the incident with his or her appropriate administrator within five (5) working days of the incident. The faculty member will be promptly notified of all administrative decisions concerning this matter. Although the parties cannot address fine points of law in this Agreement, they express their awareness that an individual faculty member has the right of self-defense within the limits of applicable law and regulations.

#### **8.08 Class Disruption**

A faculty member may dismiss a student from a particular meeting of a particular class if the student is so disrupting the class as to make it impossible for the faculty member to serve the remaining members of the class effectively, provided that the faculty member shall be accountable to the College for the reasonableness of his or her action. The faculty member shall as soon as practicable following the end of the class meeting in which the action was taken, report the matter to the immediate supervisor. If requested by the College, the faculty member shall also provide a written report within ten (10) working days of its occurrence. A faculty member may request that the College permanently bar a student from a given class for being disruptive, but that decision shall lie within the discretion of the College.

#### **8.09 Materials, Supplies, and Equipment**

Faculty members shall be supplied, without cost, adequate equipment, computer hardware and software, materials, access to copies, supplies, books, and clerical assistance as necessary to fulfill their responsibilities. Immediate supervisors and faculty members will work together to ensure that the needs of students are met in a timely manner. A faculty member who is dissatisfied with the response to a request for such may submit the request in writing to his or her immediate

supervisor for transmission to the next level in the instructional administration. The College will make the final determination in the best interest of the mission of the College.

## ARTICLE 9

### FACULTY WORKING CONDITIONS AND WORKLOADS

Faculty working conditions in this Article pertain to three classifications of faculty members in the bargaining unit: instructional faculty consisting of college-level faculty, adult education faculty, and vocational-level faculty; library faculty; and counseling faculty. The primary responsibility of instructional faculty members is to educate students; of library faculty members is to engage in activities directly related to the Library in conjunction with instructional faculty, students, and administrators; and of counseling faculty is to engage in activities directly related to student services.

Since the responsibility of supervising and evaluating faculty is an administrative one, this function shall not be included as part of a faculty member's workload. Supervision of career service employees may be part of a faculty member's workload. If this supervision includes the responsibility for employee evaluation, those career service employees being evaluated by a faculty member shall be notified of this relationship in writing.

#### **9.01 Instructional Faculty**

##### A. Normal Duties

###### 1. Teaching:

Instructional faculty members are responsible to the supervisor of the academic department to which they are assigned. In general, each instructional faculty member will have a teaching assignment in the department to which he or she is assigned. However, it may be necessary for a faculty member to teach at least part of his or her assigned load in another department, provided he or she is qualified, as need is determined by the College.

It is the responsibility of instructional faculty to distribute an approved syllabus at the beginning of each course. Student attendance records and withdrawals will be reported in accordance with College procedures. Instructional faculty will be responsible for conducting appropriate assessments of student performance.

###### 2. Office Hours:

Assisting students outside of class during posted office hours;

###### 3. Other Professional Activities:

- a. Performing, or assisting in performing, necessary maintenance on courses and programs taught by the faculty member, to include: assisting in textbook selection; maintaining course and section syllabi; course coordination; and developing, revising, and implementing courses and programs;
- b. Attending scheduled department, campus, and College meetings with exceptions to be approved by his or her immediate supervisor. The College may not require a faculty member to attend scheduled meetings outside a faculty member's scheduled hours without providing the faculty member an opportunity to adjust his or her OPA schedule;
- c. Performing assessments required for Institutional Effectiveness or regional or specialized accreditation;

- d. Participating in College approved professional development programs or activities;
- e. Participation on College committees, when appointed;
- f. Participation in at least one graduation ceremony a year;
- g. Other activities as defined in Section 9.01.C.3.

## B. Definitions

### 1. Contact Hour

A contact hour is defined as a fifty (50) minute class period for Advanced and Professional, Postsecondary Vocational, Developmental Education, and Vocational Preparatory classroom and on-campus laboratory instruction and as a sixty (60) minute class for all Postsecondary Adult Vocational, Supplemental Vocational, Adult Education, and Collegiate High School classes. All instruction designated as clinical experience, practicum, preceptorship, internship, work experience, or cooperative education shall be scheduled as sixty (60) minute contact hours. Release time is defined as a sixty (60) minute hour.

### 2. Evening Assignment

An evening assignment is an assignment for a faculty member to be in an assigned space at an assigned commencing time of 4:30 p.m. or later.

Any class scheduled past 10:00 p.m. shall be with the consent of the faculty member involved. If a faculty member is assigned an evening class as a part of the normal workload, the College will make a good faith effort to ensure that there is a period of at least twelve hours between the end of the evening class and the beginning of the next day's normal workload.

### 3. Duty Day

A duty day is defined as any one of the negotiated 164 calendar days of the basic contract as defined in Section 15.01.A. or any one of the negotiated calendar days of the summer semester as defined in Section 15.01.B., and as scheduled through Article 16 of this Collective Bargaining Agreement.

A non-instructional duty day is one of the 164 days of the contractual period on which classes do not meet. Each non-instructional duty day shall consist of 7.0 scheduled hours unless otherwise approved in advance by the immediate supervisor. A faculty member who is absent on a non-instructional duty day shall be charged seven (7) hours of sick leave or personal leave if absent for the entire day, unless otherwise approved in advance by the immediate supervisor, or hour-for-hour if absent for a part of the day.

A faculty member will not be expected to schedule over 35 hours per week without being appropriately compensated.

## C. Work Week

### 1. Number of Hours

The normal work week for instructional faculty members shall be thirty-five (35) scheduled hours during the Fall and Spring semesters as shown on the administratively approved door schedule. The work week during the summer semester will vary according to the individual faculty member's contracted guaranteed summer assignment. After approval by the immediate supervisor, the faculty member's schedule (Appendix C) for the work week shall be posted on each faculty member's office door not later than the end of the second week of classes. If the faculty member's schedule changes during the semester due to the start or end of a session or any other change in schedule and that change cannot be reflected clearly on the original door schedule, then a new administratively approved work week schedule shall be posted not later than one week following the change(s). The administratively approved faculty member's door schedule shall be the basis for all personal and sick leave.

The Fall and Spring semester approved schedules of work week hours of full-time instructional faculty members shall include a combined minimum of twenty-five (25) hours per week of direct contact with students and office hours scheduled at times reasonably convenient for students and clearly designated as hours during which faculty members will be available for student appointments. Up to ten (10) work week hours in Fall and Spring semesters may be used as additional office hours or may be used for other professional activities.

A separate door schedule for the week of final exams shall be submitted by the faculty member for administrative approval at least one week prior to the start of exams and posted no later than the first day of final exam week.

## 2. Office Hours

An office hour is an hour when an instructor will be available for consultation with students in a non-class setting at a College campus or site. Normally office hours will be held in the faculty member's office or at some other convenient on-campus site. Office hours scheduled at a non-College site must be approved by the immediate supervisor. Office hours will be scheduled at times convenient to students and subject to approval by the immediate supervisor. During Fall or Spring semester, office hours will be scheduled over at least four days of the work week. Exceptions must be approved by the immediate supervisor.

Office hours may be scheduled as "on-line" hours in a virtual classroom or chat room where the faculty member is directly available to students in a format that allows contact with multiple students at the same time. The time, location, and number of virtual office hours must be approved by the immediate supervisor. Virtual office hours must be scheduled via access on servers operated by the College or an approved 3<sup>rd</sup> party and must be in a form that can be monitored for faculty compliance. Virtual office hours will constitute no more than 50% of the scheduled weekly office hours.

Each instructional faculty member shall post and maintain the appropriate number of office hours as stated in Section 9.01.C.1.

## 3. Other Professional Activities Hours

An Other Professional Activities (OPA) hour is a scheduled hour when a faculty member is engaged in activities related to his or her professional responsibilities. Other professional activities include, but are not limited to, College committee meetings,



College-approved recruiting, professional development, sponsorship of student organizations, professional meetings, research, instructional preparation, evaluation of student work, informal student advising and when agreed upon by the faculty member formal student advising, and curriculum review and development, and up to five (5) hours of active community service if approved by the immediate supervisor on the appropriate form (Appendix D). One and one-half hours per week may be scheduled for participation in the Wellness Program.

Community service may include, but is not limited to, volunteer work with local hospitals, clinics, service organizations, charitable organizations and activities, or governmental agencies and has a direct benefit to the College. Community service shall not include any activity for which a faculty member receives a stipend.

Any faculty member required by the College to take college course work shall be entitled to include this time in the OPA hours.

Professional activities constitute an important element of an educator's professional life and both the faculty member and the College should benefit by a faculty member's participation in such activities. Other professional activities, however, shall not conflict with scheduled office hours unless approved by the immediate supervisor. In the case of a conflict, the office hours shall be re-scheduled with the approval of the immediate supervisor.

The hours during which the faculty member will be involved in Other Professional Activities (OPA) shall be included on the schedule for the work week. The Faculty Association and the College recognize that it is the professional responsibility of the faculty member to perform his or her duties in an appropriate manner and place. A portion of each contract day shall be scheduled and worked on campus unless alternative scheduling is approved by the immediate supervisor. Faculty members will participate in the scheduling process as specified in Article 6.03.

#### 4. Compensation for Overload Hours

Assigned overload hours and additional overload hours worked beyond the defined work week (see Section 9.01.D.3 Workloads), except as provided for remediation in failure to meet the conditions of an approved IPA (see section 6.06.D Intellectual Property Rights) or when used in load averaging (see section 9.01.D.1), shall be paid at the appropriate overload pay rate.

### D. Workloads

#### 1. Standard Load

A standard load is an assignment for an instructional faculty member to be in an assigned space at an assigned commencing time, for an assigned, cumulative amount of time as specified below, which will satisfy that faculty member's contractual obligations. A standard load may include an evening assignment, Distance Learning course, and/or an independent or directed study course. Where the needs of the program permit, the College shall limit evening assignments to one section per week. However, this clause shall not prevent a faculty member from accepting additional evening assignments.

In Fall and Spring semesters, each full-time instructional faculty member shall teach a minimum of fifteen (15) contact hours per week per semester concurrent with nine

hundred (900) points per semester. The calculation of workload points is the responsibility of the immediate supervisor.

If mutually agreed upon in advance by the faculty member and the appropriate immediate supervisor, the faculty member may teach a minimum of fifteen (15) contact hours per week per semester concurrent with an average of nine hundred (900) workload points over Fall and Spring semesters of the same academic year. In no case may the terms of this section be used to require a faculty member or immediate supervisor to use this averaging process. Once this minimum standard load has been satisfied, any additional work shall be considered an overload. (See Section 9.01.D.3.a.)

The calculation of a standard load shall be consistent across the district.

Tenured faculty or tenure-track faculty whose appointments have been renewed shall be guaranteed a summer assignment. The guaranteed summer assignment other than for Collegiate High School faculty shall be defined as ninety (90) classroom contact hours along with eighteen (18) office hours. The guaranteed summer assignment for Collegiate High School faculty shall be defined as eighty (80) classroom contact hours along with eighteen (18) office hours. Office hours will be scheduled two or more days per week at times convenient to students and subject to approval by the immediate supervisor. Office hours will be reduced proportionately for faculty members working fewer than the guaranteed classroom contact hours. The guaranteed assignment shall be worked during the Summer semester as determined by the immediate supervisor in consultation with the faculty member. The determination of the guaranteed summer assignment shall be done in a fair and timely manner as outlined in Section 6.10.B.3. Summer semester assignments consisting of fewer than 90 contact hours and 12 office hours will be paid at a prorated rate.

When offered by the College, a faculty member may teach a second summer assignment in addition to the guaranteed summer assignment. Office hours will be scheduled two or more days per week at times convenient to students and subject to approval by the immediate supervisor. The availability of the teaching assignment shall be determined by the immediate supervisor.

The number of days per week the faculty member is required to work shall be determined by the scheduled class days of his or her teaching assignment.

## 2. Workload Points

<u>60 points</u>	College Credit or Developmental Education lecture
<u>60 points</u>	College Credit or Developmental Education Release Time
<u>50 points</u>	College Credit Laboratory, Shop, Category A (See Appendix E)
<u>50 points</u>	Art Studio, Music Ensemble
<u>45 points</u>	College Credit Clinical with Direct Student Supervision
<u>45 points</u>	Post-Secondary Adult Vocational Release Time, Lecture, Laboratory, or Clinical with Direct Student Supervision
<u>40 points</u>	College Credit Laboratory, Shop, Category B (See Appendix E)

- 40 points P.E. Activity
- 40 points Applied Music
- 40 points Developmental Education Laboratory
- 40 points Collegiate High School, Adult Education Lecture, Laboratory
- 15 points Externship, Internship, Preceptorship, or Work Experience
- 15 points Alternate Assignments

3. Overloads and Underloads

a. Overload

Overloads in excess of the hours needed to equal the standard load shall result in an overload payment to the faculty member for those hours scheduled and worked beyond the normal work week, unless the faculty member elects to complete the excess work within the normal work week.

A faculty member shall be entitled to apply for an overload teaching assignment as outlined in Section 6.10.B and 6.10.C in any discipline in which he or she is credentialed and qualified to teach, as determined by the College. The faculty member shall file the written request with his or her immediate supervisor, who, if he or she approves, will coordinate the request.

b. Assigned Overload

The workload of an instructional faculty member shall not be increased beyond the standard load without the express consent of the individual faculty member involved. On occasion, the assignment of a standard load unintentionally generates an overload called an assigned overload. An assigned overload is that portion of assigned work beyond the standard workload that is assigned to the faculty member in order to provide the standard load. The assigned overload shall be as small as is feasible.

If an underload is created by the faculty member's choosing not to accept an assigned overload, the immediate supervisor and the College shall make a good faith effort to minimize the impact on the faculty member by averaging loads between terms (Article 9.01.D.1) or, if requested, by providing alternative assignments when productive assignments are available. If the faculty member does not choose load averaging or an alternative assignment, said faculty member's salary will be adjusted accordingly. The offering of an alternative assignment is at the sole discretion of the College.

c. Underload

The standard load of an instructional faculty member shall not be reduced without prior discussion with the individual faculty member involved; in all cases, the College shall make a good faith effort to provide a standard load for each faculty member. Except as provided in the preceding section "Assigned Overload" and Article 12 of this Collective Bargaining Agreement, if the College is unable to assign a standard

load to a faculty member during a specific semester, the faculty member may request an alternate assignment to fulfill the standard load. The decision to offer an alternate assignment is solely at the discretion of the College.

d. Compensation

During Fall and Spring semesters, the faculty member may elect to complete the overload hours within the normal work week by reducing OPA hours by the same number of clock hours; the work week under such circumstances remains thirty-five (35) duty hours. The choice between receiving overload payment or working the overload within the normal work week shall be solely the choice of the faculty member involved.

Overloads shall be compensated at the overload pay rate (see Section 15.02.C.). However, any additional compensation to a faculty member working an overload requires additional documented service in excess of the normal thirty-five (35) hour work week for Fall and Spring semesters or the guaranteed hours for the summer assignment. Overload payment shall be made per actual clock hours worked, not on points accrued.

E. Release Time

Release time shall be defined as the reduction of a faculty member's regular teaching duties to compensate for duties other than those that constitute the regular responsibilities of faculty members. Release time may be granted by the College for duties such as coordination of programs, specifically designated recruitment duties, service as assistant to an immediate supervisor, course coordination duties, sponsorship of certain student activities, or specifically designated program or curriculum development that exceeds the routine responsibility of faculty members. However, release time shall not be granted for activities defined as community service unless the College considers it to be in the best interest of the College.

When specified by the College, the percentage of the standard 900 point workload released is the percentage of the 35-hour work week to be scheduled and worked for the approved release time duties.

A faculty member may apply to his or her immediate supervisor for release time to undertake work that is mutually beneficial to the faculty member and the College, although this does not imply that the supervisor will have authority to grant release time without advanced College approval.

Faculty members may also be assigned to do extra work in return for release time on the basis of agreement between the faculty member and the College as to the amount.

All release time arrangements are to be committed to in writing on the release time form (Appendix F) with a copy furnished to the faculty member.

F. Faculty Members Serving as Program Coordinators or Directors

1. Program coordinator designations are the prerogative of the College; however, a faculty member may not be assigned program coordinator or director duties without his or her express consent. Only those faculty members who have been assigned program coordination duties by the College are eligible for release time under this provision.

2. Nothing in this section shall preclude the use of release time for special program projects such as periodic accreditation reports or major curriculum revision, separate from or in addition to program coordinator release time.
3. A description of coordinator responsibilities shall be determined by the immediate supervisor in consultation with the faculty member. Responsibilities which may be included in the description are in Appendix G; an individual faculty member's coordinator duties may include all or some of these responsibilities. The description of responsibilities shall be given to the program coordinator or director in writing using the specified form in Appendix G by the end of the first week of classes in each semester.
4. Two or more faculty members may share the responsibilities and points awarded for a specific duty in Appendix G; however, the total points awarded to all faculty members with those responsibilities for a given program shall not exceed the total allowable points for that item.
5. A program coordinator is usually appointed for an academic year with a beginning date of the first day of the Fall semester; however, the College may change that appointment as needed.
6. Release time hours to be awarded for performing program coordinator duties shall be determined using the point system in Appendix G. One clock hour of release time per week shall be awarded for each sixty (60) program coordinator duty points earned.
7. A maximum of six hundred (600) points or ten (10) hours release time may be earned for coordinator duties for an academic year appointment. However, if an individual faculty member is awarded a full ten (10) hours during one academic year, at least two (2) of those hours must be used in the summer. The hours of release time must be used during the academic year of appointment, and may be taken during Fall, Spring, or Summer semesters. No more than four (4) hours of release time may be used during a guaranteed summer assignment. During the guaranteed summer assignment, fifteen (15) clock hours of release time shall be awarded for each hour of release time assigned.

The release time schedule shall be determined by the immediate supervisor in consultation with the program coordinator.

A program coordinator shall not be assigned duties in excess of the six hundred (600) point maximum.

#### G. Substitute Teaching

It shall be the responsibility of the individual faculty member to provide reasonable notice to his or her immediate supervisor regarding classroom absences, and when feasible to assist in making prior arrangements to satisfactorily handle such absences. Substituting for another faculty member shall be an overload when the absent faculty member is on administratively approved leave. Any additional compensation to a faculty member substituting for a colleague requires additional, documented service in excess of the normal thirty-five (35) hour work week as entered on the appropriate form (Appendix H).

Substitute teaching overloads shall be compensated at the overload pay rate (see Section 15.02.C.). However, with approval of the immediate supervisor, faculty members may mutually agree to substitute teach for one another within the same thirty-five (35) hour work week without additional compensation.

## **9.02 Library Faculty**

### **A. Normal Duties**

Library faculty members are responsible to the administrative representative for library services, or his or her designee, at the campus where assigned. In general, each library faculty member will be assigned activities directly related to the primary function of his or her designated area (i.e., automated systems, circulation, inter-library loan, cataloging, online services, collection development, and instructional support). Duties of library faculty members will also include:

1. assisting students, faculty, and community patrons in information retrieval;
2. instructing students and community patrons in the use of the library facilities in formal and informal settings;
3. assuming responsibility on an assigned basis for building and patron security in the absence of the immediate supervisor;
4. participating in College approved professional development programs or activities;
5. participating in at least one graduation ceremony a year;
6. serving on College committees or serving as faculty advisor to student groups; and
7. attending scheduled department, campus, and College meetings.

### **B. Work Week Schedule**

1. Library faculty members shall have the same number of duty days as instructional faculty. No instructional faculty load points will be assigned to library faculty members for the performance of their duties.
2. The work week for library faculty members shall be thirty-five (35) hours during Fall and Spring semesters. One (1) hour per week in Fall and Spring semesters may be scheduled for other professional activities as defined in this Agreement, exclusive of community service. An additional one and one-half hours per week may be scheduled for participation in the Wellness Program.
3. Since the demands for library service may occur during periods when classes are not in session, the College reserves the right to assign library faculty duty schedules which differ from the duty days of instructional faculty. The revised schedule will not mean the library faculty members will work more days than the number of days required for instructional faculty members. If the revised schedule results in more than 35 hours per week, the library faculty member involved must expressly consent to the overload. The faculty member consenting to the overload shall have the choice between receiving additional compensation or compensatory time off. Additional compensation shall be at the overload rate (Section 15.02.C). Compensatory time off must be taken within the same pay period or the following pay period in which the overload was worked. Evening or weekend duty assignments do not automatically result in an overload.

4. If there is an insufficient number of faculty volunteers for evening or weekend duty, library faculty will serve on a rotational basis for this duty. Rotational duty would not apply to a library faculty member who has been hired for the specific purpose of working evenings or weekends or to a library faculty member who volunteers for evening assignments; evening assignments shall be decided by the immediate supervisor in consultation with the library faculty member.
5. Any faculty member required by the College to take college course work shall be entitled to include this time in the regular work hours as long as it does not interfere with normal assignments and as long as approved by the immediate supervisor.

C. Overloads

1. Overloads in excess of the work week of thirty-five (35) hours during Fall and Spring semesters shall result in an overload payment to the faculty member. Overload payment shall be made per clock hours worked at the overload pay rate (see Section 15.02.C.). Overloads shall not be assigned without the express consent of the individual faculty member involved. Any additional compensation to a faculty member working an overload requires additional documented service in excess of the normal thirty-five (35) hour work week (or established summer hours).
2. A faculty member shall be entitled to apply for an overload teaching assignment as outlined in Section 6.10.B and 6.10.C in any discipline in which he or she is credentialed and qualified to teach, as determined by the College. The faculty member should file the written request with his or her immediate supervisor, who, if he or she approves, will coordinate the request.

D. Substituting

1. Substituting for another faculty member shall be an overload when the absent faculty member is on administratively approved leave. Any additional compensation to a faculty member substituting for a colleague requires additional, documented service in excess of the normal thirty-five (35) hour work week as entered on the appropriate form (Appendix H).
2. Substitute overloads shall be compensated at the overload pay rate (see Section 15.02.C.). However, with approval of the immediate supervisor, faculty members may mutually agree to exchange work hours on a one-to-one basis within the same thirty-five (35) hour work week without additional compensation.

E. Guaranteed Summer Assignment

For library faculty, the guaranteed summer assignment shall consist of 120 clock hours to be worked during Summer semester. The specific hours of employment for each library faculty member shall be determined in a fair and timely manner by the appropriate supervisor in consultation with the faculty member. Library faculty may be contracted for summer hours in addition to the guaranteed hours if needed and approved by the College.

**9.03 Counseling Faculty**

A. Normal Duties

Counseling faculty members are responsible to the Director of Student Services, or his or her designee, at the campus where assigned. In general, each counseling faculty member will be assigned activities directly related to the primary functions of student services, meeting the needs of students through various means (including but not limited to, academic advising, counseling, registration, and orientation). Duties of counseling faculty members will also include:

1. acting as departmental liaison;
2. conducting, or assisting with, seminars, or programs related to advising;
3. participating in College sponsored advising and programs such as College Night, Escambia County Career Days, and other activities as needed;
4. attending scheduled department, campus, and College meetings;
5. participating in College approved professional development programs or activities;
6. participating in at least one graduation ceremony per year; and
7. serving on College committees or serving as a faculty advisor to student groups.

#### B. Work Schedule

1. Counseling faculty members shall have the same number of duty days as instructional faculty except during the guaranteed summer assignment as specified in Section 15.01.B. No instructional faculty load points will be assigned to counseling faculty members for the performance of their duties. One (1) hour per each thirty-five (35) scheduled hours of the 164-day basic contract may be scheduled for other professional activities as defined in this Agreement, exclusive of community service. An additional one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in the Wellness Program.
2. In scheduling the 164 days across the counseling contract year, the counseling faculty member shall be scheduled to work at least one day per established pay period; however, within this provision, the counseling faculty member shall be entitled, at least once during the contract year, to twenty-four (24) consecutive calendar days without a scheduled workday.
3. Since the demands for counseling service may occur during periods when classes are not in session, the College reserves the right to assign counseling faculty duty schedules which differ from the duty days of instructional faculty. The revised schedule will not mean that counseling faculty members will work more days than the number of days required for instructional faculty members, except for the guaranteed summer assignment as specified in Section 15.01.B., unless the counseling faculty member involved expressly consents to the overload and either compensatory time or additional compensation is provided. The choice between receiving overload payment or compensatory time off shall be solely the choice of the faculty member involved. Additional compensation, if chosen, shall be at the overload pay rate (Section 15.02.C.). Compensatory time off must be taken within the same pay period or the following pay period in which the overload was worked.



4. If there are an insufficient number of faculty volunteers for evening duty, counseling faculty will serve on a rotational basis for this duty. Rotational duty would not apply to a faculty member who has been hired for the specific purpose of working evenings or to a counseling faculty member who volunteers for evening assignments. Assignments shall be decided by the immediate supervisor in consultation with the faculty member.
5. Any faculty member required by the College to take college course work shall be entitled to include this time in the regular work week as long as it does not interfere with normal assigned duties and as long as approved by the immediate supervisor.

#### C. Overloads

1. Overloads in excess of the work week of thirty-five (35) hours during Fall and Spring semesters shall result in an overload payment to the faculty member. Overload payment shall be made per clock hours worked at the overload pay rate (see Section 15.02.C.). Overloads shall not be assigned without the express consent of the individual faculty member involved. Any additional compensation to a faculty member working an overload requires additional documented service in excess of the normal thirty-five (35) hour work week (or established summer hours).
2. A faculty member shall be entitled to apply for an overload teaching assignment as outlined in Section 6.10.B and 6.10.C in any discipline in which he or she is credentialed and qualified to teach, as determined by the College. The faculty member should file the written request with his or her immediate supervisor, who, if he or she approves, will coordinate the request.

#### D. Substituting

1. Substituting for another faculty member shall be an overload when the absent faculty member is on administratively approved leave. Any additional compensation to a faculty member substituting for a colleague requires additional, documented service in excess of the normal thirty-five (35) hour work week as entered on the appropriate form (Appendix H).
2. Substitute overloads shall be compensated at the overload pay rate (see Section 15.02.C). However, with approval of the immediate supervisor, faculty members may mutually agree to exchange work hours on a one-to-one basis within the same thirty-five (35) hour work week without additional compensation.

#### E. Guaranteed Summer Assignment

For counseling faculty, the guaranteed summer assignment shall consist of 120 clock hours to be worked during Summer semester. The specific hours of employment for each counseling faculty member shall be determined in a fair and timely manner by the appropriate supervisor in consultation with the faculty member. Counseling faculty may be contracted for summer hours in addition to the guaranteed hours if needed and approved by the College.

### **9.04 Extended Contract Faculty**

#### A. Appointment

Currently employed faculty members may request to be transferred to an available extended contract position. No faculty member employed on a 164-day basic contract will be required

at any future date to move to an extended contract position. The decision to classify a position as an extended contract position will be made by the College in consultation with the Faculty Association.

#### B. Rights and Privileges

Faculty members who work under the basic 164-day contract and those who work under an extended contract shall have the same rights, privileges, and benefits as described elsewhere in this Collective Bargaining Agreement. One year worked under an extended length contract is the same as one year worked under the basic 164-day contract for the purposes of seniority, eligibility for promotion and leaves, and retirement credit.

#### C. Eligibility

##### 1. Counseling faculty

##### 2. Library faculty

#### D. Workload

##### 1. Counseling Faculty on Extended Contract

a. Schedule will include 164 duty days scheduled in accordance with 9.03.B.2. plus 420 clock hours between the end of Spring semester and the beginning of Fall semester of the next academic year. The total number of duty days will not exceed 224 days. The extended contract is worked over the entire contract year with at least one duty day scheduled per pay period. Faculty participation in scheduling will be in accordance with Article 6.03. Of the 420 hours scheduled between the end of Summer semester and the beginning of Fall semester of the next academic year, one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in the Wellness Program.

b. Overload pay in each semester shall be earned as described in Article 9.03.C.

##### 2. Library Faculty on Extended Contract

a. Schedule will include 164 duty days scheduled in accordance with 9.02.B.1. plus 420 clock hours between the end of Spring semester and the beginning of Fall semester of the next academic year. The total number of duty days will not exceed 224 days. The extended contract is worked over the entire contract year with at least one duty day scheduled per pay period. Faculty participation in scheduling will be in accordance with Article 6.03. Of the 420 hours scheduled between the end of Spring semester and the beginning of Fall semester of the next academic year, one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in the Wellness Program.

b. Overload pay in each semester shall be earned as described in Article 9.02.C.

### **9.05 Extended Contract Teaching Faculty**

#### A. Appointment

Currently employed faculty members may request to be transferred to an available extended teaching contract position. No faculty member employed on a 164-day basic contract will be required at any future date to move to an extended teaching contract position. The decision to classify a position as an extended teaching contract position will be made by the College in consultation with the Faculty Association.

B. Rights and Privileges

Faculty members who work under the basic 164-day contract and those who work under an extended teaching contract shall have the same rights, privileges, and benefits as described elsewhere in the CBA. One year worked under an extended teaching contract is the same as one year worked under the basic 164-day contract for purposes of seniority, eligibility for promotion and leaves, and retirement credit.

C. Workload

The schedule will include 164 duty days during Fall and Spring semesters. Between the end of Spring semester and the beginning of Fall semester of the next academic year the schedule will include 180 classroom contact hours and an additional 132 office or other assigned hours scheduled at times convenient to students and approved by the immediate supervisor. Faculty participation in scheduling will be in accordance with Article 6.03. Of the 312 hours scheduled between the end of Spring semester and the beginning of Fall semester of the next academic year, one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in the Wellness Program. Instructional assignments in excess of the required 312 hours shall be paid at the overload rate specified in Article 15.02.C.

**9.06 Instructional Post-Secondary Adult Vocational Faculty**

A. Workload

Faculty assigned to vocational programs shall be assigned sufficient student contact hours to constitute a standard 900 point load. The remainder of the normal work week shall consist of office hours and OPA hours. The combination of these hours will be determined in consultation between the faculty member and the immediate supervisor with approval required by the immediate supervisor.

**9.07 Instructional Secondary Level Faculty**

A. Workload

Adult Education and Collegiate High School faculty shall be assigned sufficient student contact hours to constitute a standard 900 point load. The remainder of the normal work week shall consist of office hours and OPA hours. At least 20% of the scheduled normal work week shall be OPA hours. The combination of these hours will be determined in consultation between the faculty member and the immediate supervisor with approval required by the immediate supervisor.

**9.08 Lecturers (Non-tenure Track Full-time Faculty)**

A. Contract Length

The number of lecturers shall not exceed twenty percent (20%) of the total number of filled full-time tenure-track faculty positions on the first day of the budget year. Lecturers shall be

on a contract with the length of contract determined by the College. Lecturers are not eligible for continuing contract or promotion. Additional contracts, including summer contracts, may be offered at the discretion of the College.

The duty days shall be the same as those for instructional faculty as defined in 9.01.B.3.

#### B. Rights and Privileges

Unless otherwise specified, lecturers shall have the same rights, privileges, and benefits as described elsewhere in the CBA.

The workload for lecturers is as defined in 9.08.C below.

Lecturers are not covered by:

1. the transfer provisions in Article 17.01.E;
2. the seniority definition in Article 6.09;
3. Article 6.10.B.2 the process by which full-time faculty members apply for summer assignment;
4. Sabbatical Leave in Article 14.07;
5. Any provisions dealing with promotion in rank or continuing contract; or
6. Initial credentialing requirements in Article 17.06.

#### C. Workload

##### Instructional faculty

The duties of a lecturer are restricted to teaching and office hours without the service and professional development expectations of tenure-track or tenured faculty.

The standard load for a lecturer is 1260 workload points. The remainder of the week shall consist of office hours and OPA hours. The combination of these hours will be determined in consultation between the faculty member and the immediate supervisor with approval required by the immediate supervisor. With approval of the immediate supervisor the standard load may be decreased in order to include additional office hours or OPA hours to fulfill the required thirty-five (35) hour scheduled work week. Office hours may be used to participate in departmental meetings.

For lecturers on a basic-year contract, there is no guaranteed summer assignment; however, the College may offer a summer assignment. For lecturers on an extended contract, the load for the summer shall include 270 contact hours of instruction plus 132 additional office or other assigned hours scheduled at time convenient to the students and approved by the immediate supervisor.

#### D. Overload and Substitutions

Lecturers shall be eligible for overload pay as well as pay for substituting for other faculty members.

#### E. On-line faculty

With the approval of the Vice President of Academic Affairs, a lecturer may schedule all office hours on-line.

## ARTICLE 10

### GRIEVANCE PROCEDURE

#### 10.01 Principles

The Association and the College recognize that an effective grievance system with reasonable time limits will advance harmony within Pensacola State College. In the event that a grievance may arise between the College and one or more represented faculty members, or between the College and the Association, which involves the interpretation or application of this Agreement and which cannot be settled through informal discussion, the grievance procedure described below shall be instituted for the timely and orderly resolution of such grievances. The grievance procedure is not available for the settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement. The College shall not be required to accept any grievance that includes any general reference to Articles or provisions of this Agreement.

When a grievance is submitted other than through or by the Association, the Association shall be notified before the grievance is answered in step one, and the Association shall be afforded notice and an opportunity to be present during any grievance meetings between a grievant and a College representative. The grievant shall also have the right to be present, together with any advisor that he or she may wish to designate.

Nothing in this article shall be construed to inhibit the use of alternate methods in the resolution of the faculty member's grievance, regardless of how far the grievance process has progressed. (See Section 4.04.)

No reprisals or retaliations of any kind shall be taken against any employee for filing a grievance. At no time in the process shall the grievant be threatened, intimidated, unnecessarily delayed, or otherwise discouraged from pursuing the satisfaction of the grievance. All participants in a grievance hearing are to protect themselves and their fellow participants by refraining from discussion of the grievance outside of the proceedings.

An alleged legally prohibited discriminatory act or practice may be presented by the grievant directly to the employee's Vice President or Dean of the appropriate campus, with appeal made to the College President, and to the District Board of Trustees, if necessary.

#### 10.02 Definitions

##### A. Definition of a Grievance

Claims and complaints verbally addressed to an administrator, or so discussed with an administrator by a faculty member, are not to be deemed grievances during any time periods when they are being verbally presented or discussed. A grievance is defined as a written claim that the College has violated or misapplied a specified provision or specified provisions of this Agreement, including this Agreement's General Provisions, with resulting harm, also to be described with specificity, to the grievant. The grievance shall set out the facts of the matter in enough detail to enable an otherwise uninformed third party, assuming the truth of the facts as stated, to determine from the grievance and this Agreement, that a violation of this Agreement has or has not been described. The grievance document must also state with specificity the relief that the grievant seeks.

##### B. Who May Be a Grievant

A faculty member desiring to grieve must date, sign, and present a timely individual grievance in order to be entitled to have his or her grievance processed or to be granted any relief, whether the grievance is prosecuted on his or her behalf by the Association or not. If more than one faculty member is affected by any asserted violation, the Association president may sign a single grievance document.

The Association may also be a grievant. Association grievances may be inserted at the third step of the grievance procedure.

This Agreement shall not be construed to require the College to grieve any decision before acting thereon, and the College shall not have access to the grievance or arbitration procedures as a grievant.

#### C. Time Limits

The time limits provided in this Article must be strictly observed, unless extended by mutual consent. The failure of a grievant to pursue a grievance within the time permitted at any step or phase of the proceeding shall mean that the grievance stands abandoned. The College's failure to respond to a grievance within the time provided at any step shall mean that the grievant shall thereupon be entitled to proceed to the next step.

However, if, prior to the deadline for the Step III appeal, the grievant or PSCFA discovers another violation related to the original grievance, the grievant or PSCFA shall be allowed to amend the original grievance, and the amendment shall be addressed as if it were a part of the original filing. In order to consider the amended grievance, the College will have an additional fourteen College business days added to the response deadline of the Step at which the amended grievance is filed.

#### D. Use of Duty Time

College representatives shall make themselves available to meet with grievance representatives during non-duty hours for the purpose of preparing, handling, investigating, processing, or otherwise dealing with grievances or potential grievances.

### **10.03 Procedure**

#### A. Grievance Procedure

Step I: The grievant(s) must file the grievance, in writing using the format specified in Appendix I and in compliance with all requirements of this Article, with his or her immediate supervisor within fourteen (14) College business days from and after the date of the act or omission giving rise to the grievance, or within fourteen (14) College business days from and after the date when the grievant acquires, or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission. When the designated first point of contact is the respondent, the grievant shall file the grievance with the next designated point of contact.

The immediate supervisor will respond, also in writing, within fourteen (14) College business days from and after the date when the written grievance is submitted to him or her. This response should include the deadline for Step II submittal and a date and signature line indicating receipt by the grievant.

Step II: The grievant, if dissatisfied, may advance the grievance by submitting it in writing, using an updated version of the grievance document, to a person designated by the College President to handle grievances at Step II, within fourteen (14) college business days from and after the date of receipt of the Step I answer or expiration of the time allowed for a Step I answer without an answer being received.

The President's designee will provide a Step II answer, in the same manner as is required in Step I, within fourteen (14) College business days after receiving the appeal.

Step III: The grievant, if dissatisfied with the Step II disposition, may appeal the grievance to the College President by delivering the appeal, using an updated version of the grievance document, to the President's staff assistant within fourteen (14) College business days after the time for a Step II answer expires. The President or his or her representative will answer the grievance within twenty (20) college business days after it is delivered to the office of the President.

Meetings: Meetings to discuss grievances in process shall occur at the convenience of the parties involved and by mutual consent, when those representing both sides agree that meetings are required in order to arrive at a proper disposition. The President's Step II representative will arrange a grievance meeting before answering if requested by the grievant.

#### B. Arbitration Procedure

1. Arbitrability. Only those grievances which have been processed through the grievance procedure in strict compliance with all of its requirements may be submitted to arbitration.
2. Initiating Procedure. The arbitration procedure may be invoked by the Association delivering a written request for arbitration to the Director of the Human Resources Department within twenty (20) college business days after receipt of a Step III disposition of a grievance.
3. The Association may thereafter, but within thirty (30) college business days after initiating arbitration, mail to the Federal Mediation and Conciliation Service a request for a list of five (5) arbitrators, with a copy of the request to the opposing party.
4. Within twenty (20) College business days after receipt of such a list, the parties' representatives shall, in a face-to-face meeting or by telephone, alternately strike names from the list, with the Association to make the first strike. The remaining name will identify the arbitrator, provided that either side shall have the right to reject one list of arbitrators. Alternatively, the parties may agree to select an arbitrator not on the list.
5. The Association will then, within ten (10) College business days, notify the arbitrator of his or her selection and furnish him or her with a copy of all grievance documents generated to date and a copy of this Agreement. The arbitration will then proceed in accordance with the reasonable requests and instructions of the arbitrator, but subject to the following conditions:
  - a. No arbitrator may have more than one case involving the College pending before him or her at a given time without the consent of the College and the Association.

- b. The arbitrator must agree when taking the case to render a written opinion if asked to do so by a party.
- c. No party may inform the arbitrator, by evidence or otherwise, of any offer of settlement made, and the arbitrator may not consider any such offer. Breach of this provision shall entitle the non-offending party to reject the arbitrator's decision and demand a new arbitrator.
- d. The arbitrator shall schedule all proceedings outside of normal College operating hours if requested by the College to do so.
- e. The arbitrator may not require the College to violate a Board rule that has not been modified by this Agreement.
- f. If the arbitrator rules partly for the grievant and partly against the grievant, his or her charges shall be equally shared by the grievant and the College; otherwise, the loser shall pay all of the arbitrator's charges. A grievance that is voluntarily withdrawn after arbitration has been invoked will be deemed to have been lost.
- g. Arbitration decisions shall be final and binding if rendered in compliance with this Agreement but shall otherwise be subject to be vacated on appeal to a State court of general jurisdiction.

#### **10.04 Disclosure**

The parties and their constituents shall have the right to seek and receive any information which may have a bearing on a grievance.



## ARTICLE 11

### ADMINISTRATIVE EVALUATION OF FACULTY

#### **11.01 Administrative Evaluation of Faculty**

It is understood that the primary purpose of evaluation is not to discipline, but to provide the faculty member with the advice, assessments, and opinions of his or her immediate supervisor in order to assist him or her in continuing professional development and performance improvement, although evaluations may be referenced in disciplinary matters. The parties agree that those factors bearing on the faculty member's effective performance of his or her professional duties and responsibilities are of primary importance in the evaluation process. The term "evaluation" as used in this Article refers only to the formal evaluation of a faculty member to be conducted at least once each academic year by his or her immediate supervisor.

For tenured or tenure-track instructional faculty members, the evaluation shall include teaching/job effectiveness which encompasses the immediate supervisor's observations of the faculty member both in class and out of class as well as the results of appropriate items on his or her student perception surveys; professional development/scholarly activity; service to the department, College, discipline, and may include community service; other regular assigned job duties if applicable; progress toward completing the Faculty Development Plan; and an overall assessment of the faculty member's performance.

For non-tenure-track instructional faculty members, the evaluation shall include teaching/job effectiveness, which encompasses the immediate supervisor's observations of the faculty member both in class and out of class as well as the results of appropriate items on his or her student perception surveys and an overall assessment of the faculty member's performance. Professional development/scholarly activity; service to the department, College, discipline, and community service; other regular assigned job duties; and progress toward completing the Faculty Development Plan may be included as appropriate.

Classroom observation dates shall be determined by the immediate supervisor following consultation with the faculty member. Unless agreed upon by the faculty member, the classroom observations will be scheduled during the faculty member's contract year. Within three weeks of any classroom observation, the immediate supervisor will meet with the faculty member to discuss the observation. Any factors which will be noted on the faculty member's annual evaluation will be provided to the faculty member, in writing, within one week of this meeting. The immediate supervisor has the authority and discretion to waive the classroom observation, on a case-by-case basis, for any faculty member who has achieved the rank of Professor.

Classroom visitations or observations shall not be used for harassment and shall be conducted with due regard to the courteous treatment of faculty members and students. However, the College reserves the right to make additional, unscheduled classroom visitations or observations.

For library and counseling faculty members, the evaluation shall include job effectiveness which encompasses teaching effectiveness if teaching is part of the regular job duties, the immediate supervisor's observations of the faculty member's job effectiveness, and the results of appropriate items on student perception surveys or client satisfaction surveys; professional development/scholarly activity; service to the department, College, discipline and may include community service; other regular assigned job duties if applicable; progress on completing the Faculty Development Plan; and an overall assessment of the faculty member's performance.

At least one week prior to the annual evaluation conference, the department head shall provide a draft copy of the evaluation to each faculty member for his or her review.

At the annual evaluation conference, each faculty member and his or her immediate supervisor shall review and discuss items relevant to the faculty member's performance covering the academic year evaluated as well as plans for the following academic year. The substance of the evaluation conference follows the format provided in Appendix J. Each faculty member is encouraged to perform a self-evaluation and present it to his or her immediate supervisor before or during the annual evaluation conference. The supervisor will accept and consider such self-evaluations when put in writing.

Within two weeks of the annual evaluation conference, the immediate supervisor will provide a copy of the final written evaluation to the faculty member. The faculty member will sign the evaluation, indicating that he or she has received a copy, but not necessarily that he or she agrees with the contents. The written evaluation shall be placed in the faculty member's privacy file in the Human Resources Office. The faculty member may submit a written statement for attachment to the evaluation form. The annual evaluation process will be completed no later than October 15 of the fall semester of the following academic year for which the evaluation is being conducted.

The College shall, at its discretion, assist the faculty member in improving any deficiencies identified in the evaluation; the expenditure of time and resources for this purpose shall remain a matter of administrative discretion. However, any such assistance does not entitle the faculty member to continued employment at the College.

Any faculty member who has been given an evaluation which he or she believes does not accurately reflect the quality of his or her performance shall have the right to request and shall, upon such request, be granted a re-evaluation by another appropriate administrator designated by the Vice President of Academic Affairs.

### **11.02 Student Feedback on the Classroom Learning Process and Environment**

The College retains the right to collect student feedback on the classroom learning process and environment during the semester. Though student perception surveys in the Fall semester include all faculty members, student perception surveys in the Spring semester are usually limited to classes taught by annual contract faculty members. However, sections taught by other faculty members may be included either at their own request or their immediate supervisor's request. Although the surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used by the College in support of personnel decisions.

## ARTICLE 12

### RETRENCHMENT

#### 12.01 Principles

In the event that the College foresees the need for retrenchment of full-time faculty, exclusive of faculty positions funded through grants, during the term of this Agreement, it shall immediately request in writing negotiations with the Association over the impact of such retrenchment. The parties shall, in these negotiations, consider many factors, including, but not limited to, natural attrition, voluntary early retirement, retraining, transfers, order of faculty retrenchment, and recall rights.

#### 12.02 Procedure

##### A. Layoff Unit

1. The College may find it necessary to reduce the number of faculty due to budgetary constraints or shifting operational needs. When implementing a retrenchment, the College will prioritize based on the effect that reduction or elimination will have on the mission and goals of the College.
2. A retrenchment of positions may occur in any layoff unit as defined by the College. A layoff unit may be comprised of any operational or administrative unit including but not limited to departments, programs, centers, campuses, offices, institutes, disciplines or sub-disciplines, or divisions.
3. Prior to implementing a retrenchment, the College will assess the workforce and select the layoff units for the retrenchment. In all instances, the needs of the College will be the primary consideration in determining the units selected for the retrenchment.

##### B. Selection Criteria of Faculty for Retrenchment

1. No tenured faculty member shall be terminated if full-time faculty members on annual contract are retained in the same layoff unit to teach courses the tenured faculty member is qualified to teach.
2. When considering retrenchment within a layoff unit, the College will use these criteria, in the following order:
  - a. Needs of the College, as determined by the College,
  - b. In the order listed: faculty rank, years in rank, years in the layoff unit, years at the College, and highest in-field degree/credential.
  - c. Job performance, as determined by the two most recent annual evaluations.

#### 12.03 Recall

Should a terminated position be reopened or another position for which a separated faculty member is qualified be created or become vacant and available within twenty-four (24) months of the date of separation because of retrenchment, such position shall be made available to the separated faculty member(s) according to the following procedures:

- a. The College shall determine whether such a position(s) is(are) vacant and available. Such position(s) shall not be open to new faculty members until and unless the procedure specified in Section 12.03.c. below is satisfied.
- b. The College shall provide notice of recall by return receipt, certified letter to the separated faculty member's last known home address. Concurrently, the College shall provide the Association with a list of those faculty members notified of possible recall.
- c. The faculty member shall have thirty (30) calendar days from the date notification is postmarked in which to respond to the recall notice. If written response is not received by the College within that time, or if the faculty member declines the position, the College may commence normal hiring procedures.

Should more than one separated faculty member be qualified for a vacant position, recall shall be implemented using the retrenchment criteria specified in Section 12.02, but in reverse order.

The academic rank, salary, retirement benefits, leave credits, and years of service in the layoff unit to which a recalled faculty member is entitled shall be the same as if there had been no break in service.

#### **12.04 Retrenchment Options**

##### **A. Employment Options**

Should the College foresee the need to retrench faculty positions, the following options shall be available to the faculty members identified for separation and who, in the determination of the College, can acquire in the allowable time the additional education necessary to meet the credentialing requirements for identified and available teaching positions.

1. In those areas where identified teaching positions are vacant and available, the College shall provide the assistance specified in Section 12.04A.1.c. and d. to help the faculty member acquire the additional education necessary to meet the credentialing requirements for such a position. The period covered by this assistance shall be referred to hereafter as the retraining period.
  - a. If approved, the program of additional education must be completed within twenty four (24) months of its mutually agreed upon starting date, at the end of which time the faculty member must be fully qualified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and College credentialing requirements to teach in the new area.
  - b. The program of study must meet the College's program needs and be approved in advance by the Vice President of Academic Affairs of the College. Placement of the faculty member in the vacant teaching position shall be contingent upon successful completion of the program.
  - c. During the retraining period, the College shall offer the faculty member up to a 164-day contract year of professional leave of absence with full salary and benefits to enroll full-time in the approved program of study. The College shall offer the faculty member up to another 164-day contract year of unpaid professional leave to continue full-time enrollment in courses required in the approved program of study.

The College shall continue to pay a portion or all of the faculty member's health insurance premiums during the second year of full-time enrollment defined above. The determination of the length of paid leave, unpaid leave, or paid health insurance premiums offered is at the sole discretion of the College.

- d. If the College determines funds are available, the College shall reimburse the faculty member for the instructional fees of the education program, provided all state and College policies regarding the use of such funds are satisfied. Faculty pursuing an approved retraining program shall be given preference for Staff and Program Development funds.
  - e. Upon successful completion of the approved program of study, the faculty member who is awarded professional leave of absence under this plan will be obligated to return to the College to work as a full-time employee for a post retraining period of four terms, two (2) additional 164-day contract years, immediately following completion of the leave, with the College retaining the right to waive the obligation.
  - f. If a faculty member fails for any reason to fulfill the foregoing obligation to return to work during the entire post retraining period, then he or she shall be obligated to repay the College a pro-rata portion of the total monetary sums and benefits paid to, or on behalf of, the faculty member during the portion of the post retraining period that the faculty member failed to work. The amount to be repaid shall be determined by dividing the number of days that the faculty member failed to work during the post retraining period by the number of days that the faculty member agreed to work, times the total gross compensation including benefits, plus instructional fees, paid to the faculty member during the retraining period. The faculty member's obligation to repay shall commence immediately upon the termination of the faculty member's full-time employment.
  - g. In the event that catastrophic circumstances beyond the control of the faculty member prevent timely completion of the agreed upon program of study, the College shall make a good faith effort to identify a mutually satisfactory solution.
  - h. If a faculty member abandons or does not successfully complete the approved program of study for reasons other than those specified in Section 12.04A.1.g., that faculty member shall not be eligible for recall as described in Section 12.03 of this Agreement.
2. In those cases where the College can determine that a faculty member has the qualifications necessary for employment in a career service position which is vacant and available, and if the faculty member has provided a properly dated letter of resignation from his or her teaching position, the College shall offer the faculty member employment in that career service position on a temporary or career track basis according to the qualifications of the individual and the needs of the College.
    - a. If the College should offer and the faculty member accepts such a position during an academic year, the College shall honor the salary portion of the faculty contract for the remainder of that academic year. Should the position continue after that time, the career service salary schedule shall then apply.
    - b. If the College should offer and the faculty member accepts a career service position, the faculty member will not be eligible for recall as described in Section 12.03 of this Agreement. A faculty member accepting a temporary position at the College,

either through the College's contracted temporary employment agency or as an adjunct instructor, retains such recall rights.

**B. Additional Options**

In the event of retrenchment, nothing in this article shall preclude the negotiation of additional options such as, but not limited to, voluntary early retirement, leave without pay, or severance pay.

## ARTICLE 13

### FRINGE BENEFITS

In order to ensure close communication and cooperation between the College and the Pensacola State College Faculty Association, it is agreed that the President of the Association may appoint two (2) faculty members to serve on the Benefits Committee for each academic year. The appointed faculty members shall have the same committee rights and privileges as the other members of the Committee except the right to vote on all decisions and recommendations. The appointed faculty members shall be notified of scheduled meeting times and locations and shall be provided appropriate materials. It is understood by both parties that no decision or recommendation of the Benefits Committee shall infringe upon the bargaining rights of the Association or the College.

If additional non-salary benefits are offered to all career service, professional, and administrative personnel of the College during the period covered by this Agreement, the College will present those benefits to the faculty on the same terms as for other College employees if approved by the Executive Board of the Association.

#### **13.01 Insurance**

##### A. Health and Major Medical

For each faculty member, the College shall offer to provide and pay the premium(s) for a comprehensive health and major medical plan or an HMO up to the actual premium, or an amount equal to that contributed for Career Service and Administrative employees of the College.

If more than one plan is offered by the College, each faculty member shall have the option of choosing which plan he or she wants, but shall pay any premiums not covered by the College's contribution.

Coverage is effective the first day of the month following the hire date and includes coverage for the full academic year or through the end of the month of the effective resignation date if prior to the end of the academic year. An employee of the College may make a change in his or her coverage by providing a properly processed change in status/life event as defined by the IRS or during established and announced open enrollment periods. Eligibility for employee and dependent coverage shall be defined in the health insurance summary plan description. Open enrollment periods are announced via email to CollegeAll.

##### B. Life Insurance

The College shall provide and pay fully the premium for term life insurance for each faculty member in the amount of \$50,000. A faculty member whose contracted salary is between \$50,000 and \$74,999 may purchase through payroll deduction an additional \$25,000 coverage at the group rate by remitting to the College the cost of same. A faculty whose guaranteed salary is \$75,000 or greater may purchase an additional \$50,000 coverage. From age 65 until age 70 the amount is reduced by 35%. At age 70, the coverage is reduced to 50%, with an additional reduction of 25% at age 75+.

A faculty member may purchase through payroll deduction additional coverage as offered by the insurance carrier by remitting to the College the cost of same.

Explanation of the provisions of the individual's life insurance coverage, including the benefits for accidental death and dismemberment, will be given to each faculty member at least once during each academic year.

#### C. Payroll Deductions

Payroll deductions shall be used, when available, for the payment of any insurance premiums not covered by the College's contribution. When payroll deductions are not available, a faculty member who desires insurance coverage shall make timely premium payments to the College, which shall remit the same to the insurance carrier.

#### D. Dependent Coverage

Each faculty member shall have the option of enrolling eligible dependents in the insurance plans described in this article by paying the premium(s) charged by the carrier(s) for dependent coverage, provided that the terms and conditions of the carrier(s) for enrollment periods and policy requirements are properly met. Payment of the premium(s) shall be according to the provisions of Section 13.01.C of this article.

### **13.02 Fee Waivers**

Faculty members who have been employed full-time by the College for at least 6 months, and their dependents, may be awarded a fee waiver and permitted to enroll in a maximum of twelve credits per semester (Fall, Spring, and Summer) without payment of tuition or student activity, capital improvement, technology, or student financial aid fees. Fee waivers for baccalaureate programs are available for employees but are not available for dependents. Eligible students must meet the admissions requirements set by the College and maintain standards of academic progress. Faculty members are not subject to the maximum attempted credits timeframe in determining eligibility for the waiver. Employees or dependents who do not meet the standards of progress criteria may submit an appeal of their ineligibility via the Cashier's Office to the Vice President of Business Affairs. If the appeal is approved, the employee or dependent may be awarded the fee waiver.

In the event of the death, retirement of a full-time faculty member, as retirement is defined by applicable Florida laws and regulations, or incapacity of a faculty member for health reasons as determined by the President, the provisions set forth in the paragraph above will continue to be in force for a period of five (5) years. This provision shall be effective prospectively from the effective date of this Agreement.

### **13.03 Employee Assistance Program**

The College shall provide an Employee Assistance Program in which one or more consultations for a medical, mental, family, financial, or substance abuse problem shall be provided as long as this program is offered to the College free of charge. In the event that during the term of this Agreement, the provider of the program decides to establish a fee for the consultations, representatives of the Association and of the College shall meet for negotiations on the issue. Notice of availability of this program, including an explanation of services offered, will be provided by the Human Resources department through an email to CollegeAll no less than once during each Fall, Spring, and Summer semester.

### **13.04 Tax Sheltered Annuities**



The College shall make opportunities available through payroll deduction for the purpose of faculty contributions to tax sheltered annuities and retirement savings accounts through a deferred compensation 457b option and/or a ROTH 403b option.

### **13.05 Wellness Program**

The College will provide a comprehensive Wellness Program as a means for employees to become educated about and involved in a health maintenance program that promotes good health and physical fitness. As provided in Section 13.02 of this article, fee waivers may be used for any tuition charged. Faculty members may use up to 90 minutes per week of OPA time for on-campus participation in the Wellness Program.

### **13.06 Retiree Benefits**

Retired faculty members shall be eligible to participate in the insurance plans provided in Section 13.01 and in the Wellness Program provided in Section 13.05.

The choice to participate in any or all of the benefits listed above shall reside with each retired faculty member, provided that a retired faculty member electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the individual according to the method prescribed by the carrier(s).

### **13.07 Benefits for Faculty on Leave of Absence Without Pay**

Faculty members on leave of absence without pay, including parental leave, shall be eligible to participate in the insurance plans provided in Section 13.01, in the Employee Assistance Program provided in Section 13.03, and in the Wellness Program provided in Section 13.05.

The choice to participate in any or all of the benefits listed above shall reside with each faculty member on leave, provided that the faculty member electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the individual according to the method prescribed by the carrier(s). However the College will pay the employee coverage for health and life insurance up to twelve (12) weeks during a leave of absence without pay. It is the responsibility of the faculty member to check with the insurance carriers to determine benefits and options available during an unpaid leave of absence.

Any change in leave of absence policies and procedures due to implementation of the Family Medical Leave Act which results in increased benefits for non-faculty employees shall, by letter of agreement, be offered to faculty members on the same terms.

### **13.08 Optional Phased Retirement Program**

The College may, at its option, provide each faculty member who retires under the rules and provisions of the Florida Retirement System or the Teachers' Retirement System with thirty (30) or more years of creditable service, or at age sixty-two (62) with ten (10) or more years of creditable service, an Optional Phased Retirement Program (OPRP). To be eligible for the OPRP, the faculty member must have ten (10) or more years of creditable service at Pensacola State College. The parties agree to develop jointly written information describing the provisions of the retirement program in this article. The College shall distribute the information to all full-time faculty members. Faculty members considering retirement should consult with the Human Resources Department. Recent actions of the Florida Legislature (such as the DROP program) may impact upon the faculty member's retirement plans.

## A. Eligibility

1. Each faculty member who chooses to participate in the OPRP shall provide the College with written notification of his or her decision no later than January 15 of the contract year as specified in sub-paragraphs a) through d) below. Faculty members who choose to participate will be eligible for the OPRP as follows:
  - a. A five (5) year program if they retire at the end of any contract year prior to the contract year in which they reach their 61st birthday.
  - b. A four (4) year program if they retire at the end of the contract year in which they reach their 61st birthday.
  - c. Three (3), two (2) or one (1) year programs if they retire at the end of the contract year in which they reach their 62nd, 63rd, and 64th birthday, respectively.
  - d. After the contract year in which faculty members reach their 64th birthday, they are not eligible for the OPRP.

Faculty members who decide to participate must provide written notice to the College of such decision by the date specified above or thereafter forfeit the right of participation in the OPRP. The decision to participate in the OPRP is irrevocable. The decision to approve the OPRP option rests solely with the College.

## B. Program Provisions

1. All participants must retire under the rules and provisions of the Florida Retirement System or the Teachers' Retirement System and thereby relinquish all rights to continuing contract status. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules and provisions of the Division of Retirement.
2. Participants will be placed on annual contracts to be renewed each year for the number of years specified in 13.08A.1. The period of reemployment shall not be shortened by the College except under the provisions of Article 17 of this agreement.
3. After a period of no less than a full calendar month following retirement, each participant shall be offered reemployment by the College for a total work load of the equivalent of one regular semester per academic year at a salary proportional to his or her basic contract (nine-month) salary at retirement. Instructional faculty assignments shall equate to a standard load (approximately 900 points) and shall include ten (10) office hours per week. Total work load for instructional faculty shall not exceed 35 hours per week. The work load assignment for Library and Counseling faculty shall be 35 hours per week. The assignment shall be scheduled within one semester unless the College and the participant mutually agree to schedule the assignment of workload and office hours across the two regular semesters. A participant's scheduling request will be honored whenever feasible. No assignments shall be scheduled within the summer term. Departmental administrators will at all times be amenable to requests from participants for such information as the administrator has at the time concerning scheduling and assignments. Participants are encouraged to submit suggestions and recommendations as to scheduling and assignments which directly affect them and each

will have an opportunity to review the proposed schedule with his or her immediate supervisor. Final decisions on scheduling will be made by the College.

4. Since the mission of the College is to offer quality educational programs and the highest quality of instruction, the College shall deny any application for phased retirement if, in the sole opinion of the College, granting it would negatively affect its mission, the accreditation or viability of programs, the availability or quality of course offerings in academic discipline areas, and/or not be in the financial interest of the College.
5. Upon reemployment, each participant shall accrue sick leave at a rate directly proportional to the percent of time employed. A participant will not be reimbursed for unused sick leave at the termination of his or her post-retirement reemployment period.
6. A participant may decline an offer of reemployment or request a reduced load with at least sixty (60) days written notification prior to the starting date of the next academic year. Such a decision shall not extend the period of reemployment beyond the period described above. At the conclusion of the reemployment period, the College may, at its option, continue to reemploy participants in this program on a term-by-term basis.
7. Participants retain all rights, privileges and benefits of employment as provided in Florida Statutes and College policies and may participate in all benefits programs for which they are otherwise eligible as part-time employees and retirees.
8. Payroll deductions, if applicable, shall be continued for a program participant during each reemployment period.
9. Nothing shall prevent the College or the participant, consistent with law and rule, from supplementing the participant's employment with contracts and grants. In accordance with Florida Statute, the participant may be employed for no more than 780 hours during the first twelve (12) months of retirement.
10. Participants will be subject to student and administrative evaluations in the same manner as adjunct faculty members.
11. As retirees, participants shall be eligible for cost-of-living increases in their retirement pay as provided by the State of Florida. As contract employees, participants will not be eligible for salary increases.

## ARTICLE 14

### LEAVES

#### **14.01 Leaves of Absence – Definition**

A leave of absence with or without pay is authorization for a faculty member to be absent from his or her duties for a specific period of time without prejudice. Unless otherwise provided by law, the granting of leave shall be at the discretion of the College.

Leave with or without pay shall be requested and considered in accordance with the provisions of this Agreement and otherwise in accordance with Federal regulations, including the Family Medical Leave Act and with applicable Florida Statutes, State regulations, and Board rules in effect at the time. Board rules concerning leave which are not in conflict with this Agreement shall remain in effect during its term, and shall be followed in all cases not covered by this Agreement, and the College will not change such rules during the term of this Agreement. Any change in leave of absence policies and procedures due to implementation of the Family Medical Leave Act which results in increased benefits for non-faculty employees shall, by letter of agreement, be offered to faculty members on the same terms.

#### **14.02 Sick Leave**

##### A. Earning of Sick Leave

Each full-time faculty member shall earn one (1) day of sick leave with compensation for each calendar month of service or major fraction of a calendar month of service not to exceed twelve (12) days for each fiscal year. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida state college, the Florida Department of Education, the State University System, a Florida district school board, or a state agency, provided that at least one-half of the sick leave accumulated at any time must have been established during employment at Pensacola State College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he or she procures from the former employer and furnishes in writing to the President of the College certification of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his or her employment at Pensacola State College at the beginning of the next regular term following the termination of his or her employment with the employer from whom the sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

##### B. Leave Information

The College will apprise faculty members of accrued sick leave hours by way of the Pirate Net link to employee access to payroll/HR data. The College will furnish explanatory information at any time upon request, allowing a reasonable amount of time for response.

##### C. Use of Sick Leave

Sick leave shall be authorized to a faculty member only for the following medical reasons:

1. The faculty member is unable to perform his or her duties at the College on account of personal sickness, pregnancy, accident disability (to the extent not covered by worker's

compensation disability payments), extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the faculty member's own household.

2. The faculty member has to miss work, although not ill or disabled, because of a necessary personal appointment, for himself or herself or his or her minor dependents, with a doctor, dentist, or other recognized medical practitioner, when the appointment cannot be scheduled during non-duty time.

#### D. Claim Must Be Filed

Any faculty member who finds it necessary to be absent from his or her duties because of medical reasons, as defined in Section 14.02.C, shall notify the appropriate administrator if possible before the opening of the College on the day on which the faculty member must be absent or during the day if the notification does not interfere with the operation of the faculty member's class schedule. Sick leave shall be reported for every scheduled hour for which a faculty member is absent because of illness, as defined herein above. Any faculty member shall, before claiming or receiving compensation for the time absent because of sick leave as prescribed herein, submit a leave request in the online time sheet system which shall set forth the day or days absent, that such absence was necessary, the reason for the absence, and that he or she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or designee may, as a matter of discretion, require a certificate of illness from a licensed physician in cases where illness is stated as a reason for absence, as a condition precedent to payment of compensation or granting of leave. Such discretion shall not be exercised in a capricious and arbitrary manner.

#### E. Compensation

Any faculty member having sufficient unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave provided that no compensation may be allowed beyond that provided herein. Sick leave shall be deducted at the rate of 35 hours per scheduled work week absent. Sick leave shall be deducted on the basis of actual time the faculty member is absent (to the nearest quarter hour) for an absence of less than a full scheduled work week. Any faculty member reporting sick leave from all scheduled classes during a day shall deduct as sick leave the total number of hours scheduled for that day as a part of the thirty-five hour work week included on the faculty member's approved door schedule unless otherwise agreed upon by the faculty member's immediate supervisor. A faculty member shall not report absence from overload hours as sick leave.

#### F. Terminal Pay for Accumulated Sick Leave

In order to encourage and reward faculty members who exercise care in the maintenance of their personal health and job attendance, the College agrees to pay the faculty member upon retirement or termination, a portion of his or her unused sick leave credit.

Also, in the event of the faculty member's death, the College agrees to pay to the faculty member's estate terminal pay to the maximum extent allowed by state law.

Except as provided in the death benefit terminal pay above, such terminal pay shall be an amount determined as follows:

1. after the first five (5) years of service, the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated leave;

2. after the eighth (8th) year of service, the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave;
3. after the ninth (9th) year of service, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave;
4. after the fourteenth (14th) year of service, the daily rate of pay multiplied by fifty-two and a half (52.5%) percent times the number of days of accumulated sick leave;
5. after the nineteenth (19th) year of service, the daily rate of pay multiplied by fifty-five (55%) percent times the number of days of accumulated sick leave; and
6. after the twenty-fourth (24<sup>th</sup>) year of service, the daily rate of pay multiplied by fifty-seven and a half percent (57.5%) times the number of days of accumulated sick leave.

Terminal pay for unused sick leave will apply only to accumulated sick leave earned as an employee of Pensacola State College or to accumulated sick leave properly transferred according to the provisions of this article from another Florida state college, the Florida Department of Education, the State University System, a Florida district school board, or a state agency.

A year of service shall be defined as a year of employment at Pensacola State College and other agencies from which sick leave may be transferred according to Florida Statute 1012.865. Years of employment at these agencies shall not be considered for length of service if the faculty member has received terminal pay benefits based on unused sick leave.

If a faculty member receives terminal pay benefits based on unused sick leave credit, all unused sick leave credit shall become invalid; however, if a faculty member terminates his or her employment without receiving terminal pay benefits and is reemployed, his or her sick leave credit shall be reinstated.

#### G. Physical Examination

The College shall have the authority, at its expense, to request a physical or psychological examination for any faculty member whose work-related duties, in the best judgment of his or her immediate supervisor, are adversely affected by physical or mental health and medical factors. Should the faculty member have a physical or psychological examination at the College's expense, he or she shall give prior consent to have the results supplied to the College. The College shall maintain the confidentiality of the examination results and shall use them only to suggest further medical assistance or treatment should such assistance or treatment be warranted unless the exam shows that the faculty member is not physically or mentally able to perform his or her regularly assigned work. Selection of a physician for the physical and/or psychological examination shall remain with the faculty member. The College, in its discretion and at its expense, shall have the right to arrange a second physical and/or psychological examination by another physician of its choice.

### **14.03 Illness-in-Line-of-Duty Leave**

Full-time faculty members shall receive leave with pay, in addition to sick leave, not to exceed twelve (12) days per event, including paid holidays, in one calendar year, when absent for illness or injury contracted due to the performance of duty. Notification and claim for compensation and payment shall be as in Section 1012.865, Florida Statutes, and shall be filed

by the end of the pay period in which such absence occurred, or within seven (7) days or as soon as practicable in the case of incapacity, with exceptions to be determined by Human Resources. Total compensation paid, including paid leave under this section and workers' compensation under Chapter 440, Florida Statutes, shall not exceed the faculty member's normal rate of compensation.

#### **14.04 Personal Leave**

A full-time faculty member is permitted to be absent for four (4) assigned working days during the term of his or her contract for a given academic year for personal reasons. The faculty member shall not be required to give reasons for such leave except that the leave is for personal reasons. When possible, faculty members shall make advanced application for personal leave. When advanced application is not possible, the faculty member shall notify the College as soon as possible as to why he or she was unable to make advanced application. All personal leave will be paid leave and shall be charged against the faculty member's accumulated sick leave.

#### **14.05 Court-Related Service**

When on jury duty, or when subpoenaed as a witness when not a principal in the litigation, full-time faculty members shall receive court-related leave with pay, shall retain any fees earned, and shall not be paid by the College for meals, lodging, or travel. When a principal in personal litigation, or when voluntarily participating in litigation in which he or she is not a principal, the faculty member shall not receive court-related leave. When involved in litigation in behalf of the College or due to action in line of duty as a College employee, the faculty member shall be considered on duty and shall turn over to the College any fees received from the court.

To be entitled to leave under this section, the faculty member must file a request therefore, with as much prior notice as he or she can reasonably give, with his or her immediate supervisor, together with a copy of the summons or subpoena.

Prior to receiving compensation under this section, the faculty member must submit his or her official receipt of payment from the court to his or her immediate supervisor for attachment to his or her biweekly leave and time report.

Whenever a faculty member is summoned or subpoenaed to report for jury duty and is excused for the day or is released after reporting and during duty hours during that day he or she shall immediately report same by telephone to his or her immediate supervisor (or in his or her absence to the next higher supervisor, and so on) and shall report to work if requested to do so.

Whenever a faculty member is subpoenaed to appear as a witness, it shall be his or her obligation to inquire of the subpoenaing attorney (as soon after receiving the subpoena as is reasonably possible and continuing at reasonable times) as to when he or she will actually be required to appear, and to make such arrangements as can be made to minimize his or her absence with his or her immediate supervisor (or to the next higher supervisor, and so on). On any occasion when the faculty member is excused from appearing or is released after reporting and during working hours, he or she will so notify the appropriate supervisor and report for work if requested to do so.

#### **14.06 Professional Leave**

The granting of professional leave lies within the discretion of the Board of Trustees, upon the recommendation of the President. It is, however, agreed that professional leave is granted both for the professional benefit or advancement of the faculty member and for the benefit of the

College. It is understood that the granting of professional leave on a paid basis is a function of funds available. Also, professional leave on an unpaid basis may be requested.

#### **14.07 Sabbatical Leave**

The purpose of the sabbatical leave is for the professional benefit or advancement of a faculty member and consequently for the benefit of the College.

##### **A. Sabbatical Leave Committee**

The Sabbatical Leave Committee shall consist of seven (7) members, three (3) members from the full-time faculty, and four (4) members from the academic administrative staff, one of whom shall be designated as the Chair. The President of the Faculty Association and the Vice President of Academic Affairs shall consult to select the seven (7) committee members. These members shall be appointed by the Vice President and shall be representative of the district. The Chair of the Committee shall vote only to break a tie.

The function of this Committee will be to submit annually on or before the 15th day of February to the College President a ranking of faculty members who have submitted applications for sabbatical leaves with the number one to reflect the Committee's first choice, and so on through the list of applicants. For this purpose, the faculty members applying for sabbaticals are to furnish the Committee with copies of their applications. In addition, the Committee will annually issue a report explaining the method and criteria it used in making its rankings.

##### **B. Eligibility for Sabbatical Leave**

A faculty member with continuing contract will be eligible for a sabbatical leave after completing seven (7) full academic years of full-time service as a faculty member at the College. If a faculty member began employment at the College in the Spring semester of an academic year, the faculty member is eligible to apply for sabbatical leave for a time period following the completion of fourteen (14) full semesters of service (Spring semester of the 8<sup>th</sup> academic year of service at the earliest).

Faculty members receiving leave under this provision shall be eligible for additional sabbatical leaves after completing six (6) additional academic calendar years of full-time service at the College following the year in which the sabbatical was taken.

##### **C. Length of Leave**

An eligible faculty member may apply for a semester, a half-year or a full-year leave. A half-year sabbatical consists of one regular semester (Fall or Spring) and the guaranteed summer assignment; a full-year sabbatical consists of Fall and Spring semester of the academic year and the guaranteed summer assignment. The faculty member must specify which semesters are being requested. For half-year sabbaticals, the semesters must be consecutive.

Compensation for a full-year sabbatical leave shall be one-half of guaranteed salary payment for the year (Fall, Spring, and the guaranteed summer assignment).

Compensation for a half-year sabbatical leave shall be the full pay for one regular semester (Fall or Spring) and the full pay for the guaranteed summer assignment. Compensation for a semester sabbatical leave shall be the full pay for one regular semester (Fall or Spring).



#### D. Application for Sabbatical

The application form for sabbatical leave is in Appendix V. It must be submitted to the Office of the Vice President of Academic Affairs on or before the 10th day of January. Application for sabbatical leave for a time period following completion of required service may take place during the final year of that required service.

To be considered for funding, an application must be awarded a rating of greater than 50% in the evaluation process. Categories to be evaluated include: benefits to students, the department and the college; upgrading of personal or professional development; contributions to the College and/or the community; and comprehensiveness of the sabbatical proposal.

Approval of pursuit of a degrees or coursework contained within the sabbatical application does not imply approval for the Educational Achievement Incentive Pay.

#### E. Acceptance of Sabbatical

Faculty members awarded a sabbatical leave must sign a contract for the period of the leave. This contract will specify that the faculty member agrees to serve an additional two years at the College immediately following the completion of the sabbatical or to repay the College all salary and benefits costs incurred during the sabbatical period on a pro-rated basis.

#### F. Benefits and Sick Leave While on Sabbatical Leave

Benefits, as provided in Article 13, while on leave shall be the same as if on active duty. Sick leave is not accrued during a sabbatical leave.

#### G. Number of Sabbatical Leaves

The College shall annually award a number of sabbatical leaves dependent upon the number of satisfactory applications, as determined by the sabbatical committee in compliance with Section 14.07 D and not to exceed 3.5% of the total number of budgeted full-time faculty positions. The College may, at its discretion, grant additional sabbatical leaves for the purpose of faculty retraining.

#### H. Award Dates for Sabbaticals

In the event that two or more faculty members from the same department are awarded concurrent sabbaticals, the Vice President of Academic Affairs may require that sabbaticals be rescheduled in such a way that only one faculty member at a time from a department is absent from teaching assignments. The rescheduling will be done in consultation with the immediate supervisor and the faculty members involved. If consensus on the rescheduling cannot be met otherwise, assignments will be made based on a full-year sabbatical taking preference. If none of the affected sabbaticals is year-long or if two of the affected sabbaticals are year-long, then the decision will be make based on the higher rating by the sabbatical committee. A sabbatical will not be rescheduled into a future award year.

#### I. Sabbatical Report

Not later than thirty (30) days upon completion of the sabbatical, a faculty member is required to submit to the Vice President of Academic Affairs a final sabbatical report detailing the accomplishments/activities completed during the sabbatical. With the written approval of the Vice President of Academic Affairs an interim report may be submitted within thirty (30) days, and a final report shall be submitted by an agreed upon date.

The purpose of the sabbatical leave may not be changed from the purpose stated in the application without the written permission of the Vice President of Academic Affairs.

#### **14.08 Military Leave**

Leave shall be granted to full-time faculty members who are ordered to: (1) Federal active or inactive duty training due to membership in military reserves, including the National Guard. The first seventeen (17) days of such leave per year shall be with pay. Leave beyond the seventeen (17) days shall be without pay. (2) State active duty due to membership in the Florida National Guard. Such leave not exceeding seventeen (17) days at any one time shall be with pay. Leave beyond the seventeen (17) days at any one time shall be without pay. Leave granted to full-time faculty members for extended active military duty shall be according to Sections 115.14 and 295.09, Florida Statutes.

#### **14.09 Parental Leave**

The College and the Association support the concept of parental leave as an important element of child rearing. To achieve this end, the two parties agree to the following policy of parental leave.

A faculty member may request and shall be granted leave of absence without pay for the purpose of rearing a newborn or newly-adopted child according to the following guidelines:

- a. Except in the case of emergency as determined by the President, the faculty member shall notify his or her immediate supervisor in writing at least sixty (60) days prior to the starting date of the leave.
- b. Leave without pay shall be granted on an academic term basis for up to one full academic year.
- c. Except in the case of emergency as determined by the President, any request for extension of leave beyond the period granted shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested extension.
- d. The faculty member shall notify his or her immediate supervisor in writing of his or her intent to return to active employment no less than thirty (30) days prior to the end of the period for which leave had been granted. The immediate supervisor shall then assign the faculty member to his or her former position or to a substantially similar position for which the employee is fully qualified.
- e. Prior to the commencement of parental leave, the faculty member may use any portion of accrued sick leave in accordance with the provisions of Section 14.02C. of this Article. While on parental leave, a faculty member shall be entitled to benefits as provided in Section 13.07 of this Agreement.
- f. Granting of parental leave shall result in no diminution of rank, salary, or continuing contract status of those faculty members on continuing contract.

#### **14.10 Leave Without Pay**

A faculty member who finds it necessary to be absent for the period of time up to twelve (12) weeks may apply to his or her immediate supervisor for leave without pay for the period of time required. Request forms, available from the Human Resources Department, must be used when requesting this leave. Leave without pay for a period of time up to twelve (12) weeks must be approved by the President or his designee, and reported to the Board of Trustees.

Leave without pay for a period of time in excess of twelve (12) weeks may be granted by the President or his designee with approval of the Board of Trustees. This original leave shall not under any circumstances be authorized for more than one year except for military leave. Leave may be renewed, but not automatically. A request for such renewal of leave shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested renewal.

A faculty member incapacitated because of physical or mental illness may with approval of the President be placed on leave without pay until such time as the faculty member is medically able to return to work. Before placing an employee on a mandatory leave of absence, the College shall obtain a certificate from a physician stating that such employee is not physically or mentally able to perform his or her regularly assigned work at the College. If an employee is unable to work because of a "serious health condition" according to the FMLA, and is in an unpaid leave status for a period of time in excess of twelve (12) weeks, the leave status will be considered to be unpaid FMLA leave for the first twelve (12) weeks and the time beyond twelve (12) weeks will be considered a separate leave without pay period. If an employee continues to be incapacitated for a period of time in excess of twelve (12) weeks, the Board may terminate such employee's employment with the College.

Nothing in this section shall be construed to abrogate the provisions of the Board of Trustees' policy 6Hx20-4.019.

#### **14.11 Absence Without Leave**

- a. Any faculty member employed by the College who is willfully absent from duty without leave shall forfeit compensation for the time of absence and shall be subject to dismissal or cancellation of contract by the Board. Absence of three consecutive days without authorized leave shall constitute termination of employment from the College.
- b. Notwithstanding paragraph (a) above, if the faculty member's absence is for reasons beyond the faculty member's control and the faculty member notifies the College as soon as is practicable, the faculty member will not be considered to have abandoned the position.

## ARTICLE 15

### SALARIES

The parties are committed to the fair and rational allocation of unrestricted funds to a faculty salary structure based upon the principles of equity, consistency, and the rewarding of professional excellence.

#### 15.01 Base Salary

##### A. Basic Contract Length

###### 1. Instructional Faculty and Library Faculty

The basic contract length shall be 164 duty days. The 164 duty days of the basic contract shall consist of the scheduled duty days of Fall and Spring semesters.

###### 2. Counseling Faculty

The basic contract length shall be 164 duty days which shall be scheduled during a calendar year beginning on August 1 and ending on July 31 annually. The specific days of employment for each faculty member shall be determined in a fair and timely manner by the appropriate immediate supervisor in consultation with the faculty member.

###### 3. Extended Contract Faculty

Contract length for extended contract faculty shall be 164 duty days plus 420 clock hours between the end of Spring semester and the beginning of Fall semester. The total number of duty days for the year shall not exceed 224 days. Workload and schedules shall be in accordance with Article 9.04D.

###### 4. Extended Contract Teaching Faculty

The schedule will include 164 duty days during Fall and Spring semesters. Between the end of Spring semester and the beginning of Fall semester the schedule will include 180 classroom contact hours and an additional 120 hours scheduled at times convenient to students and approved by the immediate supervisor.

###### 5. Lecturers

The schedule will include 164 duty days during Fall and Spring semesters.

###### 6. Full-Time Status

###### a. Retirement Credit

Those faculty members who choose to work only the basic contract length shall receive a full year of retirement credit.

###### b. Sick Leave

Sick leave is earned and used as specified in Article 14 except during the guaranteed summer assignment. Sick leave is not earned during the guaranteed

summer assignment; however, unused sick leave balances may be used as specified in Section 14.02.C.

c. Summer Status

Full-time faculty members who work during the summer remain members of the bargaining unit with continued protection afforded by the Collective Bargaining Agreement to include rights, privileges and benefits of a full-time faculty member (with the exception of sick leave accrual during the summer assignment).

B. Guaranteed Summer Assignment

Faculty members, excluding those on extended contract, those whose contracts have not been renewed, and lecturers, shall be guaranteed a summer assignment in addition to the basic contract.

1. Instructional Faculty

- a. For instructional faculty other than Collegiate High School faculty, the guaranteed summer assignment shall be defined as ninety (90) classroom contact hours and eighteen (18) office hours. For Collegiate High School faculty, the guaranteed summer assignment shall be defined as eighty (80) classroom contact hours and eighteen (18) office hours. Office hours will be scheduled two or more days per week at a time convenient to students and subject to the approval of the immediate supervisor. Office hours will be reduced proportionately for faculty members teaching fewer than the guaranteed summer assignment. The guaranteed assignment shall be worked during the Summer semester as determined by the appropriate immediate supervisor in consultation with the faculty member. The determination of the guaranteed summer assignment shall be done in a fair and timely manner as outlined in Section 6.10.B.2.

The number of days per week the faculty member is required to work shall be determined by the scheduled class days of his or her teaching assignment.

Lecturers are not guaranteed a summer assignment. However, when a summer assignment is offered to a lecturer, the hourly rate will be consistent with the hourly rates shown in the table in section 15.02.D. The number of hours in the summer assignment will be determined by the College.

- b. Instructional faculty may be contracted for summer hours in addition to the guaranteed assignment if needed and approved by the College (see Section 6.10).
- c. The compensation for the guaranteed summer assignment shall be at the overload rate as specified in Section 15.02.C of this agreement. Compensation for hours worked beyond the guaranteed summer assignment shall be at the overload rate specified in Section 15.02.C. Summer semester assignments consisting of fewer than 90 contact hours, or 80 contact hours for Collegiate High faculty, and 18 office hours will be paid at a prorated rate.

2. Library Faculty and Counseling Faculty

- a. For library faculty and counseling faculty, the guaranteed summer assignment shall consist of 120 clock hours to be worked during Summer semester. The specific

hours of employment for each library faculty member and counseling faculty member shall be determined in a fair and timely manner by the appropriate supervisor in consultation with the faculty member.

- b. Library faculty and counseling faculty may be contracted for summer hours in addition to the guaranteed hours if needed and approved by the College.
- c. The compensation for the guaranteed summer assignments shall be as specified in Section 15.02.D of this Agreement. Compensation for hours worked beyond the guaranteed summer assignment shall be at the overload rate specified in Section 15.02.C.

C. 2015 – 2018 Salaries

The salary for each contract year for basic contract faculty is defined as the salary for the basic 164-day contract and the guaranteed summer assignment (exclusive of special contracts and overloads) and the recurring increase for those faculty members receiving promotions for that year, as specified in Section 15.04.

D. Current Faculty - Basic Contract Length

In the 2015-2016 contract year, faculty members shall receive a non-recurring amount of \$750 to be dispersed on the first paycheck following the signing of the Certificate of Ratification of this Collective Bargaining Agreement.

In the 2016-2017 contract year, faculty members shall receive a recurring base increase of 2% to their 164-day contract effective the first day of the 2016-2017 contract year.

In the 2017-2018 contract year, faculty members shall receive a recurring base increase of 2% to their 164-day contract effective the first day of the 2017-2018 contract year.

1. Placement

a. New Faculty - Basic Contract Length

Faculty members hired with less than three years of related experience shall be placed on the salary schedule as follows:

Degree Classification	164 Day Base
Bachelor's or less	\$32,251
Master's	\$34,828
Master's Plus	\$36,482
Doctorate	\$39,385

All degree classification levels add the appropriate dollars for years of credited experience to the annual salary figures above to determine entry salary.

Related Experience	Amount Added
3	\$ 600
4	\$1,200
5	\$1,800

6	\$2,400
7	\$3,000
8	\$3,600
9	\$4,200
10	\$4,800
11	\$5,400
12	\$6,000

b. New Faculty - Extended Contract Length

The initial placement on the salary schedule for faculty members working under the extended contract shall be determined in accordance with Article 15.01D.1.a. plus one additional guaranteed summer salary plus \$3,000. (The salary of faculty members working under the extended contract shall be the amount specified for 164-day contract plus the amount for two (2) summer assignments plus \$3,000.) The salary will be annualized and paid over the full contract year. The guaranteed summer salary in the contracted salary will be based upon the primary teaching responsibility of the faculty position during the academic year as designated at the time of hire. If a faculty member's primary teaching responsibility changes, the guaranteed summer salary shall be changed effective in the next academic year to reflect the program of primary teaching duty. A change in primary teaching duty shall become official following approval by the Vice President of Academic Affairs.

2. All new faculty members without an earned Doctorate shall be appointed at the rank of Instructor unless the President or designee determines that a higher rank is appropriate. Notification of such determination will be made to the President of the Faculty Association. Those with a Doctorate shall be appointed at the rank of Assistant Professor.

**15.02 Additional Faculty Employment (when not part of the faculty member's standard load)**

A. Non-credit Continuing Education

A faculty member teaching lifelong learning, continuing workforce education, or recreation and leisure courses shall be paid at the rate of compensation set for those courses.

B. Independent or Directed Study

Payment for independent or directed study courses is calculated by the following formula using the appropriate rate from the table in Section 15.02C:

hourly rate x 1.5 x number of credits x number of officially enrolled students.

C. Hourly Rates for Overload Employment

For the 2015 – 2016 academic year any faculty member carrying an overload, independent or directed study course, or substitution in accordance with Article 9 shall be paid according to the following hourly rates:

College Credit and Developmental Education	\$35.00
Vocational Credit, Adult Education, Collegiate High School,	\$32.00

Library Faculty, and Counseling Faculty

Academy of Music Non-Credit

\$27.00

D. Guaranteed Summer

	College Credit and Developmental Education	Vocational Education, Adult Education, Collegiate High School, Library, and Counseling faculty
Instructional faculty 90 contact hours + 18 office hours = 108 total hours	\$3780 (\$35 per hour)	\$3456 (\$32 per hour)
Collegiate High School faculty 80 contact hours + 18 office hours = 98 total hours		\$3136 (\$32 per hour)
Library and Counseling faculty 120 contact hours		\$3840 (\$32 per hour)

E. Prior Learning Assessment

Faculty members serving as evaluators for prior learning assessment shall be compensated at the rate of \$25 per course evaluation request completed.

F. Compensation for Work for Hire

All compensation to a faculty member by the College for a work for hire will be defined in an Intellectual Property Agreement (Appendix P) that has been completed and signed by the faculty member and the administration. The terms of the production of the work, and the compensation, are defined in 6.06 B of the CBA.

**15.03 Educational Achievement Incentive**

In order to be eligible for educational incentive pay, a faculty member must receive pre-approval for his or her program of study from the Vice President of Academic Affairs. Application for approval of courses or a degree program will be made using Appendix K-1. If approval is not granted, the faculty member may appeal to the President of the College. Pre-approval may include appropriate graduate coursework completed prior to employment at the College. All coursework must be taken at a regionally accredited institution. Upon completion of the approved program, the faculty member shall submit a completed Faculty Educational Achievement Application (see Appendix K-2) and official certification by the institution conferring the degree or credit to the Vice President of Academic Affairs, who will verify it and transmit it to Human Resources.

Upon processing, the faculty member shall advance in degree classification level and shall receive a recurring pay increase added to the 164-day base salary according to the following schedule. Educational requirements for pay level categories are defined in Appendix L.



From less than a Bachelor's to Bachelor's adds	\$3,000
From Bachelor's to Master's adds	\$3,500
From Master's to Master's plus 18 adds	\$1,750
From Master's plus 18 to Master's plus 30 adds	\$1750
From Master's to Master's Plus 30 adds	\$3,500
From Master's to Doctorate adds	\$7,000
From Master's Plus 30 to Doctorate adds	\$3,500

The salary adjustment, once approved by the Vice President, will begin on a pro rata basis from the date of the receipt of the completed application, including documentation of completed courses or degree, in the Vice President of Academic Affairs' office; however, there will be no change in the deductions for any Association dues until the beginning of the next succeeding academic year.

Once officially approved by the College, the rank and degree classification level of a faculty member shall not be reduced to a lower level.

#### **15.04 Salary Adjustments Resulting from Promotion**

Faculty promotion at Pensacola State College is awarded in recognition of demonstrated commitment to College values and effectiveness related to student learning or other duties. The professional growth of a faculty member evolves as his or her years of teaching and professional experience increase. The promotion system recognizes that evolution by setting different expectations for each rank. In addition, progression in rank distinguishes faculty members who meet increasingly broader standards of contribution to College values, especially those related to teaching and learning.

Effective with the promotions granted in the 2015-2016 academic year and taking effect in the Fall 2016, the recurring adjustment to the 164-day base contract shall be 4% to the base for every progression in rank.

#### **15.05 Educational Research Awards**

Full-time faculty members may apply for educational research grants offered by the Office of the Vice President of Academic Affairs. No later than mid-term of spring semester for projects to be completed the next academic year, the faculty member will develop a prospectus, which must be submitted to the Vice President of Academic Affairs along with the application as shown in Appendix B. Research projects involving students must be approved by the College's Institutional Review Board prior to submission to the Research Council. The Research Council shall consist of three faculty members recommended by the Faculty Association and three individuals appointed by the Vice President of Academic Affairs. The council will make recommendations to the Vice President of Academic Affairs for final action. Through the council, faculty members will be offered peer and staff support in at least the areas listed below:

1. Topic selection (a set of suggested topics also will be available);
2. Literature review;
3. Prospectus writing;

4. Data collection, including instrument design;
5. Statistical analysis;
6. Report writing (style, format, etc.); and
7. Action research.

In addition to the prospectus, the council will review the draft and the final project report. A faculty or staff member will be appointed to work with each researcher as a mentor and facilitator. The Vice President of Academic Affairs will sign off on each completed project.

As a teaching college, Pensacola State College values projects that focus on improving classroom instruction and student learning. Each faculty member who successfully completes an approved research project will receive a one-time award of \$1,500.

## **15.06 Salary Checks**

### **A. 164-Day Basic Contract - Instructional Faculty and Library Faculty**

Faculty members shall be paid on a bi-weekly basis according to the negotiated pay dates of the appropriate academic calendar. Faculty members who select the 26 pay date schedule must enroll during the open enrollment period of March. Once enrolled, the faculty member must remain on the schedule until choosing to return to the 19 pay date schedule during a future enrollment period. The change in pay date schedule will become effective the following contract year.

Faculty members who elect the 26 pay date schedule shall have their 164-day basic contract divided into 26 (or 27 depending on the number of pay dates in the fiscal year) equal amounts and shall be paid that amount bi-weekly. However, after the last regularly scheduled pay date in June, the faculty member shall receive the remaining biweekly paychecks so that all checks that are due to the faculty member have been issued prior to July 1.

### **B. 164-Day Basic Contract - Counseling Faculty**

Counseling faculty shall be paid on a bi-weekly basis in equal installments over the contract year. The 164-day basic contract is worked over the entire contract year with at least one duty day scheduled per pay period.

### **C. Extended Contract Faculty**

Extended contract faculty shall be paid on a bi-weekly basis in equal installments over the contract year. The extended contract is worked over the entire contract year with at least one duty day scheduled per pay period.

### **D. Payment for Overloads**

Except as noted below, course overloads extending over the full length of the fall or spring semester shall be paid on a biweekly basis commencing not later than the third pay period of the semester. Fall or Spring semester overloads of shorter duration shall be paid in a lump sum at the completion of the overload. Course overloads during the summer semester shall be paid beginning with the second pay period with payments distributed over the remaining pay periods of the session of the semester. Payment on this schedule is dependent upon processing of the necessary paperwork.

Overloads for independent study, and continuing education courses shall be paid in a lump sum at the completion of the overload.

E. Guaranteed Summer Assignment

Compensation for the guaranteed summer assignment shall be paid according to the negotiated pay dates of the appropriate academic calendar. The contracted amount shall be paid for hours worked as documented on approved time sheets over the length of the work period as specified in the faculty member's individual contract.

In all cases, before a salary check is issued, all appropriate contracts and time sheets must have been processed according to College procedure.

F. Adjustments

For payroll purposes, a basic contract faculty member's daily rate of pay will be calculated by dividing the Fall and Spring semesters' salary by 164 days. Extended contract faculty's daily rate of pay will be calculated by dividing the annual salary by 224 days. However, in order to avoid fluctuations in salary during holiday and break periods, the total salary will be paid in equal bi-weekly installments as stipulated in Sections 15.04A and B. In the event a faculty member resigns during the term of the 164-day basic contract, the final paycheck will be adjusted to compensate the faculty member for the total number of duty days actually worked.

G. Corrections

Minor incorrect payments shall usually be adjusted on the next bi-weekly paycheck following the error; however, special checks may be issued within three (3) working days to prevent financial hardships.

## **ARTICLE 16**

### **CALENDAR**

The PSCFA shall appoint two (2) members to the academic calendar committee. By October 1 of each year, the College shall prepare a draft calendar which specifies instructional faculty duty days and holidays for the next academic year and which may be used to determine the specific duty days for counseling and librarian faculty members. The College and the Association shall review the draft calendar and mutually agree upon its final version. The College will send the draft calendar to the PSCFA for input by October 1. Final decisions on the calendar will be made by the College if mutual agreement is not reached by January 15. This calendar shall be appended to this Agreement. (See Appendix M.)

The calendar for counseling faculty members will begin on August 1 and terminate on July 31 annually; the specific duty days for each counseling and library faculty member will be determined in a timely manner by the appropriate immediate supervisor in consultation with the faculty member.

## ARTICLE 17

### HUMAN RESOURCES ISSUES

#### 17.01 Appointment

##### A. Faculty Appointments and Status

The choice of persons for initial appointments as faculty members, type of appointment, continuation of appointment, and the granting of continuing contract status (see SBE rule 6A-14.0411) shall be governed by the appropriate rules of the State Board of Education.

##### B. Selection of New Faculty

1. When consideration is being given to hiring new full-time tenure-track faculty members, the College does hereby invite, to the extent feasible, input from current faculty members through formation of appropriate departmental Screening and Search Committees. Screening and Search Committee recommendations will be given reasonable consideration when final decisions regarding employment are made. Final decisions regarding employment rest entirely with the College.
2. When consideration is being given to hiring new full-time lecturers, at least one faculty member shall be invited to serve on the Screening and Search Committee. However, in the case of emergency circumstances the College will appoint lecturers to full-time, temporary positions until the position can be advertised and filled through the standard process.
3. Faculty members shall, with their consent, serve on departmental Screening and Search Committees.

##### C. Continuing Contract

1. Each full-time faculty member to whom a continuing contract has been issued shall be entitled to continue in a position in the College at the salary schedule mutually agreed to by the College and the Association in accordance with SBE Rule 6A-14.0411.
2. A tenured faculty member who accepts an administrative appointment beginning on or after July 1, 2015 shall retain the right to return to the faculty position through June 30 following five (5) full years on the administrative appointment or voluntarily resign his or her continuing contract.
3. Compensation for any tenured faculty member who returns to the faculty position under 17.01.C.2 will be the same as if the faculty member had not accepted an administrative position.

##### D. Involuntary Changes

Any involuntary change in a faculty member's status shall be made only for just cause and in accordance with the provisions of this Collective Bargaining Agreement and State Board of Education Rules for operation of the Florida College System.

##### E. Transfers

All tenure-track faculty position openings shall be announced internally. Additional vacancies within six (6) months of the initial review date of a previously posted position may be filled using the previous applicant pool without additional announcement or advertisement. Any qualified tenure-track faculty member desiring consideration for transfer to an announced open position in another department shall complete the standard College job application. Internal applicants will be evaluated by the same standards and criteria which apply to all other candidates for the position, and, if qualified, will be interviewed by the Search Committee during the interview process. If two or more tenure-track faculty members who apply are considered equally appropriate for filling the vacancy, seniority at the College will be used as the deciding factor. Following the written notification of the successful candidate, all faculty members requesting transfer to the position shall be notified in writing by the Director, Human Resources of the outcome of the selection process.

## **17.02 Changes in Duty Station or Assignment**

### **A. Primary Duty Station**

Each faculty member shall have a primary duty station recorded in the College's personnel system.

In the event of a change in the primary duty station, the faculty member shall be given advanced verbal notice by the College to be followed with a written confirmation.

It is the right of the faculty member to be involved during the discussion phase prior to any final decision regarding reassignment. Reassignments shall not be done arbitrarily or capriciously. Efforts shall be taken by the College to prevent changes during the academic year. Any changes during the year shall be for legitimate and justifiable business or academic reasons.

In the event that the College foresees the need to make such a change, it shall immediately involve the faculty member in a discussion of the impact of the action. In the course of these discussions the parties shall consider many factors, including but not limited to, natural attrition, alternative actions, voluntary transfers (see Section 17.01E), ample notice of all actions, and seniority. The faculty member may be accompanied by the Association President or his or her designee at any and all of these meetings.

A faculty member may request a change in duty station through the immediate supervisor.

A change in primary duty station is not finalized until approved by the Vice President of Academic Affairs.

### **B. Temporary Duty**

Once a faculty member has been assigned to and has begun the performance of a regular teaching load or schedule of duties for a given term and after the end of the drop/add period plus five (5) work days for Fall and Spring semesters or three (3) work days for Summer semester, he or she will not be assigned to other regular load duties at the same or at a different location from his or her primary duty station without his or her consent, except where the College finds that an emergency or necessity exists, in which event the needs of the College shall prevail, and the applicable Board rules as to travel allowances and/or per diem shall apply.

### **17.03 Disciplinary Action**

#### **A. Definition**

Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based only on a faculty member's work-related performance, conduct, or duties, and administered only by an appropriate administrator. A faculty member's conduct is subject to disciplinary action: a) when the faculty member is acting as an agent of the College, regardless of time or location; and b) when the faculty member is on College premises. All formal discipline shall be timely, fair, and only for just cause, and shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Disciplinary action shall include the following steps of increasing discipline: oral warning, written warning, written reprimand, suspension with or without pay, return to annual contract, and dismissal. If the severity of the actions under consideration so warrants, discipline may begin at a higher level than the first step or proceed to a higher level than the next sequential step. Other unrelated actions subject to discipline are separate events and disciplinary action will begin at the appropriate level. Normally, however, discipline will progress through the steps established above. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s). However, although student feedback surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used by the College in support of personnel decisions.

#### **B. Procedure**

1. An oral warning notifies a faculty member that work-related performance is below standards established by written policies or common professional practice or that conduct is unacceptable and that more serious disciplinary action will take place if these standards are not achieved within reasonable time frames or if conduct continues to be unacceptable. If work-related performance continues to be below established standards or if conduct continues to be unacceptable, then the more severe disciplinary step of a written warning would be initiated and, if necessary, a written reprimand would be the next step for continued below-standard performance. Warnings and reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator and acknowledged by the faculty member in accordance with Appendix N of this contract.
2. Any faculty member who is under continuing contract may be dismissed or may be returned to annual contract status at the discretion of the Board when a recommendation to that effect is submitted in writing to the Board on or before April 1 of any College year, giving good and sufficient reasons therefore, by the President and provided the President's recommendation is approved by a majority of the Board. The faculty member whose contract is under consideration shall be duly notified in writing at least seven (7) days prior to the filing of the written recommendation with the Board, and such notice shall include a copy of the charges. Should the Board determine that it will consider the charges filed, it shall direct that notification be given to the faculty member of his or her hearing rights being filed with it and a copy served upon the faculty member. If the faculty member wishes a public hearing, he or she shall notify the Board in writing within ten (10) days after the date of service of the recommendation. The hearing shall proceed in substantial compliance with the model rules of procedure, Chapter 28, Florida Administrative Code (FAC), unless the parties mutually agree to an alternative hearing procedure. In the event the employee does not request a public hearing, the Board shall proceed to take appropriate action. Any decision adverse to the faculty member shall be made by a majority vote of the full membership of the Board.

3. Any full-time faculty member may be placed on paid administrative leave by the President, while an investigation is conducted into any charge of misconduct.
4. Any full-time faculty member may be suspended without pay or dismissed by the Board upon recommendation of the President at any time during the College year, provided that no such faculty member may be dismissed during the College year without opportunity to be heard at a public hearing after at least fourteen (14) days' notice of the charges and of the time and place of the hearing; and provided further that the charges must be based on conduct including, but not limited to, immorality, misconduct in office, incompetency, "job-related" dishonesty, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime that adversely affects a faculty member's position. A petition conforming to the requirements of the model rules of procedure, Chapter 28, FAC, specifying the charges and notifying the faculty member of his or her hearing rights shall be filed with the Board and a copy served upon the faculty member whenever such charges are made. The Board may suspend such faculty member without pay pending an informal hearing if requested by the faculty member. At any such informal hearing, the Board shall determine the necessity to suspend and withhold pay and whether probable cause exists to support the charges. If the Board determines that probable cause exists to support the charges and there exists a necessity of continuing the suspension without pay then it may do so, but if the charges are not sustained upon final hearing the faculty member shall be immediately reinstated and back salary shall be paid. If the Board determines that there is no necessity to suspend without pay, then it shall reinstate the faculty member with pay and, further, it may dismiss the charges if it determines that probable cause does not exist to support same.
5. In cases where a petition for dismissal or return to annual contract of a faculty member has been filed with the Board, the Board shall hold a public hearing in substantial compliance with the model rules of procedure, Chapter 28, FAC, unless the parties mutually agree to an alternative hearing procedure. If a hearing is requested by the faculty member, after notice as provided above, the Board shall determine upon the evidence as submitted whether the charges have been sustained, and if the charges are sustained, either to dismiss said faculty member, return to annual contract or fix the terms under which said faculty member may be reinstated. If such charges are sustained by a majority vote of full membership of the Board and such faculty member is discharged, the contract of employment shall thereby be canceled.
6. If requested in writing by the faculty member, the Board may utilize the services of a hearing examiner to conduct either formal or informal hearings. The Board shall promptly notify the faculty member of its decision in this regard in writing and shall include in the notice an extract of its minutes which includes the rationale pertaining to the decision.
7. In the event there is at any time a difference between this Article and any provision of Florida Statutes or State Board of Education Regulations, the Florida Statute or the State Board of Education Regulation shall prevail.
8. Nothing in this Article shall be deemed to give any faculty member not on continuing contract status any property interest in his or her employment.
9. During all disciplinary proceedings, a faculty member shall have the right to consult with, and be represented by, a representative of his or her choice.



10. The faculty member shall have the right to respond to disciplinary action in writing and have that response attached to the report of discipline. If any material is found, through mutual agreement, grievance process, or court proceeding, to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the faculty member and the inaccurate or inappropriate material shall be placed in the personnel file in a sealed envelope. The sealed material shall not be subject to examination or review except by written agreement between the faculty member and the Board, as part of a related formal grievance procedure, or by court order.
11. All discipline, as defined in Section 17.03.A, is subject to challenge by the grievance procedure in Article 10 of this Agreement. The faculty member may elect to proceed with a hearing before the Board or challenge the discipline through the grievance procedure as set forth above, but not both.

#### C. Notice of Meetings

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

#### **17.04 Personnel Files**

There shall be one official personnel file for each faculty member and it shall be located in the Office of Human Resources. Each official personnel file shall contain two parts: a privacy folder (a separate file) into which health and disability information, evaluative materials, including any disciplinary actions, sealed materials (see Section 17.03B.6.), and performance-related evaluations concerning the faculty member are placed, and a public record file into which initial credentialing records, salary and benefits records, and other non-evaluative materials are placed. Hereafter, a copy of each item placed in the privacy folder will be furnished to the faculty member without having to request it. Each faculty member shall have the right to examine and photocopy the contents of his or her own official personnel file at his or her own expense and during Human Resources Department office hours. The faculty member may be accompanied by an Association representative.

No anonymous material shall be placed in any faculty member's personnel file. Neither the Board nor its administrative representatives shall establish any separate personnel file which is not available for the faculty member's inspection; however, nothing in this section shall preclude the Board or its administrative representatives from establishing private administrative working files.

Each faculty member shall have the right to place written comments in his or her personnel file in response to any material. Such comment shall be attached to the material to which response is being made.

Anyone who reviews a faculty member's privacy folder shall first record in the file his or her name and title, the date, and the purpose of the review and will sign the entry.

#### **17.05 Worker's Compensation**

In cases of injury arising out of and in the course of the faculty member's employment at Pensacola State College worker's compensation laws shall be applied.

## **17.06 Initial Credentialing**

The initial Faculty Development plan (FDP) is intended to provide fundamental training for newly hired faculty members in a timely manner, to provide other structured training during a faculty member's initial years at the College, to provide acculturation to the institution, and to foster professionalism. The initial FDP shall be a plan for the first three to five years of employment. Each FDP must be approved by the administration. A full-time faculty member who has not met all requirements in the initial FDP shall not be eligible for continuing contract status or promotion in rank. Lecturers are not required to complete initial credentialing.

- A. As part of the initial FDP, each newly hired faculty member must attend the new faculty orientation.
- B. In addition to the new faculty orientation, all newly hired faculty members must demonstrate competence in the following areas:
  - a. Curriculum and Instruction;
  - b. Psychology of Learning;
  - c. Tests and Measurements;
  - d. The Community College;
  - e. Classroom Management;
  - f. Learning Technologies; and
  - g. Legal Issues and Other Issues Affecting Higher Education.

Competence may be established through workshops, coursework, or other experience as determined by the immediate supervisor. However, individual departments may require additional training for initial credentialing. Additional training will be specified by the immediate supervisor during the faculty member's first five full years of employment at the College.

Training may be acquired by means of in-service workshops offered by the College or through off-campus structured activities. A minimum of six (6) hours of College sponsored workshops in an area can be used to establish competence in that area. All off-campus training must be verified and approved by the faculty member's immediate supervisor.

- C. New faculty will attend scheduled workshops, training, and other events as determined by the College. This program aims to enhance the faculty member's knowledge of the College and his or her own philosophy of teaching in order to improve overall opportunities for student success, professional success of the faculty member, and faculty retention.
- D. Upon completion of the initial FDP, the faculty member will submit a completion report to his or her immediate supervisor. The completion report will be routed through the appropriate chain of command to the Vice President of Academic Affairs. The completion report should be submitted to the immediate supervisor no later than the end of the drop/add period of the Fall semester following the fifth full academic year of employment. In order to submit an application for promotion, a completion report must be on file by the deadline for the promotion application. The approved completion report shall be kept in the employee file in the Human Resources Department.

## **17.07 Professional Development**

The parties are committed to the concept that professional development activities benefit the entire College community by promoting scholarship and assisting faculty members in refreshing their skills and spirits. The parties believe that one cannot adequately teach or inspire others to excellence unless one maintains and increases his or her own body of knowledge and aspires to excellence for oneself. The parties further agree that the desired goal of professional development is for each faculty member to take the initiative in planning for and engaging in ongoing professional development activities.

#### A. Faculty Development Plan

The Faculty Development Plan (FDP) is intended to engage each faculty member in structured training and other learning experiences following the awarding of continuing contract status, to foster professionalism, and to encourage continued professional growth through a variety of learning experiences, projects, and service.

The FDP will include activities that contribute to substantive growth of the faculty member. FDP activities must fall under one or more of the following headings: Teaching/Job Effectiveness, Professional Development/Scholarly Activity, or Service (to the department, College, discipline, or community).

1. Each faculty member, excluding lecturers, shall plan, complete, and report professional development activities on a recurring three-year cycle, starting immediately after the completion of the initial faculty development plan. Each faculty member shall file a new FDP within the first sixty calendar days of his or her cycle and shall complete the activities specified in that plan during the three-year period.
2. Each lecturer shall complete a yearly FDP with approval required by the immediate supervisor. The FDP for a lecturer will specify the activities to assist the faculty member in the effective performance of his or her duties. No lecturer shall have to work more than the weekly scheduled thirty-five hour week without additional compensation at the overload rate to meet the FDP requirements.
3. The direction and composition of the FDP are primarily the responsibility of the faculty member but require administrative approval. The College may, however, require workshops, classes, or training in specific areas for a faculty member if it is deemed necessary by the College. Each FDP shall be consistent with the mission and goals of the department and the College and shall consist of activities related to the faculty member's duties at the College. The faculty member initiates each new FDP which is subject to administrative approval.
4. Whenever the College determines that a faculty member does not meet the current guidelines of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) for adequate "professional and scholarly preparation" in his or her primary teaching field, the Vice President of Academic Affairs shall direct the faculty member's supervisor to schedule a meeting with the faculty member within ten (10) duty days. The purpose of that meeting shall be to notify the faculty member of the SACSCOC deficiencies and to direct the faculty member to submit an amended FDP that includes a schedule to correct identified deficiencies. Within thirty (30) calendar days of the initial meeting the faculty member shall schedule an appointment with his or her immediate supervisor to deliver and review the amended FDP. The amended FDP shall document the faculty member's plan for meeting SACSCOC guidelines as soon as practicable, not to exceed a three year period. In the event that the faculty member and the immediate supervisor cannot agree on the amended FDP, the

immediate supervisor shall submit the faculty member's amended plan along with his or her recommendations to the Vice President of Academic Affairs. The Vice President of Academic Affairs shall make the final decision concerning the faculty member's amended FDP to meet SACSCOC guidelines and communicate that decision to both the immediate supervisor and the faculty member. The immediate supervisor and the faculty member shall sign the amended FDP. Failure on the part of the faculty member to adhere to the schedule to remediate identified SACSCOC deficiencies may result in disciplinary action, as defined in section 17.03.

5. Each faculty member's FDP and progress toward completing the plan shall be reviewed annually by the faculty member with his or her immediate supervisor during the faculty evaluation process. The FDP may be amended, if appropriate, but only with the approval of the immediate supervisor. Because availability of professional growth activities is not always predictable, the FDP also may be amended at other times as needed with the approval of the immediate supervisor. The process to amend the FDP will require the faculty member to complete and submit a new Appendix O for immediate supervisor approval. If the immediate supervisor does not approve the new FDP, the current FDP will remain in effect.
6. If an FDP is not initiated within the allotted time frame, or if an FDP is not completed on schedule, the faculty member may be subject to disciplinary action, as defined in section 17.03, unless an extension is granted in writing prior to the deadline by the Vice President of Academic Affairs.

**B. Completion of the Faculty Development Plan**

1. It is the responsibility of the faculty member to prepare and submit an acceptable completion report to his or her immediate supervisor for approval within sixty days of the end of the cycle. The faculty member is responsible for providing evidence of completion of activities contained in the FDP.
2. The completion report, and therefore the current FDP, is not complete until it has written administrative approval. An FDP for the next cycle shall not be approved until administrative approval has been given to the completion report. If an FDP completion report is not submitted on schedule, the faculty member may be subject to disciplinary action, as defined in section 17.03, unless an extension is granted in writing prior to the deadline by the Vice President of Academic Affairs.

**17.08 Promotions**

The tenure-track instructional faculty, library faculty, and counseling faculty shall hold professorial ranks of Instructor, Assistant Professor, Associate Professor, and Professor. Lecturers shall not be eligible for promotion.

**A. General Considerations**

1. Instructors, Assistant Professors, and Associate Professors shall be granted promotion to the next higher rank upon recommendation to and approval by the President through the promotion process.
2. The principal criterion for promotion shall be teaching or job effectiveness.

3. Promotion to a higher professorial rank shall be granted in order to recognize a faculty member's teaching or job effectiveness, professional development, and effective service as an educator.
4. A newly hired faculty member without an earned doctorate degree shall be employed at the rank of Instructor. If a faculty position remains unfilled after an attempt by a Search Committee to fill it, the faculty in the affected department and the Vice President of Academic Affairs shall meet to determine whether or not the rank of Assistant Professor will be offered to subsequent applicants for that position. A newly hired faculty member with an earned doctorate from a regionally accredited institution in the field in which he or she has been hired to teach shall be employed at the rank of Assistant Professor.
5. No faculty member shall be eligible for consideration for promotion until at least the fourth year in rank, and a promotion shall take effect the following contract year. A year in rank will run from August to August. However, a faculty member who begins his or her employment during Fall semester of an academic year shall be credited with having served a full year in rank for purposes of the promotion process.

No faculty member shall be granted promotion without having a current FDP on file at the time application for promotion is submitted.

6. A faculty member will not be eligible for consideration for continuing contract or promotion until all requirements defined in 17.06.A, 17.06.B, and 17.06.C have been completed. A faculty member will not be eligible for consideration for continuing contract until he or she has completed at least five full years of satisfactory service at the College.
7. The awarding of continuing contract is at the sole discretion of the College and the District Board of Trustees.
8. Promotion in rank shall not be awarded prior to the awarding of continuing contract. Promotion and continuing contract can, however, become effective the same contract year.
9. Administrative processing of a promotion application does not impact the College's right of awarding continuing contract.
10. Only faculty in tenure-track positions are eligible for promotion in rank.

#### B. Requirements for Rank Advancements

##### 1. Assistant Professor

During the first several years, a newly hired faculty member focuses professional growth on activities directly associated with acculturation to the College and teaching and learning. Continuing contract status, completion of the initial Faculty Development Plan (FDP), evidence of noteworthy service at the department level, and demonstrated consistently successful teaching or job effectiveness are required to be considered for promotion to Assistant Professor. Application for promotion may be made in the fifth year in rank as Instructor to be effective the following contract year. Administrative processing of the application does not impact the College's right of awarding continuing contract.

## 2. Associate Professor

Upon promotion to Assistant Professor, a faculty member is expected to continue to model successful teaching and to add more service to the College, department, community and/or discipline if he or she wishes to advance in rank.

Advancement to Associate Professor carries with it the obligations to present evidence of significant service at both the department and the broader College level as well as service in the discipline or in the community. To be considered for the rank of Associate Professor, a faculty member must hold continuing contract status, must be in at least the fourth year in rank as Assistant Professor, must submit an acceptable application for promotion, and must demonstrate consistently successful teaching or job effectiveness. Promotion, if granted, will be effective the following contract year.

A faculty member awarded initial placement as Assistant Professor also must successfully complete an initial Faculty Development Plan (FDP) in addition to the above stated service and successful teaching or job effectiveness requirements and be awarded continuing contract status for promotion to the rank of Associate Professor, effective the following contract year.

## 3. Professor

In addition to the requirements for promotion to Associate Professor, advancement to Professor carries with it additional obligations to present evidence of leadership at both the department level and the broader College level as well as leadership in the discipline or community. To be considered for the rank of Professor, a faculty member must hold continuing contract status, must be in at least the fourth year as Associate Professor, submit an acceptable application and demonstrate consistently successful teaching or job effectiveness. Promotion, if granted, will be effective the following contract year.

### C. Process of Promotion

1. On or before November 15 of each year, the Vice President of Academic Affairs shall send written notification to faculty members who are eligible for promotion. Faculty members shall be selected for promotion from among those faculty members who are eligible and apply.
2. On or before January 15 of each year, each faculty member who is eligible for and desires promotion will submit a written application for promotion together with appropriate documentation to his or her immediate supervisor. The College's official promotion application form (Appendix R) must be used. All of the materials submitted shall remain the property of the College.
  - a. The promotion application shall be in the form of a packet comprised of a cover page (Appendix R), table of contents, and no more than fifteen (15) letter-sized, single-sided pages. These fifteen pages shall be divided into three sections: Teaching/Job Effectiveness, Professional Development/Scholarly Activity, and Service to the department, College, community, or discipline. In addition to the fifteen letter-sized pages, the applicant may attach appendices of no more than ten (10) letter-sized single-sided pages to support claims made in the promotion application.

- b. The body of the promotion application shall be organized according to the format shown in the Faculty Promotion Criteria (Appendix Q). Faculty shall address all of the items within Appendix Q concerning Teaching/Job Effectiveness. In addition, each candidate for promotion shall address as many of the items for Professional Development/Scholarly Activity and Service to the Department, College, Community, and/or Discipline for which he or she has evidence of achievement; however it is not required that a faculty member must address all items listed in either of those sections.
    - c. In addition to the cover page, table of contents, and the fifteen page application, the faculty member may attach up to ten (10) pages of appendices. All documentation included in the appendix must be referenced in the application by page number and arranged in the same order in the appendix.
  3. Following the deadline date for submission of faculty promotion application forms and materials, the promotion process shall proceed according to the order and dates contained in the Promotion Process Chart (see Section 17.08 C.11).
  4. At Level I of the promotion process:
    - a. Each immediate supervisor shall review all promotion applications and materials submitted to his or her office and assign points for each applicant following the Faculty Promotion Criteria (F.P.C.) in Appendix Q.
    - b. Each immediate supervisor of a faculty member applying for promotion shall consult with his or her immediate supervisor, discussing the applicants' packets and the points assigned.
    - c. Each immediate supervisor shall use Appendix S to provide a written explanation of points assigned, as well as a written recommendation for each applicant he or she recommends for promotion or an explanation of the reason(s) for not recommending promotion.
    - d. A copy of Appendix S shall be attached to the applicant's application packet for forwarding to the next level.
  5. Prior to forwarding the promotion materials to the next level, the immediate supervisor shall invite each applicant within the department to discuss privately the content and assessment of his or her promotion materials, including the applicant's strengths and areas in which improvement is needed, a thorough explanation of the points assigned according to the F.P.C. and delineated on the completed Appendix S. If the faculty member chooses not to meet with the immediate supervisor, he or she shall provide a written statement to that effect to be included in the packet. If the faculty member declines the conference and fails to provide such written notice, the immediate supervisor shall still be considered to have met his or her obligation regarding the promotion conference.

At or before this conference the faculty member shall be given a copy of the completed Appendix S and any other material added to the packet since it was submitted by the faculty member.

At the conclusion of the conference, the immediate supervisor and faculty member will complete Appendix T. The signed copy of Appendix T shall then be forwarded to the next level along with the faculty member's application package.

6. At Level II the appropriate administrator shall review the promotion materials for his or her area of responsibility and shall determine that each faculty member has discussed his or her application packet with the appropriate immediate supervisor or declined to do so as specified in Section 17.08 C.6.

After reviewing all materials submitted, the administrator will make his or her recommendations as specified in Appendix S (Page S-2) and will forward all application packets to the next level by the date specified in the Promotion Process Chart (see Section 17.08 C.11).

7. At Level III each Joint Promotion Committee (See Section 17.08 D. below) member shall review all materials submitted and shall individually score and rank each applicant based on the material presented in the application materials. The individual Committee members' rankings shall be averaged, and using this average the Committee shall develop a prioritized list of applicants. The Committee shall list the names of the faculty members it recommends for promotion.

The Committee shall forward the list of faculty members it recommends for promotion and all promotion materials to the next level by the date specified in the Promotion Process Chart (see Section 17.08 C.11).

8. At Level IV the Vice President of Academic Affairs shall review all materials submitted, determine that the specified process of promotion has been followed, and forward the prioritized list to Level V for consideration by the President.

9. Upon approval of promotions by the President of the College, and following approval of the promotions by the May Board of Trustees meeting, the Vice President of Academic Affairs shall send to all appropriate supervisors and the President of the Faculty Association a listing of the candidates for promotion, indicating those who were awarded promotions. Concurrently, each applicant shall be sent a letter from the Vice President of Academic Affairs, on the same day by the same means of delivery, indicating the outcome of his or her promotion application. The letter sent to a faculty member denied promotion shall summarize the weak areas in the promotion packet. The faculty member may meet with his or her immediate supervisor to discuss amending the Faculty Development Plan or other appropriate actions to address areas of weakness. One week following the mailing of the letters to the promotion applicants, a listing of those receiving promotions shall be sent to CollegeAll by the Vice President of Academic Affairs.

11. Promotion Process Chart

Level	Office/Committee	Forwarding/ Completion Date
Level I	Immediate Supervisors Student Services Directors	March 1
Level II	Dean	March 8
Level III	Joint Promotion Committee	April 20
Level IV	Vice President of Academic Affairs	April 30



Level V	President of the College	May 7
Level VI	Board of Trustees	May Meeting

D. Joint Promotion Committee

1. The Joint Promotion Committee shall consist of seven (7) members, three (3) members from the full-time faculty, and four (4) members from the academic administrative staff, one of whom shall be designated as the Chair. Committee members from the faculty shall hold the rank of Professor.
2. The President of the Faculty Association and the Vice President of Academic Affairs shall consult to select the seven (7) committee members on or before March 1. These members shall be appointed by the Vice President of Academic Affairs and shall be representative of the district.
3. Committee members shall serve from March 1 to May 7.
4. The Chair of the Committee shall vote only to break a tie.

E. Number of Promotions

The Board shall annually award a reasonable number of faculty promotions as recommended by the Joint Promotion Committee.

**17.09 Travel Expenses**

Full-time faculty members shall be reimbursed for in-district and out-of-district travel in accordance with policies and procedures in effect at the time, when required, authorized, and approved.

The policies and procedures referred to above are as stated in the Faculty and Staff (Employee) Handbook and they will not be changed during the term of this Agreement unless mandated by the Florida Statutes or Florida State Board of Education Administrative Rules.

Any improvement in travel reimbursement accorded to non-faculty employees shall be offered, by letter of agreement, to faculty members on the same terms.

## ARTICLE 18

### DISTANCE LEARNING

#### **18.01 Introduction**

Distance Learning is a formal educational process in which the majority of the instruction occurs when the students and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance learning may employ correspondence study, audio, video, or computer technologies.

#### **18.02 Faculty Jobs Protection**

- A. The Association and College agree that the use of such distance learning technology shall not be used to reduce, eliminate, or consolidate faculty positions.

No member of the bargaining unit will be displaced because of distance learning as long a workload in credit courses is available in traditional modes. The College agrees to give preference for staff and faculty development funds to impacted faculty members pursuing training programs designed to prepare them for distance learning.

#### **18.03 Instructional Assignments**

- A. As long as traditional modes of delivery are available, participation by members of the bargaining unit in distance learning courses, whether as part of a regular teaching load or as overloads, will be strictly voluntary. The decision by a member of the bargaining unit not to participate will not be used in any evaluative manner.
- B. No faculty shall be assigned to teach a distance learning course that involves learning new technologies without training in those technologies. Faculty members who are new to online teaching must complete ten (10) hours of training, including pedagogical and technical best practices. These faculty members may also have the benefit of an experienced mentor during their first semester of teaching online.
- C. Full-time faculty who have a demonstrated record of student success and retention may request to teach more than one online course as part of their standard loads. Department heads will consider each request in good faith; however, all scheduling decisions and faculty assignments will be at the sole discretion of the College.

#### **18.04 Workload Points and Class Size**

- A. The parties mutually acknowledge that educational outcomes and the quality and effectiveness of instruction shall be important considerations when the combined number of students enrolled in any one distance learning course section is set. The number of students assigned to any one distance learning course section shall be determined by the immediate supervisor in consultation with the faculty member responsible for that section and should normally be consistent with the work requirements set for the regular course sections in that discipline. However, because certain methodologies of distance learning may require different work by faculty than normally required in traditional classroom setting, class size must be set on a section-by-section basis by the immediate supervisor in consultation with the faculty member.

The agreed upon class size will not be exceeded by greater than 10% without permission of the faculty member. With permission of the faculty member, the class size may be increased and the faculty member will be paid for those enrollments above the agreed upon class size at the Directed Independent Study rate specified in Article 15.02D, or if student demand exceeds the course maximum and if sufficient demand exists, a new section may be opened.

- B. In order to satisfy their contractual obligation to the College, faculty assigned distance learning courses as part of their normal workload will schedule the appropriate number of hours of “contact” time on their work schedule. If the methodologies employed to teach a distance learning course do not require faculty to be in a specific classroom at a specific time, the faculty member typically will schedule the time in their office as part of the twenty-five contact and office hours required by the CBA. However, flexibility in scheduling a portion of the twenty-five contact and office hours at alternate locations must be approved by the immediate supervisor according to provisions described in Articles 6.03 and 9.01.B.

## APPENDIX A

### GLOSSARY

#### **Academic Year**

The academic year is defined as the twelve-month period commencing with the first day of classes for the Fall semester.

#### **Community Service**

Community service may include, but is not limited to, volunteer work with local hospitals, clinics, service organizations, charitable organizations and activities, or governmental agencies. Community service shall not include any activity for which a faculty member receives a stipend.

#### **Contact Hour**

A contact hour is defined as a fifty (50) minute class period for Advanced and Professional, Postsecondary Vocational, College Preparatory, and Vocational Preparatory classroom and on-campus laboratory instruction and as a sixty (60) minute class for all Postsecondary Adult Vocational, Supplemental Vocational, Adult Basic Education, and Secondary Education classes. All instruction designated as clinical experience, practicum, preceptorship, internship, work experience, or cooperative education shall be scheduled as sixty (60) minute contact hours.

#### **Contractual Period**

The basic contract length shall be 164 days. Additionally, faculty members shall be guaranteed a summer assignment.

#### **Disciplinary Action**

Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based only on a faculty member's work-related performance and administered only by the appropriate administrator. All formal discipline shall be timely, fair, and only for just cause, and shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Disciplinary action shall include the following steps of increasing discipline: oral warning, written warning, written reprimand, suspension with or without pay, return to annual contract, and dismissal. If the severity of the actions under consideration so warrants, discipline may begin at a higher level than the first step or proceed to a higher level than the next sequential step. Other unrelated actions subject to discipline are separate events and disciplinary action will begin at the appropriate level. Normally, however, discipline will progress through the steps established above. All discipline, as defined herein, is subject to challenge by the grievance procedure in Article 10 of this contract. Anonymous complaints shall not be used as evidence in support of disciplinary action(s). However, the results of student feedback surveys collected by the College pursuant to section 11.02 (Student Feedback on the Classroom

Learning Process and Environment) may be used in support of personnel decisions.

**Duty Day**

A duty day is defined as any one of the negotiated calendar days of the basic contract as defined in Section 15.01A. or any one of the negotiated calendar days of the summer semester as defined in Section 15.01B., and as scheduled through Article 16 of this Collective Bargaining Agreement. A non-instructional duty day is one of the 164 days of the contractual period on which classes do not meet. Each non-instructional duty day shall consist of 7.0 scheduled hours unless otherwise approved in advance by the immediate supervisor.

**Evening Assignment**

An evening assignment is an assignment for a faculty member to be in an assigned space at an assigned commencing time of 4:30 p.m. or later.

**Grievance**

Claims and complaints verbally addressed to an administrator, or so discussed with an administrator by a faculty member, are not to be deemed grievances during any time periods when they are being verbally presented or discussed. A grievance is defined as a written claim that the College has violated or misapplied a specified provision or specified provisions of this Agreement, with resulting harm, also to be described with specificity, to the grievant. The grievance shall set out the facts of the matter in enough detail to enable an otherwise uninformed third party, assuming the truth of the facts as stated, to determine from the grievance and this Agreement, that a violation of this Agreement has or has not been described. The grievance document must also state with specificity the relief that the grievant seeks.

**Office Hour**

An office hour is an hour when an instructor will be available for consultation with students in a non-class setting at a College campus/site.

**OPA Hour**

An Other Professional Activities (OPA) hour is a scheduled hour when a faculty member is engaged in activities related to his or her professional responsibilities.

**Release Time**

Release time shall be defined as the reduction of a faculty member's regular duties to compensate for duties other than those regularly assigned. Release time may be granted by the College for duties such as coordination of special programs, specifically designated recruitment duties, service as assistant to a department head, sponsorship of certain student activities, or specifically designated program or curriculum development. However, release time shall not be granted for activities defined as community service unless the College considers it to be in the best interest of the College.

## **Seniority**

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

**Appendix B**  
**Classroom-Based Research Awards Program**  
**Application Cover Sheet**

The current Pensacola State College faculty Collective Bargaining Agreement (15.05) provides that full-time faculty may apply for educational research grants aimed at conducting research to identify best practices for improving classroom instruction and student learning. All research proposals will be scored on the responses provided to the five (5) components below in order to rate projects on a 20-point scale (a minimum score of 15 is required for approval). Project applications will be forwarded to the Institutional Effectiveness & Grants Office for consideration by the College's Institutional Review Board processes prior to consideration by the committee. A one-time \$1500 stipend will be paid at the completion of approved projects. It is understood that the proposal development and data analysis will take place outside of faculty member's normal work hours.  
**Due Date: mid-term of spring semester for projects to be completed the next academic year.**

<b>NAME</b>			
<b>PHONE EXT.</b>		<b>EMAIL</b>	
<b>DEPARTMENT</b>			

**Attach to this Cover Sheet a proposal of not more than 5 pages (double-spaced and 12 pt. font) that addresses the following:**

Component	Description	Points
1. Topic Overview	Develop a paragraph to succinctly state the proposed research topic.	2
2. Literature Review	In no more than one page, please summarize the major findings from the literature that help to shape your research focus, design and questions.	3
3. Problem Statement and Research Questions	Present your problem statement and major research questions to be addressed by the project.	5
4. Methodology, including Data Collection and Research Design	Describe how the classroom-based research will be conducted. If multiple course sections will be included in the project, how will you select the sections and/or students to be included? If random assignments will be made, how will this be accomplished? If applicable, include a timeline.	5
5. Plan for Dissemination of Findings	The ultimate purpose of the research project is to improve the teaching-learning process at PSC. In these final paragraphs, describe how you will disseminate your findings to your PSC colleagues and to the wider community college education community and explain the implications for PSC teaching and learning.	5
<b>Total Points Possible</b>		<b>20</b>

**APPENDIX C  
FACULTY SCHEDULE FORM\***

**FACULTY MEMBER** \_\_\_\_\_

**OFFICE TELEPHONE** \_\_\_\_\_ **OFFICE ROOM NUMBER** \_\_\_\_\_

**SEMESTER** \_\_\_\_\_ **SESSION** \_\_\_\_\_

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
	COURSE ACTIVITY	LOCA- TION	COURSE ACTIVITY	LOCA- TION	COURSE ACTIVITY	LOCA- TION	COURSE ACTIVITY	LOCA- TION	COURSE ACTIVITY	LOCA- TION
7-7:30										
7:30-8										
8-8:30										
8:30-9										
9-9:30										
9:30-10										
10-10:30										
10:30-11										
11-11:30										
11:30-12										
12-12:30										
12:30-1										
1-1:30										
1:30-2										
2-2:30										
2:30-3										
3-3:30										
3:30-4										
4-4:30										
4:30-5										
5-5:30										
5:30-6										
6-6:30										
6:30-7										
7-7:30										
7:30-8										
8-8:30										
8:30-9										
9-9:30										
9:30-										
<b>Total Hours</b>										



**Fall and Spring Semesters**

Standard Load Class Contact Hours Per Week \_\_\_\_\_

Release Time Per Week (If Any) \_\_\_\_\_

Office Hours Per Week \_\_\_\_\_

Subtotal (Not Less Than 25) \_\_\_\_\_

Opa Hours Per Week (Including Community Service) \_\_\_\_\_

Standard Assignment Total Per Week            Must =            35

Overload Hours Per Week \_\_\_\_\_

Total Hours Worked Per Week \_\_\_\_\_

**GUARANTEED SUMMER ASSIGNMENT SESSION A, B, C, OR D**

Guaranteed Assignment Class Contact Hours Per Week \_\_\_\_\_

Release Time Per Week (If Any) \_\_\_\_\_

Office Hours Per Week \_\_\_\_\_

Guaranteed Assignment Total Per Week \_\_\_\_\_

Overload Hours Per Week \_\_\_\_\_

Overload Hours Per Week (If Any) \_\_\_\_\_

Total Hours Worked Per Week \_\_\_\_\_

\*This Schedule Form may be revised with supervisor approval.

This form is intended to show format and the actual door schedule may deviate somewhat from this form.

**WORKLOAD CALCULATION**

**FACULTY MEMBER** \_\_\_\_\_

**SEMESTER** \_\_\_\_\_ **(Fall and Spring semesters only)**

SECTION NUMBER	COURSE	ENROLLMENT	CONTACT HOURS PER WEEK	# OF WEEKS	POINT FACTOR	LOAD POINTS	COMMENTS
<b>TOTAL STANDARD LOAD</b>			___ A Session ___ B Session ___ C Session ___ D Session		900		

					-----	-----	
					-----	-----	
					-----	-----	
					-----	-----	
<b>TOTAL OVERLOAD</b>							

\_\_\_\_\_  
FACULTY MEMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
IMMEDIATE SUPERVISOR

\_\_\_\_\_  
DATE

\*For record keeping only, not for workload calculation.  
 \*\*See Article 9.01E.2 (Workload Points) for point factors used to calculate load points.

**APPENDIX D**  
**COMMUNITY SERVICE FORM**

NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

Name of Agency, Organization, or Group:  
\_\_\_\_\_

Description of Activity:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Schedule of Days and Times Worked Each Week:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the community service described above is voluntary and that I will not receive any stipend for the activity.

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

Approved \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

## APPENDIX E

### LAB DEFINITIONS FOR WORKLOAD

1. A lab contact hour is defined as any of the following:
  - A. any lab hour within a college or vocational credit course with an “L” suffix on the course number;
  - B. any lab hour within a college or vocational credit course with a “C” suffix on the course number; or
  - C. any lab hour within a Post-Secondary Adult Vocational (PSAV) course.
  
2. Category A labs are those clustered under the following state reporting cluster areas (ICS code).

1.11.01	Agriculture and Natural Science
1.11.04	Biological Science
1.11.09	Engineering
1.11.12	Health Professions
1.11.19	Physical Sciences
1.13.15	Letters
1.23.01	Health
  
3. Category B labs are those clustered under all state reporting areas (ICS codes) not listed in item 2 above.
  
4. See Article 9.01E.2. (Workload Points) for point factors used to calculate load points.

**APPENDIX F**

**RELEASE TIME FORM**

Name		ID#	
Department		Cost Center	

applies for/is assigned to release time for Semester: \_\_\_\_\_

Load Points	Credit Hours	Contact Hours Per Week	# of Weeks	Class Code

for the purpose of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

upon the following conditions \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Faculty Member Date

\_\_\_\_\_  
 Immediate Supervisor Date

\_\_\_\_\_  
 Dean Date

\_\_\_\_\_  
 Vice President, Academic Affairs Date

**Note: If release time is awarded for any items covered in 6.06, an IPA must be completed and attached.**

**Note: According to Florida Statutes, the release time request is not complete until approved by the President.**

## APPENDIX G

### PROGRAM COORDINATOR/DIRECTOR DUTIES

Description of responsibilities to be assumed by

Faculty Member \_\_\_\_\_

Program \_\_\_\_\_ Academic Year \_\_\_\_\_

Total Points Awarded for the Year \_\_\_\_\_ ÷ 60 = \_\_\_\_\_ Hours of Release Time Awarded for the Year

Hours of Release Time for Fall \_\_\_\_\_

Hours of Release Time for Spring \_\_\_\_\_

Hours of Release Time for Summer \_\_\_\_\_

RESPONSIBILITY	POINTS AWARDED	FALL	SPRING	SUMMER
1. <u>Admissions</u>  A. Chairs limited access program admissions committee/coordinates process (45 points per year)  B. Writes/revises packet of information for prospective students (15 points per year)				
2. <u>Student Support Services</u>  A. Conducts/coordinates orientation for new students (15 points per year)  B. Conducts/coordinates orientation for prospective students (15 points per year)  C. Assumes primary responsibility for written and telephone inquiries from new and prospective students (30 points per year)  D. Provides student services-related support to program enrollees in addition to his or her own students (45 points per year)				

<b>RESPONSIBILITY</b>	<b>POINTS AWARDED</b>	<b>FALL</b>	<b>SPRING</b>	<b>SUMMER</b>
<p>3. <u>Accrediting Agency Duties</u></p> <p>A. Prepares ad hoc accreditation and annual placement reports, (e.g. personnel changes, curriculum updates, graduate follow-up) (60 points per year)</p> <p>B. Performs designated liaison duties with accrediting agency (30 points per year)</p>				
<p>4. <u>Off-Campus Site Coordination</u> (For courses other than or in addition to those contained in his or her standard load.)</p> <p>A. Arranges off-campus clinical, work experience, or internship sites (60 points per year)</p> <p>B. Schedules preceptors/clinical staff throughout the term (60 points per year)</p> <p>C. Prepares incident reports regarding student performance in off-site or clinical settings (30 points per year)</p> <p>D. Arranges for substitute instructors throughout the term (30 points per year)</p> <p>E. Serves as designated on-call person for students and faculty outside scheduled student contact hours (45 points per year)</p>				
<p>5. <u>Adjunct Instructor Coordination</u></p> <p>A. Assumes primary responsibility for recruiting and orienting adjuncts to the department/program (30 points per year)</p> <p>B. Processes adjunct timesheets (15 points per year)</p>				

<b>RESPONSIBILITY</b>	<b>POINTS AWARDED</b>	<b>FALL</b>	<b>SPRING</b>	<b>SUMMER</b>
6. <u>Coordination of non-Credit Instruction</u>  Coordinates the creation, scheduling, and instruction of non-credit (supplemental or contract) instruction associated with the program (45 points per year)				
7. <u>Liaison to Advisory Committee</u>  Serves as designated liaison to program advisory committee (meeting more than twice a year) and assists in preparation and follow-up for those meetings (30 points per year)				
8. Other Duties As Assigned				

**Total Points Awarded** \_\_\_\_\_

\_\_\_\_\_  
**Faculty Member**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Immediate Supervisor**

\_\_\_\_\_  
**Date**

**Note: If release time is awarded for any items covered in 6.06, an IPA must be completed and attached.**

**Note: Point limits as outlined in the table are meant as guidelines and may be changed to reflect the duties of the faculty member.**



**APPENDIX H**

**FACULTY SUBSTITUTION FORM**

(Required only for overload pay request)

Name \_\_\_\_\_

Employee ID # \_\_\_\_\_

Department \_\_\_\_\_

Date and Time of Substitution \_\_\_\_\_

Campus Location of Substitution \_\_\_\_\_

Course Number \_\_\_\_\_ Section \_\_\_\_\_

Regular Instructor \_\_\_\_\_

Date and Time of Additional Service  
(Beyond the thirty-five hour work week  
as defined in Article 9) \_\_\_\_\_  
\_\_\_\_\_

Nature of Additional Service \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**ATTACH A COPY OF FACULTY SCHEDULE FORM (APPENDIX C)**

**APPENDIX I**

**GRIEVANCE FORMAT (STEP 1)\***

Grievant's Name \_\_\_\_\_

Campus and Department \_\_\_\_\_

Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PSCFA Grievance Committee Representative \_\_\_\_\_

Telephone \_\_\_\_\_ Date of Incident Being Grieved \_\_\_\_\_

Section(s) of Collective Bargaining Agreement Related to Grievance:

\_\_\_\_\_

Specific Description of Violation/Misapplication of Above Section(s) (including resultant harm to grievant):

Specific Remedy Sought by Grievant:

Step One Response Due Date (14 College business days after receipt of this form) \_\_\_\_\_

Immediate Supervisor Response:

---

Signature of Grievant

---

Date

---

Received by (Immediate Supervisor or designee)

---

Date

cc: PSCFA President  
Board of Trustees Contract Administrator

**\*This appendix may be used as a form for submission of a grievance or as a format to follow when submitting a grievance. Attach additional pages as necessary. Please insure that all requested information is included.**

**APPENDIX J**

**ANNUAL FACULTY EVALUATION FORM**

Faculty Member \_\_\_\_\_

Department \_\_\_\_\_

Time Period Covered By the Evaluation \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Evaluation Prepared By \_\_\_\_\_

The written evaluation shall be attached to this form. The evaluation comments shall be organized according to the outline presented below.

- I. Teaching/Job Effectiveness
- II. Professional Development/Scholarly Activity
- III. Service to the Department, College, Discipline, and/or Community
- IV. Other Regular Assigned Duties
- V. Progress on Completing Faculty Development Plan
- VI. Overall Assessment of the Faculty Member's Performance

\_\_\_\_\_  
Faculty Member \_\_\_\_\_ Date

\_\_\_\_\_  
Evaluator \_\_\_\_\_ Date

(The faculty member's signature indicates receipt of the attached written evaluation, but not necessarily that he/she agrees with its contents.)

**APPENDIX K-1**

**FACULTY EDUCATIONAL ACHIEVEMENT INCENTIVE  
PRE-APPROVAL REQUEST**

**(To be completed before beginning coursework/degree program or at the time of hire)**

Name \_\_\_\_\_ Department \_\_\_\_\_

Rank \_\_\_\_\_ Date of Hire as Full-Time Faculty \_\_\_\_\_

Degree to Be Pursued (Level and Major) \_\_\_\_\_

Regionally Accredited Institution at Which Degree Will Be Pursued \_\_\_\_\_

Projected Date to Begin Coursework \_\_\_\_\_ Number of Credit Hours to Complete \_\_\_\_\_

Projected Date to Earn Degree \_\_\_\_\_

Justification for Pursuit of the Degree (Attach separate page(s) if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

Signature of Faculty \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Immediate Supervisor \_\_\_\_ Recommend Approval \_\_\_\_ Do Not Recommend Approval

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Dean (If Applicable) \_\_\_\_ Recommend Approval \_\_\_\_ Do Not Recommend Approval

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Approved \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Vice President of Academic Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_

If Not Approved by Vice President of Academic Affairs:

\_\_\_\_ Approved \_\_\_\_\_ Not Approved

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**APPENDIX K-2**

**FACULTY EDUCATIONAL ACHIEVEMENT INCENTIVE  
APPLICATION**

**(To be completed following completion of approved coursework/degree program)  
Attach copy of approved Appendix K-1**

Name \_\_\_\_\_ Date \_\_\_\_\_

Employee Identification Number \_\_\_\_\_

Department and Campus \_\_\_\_\_

LEVEL APPLIED FOR      BA/BS      MA/MS      MA+/MS+      DOCTORATE  
\_\_\_\_\_

**LEGIBLE TRANSCRIPT\* COPIES MUST BE ATTACHED**

<b>COURSE NUMBER</b>	<b>COURSE TITLE</b>	<b>COLLEGE OR UNIVERSITY</b>	<b>GRADUATE OR UNDERGRADUATE</b>	<b>SEM. HRS</b>

**\*An official copy of each transcript must be placed on file in Human Resources and a legible copy of each transcript must be attached.**

**SPECIAL CERTIFICATION PROCESS**

<b>COURSE NUMBER</b>	<b>COURSE TITLE</b>	<b>SCHOOL</b>	<b>DESCRIPTION</b>	<b>TOTAL HOURS</b>

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

---

Recommend \_\_\_\_\_ Not Recommend \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Comments:

---

Recommend \_\_\_\_\_ Not Recommend \_\_\_\_\_

Dean \_\_\_\_\_ Date \_\_\_\_\_

Comments:

---

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Vice President of Academic Affairs \_\_\_\_\_ Date \_\_\_\_\_

Comments:

**APPENDIX L**

**EDUCATIONAL REQUIREMENTS FOR PAY LEVEL CATEGORIES**

<b>EDUCATIONAL REQUIREMENTS FOR PAY LEVEL CATEGORIES</b>	
<b>DEGREE LEVEL FOR PAY LEVEL</b>	<b>EDUCATIONAL REQUIREMENTS</b>
Bachelor's or less	Approved Associate degree or Bachelor's degree
Master's	Approved Master's degree with 18 graduate semester credits in-field or Approved Master's degree with in-field major
Master's Plus 18	As approved by the College.
Master's Plus <u>30</u>	Master's degree* in-field plus 30 graduate semester credits hours* in-field beyond the requirements for the Master's degree in a planned, approved graduate program*, or a Master's degree* with at least 48 graduate semester credits* in-field of which 30 graduate semester credits* in-field are in a planned, approved graduate program* or as otherwise approved by the College.
Doctorate	Earned, approved Doctorate.*

\*Must be from a regionally accredited institution.



APPENDIX M

PENSACOLA STATE COLLEGE 2015-2016 ACADEMIC CALENDAR

			total	
<u>2015</u>		<u>Fall Semester</u>	<u>Inst Days</u>	<u>duty days</u>
August 12, 13, 14	(W-F)	Faculty Return (non-teaching duty days)		3
August 17	(M)	Classes Begin	11	11
September 7	(M)	Labor Day Holiday	21	21
October 12	(M)	Midterm	22	22
November 11	(W)	Veteran's Day Holiday	-	-
November 25-29	(W-U)	Thanksgiving Holidays	17	17
December 7-11	M-F	Final Exams Day		
December 7-10	M-R	Final Exams Night		
December 11	(F)	Last Day of Semester	9	9
December 13**	(U)	Commencement ceremony		
December 16-31	(W-R)	Winter Break	80	83
<hr/>				
<u>2016</u>		<u>Spring Semester</u>	<u>Inst Days</u>	<u>duty days</u>
January 1	(F)	New Year's Day Holiday/Winter Break		
January 4	(M)	Staff Returns		
January 5	(T)	Faculty Return (non-teaching duty day)		1
January 6	(W)	Classes Begin	17	17
January 18	(M)	Martin Luther King Holiday	-	-
February		Number of Days	21	21
March 2	(W)	Midterm	-	-
March 21-27	(M-U)	Spring Break	18	18
April		Number of Days	21	21
April 28,29, May 2,3,4	(R, F, M-W)	Final Exams Day	-	-
April 27,28, May 2,3	(W, R, M,T)	Final Exams Night	-	-
May 4	(W)	Last Day of Semester	3	3
May 7	(S)	Commencement ceremony		
			80	81
<hr/>				
<u>2016</u>		<u>Summer</u>	<u>Inst Days</u>	<u>duty days</u>
May 11	(W)	Faculty Return		
May 11	(W)	Classes Begin (Sessions A, B)	14	14
May 30	(M)	Memorial Day Holiday	-	-
June 1	(W)	Midterm (6-week classes) (Session B)	-	-
June 20, 21	(M, T)	Final Exam (Night 6-week classes) (Session B)		
June 21, 22	(T, W)	Final Exam (Day 6-week classes) (Session B)		
June 22	(W)	Last Day of Session B (6-week classes)	17	17
June 22	(W)	Midterm (12-week classes) (Session A)		
June 23	(R)	Classes Begin (6-week classes) (Session D)	5	5
July 4	(M)	Independence Day	-	-
July 14	(R)	Midterm (6-week classes) (Session D)	20	20
August 1,2,3	(M-W)	Final Exams (Night 12-week Classes) (Session A)		
August 3,4	(W, R)	Final Exams (Day 12-week Classes) (Session A)		
August 2,3	(T, W)	Final Exam (Night 6-week Classes) (Session D)		
August 3,4	(W, R)	Final Exam (Day 6-week Classes) (Session D)		
August 4	(R)	Last Day of Semester (Sessions A, C, D)	4	4
			60	60
<hr/>				
Total number of days			220	224

APPENDIX M

PENSACOLA STATE COLLEGE 2016-2017 ACADEMIC CALENDAR FINAL

<u>2016</u>		<u>Fall Semester</u>	<u>instructional</u> <u>days</u>	<u>duty days</u>
August 10, 11, 12	W-F	Faculty Return (non-instructional duty days)		3
August 15	M	Classes Begin		
August		Number of days	13	13
September 5	M	Labor Day Holiday		
September		Number of days	21	21
October 10	M	Midterm		
October		Number of days	21	21
November 11	F	Veterans Day Holiday		
November 23-27	W-U	Thanksgiving Holidays		
November		Number of days	18	18
December 5-9	M-F	Final Exams Day		
December 5-8	M-R	Final Exams Night		
December 9	F	Last Day of Semester		
December 11	U	Commencement ceremony		
December		Number of days	7	7
			<u>80</u>	<u>83</u>
December 15-30		Winter Break		
<u>2017</u>		<u>Spring Semester</u>	<u>instructional</u> <u>days</u>	<u>duty days</u>
January 2	M	New Year's Day Holiday/Winter Break		
January 3	T	Staff Returns		
January 6	F	Faculty Return (non-instructional duty day)		1
January 9	M	Classes Begin	16	16
January 16	M	Martin Luther King Holiday		
January		Number of Days	16	16
February		Number of Days	20	20
March 6	M	Midterm		
March 20-26	M-U	Spring Break		
March		Number of Days	18	18
April		Number of Days	20	20
May 2 - 8	T-F, M	Final Exams Day		
May 1 - 4	M-R	Final Exams Night		
May 7	U	Commencement ceremony		
May 8	M	Last Day of Semester		
May		Number of Days	6	6
			<u>80</u>	<u>81</u>
<u>2017</u>		<u>Summer</u>	<u>days</u>	<u>duty days</u>
May 15	M	Faculty Return		
May 15	M	Classes Begin (Sessions A, B)		
May 29	M	Memorial Day Holiday		
May		Number of days	12	12
June 5	M	Midterm (6-week classes) (Session B)		
June 21, 22	W, R	Final Exam (Night 6-week classes) (Session B)		
June 22, 26	R, M	Final Exam (Day 6-week classes) (Session B)		
June 26	M	Last Day of Session B (6-week classes)		
June 26	M	Midterm (12-week classes) (Session A)		
June 27	T	Classes Begin (6-week classes) (Session D)		
June		Number of days	22	22
July 4	T	Independence Day		
July 18	T	Midterm (6-week classes) (Session D)		
July		Number of days	20	20
August 2,3,7	W, R, M	Final Exams (Night 12-week Classes) (Session A)		
August 7, 8	M, T	Final Exams (Day 12-week Classes) (Session A)		
August 3, 7	R, M	Final Exam (Night 6-week Classes) (Session D)		
August 7,8	M, T	Final Exam (Day 6-week Classes) (Session D)		
August 8	T	Last Day of Semester (Sessions A, C, D)		
August		Number of days	6	6
			<u>60</u>	<u>60</u>
Total number of days			220	224

**APPENDIX N**

**RECORD OF DISCIPLINARY ACTION**

Faculty Member \_\_\_\_\_

Level of Disciplinary Action \_\_\_\_\_

Date of Disciplinary Action \_\_\_\_\_

Date of Activity or Event Prompting Disciplinary Action \_\_\_\_\_

Description of Activity or Event Prompting the Disciplinary Action

(Note: For an oral warning, use form only to document the warning; do not attach additional information or documentation. For disciplinary actions above the level of oral warning, describe situation and attach additional pages or documentation as needed.)



\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

Note: The above signatures verify only that the faculty member and the administrator have discussed the disciplinary action and do not indicate the faculty member is in agreement with the action.

Copies: Faculty Member  
Faculty Member Personnel File Privacy Folder

**Appendix O-1**

**Application for Initial Credentialing**

Name \_\_\_\_\_ Department \_\_\_\_\_

Plan Start Date \_\_\_\_\_ Plan Completion Date \_\_\_\_\_

List the activities you have completed for each requirement. If an activity was not completed at Pensacola State College, you must include documentation describing the event. College course work must be accompanied by a transcript (copy) and course description.

I. New Faculty Orientation Date \_\_\_\_\_

List the specific training activities completed:

Training Activity

_____	_____
_____	_____
_____	_____
_____	_____

II. Areas Requiring Demonstration of Competence\*

A. Curriculum and Instruction

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Psychology of Learning

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Tests and Measurements

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. The Community College

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

E. Classroom Management

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

F. Learning Technologies

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

G. Issues Affecting Higher Education

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

H. Additional Training (if required)

Title or Brief Description	Clock	Date	Location
----------------------------	-------	------	----------

	Hours	(if not College)	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. New Faculty Mentoring Program

Name of Mentor \_\_\_\_\_

Mentor's Department \_\_\_\_\_

The faculty member understands that the Initial Credentialing Plan is an initial Faculty Development Plan (FDP) for the first three years of employment. A faculty member will not be eligible for continuing contract nor promotion unless all the requirements of the Initial Credentialing Plan have been met.

Faculty Member \_\_\_\_\_ Date \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Next Level Supervisor \_\_\_\_\_ Date \_\_\_\_\_

V.P. of Academic Affairs \_\_\_\_\_ Date \_\_\_\_\_

\* Supervisor's must include a justification when approving credit for prior work/experience.

## APPENDIX O-2

### FACULTY DEVELOPMENT PLAN (FDP)

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Date: \_\_\_\_\_ Expiration Date of Previous Plan: \_\_\_\_\_

Time period for which this plan applies and during which the activities must take place:

Note: FDP's are three-year plans

\_\_\_\_\_ to \_\_\_\_\_

#### I. Check the general area(s) to be pursued in the proposed FDP. (Consult Section 17.07.)

- \_\_\_\_ A. Teaching/Job Effectiveness – Includes relevant projects related to the faculty member's job but going beyond the usual routine day-to-day duties. For example, the faculty member may conduct research or carry out other projects associated with course enhancement, improvement of teaching and learning, improvement of librarian or counseling services, and improvement of other processes or products that are directly related to teaching and learning or other job functions.
  
- \_\_\_\_ B. Professional Development/Scholarly Activity – Includes workshops at the college whether serving as a participant, a presenter, or a workshop coordinator; relevant seminars, workshops, forums, and conferences sponsored by professional societies or by appropriately qualified educational organizations; relevant coursework at the college or approved coursework offered by other educational institutions; relevant publications, professional presentations, and other relevant creative work; successful completion or maintenance of professional certifications required for the position held at the college; participation in college research activities, in-field research, or other relevant educational research; participation in course development, program development, or other significant curriculum projects; or other approved professional development activities.
  
- \_\_\_\_ C. Service – Includes service to the department, college, discipline, or community, such as relevant projects and committee work in the department; relevant projects or committee work at the broader college level; volunteer work related to the faculty member's discipline such as with in-field professional organizations, uncompensated reviewing for professional journals, uncompensated reviewing of textbooks and other educational materials that are not part of the faculty member's college duties, judging in-field fairs and events; and volunteer work in the community related to the faculty member's discipline or to the broader mission of the college.

#### II. Activities to be completed for general area(s) indicated in Section I

- A. Relevant structured training (workshops, seminars, professional meetings, webcasts, coursework, etc.)



Title or Brief Description	Clock Hours	Date	Location (if not college)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Other relevant activities. Describe the activity, give the projected number of hours to be spent on the activity, estimate its benefit to the college, and state its relevance to the mission of the college.

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: The FDP Completion Report will require documentation of completion for all activities included in the FDP. Any undocumented activity will not be considered to have been completed.

\_\_\_\_\_  
Faculty Member Signature

\_\_\_\_\_  
Date

**Signatures of Administrative Approval: If changes are needed before approval is granted, the administrator will so indicate in the space for comments. If the plan is not recommended at any level in the process and if the faculty member so requests, the plan may still be forwarded to the Vice President of Academic Affairs for ultimate determination.**

**NOTE: Administrative approval of the Faculty Development Plan does not guarantee funding of the proposed activities. Any academic degree pursued while employed at Pensacola State College will require advanced administrative approval to be considered for the educational achievement incentive.**

**Immediate Supervisor**

Recommend Approval: \_\_\_\_\_  
Comments:

Do not Recommend Approval: \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**Next Level Supervisor**

Recommend Approval: \_\_\_\_\_  
Comments:

Do not Recommend Approval: \_\_\_\_\_

\_\_\_\_\_  
Next Level Supervisor Signature

\_\_\_\_\_  
Date

**Vice President of Academic Affairs**

Approved: \_\_\_\_\_  
Comments:

Not Approved: \_\_\_\_\_

\_\_\_\_\_  
Vice President,  
Academic Affairs Signature

\_\_\_\_\_  
Date

**APPENDIX P**

**INTELLECTUAL PROPERTY AGREEMENT**

Name \_\_\_\_\_ Department \_\_\_\_\_

Description of the Work Being Developed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Delivery of the Completed Work: \_\_\_\_\_

Schedule for development of the work to be delivered, with measurable benchmarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Compensation to the Faculty Member:

Total Compensation \$ \_\_\_\_\_

\_\_\_\_\_ Hours of release time for \_\_\_\_\_ (Semester, i.e. 20012)  
(Attach copy of approved release time form)

**When receiving release time, faculty member assigns all ownership and control of the work to the College unless otherwise approved by the College.**

\_\_\_\_\_ Hours of overload for \_\_\_\_\_ (Semester, i.e. 20012)  
\_\_\_\_\_ Hours per week x \_\_\_\_\_ Weeks x \_\_\_\_\_ Overload rate = \_\_\_\_\_ Compensation

\_\_\_\_\_ Hours to count toward the faculty member's Faculty Development Plan  
(Attach copy of current Faculty Development Plan)

Other Compensation (Describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Estimated Cost\* Expected to be Incurred by the College (Other than shown above):

Video Studio Time \_\_\_\_\_

Printing Costs \_\_\_\_\_

Equipment Purchase \_\_\_\_\_

Materials Purchased \_\_\_\_\_

Other Costs \_\_\_\_\_

\_\_\_\_\_

Estimated Total Cost to College \_\_\_\_\_

\*If actual costs exceed the estimates, the Administration will provide evidence for the increased costs.

Place a check by each items being developed as a part of the work. Use the codes listed below to indicate the level of ownership and control the faculty member will exercise after the acceptance of the work by the Administration.

<b>Type of Material</b>	<b>Level of Control Agreed to by Faculty Member and College</b>
___ Course Syllabus	_____
___ Course Objectives	_____
___ Course Content Outline	_____
___ Course Schedule	_____
___ Power Point Presentations	_____
___ Digital Media	_____
___ HTML Document (Web Pages)	_____
___ Computer Programs	_____
___ Course Handouts	_____
___ Problem Sets	_____
___ Problem Solutions	_____
___ Sample Exams	_____
___ Sample Exam Solutions	_____
___ Workbooks	_____
___ Course Reviews	_____
___ Study Guide	_____
___ Slides and Overheads	_____
___ Photographs	_____
___ Other (Describe)	_____
_____	_____
_____	_____
_____	_____

**C = Complete**

Complete ownership and control by the faculty member. The faculty member will determine all forms of use.

**N = None**

No ownership and control. The faculty member assigns all ownership and control of the work to the College.

**J = Joint Use**

The College owns the work, but the faculty member has first right of refusal to modifications and retains ownership and control of defined parts of the work upon termination of employment at the College.

**NM = No Modification**

The College may use, but not modify, the materials without the faculty member being given first right of refusal to modify the work.

**F = Faculty**

The faculty member will have the right of approval when other faculty members are to use all or parts of the work.

**T = Termination**

The College will have the right to use the materials after the College no longer employs the faculty member.

**MC(#) = Marketing by College (#)**

The College will have the right to market the material for sale. The percentage in parentheses indicates the percentage of gross revenues the faculty member will receive after the College's initial investment is repaid.

**MF(#) = Marketing by Faculty Member (#)**

The faculty member will have the right to market the work for sale. The percentage in parentheses indicates the percentage of gross revenues the College will receive after the College's initial investment is repaid.

**O = Other**

Describe:

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**Other Agreements Regarding the Intellectual Property:**

This agreement may be revised at any time by the mutual agreement of both the faculty member and the Administration.

The faculty member has been informed of his/her right to consult with the Faculty Association prior to the signing of this contract. \_\_\_\_\_ (Faculty member Initials)

\_\_\_\_\_  
**Faculty Member**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Head**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dean**

\_\_\_\_\_  
**Date**

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

\_\_\_\_\_  
**Vice President of Academic Affairs**

\_\_\_\_\_  
**Date**

## APPENDIX Q

### FACULTY PROMOTION CRITERIA

The promotion of a faculty member will be based upon points earned in three performance categories. Only items occurring since the last promotion may earn points. In the Teaching/Job Effectiveness category, the maximum partial score is 55 points. For each of the categories on Professional Growth and on Service, the candidate must assign a value of between 10 and 35 points such that their combined point value is 45 points for those two categories collectively. The total maximum number of points possible is 100.

#### I. TEACHING/JOB EFFECTIVENESS

MAXIMUM POINTS 55

##### A. Instructional Faculty

##### 1. Teaching/Job Effectiveness Indicators

(35 of the 55 points)

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Relates teaching to clearly identified course objectives.
- b. Is well prepared for class meetings.
- c. Maintains a positive learning climate.
- d. Encourages appropriate student participation.
- e. Presents instruction with interest and enthusiasm.
- f. Responds to students in a positive and appropriate manner.
- g. Assists students to meet course objectives during and beyond class hours.
- h. Evaluates student performance and provides appropriate, timely feedback to students.
- i. Conducts instruction in a clear and well organized manner.
- j. Contributes to review, revision, and development of departmental curriculum.
- k. Accepts additional departmental responsibilities as needed or requested.
- l. Demonstrates collegiality with colleagues.
- m. Demonstrates understanding and support of the educational mission of the department and college.

## **2. Student Perceptions**

**(20 of the 55 points)**

The following items are examples of materials which may be submitted as documentation:

- a. formal student perceptions, including computer printouts and/or written comments;
- b. letters of appreciation;
- c. teaching awards/nominations;
- d. informal student perceptions.

## **B. Library Faculty**

### **1. Teaching/Job Effectiveness Indicators**

**(35 of the 55 points)**

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Exhibits sensitivity to needs of students and patrons.
- b. Demonstrates collegiality with colleagues.
- c. Demonstrates understanding and support of the educational mission of the library and the college.
- d. Understands and accommodates needs of the department.
- e. Contributes to improving the efficiency and effectiveness of the library.
- f. Accepts additional departmental responsibilities as needed or requested.
- g. Exhibits working knowledge of current library policies and procedures.
- h. Keeps abreast of current computer operations, library\_Automation advances, and other appropriate technical skills.

### **2. Student and Patron Perceptions**

**(20 of the 55 points)**

- a. Elicits positive responses from patrons on evaluations of library services (if applicable).
- b. Elicits positive responses from students on evaluations of library courses (if applicable).



## **C. Counseling Faculty**

### **1. Teaching/Job Effectiveness Indicators**

**(35 of the 55 points)**

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Exhibits sensitivity to the needs of students, including application of the appropriate counseling style/technique.
- b. Cooperates with academic departments, faculty, secondary school personnel, and other professionals.
- c. Demonstrates collegiality with colleagues.
- d. Demonstrates understanding and support of educational mission of department and College.
- e. Understands and accommodates needs of department.
- f. Shows initiative in recruiting students.
- g. Contributes to improving the efficiency and effectiveness of student services.
- h. Accepts additional departmental responsibilities as needed or requested.
- i. Demonstrates thorough knowledge and appropriate College application of programs and academic/student services policies and procedures.
- j. Keeps abreast of current student services information resources including, but not limited to, mainframe computer operations, college and university advising software, and other such information tools.

### **2. Student Perceptions**

**(20 of the 55 points)**

- a. Elicits positive responses from students on evaluations of orientation sessions and teaching (if applicable).
- b. Elicits positive responses from students on evaluations of counseling services (if applicable).

**II. Professional Development/Scholarly Activity****10 to 35 POINTS**

The following items shall be considered indicators of professional growth in-field or in complementary fields. All items must be related either to one's duties as a faculty member at the college or to a defined college need. The weighting of the individual items within this category may vary. Only relevant items in this section must be addressed.

- a. Successful completion of courses, seminars, and workshops.
- b. Attendance at local, regional, and national meetings and conferences.
- c. Presentations at local, regional, and national meetings and conferences.
- d. Academic, literary, scientific, or technical publications.
- e. Editing, reviewing, or contributing to textbooks or other academic publications.
- f. Achieving certification in professional field.
- g. Conducting or coordinating professional workshops and seminars.
- h. Artistic performances and presentations.
- i. Membership and participation in professional organizations.
- j. Other appropriate professional growth activities.

**III. Service to the Department, College, Discipline or Community****10 to 35 POINTS**

The following items shall be considered indicators of service to the College. The weighting of the individual items within this category may vary. Only relevant items in this section must be addressed.

- a. Membership and participation on departmental or college committees.
- b. Leadership position on departmental or college committees.
- c. Participation in development of new programs, courses and major curriculum projects beyond normal job requirements and expectations included in Teaching/Job Effectiveness category I. A. 1. j. above.
- d. Coordination and/or presentation at college workshops, seminars, CEU programs, etc.
- e. Participation in recruitment activities significantly beyond the normal course of the job.

- f. Participation in departmental, college or in-field research activities.
- g. Major role in planning and implementing college events.
- h. Grant writing.
- i. Sponsorship of a student organization.
- j. Representing the College as a delegate to a state or national professional group or committee.
- k. Initiating or implementing departmental or college projects.
- l. Serving in the College's mentoring program.
- m. Registering and advising students, when not part of the faculty member's regular job.
- n. Volunteer work in the community that is related to the faculty member's discipline or the mission of the College.
- o. Membership and participation in community service organizations.
- p. Leadership position in professional organizations or community service organizations.
- q. Presentations to community groups and organizations.
- r. Judging community events relevant to the faculty member's discipline.
- s. Other appropriate service activities.

**APPENDIX R  
APPLICATION FOR PROMOTION  
Cover Page**

Name \_\_\_\_\_ Department \_\_\_\_\_

Date Joined College Full-Time \_\_\_\_\_

Year of Continuing Contract \_\_\_\_\_

Present Rank \_\_\_\_\_ Effective Date \_\_\_\_\_

Candidate for Promotion to Rank of \_\_\_\_\_

Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

I. Teaching/Job Effectiveness: \_\_\_\_\_ 55 points

II. Professional Development/Scholarly Activity: min. 10 - max. 35 points

Candidate's choice for point value\* = \_\_\_\_\_

III. Service to the Department, College, Community, and/or Discipline: min. 10 - max. 35 points

Candidate's choice for point value\* = \_\_\_\_\_

**Total Possible Points (Categories I + II + III)\* = 100 points**

\*Candidates must decide how they want to distribute point values for categories II and III within the allowed ranges given above. The total of points selected for all three categories must equal 100.

For promotion to Assistant Professor, the candidate must describe and document noteworthy service at the department level.

This is included in the Service section of my application:                    **Y    N    NA**

For promotion to Associate Professor, the candidate must describe and document significant service at both the department level and the broader college level, plus service in the discipline or in the community.

This is included in the Service section of my application:                    **Y    N    NA**

For promotion to Professor, in addition to continued significant service as required for promotion to Associate Professor, the candidate must describe and document leadership at both the department level and the broader college level, plus leadership in the discipline or in the community.

This is included in the Service section of my application:                    **Y    N    NA**

**APPENDIX S**

**SUPERVISOR'S SCORING AND RECOMMENDATION**

Faculty Member \_\_\_\_\_ Supervisor \_\_\_\_\_

I. Teaching/Job Effectiveness Indicators \_\_\_\_\_ (max 35)

Student and/or Patron Perceptions \_\_\_\_\_ (max 20)

Subtotal of points awarded by supervisor \_\_\_\_\_ (max 55)

Supervisor's explanation of points awarded in this section:

II. Professional Development/Scholarly Activity

Point value chosen for this section by the candidate (from Appendix R) \_\_\_\_\_ Points awarded for this section by the supervisor \_\_\_\_\_

Supervisor's explanation of points awarded in this section:

III. Service to the Department, College, Discipline, or Community

Point value chosen for this section by the candidate (from Appendix R) \_\_\_\_\_ Points awarded for this section by the supervisor \_\_\_\_\_

Supervisor's explanation of points awarded in this section:

Total Score by the Supervisor (Categories I + II + III) = \_\_\_\_\_

**Supervisor's Recommendation**

\_\_\_\_\_ I recommend \_\_\_\_\_ I do not recommend  
the faculty member for promotion based upon the reasons included in the narrative that  
follows.

**Supervisor's Narrative Recommendation:**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

**Next Level Supervisor's Recommendation**

\_\_\_\_\_ I agree \_\_\_\_\_ I disagree with the immediate supervisor's recommendation.

**Next Level Supervisor's Comments:**

\_\_\_\_\_  
Next Level Supervisor

\_\_\_\_\_  
Date

**APPENDIX T**

**VERIFICATION OF PROMOTION CONFERENCE**

As per Section 17.08C.6 of the Collective Bargaining Agreement, the faculty member and supervisor met on \_\_\_\_\_ and discussed the content and assessment of the faculty member’s promotion package. At that conference, the faculty member was given copies of the following materials:

1. A delineation of points assigned (Appendix S) according to the F.P.C. (Appendix Q).
2. The supervisor’s written recommendation for promotion or explanation of reasons for not recommending promotion (Appendix S).
3. Other materials (please list)

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\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

(Signing does not necessarily indicate agreement with the supervisor’s assessment or opinions, but does acknowledge that the meeting took place, discussion occurred, and materials were received.)

**APPENDIX U**

**REQUESTING OR DECLINING A GUARANTEED SUMMER ASSIGNMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_

Instructional and Library Faculty Member Request (Due by 1/15)

Requests a guaranteed summer assignment for: ____ session A (12 weeks) ____ session B (first 6 weeks) ____ session C (last 8 weeks) ____ session D (last 6 weeks)	____ Declines a guaranteed summer assignment
---	--

\_\_\_\_\_  
Instructional or Library Faculty Member Date

Immediate Supervisor Response (Due by 2/15)

- \_\_\_\_ Request Accepted as submitted
  
- \_\_\_\_ Alternate assignment available for:
  - \_\_\_\_ session A (12 weeks)
  - \_\_\_\_ session B (first 6 weeks)
  - \_\_\_\_ session C (last 8 weeks)
  - \_\_\_\_ session D (last 6 weeks)
  - \_\_\_\_ combination of sessions \_\_\_\_ and \_\_\_\_
  - \_\_\_\_ minimum total of \_\_\_\_\_ hours, schedule TBA

\_\_\_\_\_  
Immediate Supervisor Date

\_\_\_\_\_  
Dean/Vice President of Academic Affairs Date

Faculty Member Response (Due by 3/1)

- \_\_\_\_\_ Assignment Accepted
- \_\_\_\_\_ Assignment Declined

\_\_\_\_\_  
Instructional or Library Faculty Member Date



**APPENDIX U**

**REQUESTING OR DECLINING A SUMMER ASSIGNMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_

**Counseling Faculty Member Request (Due by 1/15)**

_____ Requests a guaranteed summer assignment of 120 hours to be scheduled in coordination with the 164-day contract.	_____ Declines a guaranteed summer assignment.
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\_\_\_\_\_  
Counseling Faculty Member

\_\_\_\_\_  
Date

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**Supervisor Response (Due by 2/15)**

\_\_\_\_\_ Request Accepted with 120 hours scheduled as shown on the attachment.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean/Vice President, Student Affairs

\_\_\_\_\_  
Date

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**Counseling Faculty Member Response (Due by 3/1)**

\_\_\_\_\_ Assignment Accepted

\_\_\_\_\_ Assignment Declined

\_\_\_\_\_  
Counseling Faculty Member

\_\_\_\_\_  
Date

**APPENDIX U**

**REQUESTING OVERLOAD ASSIGNMENT  
OUTSIDE OF THE FACULTY MEMBER'S DEPARTMENT**

Name \_\_\_\_\_

Date \_\_\_\_\_

Faculty Member Request (Be specific including department(s), course(s), timeframe, and benefits to the faculty member and the College).

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ Recommend Approval

\_\_\_\_\_ Recommend Disapproval (must include an explanation)

Dean \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved (must include an explanation)



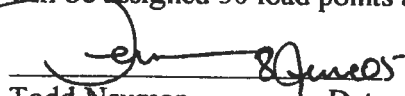


**APPENDIX W**  
**LETTERS OF AGREEMENT**


Music Ensemble Load Points

## LETTER OF AGREEMENT

This letter establishes an agreement between the Board and the Faculty Association that current faculty members teaching Ensemble Music classes will be compensated as per established departmental practice. That is, faculty members teaching Music Ensemble will be assigned 50 load points and given 10 load points of release time per contact hour.

  
\_\_\_\_\_  
Todd Neuman      Date  
Chief Negotiator, PJCFA

  
\_\_\_\_\_  
Gerald McKenzie      Date  
Chairman, PJCOT

  
\_\_\_\_\_  
Susan Morgan      Date  
President, PJCFA

  
\_\_\_\_\_  
G. Thomas Delaino      Date  
President, PJC

**RATIFICATION CERTIFICATE I**

This is to certify that this Agreement was ratified on February 11, 2016 by the members of the bargaining unit described in Article 1.

**PENSACOLA STATE COLLEGE FACULTY ASSOCIATION  
UFF-FEA-NEA**

By: \_\_\_\_\_  
Blaine Wall  
Chief Negotiator, PSCFA

By: \_\_\_\_\_  
Paige Anderson  
President, PSCFA

This is to certify that this Agreement was ratified on March 15, 2016 by the District Board of Trustees of Pensacola State College, Public Employer.

**DISTRICT BOARD OF TRUSTEES  
OF PENSACOLA STATE COLLEGE**

By: \_\_\_\_\_  
Margie Moore  
Chairperson, District Board of  
Trustees

By: \_\_\_\_\_  
Edward Meadows  
President, Pensacola State College

**RATIFICATION CERTIFICATE I**

This is to certify that this Agreement was ratified on February 11, 2016 by the members of the bargaining unit described in Article 1.

**PENSACOLA STATE COLLEGE FACULTY ASSOCIATION  
UFF-FEA-NEA**

By: Blaine Wall  
Blaine Wall  
Chief Negotiator, PSCFA

By: Paige N. Anderson  
Paige Anderson  
President, PSCFA

This is to certify that this Agreement was ratified on March 15, 2016 by the District Board of Trustees of Pensacola State College, Public Employer.

**DISTRICT BOARD OF TRUSTEES  
OF PENSACOLA STATE COLLEGE**

By: Margie Moore  
Margie Moore  
Chairperson, District Board of  
Trustees

By: Edward Meadows  
Edward Meadows  
President, Pensacola State College



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# **Agreement**

between the

**Chipola College**

**District Board of Trustees**

and the

**Chipola Faculty Association**

**2015 – 2016**

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**ARTICLE I**  
**RECOGNITION**

The parties to this Agreement are the District Board of Trustees of Chipola College (“College”) and the Chipola Faculty Association (“UFF-CFA”), the Chipola College Chapter of the United Faculty of Florida (UFF), affiliate of the Florida Education Association (FEA), the National Education Association (NEA), the American Federation of Teachers (AFT), and the AFL-CIO. The College recognizes the UFF-CFA as an employee organization and the exclusive bargaining agent for all full-time faculty, as defined by the Public Employee Relations Commission in Certification Order 8H-RC-764-4040 hereinafter collectively referred to as faculty.

The College will not, during the life of the Agreement, negotiate or make any agreement with any member of the Bargaining Unit contrary to the provisions of this Agreement.

The following document constitutes the entire agreement between the administration and faculty at Chipola College on all issues and shall supersede all previous written and oral commitments and undertakings.

**ARTICLE II**  
**GENERAL PROVISIONS**

**2.01 Nondiscrimination**

Neither the College nor the UFF-CFA shall discriminate against any faculty member for membership or non-membership in the UFF-CFA nor for reasons of race, creed, color, disability, national origin, sex, or age.

**2.02 Waiver Clause**

Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

**2.03 Controlling Clause**

This Agreement will supersede any Rules of the College which are addressed by this Agreement.

**2.04 Savings Clause**

If any provision or any application of this Agreement to any faculty member is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

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## ARTICLE III

### UFF-CFA RIGHTS

#### **3.01 Unit Integrity**

No managerial duties as defined in Florida Statute 447.203 (4) will be added to the job descriptions of faculty members for the duration of this Agreement.

Should positions or titles not currently being used be created by the College during the duration of this Agreement, the College shall use the criteria as set forth in Florida Statute 447.203 for determining their inclusion or exclusion in the bargaining unit.

Should the UFF-CFA disagree with the classification of the new position or title made by the College, the UFF-CFA may file a petition for Clarification of Bargaining Unit as provided by the Public Employee Relations Commission Act.

#### **3.02 Facilitation of Faculty Relations**

The President of the UFF-CFA or his/her designee shall be allowed to work up to three hours per week on UFF-CFA business related to this contract. Office hours of the President of the UFF-CFA or his/her designee may be scheduled during this time. With the approval of his/her immediate supervisor the UFF-CFA President or designee may use two additional hours per week to handle an emergency. Actual time involved in attendance at formal grievance hearings shall be excluded from the above.

#### **3.03 Access to Unit Members**

The UFF-CFA may place at least one notice or message on any general notice bulletin board on campus which shall be signed and dated by the UFF-CFA President. The UFF-CFA President or designee shall be granted time during faculty meetings to announce the time and location of UFF-CFA meetings.

#### **3.04 Access to Information**

The College agrees to make available to the UFF-CFA at reasonable times during duty hours of the office maintaining records, and in response to a proper written request to the College President, documentary information in the form already existent and other information legally available to any Florida citizen in accordance with Florida Statute 119. The UFF-CFA agrees to pay to the College the cost of reproduction plus actual labor costs for materials furnished, except that no labor charges will be made for existing documents. The UFF-CFA will be allowed to examine legally available documents in the office maintaining the records and, where feasible, to make its own copies without charge by the College.

#### **3.05 Mail Service**

The UFF-CFA may use the college's internal mail distribution system and access to E-mail.

#### **3.06 Members Activities**

UFF-CFA activities will not interfere in the performance of a faculty member's official duties.

#### **3.07 Addressing the Board**

The UFF-CFA will be placed on the agenda for the purpose of making announcements at each regular meeting of the District Board of Trustees. The College further agrees to place in the appropriate category of the agenda for the next meeting of the District Board of Trustees for the purpose of hearing views, matters submitted to the College President by any member of the faculty provided:

A. The request is submitted in writing at least (7) working days prior to the scheduled meeting;

B. The written request specifies the subject to be discussed;

C. The subject is not one concerning a current grievance, the enforcement or interpretation of any provision of this Agreement, or any matter currently being negotiated.

D. The subject is not one concerning matters of college administration unless it has previously been presented through proper administrative channels to the College President.

#### **3.08 Board Mail Packet**

The College agrees to supply the UFF-CFA President or designee a complete mailout packet as supplied to Board members at the same time they are mailed to said Board members.

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## ARTICLE IV

### FACULTY RIGHTS

#### **4.01 Faculty Personnel Selection**

Members of the faculty in a discipline area shall be permitted to participate in the selection of new faculty members through the use of search committees and to the extent that recommendations of the committee may be made to the President.

#### **4.02 Individual Payroll Deduction**

The College agrees to continue payroll deduction for UFF-CFA dues. In addition, the College agrees to continue and add other deductions for insurance and annuity programs as per college policy.

Exceptions to this policy may be made at the discretion of the Board. Signed authorizations must be made 30 days prior to the payroll date. The College may request an annual reaffirmation of all payroll deductions.

The College's obligation under this provision is limited to the withholding and remittance of such authorized deductions, and the individual faculty member shall hold the College harmless for legitimate errors made in any deduction.

The College shall rectify an error on the next payroll check cutting following notification of the error.

#### **4.03 Personnel Records**

Except in those cases arising in normal administrative procedures, the College shall maintain a record of all inspections of a faculty member's personnel file to inform the faculty member that his or her file has been inspected, the nature of the inspection request, and any information released.

All materials originating in a faculty member's personnel file shall be available to the faculty member at his/her request for inspection.

At the faculty member's request, a copy of any non-confidential document will be provided to him/her at actual cost of reproduction. If the faculty member disagrees with the contents of any material in his/her file which originated within the College, he/she has the right to attach an answer to the original document, and have the answer reviewed by all individuals available at the college who reviewed the original document.

#### **4.04 Office Security**

The College will provide office security for faculty members at the present level of service. Access to a faculty member's desk and office files by the President or designee shall be limited to emergency circumstances in which it is necessary for administrators to secure records such as duty schedule forms, grade books, and class rolls at such time as the faculty member is absent.

#### **4.05 Outside Employment**

The President or designee shall be informed of any outside employment.

No faculty member shall claim to be an official college representative in connection with any outside employment or business interests.

Faculty members who have outside employment shall not conduct such business during duty hours nor use any college equipment or supplies for such purposes.

#### **4.06 Consultant Fees**

Consultant fees earned by an individual faculty member shall be retained by the faculty member provided he/she was on a duly authorized leave status or outside contract hours when the fees were earned, provided that there shall be no conflict of interest between the employment from which such fees are earned and the faculty member's contractual responsibility to the College. If the consulting duties do not pay per diem and travel expenses, per diem and travel may be paid by the College when recommended by the President or his designee. Consultant's fees earned while a faculty member is not on duly authorized leave status shall be the property of the College unless the faculty member elects to request personal leave without compensation for the time involved in earning the consultant fees.

#### **4.07 Royalties**

Faculty may procure copyrights and patents, and receive the royalties resulting therefrom, provided that (1) the idea came from the faculty member, (2) the products were the results of the faculty member's independent labors, and (3) the College was not held responsible for any opinions expressed therein.

If the products were in any way supported by College funds, personnel, facilities, equipment, or materials, the faculty member shall report to the President the faculty member's interest in having the product copyrighted or patented. Within twenty (20) days after receiving such report, the President will inform the faculty member whether the College seeks an interest in the copyright or patent.

A written contract shall thereafter be negotiated between the College and faculty member(s) involved to reflect the interest of both parties. All such agreements shall conform to and satisfy any pre-existing commitments to outside sponsoring agencies, but the faculty member shall not commit any act which deprives the College of any vested interest in the copyright or patent.

#### **4.08 Legal Counsel**

If a faculty member is accused or sued as a result of an action taken while in pursuit of his/her assigned duties, and if the President and College determine that the actions by the faculty member(s) are justifiable and in the line of duty, legal assistance will be provided by the College. However, any financial assistance, or the extent thereof, provided by the College beyond the initial judicial determination shall be

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determined solely by the College.

**4.09 Non-College Activities**

The College shall be concerned with non-college activities of a faculty member only when such activities interfere with the discharge of his/her duties. Faculty who have been arrested or convicted of a crime are required to notify the Human Resources Department of their status within two working days of the arrest or conviction.

**4.10 Academic Freedom**

It is the policy of the College and the UFF-CFA to maintain and encourage academic freedom. In the exercise of this freedom, the faculty shall be free to discuss fully his or her own subjects frankly and forthrightly and to engage freely in scholarly and creative activity and publish the results. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's own subjects and to be mindful of community and professional standards.

Each faculty member shall encourage the student to study varying points of view and respect the student's right to form his/her judgment.

**4.11 Credit Information**

In response to an official written request by an appropriate, recognized lending institution or credit bureau, and signed by the faculty member, the President or his designee is authorized to give information about faculty members.

In no case shall the President or designee give any opinion as to the character of the faculty member concerned or reveal anything of a confidential nature unless authorized to do so in writing by the faculty member involved.

**4.12 Program Grants**

The College encourages faculty members to seek grants leading toward the improvement of instruction.

Grant applications shall be made after the approval of the President or his/her designee. The President or designee will designate the person(s) to implement successful grant proposals. Faculty who participate in the development of a successful grant proposal will be invited by the President or designee to participate in the administration of grant funds in ways that are consistent with the provisions of this Agreement.

**4.13 Faculty Security**

The College will provide campus security patrol for the majority of days that day and night classes are held.

**ARTICLE V**

**MANAGEMENT RIGHTS**

**5.01 Management College Rights**

The College shall have the unilateral right to:

- A. Determine the purpose of each of its organizational units;
- B. Set standards of services to be offered to the public;
- C. Exercise control and discretion over its organization and operations;
- D. Direct faculty members;
- E. Take disciplinary action for proper cause.

The College agrees that in exercising the above unilateral rights that it will not violate other express terms and conditions of the agreement. The College retains and reserves to itself all rights, powers, and authority vested in it whether exercised or not.

**5.02 College's Access**

Nothing shall be construed to prevent the College or its representative(s) from meeting with any person or organization to hear views on any matters, provided no action is taken that is contrary to the provisions of this Agreement.



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## ARTICLE VI

### FACULTY WORKING CONDITIONS

#### 6.01 Faculty Contracts

##### **A. Base Contracts**

The basic contract for faculty employment shall be for 198 days, including two semesters and one summer term.

##### **B. Special Contracts**

Employment for a second summer session may be offered to faculty members when need is determined by the College President or his designee.

A faculty member not desirous of teaching a summer term may negotiate a base contract for the fall and spring semester or may be granted leave, without compensation, for the summer term.

#### 6.02 Teaching Load and Points

To reach 72 points faculty members may be assigned classes totaling 30 points per semester and 12 points for a summer session.

#### *College Credit Courses*

##### **A. Credit Hour Points-**

One point shall be assigned for each semester or credit hour per week per semester except for special point constraints.

##### **B. Contact Hour Points-**

One point shall be assigned for each teacher contact hour per week per semester for all academic courses and one point shall be assigned for each 15 teacher contact hours per term for all other courses, except for special provisions provided elsewhere in this article.

##### **C. Rounding-**

The total number of points per class shall be rounded to the nearest whole number.

##### **D. Low or High Point Loads-**

1. Any faculty member assigned a teaching load which totals fewer than 28 points may be assigned equivalent non-teaching professional duties to make his/her points total not fewer than 28.

2. Any course which is added to a faculty member's regular load of 28, 29, 30, 31 or 32 points shall count toward the 72 points.

##### **E. Oversize Class Points-**

When excessive enrollment makes extra classes necessary the Director/Dean may allow the class enrollment to exceed the limits by five students except in Gordon Rule classes which shall be 3 students and both shall be subject to room limitations and technology requirements.

For each additional student beyond the established class limits, the faculty member will receive a one-fourth class

size point and it will be paid at \$250 per point.

##### **F. Prep Points-**

One point shall be assigned for each academic class and/or science lab, of at least one credit hour over three preparations that are assigned as part of the regular teaching load. Courses which are inclusive of class and lab points shall only be counted once for prep points.

##### **G. Point Constraints-**

1. When two courses meet at the same time, the number of semester and clock hours will be counted only once.

2. All one and two semester hour applied music courses involving one and two lessons per week shall be counted only once for semester hours credit. For example, both a first and a second year one-semester-hour course, and one or two semester hour courses involving more than one instrument shall count as single courses.

3. When an instructor teaches a course which combines the lecture and laboratory credit, the lecture instructor will receive, for load purposes, the credit value equal to lecture contact per week and the laboratory instructor will receive the remaining credit value plus the laboratory contact in his teaching load. If additional labs are assigned beyond one per course the additional labs will carry the same point value as the first lab.

4. One point shall be assigned for each Gordon Rule writing course in addition to credit hour and contact hour points.

5. One semester hour Gordon Rule writing courses which are Distance Learning/Independent Study courses will be paid at \$75.00 per student.

6. When a faculty member is assigned the supervision and evaluation of student teachers in an internship course, the faculty member shall be assigned one (1) contact hour point in addition to the credit hour points.

##### **H. Summer Term(s) Points-**

1. A total of 12 points will be considered as a full-time load for summer terms.

2. If a faculty member accumulates extra points by teaching extra courses during the fall and spring terms, he/she can fulfill the summer obligation completely or proportionately.

3. Full-time teaching faculty who accept or are assigned (see 6.02 H 4) a second summer term of employment (an assignment of an additional class(es) beyond 72 points) will be employed under the following conditions:

a. The following formula will be used to calculate the faculty member's salary:

Total points divided by 24=A

A X # days in term divided by # days in contract=B

B X yearly salary = amount of gross pay

b. The following formula would be used to calculate the faculty member's (except Nursing faculty) total number of hours on campus:

Total points divided by 24=A

A x 30 hours (hrs. per week in a summer term)=Total hours on campus

The total number of hours on campus for nursing faculty shall

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be equal to the scheduled hours of assigned classes, labs/clinicals.

4. Faculty members can be assigned an overload class every third academic year provided these points count toward the 72-point total. A voluntary overload does not count toward satisfying this stipulation.

5. A faculty member who has otherwise fulfilled his/her annual point obligation may not be assigned classroom teaching duties without his/her consent.

#### **I. Clock Hour or Credit Hour Courses**

1. One point will be assigned for each clock hour of instruction per week.

2. A total of 30 points will be considered as a full-time load, and faculty members with fewer than 30 points will be considered part-time unless non-teaching professional duties are assigned in lieu of teaching.

#### **6.03 Substitution**

A faculty member who teaches another faculty member's class or laboratory and substitutes for the entire class or laboratory period shall receive substitute pay based upon the hourly rate for substitutes if extra hours are scheduled for that week.

If a full-time faculty member substitutes for more than six consecutive class periods for another faculty member, compensation will be computed at the rate for overload pay, as per 12.07 and that rate will be paid retroactively beginning with the first day of substitution.

Substitute pay will not be paid during exam week unless the regular teacher is on leave and the substitute is in charge.

#### **6.04 Extracurricular Activities**

Extracurricular activities are defined as duties assigned by the College President or designee associated with the sponsorship or supervision of student activities or assisting at sports events and occurring at a time other than the normal duty hours of the faculty member.

If faculty members accept such extracurricular duties in addition to their regular load, except as a part of assigned duties for which a supplement is paid, they shall be reimbursed for the time spent performing assigned extracurricular duties at the substitute rate of pay unless they voluntarily perform them.

Any faculty member may voluntarily perform extracurricular duties without pay.

#### **6.05 Class Scheduling**

The Public Employer is responsible for scheduling classes, provided:

No regularly scheduled college credit or clockhour class meets earlier than 7:00 A.M. An instructor agreeing to teach a 7:00 A.M. class will not be assigned a night class on the same day without his/her permission.

An individual faculty member's classes shall be scheduled within a continuous eight hours within any given

day, exclusive of night classes and overload classes. A faculty member shall not be required to teach a class without 11 hours of elapsed time between the end of the last class of the day and the beginning of the next day, except when the night class has been scheduled as an overload.

Full-time, non-workforce faculty will only teach more than four classes in direct succession if they are asked and they agree to do so.

#### **6.06 Duty Schedule**

Duty hours may be at the faculty member's discretion, subject to the following:

##### **A. Prior to Beginning of Classes**

Each semester the duty hours for faculty members shall be seven hours per day from 8:00 A.M. until 4:00 P.M.

##### **B. During Final Examinations**

For the Fall and Spring Semesters the working hours of the faculty members will be adjusted so as to meet the hours necessary for the final examination schedule.

##### **C. Fall and Spring Semester**

Faculty members shall schedule duty hours between 6:30 A.M. and 5:30 P.M., Monday through Friday, unless a night class is scheduled.

##### **D. Summer Session**

Duty hours shall be scheduled between 6:30 A.M. and 5:30 P.M., Monday through Thursday.

##### **E. Faculty Schedule Form**

Faculty members shall complete a faculty schedule form for each semester and/or session subject to the approval of the College President or designee, and shall maintain teaching and/or office hours as scheduled.

The faculty schedule will show a minimum of ten office hours and a total of class, office and on-campus hours of 30 during the Fall and Spring Semesters and summer sessions except as noted in 6.06A and 6.02H.3b. A copy of the faculty schedule form shall be posted on the faculty member's office door and a copy turned in to the immediate supervisor, Director/Dean. It is also agreed that faculty may record comments in the Remarks Column of the Faculty Schedule Form to note off-campus activities that are official college business.

Faculty and department meetings are mandatory, and attendance is required regardless of 30 hour duty schedule.

##### **F. Schedule Approval**

The faculty schedule is subject to the approval of the College President or designee.

Full-time faculty members shall have working hours during the fall, spring and one summer term as follows:

1. A total of 30 hours per week in the fall and spring semesters and during the summer terms shall be scheduled on campus for both teaching and nonteaching duties; however, faculty members assigned off-campus teaching duties as a part of their regular load may count the teaching or non-teaching

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hours and transportation time involved toward the duty hours referred to above.

2. With approval of the Senior Vice President of Instruction a faculty member may when appropriate, fulfill his/her responsibilities during off campus hours.

### **6.07 Classroom Authority**

#### **A. Classroom Observation**

Observation of a faculty member's class by persons other than administrative or supervisory personnel, peer evaluators, accreditation team members or state department of education officials shall be made only with the consent of the instructor.

#### **B. Assault or Threat**

A faculty member is entitled to protect himself/herself from attack and to prevent injury to another. Any work-connected case of assault or threat upon a faculty member shall be promptly reported to the College President or designee. For the extent to which legal counsel may or may not be provided, see 4.08.

#### **C. Class Disruptions**

A faculty member may temporarily dismiss a student from class for good cause, not to exceed one class period. A faculty member will request of the College President or his designee the removal from class of any student who consistently and willfully acts in such a manner as to disrupt the class and/or to interfere with other students. The College President may, for good cause, refuse to honor the faculty member's request.

#### **D. Assigning Grades**

Faculty members will assign a student's final grade in each class at the end of each session. Only a student may request a review of his/her grade(s) for a possible grade change. Such requests must be made to the faculty member involved except when a faculty member is not on campus, the student may make the request to the faculty member's supervisor who will notify the faculty member to contact the student.

### **6.08 Faculty Amenities and Safety**

Classroom temperatures that are comfortable and conducive to learning (65-79 degrees) shall be maintained. Otherwise classes may be moved or dismissed with permission of the appropriate administrator.

The employer will insure designated faculty parking.

The Public Employer will continue to provide faculty lounges and telephone service.

The faculty may hang paintings, photographs, prints and diplomas on their walls.

The employer will ensure that all teachers can keep attendance and grades electronically in order to facilitate forwarding attendance records and averaging grades.

The Public Employer will provide safe facilities and safely equipment and periodically review facility and safety equipment needs at the request of faculty and/or supervisory personnel.

Faculty will supervise student work and provide clear directions to insure safety in classrooms, laboratories, and shops.

The Public Employer will investigate reported unsafe facilities and equipment and correct any deficiencies.

### **6.09 Compensatory Time**

Compensatory time shall not be earned or used. All accrued compensatory leave balances convert to zero effective upon signing of this agreement.

## **ARTICLE VII**

### **COMMITTEES**

Faculty members shall serve on standing committees as per Governance Council Bylaws.

The College President will appoint committee members without regard to UFF-CFA membership.

Faculty representation shall not be reduced below 2009-2010 levels which are:

Admissions – 3  
Instructional Resources – 8  
Safety – 2  
Alumni/Homecoming – 4  
Calendar – 4  
Catalog/Class Schedule – 2  
Facilities and Grounds Enhancement – 1  
Faculty/Administrator/Other Professional Awards – 3  
Staff and Program Development – 8  
Student Appeals/Grievance – 3  
Student Disciplinary -2  
Student Residence Hall – 2  
Theatre - 7

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## ARTICLE VIII

### EVALUATION OF FACULTY

#### 8.01 Evaluation Objectives

The evaluation process is designed to improve the quality of teaching or service performed by the faculty and is not to be used as a punitive measure.

However, evaluation results may be used for decisions related to non-renewal of annual contract, suspension, dismissal or return to annual contract. Furthermore, the evaluation process should include every aspect of the faculty member's work assignment and should include information from as many aspects as possible.

The faculty member, at his/her request, may have copies of any document included in his/her evaluation files.

The evaluation form entitled "Administrator's Evaluation of Faculty Member" shall be used and may not be changed without the consent of UFF-CFA.

#### 8.02 Administrative Evaluation

1. Each faculty member shall be formally observed in the classroom, laboratory, and/or shop a minimum of one time during the Fall or Spring semesters (unless the observation is mutually waived) as one component of the evaluation process. Additional formal classroom, laboratory, or shop observation of a faculty member may be conducted at other times at the request of the faculty member or at the discretion of the evaluator.

2. The evaluator and faculty member will determine a specific date for the observation unless the faculty member prefers not to establish such a date. In such case, the evaluator should specify a three-week time period during which the classroom or laboratory observation will be conducted.

3. At the request of the faculty member or the evaluator, a pre-evaluation conference may be held between the evaluator and the faculty member before the formal classroom or laboratory observation so that the faculty member may be apprised of evaluation procedures and methods. During this conference the faculty member shall apprise the evaluator of the goals, specific objectives, and desired outcomes of his/her course(s) and/or the specific class meetings to be observed.

4. A signed copy of each evaluation form shall be given to the faculty member at a post-evaluation conference.

5. A faculty member may have objections and supporting documents to the evaluation placed in the personnel file. The rebuttal shall be signed by the evaluator to indicate awareness of its contents.

6. Faculty members will be entitled to have a UFF-CFA representative present during the pre-evaluation and post-evaluation conferences described in items 3 and 4 above.

#### 8.03 Student Evaluation

Each faculty member will be evaluated online by students using Appendix B in all classes each semester,

beginning no earlier than the mid-point of the course. The summer sessions may be excluded.

Instructions for completion will be given by the supervising administrator or designee.

Results will be reviewed by the supervising administrator and faculty member as one component of the evaluation process. No personnel decisions will be based solely on student evaluations or anonymous student comments.

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**ARTICLE IX**

**GRIEVANCE PROCEDURES**

**AND ARBITRATION**

**9.01 Definitions**

**Grievance-** Any claim by the UFF-CFA or a faculty member that there has been a violation, misinterpretation, or misapplication of this Agreement shall be a grievance.

**Aggrieved Person or Party (UFF-CFA)-** The person, persons, or Association making the claim.

**Immediate Supervisor-** The person in the chain of authority to whom the faculty member is primarily responsible.

**Days-** Work days in accordance with the college calendar.

**9.02 General Provisions**

***Representation***

The UFF-CFA shall be allowed to appoint at least one Association representative to be present for all hearings, appeals, or other proceedings relative to any grievance. No faculty member may be required to discuss any grievance if the UFF-CFA's representative is not present.

The UFF-CFA will be notified in advance of all grievance proceedings.

Adjustment will be consistent with the terms of this Agreement.

***Procedure***

In the event that an aggrieved person or party believes there is a basis for a grievance, he/she shall discuss the alleged grievance with the immediate supervisor within 30 days following the act or omission giving rise thereto, or the date on which the aggrieved person or party should have known of such act or omission if the date is later.

Should the immediate supervisor of the aggrieved person be the subject of the grievance, the aggrieved person should request a meeting with the supervisor's supervisor.

If through the informal discussion the aggrieved person or party is not satisfied with the disposition or no disposition is made within three days after the discussion, the aggrieved person or party may invoke the formal grievance procedure at Level I.

Appeals from one level to the next shall be filed within ten days following the expiration of time limits established for disposition at each level.

**9.03 Implementation of Grievance Procedure**

***Level I***

A formal, written grievance must be filed on the Official Grievance Form (Appendix F) and submitted to the immediate supervisor. Within five days of the receipt of the grievance, the immediate supervisor shall indicate the disposition of the grievance in writing on said form with

distribution as indicated on the form.

***Level II***

If the aggrieved person or party is not satisfied with the Level I disposition, or if no disposition is made within five days of receipt of the grievance, the aggrieved person or party may appeal the grievance in writing to the appropriate Dean or Administrative Officer. The appropriate Dean or Administrative Officer has five days from the receipt of the grievance to indicate to the aggrieved person the disposition of the grievance in writing on the specified form.

***Level III***

If the aggrieved person or party is not satisfied with the Level II disposition or if no disposition is made within five days after the appropriate Dean or Administrative Officer received the grievance, the grievance may be appealed in writing to the President. Within five days the President shall meet with the aggrieved person or party and shall indicate the disposition of the grievance in writing to the aggrieved person or party within five days after said meeting.

***Level IV***

If the aggrieved person or party is not satisfied with the Level Three disposition, or if no disposition is made within five days after the President received the grievance, the aggrieved person or party may submit the grievance to final and binding arbitration.

**9.04 Time Limits**

The time limits provided in this article shall be strictly observed, but may be extended by mutual agreement of both parties. Whenever illness or other incapacity of the aggrieved, or other party to the proceedings intrudes, the time limits shall be extended. When such grievance meetings and conferences are held during duty hours, each employee whose presence is required shall be excused, with pay, for that purpose.

**9.05 Class Grievance**

A class grievance is a grievance involving two or more faculty members and two or more supervisory or managerial personnel from separate organizational units at the same administrative level, provided, however, that a grievance involving only two or more faculty members and the College President shall also be considered as a class grievance. The time limitations shown in **Level I** shall apply to class grievances.

The UFF-CFA shall have the right to initiate class grievances at **Level III**, provided, however, that the parties attempt to resolve the grievance informally as outlined in **Level I** prior to the initiation of the formal procedure outlined in **Level III**.

**9.06 Request for Arbitration**

Any arbitrable grievance which remains unresolved after having been fully and timely processed through the grievance procedure contained in this Agreement, and which involves the interpretation and application of an express

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provision(s) of this Agreement, may be submitted to arbitration upon the written request of the Association or an individual faculty member to the College President or designee, provided, however, that such written request to arbitrate is received by the College President or designee within 30 days after receipt by the UFF-CFA of the College President's or designee's written decision at **Level III** of the Grievance Procedure of the Agreement or within 20 days of the College President's or designee's failure to render a written decision.

#### **9.07 Acts or Omissions Subject to Arbitration**

Only those acts or omissions identified at **Level III** of the grievance procedure contained in this Agreement may be considered for arbitration under this article.

#### **9.08 Selection of Arbitrator**

If, within five days of the receipt by the College President of the request for arbitration, the College and the UFF-CFA or the individual faculty member are unable to mutually agree on an arbitrator, the parties shall jointly request, in writing, from the Federal Mediation and Conciliation Service, a panel of five Florida arbitrators, all of whom must hold membership in the National Academy of Arbitrators.

The UFF-CFA or the individual faculty member shall strike the first name from the panel; the College shall strike the second name; the UFF-CFA or the individual faculty member shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator; and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

The order of striking names outlined above shall be reversed for alternate grievances.

#### **9.09 Place of Arbitration Hearings**

The arbitrator shall hold the hearings in the City of Marianna, Florida, unless otherwise agreed to by both parties.

#### **9.10 Costs of Arbitration**

The costs of arbitration, including court reporter charges, are to be equally borne by the College and the UFF-CFA or the individual faculty member; however, expenses for witnesses shall be borne by the party calling them.

#### **9.11 Limitations of Arbitrator**

The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. The arbitrator shall not have the power to abridge or curtail any rights reserved to the College in this Agreement.

Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.

The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

#### **9.12 Arbitration Proceedings**

In any proceeding the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendations to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at the time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Florida Statutes, Chapter 682.03.

#### **9.13 Precedent**

No grievance resolved at **Levels I, II or III** shall constitute a precedent for any purpose unless agreed to in writing by the College President or designee and the UFF-CFA acting through its President or designee.

#### **9.14 Retroactivity**

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the grievance was initially filed in accordance with the Grievance Procedure of the Agreement or the date on which the act or omission occurred, whichever is earlier; provided, however, that in no case will an award be made for an act or omission occurring before the effective date of this Agreement.

#### **9.15 Pendency**

The filing or pendency of any grievance or of arbitration proceedings shall not impede, preclude, or delay the College from taking the action under consideration. In no event shall any faculty, as a result of a pending grievance, receive compensation following cessation of employment.

#### **9.16 Consolidation of Arbitrable Grievance**

An arbitrator may hear no more than one arbitrable grievance at a time; provided, however, that arbitrable grievances arising out of common factual situations and involving the interpretation or application of common provisions of this Agreement may be consolidated for presentation to one arbitrator if mutually agreed to in writing by the College President or designee and the UFF-CFA.

#### **9.17 Decision of Arbitrator**

The decision or award of the arbitrator shall be final and binding upon the College, the UFF-CFA, and the grievant(s), and shall constitute a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, Chapter 120.

Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida

When an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator; however, if the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate action.

An arbitrator may award back salary where the arbitrator determines that the grievant is not receiving the appropriate salary from the College; however, the arbitrator shall make no awards or judgments beyond the terms of this Agreement.

#### **9.18 Withdrawal of Request to Arbitrate**

The UFF-CFA or the individual faculty member shall have the right to withdraw the request to arbitrate at any time prior to an arbitration hearing. However, the UFF-CFA or the individual faculty member shall have the right to refile a grievance or request to arbitrate that has been withdrawn as provided herein.

#### **9.19 Reprisal**

No reprisals of any kind will be taken by the Administration or Board, or UFF-CFA against any faculty member because of his participation in this grievance procedure. All documents, communications and records dealing with the proceedings of a grievance will be filed separately from the personnel file of the participant. The UFF-CFA representative may review material from the grievant's personnel and grievance file only after obtaining written consent from the grievant involved.

#### **9.20 Exclusive Jurisdiction**

An arbitration will be deemed withdrawn if the grievant submits the same issue to any other court or administrative agency or process for action.

## **ARTICLE X**

### **PROFESSORIAL RANK PROCEDURES**

#### **10.01 Promotions**

The instructional faculty shall hold ranks of Instructor, Assistant Professor, Associate Professor, or Professor.

##### **A. General Considerations**

1. The primary criteria for promotion shall be scholarship, service, and teaching effectiveness.

2. Promotion to a higher professorial rank shall be awarded in order to recognize a faculty member's scholarship, service and effectiveness as a teacher.

3. Professorial rank of faculty members employed prior to August 1, 2005 shall be based on education and years of experience as per Appendix C. After initial assignment faculty members employed prior to August 1, 2005 and on continuing contract shall be eligible to apply for the next rank after completion of two years of service (2005-06 and 2006-07). For these faculty members, eligibility for further rank shall be as per Appendix D with 2007-08 being the first year of experience recognized for further advancement.

4. A new faculty member with an earned doctorate shall be employed as an Assistant Professor. A new faculty member without an earned doctorate degree shall be employed at the rank of Instructor. A faculty member previously employed by the College and who had been granted continuing contract status shall be reinstated at the professorial rank at the same level as existed upon separation from employment.

5. Instructors, Assistant Professors, and Associate Professors shall be eligible to apply for promotion to the next higher professorial rank as indicated in Appendix D.

6. An advancement in degree rank based on Article XII, 12.02 and 12.03 in the CFA Contract shall not result in the assignment of a higher professorial rank except in the attainment of an earned doctorate. In such case the professorial rank of Assistant Professor shall be assigned. In all other cases the professorial rank currently assigned shall remain in effect until such time as the faculty member applies for promotion as per these guidelines. Further promotions in professorial rank shall be as per Appendix D.

7. Faculty members shall be eligible for consideration for promotion only after all years of experience have been served in the prior rank except where indicated in #6. Recognized experience shall be full-time teaching experience at Chipola College. A year of experience will run from August to August. However, a faculty member who begins his or her employment during the Fall term of an academic year shall be credited with having served a full year in rank for purposes of the promotion process.

8. Changes in professorial rank shall not be made before the faculty member has earned continuing contract. Promotion

and continuing contract can, however, be awarded simultaneously.

**B. Promotion Process**

1. Faculty members who desire to apply for promotion shall contact the Human Resources Department to determine eligibility and request an application.

2. On or before February 1 of each year, each faculty member who is eligible for and desires promotion may submit a written application for promotion together with appropriate documentation to his or her department director and the Office of Human Resources. The College’s official promotion application form (Appendix E) must be used. The complete promotion application package shall not exceed a total of fifteen (15) letter size single-sided pages. The documentation shall address scholarship, service and teaching effectiveness. All of the materials submitted shall remain the property of the College.

3. Following the deadline date for submission of faculty promotion application and materials, the promotion process shall proceed according to the order and dates contained in the Promotion Process Chart listed in B. 9 of this article.

4. At Level I of the promotion process, each department director shall review all promotion applications and materials submitted to his or her office. Each department director may provide a written recommendation, to be attached to the application, if he so chooses. Each department director shall consult with the chair of the Faculty Promotion Committee to advise him of department applicants and shall forward all application packages to the chair.

Level	Office/Committee	Forwarding/ Completion Date
Level I	Department Directors	March 1
Level II	Faculty Promotion Committee	March 15
Level III	Vice President of Instruction and Student Services	April 1
Level IV	President	April 30
Level V	Human Resources, Promotion Recipient, Administrative and Faculty Employees, and Public Relations	May 7

5. At Level II, not more than two weeks after the department director forwards the promotion materials to the Faculty Promotion Committee, the committee shall invite each applicant to discuss privately the content and assessment of his or her promotion materials, including the applicant’s strengths and areas in which the faculty member has excelled in scholarship, service and teaching effectiveness. If the faculty member chooses not to meet with the committee, he or she shall

provide a written statement to that effect to be included in the packet. If the faculty member declines the conference and fails to provide such written notice, the committee shall still be considered to have met its obligation regarding the promotion conference.

Before this conference the faculty member shall be given a copy of the completed application and any other material added to the packet since it was submitted by the faculty member.

At the conclusion of the conference, the committee and faculty member will complete the application. The signed copy of the application form shall then be forwarded to the next level along with the faculty member’s entire application package and the Faculty Promotion Committee’s recommendation. Should the faculty member decline to sign acknowledging that the conference was held, the application is deemed to be withdrawn.

6. The Faculty Promotion Committee shall provide a written narrative explaining the process used to assess the promotion materials and shall submit the justifications and application packets with their recommendations to the Vice President of Instruction and Student Services by the date specified in the Promotion Process Chart.

7. At Level III the Vice President of Instruction and Student Services shall review the entire process for compliance. After reviewing all materials submitted and verifying that the process was followed, the Vice President of Instruction and Student Services will forward the committee’s recommendation and all application materials to the President by the date specified in the promotion process.

8. At Level IV, upon approval of promotions by the President of the college, and not later than May 7th, the Human Resources Department shall send to the Administrative Council, faculty members, and the President of the Chipola Faculty UFF-CFA a listing of those who were promoted. Concurrently, each applicant shall be sent a letter from the Human Resources Department, on the same day by the same means of delivery, indicating the outcome of his or her promotion application. One week following the mailing of the letters to the promotion applicants, a listing of those receiving promotions shall be forwarded to the Public Relations Office for publication in Chipola This Week.

9. Promotion Process Chart



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C. Faculty Promotion Committee

1. The Faculty Promotion Committee shall consist of 7 full-time faculty members chosen annually by the CFA. All shall hold the rank of at least Assistant Professor. If qualified by rank, the President of CFA will be designated as the Chair.

2. Committee members shall serve from March 1 to May 7.

3. Promotion will be awarded based on a recorded majority vote of the committee subject to the approval of the President. Written justification will be forwarded with the application materials and a recommendation of approval or rejection.

4. The Chair of the Committee shall vote only to break a tie.

## ARTICLE XI

### LEAVE AND TEMPORARY

#### ASSIGNMENT OF DUTY

##### 11.01 General Information

Leave of Absence is defined as permission for a faculty member to be absent from duty for a specified time with the right of returning to employment without prejudice on expiration of the leave. Leave must be officially granted in advance, and no action purporting to grant leave retroactively shall be recognized. Leave for sickness or other personal leave for emergencies may be deemed to be granted in advance if prompt report is made to the College President or his designee.

Leave may be with or without pay as provided by law and this article.

Any faculty member willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge or forfeiture of tenure and all other rights and privileges as provided by State Board of Education Rules and Law.

##### 11.02 Temporary Duty

Temporary duty may be approved for faculty members who may be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses and workshops. Temporary duty with compensation for attendance at workshops without regard for outside interests of faculty may be allowed. Such assignment to temporary duty will be initiated by the College President or designee and be for the benefit of the College. Employees will receive their regular pay and may be allowed expenses as provided by law and rules of the State Board of Education and District Board of Trustees.

Such temporary duty shall be considered equal to the regular duties of the individual and employees performing such assigned temporary duties shall be considered to be on temporary duty leave. Employees may not be allowed temporary duty leave for the purpose of improving rank or renewing certificates. No employee can be paid twice for the same time by state funds.

##### 11.03 Sick Leave

Each faculty member who is unable to perform his/her duty at the college because of illness (including alcoholism, provided, however, that the inclusion of alcoholism or any other term as an "illness" shall in no way limit the disciplinary authority granted to the College by law, State Board rule, or policy adopted by the Board of Trustees), or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household, or maternity/paternity and consequently has to be absent from

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his/her work shall be granted leave of absence for sickness by the College President or designee provided the faculty member has accrued sick leave to cover the period of absence.

**A. Extent of Leave with Compensation**

1. Each faculty member shall earn one day of sick leave with compensation for each calendar month or major portion of a calendar month of service, not to exceed 12 days for each fiscal year, provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such leave shall be cumulative from year to year.

2. Fifty-four hours of sick leave will be credited to each full-time faculty member's leave record on the first day of the contract. Upon termination of employment, the employee's final compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation shall not exceed the days of earned sick leave as provided herein.

Sick leave, at the rate of one day per month or major fraction thereof, for summer employment will be posted to the full-time members leave record each month after the leave has been earned.

3. A faculty member shall be granted up to four days leave for personal reasons per fiscal year; provided, however, that such absences shall be charged only to accrued sick leave; and provided, further, that such leave shall be non-cumulative. Such leave shall be approved by the College President or his designee upon application by the faculty member.

4. See Article XII for provisions governing payment of accumulated sick leave upon retirement or death.

**B. Claims**

Any faculty member who finds it necessary to be absent from his/her duties because of illness, as defined in this provision, shall notify the College President or his designee if possible before the opening of the College day on which he/she must be absent, or during that day except for emergency reasons recognized by the College as valid.

Any faculty member shall, before claiming and receiving compensation for the time absent from his/her duties because of sick leave as prescribed in this section, make and file a written certificate which shall set forth the day or days absent, that such absence was necessary, and that he/she is entitled or not entitled to receive pay for such absence in accordance with the provision of this section, provided, however, that the College may require a certificate of illness from a licensed physician or from the county health officer to substantiate such claim.

**C. Compensation**

Any faculty member having unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave, provided that no compensation may be allowed beyond that provided for in this provision.

**D. Sick Leave Pool**

Notwithstanding any other provision of this section the Board establishes a rule whereby full-time employees may use leave from a pool in excess of the amount he/she has personally

accrued. Provisions may be obtained from the Human Resources Office.

**11.04 Military Leave**

Military leave shall be granted to a faculty member who is required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or the National Guard.

A faculty member granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice, provided an application for re-employment is filed within six months following the date of discharge or release from active military duty.

Following the receipt of the application for re-employment, the College shall have a reasonable time, not to exceed six months, to reassign the faculty member to duty at the college. Military leave shall be counted as years of service for a maximum of four years, but not as years of service toward a continuing contract.

**11.05 Personal Leave Without Pay**

A faculty member may be granted personal leave without pay at the discretion of the College President and at times and under conditions that will cause minimum disruption to operations of the College.

**11.06 Illness-in-Line-of-Duty Leave**

Any faculty member shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of any contagious or infectious disease contracted in connection with duty assignments. The following requirements shall be observed:

**A. Duration of Leave and Compensation**

Leave of any such faculty member shall be authorized for a total not to exceed ten duty days during any college fiscal year for illness contracted from such causes as described above.

**B. Claims**

Any faculty member who has any claim for compensation while absent because of illness contracted or injury incurred, as prescribed herein, shall file a claim in the manner prescribed in Section 6A-14.453, State Board of Education Rules, by the end of each month during which such absences have occurred.

The College shall approve such claims and authorize payment of salary, provided that the College shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provision of this article.

The College, in order to satisfy itself that a claim for illness-in-line-of-duty leave correctly states the facts and that such claim is entitled to payment, may require a certificate of illness from a licensed physician or from a county health officer attesting to the illness. The following provisions shall also

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apply.

1. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases," such as chicken pox, mumps, measles, etc.

2. Claims for illness in the line of duty shall be approved and payment authorized upon determination that the faculty member came in contact with the disease at his/her work location.

3. It shall be the responsibility of the faculty member to furnish conclusive proof of his/her meeting the above stated guidelines. Failure to secure such a certificate or meet other requirements will relieve the College from payment of any claim for illness-in-line-of-duty. The College may also require whatever additional facts are necessary in order to satisfy itself that a claim for illness was for illness received in the line of duty.

#### **11.07 Administrative Leave for Court Purposes**

A. A faculty member who is summoned as a member of a jury panel shall be granted administrative leave with pay, and jury fees shall be retained by the faculty member. The College shall not reimburse the faculty member for meals, lodging, and travel expenses while serving as a juror.

B. A faculty member subpoenaed as a witness, not involving litigation in which he/she is a principal, shall be granted administrative leave with pay and any witness fees shall be retained by the faculty member. The College shall not reimburse the faculty member for meals, lodging, and travel expenses incurred while serving as a witness.

C. A faculty member subpoenaed in the line of duty to represent the College as a witness or defendant shall not be granted administrative leave, and his appearance in such cases shall be considered a part of his job assignment. The faculty member shall be paid per diem and travel expenses and shall be required to turn over to the College any fees received from court.

D. Leave with pay will not be granted for court attendance when a faculty member is engaged in personal litigation in which he/she is principal; however, a faculty member may be granted personal or emergency leave in such cases with the approval of the College President; and provided further, that a faculty member who is involved in litigation as a result of action related to the carrying out of his/her official college duties and responsibilities may be granted administrative leave with pay for court attendance upon the approval of the College President.

#### **11.08 Professional and Extended Professional Leave/Sabbatical**

##### ***Definition***

Professional leave is defined as leave granted to a faculty member to engage in activities which will result in his/her professional benefit or advancement, including earning of college credits and degrees, or that will contribute to the profession of teaching or to the benefit of the college. Extended

professional leave/Sabbatical is such leave extending for more than thirty days. Professional leave or extended professional leave/Sabbatical ordinarily will be initiated by the faculty member and will be primarily for his/her benefit, or that of the teaching profession, and only incidentally for the benefit of the College.

##### ***Kinds or types of Professional or Extended Professional Leave/Sabbatical***

A. A full-year extended professional leave/sabbatical consists of leave for two semesters and one summer term.

B. A semester extended professional leave/sabbatical consists of leave for one semester as defined by the College Calendar.

C. A summer session professional or extended professional leave/sabbatical consists of leave granted for all or a portion (30 consecutive days or more) of the summer sessions (two terms) as defined by the College Calendar.

D. Other professional leave is defined as leave for less than 30 days.

##### ***Eligibility for Leave***

A. For a full-year extended professional leave/sabbatical only tenured faculty with four or more years of full-time experience at Chipola College are eligible.

B. For a semester extended professional leave the eligibility is the same as A (above).

C. For a summer session professional or extended professional leave all faculty members are eligible.

D. All faculty members are eligible for other professional leave.

##### ***Compensation***

A. Up to a maximum of five days per contractual year professional leave with full pay may be granted.

B. For a summer session of professional or extended professional leave the compensation is limited to one-half the contract daily rate or the current per diem, whichever is higher. If the faculty member receives related outside financial compensation other than travel pay, the combined compensation shall not exceed 100 percent of the contract salary for full-time employment.

C. For a one-semester extended professional leave/sabbatical the maximum compensation shall be 25 percent of the contract salary for full employment for 169 days; for a two semester extended professional leave the maximum compensation shall be 50 percent of the contract salary for full employment for 169 days. For extended professional leave for a full contractual year (two semesters and one summer term), the compensation will be 50 percent of the full contractual year's salary (two semesters and one summer term). If the faculty member receives related outside financial compensation other than travel pay, the combined compensation shall not exceed 100 percent of the contract salary for full-time employment.

D. Professional or extended professional leave without compensation may be granted at the discretion of the College President.

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### ***Other Considerations***

A. A faculty member receiving a full contractual year or semester extended professional leave/sabbatical with compensation as outlined above shall agree to return to the College for two contractual years for each contractual year of leave granted for one contractual year for each semester of leave granted, and for one semester for each summer session granted. The recipient shall sign a promissory note to the College to repay funds paid while on leave. If he/she elects not to return after being granted leave, the note is due and payable. If the recipient returns for employment as agreed, the note is canceled.

B. Faculty members granted extended professional leave/sabbatical shall be given the same consideration as though on full time duty in all matters of seniority except that the time on professional leave will not count as experience for salary schedule purposes.

C. Faculty members receiving extended professional leave/sabbatical have the right to continue insurance and retirement benefits if they elect to do so and it is agreeable to the insurance carrier.

D. Faculty members receiving leave shall file with the College President a plan for college study, professional travel or other approved activity. In the event a person granted leave does not follow the plan submitted, financial support will be discontinued and all funds paid shall be refunded to the College.

E. At the end of any period of extended professional leave/sabbatical the faculty member shall submit to the College President an official transcript of all college work pursued and/or written report of professional travel or other approved activities.

### ***Limitations***

A. The total number of faculty to whom professional or extended professional leave/sabbatical may be granted shall be determined by the College President.

B. No limit shall be placed on the number of days for which professional or extended professional leave without pay may be granted per academic year.

C. The maximum that any full year extended professional leave/sabbatical may be renewed or extended is once. This means that a faculty member granted leave for one contractual year may be eligible for a renewal or extended leave for a maximum of one additional year, but without pay. In this case the recipient is ineligible for any further extended professional leave.

D. After a faculty member has been granted extended professional leave for one contractual year and leave is not renewed or extended for an additional year, he/she can become eligible for a second one after having been employed full time subsequently for a period of five or more years.

### ***Authority to Grant Leave***

A. The College President may at his discretion grant professional or extended professional leave/sabbatical subject to the limitations shown above and compensation granted from available funds will be determined by the College President

upon recommendations based on the internal procedures of the College.

B. All applications for Professional or Extended Professional Leave/Sabbatical must be submitted in advance of the intended absence to the College President or his designee.

### **11.09 Bereavement Leave**

A faculty member shall be entitled up to two days a year of bereavement leave, not to be charged to sick leave, for the death of an immediate family member.

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**ARTICLE XII**  
**COMPENSATION AND**  
**FRINGE BENEFITS**

**Part I-Salary Schedule**

**12.01 Salary Payment**

Faculty will be paid in twelve equal checks per year, payment to be made on or before the ninth day of each month.

Overload payments will be itemized clearly on regular paychecks.

Faculty who are employed full-time for an additional six-week summer term will be paid for the special contract in one payment at the end of the summer term of employment, but not before the next regularly scheduled pay period.

The employer will provide automatic payroll deposits with a monthly non-negotiable hard copy provided to the employee.

**12.02 Ranks**

A. An earned doctorate in the assigned discipline/assignment.

B. A Master's degree with at least 90 graduate semester hours in an official program of study from an accredited institution. The program of study must be specific to the faculty members teaching discipline/assignment.

C. A Master's Degree with at least 60 graduate semester hours, including at least 36 graduate semester hours in the faculty member's teaching discipline/assignment or at least 18 graduate semester hours in two separate disciplines in which the faculty member teaches.

D. A Master's Degree which includes at least 18 graduate semester hours in the faculty member's teaching discipline/assignment.

E. A Bachelor's Degree or Applied Technical experience.

Within the categories described above, salaries are determined by the number of years of full-time teaching experience recognized and the type of contract. Upon initial employment Workforce Development and Nursing faculty may substitute one year for every year of full-time work experience or a maximum of twenty years of recognized and related work experience for teaching experience. Recognized and relevant work experience is that experience acceptable to the College President and/or his designee and verified by the Human Resources Department. Recognized degrees, programs of study and courses is that which is acceptable to the College President and/or his designee and verified by the Human Resources Department.

Faculty employed in full-time instructional positions listed on the Table of Positions/Personnel on August 11, 2014 shall retain the rank assigned on that date.

Faculty employed on or before August 11, 2014 who

have been formally accepted into a program of study for completion of a Doctorate degree, and have completed 12 graduate semester hours in the program by said date, shall be awarded the rank of A upon completion of the degree.

**12.03 Change in Rank**

Graduate study completed and credit/degrees conferred prior to the first day of any semester will be counted toward re-assignment of rank for that semester based upon verification by Human Resources Office. Faculty who wish to enroll in a graduate program and seek a change in rank must have approval from their supervisor and the College President.

**12.04 Other Provisions**

New hires will be given one step for each year of substantiated experience not to exceed 20.

For the 2011-2012 year, faculty members will move up one step from where they were in the 2010-2011 year. Steps cannot be skipped to reflect a faculty member's actual number of years experience; instead, each must move consecutively through the schedule numbers.

A maximum of 15% may be added to the base contract of faculty employed in areas of critical need as defined by the President. Areas of critical need shall be reviewed by the President annually.

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**12.05 CHIPOLA COLLEGE FACULTY SALARY SCHEDULE  
2015-2016**

<b>DEGREE RANK:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>YEARS EXP:</b>					
0	48,360	44,892	42,287	39,686	34,483
1	49,018	45,553	42,949	40,345	35,142
2	49,677	46,209	43,605	41,004	35,802
3	50,337	46,868	44,269	41,666	36,459
4	50,996	47,528	44,923	42,321	37,122
5	51,654	48,187	45,585	42,982	37,778
6	52,313	48,842	46,243	43,641	38,436
7	52,974	49,502	46,901	44,301	39,096
8	53,632	50,162	47,562	44,960	39,755
9	54,294	50,824	48,221	45,618	40,414
10	54,950	51,482	48,882	46,278	41,075
11	55,612	52,139	49,537	46,939	41,731
12	56,270	52,801	50,196	47,597	42,393
13	56,930	53,457	50,858	48,255	43,052
14	57,586	54,117	51,517	48,918	43,711
15	58,248	54,779	52,175	49,573	44,368
16	58,907	55,437	52,835	50,235	45,030
17	59,568	56,095	53,496	50,891	45,690
18	60,226	56,754	54,157	51,551	46,345
19	60,888	57,415	54,812	52,213	47,013
20	61,544	58,074	55,475	52,870	47,670
21	62,203	58,734	56,132	53,528	48,328
22	62,860	59,391	56,788	54,189	48,982
23	63,518	60,048	57,445	54,845	49,641

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24	64,177	60,708	58,106	55,503	50,303
25	64,835	61,368	58,761	56,163	50,960
26	65,492	62,026	59,420	56,823	51,617
27	66,150	62,681	60,077	57,478	52,273
28	66,809	63,339	60,737	58,133	52,934
29	67,466	63,998	61,396	58,795	53,592
30	68,192	64,720	62,114	59,510	54,302

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## Part II- Other Compensation

### 12.06 Paid Points for Other Related Duties

A paid point is defined as compensation for an assignment over and above that normally assigned faculty members which may include but is not limited to, Literature Language Festival, writing lab, chorus accompanist, Mathematics Olympiad, oversize class points and prep points. Compensation shall be on the basis of points and shall be paid at the rate of \$250 per point.

### 12.07 Honors Classes

\$30.00 per semester hour will be paid to the instructor for each student enrolled in each honors class.

### 12.08 Directed Individual Study (050), Independent Study (400), and Online (700) Courses

1. Compensation is based on this schedule:
  - a. \$250.00 per credit hour for initial course development for Online (700) courses.
  - b. \$30.00 per student per credit hour for Directed Individual Study (050) and Independent Study (400) courses.
2. Compensation for Directed Individual Study (050) and Independent Study (400) courses will be beyond 72 points.
3. Faculty members have the right to refuse to teach a Directed Individual Study (050) course.

### 12.09 Substitute Pay

See Article 6.03 for conditions under which the following rate will be paid to faculty members who substitute for absent colleagues.

<u>Rank or Degree</u>	<u>Rate Per Class Hour</u>
Doctor's or Master's Degree	\$20.00
Bachelor's Degree or Other	\$16.00

### 12.10 Extra Points Pay Date

Compensation for extra points will be paid on the first pay date following the session in which the points were earned.

### 12.11 Compensation for Travel Expenses

Travel and subsistence may be paid for faculty members at college expense as authorized by the College President. Necessary travel shall be performed in the most economical fashion with joint travel required by faculty members in a single vehicle whenever feasible.

### 12.12 Inservice Meetings and Institutes:

The College is authorized to pay faculty for participation in inservice activities and institutes beyond the normal duty schedule (6:50 A.M. - 4:30 P.M. Monday - Friday) upon the authorization of the College President or his designee.

### 12.13 Academic Regalia

The College will provide appropriate academic regalia for faculty to participate in graduation ceremonies.

### 12.14 Supplements

Cheerleader Sponsor	\$1,000 - 3,000
Newspaper Sponsor	\$1,000 - 3,000
Phi Theta Kappa	\$1,000 - 3,000
Phi Beta Lambda Sponsor	\$1,000 - 3,000
Brain Bowl	\$1,000 - 3,000
Science Club	\$1,000 - 3,000
Spanish Club	\$1,000 - 3,000

The faculty members listed above shall receive a salary supplement. The President shall have the authority to determine the amount within the above limits.

In addition the President, upon recommendation by the Dean of Student Services, shall have the authority to award additional supplements of up to \$3,000 to any other faculty member. Reasons for the supplement will be placed in the personnel folder and a copy furnished to the CFA President.

### 12.15 Quality Enhancement Plan

The first year learning experience mentoring course is a voluntary overload beyond the 72 points and mentors are paid at the rate of \$750 per course.

## Part III- Fringe Benefits

### 12.16 Bonuses

The President shall have the authority to award a bonus up to \$2,000 to a faculty member for exemplary service.

### 12.17 Early Fall Registration

If full time faculty members who are not employed for the second summer term and assist with early registration they will be paid at their daily rate.

### 12.18 Tuition Free Enrollment

All faculty will be allowed, with supervisor approval, to enroll in one class per term at Chipola College on a space available basis at no cost to the faculty except for special fees associated with the class.

### 12.19 Wellness Program

Faculty members are eligible to participate in the Chipola College Wellness Program within currently established guidelines.



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### **12.20 Insurance**

1. The College will pay the single member premium on a College approved basic hospitalization and medical group insurance plan for each faculty member who elects coverage.

2. The College will pay the assessed rate to an insurance company as payment of a premium of one (1) times the annual salary of term life insurance coverage which is a part of the hospitalization and medical insurance group plan approved by the College for each faculty member who elects coverage. Each faculty member may purchase additional life insurance up to 3 times their annual salary upon approval by the insurance consortium.

### **12.21 Retirement Bonus**

A faculty member who retires upon first eligibility under the state retirement system shall have ten percent of his/her annual salary, excluding supplements, added to his/her annual salary provided that, by March 1 of the school year prior to the year he/she first becomes eligible to retire, he/she completes the necessary procedures through the Human Resources office.

A faculty member having duly completed the procedures may change his/her retirement date to an earlier date within the same fiscal year provided he officially makes this change six weeks prior to the date he/she plans to retire.

The bonus will be paid upon retirement.

To be eligible to "retire" and to receive the retirement bonus, the following statutory requirements must be met.

Members of the Florida Retirement Systems (FRS), pension or investment plans (Florida Statute 121.021) must meet one of the following:

1. Complete six or more years of creditable service and attain age 62.

2. Complete 30 years of creditable service, which may include a maximum of four years of military service credit so long as such credit is not claimed under any other retirement system, regardless of age.

It shall be the responsibility of each employee to determine eligibility for retirement and to meet the requirements set forth above for collection of the bonus.

### **12.22 Terminal Accumulated Sick Leave**

Terminal Pay for accumulated sick leave at Chipola College or earned in creditable years of service in the Florida Retirement System may be made upon retirement, at the end of DROP, or in yearly installments while the employee is in the DROP program, at the discretion of the employee. Payment will be made to a beneficiary if service is terminated by death, provided that such terminal pay shall not exceed an amount determined by the daily rate of pay of the faculty member at retirement or death. Such payout shall be at the following percentages:

1. During the sixth through nine years of creditable service, the daily rate shall be multiplied by 45% times the number of accumulate sick leave days, or 120 duty days, whichever is less.

2. During the tenth through fourteen years of creditable service, the daily rate of pay shall be multiplied by 50% times the number of accumulated sick leave days, or 120 duty days, whichever is less.

3. During the fifteen through nineteenth years of creditable service, the daily rate of pay shall be multiplied by 62.5% times the number of accumulated sick leave days, or 120 duty days, whichever is less.

4. During the twentieth through the twenty-ninth years of creditable service, the daily rate of pay shall be multiplied by 75% times the number of accumulated sick leave days, or 120 duty days, whichever is less.

5. Upon completion of thirty years of creditable service and beyond, the daily rate of pay shall be multiplied by 75% times the number of accumulated sick leave days, or 130 duty days, whichever is less.

However, if a claim for benefits under this paragraph is made without having provided notice of intention to retire by March 1 of the preceding year; or, an employee has made known his/her intention to retire and then fails to separate on the designated date the maximum number of accumulated sick leave days for which compensation may be awarded shall be 100.

### **12.23 Final Year's Pay**

A faculty member will receive a bonus of 5% of the final year's base pay if the official retirement form has been submitted by March 1 of the previous year. This would be without regard to the "first-time eligible retirement bonus."

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## ARTICLE XIII

### EMPLOYMENT PROCEDURES

#### **13.01 Issuance of Continuing Contract**

Continuing contract will be awarded in accordance with the current State Board Rule 6A-14.0411.

#### **13.02 Layoff and Recall**

In the event of financial exigency the College will investigate alternatives to the layoff of faculty members as a means of reducing expenditures.

In the investigation of alternatives, the College President will solicit for his/her consideration the advice of the UFF-CFA, allowing 15 working days from date of notification by the College President to submit recommendations.

Should a decision to lay off any faculty members be made, subject area reductions will be made based on seniority as full-time faculty members at Chipola College; however, faculty members with tenure will be given preference in job retention over those employed on annual contract.

The recall of faculty members previously denied re-employment if on annual contract, or discharged if on continuing contract, shall be in reverse order of discharge of termination, provided:

A. The faculty member discharged or terminated is certificated and/or qualified for a vacancy that has occurred since his/her termination of employment.

B. The faculty member notifies the College that he/she is available for employment.

C. That not more than two years have elapsed since termination of employment due to reduction in force.

The College will advise all faculty members whose employment has been terminated due to a reduction in force of any vacancies on the faculty occurring within two years of the termination.

The faculty member shall keep the College President advised of his/her current address. The responsibility of the College will be satisfied when a certified letter has been sent to the faculty member at his/her last known address within five days after the vacancy becomes known.

Should two or more faculty members whose employment was terminated at the same time due to a reduction in force be qualified for a single vacancy, the faculty member who was previously on continuing contract status shall have recall preference over a terminated faculty member who was previously on an annual contract status. Should both or all of the faculty members terminated have been previously employed on the same contract status (annual or continuing), the faculty member with employment seniority at the college shall have recall preference.

In the event two or more faculty members equally qualified for recall by means of qualifications and prior employment indicate a desire for re-employment when a vacancy occurs, the faculty member(s) whose recall would

assist the College in meeting current Equal Access/Equal Employment plan goals shall be given preference.

The faculty member offered re-employment who does not accept the offer within 15 days after official notification of a vacancy shall be considered to have declined recall.

#### **13.03 Discipline**

1. Disciplinary action shall be for just cause.

2. Disciplinary action may take the form of a written counseling, written reprimand, suspension or a termination.

3. The college will use progressive discipline with the level of discipline appropriate for the seriousness of the misconduct. One act of misconduct may, if sufficiently serious, warrant the termination of the employee.

4. The college shall follow the process identified in Policy Number 6Hx4-4.330 for taking disciplinary action.

#### **13.04 Non-Renewal of Annual Contract**

The College may determine not to renew the annual contract of a faculty member in accordance with the following procedures.

##### ***A. Notice of Non-renewal***

The faculty member shall be notified in writing of the expiration date of his/her contract and that it will not be renewed. This action does not release the College from the contractual commitment to compensation for the faculty member until the date the contract expires.

The notice of non-renewal shall be transmitted to the faculty member no later than six weeks prior to the expiration of the Spring term.

##### ***B. Reasons for Non-renewal***

The reasons for the determination not to renew the employment contract shall not be stated.

#### **13.05 Notice of Vacancies**

Notice of full-time vacancies in the College shall be made known to the faculty and UFF-CFA.

#### **13.06 Program Viability Review**

A. The instructor and supervisor responsible will meet in September and evaluate each program.

B. All evaluations and recommendations will be submitted to the College President by October.

C. The College President will review the evaluations and recommendations and make any recommendations for action to the college trustees by the October board meeting.

D. In no case will a program be discontinued in fewer than nine calendar months from the date of the board's action.

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**ARTICLE XIV**

**REOPENER CLAUSE**

**14.01 Conditions**

The UFF-CFA may initiate a reopening of negotiations by serving written notice on the College of intent to reopen negotiations no later than 30 days after the close of the regular annual session of the Florida Legislature.

If the Florida Legislature, in Special Session, or the State Department of Education allocates funds over and above that made available to the College at the end of the regular annual session, the UFF-CFA may initiate a reopening of negotiations by serving written notice on the College of intent to reopen negotiations; however, if the additional funds are less than two percent of the original allocation, the UFF-CFA may not reopen negotiations.

The College may initiate a reopening of negotiations on salary and insurance benefits by serving written notice on the UFF-CFA of intent to reopen negotiations no later than 30 days after a notification by the Florida State Department of Education that a greater than two percent reduction of allocation of State funds to the College has been made for the current fiscal year. The only funds subject to bargaining for salary or insurance benefits are those funds deleted or held back by the State.

Bargaining under this provision shall commence within 30 days after the receipt of the Notice to Reopen Negotiations.

The College shall notify the UFF-CFA within five working days after official notification of allocation of State funds is received by the College from the Division of Community Colleges by providing the UFF-CFA with a copy of the official notification document.

**14.02 Contractual Dates and Yearly Limits**

This contract will be in effect until the last day of Summer Session II, 2018, with the exception of salary which may be negotiated for the 2016-2017 and 2017-2018 academic years. In addition, each Party may open/reopen up to three (3) items for renegotiation each academic year in accordance with the notice requirements contained in this Section. The Parties agree that an "item" as set forth herein does not equate to an entire contract Article. An item is understood to mean a specific Section, Paragraph or Provision of an Article.

Negotiations shall begin within 30 days after service by either party of written notice upon the other of its intent to reopen bargaining for the ensuing year, which notice may be served at any time after March 1.

Reopening of negotiations during an academic year on any other bargaining items or the impact of any action taken under the provisions of this Agreement may be instituted only with the mutual consent of the parties.

**ARTICLE XV**

**DURATION OF AGREEMENT**

This Agreement shall be effective on the date of signing and shall remain in effect through midnight on the last day of Summer Session II, 2018, when it shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized, as of January 19, 2016.

**For the District Board of Trustees  
Chipola College**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chairman, District Board of Trustees

**For the Chipola Faculty Association  
UFF-CFA**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Negotiator

## CHIPOLA COLLEGE ADMINISTRATOR’S EVALUATION OF FACULTY MEMBER

Faculty Name	Discipline/Department	Supervisor/Director
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Date of Evaluation	Evaluation Period	Purpose of Evaluation
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Mark the box below that corresponds with the items that most closely describe the employee’s performance during the current evaluation period. In the “Comments” box, specific examples or reasons for each score may be listed. Discuss the evaluation with the employee. Submit for remaining signatures and to the Human Resources Department for retention on file.

<b>Check <u>all</u> boxes that apply and comment on activities indicating the role.</b>			
PROFESSIONAL DEVELOPMENT	COMMENTS	COLLEGE EFFECTIVENESS	COMMENTS
<input type="checkbox"/> Publications		<input type="checkbox"/> Advising	
<input type="checkbox"/> Presentations		<input type="checkbox"/> Committees	
<input type="checkbox"/> Conferences		<input type="checkbox"/> Organizations	
<input type="checkbox"/> Performances		<input type="checkbox"/> Grants	
<input type="checkbox"/> Coursework		<input type="checkbox"/> Outreach	
<input type="checkbox"/> Research		<input type="checkbox"/> Consultants	
<input type="checkbox"/> Other		<input type="checkbox"/> Other	

**RATING SCALE:**

<b>1 = Clearly Unsatisfactory</b>	<b>Performance is well below minimum acceptable standards, situation requires immediate review and action</b>
<b>2 = Below Standards</b>	<b>Does not consistently or completely meet performance standards, needs to improve skills</b>
<b>3 = Meets Standards</b>	<b>Meets relevant performance standards, seldom exceeds or falls short of desired results, exhibits motivation to maintain and/or improve performance</b>
<b>4 = Exceeds Standards</b>	<b>Consistently meets and occasionally exceeds relevant performance standards, demonstrated skill periodically exceeds expectations</b>
<b>5 = Clearly Outstanding</b>	<b>Consistently meets and often exceeds relevant performance standards, demonstrated skill regularly exceeds expectations</b>

PERFORMANCE FACTOR	1	2	3	4	5	COMMENTS
<b>PROFESSIONAL KNOWLEDGE:</b> ABILITY TO DEMONSTRATE KNOWLEDGE OF THE PRINCIPLES, PRACTICES AND METHODS OF PROFESSIONAL DISCIPLINE AND SKILL TO PERFORM ASSIGNED DUTIES. CONVEYS DEPTH AND BREADTH OF THE DISCIPLINE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>TECHNICAL KNOWLEDGE:</b> ABILITY TO DEMONSTRATE KNOWLEDGE AND SKILL TO EFFICIENTLY AND EFFECTIVELY USE AVAILABLE TOOLS AND VARIED AND CURRENT TECHNOLOGY TO PERFORM ASSIGNED DUTIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>QUANTITY OF WORK:</b> ABILITY TO STREAMLINE TASKS, MULTITASK, AND SHOWS INITIATIVE AND RESPONSIBILITY TO ASSUME RELATED WORK.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>QUALITY OF WORK:</b> ABILITY TO PRODUCE EFFECTIVE LEARNING ENVIRONMENTS, MONITOR THE STATUS OF STATED GOALS, USE PERFORMANCE STANDARDS IN PROVIDING EVALUATION AND FEEDBACK, AND FACILITATE STUDENT ACHIEVEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PROBLEM SOLVING:</b> ABILITY TO USE SOUND LOGIC AND CRITICAL THINKING TO IDENTIFY PROBLEMS/OPPORTUNITIES, GENERATE ALTERNATIVES, SELECT AND IMPLEMENT COURSES OF ACTION, ANALYZE RESULTS ON A TIMELY BASIS AND USES RESULTS FOR IMPROVEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PLANNING AND ORGANIZATION:</b> ABILITY TO SYSTEMATICALLY STRUCTURE TASKS, PLANS, OBJECTIVES, SET PRIORITIES AND GOALS, AND TO CLASSIFY AND CATEGORIZE INFORMATION TO FOSTER TEACHING AND LEARNING SUCCESS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PROFESSIONAL CONDUCT:</b> ABILITY TO DIRECT AND COORDINATE ACTIVITIES, ASSUME LEADERSHIP WHEN APPROPRIATE, GAIN RESPECT, AND CONFIDENCE AND INSPIRE OTHERS BY ADHERING TO PRINCIPLES OF PROFESSIONAL AND ETHICAL CONDUCT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>HUMAN RELATIONS:</b> ABILITY TO DEMONSTRATE SENSITIVITY, FOSTER DIVERSITY, DEVELOP RAPPORT AND TRUST, ACCEPT INTERPERSONAL DIFFERENCES, AND DEAL EFFECTIVELY WITH STUDENTS, COLLEAGUES AND ADMINISTRATORS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>COMMUNICATIONS:</b> ABILITY TO EFFECTIVELY DISSEMINATE INFORMATION AND INSTRUCTIONS PROFICIENTLY IN WRITTEN AND ORAL FORM, PRACTICE STRATEGIES THAT SUPPORT INDIVIDUAL AND GROUP INQUIRY AND PROVIDE CONSTRUCTIVE FEEDBACK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>POLICIES AND PROCEDURES:</b> ABIDES BY POLICIES AND PROCEDURES OF THE ORGANIZATION. MEETS DEADLINES. ATTENDS REQUIRED MEETINGS. ADHERES TO POSTED DUTY SCHEDULE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>INITIATIVE AND CREATIVITY:</b> DEMONSTRATE INITIATIVE AND INNOVATIVE THINKING. EXPLORE INNOVATIVE STRATEGIES TO IMPROVE TEACHING/LEARNING PROCESS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>RESOURCE MANAGEMENT:</b> ABILITY TO UTILIZE SUCH RESOURCES AS MATERIALS, EQUIPMENT, MANPOWER, TIME, MONEY, LIBRARY, AND COMMUNITY ADVISORY COMMITTEES EFFECTIVELY AND EFFICIENTLY FOR PROGRAM IMPROVEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>FLEXIBILITY AND CURRENCY:</b> ABILITY TO ACCEPT AND ADAPT TO NEW INFORMATION, TO CHANGE ACTIONS IN RESPONSE TO CHANGES IN THE SITUATION AND PROGRAM NEEDS. ABILITY TO ATTAIN CURRENCY IN ALL MATERIALS AND TASKS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>OVERALL PERFORMANCE:</b> APPLY ABOVE FACTORS IN VARYING DEGREE OF IMPORTANCE TO SUMMARIZE OVERALL PERFORMANCE.	<b>1=UNSATISFACTORY:</b> CONSISTENTLY FALLS SHORT OF PERFORMANCE STANDARDS. HAS NOT SUCCESSFULLY PERFORMED JOB DUTIES.	<b>2=BELOW STANDARDS:</b> PERFORMS MOST DUTIES, BUT DOES NOT COMPLETELY OR CONSISTENTLY MEET PERFORMANCE STANDARDS. MUST IMPROVE TO FULLY QUALIFY FOR POSITION.	<b>3=MEETS STANDARDS:</b> COMPETENTLY PERFORMS ALL DUTIES AND MEETS PERFORMANCE OBJECTIVES. SELDOM EXCEEDS OR FALLS SHORT OF DESIRED RESULTS.	<b>4=EXCEEDS STANDARDS:</b> CONSISTENTLY MEETS AND SOMETIMES EXCEEDS ALL PERFORMANCE STANDARDS. OVERALL PERFORMANCE IS HIGHER THAN MOST INDIVIDUALS AT THIS LEVEL.	<b>5=OUTSTANDING:</b> CONSISTENTLY MEETS AND OFTEN EXCEEDS ALL PERFORMANCE STANDARDS. MAKES SUBSTANTIAL CONTRIBUTIONS.	<b>SCORE</b>	
<b>PERFORMANCE OBJECTIVES SET DURING LAST APPRAISAL:</b>							
<b>OBJECTIVES/ACTION PLAN ACHIEVED:</b>							
<b>OBJECTIVES/ACTION PLAN NOT ACHIEVED:</b>							

<b>PERFORMANCE OBJECTIVES SET DURING THIS APPRAISAL:</b>
<b>EXAMPLES OF STRENGTHS IN THE EVALUATION:</b>
<b>ADDITIONAL ACTIVITIES, EDUCATION, OR EXPERIENCE NEEDED TO ENHANCE PERFORMANCE:</b>
<b>TIMELINE FOR ACTION PLAN FOR IMPROVEMENT:</b>
<b>ACTION TO BE TAKEN IF NO IMPROVEMENT IS DEMONSTRATED</b>

BY MY SIGNATURE BELOW, I ATTEST THAT I HAVE DISCUSSED THIS PERFORMANCE EVALUATION WITH MY SUPERVISOR.

FACULTY MEMBER'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE
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<b>CLASS OBSERVATION, IF APPLICABLE:</b>			
THE FORMAL OBSERVATION FOR THE YEAR _____ TO _____ HAS BEEN MUTUALLY WAIVED.			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-top: 1px solid black; text-align: center;">FACULTY MEMBER'S SIGNATURE</td> <td style="width: 33%; border-top: 1px solid black; text-align: center;">SUPERVISOR'S SIGNATURE</td> <td style="width: 33%; border-top: 1px solid black; text-align: center;">DATE</td> </tr> </table>	FACULTY MEMBER'S SIGNATURE	SUPERVISOR'S SIGNATURE	DATE
FACULTY MEMBER'S SIGNATURE	SUPERVISOR'S SIGNATURE	DATE	





## CHIPOLA COLLEGE FACULTY SALARY SCHEDULE 2004-05

YEARS EXP:	PROFESSIONAL RANK	DEGREE RANK	PROFESSIONAL RANK	DEGREE RANK	PROFESSIONAL RANK	DEGREE RANK	PROFESSIONAL RANK	DEGREE RANK	PROFESSIONAL RANK	DEGREE RANK
		A		B		C		D		E
0		41,130		38,179		35,964		33,751		29,327
	<b>Assist. Professor</b>		<b>Instructor</b>		<b>Instructor</b>		<b>Instructor</b>		<b>Instructor</b>	
1		41,687		38,740		36,526		34,313		29,887
2		42,250		39,299		37,085		34,872		30,448
3		42,810		39,860		37,648		35,435		31,008
	<b>Assoc. Professor</b>		<b>Assist. Prof.</b>		<b>Assist. Professor</b>		<b>Assist. Professor</b>		<b>Assist. Professor</b>	
4		43,371		40,422		38,208		35,993		31,572
5		43,931		40,982		38,769		36,556		32,131
6		44,491		41,539		39,329		37,116		32,689
7		45,053		42,101		39,888		37,677		33,250
	<b>Professor</b>		<b>Assoc. Professor</b>							
8		45,613		42,661		40,450		38,236		33,811
9		46,176		43,224		41,010		38,798		34,372
					<b>Assoc. Professor</b>					
10		46,735		43,784		41,573		39,357		34,931
11		47,296		44,344		42,131		39,921		35,492
									<b>Assist. Professor</b>	
12		47,856		44,906		42,691		40,480		36,054
			<b>Professor</b>				<b>Assoc. Professor</b>		<b>Professor</b>	
13		48,417		45,465		43,253		41,040		36,614

14	48,977	46,025	43,814	41,603	37,175		
15	49,538	46,588	44,374	42,161	37,736		
16	50,098	47,147	<b>Professor</b>	44,936	42,724	38,297	
17	50,662	47,708	45,496	43,282	38,858		
18	51,219	48,268	46,059	43,843	39,416		
19	51,784	48,829	46,616	44,404	39,983		
20	52,342	49,391	47,178	<b>Professor</b>	44,964	<b>Assoc. Professor</b>	40,541
21	52,902	49,952	47,739	45,526	41,101		
22	53,461	50,511	48,297	46,086	41,659		
23	54,020	51,070	48,857	46,645	42,218		
24	54,581	51,631	49,416	47,205	42,781		
25	55,140	52,191	49,975	47,764	43,340		
26	55,700	52,751	50,535	48,326	<b>Professor</b>	43,898	
27	56,259	53,309	51,094	48,883	44,458		
28	56,819	53,869	51,656	49,441	45,018		
29	57,379	54,429	52,216	50,003	45,579		
30	57,939	54,989	52,774	50,561	46,137		

**Appendix D – Faculty Professorial Rank Promotion Schedule**

<b>FACULTY PROFESSORIAL RANK PROMOTION SCHEDULE</b>				
<b>Faculty must serve the indicated number of years at each rank before being eligible to apply for promotion to the next rank</b>				
<b>Professorial Ranks</b>	<b>Instructor</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
Degree Rank A		3 years	4 years	Terminal Rank
Degree Rank B	3 years	4 years	5 years	Terminal Rank
Degree Rank C	3 years	6 years	7 years	Terminal Rank
Degree Rank D	3 years	9 years	8 years	Terminal Rank
Degree Rank E	11 years	9 years	6 years	Terminal Rank

## FACULTY PROMOTION APPLICATION

NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

CHIPOLA COLLEGE DATE OF EMPLOYMENT \_\_\_\_\_

DATE CONTINUING CONTRACT GRANTED \_\_\_\_\_

CURRENT RANK (Instructor, Assistant Professor, Associate Professor) \_\_\_\_\_

Based on completion of \_\_\_\_\_ years of service at Chipola College and in recognition of scholarship, service, and teaching effectiveness (as per attached), I apply for the professorial rank of \_\_\_\_\_ (Assistant Professor, Associate Professor, Professor).

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
(Department Director)

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
(Chair, Faculty Promotion Committee)

FACULTY PROMOTION COMMITTEE CONFERENCE DECLINED \_\_\_\_\_  
(Written notice attached if applicable.) (Date)

FACULTY PROMOTION COMMITTEE CONFERENCE HELD \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Chair, Promotion Committee)

\_\_\_\_\_  
(Faculty)

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
(Vice President of Instruction and Student Services)

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
(President)

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
(President)

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
(Associate Vice President of Human Resources)

## OFFICIAL GRIEVANCE FORM

Name: \_\_\_\_\_

Department: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### LEVEL I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Relative to Articles: \_\_\_\_\_

C. Statement of Grievance:

D. Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

E. Disposition by Immediate Supervisor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL II**

Disposition:

\_\_\_\_\_  
Dean or Administrative Officer

\_\_\_\_\_  
Date

**LEVEL III**

Disposition:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DISTRICT BOARD OF TRUSTEES OF  
FLORIDA STATE COLLEGE AT JACKSONVILLE**

**AND**

**UNITED FACULTY OF FLORIDA -  
FLORIDA STATE COLLEGE AT JACKSONVILLE**

**EFFECTIVE AUGUST 16, 2016**



Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500, for questions about the accreditation of Florida State College at Jacksonville. Contact information for the Commission on Colleges is provided to allow interested constituents to: (1) learn about the accreditation status of the institution, (2) file a third-party comment at the time of the institution's decennial review, or (3) file a complaint against the institution for alleged non-compliance with a standard or requirement. Normal inquiries about the institution, such as admission requirements, financial aid, educational programs, and educational support services, should be addressed directly to Florida State College at Jacksonville and not to the Commission's office.

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## **ARTICLE 1: PREAMBLE**

We, the parties signing this agreement, have made a commitment to each other to rise above traditional position-based bargaining and work together in an interest-based collective bargaining process. The interest-based process enables negotiators to work together as joint problem-solvers, assumes that mutual gain is possible, and that parties should help each other achieve a positive result. This process can be the foundation for a profound improvement in how we work together, both within the framework of the issues addressed within collective bargaining, and more broadly within the college community.

We recognize that not every circumstance and situation will be anticipated in an agreement, but our guiding principles remain essentially unchanged –

1. We value relationships based on integrity, honesty, collaboration, open communication, civility and trust. Together we agree that we will not engage in behaviors that endanger these relationships.
2. We recognize that in an atmosphere of mutual collaboration, the more information we share, the more we can support the interests of each party.
3. In an ever more rapidly changing world, we have to be responsive to the interests and needs not only of each other, but of our other stakeholders including our students and those who will employ them, the taxpayers who provide funds, our fellow workers, and the communities in which we live.
4. In an increasingly competitive environment, we must find ways to be more effective, more responsive, more accessible and more efficient.
5. To assure that we have talented faculty leading student learning in this competitive environment, we strive to provide market-competitive salaries, benefits and incentives to attract, reward and retain those who can make a difference.
6. We emphasize contribution, and we de-emphasize status.

We believe that a College is the people and as we improve how we treat each other, we improve our College and the learning environment.

## **ARTICLE 2: RECOGNITION**

The District Board of Trustees (DBOT) of Florida State College at Jacksonville, hereinafter referred to as “the Board” or “the College,” recognizes the United Faculty of Florida - Florida State College at Jacksonville, as exclusive collective bargaining representative for those faculty members certified by the Public Employee Relations Commission in Case RC-2001-061 and Certification No. 1359, dated April 22, 2002, who are employed by the College with respect to wages, hours and other terms and conditions of employment, as follows:

INCLUDED: All full-time professional employees paid on the instructional salary schedule, including teaching faculty, librarians and counselors of students.

EXCLUDED: All administrative personnel, career employees, part-time faculty, department chairs, faculty program coordinators, managerial and confidential employees.

### **ARTICLE 3: GENERAL PROVISIONS**

SEVERABILITY – If any provision of this Agreement or any application of this Agreement to the parties is held to be contrary to law, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

WAIVER CLAUSE – Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

TOTALITY OF ENTIRE AGREEMENT – The parties agree that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole agreement between the parties for its duration.

Therefore, the College and the Union during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Voluntary communications between the parties shall not be considered collective bargaining as waived in this article.

## **ARTICLE 4: FACULTY RIGHTS**

BARGAINING UNIT RIGHTS – All rights, privileges and benefits expressed in this agreement shall remain in effect for the duration of this agreement.

UNION REPRESENTATION – A faculty member who has the expectation that disciplinary action may be initiated by the College has the right to request Union representation.

NON DISCRIMINATION FOR UNION ACTIVITIES – All full-time faculty of the College shall have the right to join or to refrain from joining the Union. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership.

Any claim or charge of discrimination or unfair labor practice regarding Union activity may be processed through the grievance procedure provided for in this Agreement.

PERSONNEL FILES – There shall be one official personnel file for each faculty member. The official file shall be maintained in the College's Human Resources Department. No derogatory materials relating to a faculty member's conduct, service, character, or personality shall be placed in the personnel file except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file. Faculty shall be notified of any derogatory materials placed in their personnel file and shall receive a copy of such pursuant to Florida statutes and any relevant rules or regulations.

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.

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.

PARKING – Designated faculty parking shall be provided on each campus at no cost to the faculty member.

OFFICE SECURITY – The College shall safeguard the security of College property including offices, equipment and files.

RIGHT TO PRIVACY – The College shall take no action against faculty members for activities pertaining to their private or personal lives except as may otherwise be provided by statute or state board rule to that effect.

ACADEMIC FREEDOM – Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that faculty shall be free from arbitrary limitations on the study, investigation, and presentation of facts and ideas.

## **ARTICLE 5: MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules. These unilateral rights include, but are not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College as specified by Florida statutes; to direct, supervise, schedule and assign the workforce; to maintain the discipline and efficiency of the faculty and operation of the College; to determine the programs and courses of instruction; to determine the College's grading system; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. However the exercise of such rights shall not preclude faculty or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Pursuant to Section 1001.64, Florida Statutes, the College shall be responsible for cost-effective policy decisions appropriate to the College's mission, the implementation and maintenance of high-quality education programs within law and rules of the State Board of Education, the measurement of performance, the reporting of information, and the provision of input regarding state policy, budgeting, and education standards.

The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities, during the period of this Agreement. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses, and not inconsistent with the collective bargaining agreement.

Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that the College can determine for itself on academic grounds, who may teach, what may be taught, how it shall be taught, and who may be admitted to study.

## **ARTICLE 6: UNION RIGHTS**

FREEDOM OF EXPRESSION – Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

ACCESS TO FACILITIES – The Union and its representatives shall have the right to use College facilities for meetings on a space-available basis at no charge during the hours the College is open.

U.S. MAIL DELIVERY – United States mail on which postage has been paid which is received by the College addressed to a faculty member shall be delivered unopened to the faculty member.

ACCESS TO INFORMATION – The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes.

MEMBERSHIP ROSTER – The College will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union, upon request during the fall and spring terms at no cost to the union.

BOARD PACKETS – The College agrees to supply the Union President with a copy of the Board Packet in a timely manner.

OFFICIAL COMMUNICATION – The Union may post official notices on designated campus bulletin boards in faculty areas.

INTERNAL MAIL – The Union may use the College mail and e-mail services, including faculty mail boxes, for official Union communications, so long as the communication is conducted in a responsible manner.

NEW FACULTY ORIENTATION – When the College conducts a campus or collegewide new faculty orientation, UFF-FSCJ may, at its discretion, provide an information packet to be distributed with program materials provided that:

- the information packet is submitted to the College in advance for approval based upon reasonableness of volume and by an agreed upon deadline date;
- the information does not contain political information or solicitation for union membership as prohibited by F.S. 447.509; and
- the copying of the information packet will be done by the Union and will not result in any cost to the College.

RE-ASSIGNED TIME FOR UNION PRESIDENT - The College will grant the Union President a total of six (6) workload units of re-assigned time for the academic year. In consideration for this re-assigned time, the Union President will actively engage with the College's administration to further the relationship between the College and the Union in support of the institutional mission.

## **ARTICLE 7: DUES CHECKOFF**

The College agrees to deduct bi-monthly the Union dues of those employees who individually and voluntarily certify in writing on a prescribed Dues Permit Form ([Appendix A](#)) that they authorize such deductions. The Union shall notify the College of the amount of dues to be deducted, and shall so certify in writing. Any changes in the amount of Union dues requires thirty (30) days' notice in advance in writing to allow the College to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the College shall assess an initial administrative fee and monthly charge to achieve cost recovery in an amount to be agreed to within sixty (60) days for services performed in withholding dues and remittance to the Union. The College shall remit once each month, monies collected and a list of employees paying dues to the Union by the twenty-first (21<sup>st</sup>) day of the following month. Remittance is complete when placed in the U.S. Mail, postage prepaid.

In consideration of the College's agreement to provide the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the College against any and all liability claims of any kind, which the College may incur or sustain as a result of any deduction for Union dues.

Any employee may withdraw from membership in the Union and may withdraw authorization for deduction, at any time upon written notice to the College and the Union. Upon receipt of such notification, the College shall terminate dues within thirty (30) days or as soon as practical.

## **ARTICLE 8: NO STRIKE AND NO WORK STOPPAGE**

The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that there will be no strike, sit down, slow down, sympathy strike, picketing, employee demonstration, stoppage of work, boycott, or any other act that interferes with the College's operations or the performance of its official business, and such persons further agree that they will take appropriate affirmative action in furtherance of the commitment specified above.

Picketing, as referred to in this article, shall mean any action by way of demonstrating, which has the effect of interfering with the ingress and egress or restraining any other employee, student, or member of the public.



## **ARTICLE 9: DISCIPLINE**

Discipline shall be for proper cause and shall be administered as follows:

- Faculty reprimands shall be administered by the supervising academic administrator and shall be for the purpose of stimulating corrective action on the part of the faculty member and preventing improper action in the future. Depending on the seriousness of the offense, reprimands may take the form of a verbal or written reprimand. If a written reprimand is administered, a copy shall be provided to the faculty member and a copy shall be submitted to the Human Resources records department for inclusion in the faculty member's personnel file.
- A faculty member may be suspended with or without pay based upon a recommendation by the Provost/Vice President of Academic Affairs to the College President after consultation with the supervising academic administrator(s). The College President shall provide notice of the suspension to the District Board of Trustees (DBOT) and the faculty member shall be given the opportunity to present his or her version of the controversy at the next regularly scheduled meeting of the DBOT. Discipline that results in suspension without pay may be subject to arbitration provided that the non-renewal of annual contract or the awarding of continuing contract is not subject to arbitration.
- Dismissal of a faculty member shall be by recommendation of the College President to the DBOT, provided that no such faculty member may be dismissed without an opportunity to be heard at a public hearing and provided further, that the charges must be based on misconduct in office, gross insubordination, willful neglect of duty, or conviction of any crime involving moral turpitude.
- A faculty member shall have the right to have his or her union representative attend any meeting with a supervisor where disciplinary action may be taken. It is the responsibility of the faculty member to notify the union representative.
- Pursuant to the provisions of Rule 6A-14.0411, Florida Administrative Code (FAC), when the College President recommends dismissal of a faculty member under continuing contract or returns a continuing contract faculty member to an annual contract, the College President shall notify the faculty member in writing of the recommendation. Within twenty-one (21) days of receipt of the President's notice, the faculty member must file a petition with the DBOT if he or she elects one of the following: (1) public hearing consistent with the policies and procedures of the College; (2) an administrative hearing as set forth in State Board of Education Rule 6A-14.0411, FAC; or (3) the parties can mutually agree to an independent hearing procedure or other alternative dispute resolution process.

## ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURES

STATEMENT OF INTENT - The parties agree to attempt to resolve issues, informally and amicably, prior to the initiation of a grievance in order to foster positive relationships and create an environment of trust, respect, and mutual collaboration. While the parties are attempting to identify and resolve the issue through this amicable process, the timeline of the grievance process is suspended.

### GRIEVANCE PROCEDURE

PURPOSE OF THE GRIEVANCE PROCEDURE – The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall first attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the College shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

DEFINITIONS OF THE GRIEVANCE PROCEDURE – The following definitions will be used for the grievance procedure in this Agreement:

Grievance – an alleged violation of the terms of this Agreement.

Aggrieved or Grievant – any faculty member, group of faculty members or the Union that files a grievance as defined in this article.

Faculty Member – any member of the bargaining unit.

Days, Work Days or Working Days – as used in this article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar.

Respondent – the College or the appropriate administrative official.

GRIEVANCE PROCEDURE – The Union has the right to represent the faculty member and/or be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable effort should be made to expedite the process.

**Step 1 – Informal Discussion** - A grievant shall first discuss the grievance with the respondent, either directly or through the Union’s designated representative, with the objective of resolving the matter within twenty (20) days from the date of discovery. The respondent will render a verbal decision to the faculty member within fifteen (15) days from the date the first discussion was held. In the event the respondent is not available during the twenty (20) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure.

**Step 2 – Written Grievance to Respondent** - If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Chief Human Resource Officer within ten (10) days. Within ten (10) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 3 – Disposition of Grievance** - If the grievance is not settled at Step 2, or if there is no disposition within ten (10) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent's immediate administrative supervisor, with a copy to the Union and the Chief Human Resource Officer. Within five (5) days after receiving the Step 3 written grievance, the respondent's immediate administrative supervisor shall meet with the grievant and/or the Union's designated representative, with the objective of resolving the matter. Within five (5) days after the meeting, the respondent's immediate administrative supervisor shall submit a written decision to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 4 – Written Appeal to the College President** - If the grievance is not settled at Step 3 or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file, and the Union may file a written appeal, with the College President, or designee, (with a copy to the Chief Human Resource Officer) by the tenth (10<sup>th</sup>) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President, or designee, will meet with the aggrieved person and the Union's designated representative(s), with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's grievance chairperson, with a copy to the Chief Human Resource Officer.

## **ARBITRATION PROCEDURE**

If the aggrieved person(s) is not satisfied with the final decision of the formal grievance process, the Union may appeal the grievance to arbitration. The decision to appeal to arbitration will be in writing, addressed to the College President, and received by the College President within twenty (20) days after receipt of the College's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure and subject to this Article. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

**SELECTION OF THE ARBITRATOR** – Within twenty (20) days of receipt by the President of the aggrieved person's notification to appeal to arbitration, representatives of the President and the Union shall meet for the purpose of selecting an arbitrator. If within twenty (20) days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall

be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

AUTHORITY OF THE ARBITRATOR – The arbitrator shall be limited to the grievance submitted.

In the area of financial awards, the power of the arbitrator shall be limited to cases where the aggrieved person has been judged to have been discharged or suspended without cause and the arbitrator's power in such cases shall be limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to award continuing contract status. If the arbitrator's award includes back pay, interim earnings from other sources shall be deducted from the award. Failure to mitigate and/or laches may also be considered as a deduction or set-off.

The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement.

Arbitration shall be confined solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the College. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective action.

The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

CONDUCT OF THE HEARING – If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance may be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Each party shall have the right to present evidence, present, cross-examine and/or sequester witnesses, and submit a post-hearing brief.

DISPOSITION – The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by certified mail, return receipt requested.

FILES – Grievance materials will be maintained in a file designated by the President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's personnel file.

PROCESSING – The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

COSTS OF THE ARBITRATION – The parties shall share equally in the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

The arbitrator shall render a decision in writing by the thirtieth (30<sup>th</sup>) day after the close of hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs. However, time limitations may be adjusted by mutual agreement between the parties.

This arbitration procedure cannot be used by the Union or any employee to dispute a decision made by the College not to renew the contract of a faculty member on annual contract, or to dispute a decision by the College not to award a continuing contract to a unit employee. Nothing in this Article will be interpreted to extend the time a faculty member has to file a petition or appeal of such adverse action under the Florida Administrative Code or other applicable time limits.

## **ARTICLE 11: FACULTY EVALUATION**

The evaluation of faculty shall conform to the laws, rules, and regulations of the State of Florida related to full-time faculty duties and responsibilities. Faculty evaluation shall be conducted in a fair, constructive, objective manner and shall serve to maintain and improve the quality of instruction and support services in furtherance of the College's primary mission. The goal of the evaluation is to encourage and recognize excellence in faculty performance and to provide the opportunity for faculty members and their supervisors to discuss performance regularly and in a consistent manner throughout the College.

### **Performance Criteria: Essential Specific Responsibilities**

All faculty will be evaluated using the essential responsibilities regardless of the faculty member's assignment: teaching, librarian, or counselor. In addition, responsibilities specific to the type of faculty assignment will be used as additional criteria that will provide more discrete information in the performance evaluation and feedback cycle. The essential and specific responsibilities are found in [Appendix B](#), Faculty Evaluation Forms.

### **Procedures**

Faculty on annual contract will be evaluated once a year. First year faculty will be evaluated during their second semester of employment.

Faculty on continuing contract will be evaluated once every three (3) years. The supervising administrator may evaluate the continuing contract faculty member more frequently if concerns arise about the faculty member's quality of instruction or methodology. Supervisors shall consult with faculty regarding perceived problems in a timely manner, as appropriate.

The supervising administrator shall use multiple sources of data, including the findings of observations, the results of the evaluation of instruction by student survey of course sections taught by the faculty member, student results, and pertinent anecdotal information to complete the current evaluation form. The supervising administrator will discuss the conclusions identified on the final evaluation form with the faculty member, will affix his or her signature and provide for the signature of the faculty member. The signature of the faculty member does not necessarily imply agreement with the evaluation. The faculty member will be given a copy of the signed evaluation form and the original will be provided to Human Resources for inclusion in the faculty member's personnel file. The faculty member may attach a statement, which will become a part of the evaluation.

### **Observations and Visits**

Observations and visits for seated and online classes shall occur when the faculty member is performing regular work duties. The supervising administrator initiates at least one observation by scheduling a mutually agreeable date and time and alerting the faculty member as to the purpose of the observation.

Feedback regarding the findings of the scheduled observation shall be provided to the faculty member in a pre-scheduled conference to be held no later than ten (10) workdays following the observation. A

conference summary memo will be provided to the faculty member following the meeting and will provide a part of the basis for the overall evaluation.

### **Student Survey**

Students will have an opportunity to complete the appropriate FSCJ Student Evaluation of Instruction (SEI) form on-line for each course section taught by his or her instructor. The individual report information and comments will be provided to the faculty member, the supervisor, and the Executive Chair/Campus President. Report information by program and discipline will be provided to the Provost/Vice President of Academic Affairs. The final FSCJ Student Evaluation of Instruction (SEI) online form consists of the 15 questions that are attached and five (5) additional questions determined by a joint committee.

### **Ratings**

The faculty member's performance will be measured against the performance criteria and will be rated as follows:

- Exemplary – Responsibilities exceeded and is deserving of special recognition.
- Satisfactory – Responsibilities met.
- Needs Improvement – Improvement is needed to meet responsibilities.
- Unsatisfactory – Responsibilities not met.
- Not Applicable (NA) – Does not apply to the faculty member's current assignment

A committee, with equal representation from the Union and the Administration, shall be jointly established to develop non-binding recommendations and options for modifications and improvements to the faculty evaluation tool and the student survey to be presented for consideration at the next contract negotiation. The committee will provide an annual progress report to the Union and the Administration with the first report due June 30, 2017.

Examples will be provided for each responsibility that is Needs Improvement or Unsatisfactory. If an overall rating of Needs Improvement is determined, the supervising administrator shall consult with and obtain the concurrence of the Executive Chair/Campus President. The faculty member shall be provided an opportunity to improve his or her performance and an improvement plan shall be developed in collaboration with the faculty member's immediate supervisor. The performance improvement period shall not exceed one semester following the initial Needs Improvement rating or the time at which the annual contract appointment must be made.

If an overall rating of Unsatisfactory is determined, it requires concurrence of the Executive Chair/Campus President and, at the Executive Chair/Campus President's discretion, an improvement plan may be developed as noted above.

Nothing in this Article is intended to preclude any due process proceeding addressing disciplinary action, as appropriate.

The results of the faculty evaluation and subsequent employment decisions shall not be subject to the grievance process.

## **ARTICLE 12: ISSUANCE OF ANNUAL CONTRACTS**

Faculty other than those on continuing contract shall receive an annual contract using the form prescribed by the District Board of Trustees (DBOT). The annual contract shall not create the expectancy of employment beyond the term of the contract. Annual contract faculty shall be notified of non-renewal at the earliest possible date but no later than April 30th. Non-renewal of the contract shall not entitle the faculty member to the reason(s) for non-renewal or to a hearing.

Contracts are conditioned on a minimum number of students.

Payment of salary for contracts issued to full-time faculty who are employed by sponsored projects, grants, or contracts for services are conditioned on the availability of funds.

LENGTH OF ANNUAL CONTRACTS – Standard annual contracts will be the same in duration as those for faculty on continuing contract. Annual contracts on a pro rata basis may be issued. Annual contracts for practitioners may be issued. The contract lengths for both pro rata employment and practitioner employment will vary.



## ARTICLE 13: CONTINUING CONTRACTS

*ELIGIBILITY – The Board shall provide a continuing contract to eligible faculty pursuant to the applicable provisions of State Board of Education Rule 6A-14.0411 and the review process specified herein. Faculty includes full-time teaching faculty, librarians and counselors.*

- A faculty member must serve at least ninety-one (91) workdays in that year to receive credit for the year.
- Effective with the 2014-15 academic year, any faculty member hired prior to August 13, 2013 will be eligible to apply for continuing contract if they have completed three (3) years of continuous satisfactory service at Florida State College at Jacksonville over the previous five (5) year period except for leave duly awarded and granted.
- Effective with the 2014-15 academic year, any faculty member hired August 14, 2013 and/or thereafter will be eligible to apply for continuing contract if they have completed five (5) years of continuous satisfactory service at Florida State College at Jacksonville over the previous seven (7) year period except for leave duly awarded and granted. A faculty member may apply after eight (8) or more years of continuous service at FSCJ as long as they meet the service criteria in the previous sentence.
- Newly hired faculty will be given credit for documented continuous satisfactory service as a current continuing contract faculty member at a regionally accredited institution of higher education for a maximum of three (3) years to be credited toward continuing contract eligibility at the College.

Continuing contract satisfactory service is defined as:

- Service that meets or exceeds the professional responsibilities that are an integral part of the faculty evaluation system.
- Professional development that contributes to the individual's professional knowledge in his or her discipline/program at the College.
- Any other representation of professional service at the College as may be appropriate.

A faculty member who has served as an administrator for more than twenty-four (24) consecutive months and was previously a continuing contract faculty member at FSCJ, upon returning to a full-time faculty primary assignment, will be granted continuing contract after two (2) years of satisfactory performance without needing to go through the procedure outlined herein.

Notwithstanding the above, a faculty member who serves in a non-instructional assignment at FSCJ for twenty-four (24) consecutive months or less and then returns to faculty shall regain their previous faculty contract status.

The movement of a faculty member from continuing contract to annual contract shall be the result of a written documented disciplinary action by the College based on a disciplinary infraction per Article 9; or the result of unsatisfactory compliance with a written performance improvement plan per Article 11 of this Agreement. A written improvement plan will include notice that continuing contract may be in jeopardy. The decision to move a faculty member from continuing contract to annual contract shall be in compliance with State Board of Education (SBE) Rule 6A-14.0411 and the faculty member shall be given reasonable notice.

The Union President will be notified within ten (10) workdays of the receipt by Human Resources of the final needs improvement plan.

For the 2014-15 academic year, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least three (3) years of continuous satisfactory service during a period not in excess of five (5) years starting with their first year back on annual contract.

For the 2015-16 academic year and every year thereafter, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least five (5) years of continuous satisfactory service during a period not in excess of seven (7) years starting with their first year back on annual contract.

STEPS IN CONDUCTING CONTRACT REVIEW – The review process for the application requires letters of endorsement or non-endorsement at each step in the process. If an endorser concurs with the endorsement of the applicant expressed by a subordinate, he or she may simply add his or her signature to the subordinate's letter. If the recommendation at any level is non-endorsement, the individual or committee not endorsing the application must provide specific reasons, in terms of the major criteria, for the non-endorsement. In any case, the applicant will be provided with a copy of the resultant letter at each step in the process. Non-endorsement at any step does not stop the process.

1. The applicant will electronically submit all relevant materials to his or her immediate supervisor according to the guidelines of the Collegewide Continuing Contract Committee, no later than ~~the~~ September 1<sup>st</sup> of the eligible year.
2. The immediate supervisor will review the application for completeness and forward the package to the appropriate dean by September 15<sup>th</sup>, with a letter of endorsement or non-endorsement based on the consensus of the department members.
3. The dean will review the application and forward it to the Campus Continuing Contract Committee by October 1<sup>st</sup>, with a letter of endorsement or non-endorsement.

4. The Campus Continuing Contract Committee will review the application and recommendations, and may interview the candidate. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the Collegewide Continuing Contract Committee by November 1<sup>st</sup>.
5. The Collegewide Continuing Contract Committee will review the application and recommendations, and may interview the candidate at its discretion. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the Executive Chair/Campus President by the end of the fall term.
6. The Executive Chair/Campus President will review the application package and recommendations, and may choose to interview the candidate. The application will be forwarded to the College President, or designee, by January 31<sup>st</sup> with a statement of endorsement or non-endorsement. The Executive Chair/Campus President shall also provide evidence of continuing need for the position in compliance with Board Rule 6Hx7-3.6.
7. The College President, or designee, will notify the candidate of the disposition of the application by the last day of February. Successful applications will be recommended to the District Board of Trustees (DBOT) at the first Board meeting following the College President's notification. The successful candidates are subject to Article 12: Issuance of Annual Contracts and will remain in active annual contract status until Board action on continuing contracts.

In the event an applicant is not successful, the application may be re-submitted one (1) calendar year after the previous submission.

CRITERIA FOR CONTINUING CONTRACT CONSIDERATION – Faculty who have demonstrated successful performance as measured against the essential and specific responsibilities of their primary assignment, who meet the eligibility criteria within this article, and who are in positions of continuing need by the College, and who apply shall be considered for continuing contract.

COMMITTEES – Committee members will be appointed jointly by the College, the Faculty Senate and the Union from a list of faculty who have indicated an interest in serving. All committee terms of office will be for two (2) years, except the first year, when two (2) of the campus committee seats and four (4) of the collegewide committee seats will be for one (1) year terms in order to establish staggered terms for continuity. All members of the committees must be continuing contract faculty.

Each campus with full-time faculty who are on continuing contract or eligible for continuing contract will have a Campus Continuing Contract Committee. The committee will consist of five (5) campus faculty, appointed for two (2) year terms, and two (2) campus faculty appointed on a temporary basis by the senior faculty member from the applicant's department, to serve for the consideration of that applicant's application. In the event the applicant's department is too small to provide the two (2) temporary committee members, continuing contract faculty from other departments may be appointed. The committee will elect a chair from the five (5) regular members.

The College Continuing Contract Committee will consist of 11 full-time faculty members appointed for two (2) year terms. The seats will be allocated as follows: Two (2) members each from the Downtown Campus, North Campus, Open Campus/DWC, South Campus and Kent Campus. The Union shall appoint one member at large. The committee will elect a chair from its membership.

The campus and collegewide committees should be appointed no later than October 1<sup>st</sup>.

DOCUMENTATION GUIDELINES – Guidelines for application documentation will be developed by the Collegewide Continuing Contract Committee with input from the Executive Chairs of the Schools. The guidelines will be reviewed annually and distributed to annual contract faculty at the end of the spring term. The documentation will be to provide evidence of the major criteria as measured by performance of the essential and specific responsibilities in the assigned faculty position during the preceding two (2) years.

## **ARTICLE 14: TEACHING QUALIFICATIONS**

Full-time faculty must meet the minimum qualifications established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) (see SACSCOC Comprehensive Standard 3.7.1).

Official transcript(s) from all degree granting institutions bearing the seal of the institution, and the signature of the registrar, must be placed on file with the Human Resources records department prior to the first term of employment with the College. Where applicable, the following documentation is also required but may not be limited to:

- For international institutions, a copy of the Foreign Evaluation Verification Letter from an approved NACES agency.
- For occupational credentialing, a copy of the non-expired State Occupational License or Industry Certification/License.
- For occupational and adult education credentialing, verification of work experience submitted on the employer's business stationary, including specific beginning and ending dates and job titles held during the last 3-5 years.

## **ARTICLE 15: FACULTY SABBATICAL**

The Faculty Sabbatical Program is designed to encourage full-time faculty to take advantage of opportunities for professional growth and development. The sabbatical may be awarded for development of a program of study, instructional methodology, collaboration with business, research, or writing of importance that furthers the goals of the College. The sabbatical may vary in length from one semester to one full contract year.

### **Eligibility**

Any full-time faculty member on continuing contract who has not been awarded a sabbatical during the last five (5) years and who has satisfactory or better evaluations shall be eligible to apply for sabbatical.

The number of faculty on sabbatical at any time shall not exceed 5% of the total number of full-time faculty positions.

Application must be completed no later than the first Monday in February of the academic year preceding the sabbatical period.

### **Proposal Review Process**

Initial review of sabbatical requests will be by the faculty member's immediate supervisor and appropriate dean. If approved, Faculty Sabbatical Proposals will be reviewed by the Faculty Sabbatical Review Committee. This committee will consist of nine (9) members as follows:

- Three (3) faculty members appointed by the Union;
- Three (3) administrators appointed by the Provost/Vice President of Academic Affairs in consultation with the Executive Chairs/campus presidents;
- Two (2) faculty members appointed by the Faculty Senate; and
- One (1) administrator designee of the Provost/Vice President of Academic Affairs who shall serve as the Committee Chair and shall not be a voting member except as needed to break a tie.

The committee will meet by the first Monday in March and will submit its recommendations to the Executive Chair/Campus President by the last Friday in March.

Membership on this committee precludes award of a sabbatical during the year of committee membership. Recommendations of this committee will be forwarded to the Executive Chair/Campus President where the faculty member is assigned. The Executive Chair/Campus President's recommendation will be forwarded to the Provost/Vice President of Academic Affairs for review. After review, the recommendation is forwarded to the College President. If approved, the College President will submit the names of the recommended faculty members to the District Board of Trustees at the May meeting for final approval. If the application for sabbatical is denied, the applicant will be informed in writing by the College President before the May Board meeting.

Once approved, the beginning date of the sabbatical may be moved to a later date during the same academic year upon the request of the faculty member and with approval of his/her supervising administrator.

### **Selection Criteria**

Criteria for the award of the sabbatical shall include:

- Support of immediate supervisor, appropriate campus dean, and Executive Chair/Campus President
- Cost of the proposed sabbatical
- Enhancement to student learning outcomes
- Relationship to College goals
- Benefit to the College

### **Salary During Sabbatical**

Faculty awarded a sabbatical shall receive salary at the rate of 70% of the current base salary plus continuation of current benefits.

### **Payback Procedures**

Faculty accepting a sabbatical agree to continue working full-time for the College for a length of time that is twice the number of days of the sabbatical awarded.

Should the faculty member's full-time employment with the College be terminated at the initiation of the College prior to completion of the payback period, any remaining days owed to the College shall be cancelled effective the date of the faculty member's termination. Should the faculty member's full-time employment with the College be terminated for cause or at the initiation of the employee prior to completion of the payback period, payment on a pro-rated basis of salaries received during the sabbatical period shall be recovered as a debt and shall be withheld from the employee's final pay document. Should the final pay be insufficient to cover the amount of the debt, the faculty member shall remain obligated to the College for payment of the outstanding balance. Should the employee not render payment to the College for this amount, the College shall initiate appropriate collection procedures allowable under the law.

Should the faculty member fail to comply with all requirements of this Article, the faculty member shall pay back the College in full the 70% salary awarded during the sabbatical.

Should the faculty member request termination of the sabbatical before its completion, the College shall determine whether to grant or deny the request.

When a faculty member returns to the College, full salary shall be paid. Payback rules shall apply for the number of days actually on sabbatical.

## **Other Employment During Sabbatical**

Faculty members shall not be employed from any other source during the period of the sabbatical except for approved externships related to the purpose of the sabbatical and pre-existing part-time employment.

## **Evaluation Procedure**

Following completion of the sabbatical, the faculty member will submit a written report, which includes evaluation of the sabbatical in terms of the objectives stated in the application. This report will be submitted to the Executive Chair/Campus President and Provost/Vice President of Academic Affairs within eight (8) weeks of completion of the sabbatical.

See [Appendix D](#) for application.



## ARTICLE 16: LEAVES

### Personal and Sick Leave

Personal and Sick Leave Accrual – A full-time faculty member of the College shall earn eight (8) hours of sick leave for each calendar month of employment or major fraction of a calendar month (one day more than half the actual number of days in the month) of employment. Sick Leave is cumulative from year to year.

A faculty member may use up to four (4) days (32 hours) of personal leave in any one (1) calendar year with these hours charged to accrued sick leave. Personal leave shall not be cumulative from year to year.

Faculty, counselors and librarians will be charged eight (8) hours of sick leave when a full day of scheduled hours has been used for sick or personal leave. Actual hours will be charged when a portion of a day of scheduled hours has been used for sick or personal leave.

Sick Leave Pool – Faculty may elect to participate in the College sick leave pool. Faculty having an accrual of 72 sick leave hours or more who have been employed with FSCJ for at least one full year are eligible to join this pool. Enrollment is accomplished by contributing 16 hours from the enrollee's personal sick leave account to the pool through the use of an application form. Enrollment is open annually, with an effective date of the first workday in January. Eligibility for this enrollment will be established one month prior to each effective date. To be eligible employees must meet the criteria by the first pay date in December.

Administration of Sick Leave Pool – The sick leave pool shall be administered by a Sick Leave Pool Committee. The Union shall appoint two (2) faculty members to the committee.

Terminal Leave Pay – Payment of Sick Leave Upon Retirement/Death: A full-time employee at the time of formal retirement with the State of Florida, or the employee's beneficiary, if the service is terminated by death, shall receive terminal pay based on the accumulated sick leave days credited to the employee at the time of retirement or death as follows:

- During the first three (3) years of service at the College, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Payment of Sick Leave Upon Separation – A full-time employee terminating his/her employment shall receive terminal pay for accumulated sick leave as follows:

- During the seventh (7), eighth (8) or ninth (9) year of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.
- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Extended Leave Without Pay – A maximum of one (1) year leave of absence without pay may be granted due to medical necessity when other forms of personal and sick leave are exhausted; however, the Board may specifically elect to extend an individual's leave beyond the normal time frame established above. Any such extension shall be recommended by the College President.

A faculty member's request shall be responded to by the Executive Chair/Campus President or, if applicable, the appropriate Vice President within ten (10) workdays of receipt.

Leave Without Pay for Professional Purposes – A faculty member shall submit a written request for a leave without pay for study or professional or career development purposes for up to one academic term. Application for such leave shall be made through the supervising academic administrator(s) to the Executive Chair/Campus President by no later than midpoint of the preceding academic term. The Executive Chair/Campus President shall approve such application provided a qualified substitute can be secured. Written notice shall be provided to the faculty member no later than fifteen (15) days prior to the start of the academic term or proposed commencement of leave date, whichever is sooner.

## **ARTICLE 17: TRANSFERS**

Full-time faculty members shall have the right to seek a transfer to an announced vacancy for which they meet the advertised minimum qualifications, as follows:

When a faculty vacancy becomes available and is approved to be filled through the College's standard employment processes, regularly appointed full-time faculty may apply for a transfer.

Full-time faculty will be provided notice that a faculty vacancy will be advertised through the College's email system. Interested faculty must then notify the HR Employment Manager within ten (10) workdays by email if there is an interest in being considered for transfer.

Full-time transfer applicants who meet the minimum qualifications for the position and who have an overall satisfactory evaluation rating on the most recent evaluation will be considered for the position before external applicants, including adjunct instructors.

A transfer screening committee shall be appointed by the hiring administrator to review the request(s) for transfer. The committee shall be composed of a minimum of three (3) members, the majority of whom shall be faculty, and shall include at least one (1) faculty member from the specific discipline of the position. Adjunct instructors are not eligible to serve. The transfer screening committee chairperson shall be either the appropriate campus dean, or designee. The Executive Chair/Campus President will make the recommendation for transfer or will deny the transfer request.

In the event that a transfer request is denied and before external applications are opened for screening committee review, the Executive Chair/Campus President will notify the transfer applicant in writing as to the reason for denial of the transfer request and shall state the specific criteria used to reach the decision.

## ARTICLE 17-A: VACANCIES

Full-time faculty members shall serve on screening committees when faculty vacancies occur and are approved to be filled through the College's standard employment procedures.

The Faculty Senate President and the hiring administrator shall jointly select the faculty members of the search committee.

Committees should be composed of faculty and other college staff-members. Preference to serve on a committee will be given to faculty who meet the credentialing requirements of the advertised position. In the event that there are not sufficient faculty from the specific discipline at the college to serve on the committees, representatives from advisory committees and experts in the field may be appointed as deemed appropriate by the hiring administrator. No more than one third of a committee may be non-full time employees of the College. Newly hired faculty may be included on screening committees at their request.

The screening committee should be chaired by a faculty member. Preference to chair a committee will be given to faculty in the discipline and credentialed in the specific field of the position.

When a position is advertised, the hiring administrator shall appoint a screening committee as follows:

- A. Single Vacancy – The committee shall be composed of a minimum of five (5) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members shall be faculty from the discipline or similar discipline and at least two (2) faculty members of the committee shall be from the campus where the vacancy resides.
- B. Vacancies at Multiple Campuses – If there are two or more vacant positions at the same time in the same discipline and those positions are assigned to different campuses, the hiring administrators may appoint one (1) collegewide committee to fill the vacancies. That committee shall be composed of a minimum of seven (7) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members shall be faculty from the discipline or similar discipline and at least one (1) faculty-member of the committee shall be from each of the campuses where the vacancies reside.

### CLERICAL ASSISTANCE AND SUPPORT

Clerical assistance will be provided throughout the process by the office of the hiring administrator. The Office of Human Resources is available throughout the process for consultation.

### RESPONSIBILITIES OF THE SCREENING COMMITTEE CHAIR

- Prepare the schedule for the interview process and notify the hiring administrator of the schedule for all interviews and visits so that they may have an opportunity to meet and interview all candidates.

- Coordinate the interview process including contacting candidates, scheduling interviews and notifying the hiring administrator.
- Collect all interview documents and provide to the hiring administrator.

#### RESPONSIBILITIES OF THE HIRING ADMINISTRATOR

- Conduct a telephone check of references for applicants and notify the committee of important information.
- Assist the out of town applicant(s) with completing the reimbursement request form as appropriate insuring that all charges are properly documented with receipts.
- Forward the reimbursement requests completed by out of town interviewee(s) directly to the director of budget and payroll for approval and payment in accordance with established procedures.
- Call, email or write to all applicants brought to the college about the decision to hire or not, with the assistance of Human Resources.
- Ensure all written material is collected at the end of the process and submitted to Human Resources.

#### RESPONSIBILITIES OF THE SCREENING COMMITTEE

At the initial meeting, the hiring administrator conveys to the committee the instructional and academic needs of the position to be filled. Appropriate guidance will also be given at that time by a representative of the Office of Human Resources.

The screening committee:

- Establishes screening criteria to be applied before viewing applications based on the needs of the advertised position. This criteria will be stated in writing and approved by the majority of the committee members. These stated and approved criteria will be applied to all applicants.
- Develops a plan whereby they are able to assess each candidate's teaching and other relevant skills. This should include observation of instructional methods as appropriate.
- Reviews all applications received using the stated and approved criteria and develops a list of applicants recommended for interview.
- Conducts an initial interview via a telephone or video conference call if needed.
- Conducts face-to-face interviews including a teaching demonstration when appropriate. Generally, 3-4 candidates are invited for face-to-face interviews.

- Identifies strengths and weaknesses of finalists recommended for the position, and strengths and weaknesses of finalists not recommended for the position.

## COMMITTEE'S RECOMMENDATION FOR HIRING

- A. Single Vacancy: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator the most well suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.
- B. Multiple Vacancies: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator(s) the most well-suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.

Upon completion of the interview process, the committee chairperson will submit the finalist list to the hiring administrator.

If the hiring administrator does not select one of the recommended candidates, the screening committee will reconvene to examine other possibilities.

Following the examination of other possibilities with the screening committee, and in the event no recommendation to hire is made by the hiring administrator, then the search must be reopened with a new call for applicants. A new committee may be selected (which may or may not include members from the first committee).

## RECOMMENDATION FOR EMPLOYMENT

Upon completion of the interviews and after receiving the recommendation from the screening committee via the chair, the hiring administrator will make the recommendation for employment to the Executive Chair/Campus President. Upon approval, the Executive Chair/Campus President forwards the recommendation to the Office of Human Resources. If the Chief Human Resource Officer, or designee, has concerns regarding the recommendation, he/she shall contact the Executive Chair/Campus President to resolve the issue.

In the event that the search process to fill a vacancy does not result in the selection and recommendation to be hired or in situations where there is insufficient time to complete a properly constituted search process, only a temporary appointment of a faculty member shall be made. In such instances, the appointment shall not exceed one (1) academic year.

Upon completion of the process, Human Resources will notify all applicants of the college's decision to hire or not hire the candidate.

## **ARTICLE 18: REDUCTION IN FORCE**

The parties understand and agree that employment decisions will be made in the best interest of the students and the College; however, the parties recognize that should the Board have to choose from among its full-time faculty as to which should be retained, among the criteria to be considered shall be educational qualifications, efficiency and capacity to meet the educational needs of the community. When criteria are substantially equal, the determining factor shall be length of service with the College.

Whenever circumstances related to available resources require the College to cut back its programs/staff, any full-time faculty who is a part of a reduction in force at the College due to such cutback shall be offered the opportunity of first acceptance or refusal to return to work as specified below:

The offer of return pursuant to this rule shall continue for twelve (12) months following the reduction in force caused by the cutback.

The provisions cited herein are applicable whenever a vacant position becomes available:

- which is substantially similar to the position held by the affected individual at the time of separation caused by the cutback, and
- for which the affected individual is qualified or can become qualified within thirty (30) calendar days following return to work.

The offer of first acceptance or refusal shall be open ten (10) workdays following the notice by certified mail to the affected individual of the position availability. If no written response is received from the affected individual within that time frame, the College shall conclude the affected individual is no longer interested in employment as provided by this rule. It shall at all times be the responsibility of the affected individual to provide the College a correct mailing address to which to forward any correspondence related hereto.

If the offer provided above is refused for whatever reason, this rule shall no longer have any applicability to the affected individual's employment status at the College.

In addition to the foregoing, for a period of six (6) months following such a displaced employee's termination date, the individual displaced pursuant thereto shall be given first consideration for an opening in a position dissimilar to the individual's position eliminated in the cutback, provided the individual is interested and qualified.

The provisions of this rule shall be applicable only to full-time faculty whose positions are not funded from categorical, sponsored, contracted or project fund sources.

Recall shall be in reverse order with the last faculty member displaced becoming the first to be recalled.

A faculty member who is recalled to a faculty position is entitled to seniority, salary and benefits as if no interruption had occurred.

## **ARTICLE 19: SUBSTITUTE COVERAGE**

It is the responsibility of the assigned faculty member to meet each class for the complete period and days scheduled. When personal or family illness or approved assigned duty elsewhere prevents the faculty member from meeting the scheduled class, it is the faculty member's responsibility to communicate with the supervisor and provide recommendations for a substitute and/or alternative assignment(s) for the students, whenever practical or reasonable.

Prior approval must be given by the appropriate administrator for substitute coverage.

When a full-time faculty member substitutes for other full-time faculty members for more than three (3) contact hours in a given term, the substituting faculty member shall be paid at the established part-time rate commencing with the fourth contact hour.



## **ARTICLE 20: TEXTBOOK SELECTION**

The selection of textbooks and supplementary materials to be used are the prerogative and responsibility of the full-time faculty member and shall be determined according to departmental guidelines. The parties agree that student access to affordable high quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The faculty and the administration are committed to the on-going development of appropriate policies, procedures and standards for the selection of textbooks and course materials to maximize student success, access and affordability. A committee, with equal representation from the Union and the Administration, shall be jointly established to annually develop non-binding recommendations addressing textbook affordability. The initial meeting of this committee shall be no later than September 30, 2016 with initial recommendations delivered to the Provost and the President of the Faculty Senate by the end of each academic year.

Textbooks to be used for a non-sequential, college credit course shall be selected by each faculty member from a list of textbooks agreed upon by the faculty.

The list of textbooks shall be developed by the respective departments on the individual campus and shall be reviewed as appropriate.

In the interests of students, academic departments shall agree upon texts to be used collegewide in sequential\* courses using the following procedure:

- Faculty within each department representing each campus shall serve on a collegewide committee to select by majority vote one textbook to be used in each course in the sequence.
- An accompanying list of supplemental texts and ancillary instructional materials may be selected by each faculty in addition to the course text, to meet the needs of the particular discipline.

Textbooks selected by the collegewide committee will be used for a minimum period of two (2) years unless the collegewide committee determines that a shorter period is appropriate, on a case-by-case basis.

The list of selected textbooks will be submitted by the established deadline or the textbooks in current use will be reordered.

\* A sequential course is a course as defined by the collegewide committee.

## **ARTICLE 21: PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY**

**PURPOSE** - The College and the faculty have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members to develop and publish scholarly and creative works and educational materials. Such activities increase professional knowledge, provide creative models for students, and bring recognition to the College. In accordance with that mutual goal, the purpose of this Article is to identify ownership, uses, and rights regarding certain Intellectual Property (as defined below) that may be created by faculty members.

**DEFINITIONS** – The following definitions shall apply to this Article:

**Intellectual Property** – means any and all copyrightable materials (including all derivative works, updates, and modifications), inventions (whether patentable or not), tangible research materials, trademarks, trade names, and trade secrets. Intellectual Property includes but is not limited to, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, works of art and design, photographs, films, video and audio recordings, computer software, web based materials, architectural and engineering drawings, choreography, publications, compositions, discoveries, and processes.

**Scholarly Work(s)** – means scholarly and instructional Intellectual Property created by faculty at the College for which the intended purpose is to educate students or disseminate the results of academic research or scholarly study, such as books, articles, electronic media. Scholarly Works include but are not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead/Power Point© presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression.

**Substantial College Support** – means financial, personnel, or other support provided by the College to faculty members over and above the cost of the faculty member's normal: compensation, office space, technological, computer, and other College services, audio-visual services and equipment, minimal secretarial support, local telephone use, minimal office supplies, and copy services. Examples of Substantial College Support would include, but is are not limited to: using College lab space for research or providing a research assistant, etc.

**Work-For-Hire** – means any work specifically ordered or commissioned by the College or any materials that are developed within specific task or project of the College that is performed by a faculty member outside of the faculty member's regular instructional activities and/or for which the faculty member receives additional compensation not related to instructional activities. In such instances, the parties shall strive to agree in writing the details of the work performed, materials developed and compensation, as applicable. However, a writing is not necessary to create a Work-For-Hire. Any Scholarly Work(s) developed prior to but included within the materials developed for a specific task or projects are excluded from the definition of Work-For-Hire.

Net Revenues – means gross revenue collected minus expenses incurred in connection with the creation, commercializing and/or copyrighting or patenting of the Intellectual Property, including, but not limited to, direct costs of obtaining, securing, and marketing copyrights or patents, indirect costs, and all reasonable attorneys’ fees. For purposes of this Agreement, Net Revenues only include Net Revenues collected by the College.

**SOLE OWNERSHIP BY FACULTY** - The faculty member(s) shall be the sole and exclusive owner of the following Intellectual Property (s)he created, to which the College waives any and all ownership interest:

1. Any and all Intellectual Property created without Substantial Support.
2. Any and all Scholarly Work that is part of the faculty member’s instructional assignments, regardless of the degree of support provided by the College.
3. The parties acknowledge and agree that this section shall not apply to Intellectual Property created by a faculty member under a “Work-for-Hire” agreement with the College, or to Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.

**SOLE OWNERSHIP BY THE COLLEGE** - The College shall be the sole and exclusive owner of the following Intellectual Property, to which the faculty member waives any and all ownership interest:

1. Intellectual Property wherein the faculty member(s) received Substantial Support from the College (except for Scholarly Works).
2. Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property, unless otherwise noted in the grant.
3. Intellectual Property created by a faculty member for the College as a Work- For-Hire.

**USE OF INTELLECTUAL PROPERTY** –

1. The College acknowledges that a faculty member owns all legal rights in the Intellectual Property (s)he owns, including the right to use, reproduce, distribute, and prepare derivative works.
2. The Faculty acknowledge that the College owns all legal rights in the Intellectual Property it owns, including the right to use, reproduce, distribute, and prepare derivative works.
3. Either Party may use Intellectual Property owned by the other Party as authorized by law (i.e., “Fair Use”).

4. For that Intellectual Property that is owned by the College, all faculty, including the creator(s), may only use such property for instructional purposes at the College, unless otherwise agreed to in writing by the College.
5. A faculty member who wishes to identify his or her relationship with the College with regard to any Intellectual Property (s)he owns shall seek prior approval in writing (e-mail included) from the Provost / Vice President of Academic Affairs. If the Provost / Vice President of Academic Affairs does not respond within thirty (30) calendar days, the request shall be deemed approved.
6. If the College wishes to use any Intellectual Property owned by a faculty member in any promotional or marketing materials of the College, the College shall seek prior approval in writing (e-mail included) from the faculty member who created the Intellectual Property. If the faculty member to whom the request was submitted does not respond within thirty (30) calendar days, the request shall be deemed approved. Likewise, the College shall honor any request by a faculty to remove the faculty member's name from any College owned Intellectual Property which is being attributed to that faculty member.
7. In the event that a faculty member includes his/her Scholarly Work within a Work-For-Hire, then unless otherwise agreed in writing, the College shall have a perpetual, royalty free license to use the Scholarly Work within the intended purpose of the Work-For-Hire.

**COMPENSATION** - A faculty member(s) who creates College owned Intellectual Property, shall be compensated by the College on one of the terms set forth below, which shall be agreed upon by the parties in writing. Payment of compensation under this Section shall not continue beyond the expiration of the statutory period of protection for any Intellectual Property. Prior to the monetization of any College owned Intellectual Property, the College and the faculty member(s) involved shall execute a written agreement that includes an acknowledgment identifying one of the compensation arrangements set forth below.

1. Forty percent (40%) of the Net Revenues collected by the College for each Intellectual Property created under this Article shall be set aside annually by the College and Net Revenues shall be divided equally among the faculty member creator(s) of the Intellectual Property. The faculty member co-creators may agree to an alternative distribution arrangement by providing the College with a written agreement evidencing this arrangement. The College shall have no obligation to pursue or pay uncollected Net Revenues. However, this does not preclude a faculty member from pursuing uncollected Net Revenues due to the faculty member.
2. A flat rate negotiated in advance between the College and the faculty member creator(s).

**GRANT/SPONSOR SUPPORTED EFFORTS AND OTHER CONTRACTS ENTERED INTO BY THE COLLEGE** – From time to time, the College may enter into grant/sponsor agreements or other agreements whereby the College is developing Intellectual Property for a customer. Ownership of Intellectual Property produced under a grant/sponsor-supported projects or other contract shall first be determined by the specific terms and conditions of the grant/sponsor agreement or contract. In the event that the grant/sponsor agreement or other contract is silent

with respect to ownership, then any Intellectual Property produced as a result of such efforts shall be owned by the College unless otherwise agreed between the College and the Faculty member(s).

## **ARTICLE 22: OUTSIDE EMPLOYMENT**

Faculty members shall ensure that outside and self-employment must not affect the member's scheduled assignments or scheduled responsibilities at the College.

No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment or business interests. Faculty members who engage in outside employment or self-employment shall not conduct such business during duty hours, nor use any College equipment or supplies for such purposes.

Faculty members are prohibited from engaging in full-time outside employment.

## ARTICLE 23: EMPLOYEE BENEFITS

The College will provide an array of benefits to faculty members within the limitations of the approved benefits program that is provided to all College employees. The benefits provided to faculty will be a part of the faculty member's annual total compensation.

In order to determine what benefits will be most beneficial to college employees, the established Employee Benefits Advisory Committee (EBAC) shall meet regularly to review existing employee benefits and premiums and recommend benefit changes, deletions, or enhancements to existing benefits.

The EBAC will use the principles of Interest-Based Approach to ensure a fully participative and fair evaluation of all benefit options. Prior to entering a new contract for health insurance plans and benefits, a thorough evaluation process will be conducted, to include a formalized bid process, a written recommendation and evaluation from the EBAC to the Chief Human Resource Officer (CHRO) identifying the committee's preferred plan, and (if the recommendation of the EBAC is not accepted) a written justification and fiscal analysis which will be provided to the EBAC by the CHRO before a final contract for health insurance is executed.

Article 23: Employee Benefits is subject to an annual re-opener.

The Union will appoint two (2) representatives to serve a two-year term. The term will begin on July 1 and will be staggered so that one (1) member will have his or her term expire each year. The Union may reappoint an existing EBAC representative when his or her term expires, at the Union's discretion.

Current benefits include the following:

Medical Insurance  
Dental Insurance  
Vision Insurance

Life Insurance  
Long-term Disability Insurance  
Employee Assistance Plan

## **ARTICLE 24: PROFESSIONAL DEVELOPMENT**

Professional development opportunities shall be provided for faculty members and shall be based on nationally recognized best practices for teaching faculty, counselors and librarians. Professional development opportunities may be AFPD and FSCJ courses and workshops, other college and university courses and workshops, seminars, and local, state and national conferences, as approved.

Professional development will have as its goal the enhancement of the College faculty as a community of life long learners engaged in effective student learning and exemplary teaching.



## **ARTICLE 25: OTHER BENEFITS**

Tuition Reimbursement – Faculty shall be reimbursed in an amount not to exceed \$4,000 per fiscal year for tuition and lab fees.

Free Tuition for Faculty, Spouses and Children – Faculty and their eligible dependents shall receive tuition reimbursement or tuition waiver for matriculation or tuition fees paid for course(s) taken at Florida State College at Jacksonville, provided:

- A. The faculty member and eligible dependents meet the admission requirements set by the Board and the faculty member and eligible dependents present a certificate of satisfactory completion of all courses taken pursuant of this rule.
- B. As an option, faculty members may execute a payroll deduction authorization form and provide related course completion information as required.

Eligible dependents shall only include the spouse and any dependent children under the age of twenty-six (26). Dependent children who are permanently disabled and who are living at home with a full-time employee are eligible at any age.

## ARTICLE 26: WORKLOAD

### Definition of Workload

The workload for teaching faculty will be calculated in terms of “workload units” (WLU) associated with each course in the College’s curriculum inventory and non-teaching work hours assigned per week. The workload unit value for each course assignment shall be as referenced in the master course outline developed through the College’s curriculum committee process.

The workload for non-teaching faculty shall be expressed in terms of work hours per week.

A committee, with equal representation from the Union and the Administration, shall be jointly established to explore options, determine fiscal impacts, and develop non-binding recommendations associated with potential changes to the definition and calculation of workload for the purpose of achieving equity among faculty, for consideration the next time the parties meet. The committee will provide a report to the Union and the Administration no later than January 31, 2017.

### Definitions:

- **Course Release:** one course release is defined as the equivalent of 3.0 to 5.5 workload units.
- **Home Campus:** the campus/center where the faculty member was originally hired to serve or to which the faculty member was subsequently transferred.
- **Office Hours:** scheduled opportunities for interaction outside of the classroom between faculty members and students. Office hours can be held in any of the following manners: at various campus locations; in the faculty member’s office; in conference with students; in club settings or other student activities; in the library; through electronic communication; or any other way that best meets student needs as determined by the faculty member in consultation with the supervising administrator.
- **Reassigned (Release) Time:** can be offered in any amount of workload units or designated as a course release.
- **Semester:** designated as Fall, Spring, and Summer
- **Term:** any subset of the semester or academic year, generally broken into 16, 12, 8, and 4 weeks.

### Base Workload

Full-time faculty shall be assigned a base teaching load of 30 workload units (WLUs). The base teaching load shall be comprised of two (2) terms: fall, spring and/or summer. Full-time College faculty shall be assigned 180 days of service to include ten (10) official College holidays. Appropriate administrators will collaborate with faculty members to ensure each faculty member is assigned a workload that best meets student and institutional needs. In cases where faculty are in an overload or underload situation, banking procedures may be followed. Cumulative WLU totals of 29.5 to 29.9 will be rounded up to 30 WLUs.

## **Section I – Workload Variations**

### **A. Teaching Faculty (180 days and 40 hours per week)**

Full-time teaching faculty shall work a standard forty (40) hours per week on College activities. Thirty (30) hours shall be scheduled and the remaining hours will be used for College related professional activities as listed in Section III of this article.

Each teaching faculty member shall schedule thirty (30) hours which includes classroom contact hours, posted office hours available, and instructional support time.

Ten (10) office hours will be scheduled by the faculty member and approved by the supervising administrator to best meet the needs of the students. For faculty whose workload consists of more than twenty (20) classroom contact hours per semester office hours will be equal to 30 minus the classroom contact hours. Half of scheduled office hours may be held in a virtual/electronic format or at an off-campus location. Office hours may be rescheduled as needed. When feasible, notices and/or electronic communication with students and the appropriate administrator's office will be posted in advance indicating alternate times that the faculty member will be available.

Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Reassigned time may be initiated by an Executive Chair/Campus President, granted at the discretion of the administrator or approved by the Provost/Vice President of Academic Affairs in collaboration with an Executive Chair/Campus President. It shall be the responsibility of the supervising administrator to plan a full load for all full-time faculty within the two (2) required terms. Priority will be given to full-time faculty for load.

For Adult Ed/ESOL classes, scheduling will be reasonably constructed so that faculty are not required to teach more than four (4) consecutive hours without a break unless jointly approved by the faculty member and supervising administrator.

It is recognized that in order to build an efficient class schedule that best supports maximizing enrollment, student success, and completion, the input of faculty working collaboratively with administrators is integral to the schedule building process. The draft base load schedule per semester shall be made available to faculty for review and feedback as soon as it is available during the term prior to implementation/registration and prior to encoding. Upon review, faculty members and/or discipline teams may submit requests for revisions and additions for consideration by the supervising administrator or administrators. Appropriately credentialed fulltime faculty shall be given preference over adjuncts in the selection of available courses, regardless of modality for their base load and any approved overloads. Faculty members teaching online courses are required to complete an approved training or demonstrate proficiency in the referenced modality, prior to teaching. By August 15, 2017, faculty members teaching hybrid courses will be required to complete an approved training or demonstrate proficiency in the referenced modality.

**B. Librarians (180 days and 40 hours per week)**

Full-time librarians shall work a standard 40 hours per week on college activities. Thirty-five (35) hours shall be scheduled except during peak times to ensure that student needs are met. Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Work schedule conferences shall be held with the appropriate supervisor during the spring semester of each year and assignments made. Annual schedules shall be developed by the librarian in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet student needs. Additional weeks may be assigned based upon institutional needs as provided below. Librarians may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to librarians for special projects. (Librarians on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**C. Counselors (180 days and 40 hours per week)**

Full-time counselors shall work a standard 40 hours per week on college activities. Thirty-five (35) hours shall be scheduled except during peak times to ensure that student needs are met. Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Work schedule conferences shall be held with the appropriate supervisor during the spring semester of each year and assignments made. Annual schedules shall be developed by the counselor in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet student needs. Additional weeks may be assigned based upon institutional needs as provided below. Counselors may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to counselors for special projects. (Counselors on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**D. Special Contract Option**

An extra teaching term may be offered to teaching faculty in designated programs at a flat rate as approved in the contract. The base load for an extra term will be 15 WLUs.

**E. Extra Non-teaching Weeks**

Extra non-teaching weeks may be offered to faculty when institutional need requires and as approved by the Provost/Vice President of Academic Affairs. Each non-teaching week will involve activities related to College goals. Faculty will be compensated at 2.5% of their base rate per week.

**F. Convocation Week**

Convocation Week shall have no more than two (2) days designated for all College, School, and Departmental meetings and events. The remaining days will be designated as "Instructional Preparation Days," providing faculty the opportunity to prepare for classes.

## **Section II - Overload**

Overload assignments will be made to meet student and instruction need by mutual agreement between the appropriate administrators and faculty. A faculty member whose total workload units in a 16-week period exceed 24 requires permission from the appropriate instructional dean. Faculty members who meet their base teaching load at 30 WLUs per academic year shall not be required to accept additional class assignments that place them over 31 WLUs. A faculty member shall not be required to teach a sixth course in any given term to fulfill base load.

## **Section III - Other Professional Activities for Teaching Faculty**

During contract days when a teaching faculty member has no scheduled classes as part of base load, the following activities may be scheduled: program development, course development, committee and task force service, student advising and recruiting, participation in College-sponsored professional development, approved internships and professional residencies, certification training, professional meetings, tutoring, working in the learning lab, development of work-based learning agreements, in field research, and approved special projects.

### **Work-based Learning (Cooperative Education, Internships and Practicums)**

In those courses where a faculty member places students in the work environment under the supervision of an employer and visits the students throughout the semester to ensure work-based learning is occurring, the workload unit shall be the student credit hour earned, up to 3 WLUs, for enrollments of 12 to 25. Faculty may choose to count enrollments under 12 as part of their load using the formula 0.07 times the WLU times the number of students.

Sections may be combined in order to make a full course. Exceptions to this rule may occur if dictated by accreditation entities and reflected in the curriculum files.

### **Team Teaching**

WLUs assigned to a team-taught course will be divided proportionally between or among the teaching faculty. Total WLUs may not exceed those assigned to the course through the curriculum process.

### **Course Combining**

Combining of courses may be used to improve College efficiency and effectiveness. Combined classes shall meet the class size guidelines of a single class in the college curriculum outlines.

### **Combining of Course Levels**

Subsequent to consultation with the faculty member, the supervising administrator may combine courses of various instructional levels as academically appropriate. If the two classes have two different WLU values, the faculty member will be credited with the larger value.

## **Directed Study and Independent Study**

Faculty may choose credit toward their teaching load at the rate of 0.07 times the WLU times the number of students. Faculty may have no more than ten (10) directed or independent study students per semester unless an exception is agreed upon by the faculty member and the supervising administrator. Payment shall be as per Article 27: Compensation.

## **Dynamic Banking**

Base load for faculty will normally be completed during the fall and spring terms. Other combinations of terms may be used as appropriate. It shall be the responsibility of the supervising administrator to plan a full load for all full-time faculty. At the discretion of the supervisor, dynamic banking may be used to shift earned or needed WLUs to the subsequent year. The use of WLUs from one contract year that impacts upon the subsequent year will be limited to eight (8) WLUs for each faculty member.

Dynamic banking will be used as a tool to ensure optimum resource utilization and scheduling flexibility. The appropriate supervising administrator will consult with faculty members who have earned excess WLUs or have not made base load. While the preference of faculty will be given significant consideration, the load plan will ultimately be based on student need. Administrators may bank WLUs on behalf of faculty using the following guidelines:

- A. During class scheduling for fall and spring terms, priority will be given to full-time faculty to achieve their load obligations. During the faculty member's second term scheduling, if a faculty member is not scheduled to meet load obligations, he or she shall have the option of teaching courses at other campuses in collaboration with the respective school/campus supervising administrator.
- B. Base load review will occur by April 1 of each year. If a faculty member has earned WLUs beyond their basic load, they may, if approved:
  - Be paid for all WLUs over the maximum base load.
  - Bank the excess to reduce their load obligation in the subsequent contract year.
  - Bank WLUs taught over summer terms to reduce load obligations in the subsequent contract year.
- C. If a faculty member has not completed base load at the end of the contract year, the following options will be utilized and a plan will be developed by the supervising administrator in consultation with the faculty member:
  - Completion of WLUs during the subsequent term.
  - Completion of the required number of WLUs during the subsequent academic year.
  - When options one and two cannot be implemented, salary reduction shall be calculated at the applicable WLU rate for the faculty member's base salary.

When the plan has been developed, a copy of the plan will be sent to the Executive Chair/Campus President, the Chief Human Resource Officer and the Union President.

- D. The banking of WLUs is a process that works over a three-year period. The three (3) years consist of the year the WLUs were earned or not earned and the subsequent academic year. Negative WLUs must be resolved by the end of the second academic year unless the negative banking has occurred solely as a result of course cancellations. In that case, a third academic year may be used to resolve the negative balance. Positive or negative banked hours will be used as the first hours expended toward base load requirements in the first term of the subsequent academic year.

### **Workload Unit Course Values**

Courses existing in the master course outline developed through the College's Curriculum Committee process and in effect at the close of the 2015-16 Spring Term shall serve as the assignment of WLU value for each course for the duration of the term of this agreement. Courses may be added or amended or revised during the duration of this agreement through the College's Curriculum Approval Process.

The curriculum committee may deviate from [Appendix E](#): Load Value Calculation provided faculty are not adversely affected in terms of workload unit.

## ARTICLE 27: COMPENSATION

### A. Faculty Base Salaries

1. Faculty salaries shall be based on the most current degree in the discipline or a related discipline as validated by official transcript(s) held in the individual personnel file in Human Resources, as follows:

Pay Level I	Bachelor's Degree
Pay Level II	Master's Degree
Pay Level III	Earned Doctorate or MFA

Faculty shall see a base salary increase for the following pay level changes:

Level I to Level II	8%
Level I to Level III	21%
Level II to Level III*	13%

\*Faculty who were previously at a Masters +30 level will see an 8% increase in going from Level II to Level III.

The recommendation for pay level change shall be submitted for Board approval no later than the second Board of Trustees meeting after the application is turned in to the assigned dean.

Pay level changes shall be effective on the first payroll date following District Board of Trustees approval.

Faculty employed by the College in a full-time faculty position during the 2015-16 academic year will receive a 2.44% increase to their 2015-16 base salary for the 2016-17 academic year effective August 16, 2016.

Faculty employed by the College in a full-time faculty position during the 2016-17 academic year will receive a 2.44% increase to their 2016-17 base salary for the 2017-18 academic year effective August 16, 2017.

Base salaries for teaching faculty and librarians and counselors hired after August 15, 2003, shall be based on 180 workdays per contract year.

2. Initial salary placement for new faculty shall be:

Level I	\$39,717
Level II	\$43,195
Level III	\$48,889

New faculty may receive up to 15% above the minimum base salary to recognize direct, job-related college teaching or other professional experience and/or extenuating labor



market conditions, if requested by the recommending administrator and verified by Human Resources as justified.

**B. Overload Pay**

1. Overload assignments are as defined in Section II of Article 26 and begin after the 30<sup>th</sup> workload unit taught in the academic year.
2. Payment for overload assignments will be per WLU over 30 within the academic year at the rate of \$690 per WLU, or the certified adjunct pay rate, whichever is higher.
3. Payment for overload assignments for an academic year will be made at the earliest possible date in the months of February, March, April, May, June, July and August upon confirmation of overload status.

**C. Increases in Health Insurance Premiums During Term of Agreement**

1. The College will pay the cost of rate increases in health insurance premiums that occur during the term of this agreement. This does not extend to dependents of the faculty member.
2. This applies to cost increases that are attributable to increases in premium rates. It does not apply to premium cost increases related to changing plans or adding coverage for family members, etc.

**D. Student Retention Salary Supplement (Non-recurring/not added to base salary)**

1. For Academic Years 2017-18 and 2018-19, faculty will receive a salary supplement based on improvement in fall-to-fall student retention. Each faculty member will receive a 1% non-recurring salary supplement per each 2.5 percentage point increase in fall-to-fall student retention rate. This 2.5:1 relationship applies to any improvement in student retention above 0.25 percentage points with a pro-rata adjustment for retention increases below 2.5 percentage points. For example, a change from 50% retention to 51% retention would be calculated as a 1.0 percentage point increase in retention and will yield a 0.4% salary supplement. This salary supplement is not added to the base salary. If the retention rate declines, faculty will not be penalized, but will simply not receive any salary supplement.
2. Faculty will be eligible for this salary supplement if they have worked as a full-time faculty member at any time during the prior Academic Year and are still employed at the time of payment. Payment will be made at the earliest possible date in the Spring semester.
3. For the purposes of this article, retention will be calculated as the percent of all students in the baseline term (who were enrolled in at least one class with a credit type of 01, 02, 03, 05, or 14) who were then enrolled in the following fall term (in at least one class with a credit type of 01, 02, 03, 05, or 14) and had not completed any program between

the baseline fall term and the following term. The 2017-18 salary supplement will be based on improvements in the fall 2016-to-fall 2017 retention rate (using fall 2015-to-fall 2016 retention rate as comparison). Subsequently, the 2018-19 salary supplement will be based on improvements in the fall 2017-to-fall 2018 retention rate (using fall 2016-to-fall 2017 retention rate as comparison).

Credit Typology Chart

<b>Credit Type</b>	<b>Course Classification</b>
01	Academic and Professional
02	Occupational/Postsecondary Vocational
03	College Preparatory
05	PSAV or Vocational Credit
14	Upper Level Credit (baccalaureate)

**E. Additional Base Salary Increase Contingent On New Money (Recurring)**

1. For Academic Year 2017-18, in addition to the 2.44% increase to base salary that is provided in Section A.1 above, the faculty will receive an increase of up to 2% to base salary calculated as follows:
  - Begin with: new year state FSCJ funding from Florida College System Program Fund (FCSPF) and Lottery
  - Add: FSCJ base funding withheld for Performance Based Funding
  - Less: non-recurring new year state appropriations included in FCSFP or Lottery
  - Less: Current year recurring state appropriations
  - Add: Current year projected tuition & fees increased by any expected rate increases on individual fees
  - Less: Current year tuition & fees budget
  - Equals: Change in recurring funds available
  - Less: Fully loaded cost of a 2.44% increase in full-time faculty salaries
  - Equals: Additional recurring funds available for faculty and staff increases
  - Multiply funds available for increases above 2.44% by FT faculty salaries divided by all salaries (no benefits) = funds available for FT faculty salary increase above 2.44%.

- Divide funds available for FT faculty salary increase above 2.44% by calculated cost of a fully-loaded 1% FT faculty salary increase = % FT faculty salary increase to be added to the base 2.44% increase. Example: if this final calculation is 1.2, then the total FT faculty increase will be 3.64%.

Note: If the state's funding methodology changes during the first two (2) years of this agreement, this subsection (Subsection E of Article 27) shall be reopened so that the calculation of "funds available" may be adjusted accordingly and mutually agreed upon.

**F. Pay for Non-teaching Extra Weeks**

Payment for non-teaching extra weeks will be 2.5% of base salary per week when non-teaching weeks are authorized by the administration.

**G. Pay for Extra Teaching Terms**

In the event that faculty are offered, and accept, an opportunity to teach 15 workload units in a third full term during a contract year, \$12,000 will be added to the faculty member's base salary for that year. Work and office hour requirements for such faculty will be the same as in other terms.

**H. Pay for Special Assignments**

Stipends for special assignment work may be awarded at the discretion of the administration and as approved by the College President, or designee. An individual faculty member may not receive more than \$10,000 in stipends in any year.

**I. Reimbursement for Travel Expense Incurred for College-related Travel**

Faculty will be reimbursed for travel expense that is incurred for college-related travel in accordance with College policy and Florida Statute 112.061.

**J. Terminal Leave Pay**

Terminal leave pay shall be paid pursuant to applicable Florida law and Article 16.

**K. Early Pay Out**

Faculty, if interested, must elect early pay out of base salary no later than the 1<sup>st</sup> day of the Fall term. Base salary will be annualized over 20 pay periods and all deductions, both involuntary and voluntary, will be adjusted accordingly.

**L. One Step Salary Incentive**

Faculty shall be eligible for a one step salary incentive pursuant to Board Rule 6Hx7-3.3, Pay Plan.

**ARTICLE 28: TERM OF AGREEMENT**

The term of the negotiated agreement between Florida State College at Jacksonville (College) and the United Faculty of Florida – Florida State College at Jacksonville (Union) shall be from August 16, 2016 through August 15, 2019.

Any Article can be reopened at any time by the mutual agreement of the parties.

This Agreement was ratified by the bargaining unit on **August 23, 2016**.

This Agreement was approved by the District Board of Trustees of Florida State College at Jacksonville on **September 13, 2016**.

**Florida State College at Jacksonville**

**United Faculty of Florida –  
Florida State College at Jacksonville**

  
Chair of the District Board of Trustees

  
President

  
College President

  
Vice President

## APPENDIX 'A'

# United Faculty of Florida Change in Representation Policy

## Important Changes in United Faculty of Florida Grievance Representation Policy

Please be aware that you are NOT automatically a member of UFF. You must complete and sign a membership form and submit it to UFF in order to become a member.

All faculty have the right to file an individual grievance, but those who were not UFF members when the incident occurred must represent themselves or retain an attorney. UFF retains the sole and exclusive right to invoke arbitration; non-members will not automatically have the right to pursue a remedy beyond the grievance process. If UFF agrees to allow a non-member to proceed to arbitration, the non-member will be responsible for the cost of the arbitration – \$2000 to \$4000 – and must provide his or her own attorney, the cost of which can exceed \$20,000. If a non-member informs the chapter of an incident, UFF *may* file a grievance on behalf of the chapter if it is believed to have chapter-wide impact on the enforcement of the collective bargaining agreement; however, that is at the discretion of the chapter.

At its September 2008 Senate meeting, the statewide United Faculty of Florida (UFF) revised its grievance representation policy in response to liability and legal concerns. ***Effective immediately, UFF will not provide grievance representation to faculty who were not dues-paying UFF members at the time when the grievable incident occurred.***

We want to ensure that you make an informed decision at this time. Please complete and sign this **Membership Form** and return to Maureen McCormick at Open Campus/DWC, Room C-2316.

\*\*\*\*\*

### UFF Membership Form

UFF dues are 1% of your salary

\_\_\_\_\_  
Last Name First Name MI

\_\_\_\_\_  
Department or Unit

\_\_\_\_\_  
Home Street Address

\_\_\_\_\_  
Campus Address & Mail Code

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Office Phone Home Phone

\_\_\_\_\_  
E-mail address -- Personal/Home

\_\_\_\_\_  
E-mail address -- Office

\_\_\_\_\_  
Last 4 digits of your Social Security Number

**Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues (1% of bi-weekly salary). This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to FSCJ's payroll office and to the United Faculty of Florida.**

\_\_\_\_\_  
Signature (for payroll deduction authorization)

\_\_\_\_\_  
Today's Date

Please return this form to Maureen McCormick, Florida State College, Open Campus/DWC, C-2316.

## APPENDIX 'B'



## Evaluation of Faculty (Forms)

### I. Essential Responsibilities for All Faculty

#### A. Basic

- Works the contractual hours per week on College activities.
- Fulfills workload requirements as specified in the collective bargaining agreement and has an approved work schedule on file with the supervisor.
- Maintains required records in appropriate format.
- Follows College policies and procedures.
- \* **Participates in College planning and evaluation activities.**
- \* **Assists in the implementation of collegewide and campus goals.**
- Contributes to student success and retention activities.
- Complies with all applicable Florida Statutes regarding conflict of interest.
- Upholds ethical standards and principles as identified in the Florida Code of Conduct for Professional Educators in Florida.
- Complies with all applicable government regulations regarding disabled students.
- \* **Maintains effective and professional student communication and interaction.**
- Keeps updated syllabus for each course.
- Follows procedure for the custody, use and protection of College property including classroom and office equipment.
- Maintains safe conditions in personal office.
- Uses technology as required to meet record keeping and reporting responsibilities and remains current in the use of technology.
- \* **Respects diverse populations and promotes academic success for all students.**
- Maintains professionally appropriate relationships with students.

**Rating:**     Exemplary    Satisfactory    Needs Improvement    Unsatisfactory

#### B. Service and Professionalism

- \* **Serves the College by providing expertise to College committees and task forces.**
- Attends campus and collegewide meetings, convocations and commencement ceremonies.
- \* **Collegiality: Exhibits professional behavior in interaction with all College employees.**

**Rating:**     Exemplary    Satisfactory    Needs Improvement    Unsatisfactory  

#### C. Professional Development

- \* **Establishes and maintains participation in appropriate professional networks.**
- \* **Assists in mentoring of adjunct faculty.**
- \* **Stays current in discipline or program.**
- \* **Stays current in reference to teaching methodology.**
- Maintains professional certifications in field as required by accrediting agencies.

**Rating:**     Exemplary    Satisfactory    Needs Improvement    Unsatisfactory

## II. Specific Responsibilities for Teaching Faculty

- Prepares and distributes a comprehensive course syllabus during the first week of class that conforms to official course outlines.
- Provides appropriate measure of instruction for each class section and holds classes in accordance with the approved schedule.
- Posts and maintains assigned office hours.
- Prepares substitution assignments for faculty colleagues when absent and fills in for colleagues when they are absent as appropriate.
- \* **Reflects upon student feedback.**
- \* **Promotes an effective learning environment.**
- Participates in departmental selection of instructional materials.
- Administers a final exam or other instructional activity during exam time in accordance with College procedures.
- Ensures that any course, or portion thereof, meets all specific criteria when governed by a commission or regulatory agency.
- \* **Engages in ongoing curriculum development in specific courses and programs.**

**Rating:**     Exemplary     Satisfactory     Needs Improvement     Unsatisfactory

## II. Specific Responsibilities for Counselors

- \_\_\_ Maintains a thorough and current knowledge of professional counseling theory and practice.
- \_\_\_ Maintains and communicates a thorough knowledge of College and university programs, policies, procedures, and other advising requirements that affect student success and goal attainment.
- \_\_\_ \* **Provides a broad range of counseling services designed to enhance student success.**
- \_\_\_ Provides a broad range of career development services designed to enhance student success.
- \_\_\_ Supports the orientation of new students.
- \_\_\_ Provides a broad range of assessment services designed to enhance student success.
- \_\_\_ \* **Provides students with a broad range of intervention and retention services designed to enhance student success.**
- \_\_\_ Provides instructional services in support of counseling services and goals.
- \_\_\_ Supports the appropriate use of technology to enhance student access and increase the effectiveness and efficiency of student success services.
- \_\_\_ \* **Consults with other faculty, College staff, community resources, and students to support student development goals.**
- \_\_\_ Provides prospective and current students with information about College resources and services.
- \_\_\_ \* **Develops up-to-date materials, procedures, training, and resources to support and improve College, campus, and student development goals and operations.**
- \_\_\_ Advocates goals, programs, and services that support student development and success and participates in related planning.
- \_\_\_ Identifies student needs and refers students to appropriate internal and external resources.
- \_\_\_ Contributes to efforts to evaluate services and programs.

**Rating:**    \_\_\_ Exemplary    \_\_\_ Satisfactory    \_\_\_ Needs Improvement    \_\_\_ Unsatisfactory    \_\_\_ NA

## II. Specific Responsibilities for Librarians

- Stays current in discipline and assists students, faculty and staff in the use of information science and technology.
- Develops student skill in finding, evaluating and using information.
- \* **Collaborates with other faculty and the assessment and certification center on the implementation and ongoing evaluation of the information literacy graduation requirement.**
- Develops, explains and promotes the use of library resources, including accompanying equipment and software to students, faculty, and staff.
- Provides collection development to support the curriculum, collection maintenance and collection management.
- \* **Provides information and instruction in the use of library resources.**
- \* **Serves as a resource in support of curriculum and instructional activities.**
- Prepares library resources for use by students, faculty and staff.
- Plans, conducts and evaluates in-service training for LRC staff as required.
- Develops budget recommendations, budget requests and monitors budget expenditures.
- Maintains and interprets statistical data, records, report and inventories as needed.

**Rating:**      Exemplary    Satisfactory    Needs Improvement    Unsatisfactory    NA

**Overall Rating:**

Exemplary    Satisfactory    Needs Improvement    Unsatisfactory    NA

Summary Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatures:

Faculty Member: \_\_\_\_\_ Date: \_\_\_\_\_

*(The signature of the faculty member does not necessarily imply agreement with the evaluation.)*

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Chair/Campus President: \_\_\_\_\_ Date: \_\_\_\_\_

## **FSCJ Student Evaluation of Instruction (SEI)**

### **Response Categories:**

- A) Strongly Agree
- B) Agree
- C) No Opinion
- D) Disagree
- E) Strongly Disagree

1. My professor presented the subject matter clearly.
2. My professor displayed enthusiasm when teaching.
3. My professor had a style of presentation which encouraged me to learn.
4. My professor taught his/her stated course objectives.
5. My professor was open to questions or comments when they were appropriate.
6. My professor was available to help me during POSTED office hours.
7. My professor explained what was expected of me.
8. My professor provided written course policies.
9. My professor provided feedback on all my work quickly enough to benefit me.
10. I would recommend this professor to another student.
11. My professor clearly explained how I was to be graded at the beginning of the course.
12. My professor used methods of evaluation that were clearly related to the objectives in the course.
13. My professor showed concern for my educational needs.
14. My professor treats students with respect.
15. My professor's use of technology enhanced my learning.
16. My professor's use of Discussion Board contributed to my learning.
17. My professor responded to my questions in a timely fashion.
18. My professor encouraged student-to-student interaction.
19. I was satisfied with the availability of course materials and library resources provided by my professor.
20. My professor taught the course so that I felt actively involved in my learning or in what I was learning.



## APPENDIX 'C'



## **BEST PRACTICES**

The following is a brief summary of the Seven Principles of Good Practice in Undergraduate Education as compiled in a study supported by the American Association of Higher Education, the Education commission of the States, and The Johnson Foundation.

### **1. Good Practice Encourages Student-Faculty Contact**

Frequent student-faculty contact in and out of classes is the most important factor in student motivation and involvement. Faculty concern helps students get through rough times and keep on working. Knowing a few faculty members well enhances students' intellectual commitment and encourages them to think about their own values and future plans.

### **2. Good Practice Encourages Cooperation Among Students**

Learning is enhanced when it is more like a team effort than a solo race. Good learning, like good work, is collaborative and social, not competitive and isolated. Working with others often increases involvement in learning. Sharing one's own ideas and responding to others' reactions improves thinking and deepens understanding.

### **3. Good Practice Encourages Active Learning**

Learning is not a spectator sport. Students do not learn much sitting in classes listening to teachers, memorizing pre-packaged assignments and spitting out answers. They must talk about what they are learning, write about it, relate it to past experiences, and apply it to their daily lives. They must make what they learn part of themselves.

### **4. Good Practice Gives Prompt Feedback**

Knowing what you know and don't know focuses learning. Students need appropriate feedback on performance to benefit from courses. In getting started, students need help in assessing existing knowledge and competence. In classes, students need frequent opportunities to perform and receive suggestions for improvement. At various points during college, and at the end, students need changes to reflect on what they have learned, what they still need to know, and how to assess themselves.

### **5. Good Practice Emphasizes Time on Task**

Time plus energy equals learning. There is no substitute for time on task. Learning to use one's time well is critical for students and professionals alike. Students need help in learning effective time management. Allocating realistic amounts of time means effective learning for students and effective teaching for faculty. How an institution defines time expectations for students, faculty, administrators, and other professional staff can establish the basis for high performance for all.

## **6. Good Practice Communicates High Expectations**

Expect more and you will get it. High expectations are important for everyone – for the poorly prepared, for those unwilling to exert themselves, and for the bright and well motivated. Expecting students to perform well becomes a self-fulfilling prophecy when teachers and institutions hold high expectations of themselves and make extra efforts.

## **7. Good Practice Respects Diverse Talents and Ways of Learning**

There are many roads to learning. People bring different talents and styles of learning to college. Brilliant students in the seminar room may be all thumbs in the lab or art studio. Students rich in hands-on experience may not do so well with theory. Students need the opportunity to show their talents and learn in ways that work for them. Then they can be pushed to learning in new ways that do not come so easily.

## APPENDIX 'D'

**FACULTY SABBATICAL PROGRAM  
APPLICATION**

**Instructions:**

1. Complete this application. Type or **word process** all responses.
2. Obtain the signature of the Payroll Director.
3. Submit this application to the immediate supervisor by the first Monday in February.

Name: \_\_\_\_\_  
Last First Middle PID

Campus/Center: \_\_\_\_\_

Department: \_\_\_\_\_ Position: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Sabbatical requested to begin on: \_\_\_\_\_ and end on: \_\_\_\_\_  
First day of term Last day of term

**Complete this section only if you have previously been granted a sabbatical.**

Dates of last sabbatical granted: \_\_\_\_\_ through \_\_\_\_\_  
Month/Year Month/Year

Major purpose of sabbatical was: \_\_\_\_\_  
Study Writing / Externship

Other: (describe)

---

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**Program Objectives:** Explain briefly using the selection criteria.

1. The objectives of your sabbatical.

\*If your objective is a program of study at a university, include courses to be taken and college to be attended along with supportive documentation.

\*If your objective is writing/publishing, include a description of the work proposed/in progress. If your proposal is externship or collaboration with business, include supportive detail of the objectives, benefit to the program, students, and compensation proposal.

\*If your proposal does not fall into either of these categories, include sufficient supportive detail along with your objectives.

2. How your sabbatical relates to your current position at the College.

3. How your sabbatical will be of benefit to FSCJ.

**Attach separate sheets as needed.**

**Budget:** To determine funding needed to grant the sabbatical, the following budget information must be provided. Forward pages 1 and 3 of this application to the Payroll Department, AO, Room 306E.

1. Faculty Name: \_\_\_\_\_

2. Faculty Position Title: \_\_\_\_\_

3. Position Code: \_\_\_\_\_

\_\_\_\_\_ 4. Faculty's current base annual salary plus benefits

\_\_\_\_\_ 5. 70% of faculty's current base annual salary plus 26%

\_\_\_\_\_ 6. Subtract line 5 from line 4 to determine funds available for replacement faculty

\_\_\_\_\_ 7. Cost for replacement of faculty member on sabbatical is either (a) cost of replacement by adjunct faculty, or (b) cost of replacement by temporary full-time faculty appointment

\_\_\_\_\_ 8. Salary funds available in operational budget if faculty is on sabbatical

\_\_\_\_\_  
Payroll Director

\_\_\_\_\_  
Date

**Faculty Member's Work Assignment** (to be completed by immediate supervisor)

Describe faculty member's normal on campus work assignment during period of requested sabbatical.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe how the faculty member's on campus normal work assignment will be handled during the sabbatical period.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposal Acknowledgement and Support:** The following signatures and dates must be obtained to complete the application process.

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

---

---

**Immediate Supervisor** **Date**

\* \* \* \* \*

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

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**Appropriate Campus Dean** **Date**

\* \* \* \* \*

Committee Recommendation

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**Signatures of Committee Members** **Date**

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\* \* \* \* \*

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

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**Executive Chair/Campus President** **Date**

**ACTION OF COLLEGE PRESIDENT:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## APPENDIX 'E'

**Appendix E**  
**LOAD VALUE CALCULATION**  
**Workload Units (WLU) calculation**

**Category A: LECTURE COURSES**

College-credit courses where contact hours (per week, 16-week term) equal credit hours

$$1 \text{ contact hour} = 1 \text{ WLU}$$

Example: AMH 2010: 3 contact hours/week = 3 WLU

**Category B: LAB COURSES**

College-credit courses where contact hours (per week, 16-week term) do not equal credit hours

In these cases, there is a lab/clinical activity that affects WLU values for the course.

$$1 \text{ lecture hour} = 1 \text{ WLU}$$

**LOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	0.7	WLU
Each supervised laboratory contact hour point	=	0.5	WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	0.8	WLU
Each unsupervised foreign language point	=	0.0	WLU
Each physical education activity contact hour point	=	0.5	WLU
Each rehearsal contact hour point	=	1.0	WLU
Each studio or seminar contact hour point	=	0.5	WLU
Each lecture/laboratory combination contact hour point	=	1.0	WLU

*(Applied music courses that meet for .5 contact hour (30 minutes) will be assigned .35 of a workload unit point per student for each 30 minutes of instruction. In addition, applied music courses that meet for 1 contact hour will be assigned .7 of a workload unit point per student.)*

## SAMPLE LOAD VALUE BY DISCIPLINARY LAB TYPE

Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*
Music (with the term “Applied”)	=	0.35 per 0.5 contact hour/per student; 0.7 per contact hour/per student
Music (with the term “Class”)	=	1 to 1
Nursing (NUR)	=	0.7 (lab)
Nursing (NUR)	=	1.0 (clinical)
Physical Education (Activity)	=	.50
Physical Education (Performance-based labs)	=	1 to 1 (lab)
Respiratory	=	0.8 (lab/clinical)
Sciences	=	0.7 (special type of preparation lab)
Aviation (AMT, ATF)	=	0.5 (if no lecture hours)**

## Category C: INTERNSHIPS AND PRACTICUMS

Internships and practicums are calculated based on the number of students. Generally, a Load Value of 3 is calculated for classes with 12 or more students. If under 12 students, the Dean may offer a stipend calculated at .07 times the appropriate overload rate (up to 3 workload units) times the number of students.

## Category D: LOAD VALUE FOR NON-CREDIT COURSES

Area of Study	Total Course Contact Hours per Term (where applicable)	Faculty Workload Units	Formula
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 180	3.84 (WLU) per course 7.2 (WLU) per course	No formula, standard administratively assigned (WLU) [180 contact hours and 7.2 WLUs for ELL 0101, 0102, and 0103; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]
PSAV	Variable	Formula for (WLU)	Contact hours divided by 30 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 30 for faculty (WLU)

\* (Information Technology courses with a 3 lecture, 1 lab and the credit hour value is 4 = 4 Load Value; however, if the IT course has 3 lecture, 1 lab and only 3 credits charged, the Load Value = 3.7)

\*\* Courses with lecture hours are considered lecture/laboratory combination and no separate value is given to lab.



Agreement Between the

**HILLSBOROUGH COMMUNITY COLLEGE**

**DISTRICT BOARD OF TRUSTEES**

**and the**

**FACULTY UNITED SERVICE ASSOCIATION**

**An affiliate of the**

**United Faculty of Florida,**

**Florida Education Association**

**National Education Association**

**and the**

**American Federation of Teachers**

**(AFL-CIO)**

**August 18, 2016 to the beginning of the 2019-2020 academic year  
as set forth in Section 4.1, *Duration***

**fusa**  
faculty united service association

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**ARTICLE 1**

**INTRODUCTORY CLAUSE**

The parties to this Agreement are the District Board of Trustees of Hillsborough Community College (“Board”) and the Faculty United Service Association (“Union”), the Hillsborough Community College Chapter of the United Faculty of Florida (UFF), affiliate of the Florida Education Association (FEA), the National Education Association (NEA), the American Federation of Teachers (AFT), and the AFL-CIO.

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## ARTICLE 2

### DEFINITIONS

Whenever used in this Agreement, the terms defined in this section have the meaning or reference indicated:

#### 2.1 – College

Hillsborough Community College

#### 2.2 – Board

The District Board of Trustees of Hillsborough Community College.

#### 2.3 – Administrator

An employee so designated by the Board, whose duties include but are not limited to supervising and evaluation other employees, recommending the employment/termination of other employees, managing College resources and facilities.

#### 2.4 – Administration

The group of employees designated by the Board as administrators.

#### 2.5 – Agreement

The contract between the Board and the Union.

#### 2.6 – Association/Union

The Faculty United Service Association (FUSA), Hillsborough Community College chapter of the United Faculty of Florida (UFF), affiliated with the FEA, NEA, AFT, and the AFL-CIO, the exclusive certified bargaining agent of faculty in the bargaining unit.

#### 2.7 – Bargaining Unit

All full-time instructional personnel, counselors, and librarians as defined by the Florida Public Employees Relations Commission (PERC) in certification number 46 issued on May 5, 1975.

- A. **Included Personnel** – All full-time professional personnel with faculty status, including instructional personnel, librarians, counselors and health service personnel.
- B. **Excluded Personnel** – All other employees, including administrative, professional/managerial and classified employees, confidential employees and security employees.

## 2.8 – Contracts

- A. **Faculty Basic Year Contract** – The term of duty for full-time instructional faculty consisting of those class days in the Fall and Spring (except as otherwise provided in Section 8.1 (A) (1) (b) for faculty members in accredited Health Science Programs) terms plus no more than six (6) in-service days, which shall not exceed a required 160 days worked per year. The Administration will endeavor to have a faculty member’s Basic Year Contract not exceed 160 days for a Nine (9) Month Contract. However, a faculty member on a Basic Year Contract whose contractual days are adjusted shall receive a period of a least six (6) consecutive weeks each contractual year in which he is not on duty.
- B. **Faculty College Year Contract** – The term of duty for full-time faculty consisting of those class days in the Fall, Spring and Summer Terms, plus no more than eight (8) in-service days, which shall not exceed 231 days worked per year. A faculty member with a College Year Contract will have his Basic Year daily rate of pay pro-rated for duty days in excess of that year’s Faculty Basic Year contract.
- C. **Twelve-Month Contract** – A faculty member shall work the same number of days as the Administrative Contract for that year, which shall include paid vacation days and paid holidays. A faculty member with a Twelve-Month Contract will have his Basic Year Daily Rate of Pay pro-rated for duty days in excess of that year’s Faculty Basic Year Contract.

## 2.9 – Faculty and Contract Classifications

- A. **Full-time Faculty** – Full-time faculty include faculty on an annual contract or on a continuing contract.
  - 1. **Instructional Personnel** – Those faculty members whose primary responsibility is teaching
  - 2. **Counselors** – Those faculty members whose primary responsibility is counseling.
  - 3. **Librarians** – Those faculty members whose primary responsibility lies within the Library or related area.
- B. **Contract Classifications**
  - 1. **Continuing Contract** – A contract for faculty with the promise of continued employment in the absence of certain conditions, such as a just cause for dismissal, or return to annual contract status, retirement or Reduction In Force (Article 10).
  - 2. **Annual Contract** – a probationary continuing contract line for those faculty in the process of earning a continuing contract.
  - 3. **Full-time Temporary Faculty** – Includes full-time temporary faculty positions established for a limited period not to exceed two consecutive

academic years. Temporary full-time faculty positions will be renewable on an annual basis. Temporary full-time faculty enjoy all benefits of this Agreement, except as noted in Article 8.1.D., Temporary Full-Time Faculty.

- C. Grant-Funded Faculty** – Those temporary full-time non-tenured faculty members (instructional, counseling, or library), whose positions are directly funded by grants or whose positions are funded through grant-match funding required of the college. These faculty members shall receive annual contracts with the required duties and responsibilities restricted by the terms and conditions of the grant. Grant-funded faculty positions will be renewable on an annual basis for the duration of the grant. Grant-funded faculty enjoy all benefits of this Agreement, except as noted in Article 8.1.E, Grant Funded Faculty.

The classification definitions contained in this Agreement shall be exclusive for the duration of this Agreement.

#### **2.10 – In Service Day**

A district-wide contractual day of service scheduled on a non-teaching day.

#### **2.11 – College President**

The President of Hillsborough Community College as designated by the Board.

#### **2.12 – Campus President**

The chief administrator responsible for a particular campus at the College.

#### **2.13 – Executive Director of Human Resources**

The administrator designated to represent the College in the administration of this Agreement. If changes in this designation are made, FUSA will be notified.

#### **2.14 – Work/Contract Hours**

Clock Hour – Sixty (60) minutes.

Office Hour – Sixty (60) minutes.

Contact Hour – Fifty (50) minutes.

Clinical Contact Hour – Fifty (50) minutes

Semester hour – The unit of course credit as specified in the College catalog.

#### **2.15 – Program Manager**

An instructional or non-instructional faculty member who assumes responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

**2.16 – Daily Rate of Pay Calculation**

The daily rate of pay calculation for a Basic Year Contract (160 days) will be determined by dividing the number of contractual days for that academic year into the faculty member's contractual salary. A College Year Contract salary will be computed by multiplying the daily rate of pay by the number of contractual days for that year in a College Year Contract. A Faculty College Year Contract will be computed by multiplying the daily rate of pay by the number of contractual days (231days).

**2.17 - Classroom**

Classroom includes both the traditional classroom and the virtual classroom, including instructional library, counseling, and learning spaces.

**ARTICLE 3**

**RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for all regular and temporary full-time professional personnel with faculty status as defined in Article 2. Excluded are all other employees, including administrative, professional/managerial, and classified personnel.



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**ARTICLE 4****GENERAL PROVISIONS****4.1 – Duration**

This Agreement shall become effective immediately August 18, 2016, and shall continue in full force and effect through midnight of the day immediately preceding the beginning of the 2019-2020 academic year. It is expressly understood that this Agreement shall expire on the date indicated unless the Agreement is mutually agreed to be extended in writing.

**4.2 – Severability**

If any word, phrase or provision of this Agreement or any application thereof shall be declared or rendered null, void, or invalid through court action or federal, state, or local law, such word, phrase, provision or application will only be deemed valid and subsisting to the extent permitted by law, but all other words, phrases, provisions and applications will continue in full force and effect. The parties shall mutually agree on a date to renegotiate in good faith the provisions affected by any such judgment or law.

**4.3 – Waiver**

Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for resolution of any question, controversy, claim or matter of difference regarding this Agreement or the performance or breach of any part thereof. Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform at any time thereafter, nor shall the waiver of any alleged breach of a term or condition of this Agreement be a waiver of said term or condition thereafter.

**4.4 – Masculine/Feminine and Singular/Plural Pronouns**

The use of masculine pronouns may be understood to mean feminine pronouns, and the use of singular pronouns may be understood to mean plural pronouns in this Agreement.

**4.5 – Protection Against Discrimination**

- A. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non-members in the Grievance and Arbitration Procedure.
- B. The parties agree, to the extent discrimination is prohibited by and defined in applicable federal or state law, neither will discriminate against employees based on race, color, religion, national origin, sex, gender identity, age, disability, marital status or veteran status. The parties also agree not to discriminate on the basis of sexual orientation. It is the intent of the parties that any employee alleging discrimination under this Section will have a choice of remedy, i.e., under the applicable federal or state statutes or under the Grievance and Arbitration Procedure under this contract, but not under both. By filing a charge with the applicable state or federal agency, the employee and the Union on behalf of the employee waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.

Grievances alleging a violation of this Section will be filed with the Office of Equity and Special Programs, or if filed under Step 2 of the Grievance Procedure (Article 11.1.C, Step 2), will be referred to the Office of Equity and Special Programs for investigation. To be considered a grievance under Article 11, it must be filed within the time limits established in Article 11. Once the investigation is complete, a written response will be given to the grievant. The grievant may request arbitration under Article 11, Section 11.1.C, Step 5, within ten (10) days of the date the response was received. If no response has been received within 90 calendar days following receipt of the grievance by the Office of Equity and Special Programs, the grievant may withdraw his grievance and request arbitration under Article 11, Section 11.1.C, Step 5, within ten (10) days of the request to withdraw.

- C. No faculty member will be discriminated against because of his refusal to submit to a drug test not permitted by this Agreement. Program faculty assigned to an affiliated site for an academic program will be required to adhere to the affiliation agreement provisions which may include additional background and drug tests.

#### **4.6 – Drug-Free Workplace**

The Administration may implement and maintain a Drug-Free Workplace to the extent permitted by state and federal law. The Administration will make a good-faith effort through the Employee Assistance Program (EAP) to assure that any faculty member determined to be dependent upon illegal drugs is remediated and returned to active status with the College. Should the College want to implement a drug policy that includes faculty, such policy will be determined through the collective bargaining process. There will be no random drug testing of faculty during the term of this contract, unless required by the Federal Department of Transportation Regulations.

#### **4.7 – Forms**

Such printed forms as are used in the implementation or maintenance of this Agreement shall be jointly developed by a committee including two Union members appointed by FUSA and two members appointed by the Executive Director of Human Resources. A faculty member may receive a copy of each form used to implement this Agreement from his immediate Administrative Supervisor or the Executive Director of Human Resources, with the exception of the Grievance Procedure form, which will be available from the Union. Mutually agreed upon forms are included in Appendices.

#### **4.8 – Non-Assignment**

The rights, duties, and obligations of the Board and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party.

#### **4.9 – Controlling Clause**

This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become the official policy of the Union and the Board. Any conflict between the provisions of this Agreement and any Board policies and Administrative Procedures or practices shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including Chapter 6A-14, Florida Administrative Code, shall be resolved as stated in Article 4.2, Severability. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved

by appropriate action by the Union and the Board. The parties agree to share equally the cost of printing this Agreement for distribution to the bargaining unit members and to the Administration.

**4.10 – No Strike**

In accordance with the laws of the State of Florida, no employee or the Union may participate in a strike against the Board as a public employer, by instigating or supporting, in any manner, a strike. Any violation of this Section shall subject the violator to the penalties provided by the laws of the State of Florida.

**4.11 – Cultural Diversity**

The Union supports the establishment of a committee to study the enhancement of cultural diversity at the College, including a review of the College's Equity Plan.

**4.12 – Limitation of Waivers**

The parties acknowledge that all waivers of some or all of the right to collectively bargain over mandatory subjects of bargaining contained in this agreement shall terminate no later than the date this agreement expires.

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**ARTICLE 5****UNION RIGHTS****5.1 – Membership dues**

Upon initial receipt of a wage assignment form properly written, executed and delivered to the Executive Director of Human Resources from the Union, the Administration shall deduct membership dues on a biweekly basis from the wages earned by the faculty member who individually authorizes such deduction.

- A. The Administration shall deduct only the amount of money certified by the Union as the amount of membership dues owed to the Union by a member of the Union.
- B. The form for dues deduction shall include the employee's name, signature, employee identification number and the name of the Union.
- C. The form for dues deduction shall be filed with the Executive Director of Human Resources.
- D. The Administration shall forward the dues deducted with an itemized list of the deductions to the Union each pay period. The Administration shall be obliged to make no more than one dues deduction from any employee's pay in any single pay period. There shall be no obligation to make deductions in arrears unless the arrearage is the result of an Administrative error.
- E. Deductions authorizations shall be valid until revoked or until the faculty member terminates his employment. A faculty member may revoke his deduction authorization upon thirty (30) days notice by submitting a UFF resignation form to the Union, who will in turn submit the form to both the Executive Director of Human Resources and UFF.
- F. The Administration shall not deduct at any time any monies representing fines, fees, or penalties.
- G. The Union shall indemnify and hold the Board and the College harmless from and against any and all claims and liability on account of the Administration's compliance or effort to comply with this Section (5.1). Nothing shall be construed to limit the rights of either party to bring an action against the other.
- H. In exchange for the Administration's processing dues deductions, the Union will donate annually a sum equivalent to \$1 for each union member to the Hillsborough Community College Foundation Scholarship Fund, and the Union will endeavor to match the amount with an additional donation.

**5.2 – Facilitation of Faculty Relations**

- A. The Administration shall allow Union representatives time to engage in activities directly relating to grievances, arbitration, or the Agreement that occur during their scheduled hours. Union representatives shall receive such time as is necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative Supervisor(s) of the need for time off for the performance

of these activities, and such time shall be limited to no more than six (6) hours to be divided among no more than three (3) representatives per week per campus.

- B. The Union shall provide each Campus President and the Executive Director of Human Resources with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by the Association.

### **5.3 – Internal Mail Service**

The Union shall have the right to use the internal College mail, including e-mail, to communicate with members of the bargaining unit at no cost to the Union. Non-returning (and non-retiring) faculty members shall have the option of having college e-mail forwarded to another e-mail address for twelve (12) months after the end of the semester. The faculty member shall be responsible for notifying IT security of the forwarding e-mail address.

### **5.4 – Bulletin Boards**

The Administration will assign a bulletin board to the Union at each campus for the Union's exclusive use.

### **5.5 – Access to Facilities**

- A. The Union shall have the right to use College facilities, equipment, and print services at reasonable times when such resources are not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment, which will include completing the necessary College forms.
- B. The Union shall reimburse the Administration for the actual cost of all materials and supplies used.
- C. When billed, the Union shall reimburse the Administration for all costs associated with utilizing a College facility if the Union requests the use of a facility at a time when the facility is not normally available. However, the College President may choose not to charge the Union for the use of a facility.
- D. The Union will provide each campus President and the Executive Director of Human Resources with a list of all Union council members and officers who are authorized to request the use of College facilities.

### **5.6 – Access to Information**

The Administration shall furnish the following information to the Union following a request to the Executive Director of Human Resources:

- A. the information concerning the College's financial activities;
- B. the Annual Financial Report;
- C. the register of certified faculty members with full-time status;
- D. the annual budgetary proposals submitted to the Board;

- E. one complete Board agenda for each Board meeting;
- F. the minutes of each Board meeting;
- G. the names, campus addresses, and home addresses of all faculty members in the bargaining unit;
- H. the names of those faculty members who are to be considered for tenure by the Tenure Committee; and
- I. upon reasonable request, access to other information, where available, in accordance with the laws of the State of Florida.

The Union shall limit its request to one copy of any document, unless otherwise mutually agreed upon. The Administration shall not charge the Union for the first copy of any document. However, the Administration may charge the Union the actual cost allowable per Florida Statute per sheet for any copies in excess of the first copy. The Administration shall have the right to discontinue providing additional copies of the documents if the Union fails to provide payment for the copies within ninety (90) calendar days from the date of the billing.

#### **5.7 – College President’s Meeting with Union**

The College President shall endeavor to meet with the Union council at least once each major term to discuss matters of concern to both parties at a time convenient to both parties.

#### **5.8 – Unit Integrity**

The Board and the Union agree that the composition of the bargaining unit shall remain as defined in Article 2 of this Agreement.

#### **5.9 – UFF-PAC Deductions**

The HCC-BOT shall deduct, biweekly, any UFF-PAC contributions from the pay of those members in the bargaining unit who individually and voluntarily make such requests on a written UFF-PAC authorization form, such as that contained in Appendix M of this Agreement.

The HCC-BOT shall remit UFF-PAC deductions to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

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**ARTICLE 6****FACULTY RIGHTS****6.1 – Bargaining Unit Rights**

All rights, privileges and benefits enjoyed by the faculty during the term of this Agreement shall remain in effect for the duration of this Agreement.

**6.2 – Academic Freedom**

A faculty member, whether tenured or not, is entitled to academic freedom:

- A. 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.
- B. 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 should be careful not to introduce a controversial matter that has no relation to his subject. If the faculty member is the only full-time instructor in a particular course on a given campus, he shall have the right to select the textbook for the course he is scheduled to teach. If two or more sections of the course are offered on a campus and are taught by two or more full-time instructors or if the course is part of a sequence of courses that would normally use the same text, he shall have the right to serve on a campus and/or college-wide faculty committee appointed to select such texts for courses on that campus. Where feasible, faculty members shall explore methods of college-wide standardizations of textbooks used in general education and sequential courses. Custom texts may be utilized as provided in Article 8.24, provided, however, that the use of custom texts does not conflict with the efforts to standardize texts in general education and sequential courses, or that such use does not conflict with Article 6.2 B1 below. All textbook selections will be made in compliance with Florida Statutes.
  - 1. By November 1, 2016, the College will conduct a comprehensive textbook analysis, e.g., student purchases, usage, and costs. ENC 1101 and MAC 1105 have been selected for college-wide adoptions for Fall 2017. By the Fall 2017 term, clusters will provide a list of three additional general education courses that will use a college-wide textbook within the next 2-year adoption cycle (with an implementation by Fall 2018 at the latest). All college-wide textbooks will be available in digital format.
  - 2. Under the direction of the Vice President of Academic Affairs, a Textbook Taskforce shall be convened to establish an implementation plan and calendar for common textbooks for General Education Core courses. The Textbook Taskforce shall consist of faculty within the corresponding disciplines.
- C. The faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As an individual of learning and an educational employee, he should remember that the public may judge his profession and the institution by his utterances. Hence, he should endeavor at all times to be accurate, to

exercise appropriate restraint, to show respect for the opinions of others and to indicate that he is not an institutional spokesperson.

### **6.3 – Non Discrimination**

The Board and the Union agree to comply with all federal, state, and local laws prohibiting discrimination and mutually agree that neither will discriminate against any employee or applicant for employment on the basis of race, creed, age, national origin, religion, gender identity, sexual orientation, union activity, disability status, marital status, or membership or non-membership in any labor and/or professional organization. Nothing in this paragraph will require the Union to process a grievance for non-Union members.

### **6.4 – Involuntary change in Status**

Any discipline resulting in discharge, demotion, or other involuntary change in a faculty member's status shall be made only for just cause and in the best interest of the College. A faculty member shall be entitled to due process in accordance with Article 6.5. This Article does not apply to non-renewal of annual contracts, provided that the failure to follow contractual procedures on non-renewal is subject to Article 11, Grievance and Arbitration.

### **6.5 – Due Process**

A faculty member shall have the right to procedural due process to the extent required by law when faced with a disciplinary action or discharge. The faculty member will receive written notice from his immediate supervisor or the Campus President of any unsatisfactory performance or other conditions, which may result in his discipline or dismissal. The written notice will provide sufficient time and designate available assistance for the faculty member to correct any demonstrable deficiencies. This Article does not apply to non-renewal of annual contracts.

### **6.6 – Vacancies/Transfers**

A vacant or new full-time tenured faculty position will be filled by the Administration in accordance with the following guidelines:

- A. To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline or from one discipline to another, a qualified full-time tenured faculty member shall submit a request for transfer on the Request for Transfer form, (Appendix H), to both the faculty member's immediate Administrative Supervisor and the Executive Director of Human Resources by the job close date as printed on the job posting on the College's website, or five (5) business days, whichever is greater. In the event of a transfer between disciplines, the Vice President for Academic Affairs or designee will verify qualifications before proceeding.
- B. After the job close date for the advertised position, Human Resources will complete the Request for Transfer form and forward the form to the appropriate Campus President for review and approval. The Campus President of the campus to which the faculty member seeks a transfer will retain the sole right to select or reject any request. After reaching a decision on the transfer request, the Campus President will complete the Request for Transfer form and forward the decision to the Executive Director of Human Resources and the Vice President for Academic Affairs. The Campus President making the transfer request decision will notify the requesting faculty member of the decision in writing.



- C. If the Administration determines that it is necessary to transfer a member to a new campus or center, the Administration will first request qualified volunteers. A faculty member will be considered qualified if rated "satisfactory" on the most recent evaluation.
- D. The Administration shall not involuntarily transfer a faculty member for arbitrary, capricious, or punitive reasons, including a faculty member's refusal to accept managerial responsibilities.
- E. For a new or vacant full-time faculty position that is different from the faculty member's current discipline, a tenured faculty member requesting a transfer must meet the minimum qualifications for teaching in the new discipline by the application deadline date for applying as printed on the job posting on the College's website announcement.
- F. When transferring from one discipline to another where there is no change in campus or center, the dean with responsibility for the discipline being sought will retain the sole right to approve or reject the transfer request.
- G. If a faculty member requests and is granted a transfer under this Section, the faculty member will not be eligible to transfer again for three years.

### **6.7 - Right to Privacy**

A faculty member has the right to privacy with regard to his personal and private life, which includes religious and political activities, unless such actions are demonstrably detrimental to the College and/or constitute grounds for disciplinary action.

### **6.8 - Personnel Files**

Following a request to the Office of Human Resources, a faculty member shall have the right to examine the contents of his official personnel file at the District Office. Any records that relate to a faculty member's performance or evaluation will be filed in the faculty member's Limited Access File in the Office of Human Resources. The faculty member's Limited Access File may be released by the records custodian with written authorization from the faculty member or the College President or upon order of a court of competent jurisdiction. Written authorization to review a faculty member's personnel files will be filed in the personnel file. A faculty member may review his unofficial personnel file at the Campus, if one is maintained.

The faculty member shall have the right to receive a copy of any document filed in his District/Campus personnel files, which shall include all disciplinary documentation. No derogatory material or written reprimand shall be placed in a faculty member's file without his knowledge. If the faculty member disagrees with the content of any material included in his personnel files, the faculty member shall have the right to file a formal written response, which shall be attached to the original document. A written reprimand will be removed from the faculty member's file after three (3) years, upon written request submitted to the faculty member's immediate Administrative Supervisor. The Administration is responsible for maintaining complete and current files of documents originating with the Administration. The faculty member is responsible for submitting documents originating with the faculty member.

### **6.9 - Royalties, Copyrights and Patents**

In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors if such products are the result of independent labors and are not produced as a result of a specific agreement with the College. Such endeavors may include any patent rights, copyrights, and royalties, as well as associated profits derived there from. Unless the contribution is substantial, a faculty member shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty member was not an original author of the unmodified version of the existing edition of the text.

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

### **6.10 - Legal Assistance**

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

### **6.11 - Outside Employment**

- A. A faculty member's primary employment responsibility is to the College. The faculty member must report outside or significant self-employment to the faculty member's immediate Administrative Supervisor on the college-provided form at the beginning of each academic year or upon commencing outside or significant self-employment. Any outside and significant self-employment must not affect the faculty member's scheduled assignments or scheduled responsibilities at the College. The form is attached as Appendix I.
- B. No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment or business interests. Faculty members who have outside employment or self-employment shall not conduct such business during duty hours, nor use any College equipment or supplies for such purposes.

### **6.12 - Office Security**

The Administration shall implement procedures and regulations to safeguard the security of each faculty member's office and files. The faculty member shall have sole access to his desk and office files, but the College locksmith may maintain duplicate keys for replacement and emergency purposes. However, if the faculty member's office is entered for non-emergency purposes, the faculty member shall be notified.

### **6.13 - Workers' Compensation**

The Administration shall adhere to the laws of the State of Florida regarding Workers' Compensation claims by employees arising out of and in the course of employment at the College.

### **6.14 - Access to Offices**

Faculty members shall have access to their offices on days of normal campus operations on the following schedule:

Monday- Thursday	6 a.m. to Midnight.
Friday	6:00 a.m. to 7:00 p.m. or until two hours after campus closing, whichever is later
Saturday and Sunday	If campus is open, access will be permitted two hours prior to campus opening and two hours after campus closing.

Access other than during the hours listed above must be requested through the Dean. If Dean approval is granted, the faculty member shall make arrangements with Security for admittance and departure. The Administration shall have the absolute right to determine whether heat or air-conditioning will be provided.

### **6.15 - 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.

### **6.16 – Tenure and Continuing Contract**

A full-time faculty member in a continuing contract position will apply for tenure and the award of a continuing contract upon meeting the eligibility requirements and following the procedures set forth in this section.

Award of tenure (continuing contract) shall be based upon a review of the candidate faculty member's application, portfolio, and relevant supporting documents by the Campus and College faculty Tenure (Continuing Contract) committees as described in subsection (H). The faculty member must also be recommended by his supervising Dean, Campus President, the Vice President for Academic Affairs, and the College President in order to be considered for a continuing contract, as provided below. The final award of a continuing contract will be made by the District Board of Trustees.

The recommendation for tenure (continuing contract) by the faculty tenure committees represents an endorsement and affirmation by his peers that he has met the academic, professional and contractual requirements expected of him as described herein.

Award of a continuing contract is defined as a promise of continued employment in the absence of certain conditions, such as just cause for dismissal, or return to annual contract status, retirement, or RIF (Article 10).

- A. A continuing contract shall be awarded for service as a full-time instructor, librarian or counselor, provided the conditions set forth in this Article (Article 6.16) have been met.

- B.** The following classifications shall be considered non-continuing contract appointments; part-time (adjunct) faculty, temporary full-time faculty, grant-funded faculty, grant-match funded faculty, and visiting scholars with teaching duties. The District Board of Trustees may also establish full-time positions that are not eligible for continuing contract. Faculty hired in these positions may be awarded multiple year contracts, annual contracts, or contracts of less than one (1) year. Multiple year contracts shall not exceed three (3) years. All other classifications of full-time faculty positions will be considered eligible to earn a continuing contract. For grant-funded and grant-matched full-time faculty, all service in such positions will be subject to Article 8.1, Sections D. and E., in the event the faculty member is selected through the College Screening committee for a regular full-time appointment. See Article 8.1, Sections D. and E.
- C.** The Administration will ensure that each eligible faculty member's personnel file is current and complete with respect to those documents that originate from the Administration. The faculty member will be responsible for timely presentation of documents originating from the faculty member. A faculty member in a position eligible for the award of a continuing contract should begin assembling his portfolio during his first term of hire by the District Board of Trustees.
- D.** To be eligible for the award of the continuing contract, the following requirements must be met:
- The full-time faculty member must complete five (5) full successive years of service, during a period not in excess of seven (7) years, calculated from the beginning of the fall term of the first year's contract, with such service being continuous except for leave being duly authorized and granted pursuant to Article 12 of this Agreement. Part-year employment before the fall term begins does not count toward the five (5) year service calculation. A year of service is completed when the faculty member satisfies the terms of a Faculty Basic Year Contract, as defined in Article 2.8.A. One year of service shall include full-time service exclusive of holidays and authorized leave, with the exception being sick leave, vacation leave, and duty leave pursuant to Article 12 of this Agreement. Employment as a full-time temporary faculty member may count at the discretion of the faculty as stated in Article 8.1.D.1.
1. The faculty member will be considered for tenure (continuing contract) during the spring term of his fifth year of service to the College, as provided in Section 6.16.E below, based upon the successful performance of duties and demonstration of professional competence as documented on the official Instructional Faculty Evaluation Performance Review form, Librarian and Counselor Evaluation Performance Review form and End of Year Verification form.

2. The faculty member must be recommended without reservation by his Dean and reappointed by the Campus President for the sixth year without reservations or specifics as provided by the rules of the State Board of Education. The Dean's recommendation is based upon consideration of a number of elements, including but not limited to student success, compatibility, educational qualifications, scope and currency of subject matter knowledge, and relevant student feedback.
3. The faculty member must be recommended for tenure (continuing contract) by his Campus Tenure Committee and the College-wide Tenure Committee.
4. The faculty member must complete fifty (50) hours of continuing professional development. The required hours should be earned throughout the five-year period as specified in Article 9.2, and shall be completed before the faculty member submits his portfolio.
5. The faculty member must have participated in ten (10) distinct faculty development modules related to the community college in higher education or to college teaching to be considered for tenure (continuing contract). The faculty development modules will be designated as CCHE for community college in higher education or CT for college teaching. A minimum of two modules will be offered every term.
6. The faculty member must be recommended to the College President by the Vice President of Academic Affairs.
7. The faculty member must be recommended to the District Board of Trustees for a continuing contract by the College President.

**E. Responsibilities of Tenure (Continuing Contract) Candidate**

1. The faculty member must maintain a portfolio to be submitted as part of the tenure (continuing contract) review process and to support and document his eligibility for the award of a continuing contract. The portfolio must contain copies of the faculty member's evaluations completed by the Administration in accordance with Article 9.1.B.2.b., of this Agreement (provided by the supervising Dean), copies of the Student Evaluation of Instructional Faculty summary reports (provided by the Administration), and other relevant feedback and recommendations from faculty, administrators, and employers of students, where applicable. The faculty performance review provides quantifiable, measurable evidence of the effectiveness of the faculty member's execution of primary and other responsibilities and demonstrates the currency and scope of the subject matter knowledge. The portfolio must also contain documented evidence of significant continuing contributions and participation

in the areas listed below, following the general guidelines and schedule specified and outlined in the Tenure Committee Checklist (Appendix P of this agreement) over the candidate's five-year period:

- a. Participation in professional development activities as specified in Article 9.2
- b. Service on College or educational committees, task forces, panels, boards or the like
- c. Service/contributions to the department, College, profession
- d. Service/contributions to the community

As part of the faculty evaluation each term, the candidate will present documentation of participation in the above areas to his supervising Dean.

2. By May 1 of the tenure (continuing contract) candidate's fourth year, he must notify the College of his intent to apply for tenure (continuing contract) during the fall term of his fifth year.
3. By October 1 of the fall term of the tenure (continuing contract) candidate's fifth year, the candidate must submit the Application of Tenure (Continuing Contract) and Authorization of Tenure (Continuing Contract) Committee to Review Limited Access File memo (Appendix J) to the immediate supervising Dean, the Campus President, and the Campus and College-wide Tenure (Continuing Contract) Committee chairpersons.
4. By January 10 of the spring term of the fifth year, the faculty member must submit his portfolio to the immediate supervising Dean.

#### **F. Responsibilities of the Supervising Dean**

The appropriate supervising Dean will work with the faculty member to ensure development of a tenure (continuing contract) portfolio. As part of the faculty member's evaluation administered each term, the Dean will complete the Tenure/Continuing Contract Progress Evaluation Eligibility form (Appendix O) and discuss the results with the faculty member.

The Dean will attend an annual training program provided by the Administration on tenure and continuing contract. The Dean will verify that the faculty member has met, or will meet upon completion of the spring term, the time of service requirements for tenure and eligibility for continuing contract as specified in Article 6.16.D.1 of this Agreement, and will so notify the Campus and College-wide Tenure Committee Chairmen, Campus President, and the faculty member in writing by January 20. The Dean will ensure that copies of student evaluations of the candidate are kept on file at

the campus for review by the tenure committees, College President, and Administration and that the provisions of Article 9.1 are followed. The Dean will also ensure that administrative evaluations and End of Year Verifications are submitted to the Office of Human Resources to be placed in the candidate's appropriate personnel file.

#### **G. Responsibilities of Campus President**

The Campus President will appoint a Campus Tenure (Continuing Contract) Committee of five tenured faculty members who will convene to review campus tenure candidates' eligibility for continuing contract. One of the committee members must have served previously on the College-wide Tenure (Continuing Contract) Committee, preferably within the preceding three years, and will be asked to chair the Campus Tenure (Continuing Contract) Committee. By February 20 of the year of tenure consideration, upon review of campus budget and staffing needs, the Dean's and the Campus Tenure (Continuing Contract) Committee's recommendations, and the candidate's portfolio and limited access, the Campus President will notify the candidate in writing of the intention to recommend the candidate for tenure and award continuing contract.

After notification by the Vice President for Academic Affairs as specified in Article 6.16.D.6, and prior to the recommendations for continuing contract being presented to the District Board of Trustees, the Campus President or his designee will provide written notice to the faculty member that he is or is not being recommended to the Board for a continuing contract before the May meeting of the District Board of Trustees.

#### **H. Tenure (Continuing Contract) Committees**

1. The Campus Tenure (Continuing Contract) Committee shall be appointed by the Campus President to review the applications and to submit a recommendation to the Campus President. The Campus Tenure (Continuing Contract) Committee may review copies of the administrative evaluations, student evaluations, and End-of-Year Verifications, as well as the faculty member's portfolio. The Committee may interview candidates as well. In this review, the Committee will give first priority to the consideration of the candidate's commitment to the mission and vision of the College, and next to the profession and greater College community. The committee will use the Tenure (Continuing Contract) Committee Checklist (Appendix P) to conduct its review. The Campus Tenure (Continuing Contract) Committee will communicate its recommendation to the Campus President in writing by February 15.
  - a. to recommend the candidate for tenure recognition and continuing contract;

- b. not to recommend the candidate for tenure recognition and continuing contract;
- c. or to recommend that the candidate be allowed to reapply in his sixth year.

If the Campus Tenure (Continuing Contract) Committee and the Campus President both recommend the candidate as eligible for tenure and continuing contract, the Campus Tenure Committee chairperson will prepare a letter informing the College-Wide Tenure (Continuing Contract) Committee of the decision. The Campus Tenure (Continuing Contract) Committee chairpersons may also be asked to attend meetings of the College-wide Tenure (Continuing Contract) Committee as non-voting members at the request of the College-wide Tenure (Continuing Contract) Committee chairperson.

2. The College-wide Tenure (Continuing Contract) Committee shall be appointed by the College President to review the portfolios, interview the candidates, and submit a recommendation. The Committee will be composed of seven (7) or more continuing contract faculty members, representing both AA and AS, the discipline(s) or area(s) of the continuing contract candidate(s), and diversity in terms of gender and ethnicity. Members of the College-wide Tenure (Continuing Contract) Committee may serve for up to three (3) years. The Tenure (Continuing Contract) Committee will review each candidate's file with the faculty member's signed authorization and consider all documentation included for continuing contract recommendation. A quorum must be present for the Committee to take action. If there are too many tenure candidates for a single College-wide Tenure (Continuing Contract) Committee to effectively review, a second committee may be created following the procedure under this Section. Campus Tenure (Continuing Contract) Committee chairpersons may be asked to attend meetings of the College-wide Tenure (Continuing Contract) Committee as non-voting members at the request of the College-wide Tenure (Continuing Contract) Committee chairperson.

The College-wide Tenure (Continuing Contract) Committee(s) will review the candidate's tenure portfolio using the Tenure (Continuing Contract) Committee Checklist (Appendix P) to verify that the faculty member has met the eligibility requirements for continuing contract as specified in Article 6.16, Sections D. and E. of this Agreement. The Committee will also review student and administrative evaluations and other relevant feedback, recommendations and documentation supporting the faculty member's candidacy contained within the portfolio and or in the faculty member's Limited Access File. In this review, the committee will give first priority to consideration of the candidate's commitment to the mission and vision of the College, and next to the profession and greater College community.

The College-wide Tenure (Continuing Contract) Committee will interview candidates after reviewing their files and portfolios in order to conduct a



preliminary determination of eligibility. In the interview, the candidate may be asked to explain or clarify information contained in their portfolio or in other supporting documentation. The candidate may also be asked to provide additional supporting documentation at the time of the interview, or in a timely fashion in advance of the committee's final recommendation. The committee may also request additional information from the Administration, with such requests directed to the office of Vice President of Academic Affairs.

The College-wide Tenure (Continuing Contract) Committee will communicate its decision by April 1. The Committee Chairperson will submit, in writing, to the Vice President of Academic Affairs, the consensus decision reached by the Committee on each candidate:

- a. to recommend the candidate for tenure recognition and continuing contract;
  - b. not to recommend the candidate for tenure recognition and continuing contract;
  - c. or to recommend that the candidate be allowed to reapply in his sixth year.
3. In order to serve on a tenure (continuing contract) committee, a faculty member must complete the joint HCC and FUSA tenure committee training.

**I. Administration Recommendations for Sixth Year**

The Campus President may recommend that the candidate be allowed to reapply for tenure and continuing contract in his sixth year.

**J. Responsibilities of the Vice President for Academic Affairs**

The Vice President for Academic Affairs will review the recommendation of the College-wide Tenure Committee and either transmit it to the College President or return it to the College-Wide Tenure (Continuing Contract) committee with written instructions to provide additional details for further consideration or clarification. Such instructions may require the committee to reconvene and review the recommendations as specified by the Vice President. If the final determination is that the candidate will not have received a recommendation for tenure and continuing contract, the Vice President will provide written notification to the appropriate Campus President.

**K. Responsibilities of the College President and Board of Trustees**

The College President will recommend candidates for recognition of tenure and award of continuing contract to the District Board of Trustees by the May Board meeting (or the next regular Board meeting if none is held in May) based upon the candidate's

successful performance of duties, demonstration of professional competence, and the needs of the college. To be considered for recommendation by the President, the faculty member must be recommended for a continuing contract by the Campus and College-wide Tenure (Continuing Contract) Committees.

If approved by the Board, the continuing contract shall be granted at the beginning of the annual college contractual period after the five (5) year service requirements are completed.

The College President will inform the faculty member in writing of the Board's action by the week following the Board action.

- L.** Regardless of the stated term or other provision of any appointment, written notice that an annual contract appointment will not be renewed will be given to the faculty member by March 15 in advance of the expiration of the appointment. The non-renewal of an annual contract shall not entitle the person to reasons for non-renewal or to a hearing (i.e., DOAH or arbitration).
- M.** Any faculty member who receives a continuing contract shall be entitled to continue in a position at the College at the Board-approved salary without needing an annual reappointment by the Board, until the faculty member resigns or his contractual status changes as outlined in this Agreement.
- N.** Prior to the award of a continuing contract, the faculty member shall have the same academic freedom that faculty members with a continuing contract have.
- O.** In accordance with the rules of the State Department of Education, the Board shall have the right to dismiss a faculty member under a continuing contract or return the faculty member to an annual contract.
- P.** A Tenure (Continuing Contract) and Continuing Contract Timeline shall be included as Appendix K.

### **6.17 - Professional Rank**

The College will recognize the faculty ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

- A.** All non-tenured, full-time faculty will hold the rank of Instructor. Once a faculty member earns tenure, he will be awarded the rank of Assistant Professor.
- B.** The ranks of Associate Professor and Professor shall be awarded to faculty who distinguish themselves through continuing exemplary contributions to the College and completion of the following criteria:

1. **Qualifications** - In the following table, years of service statements refer to minimum years of service.

ASSOCIATE PROFESSOR	PROFESSOR
Awarded upon successful completion of post tenure review, a minimum of ten (10) years of service to the college with satisfactory evaluations, exemplary contributions and approval of the Professional Rank Committee.	Awarded upon successful completion of post tenure review, a minimum of fifteen (15) years of service to the college with satisfactory evaluations, exemplary contributions and approval of the Professional Rank Committee.

2. **Evaluation** – The faculty member must demonstrate consistent satisfactory performance of duties as reflected in his evaluations for the five years immediately prior to applying for professional rank promotion.
3. **Contributions and/or Participation** – The faculty member must distinguish himself by presenting documented evidence of significant contributions in each of the following areas, or outstanding or exemplary in one or more areas.
- Contributions in College or educational committees;
  - Contributions to the department, the College or the profession;
  - Contributions to community groups or projects;
  - Participation in professional development activities.
4. **Peer Recommendation** – The faculty member must be recommended by two peer members (who may be inter-disciplinary).
5. **Professional Rank Committee**

The faculty member who satisfies the criteria set forth above may apply for academic rank promotion on the Request for Advancement in Professional Rank, Appendix G, available from the Executive Director of Human Resources at the beginning of the term after meeting the minimum qualifications.

- The Request for Advancement with appropriate documentation shall be presented to the Vice President for Academic Affairs for verification.
- A committee composed of four (4) tenured faculty members with rank of Associate Professor or Professor and chaired by the Vice President

for Academic Affairs will review the applications for professional rank and make recommendations to the College President.

- c. College President's Approval – The faculty member's promotion must be approved by the College President.

**6. Step Advancement for Rank**

The promotion to the ranks of Associate Professor and Professor merit a one-step advancement for each rank.

**C. Implementation (Fall 2018):**

Faculty who can demonstrate they previously earned additional rank through application to the Professional Promotions Committee or the Rank Portfolio system shall be awarded the appropriate rank. Each rank earned shall merit one additional step. The maximum award for previous rank is two steps (beginning in 2018).

In the Fall 2017, Faculty who have 10+ or 15+ years of service may apply for advancement in rank. Faculty shall be notified of the advancement in rank by May 2018. If promotion is awarded, Faculty shall receive advancement to the appropriate rank and receive one step increase for each additional rank awarded for a maximum of two (2) steps. The advancement shall be effective in the Fall of 2018.

As of Fall 2018, all faculty shall be assigned to the appropriate rank.

**6.18 - Selection of New Faculty**

Each applicant for a regular full-time faculty position will be required to follow the Board of Trustees approved hiring procedures, which include an evaluation by an appropriately constituted screening committee as set forth in this Section.

Faculty input into the selection of new faculty will be advisory only. The Administration will form a screening committee which will include faculty members and the supervising dean, or his designee, who will not vote. The majority composition of the committee is to be full-time tenured faculty from the discipline or cluster in which a faculty position is being filled. In order to further the College's goal to have a workplace that is reflective of the community, committee composition will be made as diverse as is reasonably possible, provided the majority, where possible, are from the discipline and have satisfactory evaluations. If faculty members outside the discipline are necessary for diversity, faculty members within the discipline and the supervising dean shall make recommendations for committee appointments from a list of available faculty provided by the Special Assistant to the President for Equity and Special Programs. Full time temporary faculty, whether grant funded or not, shall not serve on a screening committee, unless they themselves were hired through the screening process. When sufficiently diverse faculty members to serve on a screening committee for the selection of new faculty are available, they should have the following credentials in the priority indicated:

- A. For an instructional faculty position, the Administration will select faculty members to serve on the screening committee from the discipline in which the instructional faculty position is being filled.

- B. If no faculty member from the discipline is available to serve, then the cluster must be represented on the screening committee.
- C. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty.
- D. For a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty.
- E. Tenured faculty shall have priority over non-tenured faculty for an assignment to a screening committee to select new faculty.

If screening committee meetings are to be held during the summer, faculty members in the discipline will be emailed asking for volunteers.

The committee will present its recommendations in alphabetical order to the supervising dean, who may make additional comments and will then forward to the Campus President. The committee will promptly be notified in writing when a decision is made to recommend an appointment to the Board.

#### **6.19 - Access to College Mail**

The College agrees to make its internal mail service available to each faculty member. Each faculty member will be assigned a mailbox at his home campus and will have access to his mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.

#### **6.20 - Enhancement of Professional Skills**

A full-time faculty member successfully completing university courses will be awarded an academic stipend of up to \$1,200 per semester for undergraduate courses and \$1,800 per semester for graduate courses, not to exceed six (6) semester hours per academic term. The stipend amount may not exceed the actual cost of the course(s). In order to qualify for this stipend, the faculty member must have completed course work approved by the Office of the Vice President for Academic Affairs and must have earned a grade of S or C or better in undergraduate level course or S or B or better in graduate level courses. Course work should be designed to enhance professional skills and/or teaching abilities.

A faculty member may also attend approved seminars or workshops that are required for certification within the faculty member's discipline or are within an area where the College desires additional certification/training. The faculty member will be advised of the amount of approved reimbursement prior to attending; unless prior approval of the amount is obtained, no reimbursement will be made. The faculty member must provide verification of seminar/workshop attendance to qualify for reimbursement. The reimbursement may, at the College's option, come from tuition reimbursement or FSPD.

The cost of approved applications may not exceed expenditure by the College of \$49,000 per academic year. No more than 60 percent of the total allocation may be awarded during the Fall Term. A faculty member shall submit an application to the Office of the Vice President for

Academic Affairs. The application must be received at least fifteen (15) working days prior to the beginning of the term in which he will be registered.

Applications submitted by faculty working to meet the minimum certification requirements made necessary by changes effected by the relevant accrediting agency (ies) will have priority over all other applications.

Applications submitted by tenured faculty members seeking higher degrees will be given second priority.

Applications submitted by tenured faculty members seeking to enhance or extend current skills will be given third priority.

Applications submitted by non-tenured faculty members seeking higher degrees will have fourth priority.

Applications submitted by non-tenured faculty members seeking to enhance or extend current skills will be given last priority.

When circumstances force a faculty member to change an approved course, he may adjust his application by submitting a new course for approval by the Vice President for Academic Affairs.

## **6.21 - Committees**

- A. The College will maintain the following Standing Committees consisting of representatives from the Administration, who may be Administrators or staff members, and the faculty, as appropriate, to review and/or prepare recommendations for the College President or designee. Administrators and staff members will not be voting members of the Academic Affairs, Cluster, General Education, Instructional Technology and Sabbatical Leave Committees.

Academic Affairs

Academic Standards

Calendar

Cluster

General Education

Instructional Technology

Insurance

Professional Development

Professional Rank

Sabbatical Leave

Student Success

Tenure (Campus- and College-wide)

Textbook Taskforce

- B. All voting members of the Academic Affairs Committee will be faculty, one member plus one alternate recommended by each Cluster. Non-tenured faculty members will be recommended by the Cluster if there are not sufficient tenured faculty members available to serve. The chair of this committee will be a tenured faculty member. The chair will be granted 30 load point release time from instructional duties for each major academic term. If the chair remains equally active during the Summer Term, the chair will receive 30 points, at the established overload rate for those duties.
- C. Each April the President of FUSA or designee shall recommend to and consult with the Vice President of Academic Affairs or designee over the appointment of faculty members to the committees listed in paragraph A above, other than the Academic Affairs Committee. The Vice President of Academic Affairs or designee will make the final decision on members of the Standing Committees and provide those names to the President of FUSA by June 1.

### **6.22 - Union Representation**

A faculty member who has the expectation that disciplinary action may result from a meeting with an administrator may have the right to Union representation during the meeting. If the faculty member is eligible for Union representation, the meeting will be re-scheduled to a mutually agreeable time. The re-scheduled meeting should take place within three (3) days of the originally scheduled date. The expectation of disciplinary action shall not be grounds for non-attendance of a meeting with the Administration.

### **6.23 - Retired Faculty Members**

A retired faculty member in good standing shall have privileges to use the College's facilities (wellness programs—if retiree health coverage is elected—and equipment) and library facilities (access to materials and electronic resources, checkout materials), and shall be provided with an email account and email access for a period of one (1) year, all subject to and consistent with the policies applicable to full-time faculty members.

### **6.24 - Minimum Credentials**

To be in compliance with the published requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC hereafter) and other accrediting agencies, all instructional faculty members must satisfy the minimum credentials requirements published by these agencies. Nothing in this contract shall preclude the College from requiring greater credentials than the minimum required by SACSCOC.

Before assigning faculty to a teaching discipline and periodically during the accreditation cycle, the director for that teaching discipline will review/complete the Faculty Transcript Evaluation Form for the faculty member and determine whether the faculty member is qualified for that assignment according to the then-current SACSCOC criteria.

If the director determines from the transcripts that a faculty member does not satisfy the SACSCOC criteria, the director and the faculty member will cooperate in a joint effort to document that the faculty member has outstanding professional experience and demonstrated contributions to the teaching discipline which constitute an "exceptional case" in lieu of formal academic preparation as provided for in the SACSCOC criteria.

The Vice President of Academic Affairs will review the determination of the director and/or documented "exceptional case." If he determines that the faculty member does not satisfy the minimum SACSCOC transcript requirements or does not constitute an "exceptional case," the faculty member must immediately begin coming into compliance at the rate of one graduate level course per major term (or more at the faculty member's option). If it becomes necessary, the Administration will demonstrate to SACSCOC that this transition plan is consistent with SACSCOC criteria. The faculty member shall periodically report his progress.

If the Vice President of Academic Affairs determines upon review, or is notified by SACSCOC, that the faculty member lacks appropriate credentials, or if the faculty member opts to return to a discipline in which he does satisfy SACSCOC requirements, the member shall, as soon as practical, be reassigned to that discipline.

A faculty member coming into compliance will be given top priority in the application process for tuition stipend under Article 6.20 - Enhancement of Professional Skills, and with the approval of the Vice President of Academic Affairs, the maximums for tuition stipends.



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**ARTICLE 7****MANAGEMENT RIGHTS****7.1 - Retention of Managerial Rights**

The Board retains all powers, rights, authority, duties and responsibilities conferred upon it by the laws of the State of Florida, which shall include but not be limited to the following rights:

- A. To establish educational policies and to ensure the rights and educational opportunities of students;
- B. To the management and administrative control of the College and its properties, its facilities, and the activities of its employees;
- C. To hire all faculty members and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such faculty members;
- D. To direct the work of its faculty members and determine the time and hours of operations;
- E. To determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- F. To determine staffing patterns;
- G. To determine the number and kinds of personnel in order to maintain the efficiency of district operations;
- H. To control and regulate the use of machinery, facilities, equipment, and other property of the Board;
- I. To determine the number, location, and operation of departments, divisions, and all other units of the College;
- J. To build, move, or modify facilities;
- K. To establish budget procedures and determine budgetary allocations;
- L. To determine the methods of raising revenue;

- M. To take action on any matter in the event of an emergency;
- N. To schedule classes to meet the needs of the students, the community, and the College;
- O. To develop and maintain administrative rules, procedures, policies, regulations, and practices, which shall be limited by the terms of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement.

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**ARTICLE 8****FACULTY WORKING CONDITIONS****8.1 – Responsibilities****A. Instructional Faculty****1. Primary Responsibilities**

The primary responsibility of an instructional faculty member is to educate students. To be in compliance with the requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and accrediting agencies, each instructional faculty member must satisfy the minimum certification requirements established by these agencies as more fully provided in Article 6, Section 6.24 of this Agreement. The Administration shall provide the necessary support services and personnel to enable each instructional faculty member to perform his responsibilities, which shall include the following:

- a. In accordance with the laws of the State of Florida, a full-time faculty member must teach a minimum of fifteen (15) classroom contact hours per week for the College. A clinical or lecture contact hour consists of a regularly scheduled activity for fifty (50) minutes in a course of instruction approved by the Board. A course must meet a minimum of seven hundred and fifty (750) minutes per credit hour per term. A faculty member's workweek shall not exceed five consecutive calendar days, unless waived by the faculty member.
- b. Except as hereinafter provided for accredited Health Sciences, a full time faculty member will be awarded a Basic Year Contract. The Administration will notify each faculty member by April 1 whether the next contract will be a Basic Year, a College Year, or Twelve Month Contract for the following academic year(s). (Except where faculty member is seeking tenure, the notice date shall be consistent with Article 6.16.)

An instructional faculty member who is offered and accepts a College Year Contract shall be required to teach 150 load points (or its equivalent) during two terms and 120 load points (or its equivalent) each third term, for a total of 420 load points.

An instructional faculty member who is offered and accepts a Faculty Basic Year Contract shall be required to teach 150 load points (or its equivalent) during the Fall Term and 150 load points (or its equivalent) during the Spring Term. In accredited Health Science programs, the College reserves the right to require employees on a Basic Year Contract to teach at 1.5 times the overload rate during the summer, or

part thereof. In order to ensure that program accreditation staffing requirements are met during the summer term, the Dean, after communicating with the Nursing Program faculty members, may assign teaching responsibilities to nursing faculty members who have already satisfied their duties under the Basic Year Contract. Assignments will be offered to faculty based upon seniority. If enough fully qualified faculty members do not request a summer assignment, then the Dean may make teaching assignments to the fully qualified faculty members offering those assignments to non-tenured faculty first. The teaching responsibility will be communicated to the faculty members by the second week of Spring Term. A full-time instructional faculty member who is offered and accepts (or in Health Sciences who has been assigned) a College Year or a Twelve-Month Contract will perform the tasks assigned and be compensated as set forth in Sections 2.8(B) or 2.8(C), respectively.

- c. The College will schedule two major instructional semesters - Fall and Spring. Within each of these semesters and including the Summer, the College may schedule classes of varying length.
- d. Instructional faculty members shall be required to attend no more than seven (7) in-service days per year under a Basic Year Contract and no more than eight (8) in-service days under a College Year Contract. An in-service day is a district-wide contractual day of service scheduled on a non-teaching day.
- e. Each instructional faculty member shall post and maintain two office hours per week for each thirty (30) load points, or major part thereof. At least one-half of the office hours must be on campus in minimum increments of thirty (30) consecutive minutes over a period of not less than three (3) days. The other office hours may be held in fifteen (15) minute increments. If held in the classroom between classes, the faculty member must be assigned to that classroom during the class time immediately before and after the office quarter hour. Each faculty member shall be available for one additional office hour by appointment for each thirty (30) overload points or major part thereof. An office hour is a designated hour when an instructor will be available for one-on-one consultations with students in a non-class setting. The availability and location of these office hours shall be made known to the students in writing by the end of the second week of classes. If the location is to be at any place other than the faculty member's office or in a classroom between classes, the faculty member and the immediate Supervising Dean will agree upon the location. The faculty member must provide his immediate Supervising Dean with a copy of his written office hour schedule as early as possible, but not later than the end of the second week of classes. In exceptional circumstances, the immediate Supervising Dean may allow deviations from the three-day requirement. If a student must schedule an appointment at a mutually

agreeable time other than during a scheduled office hour, the faculty member may post a notice to students, that the faculty member has cancelled equivalent office hours during that week.

A faculty member may schedule up to a maximum of five (5) hours of office time online. At a minimum, students should be able to interact with their instructor during virtual office hours. The instructor's method of contact during virtual office hours should be clearly stated in the course syllabus. The method of contract must include email and/or a higher level electronic communication tool (Instant Messenger, Skype for Business, Lync, audio/video conference platform, etc.).

- f. A faculty member shall participate with other faculty members in his discipline to develop, revise, and implement a course or program.
- g. Each faculty member shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, and maintaining professional competence.
- h. Each faculty member shall attend Cluster meetings as scheduled with at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic-related commitment, a medical appointment, or is on approved leave.
- i. Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as Professional Development. When possible, the trainings will be scheduled on in-service days.

## **2. Other Professional Responsibilities**

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings and those area meetings pertaining to College matters called by an immediate Administrative Supervisor, unless on an approved leave or with authorization from his immediate Administration Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activities that are approved by the Administration.
- b. Each faculty member shall instruct students in conformance with the material listed in the discipline-approved course profiles and as defined by the College catalog course description. The faculty member shall

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present the course content in such a manner as to provide students with an opportunity for success. In addition, an instructional faculty member shall respect and encourage the germane expression of opinions by students. If a student requests special consideration based upon disabilities, the faculty member will refer the student to the Office of Services for Students with Disabilities. When presented with documentation issued by that office, the instructional faculty member will endeavor to provide the instruction needed within the normal class setting, or, where necessary, request the services of a specialist. If deemed advisable, the instructor shall advise the disabled student to consult with the faculty member's immediate Administrative Supervisor for assistance in obtaining an acceptable course substitution as provided for by the laws of the State of Florida.

- c. Each faculty member shall develop a syllabus and distribute it to or post online for students by the end of the second week of class. The syllabus shall include the following: course title, course prefix, credit hours, instructor name, instructor office hours and location, telephone number, course meeting time, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (e.g. lecture, audio visuals, small group discussions, quizzes, etc.), course outcomes (a brief statement of expected outcome the student should achieve by the end of the term), tentative lecture/course schedule, and other requirements as needed by the individual instructor. Beginning Spring 2017, all faculty will post their syllabi in the appropriate section of the College's Learning Management System (LMS) by the end of the second full week of the term.
- d. Each faculty member shall review the results of any student course evaluations at the conclusion of each term for the purpose of self-improvement and course updates.
- e. At the end of each academic year, each faculty member shall submit to his immediate Administrative Supervisor his End of Year Verification.
- f. In accordance with the needs of the College, occasionally it may be necessary for the Administration to assign a faculty member in his discipline to any campus or center. However, the Administration shall minimize travel time for multi-campus assignments, and such travel will be subject to Article 8.14, Travel Expenses.
- g. It is the responsibility of the Administration to assign faculty to both day and evening classes to meet the needs of students. When it is necessary, the Administration may assign a faculty member traditional or hybrid evening classes in his discipline, and the assignment must be within an eight-hour period in a given day. If he is assigned evening classes, there shall be a period of twelve (12) hours between the end of

the evening class and the beginning of the next day's assignment. However, a faculty member may request to waive these requirements.

- h. The Administration may request that a faculty member sponsor a student club or organization and/or serve on a committee, either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor.
- i. Faculty members are expected to participate in College and educational committees, community groups, and professional activities.
- j. The faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- k. If a student requests assistance, placement testing, or counseling, the faculty member shall refer the student to the Student Services Department at the campus.
- l. A faculty member shall respond to reasonable written, email, or oral requests for information from the Administration within seven (7) days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic-related commitment, a medical appointment, is on approved leave, or is not working during the term.
- m. The College may require an instructional faculty member assigned to programs involving affiliates or off-campus sites to work on a Board-approved holiday on days that are established by the affiliate or other off-campus entity. However, the Administration will work with such affiliates and off-campus sites to schedule such assignments on College workdays.

## **B. Library Faculty**

### **1. Primary Responsibilities**

The primary responsibility of a library faculty member is to engage in activities directly related to the library. To be in compliance with the requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and other accrediting agencies, each library faculty member must satisfy the minimum certification requirements established by these agencies. The Administration shall provide the necessary support services and personnel to enable each library faculty member to perform his responsibilities, which shall include the following:

- a. A full-time library faculty member shall be required to work the hours assigned by the Dean to perform Library duties. A library faculty member's workweek shall not exceed five consecutive calendar days unless waived by the faculty member.
- b. A full-time library faculty member will be awarded a Basic Year Contract. Under the Basic Year Contract, a library faculty member may be required to work during all or part of the Fall Term, Spring Term and Summer Term, provided that the library faculty member will receive a minimum of seven (7) consecutive weeks off during which he will not be on duty. The days worked will not necessarily coincide with those worked by an instructional faculty member. Under a Basic Year Contract, a library faculty member shall not be required to work more than 160 days, except in an emergency. If required to work more than 160 days, a library faculty member will be compensated at the daily rate of pay as defined in Article 2.16 of this Agreement. At the Administration's discretion, a library faculty member may be offered a College Year Contract. A library faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 229 days. A library faculty member with a Basic Year or a College Year Contract shall work the same number of days (including in-service days) as an instructional faculty member with a Basic Year or College Year Contract
- c. No load points will be assigned to a library faculty member for the performance of his duties as a librarian.
- d. A library faculty member shall be required to attend no more than seven (7) in-service days per year under a Basic Year Contract, and no more than eight (8) in-service days under a College Year Contract.
- e. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. The library faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given work day shall be designated for professional planning, such professional planning to be done on campus. Occasionally, due to operational necessity, the librarian may be required by the Administrative Supervisor to work during a pre-scheduled professional planning time.
- f. Each faculty member shall attend Cluster meetings as scheduled with at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic-related commitment, a medical appointment, or is on approved leave.
- g. The salary of a faculty librarian is intended as compensation for all hours worked.



- h. Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as Professional Development. When possible, the trainings will be scheduled on in service days.

## **2. Other Professional Responsibilities**

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings and those area meetings pertaining to College matters called by an immediate Administrative Supervisor, unless on an approved leave or with authorization from his immediate Administration Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activities that are approved by the Administration.
- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. At the end of each academic year, each faculty member shall submit to his immediate Administrative Supervisor an End of Year Verification Form.
- d. If there are no faculty volunteers for evening/weekend duty, library faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve a maximum of two nights per week unless the Campus President determines that additional evening assignments will be required due to an emergency situation. An evening/weekend emergency shall not extend beyond two weeks. A library faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.
- e. Since the demands for library services may occur during periods when classes are not in session, the Administration reserves the right to assign library faculty duty schedules which differ from the duty days of

an instructional faculty member. The revised schedule will not mean that a library faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (pro-rated for the number of hours worked) for the additional number of days. However, a faculty member whose contractual days are so adjusted shall receive each contractual year a period of at least seven (7) consecutive weeks during which he will not be on duty.

- f. A faculty member shall respond to reasonable written, e-mail, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic-related commitment, medical appointment, is on approved leave, or is not working during the term.
- g. A faculty member shall promptly report missing, inoperative, or dangerous equipment, furniture, or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- h. A faculty member shall participate with other faculty members in his discipline to address district-wide library-related matters.

## **C. Counseling Faculty**

### **1. Primary Responsibilities**

The primary responsibility of a counseling faculty member is to engage in activities directly related to counseling. To be in compliance with the requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and other accrediting agencies, each counseling faculty member must satisfy the minimum certification requirements established by those agencies. The Administration shall provide the necessary support services and personnel to enable each instructional faculty member to perform his responsibilities, which shall include the following:

- a. A full-time counseling faculty member shall be required to work the hours assigned by the Dean to perform counseling duties. A counseling faculty member's workweek shall not exceed five (5) consecutive calendar days unless waived by the faculty member.
- b. A full-time counseling faculty member will be awarded a Faculty Basic Year Contract. Under the Basic Year Contract, a counseling faculty member may be required to work during all or part of the Fall Term,

Spring Term and Summer Term, provided that the counseling faculty member will receive a minimum of seven (7) consecutive weeks off, during which he will not be on duty. The days worked will not necessarily coincide with those worked by a full-time faculty member.

Under a Basic Year Contract, a counseling faculty member shall not be required to work more than 160 days, except in an emergency. If required to work more than 160 days, a counseling faculty member will be compensated at the daily rate of pay as defined in Article 2.19 of this Agreement. At the Administration's discretion, a counseling faculty member may be offered a College Year Contract. A counseling faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 231 days. A counseling faculty member with a Basic Year or a College Year Contract shall work the same number of days (including in-service days) as an instructional faculty member with a Basic Year or College Year Contract.

- c. No load points will be assigned to a counseling faculty member for the performance of his duties as a counselor.
- d. A counseling faculty member shall be required to attend no more than seven (7) in-service days per year under a Basic Year Contract, and no more than eight (8) in-service days under a College Year Contract.
- e. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. The counseling faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given workday shall be designated for professional planning, such professional planning to be done on campus. Occasionally, due to operational necessity, the counseling faculty member may be required by the Administrative Supervisor to work during a pre-scheduled professional planning time.
- f. The faculty member shall attend Cluster meetings as scheduled with at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic-related commitment, medical appointment, or is on approved leave of absence.
- g. The salary of a counseling faculty member is intended as compensation for all hours worked.
- h. Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as Professional Development. When possible, the trainings will be scheduled on in-service days.

## 2. Other Professional Responsibilities

- a. Each counseling faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and those area meetings pertaining to College matters called by an immediate Administrative Supervisor, unless on an approved leave or with authorization from his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activities that are approved by the Administration.
- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. At the end of each academic year, each faculty member shall submit to his immediate Administrative Supervisor an End of Year Verification Form.
- d. If there are no faculty volunteers for evening/weekend duty, counseling faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve a maximum of two nights per week, unless the Campus President determines that additional evening assignments will be required due to an emergency situation, which shall not extend beyond two weeks. A counseling faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.
- e. Since the demands for counseling services may occur during periods when classes are not in session, the Administration reserves the right to assign a counseling faculty member duty schedules which differ from the duty days of an instructional faculty member. The duty schedule, which will be provided at the beginning of the academic year, will not mean that the counseling faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (pro-rated for the number of hours worked) for the additional number of days. However, the faculty

member whose contractual days are so adjusted shall receive each contractual year a period of at least seven (7) consecutive weeks during which he is not on duty.

- f. A faculty member shall respond to reasonable written, e-mail, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic-related commitment, medical appointment, or is on approved leave, or is not working during the term.
- g. A faculty member shall promptly report missing, inoperative, or dangerous equipment, furniture, or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- h. A faculty member shall participate with other faculty members in his discipline to address district-wide counseling-related matters.

**D. Instructional Faculty - Temporary Full-Time Faculty (Non-Grant Funded)**

The primary and other professional responsibilities of temporary full-time faculty are as specified in 8.1, Sections A., B., or C. for a regular faculty member in the same discipline.

- 1. While employed in a temporary full-time position, a temporary full-time faculty member is not eligible for tenure as provided for in Article 6.16, Tenure. However, provided the years of service are continuous, one year of service accrued at the College while serving as a temporary full-time faculty member may be counted toward years of service to be eligible for tenure at the faculty member's discretion, when these conditions are met:
  - a. Before a temporary full-time faculty member can be hired in a full-time regular tenure-track faculty position, he must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and his selection can only be made if it adheres to Article 6.18, Selection of New Faculty.
  - b. The faculty member is thereafter employed in a full-time regular faculty position by the College to perform the same duties and responsibilities within the same discipline as performed while in the temporary position.
- 2. While employed in a temporary full-time faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6, Vacancies/Transfers, Sections A., B., C. and D.

3. No faculty member will be appointed in this classification for more than two consecutive academic years or major terms thereof.
4. No full-time temporary (non-grant funded) faculty member will serve more than one year without being selected through the screening process.
5. A full-time temporary faculty member (non-grant funded), while employed as a full-time temporary, will be paid as defined in Article 14.2. Full-time temporaries (non-grant funded) are not eligible for annual salary increases.
6. A full-time temporary faculty is not eligible for a Program Manager position, except as provided in Article 8.1.F.1.
7. No notice of non-renewal is required for a temporary full-time faculty member.
8. In case of emergency, in order to meet student demands, a full-time temporary faculty member may be hired and the advertising, screening, and selection procedure will be waived. Emergency hires will be valid for one contractual year only.

**E. Instructional Faculty - Temporary Full-Time Faculty (Grant-Funded Faculty)**

The primary and other professional responsibilities of a grant-funded faculty member are as specified in Article 8.14, Sections B. or C. for a regular faculty member in the same discipline, except as restricted by the terms and conditions of the grant.

A grant-funded faculty member enjoys all benefits of this Agreement, except as follows:

1. While employed in a grant-funded position, a grant-funded faculty member is not eligible for tenure as provided for in Article 6.16. However, provided the years of service are continuous, one year of service accrued at the College while serving in a grant-funded position shall be counted toward years of service to be eligible for tenure, when these conditions are met:
  - a. The year to be counted toward tenure is within the discipline in which tenure is sought.
  - b. Before a grant-funded faculty member can be hired in any regular tenure-track faculty position, he must submit an application for a regular faculty appointment.
  - c. Such application must be considered with other applications for the position, and his selection can be made only if it adheres to Article 6.18, Selection of New Faculty.

- d. A full-time temporary faculty member, while employed as a full-time temporary, will be paid no less than the entry level for the appropriate degree under the current collective bargaining agreement. Full-time temporaries (grant-funded) shall be eligible for annual salary increases.
2. While employed in a grant-funded faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6, Vacancies/Transfers, Sections A., B., C. and D.
    - a. Before a temporary full-time faculty member can be hired in a full-time regular faculty position, he must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and his selection can only be made if it adheres to Article 6.18, Selection of New Faculty.
    - b. While employed in a temporary full-time faculty position, the faculty member may apply for open full-time regular multi-year contract positions.

## **F. Program Managers**

### **1. Appointments, Duties and Responsibilities**

- a. Except in accredited programs, the acceptance of an assignment as Program Manager is voluntary. Full-time tenured faculty within the program(s) will be given first option to act as Program Manager. If no full-time tenured faculty are available or volunteer, a full-time non-tenured faculty may be appointed; if not available, a temporary full-time faculty member may be appointed, provided that, if the appointee does not have a minimum of one year's teaching experience prior to appointment, the duties of part-time and temporary full-time faculty member evaluations may be assigned to the responsible Academic Dean. The duties and responsibilities of a Program Manager are as stated in the mutually developed job descriptions and will not be unilaterally changed without the consent of the parties to this Agreement.
- b. In accredited programs, a faculty member may be required to serve as Program Manager, including serving as Program Manager during the summer term or part thereof, consistent with the curriculum requirements of the program(s). Full-time tenured faculty within the program(s) who are fully qualified and recognized as such by the accrediting agency will be given first option to act as Program Manager. If no full-time tenured faculty are available or volunteer, a full-time non-tenured faculty may be assigned; if not available, a temporary full-time faculty member may be assigned. In the event that the appointee does not have a minimum of one year's teaching experience prior to the appointment, the duties of performing part-time

and temporary full-time faculty member evaluations may be assigned to the responsible Academic Dean.

**2. Compensation**

Compensation shall be in accordance with Article 14.5.

**3. Evaluation**

- a. The evaluation of a faculty member's performance as Program Manager will be under the direction of the Supervising Dean and will be based on mutually established duties as stated in Article 8.1.F.1., and distinct from the evaluation of the faculty member's performance of his primary duties.
- b. No bargaining unit employee will be evaluated by the Program Manager.

**4. College Support**

- a. The College will provide workshops on evaluation, budget preparation, and the administrative computer system for the Program Managers.

**G. Faculty Members Accepting an Administrative Position**

A tenured faculty member who accepts an administrative position serves in that position at the will of the College President. Nothing in this section grants any faculty member any rights to or to continue in any administrative position. If the faculty member has return rights to the faculty under this section, the faculty member may be returned or may elect to return to faculty status as hereinafter set forth.

**1. Re-entry of tenured faculty currently in an Administrative Position.**

- a. Any tenured faculty member who is offered and accepts an administrative position will be placed on Administrative Leave, removed from the faculty salary line, and placed on an administrative salary line. The tenured faculty member will retain the right to return to a tenure-track faculty position under this paragraph until June 30 following five (5) full years on an administrative assignment. If the tenured faculty member who is on an administrative assignment does not elect to return to faculty status within the five (5) full years, such a return to a tenured faculty position will be allowed only if the College has an open faculty position for which the faculty member is fully qualified. When a faculty member elects to return to tenured faculty status, he must do so by giving written notice to the College President on or before February 15 immediately preceding the fall term in which he will return. While serving in an administrative assignment, the faculty member may request, at his discretion, his position be filled



with a Full Time Temporary Contract. Nothing contained in this Agreement grants a right to a future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby retains his continuing contract status shall be at the sole discretion of the faculty member.

- b. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 1.a. above will be at the rate on the Board-approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

## **2. Non-Faculty Re-assignments**

An employee who has never been a tenured faculty member may be given a one-year temporary full-time faculty position and paid as specified in Article 8.1.D., renewable for two (2) years, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

- a. All credential requirements will be satisfied
- b. The transfer will not cause a Reduction in Force of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline.
- c. The transfer will not cause another faculty member to have multi-campus assignments.

By the end of the temporary full-time appointment, the employee can apply for an open, advertised faculty position, as per Article 6.18. In addition, the individual will be evaluated by the Program Manager. If the employee is recommended by the screening committee and accepts the position, a regular Basic Year Contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

- 3.** Nothing in this Article will limit the right of the President to assign administrative responsibilities to a faculty member and to place the faculty member on a College Year Contract or Twelve-Month Contract and/or provide release time. During any such assignment, the faculty member will retain faculty status and remain in the bargaining unit.

## 8.2 - Instructional Faculty Load Point System

### A. Definitions

All courses offered at the College will be designated as one of the following;

1. **Distance Learning** - Distance Learning is defined by the Distance Learning Operations Manual.
2. **Lecture** - A lecture course is one in which the number of contact hours per week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listening and/or a participant in activities/discussions conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the amount of preparation preceding the lecture and by the amount of in-class and post-evaluation of the student's out-of-class work, which usually includes reading assignments, term papers, and other assignments.
3. **Laboratory\Simulation** - A laboratory or simulation course is one in which the contact hours per week do not equal the semester hours credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant who organizes laboratory accoutrements in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience. Instruction generally takes place on a one-to-one basis between the student and the instructor at the laboratory station. Laboratory experiences may be scheduled for a class or be open to a student to work at his own pace under supervision.
4. **Clinical** - A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. A clinical experience has unique characteristics which include:

The learning experience takes place in a "real life" environment that is generally located in an area not under the direct control of the College or its agents;

There is an element of uncertainty in the learning situation, with discrete events not being pre-programmed;

There are different procedures for the instructor/staff preparation and for student evaluation in a clinical experience than in lectures and/or laboratory classes;

A faculty member in a clinical situation has on-site instructional/supervisory responsibilities for the student and evaluates the student by personal observation.

5. **Faculty of Record** - In some clinical, practicum or cooperative education/work experience courses, the student's primary learning experience may be through work-related training. In such courses, the student's work activities are directed by a clinical/work supervisor. In such courses, a full-time faculty member develops performance-based modules and assigns grades based on the evaluation supplied by the clinical/worksite supervisors. A full-time faculty member supervises the students through coordination with the clinical or work supervisor and through scheduled visits to the clinic or work sites. If a course combines a clinical worksite and faculty-of-record responsibilities, the portion of the course devoted to clinical/worksite responsibilities will receive clinical/worksite points, and the remaining portion will receive faculty-of-record points.
  6. **Applied Music Course** – An Applied Music Course is a student-performance-based course in which there is only one-to-one interaction between the instructor and the student for the duration of at least one contact hour per week.
  7. **Workshop Course** - A workshop course involves performance or practice taking place in a workshop, theatre, or studio environment.
  8. **Independent Study Course** - An independent study course section is one that has a college course prefix and number, utilizes a delivery method designed for one-on-one instruction, is an HCC established course, and complies with that course's approved description and objectives.
- B. Value by Major Function**
1. Distance Learning Course Development shall be compensated as defined in Article 14.
  2. **Lecture** - one (1) lecture credit hour equals ten (10) points
  3. **Laboratory\Simulation** - one (1) laboratory contact hour per week equals eight (8) points.
  4. **Clinical** - one (1) clinical contact hour per week equals eight (8) points.
  5. **Faculty of Record** - one (1) faculty-of-record course credit hour equals eight (8) points. However, the maximum number of points awarded for a faculty-of-record course will not exceed forty (40) points.

Faculty-of-Record (Courses with Clinical or Work Supervisors)			
Course Credit	Maximum Number of Contact Hours Per Week	Number of Points Per Contact Hour	Maximum Total Points Paid to Faculty
1	1	8	8
2	2	8	16
3	3	8	24
4	4	8	32
5	5	8	40

6. **Applied Music** - A course taught by a full-time faculty member will be compensated at the rate of 4 load points for each half hour of applied music instruction, not to exceed 32 points per term.
7. **Workshop Course** – One (1) workshop contact hour per week equals eight (8) points.
8. **Independent Study Course or Directed Research** - For independent study assignments or directed research, a faculty member shall receive the equivalent of two overload points per student, up to a maximum of fifteen students, after which the 30-point maximum will be applicable without regard to the number of students.

If a course combines a lecture and laboratory section or a course combines a lecture and clinical section, the portion devoted to lecture will receive the lecture points, and the remaining portion will receive the laboratory points or clinical points.

### 8.3 - Meeting Load Point Obligations

- A. An instructional faculty member on a Basic Year Contract will fulfill his contractual obligation to the Board by earning 300 load points or its equivalent. While the expectation is that a faculty member on a Basic Year Contract will teach 150 load points in the Fall and Spring to meet his obligation, the Administration shall consider a faculty member who is within six (6) load points either more or less during the Fall Term and six (6) load points either more or less during the Spring Term (i.e., not less than 144 nor more than 156) to have fulfilled his contractual obligation for the respective term. Extra compensation for all overloads is also subject to the overload compensation requirements of Article 8.4.E.
- B. A faculty member on a College Year Contract must earn 150 load points or its equivalent in the Fall and Spring Terms and 120 load points or its equivalent during the Summer. While the expectation is that a faculty member on a College Year Contract will teach 150 load points in the Fall and Spring and 120 load points during

the Summer, which may be split into two terms, the Administration shall consider a College Year Contract faculty member who is within 6 load points either more or less during the Fall and Spring Terms (not less than 144 nor more than 156 load points) and who is within 6 load points for the Summer (not less than 114 nor more than 126) to have fulfilled /her contractual obligations.

- C. A full-time instructional faculty member who is offered and accepts a Twelve- Month Contract will perform the tasks assigned and will be compensated as set forth in Section 2.8(~~D~~).

#### **8.4 - Instructional Faculty Overloads**

- A. The Basic Year Contract requires the faculty member to teach 150 load points in the Fall and Spring Terms. If a faculty member chooses to teach overloads as provided by the Contract, the faculty member will be compensated for overloads as provided in Article 14.
- B. To request an overload, a full-time instructional faculty member will submit a written request for an overload to his immediate Administrative Supervisor or designee prior to the first instructional day of the term. If the need arises, the Administration may request overload hours to meet the needs of the College.
- C. A faculty member on a Basic Year Contract who teaches 150 load points in the Fall Term and 150 load points in the Spring Term may request an overload in each of the respective terms. If overloads are available within the discipline, a faculty member rated "Satisfactory" on his evaluation will be granted an overload of up to ninety (90) load points by the immediate Administrative Supervisor. Faculty members rated "Acceptable but needs some improvement" may be permitted to teach an overload; the decision as to whether they are eligible to teach an overload and, if eligible, the number of overload points that can be taught are within the discretion of the immediate Administrative Supervisor. If such overload is granted, the overload shall not exceed sixty (60) overload points.

Overload assignments within a discipline shall be distributed equitably by the immediate Administrative Supervisor among faculty members with a "Satisfactory" evaluation who request an overload. Faculty members with a satisfactory rating will receive preference over those with an "Acceptable but needs some improvement" rating who are approved for an overload by their immediate supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member's immediate Administrative Supervisor.

- D. 1. During the summer, a faculty member rated "Satisfactory" on his evaluation will have first preference for up to 180 overload points after all full-time faculty within the discipline have met their minimum contractual load to the Board and provided further that additional load points are available within the discipline. A full-time faculty member teaching summer overload assignments will be available by appointment for student consultations for one (1) hour per week for each 30 overload points or major portion thereof.

- a. Due to the varying lengths of courses offered during the summer term, the preference for overload points for faculty shall be determined based on the specific term length. The maximum load points shall be equivalent to twenty (20) points per week. For example, if a faculty member teaches a six (6) week term, the maximum load points shall be 120 (20 points x 6 weeks). If a faculty member is teaching a variety of six (6) and twelve (12) week courses or both six (6) week sessions, the maximum summer load is 240 points. A full-time faculty member teaching summer overload assignments will be available by appointment for student consultations for one (1) hour per week for each 30 overload points or major portion thereof.
2. Faculty members rated "Acceptable but needs some improvement" may be permitted to teach overloads in the summer. The decisions as to whether they are eligible to teach overloads in the summer and, if eligible, the number of overload points that can be taught are within the discretion of the immediate Administrative Supervisor. If such an overload is granted, it will not exceed thirty (30) overload points.
  3. Overload assignments within a discipline shall be distributed equitably by the immediate Administrative Supervisor among faculty with a "Satisfactory" evaluation who request an overload. Faculty members with a satisfactory rating will receive preference over those with an "Acceptable but needs some improvement" rating.
    - a. A full-time faculty member rated satisfactory shall have priority for 90 load points over all part-time faculty on all campuses for an overload assignment during the Fall and Spring Terms and 240 overload points/adjunct during the Summer session, which will be compensated at the overload rate.
    - b. A full-time instructional faculty member rated satisfactory shall have priority to teach an overload in his own regularly assigned area(s) of instruction and/or discipline over a full-time faculty member outside that area.
    - c. Additionally, a tenured full-time faculty member rated Satisfactory shall have priority for 90 load points over all non-tenured, full-time faculty on the campus from which most of his points are assigned for an overload assignment during the Fall and Spring Terms and 180 overload points during the Summer session, which will be compensated at the overload rate. If no alternative class sections are available from the campus where most of his points are assigned, the instructor shall be allowed to choose from other campuses to meet the overload request.

- d. All overload assignments taught will be covered by sick leave as specified in Article 12.1, Sick Leave, of this Agreement.
4. Except as otherwise provided for Health Science faculty, faculty members will be compensated for all load points during the Summer at the overload rate, provided the faculty member has met the 300 load point obligation to the Board as described in Section 8.3 above.
- E. College Year contractual faculty members who are (1) rated “Satisfactory” and (2) those rated “Acceptable but needs some improvement” who are permitted by immediate Administrative Supervisors to teach overloads, will be compensated for all such overloads in the term in which they are taught at the overload rate.

### **8.5 - Librarian/Counselor Instructional Overload**

For instructional overloads, a librarian and a counselor will be subject to the same provisions for an overload assignment as an instructional faculty member, including a Satisfactory rating by his immediate Administrative Supervisor. The Board shall compensate the library and counseling faculty members for instructional overloads pursuant to Article 14 of this Agreement. Library and counseling faculty members will receive contracts for all teaching overload duties. If compensated for an overload, the individual remains responsible for those librarian/counselor duties as assigned by the Supervising Dean. All overload assignments taught will be covered by sick leave as specified in Article 12.1, Sick Leave, of this Agreement.

### **8.6 - Supplemental Activity Agreement or Release Time for Non-Instructional Duties**

A faculty member may agree to be assigned additional non-instructional responsibilities which may include work performed under a supplemental activity agreement. The Board will compensate the faculty member for the assignment in accordance with the agreed upon rate as specified in Article 14 or allow for adequate release time.

### **8.7 - Substitute Teaching**

A faculty member is encouraged to make substitute recommendations but shall not make final substitute assignments. The Administration may request a faculty member to teach an absent faculty member's class. If the faculty member teaches the class for the duration of the assigned class period, the faculty substitute will be compensated with substitute pay in accordance with Article 14 of the Agreement. If the faculty substitute teaches in excess of two (2) consecutive weeks, the Administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14.6.

### **8.8 - Class Observations**

A faculty member's class shall not be observed by persons other than the College Administration without prior notice to the faculty member and approval by the Campus President. However, this provision will not apply for any program funded by a non-College source, which includes grants.

If a faculty member expresses concern over an interruption of his class to his immediate Administrative Supervisor or the Campus President, the Administration will endeavor to make other arrangements.

### **8.9 - Lounge Facilities**

The Administration shall maintain a lounge facility at each campus for faculty and staff, which will include a microwave oven, refrigerator, and complete first aid kit.

### **8.10 – Parking**

On each HCC campus, the Administration shall provide off-street parking facilities designated for full-time faculty and full-time staff only. The Administration shall provide these facilities free of charge. Where feasible, the Administration shall provide parking spaces as close to the building entrances as possible with a Fifteen Minute Loading/Unloading Zone designation. The Administration will use best efforts to keep the parking areas maintained and protected with security.

### **8.11 - Telephone**

The Administration 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 the administrative rules and procedures shall be grounds for disciplinary measures. The faculty member shall be permitted to use his office phones for collect or credit card long-distance calls that are at no expense to the College

### **8.12 – Safe Working Conditions**

A faculty member shall not be required to work under hazardous or unsafe working conditions or to perform tasks which may endanger his health, safety and well-being.

- A. A faculty member shall immediately report hazardous or unsafe working conditions to his immediate Administrative Supervisor or the Campus President.
- B. The Administration acknowledges its statutory duty to make every reasonable effort to provide a safe and healthy workplace. The Union may make recommendations to the Administration regarding such matters. The Union acknowledges that each faculty member will observe the safety and health rules set by the Administration.
- C. Each academic year, the Administration shall provide one set of protective glasses and lab aprons and/or jackets to the faculty member with class assignments such as a chemistry laboratory, microbiology laboratory, allied health clinical laboratory, or nursing clinical laboratory.
- D. A faculty member shall wear all requisite protective wear in the performance of laboratory and clinical duties and shall also inform students of the requirements to wear all protective wear requisite to the laboratory or clinical circumstances. The faculty member shall be responsible for the reasonable care and usage of protective clothing and equipment.



- E. The College will endeavor to maintain plant facilities which are free from hazard or other conditions that promote ill health.

### **8.13 - Travel Expenses**

The Administration shall reimburse the faculty member for in-district travel that is required for the performance of load teaching assignments or other work-related duties in accordance with the administrative rules and procedures. All other travel shall require prior approval by the faculty member's immediate Administrative Supervisor. The Administration shall allocate budgeted travel funds based upon an equitable system.

### **8.14 - Assault, Battery, or Threats of Injury by a Student**

A faculty member shall immediately report any work-related assault, battery, or threat of bodily harm to his immediate Administrative Supervisor or the Campus President, who will contact Campus Security and/or the appropriate law enforcement agency. The student shall be immediately removed and disciplined in accordance with the student disciplinary procedure, up to and including expulsion. The faculty member shall not be required to use accumulated sick leave for absence due to an injury resulting from a physical attack.

### **8.15 - Class Disruption**

A faculty member may temporarily dismiss a student from class for one class period for disruptive behavior as defined by Board Rule. A faculty member may request of his immediate Administrative Supervisor that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with other students be removed from a course. When requested, the faculty member's immediate Administrative Supervisor shall schedule a meeting with the instructor and the student to attempt to seek an accord, prior to the student returning to class, when possible. If the student and the faculty member cannot reach an accord, the Administration will officially notify the student of his rights as provided in the administrative rules and procedure. If, in the opinion of the Administration, the behavior violates F.S. 877.13, the student may be withdrawn, or at the direction of the Administration and with the consent of the receiving faculty member, be transferred to another section.

### **8.16 - Duplication Facilities**

The Administration shall provide duplication facilities and materials for work-related purposes associated with the faculty member's contractual duties. Duplication facilities and materials shall be available at each campus at no cost to the faculty member. The Administration shall permit the faculty member to oversee the duplication of his tests.

### **8.17 - Office Assignment**

The Administration 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, a lockable file cabinet, a bookcase, a desk chair, and a student chair.

### **8.18 - Grading System**

A faculty member shall develop and notify students in the syllabus of his grading system, which shall be in accordance with the existing grading systems established by the Board. The faculty member's student grading system shall have clearly defined criteria. The faculty member shall explain the grading system to his students on the first day of each class and shall distribute or post online a copy of the grading system by the end of the second week of class. Any necessary modifications of this grading system shall be given to the students in writing. A student's final grade shall not be changed without the approval of the faculty member who assigned the grade and the Campus President. If a faculty member is no longer an employee, the Administration shall be responsible for justifying any change in grades awarded by this faculty member.

### **8.19 - Class Scheduling**

The Administration shall schedule classes to meet the needs of the students. The Administration shall develop a class schedule to include a sufficient number of courses to fulfill full-time faculty contractual loads and shall coordinate the scheduling of faculty members' classes district-wide.

- A. The Administration shall assign classes to faculty members on an equitable system, with a primary emphasis being placed on providing each unit instructional member with a full load based upon his contract, and, when necessary, to coordinate the scheduling of faculty members' classes district-wide.
- B. The Administration shall ensure that classes assigned to a faculty member will fall within a continuous eight (8)-hour period.
- C. There will be at least twelve (12) hours between the end of a faculty member's last class on one day and the beginning of the first class on the next day. Exceptions to the twelve (12)-hour requirement are overload classes, which may be scheduled at any time in accordance with the needs of the institution and the students.
- D. In-load class assignments shall fall within a continuous five-day workweek.
- E. The exceptions to the eight-hour, twelve-hour, and five-day provisions in B., C., and D., will be as follows:
  - 1. The faculty member may request an exception; or
  - 2. The faculty member may request an overload assignment which, if granted, may necessitate an exception.

- F. The faculty member shall not be assigned to classes in consecutive periods at two different campuses.
- G. In making assignments for a full-time faculty member's regular load, the Administration acknowledges that the full-time faculty member has priority for class schedules in his own regular load over part-time faculty and over full-time faculty overload assignments within the same discipline.
- H. When it is necessary to make multi-campus assignments, assignments requiring more than three different preparations, or assignments of courses not previously taught, the Administration shall make such assignments on an equitable basis. When a faculty member is selected to teach a non-credit course, the faculty member will be offered a supplemental activity contract and will be paid at a mutually agreed upon rate. The faculty member selected must have approval of his Dean.

### **8.20 – Graduation**

Each full-time faculty member shall participate in the College graduation exercises unless granted approved leave or scheduled to teach a College class. The Administration shall provide graduation regalia at no expense to the faculty member.

### **8.21 - Salary Checks**

- A. The faculty member shall receive his annual contract pay in twenty-six (26) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year, or at the faculty member's option, he may elect to receive his annual contract pay in nineteen (19) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year by submitting to his supervisor the Faculty Pay Option form on the last day of the Spring Term each year.
- B. Absent an emergency, overload compensation for major terms shall be paid beginning no later than with the paycheck for the third full pay period in the Term, and will be paid in equal installments thereafter. Overload compensation for the Summer Term will begin as soon as reasonably possible and be paid in equal installments of not less than two (2) installments.
- C. In the event of an error resulting in under-payment to the faculty member of \$250 or greater, a supplemental check shall be generated and provided to the faculty member not more than two (2) business days after written notification to Human Resources.
- D. In the event of an error resulting in under-payment to the faculty member of less than \$250, pay shall be corrected no later than the next regular payroll after written notification to Human Resources.
- E. In the event that a faculty member is overpaid, the faculty member will be required to reimburse the college the full amount of the overpayment. When the faculty member

is still employed at the college, and the amount exceeds \$250, the college and the faculty member will develop an agreement for repayment. The repayment will be via payroll deduction. Every effort will be made to avoid as much negative impact to the employee as possible by stretching the re-payment over several pay periods.

### **8.22 - Class Location Adjustments**

In the event that the heating or cooling system malfunctions or other adverse conditions exist at any work location which seriously impairs the learning climate, a faculty member may temporarily relocate the class. If relocating the class is not feasible, dismissal of a class requires prior authorization by the immediate Administrator.

### **8.23 - Textbook Selection**

Faculty will select college textbooks in compliance with Florida Statutes.

Textbooks for those courses for which there are two (2) or more sections on a campus are selected for a minimum of two (2) years by a campus committee as specified in Article 6.2, Academic Freedom, except as provided in Article 6.2.B.1 or in paragraphs A through E below.

When circumstances occur that warrant a committee reconsideration of a textbook selection, the Dean with the Campus President's approval may make an exception to the minimum two-year requirement.

The Administration shall provide each faculty member with a complimentary copy of the textbook(s) selected for a course. The faculty member may keep the textbook(s) or return it (them) to his immediate Administrative Supervisor. Each faculty member in a particular discipline may participate in the selection committee for textbooks.

#### **A. Custom Texts**

A faculty member who wishes to select a custom textbook may do so provided the following conditions are met:

1. The custom text is less expensive than the campus committee's selection.
2. The text covers the cluster-approved course objectives.
3. The course is regularly taught by the faculty member(s)
4. The maximum number of custom texts allowed for a single campus course is three (3).
5. When a custom text is selected by a faculty member, it will replace the committee selected text(s) and any supplemental text(s).
6. A custom text must be adopted for a minimum of two (2) years

**B. Off-Campus Site**

If a faculty member is notified of a teaching assignment at an instructional site that is not the Dale Mabry, Ybor City, Brandon, Plant City, or SouthShore Campuses and the notice is given at least twenty-five (25) working days prior to the first class meeting, the faculty member will have the right to use the text selected on his home campus, provided the faculty member notifies the Dean of that site twenty (20) working days prior to the beginning of instruction. If a non-College off-campus site requests a specific text and the College approves, the faculty member will honor the agreement.

**C. Special Approved Texts**

A faculty member with special needs or one who is engaged in an experiment on a campus may request the Academic Dean to approve a text different from the committee-selected text, provided the text covers the cluster-approved course objectives.

**D. Consumable (Workbook) Texts**

Consumable (workbook) texts may be selected by the appropriate campus Textbook Selection Committee on a semester basis.

**E. Texts for Distance Learning**

- I. If the College purchases a Cluster-approved Distance Learning course offering package in which the text is an integral part of the total program, the faculty member will be required to use the text provided.
2. If the College purchases a Cluster-approved Distance Learning course in which a text is not an integral part, the faculty member shall have the right to choose the text used, to the extent consistent with Article 6.2.B.
3. If a faculty member creates the course, the faculty member shall have the right to choose the text used, to the extent consistent with Article 6.2.B.

**8.24 – Supplies**

The Board agrees to provide each full-time faculty member with adequate materials and supplies to fulfill his College responsibilities. A faculty member will request materials and supplies from his immediate Administrative Supervisor. Decisions on granting such requests will be made by the Administrative Supervisor in the best interests of the educational process.

**8.25 - Electronic Mail**

The College's administrative network email system is an official College medium for communication. All faculty will be assigned an email address on the network system. All faculty are responsible for monitoring their email on a regular basis.

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**ARTICLE 9****FACULTY EVALUATION AND DEVELOPMENT****9.1 – Performance Evaluation of Faculty**

The parties recognize the importance and value of the evaluation process for assisting the progress and success of both newly-employed and experienced faculty. The evaluation of faculty shall be the responsibility of the Administration. The purpose of faculty evaluation is to promote the highest quality student instruction and faculty job performance by assuring opportunities for evaluation, self-assessment, encouragement of continued professional growth and development. The Administration shall not assign the evaluation of faculty members to Program Managers and/or department chairs who are members of the same bargaining unit.

**A. Overview**

Faculty evaluations consist of the following:

Evaluation Performance Review (to be conducted by supervising Dean)

- Formal observations
- Written evaluation to include documentation on the formal observation and the extent to which primary and other professional responsibilities are met.
- Faculty response (optional)
- Student Evaluations

**B. Evaluation Performance Review (to be conducted by supervising Dean)****1. Formal Observations**

The supervising Dean for each full-time faculty member in the department may conduct one or more unannounced classroom visitations each year. The supervising Dean for each library and counselor faculty may conduct one or more unannounced visitations in the faculty member's workplace each year. The observation should be at least one contact hour in duration. No formal observation of a faculty member shall be conducted covertly. Faculty members teaching distance learning courses will provide the Dean "student level" access to their course(s) upon request for evaluation purposes.

**2. Written Evaluation****a. Forms**

The faculty member's supervising Dean shall formerly evaluate the faculty member's performance using the Faculty Evaluation Performance Review form, which is included in Appendices B, C, D,

and E. The Instructional Faculty Performance Review form (Appendix B), the Librarian Performance Review form (Appendix C), the Counselor Performance Review form (Appendix D), the Program Manager Assessment form (Appendix E), and the Student Evaluation for Full-Time Faculty (Appendix F) are the only official instruments for evaluation purposes.

Faculty members must complete the End of Year Form by the end of each college academic year.

**b. Timeframes**

For all non-tenured faculty, the first evaluation of a faculty member shall occur within the first twelve (12) weeks of the Fall and Spring terms of an academic year. Each non-tenured faculty member will be evaluated once each fall and spring term. The completed written evaluation must be returned to the non-tenured faculty within five (5) weeks of the observation.

Failure of the supervising Dean to evaluate a non-tenured faculty member as required by this contract shall be conclusive proof that the faculty member's performance is considered "Satisfactory" for that term.

For tenured faculty, a formal evaluation will take place at least once every year during a major term or during the summer term if on full-time status. The formal evaluation may be waived for no more than two years by mutual written consent of the supervising Dean and the faculty member; in which case, the evaluation is satisfactory. If the evaluation is waived, the faculty member is still obligated to establish goals each year. The completed written evaluation will be returned to the faculty member within five (5) weeks of the observation.

Failure to evaluate a tenured faculty member as required by this contract shall be conclusive proof that the faculty member's performance is considered satisfactory for that year.

**c. Deficiencies**

The Administration will identify, where appropriate, any deficiencies and provide suggestions or otherwise assist the faculty member with any necessary correction or remediation. A second or third evaluation of a faculty member will be at the discretion of the faculty member's supervising Dean or at the request of the faculty member and in accordance with the requirements outlined in this Article.

In completing the appropriate Faculty Evaluation Performance Review form, the faculty member's supervising Dean shall complete the appropriate sections of the form and, if needed, the Faculty Performance Improvement Plan form (Appendix T) to ensure the following:

1. the notification of the faculty member if deficiencies exist that require correction;
2. an explanation of any deficiencies as noted and the expected improvement;
3. if deficiencies are noted, the assistance that the Administration will provide to enable the faculty member to improve performance; and
4. the time frame established to demonstrate improvements.

**d. Personnel File**

The faculty member's completed Faculty Evaluation Performance Review form and Appendices and written response, if any, shall be filed in the employee's Limited Access personnel file.

**e. Post-Evaluation Conference**

The faculty member's supervising Dean will provide the faculty member with a copy of the completed Faculty Evaluation Performance Review form and shall meet with the faculty member at a post-evaluation conference. The conference will include a discussion about student success and retention as well as next year's goals. The Faculty Evaluation Performance Review form and any addenda shall be signed by both the faculty member and his supervising Dean. The faculty member's signature shall not necessarily mean agreement with the evaluation, but awareness of the content of the Faculty Evaluation Performance Review form.

**3. Faculty Response**

**a. Written Response**

A faculty member who considers the Faculty Evaluation Performance Review form to be incomplete, inaccurate, or unjust shall have the right to attach a written response to the Faculty Evaluation Performance Review form within fourteen (14) working days of the Post-Evaluation Conference. The faculty member's supervising Dean shall sign the faculty member's written response to his Faculty Evaluation Performance Review form, which shall indicate awareness of the contents of the faculty member's written response. The Administration



shall take no action against a faculty member for including a written response to the evaluation or complaining of a contract violation in the evaluation process.

**b. Appeal of an Evaluation**

A faculty member who disagrees with the factual contents of the Faculty Evaluation Performance Review form or who claims the Administrator failed to follow evaluation procedures shall have the right to file a grievance at Step 1 of the grievance procedure as outlined in Article 11 of this Agreement. If the grievance relates to the factual content of the evaluation, the burden of proof will be upon the grievant to demonstrate by clear and convincing evidence that the factual content of the evaluation is wrong.

**c. Union Representation at Evaluation**

A faculty member may have the right to have a Union representative present at the post-evaluation conference or when the faculty member is being placed on formal notice of delinquency in his professional performance.

**C. Student Evaluation of Instructional Faculty**

Students shall complete a formal student evaluation questionnaire for instructional faculty members on the Student Evaluation for Full-Time Faculty in Appendix F, or on any mutually agreed upon replacement questionnaire, at approximately the point that two-thirds (2/3) of the courses, laboratories, or clinicals have been completed. In the Fall Term, the course, laboratory, or clinical will be chosen by the faculty member and in the Spring Term one will be chosen by the supervising Dean. The evaluation questionnaire is to be utilized by the faculty member for improvements in his performance and in the course. The supervising Dean may elect to review and discuss recent student evaluations with the faculty member. The Student Evaluation for Full-Time Faculty will be returned to the faculty member after grades are submitted, and copies of the student evaluations will be retained by the Dean for use in the tenure and post tenure review process. During the first one-third (1/3) of the term, faculty members may request an additional course student evaluation for assessment purposes.

Results of the student evaluations may be used by the faculty member's supervising Dean in conducting and preparing the Instructional Faculty Evaluation Performance Review (Appendix B). Items 1 through 16, or any mutually agreed upon revisions of these items, will be considered on the Student Evaluation form currently in use. If 30% or more, rounded up or down to the next whole number, of the responses to any single question(s) on the form are marked "disagree" or "strongly disagree" in any two out of three consecutive terms in which student evaluations are conducted in the faculty member's class, the supervising Dean conducting the faculty member's

evaluation may use such responses under “Other Supervising Dean Comments” in the evaluation. The supervising Dean may also write positive comments on the Faculty Evaluation Performance Review in the “Other Supervising Dean Comments” section based on student evaluations.

Instructional faculty teaching distance learning courses will be evaluated by students through an online evaluation instrument. The process used to administer the online evaluation, gather data, and retain evaluation feedback will follow the same guidelines as set forth in the preceding paragraph.

Students will be provided a secure web-based interface in which to complete an evaluation anonymously and without replication. This interface will be accessible only to students enrolled in the course at the time of the evaluation. Faculty will be provided with a report summarizing student responses and feedback for the selected course section(s). The online evaluation instrument may be used on a pilot basis to evaluate on-site classes to determine the feasibility of using the online instrument for all student evaluations in the future.

## **9.2 - Faculty Development**

- A. Faculty members will participate in a minimum of ten (10) hours of faculty development activities each year, over and above in-service, except for those parts of in-service specifically designated as faculty development by the Administration.
- B. Faculty members who are continuing contract candidates must also complete ten (10) modules as specified in Article 6.16.
- C. Faculty members will record faculty development hours on their End of Year Form.

## **9.3 - Faculty Goals**

- A. The Administration and faculty will work together to develop a goals and accomplishment approach that aligns with the College’s strategic planning process.
- B. Faculty will enter goals by September 30 and assess goal achievement by May 1 of each academic year.

## **9.4 - Post-Tenure/Continuing Contract Reward Review**

Post-Tenure consists of a peer review by the Campus Tenure Committee and a review by the Administration.

### **A. Campus Tenure Committee Review**

For a faculty member on continuing contract (tenure), a peer review will be conducted every five years following the award of continuing contract. This review will be conducted by the Campus Tenure Committees. All members of the committee must be tenured and on continuing contract.

The faculty members will provide End of Year Verification forms and Faculty Goal-Setting Plans for the previous five (5) years. No forms are required for years prior to

2014-2015. The Administration will provide the student evaluations and the appropriate Faculty Evaluation Performance Review forms as described in 9.1.B.2.A.

The committee members will review the forms provided to them by the faculty member and his supervising Dean. The committee members shall use the Post-Tenure checklist (Appendix V) to verify that since the award of a continuing contract, or his last Post-Tenure Review, the faculty member has contributions in the following areas:

- Participation in professional development activities as specified in Article 9.2
- Service and/or contributions to department, College, and community

The Campus Tenure Committee will communicate its recommendation to the supervising Dean and the Campus President in writing.

The signed Post-Tenure form will be returned to the supervising Dean by the chairperson, with a copy provided to the faculty member.

**B. Administrative Periodic Review**

1. The Dean's recommendation to the Campus President is based upon consideration of a number of elements, including but not limited to the faculty member's annual evaluation performance reviews, student success, compatibility, educational qualifications, scope and currency of subject matter knowledge, and student feedback.
2. The Dean will communicate his recommendation to the Campus President in writing.

**C. Deficiencies**

1. If the Campus Tenure Committee or the Dean recommend the faculty member be placed on a Performance Improvement Plan (PIP), the faculty member has up to thirty (30) days to provide additional information and a written appeal.
  - a. If an appeal is submitted, the Dean and the Campus Tenure Committee will deliberate over the evidence provided. If it is determined a PIP is not warranted, the post-tenure review will be rated satisfactory. The Dean and the Campus Tenure Committee can make recommendations to the faculty member regarding the reasons the member was placed on this review.
  - b. If a PIP is warranted, the Dean and Campus Tenure Committee would agree on the PIP contents.
  - c. The faculty member is given the PIP and reviewed again by the Campus Tenure Committee and the Dean the following year.
    - i. If improvements are adequate, the post-tenure review will be

rated satisfactory.

- ii. If improvements are inadequate, the Campus Tenure Committee and the Dean can recommend in writing that the faculty member remains on the PIP or a revised PIP for another year and is reviewed again the following year. A faculty member can be placed on a PIP for no more than three years.

**D. Responsibilities of the Campus President, President, and Board of Trustees**

1. The Campus President will make a recommendation to the College President and the Board of Trustees based on his review of the dean's and committees' recommendations.
2. The District Board of Trustees may, upon recommendation of the President, maintain a faculty member on continuing contract, terminate a full-time faculty employee under continuing contract, or return the employee to an annual contract for failure to meet post-award performance criteria, or for cause, in accordance with college policies and procedures. The President or designee shall notify the full-time faculty member in writing of the recommendation and shall afford the full-time faculty member the right to formally challenge the action in accordance with the policies and procedures of the college. As an alternative to the hearing rights provided by college policies and procedures, the employee may request an administrative hearing in accordance with Chapter 120, F.S., by filing a petition with the Board within twenty-one (21) days of receipt of the recommendation of the President.

**E. Implementation**

Post tenure review occurs on a staggered schedule developed using five-year increments organized by the date that the faculty member earned tenure. The calendar is updated on an annual basis and is available from the Vice President of Academic Affairs. Newly tenured faculty members will be reviewed five years following the year of continuing contract award and stay within that yearly group for subsequent reviews. Faculty in DROP (Deferred Retirement Option Program) will be excluded from the review process.

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**ARTICLE 10****REDUCTION-IN-FORCE****10.1 - Reduction-in-Force (RIF)**

If, in the opinion of the District Board of Trustees, a reduction-in-force among all bargaining unit personnel or within one or more disciplines is necessary, the procedures to be followed are set forth in Section 10.2 of this Article.

**10.2 - Reduction-in-Force Procedure**

- A. For a reduction-in-force, the Board agrees that College employees will be reduced in force on an equitable basis as determined solely by the Board.
- B. The Administration shall not terminate a full-time faculty member if there are part-time faculty employed or overload assignments in a discipline where the full-time faculty member is qualified to serve.

If a reduction-in-force is necessary, faculty throughout the College in a discipline will be let go in the following order:

- 1. all adjunct/part-time faculty;
  - 2. all temporary full-time faculty;
  - 3. all non-tenured faculty;
  - 4. all faculty with two (2) consecutive unsatisfactory evaluations;
  - 5. all faculty with two (2) consecutive evaluations stating improvement needed;
  - 6. tenured faculty with satisfactory evaluations.
- C. The reduction-in-force will be implemented in accordance with the reduction-in-force point system, which takes into consideration a faculty member's educational qualifications, efficiency, compatibility, character, and capacity to meet the educational needs of the community as required by the laws of Florida. The following reduction-in-force point system will determine a faculty member's accumulated points on the proposed date of implementing a reduction-in-force:
    - 1. a doctorate degree will equal four (4) points;
    - a level II+ master's degree will equal three (3) points;
    - a master's degree will equal two (2) points; and
    - a bachelor's degree will equal one (1) point.

The number of points earned for the highest degree earned by a faculty member will be multiplied by 25% to equal "A".

2. The number of years accumulated at the College as a full-time faculty member, including years on Board-approved leave of absence, will be multiplied by 40% to equal "B".
3. The number of years of allowable experience at the time of employment at the College will either be multiplied by one (1) for a faculty member with a continuing contract, or multiplied by zero (0) for a faculty member with an annual contract. The total number will then be multiplied by 35% to equal "C".

The total number of points for each faculty member in the reduction-in-force point system will be determined as follows:

$$100 \times (A + B + C) = \text{number of reduction-in-force points to be assigned to a faculty member.}$$

**POINT CALCULATION FORMULA CHART**

Points are accumulated as follows:

1.	Doctorate Master's + 30 Master's Bachelor's	4 3 2 1	X 25% = A
2.	Number of years at The College as a full- time Faculty member.		X 40% = B
3.	Number of years of allowable Experience at time of College Employment		X 35% = C
	X 1 for Continuing Contract X 0 for Annual Contract		
	100 X (A+B+C) = Number of points accumulated		

- D. The reduction-in-force point system shall be applicable only to full-time faculty members.
- E. If a reduction-in-force is implemented, faculty within the discipline in each of the categories specified in section B above who have the greater number of points as determined by the reduction-in-force point system shall be retained over other faculty with fewer reduction-in-force points within the same category.

- F. The number of faculty affected by a reduction-in-force shall not exceed the number of positions to be eliminated under a reduction-in-force.
- G. Each full-time faculty member who may be affected by a reduction-in-force will be warned in writing by April 1 that his contract may not be funded the following academic year. Definite notification of such RIF will be given to the faculty member in writing by the end of the Spring Term.
- H. The faculty members returning after a reduction-in-force shall receive contracts for positions in a reverse order as determined by the reduction-in-force point system, with those faculty members with more reduction-in-force points returning prior to those faculty members with fewer reduction-in-force points in the same discipline.
- I. A faculty member who has been terminated due to a reduction-in-force shall have the right to recall for the position under the terms of this Agreement. For a period of three (3) years from effective date of layoff until the recall provisions of this Article have first been utilized, the Administration shall not hire a new faculty member for a position that could be filled by a qualified faculty member whose position was terminated by a reduction-in-force.
- J. The Administration shall reinstate all credits, status, and benefits under the terms of this Agreement to a faculty member who is reinstated following recall.

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**ARTICLE 11****GRIEVANCE AND ARBITRATION****11.1 – Grievance**

- A. Purpose of the Grievance Procedure** - The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the Administration shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.
- B. Definitions for the Procedure** - The following definitions will be used for the grievance procedure in Article 11 of this Agreement:
- 1. Grievance** - an alleged violation or dispute involving the interpretation or application of the terms of this Agreement.
  - 2. Aggrieved or Grievant** - any faculty member, group, or faculty members or the Union that files a grievance as defined in this Article.
  - 3. Faculty Member** - any member of the Union or bargaining unit.
  - 4. Days, Work Days, or Working Days** - as used in this Article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar,
  - 5. Respondent** - the College, or the appropriate Administrative official.
- C. Grievance Procedure** - The Union has the right to represent the faculty member and be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

A faculty member will have forty-five (45) days from the date when the faculty member has (or, for Class grievances, the Union has), or with the exercise of reasonable diligence the faculty member (or the Union) should have had, knowledge of the facts giving rise to the grievance to initiate the written grievance at Step 2 (Step 3 for class action grievances). Failure to initiate the written grievance within the timeframe specified will mean that the grievance cannot be processed. If the faculty member, Union, and the Administration are unable to resolve a complaint through informal discussions, the faculty member will notify the Union of his intent to initiate the formal grievance procedure at Step 1.



### **Step 1 - Notice to Respondent**

A grievant shall first discuss the grievance with the respondent, either directly or through the Union's designated representative, with the objective of resolving the matter.

### **Step 2 - Written Grievance to Respondent**

If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no disposition within five (5) days after the discussion in Step 1, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Executive Director of Human Resources. Within five (5) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Executive Director of Human Resources.

### **Step 3 – Individual/Class Action Grievance**

- a. Individual** - If the grievance is not settled at Step 2, or if there is no disposition within five (5) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent's immediate Administrative Supervisor, with a copy to the Union and the Executive Director of Human Resources. Within five (5) days after receiving the Step 3 written grievance, the respondent's immediate Administrative Supervisor shall meet with the grievant and/or the Union's designated representative with the objective of resolving the matter. Within five (5) days after the meeting, the respondent's immediate Administrative Supervisor shall submit a written decision to the grievant, with a copy to the Union and the Executive Director of Human Resources.
- b. Class Action** - If the Union determines a class action grievance may be warranted, a fact-finding meeting with the Executive Director of Human Resources will be held within ten (10) days of a written request from the Union. The written request must be made within the forty-five (45) day time period set forth in Section C above. The Administration will give a written response within twenty (20) days from the date of the meeting. The Union has twenty-one (21) days from the date the written response is received, or, if not received, was due, to file a class action grievance, provided that the class grievance is filed not later than the forty-five (45) day limitation set forth in the second paragraph under paragraph C, Grievance Procedure. All class action grievances will be filed at Step 3 with the Union as the grievant (or aggrieved person) and the Executive Director of Human Resources as the respondent. Within five (5) days after receiving the Step 3 written class action grievance, the respondent shall schedule a meeting within the next ten (10) days with the Union's designated representative(s) with the objective of resolving the matter. Within ten (10) days after the meeting, the respondent shall submit a written decision to the Union representative.

#### **Step 4 - Written Appeal to the College President**

If the aggrieved person (or Union, if it is a Class grievance) is not satisfied by the Step 3 disposition, or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file, and the Union may file a written appeal with the College President or designee (with a copy to the Executive Director of Human Resources) by the tenth (10<sup>th</sup>) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President or designee will meet with the aggrieved person and the Union's designated representative(s) with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's Grievance Chairperson, with a copy to the Executive Director of Human Resources.

If the grievance as defined herein is a direct result of Board actions, the Union may proceed directly to arbitration.

#### **Step 5 – Arbitration**

- a. Appeal to Arbitration** - Any grievance as defined in Article 11 of this Agreement that has been properly processed in a timely manner through the grievance procedure set forth in this Article and that has not been settled at the conclusion of Step 4 may be appealed to arbitration by the Union with written notice of its intent to appeal. Failure to appeal a grievance to arbitration within ten (10) days after receipt of the written answer from the Administration at Step 4 of the grievance procedure set forth in this Article of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Administration at Step 4 of the grievance procedure shall be final and binding on the aggrieved employee, the Union, and the Administration.
- b. Stipulation and of Arbitrator** - Within ten (10) days following the Step 4 disposition of the grievance by the College President in this Article, the Union must submit to the Executive Director of Human Resources a written notice of intent to appeal the grievance to arbitration. Prior to arbitration, the Union will meet with the College President or designee to stipulate those issues upon which the parties can agree. Not later than ten (10) calendar days after the Union serves the Administration with written notice of intent to appeal a grievance to arbitration, the Union shall request the American Arbitration Association (AAA) to furnish the Administration and the Union a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Administration and the Union, the Administration and the Union shall alternately strike names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator whose name remains shall hear the grievance. It will be the responsibility of the Association to inform AAA of the name of the arbitrator selected.

- c. **Hearing Before the Arbitrator** - The arbitrator shall arrange for any hearing he deems necessary as soon as practical after the arbitrator is notified of his selection. The arbitrator shall render a decision in writing by the thirtieth (30th) calendar day after the close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs.
- d. **Arbitrator's Jurisdiction** - The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Administration. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Administration, unless either party contests it before a court of competent jurisdiction as permitted by state law.
- e. **Fees and Expenses of Arbitration** - The Board and the Union shall each pay one-half (1/2) of the total cost of all arbitrator charges incurred in the arbitration process. However, expenses for witnesses who are not a party to the grievance shall be borne by the party that calls them and any recording costs will be borne by the requesting party(ies). If a transcript is required by the arbitrator, the parties shall split the cost. Copies of the transcript may only be obtained through the Court Reporter. If the transcript is obtained under the Public Records Act, the requesting party agrees to pay the Court Reporter an amount equal to the cost of the transcript.
- D. **Written Presentations** - The written grievance in the grievance procedure shall set forth the following on the Grievance Form A:
1. the facts giving rise to the grievance;
  2. the Article(s) of the Agreement allegedly violated by the respondent;
  3. the name(s) of the aggrieved employee(s) unless the grievance is filed as a class action;
  4. the remedy sought, and;
  5. the aggrieved person's signature or the signature of the designated Union representative.

If the Union and the Administration do not agree on a statement of the issue to be heard by the arbitrator under Step 5(b), the issue will be as set forth in this Section D.

- E. Time Limitations** - The time limitations set forth in this Article shall be followed by the Administration and the Union. Failure of the Administration to adhere to the time limitations specified at each step will result in the grievance automatically proceeding to the next step. Failure of the Union or aggrieved person to adhere to the time limitations specified at each step will prevent the grievance from being processed to the next step. Moreover, the grievance shall be considered terminated by both the Administration and the Union, with no further appeal being permitted. However, the time limitations in this Article may be adjusted by mutual written agreement between the Union Grievance Chairperson and the Executive Director of Human Resources. The time limitations will be suspended on Board approved College holidays and faculty break periods.
- F. Recognition of Union Representatives** - The Administration shall recognize the Grievance Chairperson or his designee as the Union representative for grievances. The Union will advise the Executive Director of Human Resources of the name of the Grievance Chairperson and any changes.
- G. Settlement, Withdrawal, or Disposition of Grievances** - Any settlement, withdrawal or disposition of a grievance at any step below arbitration in the grievance procedure shall not constitute a binding precedent for a similar grievance.
- H. Documentation** - The Union, the aggrieved employee, and the Administration shall provide documentation as it becomes available. Either party may request information from the other party. If either party refuses to divulge any requested information or knowledge related to the grievance that it may have, the refusing party may not offer that information as evidence and, if offered, such evidence will be rejected by the arbitrator.
- I. Reprisals** - The Administration shall make no reprisals against employees through action or omission because of their involvement in a grievance procedure.
- J. Class Action** - The Union shall have the right to initiate a class action grievance, which is a grievance filed by the Union on behalf of faculty and/or to enforce the provisions of the Agreement, which shall be based on each of the following criteria:
1. the grievance must affect and raise complaints common to the class;
  2. due to the number of faculty affected by the grievance, it would be impractical to file individual grievances, and;
  3. the Union can fairly and adequately protect the interests of the aggrieved faculty and/or enforce the Agreement by filing a class action grievance.

The Union Grievance Chairperson may file a class action grievance with the Executive Director of Human Resources, which shall be deemed a Step 3 grievance.

- K.** This grievance procedure cannot be used by the Union or any employee to dispute a decision made by the College not to renew the contract of an employee on annual

contract or to dispute a decision by the College not to award a continuing contract to unit employee, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Contract.

- L.** If a continuing contract faculty member is suspended, returned to annual contract, or terminated, and the faculty member chooses to appeal the decision under the State Board of Education Rules 6A-14.0411(4), the election of that procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension, return to annual contract, or termination under this Article. If the continuing contract faculty member chooses to process the issue of suspension, return to annual contract, or termination under Step 5 of this Article, the continuing contract faculty member's choice will be considered an election of remedies consistent with the F.A.C. §6A-14.0411(4) and an appeal cannot be processed under the Florida Administrative Code and Florida Statute Section 120. Nothing in this paragraph will be interpreted to extend the time a faculty member has to file a petition or appeal of such adverse action under the Florida Administrative Code.

**ARTICLE 12****LEAVES OF ABSENCE****12.1 - Sick Leave**

Each full-time faculty member shall earn sick leave based on his contract as follows:

College Year Contract	12 days per year
Twelve-Month Contract	12 days per year
Basic Year Contract	9 days per year, except as provided in this Section

Each full-time faculty member shall begin to earn sick days on the first day of employment or the first day of the contract year.

- A. A faculty member may request sick leave due to either personal illness or injury or the illness, injury, or death of an immediate family member or a member of the faculty member's household. If circumstances permit, a faculty member will consider teaching responsibilities before scheduling elective surgery.
- B. The faculty member will submit a Request For Sick Leave form to his immediate Administrative Supervisor prior to or immediately upon return to work.
- C. A written doctor's certification of illness or injury may be required for sick leave absence in excess of five (5) consecutive days or when excessive absences cause disruption of the educational process. The College, at its own expense, may require a second medical opinion. If required, an appointment will be scheduled at a mutually agreed upon time.
- D. Sick leave days will be cumulative from one year to the next.
- E. Each full-time faculty member will be credited with nine (9) days of sick leave on the first day of employment of the first contract year with the College. If a faculty member terminates employment prior to earning sick leave that has been used, the Board shall reduce the final paycheck by the total amount of unearned sick leave that has been paid to the faculty member.
- F. Sick leave deductions will be determined in accordance with the following guidelines:
  1. For an instructional faculty member, one (1) full day of sick leave will be deducted when none of an instructional faculty member's scheduled duties are performed while on approved sick/personal leave.

If a portion of the scheduled duties are performed when an instructional faculty member is on an approved sick/personal leave, the deducted leave time will be prorated as follows:

The total number of minutes of scheduled activity not performed in a day divided by the faculty member's total number of minutes of scheduled activity for that day equals the fraction of one (1) day's leave that will be deducted from a faculty member's leave.

450 minutes = the number of minutes in a workday.

The fraction of one (1) day's leave X 450 minutes = deducted time.

2. For a counseling or library faculty member, the actual number of minutes of leave will be deducted from a counselor/librarian on approved sick/personal leave.
  3. Five (5) days of accrued sick leave will be deducted when a faculty member is absent for a full workweek.
- G. When an illness or disability extends beyond the accrued sick leave, the faculty member may request to utilize any accrued vacation leave or personal leave or absence without pay. The Campus President and the College President must approve a personal leave of absence without pay for an illness or disability that extends beyond ten (10) consecutive days. When the personal leave of absence without pay extends beyond thirty-one (31) days, the Board of Trustees must approve the leave. A doctor's certification may be required to substantiate the extended leave period. Where applicable, the provisions of Section 12.12, *Family Medical Leave Act Leave*, will apply.
- H. The College shall provide the faculty member access to information on accrued sick leave.
- I. A faculty member who is directly employed by the College following a period of satisfactory service with another Florida public educational system may transfer any accrued sick leave credit to the College, provided at least one-half (1/2) of the faculty member's total accrued sick leave at any time must be earned at the College.
- J. Days used for sick leave, personal leave, or days donated to the Sick Leave Pool will be deducted on a "last-earned, first-used" basis. All sick leave days accumulated prior to August 20, 1998, and not used subsequently will be available for reimbursement under the maximum allowed by law as of August 20, 1998, based on years of service and daily rate of pay as of August 20, 1998.

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**12.2 – Injury/Illness In-The-Line-of-Duty Leave**

- A. An employee injured on the job will be paid his regular daily rate of pay for the first five (5) calendar days of such leave (normally five of the first seven days).
- B. Once the faculty member begins receiving Workers' Compensation wage benefits, the faculty member may request the College to pay the remaining portion of his salary (*i.e.*, an amount in excess of the two-thirds pay or such other amount the faculty member receives from Workers' Compensation), so that the faculty member receives a total weekly pay that approximates the net pay (*i.e.*, gross pay less deductions) the employee received prior to Workers' Compensation. Absent extenuating circumstances, the faculty member will receive one day's pay at the faculty member's daily rate of pay per week of absence under this Section. Beginning with the 13<sup>th</sup> scheduled workday, the faculty member's sick leave account, or if the faculty member has no sick leave, then vacation leave account, will be charged with the number of days paid under this Section.
- C. All Workers' Compensation, including the amount of pay, will be paid as determined and provided by state law.
- D. Any faculty member desiring to continue any employee paid benefit while on Workers' Compensation leave must make arrangements with the College to pay the costs of the benefits.
- E. The faculty member shall be required to notify his immediate Administrative Supervisor, the Office of Safety and Security, or the Campus President regarding an injury or illness.
- F. The Campus President or the College President may require a certificate from either a licensed physician or a county health officer for an injury or illness in-the- line-of-duty. The Board shall approve a claim and authorize payment for the claim following a determination that the claim is legitimate and in accordance with the provisions of this Agreement. Total compensation paid shall not exceed the faculty member's normal rate of compensation.
- G. The faculty member will report any work-related injury to Campus Safety and Security and to the faculty member's immediate supervisor as soon as possible after the injury.
- H. The maximum number of hours paid per calendar year, to include paid holidays, will be 45.



### **12.3 – Personal Leave**

The Board shall authorize faculty members to be absent for four (4) workdays each contractual year with compensation for personal reasons. The personal leave of absence days shall not be cumulative from one contractual year to the next. A personal leave of absence shall be deducted from a faculty member's accrued sick leave days.

### **12.4 – Administrative Leave for Court Purposes**

- A. A faculty member who is required to serve jury duty or who receives a subpoena will be granted an administrative leave with pay for court purposes.
- B. The faculty member will submit a request for administrative leave for court purposes indicated on the leave of absence form. The faculty member's immediate Administrative Supervisor and the Campus President will approve the form.
- C. The College will not reimburse a faculty member for meals, lodging, or travel expenses incurred while serving as a juror or as a witness.
- D. Witness fees will be retained by the faculty member. However, to receive expert witness fees or consulting fees from a court appearance, the faculty member must submit a leave of absence form to request to use accrued vacation leave or personal leave.
- E. A faculty member who is a party in a non-College related lawsuit may not request administrative leave for court purposes. However, the faculty member may request vacation leave or personal leave.
- F. A faculty member who is a party or a witness in a lawsuit due to his College position will submit a leave of absence form. Any court-related fees earned by the faculty member shall be retained by the faculty member.

### **12.5 – Vacation Leave**

A faculty member shall not earn vacation leave. However, a faculty member who is reassigned to administrative duties and is on a leave from his professional duties as a faculty member shall earn vacation leave as an administrator in accordance with the administrative rules and procedures.

### **12.6 – Temporary Duty Leave**

Temporary duty leave may be granted by the College President for a faculty member to perform other educational services as assigned by the College President. A temporary duty leave shall grant a faculty member leave from his professional duties as a faculty member. The faculty member shall continue to receive his regular compensation and expenses at the maximum rate allowed by the laws of the State of Florida. The faculty member shall not be assigned temporary duty leave to improve his rank or renew a certificate.

## 12.7 – Sabbatical Leave

A full-time faculty member with a continuing contract (tenure) will be eligible for a sabbatical leave for professional development after completing six (6) years of continuous full-time service with the College. An application may be submitted as early as the sixth (6<sup>th</sup>) year of continuous service since initial employment or as early as the sixth (6<sup>th</sup>) year since the faculty member was on sabbatical leave. A faculty member who is granted a sabbatical leave shall not lose tenure.

- A. No more than six (6) full-time equivalent faculty members shall receive sabbatical leave for an academic year. Any un-awarded leaves for an academic year shall not be cumulative from one year to the next.
- B. Any unpaid leave in excess of ninety (90) working days shall be considered a break in service for purposes of eligibility for a sabbatical leave.
- C. A faculty member receiving leave under this provision shall not be eligible for another sabbatical leave until he completes an additional six (6) years of continuous full-time service at the College. This provision will also apply when the length of the sabbatical is under one (1) year.
- D. A sabbatical leave may be granted for up to one (1) contractual year not to exceed the term of a College Year Contract for either educational or travel-related opportunities. However, if a request for sabbatical leave is approved, a faculty member may submit a request for an extended professional leave by March 15 of the sabbatical leave year to complete the education purpose of the sabbatical leave. The request for an extended professional leave must be approved by the College President and the Board.
- E. The Board shall compensate a faculty member on sabbatical leave with three-fourths (3/4) of his salary for a period of the leave, which shall be based on the faculty member's annual salary prorated for the period of the leave.
- F. Benefits while on leave will be provided by the Board as follows:
  1. The Board shall continue to pay the College's proportion of the salary into the retirement program in effect for the period of the sabbatical leave.
  2. The Board shall continue to pay a faculty member's benefits for the period of the leave.
  3. The faculty member may maintain any health insurance in effect for his dependents during the period of the sabbatical leave. The faculty member shall make arrangements with the Administration prior to beginning his sabbatical leave for the faculty member's payment of any applicable portion of the contributions to the health insurance program.
  4. The faculty member shall not earn sick leave benefits while on sabbatical leave.

- G. The procedures for requesting a sabbatical leave will be as follows:
1. To request a sabbatical leave, an eligible faculty member shall submit a request for consideration on the Sabbatical Leave Form to the appropriate academic Dean, who will verify eligibility with the Executive Director of Human Resources. A copy of the Sabbatical Leave Request Form will be submitted by the faculty member to the Campus President at the campus where he is assigned prior to February 15 preceding the academic year when the leave is requested.
  2. The request for a sabbatical leave shall be submitted on the College Sabbatical Leave Form and will include either the name of the institution a faculty member plans to attend or the location(s) where the faculty member plans to travel, a description of the specific professional benefit anticipated, and the date when the applicant will return to the College to resume his work assignment.
  3. The dean will submit the Sabbatical Leave Form to the Chairperson of the Faculty Sabbatical Leave Committee. The Committee will review the requests and make recommendations. Prior to forwarding a recommendation, the Committee may ask a faculty member to modify his proposal or to give more details.
  4. If the full allocations for a sabbatical leave in an academic year are not awarded or a cancellation occurs, the Administration shall consider late applications if the request is submitted at least ninety (90) days prior to the date anticipated for beginning the Sabbatical Leave.
  5. The chairperson for the Sabbatical Leave Committee will submit the Committee's recommendations to the Vice President for Academic Affairs, who, following a review, will forward a recommendation to the President.
  6. The President will forward a list of the faculty members who will be recommended for sabbatical leave to the chairperson of the Sabbatical Leave Committee, who will ensure that each faculty member who submitted an application is notified accordingly prior to the April Board meeting.
- H. A faculty member shall return to employment at the College for at least a period equal to the length of the sabbatical leave immediately following the sabbatical leave. Within four (4) weeks after returning from a sabbatical leave, the faculty member who has completed a sabbatical leave for educational or travel purposes shall file a sabbatical leave activity report and, if applicable, a transcript of earned credit with both the College President and the Executive Director of Human Resources. A faculty member who does not complete his proposed plan for the sabbatical leave or who fails to return to the College for at least a period equal to the length of the sabbatical leave following the sabbatical leave or the other additional approved leave shall repay both

the salary received and the cost of any benefits awarded by the College during the sabbatical leave period.

- I. If a faculty member is unable to follow his proposed plan for the Sabbatical Leave that was submitted to the College President and the Executive Director of Human Resources and approved by the Board, the faculty member shall notify the College President and request that the Sabbatical Leave be amended or canceled. If the Sabbatical Leave is canceled by a faculty member, any compensation received or benefits awarded to the faculty member during the Sabbatical Leave period shall be repaid to the Board. If a faculty member cancels his Sabbatical Leave due to extenuating circumstances, the faculty member may apply for professional leave without pay or another leave as a replacement for the authorized Sabbatical Leave period.
- J. The Board shall have the right to discipline a faculty member who defrauds the College with his Sabbatical Leave.

### **12.8 – Professional Leave**

A professional leave is leave granted to a faculty member to engage in activities that will result in the faculty member's professional benefit or advancement, which shall include attending professional conferences, earning college credit or degrees, or which shall contribute to the profession of teaching or benefit the College. A professional leave shall generally be initiated by a faculty member primarily for his benefit and the benefit of the teaching profession and only incidentally for the benefit of the Board. A faculty member may request a professional leave with pay to attend a professional conference in accordance with the following guidelines:

- A. To request a professional leave, a faculty member shall complete a leave of absence form with the following information included as an attachment:
  1. the benefit available to the applicant;
  2. the contribution to the College, and;
  3. the location of the activities,

A request for a professional leave of five (5) days or less is submitted to the immediate Administrative Supervisor and must be approved by the Campus President. A request for a professional leave in excess of five (5) days must be approved by the Campus President and College President.

- B. A professional leave may be with or without compensation. The College President may authorize compensation for professional leave for up to thirty-one (31) continuous days.
- C. For an extended professional leave in excess of thirty-one (31) consecutive days, the professional leave must be approved by the Board. The faculty member shall not

receive compensation for an extended professional leave in excess of thirty- one (31) consecutive days.

To be eligible for an extended professional leave which shall not exceed one (1) year, a faculty member must have been at the College for a period of one (1) year with satisfactory performance.

- D. To request an extended professional leave, an eligible faculty member shall submit a written request to both the Campus President and the Executive Director of Human Resources at least three (3) months prior to the start of the term during which the professional leave will begin. The written request shall include a description of the specific professional benefit, advancement, or contribution anticipated for the period of the extended professional leave. Following completion of the extended professional leave, the faculty member shall submit a written report to both the Campus President and the Executive Director of Human Resources, describing in detail the professional benefit, advancement or contribution.
- E. The faculty member may be granted a professional leave to engage in an accreditation review, as required by an accrediting agency. If a faculty member receives compensation for an accreditation review by an outside agency, he shall not also receive duplicate compensation from the College.

### **12.9 – Personal Leave Without Pay**

A faculty member may request a personal leave without pay for a period up to, but not exceeding, one year. An extended personal leave of absence without pay in excess of thirty-one (31) consecutive days shall be subject to approval by the Board. A personal leave without pay may be utilized for the following purposes:

- A. A faculty member may request a personal leave without pay when an illness or injury extends beyond earned and accrued sick leave. The Administration may require a licensed physician's statement to substantiate the leave. Any leave granted under this paragraph will be subject to the provisions of Article 12.12, Family Medical Leave Act Leave.
- B. A faculty member may request a personal leave without pay to pursue a full-time educational program, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.
- C. A faculty member may request a personal leave without pay, after having used leave available under Article 12.12, for child-rearing purposes, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.
- D. A faculty member may request personal leave without pay when a faculty member's personal obligations require attention during assigned work hours for which no other

leave listed in Article 12 of this Agreement will be appropriate, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.

### **12.10 – Parental Leave**

A faculty member may continue in active employment as late into her pregnancy as she may desire, provided she can fulfill all functions connected with and related to her professional responsibilities. A faculty member may utilize available sick leave benefits for child-rearing purposes. Upon request and consistent with Article 12.12, Family Medical Leave Act Leave, a faculty member shall be granted additional leave without pay if the faculty member exhausts accrued sick leave. Upon returning to duty, the faculty member shall receive the same employment benefits and position or an equivalent position as enjoyed immediately prior to taking a parental leave. A faculty member may request a personal leave without pay for child-rearing purposes, in accordance with Article 12.9(C), Personal Leave Without Pay.

### **12.11 – Military Leave**

A faculty member who is a member of the Uniformed Service will be entitled to a military leave of absence from his position for duties as specified under the Uniformed Services Employment and Reemployment Rights Act (USERRA). For a faculty member assigned to active or inactive duty in the Military Reserve, Naval Reserve, or the National Guard who is required to engage in training activities, the following guidelines will apply:

- A. The faculty member will submit a copy of his orders to engage in military training activities to his supervisor by the next workday;
- B. The faculty member will receive his normal salary for the first seventeen (17) days of military leave each year; and
- C. The faculty member will not receive his normal salary for any military leave beyond seventeen (17) days each year.

A faculty member on such leave will be entitled to all rights and benefits consistent with USERRA.

### **12.12 – Family Medical Leave Act Leave**

The faculty member's and the College's and Board's rights and obligations under the Family Medical Leave Act will be determined by statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. The Board Administrative Procedures applicable to faculty members will be the same as the procedure applicable to all non-represented administrative employees.

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**ARTICLE 13****HEALTH AND WELFARE BENEFITS****13.1 – Sick Leave Pool**

In accordance with the following provisions, a faculty member may elect to pool accrued sick leave for disbursement to any participating faculty member who needs sick leave time in excess of the amount of his accrued sick leave:

- A. The Office of Human Resources shall have the authority to administer and implement the Sick Leave Pool for faculty members in accordance with the provisions of Article 13 of this Agreement and the laws of the State of Florida. The decisions of Human Resources shall be final.
- B. A faculty member may participate in the Sick Leave Pool on a voluntary basis.
- C. A faculty member shall be eligible for participation in the Sick Leave Pool after one year of employment with the College, provided the faculty member has accrued a minimum of twelve (12) days of unused sick leave.
- D. Each day of sick leave that a faculty member contributes to the Sick Leave Pool will be deducted from the contributing faculty member's accrued sick leave balance.
- E. Each participating faculty member shall make an equal contribution to the Sick Leave Pool.
- F. Each participating faculty member shall make an initial contribution of four (4) days of accrued sick leave to the Sick Leave Pool. No additional contributions to the Sick Leave Pool will be required unless replenishment is needed for the Sick Leave Pool. If the number of days of accrued sick leave in the Sick Leave Pool is reduced to twenty-five (25) days, all participants shall be assessed with the same number of days as is necessary to replenish the Sick Leave Pool to a minimum of two hundred (200) days.
- G. A faculty member shall have an opportunity to enroll as a member of the Sick Leave Pool during the annual enrollment period, which shall occur during the first sixty (60) calendar days of the Fall Term each year, and shall make the four (4) day contribution required by paragraph (F) above, or such greater contribution in excess of the four (4) days to the same extent all other members are contributing in order to replenish the Sick Leave Pool. A faculty member is not eligible to join the Sick Leave Pool while on sick leave.
- H. To utilize sick leave from the Sick Leave Pool, a participating faculty member must use the sick leave for a personal illness, accident or injury.
- I. A participating faculty member shall be eligible to use sick leave from Sick Leave Pool after his accrued sick leave and vacation leave have been depleted and the faculty

member has used five (5) days of personal leave without pay for a personal illness or injury.

- J. Following review and approval by the Office of Human Resources, the maximum number of days that a participating faculty member may draw from the Sick Leave Pool shall be three increments of up to twenty-five (25) days each.
- K. Except as provided in paragraph (M) below, a participating faculty member who uses sick leave from the Sick Leave Pool shall not be required to re-contribute the sick leave used, except for replenishment as described in paragraph (G) above.
- L. If a participating faculty member elects no longer to participate in the Sick Leave Pool, the faculty member shall not be eligible to withdraw any sick leave days contributed to the Sick Leave Pool nor be eligible to draw from the Sick Leave Pool in the future.
- M. After using three (3) draws of any amount up to the maximum of 25 days per draw, the faculty member will have to reapply to the Faculty Sick Leave Pool. To be accepted, the faculty member must have a minimum of one (1) year's continued employment with the College, twelve (12) accrued sick leave days and contribute four (4) sick leave days to the Sick Leave Pool during the enrollment period

### **13.2 – Medical, Dental, Life and Long-Term Disability Insurance**

- A. Periodically the College President appoints an Insurance Committee to review the medical, dental, life, and long-term disability insurance. The Committee makes recommendations to the College President concerning said insurance. In recognition of the fact that all College employees (those represented by FUSA, SEIU, and all non-represented employees) are provided the same insurance coverage, the FUSA President shall appoint two members to the Insurance Committee. There will also be two members appointed by the SEIU, along with two administrative representatives and two non-represented representatives. The College reserves the right to change carriers or change, modify, increase, or eliminate benefits, or modify contribution requirements during the term of this Contract, provided that the same insurance coverage and employee contribution continues to be made available to all College employees and the College continues to pay 100% of the employee's contribution for insurance for at least one of the options that may be available. The opportunity to participate in the Insurance Committee fulfills the College's duty to bargain, both as to the decision and the impact of any such changes.
- B. The Board agrees to pay the faculty member's premium cost for medical and dental insurance coverage with a responsible insurance carrier. A faculty member may enroll dependents in a College medical and dental insurance plan by paying the premium negotiated with the insurance company for dependent coverage.
- C. The Board shall continue to allow any retired employee with dependents the option of remaining in the group insurance program at no cost to the Board.



- D. The Board agrees to pay the premium costs for life insurance with a responsible insurance carrier equivalent to the basic salary for each faculty member. The faculty member may purchase optional life insurance coverage at the maximum amount allowed by the plan by paying the additional cost and adhering to the terms and conditions of the life insurance plan.
- E. The Administration agrees to provide a long-term disability plan, at no cost to the faculty member, with a responsible insurance carrier. The faculty member must adhere to the terms and conditions of the long-term disability plan.
- F. Coverage of a faculty member under the Board-approved insurance programs shall commence and terminate in accordance with the terms and conditions of the insurance programs.

### **13.3 - Employee Assistance Plans**

The Board will continue to provide an Employee Assistance Plan ("EAP") and will annually host a health fair at insurance open enrollment season. All current health insurance carriers will be invited to participate. The Board will continue to make a good faith effort to ensure a quality EAP and insurance coverage that will provide assistance to the employees for counseling and rehabilitation.

### **13.4 – Personal Retirement or Investment Programs**

The Administration shall authorize payroll deductions for tax sheltered annuities, provided the investment program company is approved by the Board.

### **13.5 – Tuition Fee Waiver**

The Board shall grant tuition fee waivers to the maximum extent allowed in accordance with the Rules of the State Board of Education.

### **13.6 - Continuance of Benefits**

A faculty member on approved paid leave shall enjoy uninterrupted insurance benefits at the rates prevailing for the faculty member not on leave. In the case of approved unpaid leave, the faculty member may make arrangements with the College for payment of his current portion of insurance premium. The provisions of this Section are subject to Article 12.12, Family Medical Leave Act Leave. Any employee on a leave of absence without pay for personal reasons shall be responsible for payment of the entire insurance premium, including the College's portion.

### **13.7 - Insurance Contracts Govern**

Insurance coverage and eligibility under this Section shall be governed by the coverage provisions of the applicable insurance contract(s).

**13.8 – 401(a) Account**

The College will offer a 401(a) plan in which all faculty will participate. The terminal sick leave pay will be placed in the 401(a) account on the date of retirement and separation from the College. A minimum balance of \$5,000 must be in the terminal leave account for the money to be placed in the 401(a) account. Rules for contributions and distributions will be as provided by the Internal Revenue Service Code and regulations. The College agrees to make the payment over multiple years to the extent allowed by the Internal Revenue Service Code and Regulations.

**ARTICLE 14****ECONOMICS****14.1 – Initial Placement in Salary Range**

- A. A faculty member shall meet the minimum qualifications established for a position, which may include a Bachelor's degree, Master's degree, Master's degree with sixty (60) semester hours or an earned Doctorate degree from a regionally accredited college or university or international equivalent as verified by a credentialing agency approved by the College.
- B. Each faculty member shall be assigned to one of the following salary grades which will determine the individual's salary level:

**Salary Grade**

Grade III

Grade II

Grade II+

Grade I

The minimum criteria for each salary grade will be as follows.

1. Grade III - the faculty member shall have met criteria for a Bachelor's degree plus college faculty experience, or for disciplines in which the terminal degree is at a degree level below the Master's degree, the faculty member shall have met the criteria for that degree plus teaching experience
  2. Grade II - the faculty member shall have met criteria for a Master's degree with a minimum of eighteen (18) semester hours in the field.
  3. Grade II+ - the faculty member shall have met criteria for a Level II+ Master's degree by having earned at least 60 graduate semester hours in his field or in those areas directly related to or which enhance classroom instruction (including education/teaching coursework or coursework in a separate field that can be used to credential the faculty member to teach in a separate discipline that is taught at the college).
  4. Grade I - the faculty member shall have met criteria for a Doctorate degree in major field.
- C. A new faculty member (excluding full-time temporary) may be paid above the minimum salary grade for prior experience. The prior experience must be relevant teaching, librarian or counselor experience. The amount of pay above minimum shall be determined by the Executive Director of Human Resources, provided that it cannot exceed an additional four (4) steps above the minimum for the salary grade under Article 14.2.

- D. A new faculty member (excluding full-time temporary) with relevant, directly related teaching or non-teaching experience in instructional, technical or vocational fields, in business, libraries, counseling, or in the Armed Forces may be paid above the minimum for prior experience as defined hereinafter. Relevant, related teaching or non-teaching experience is defined as work experience as instructor or at the journeyman, technician, engineer, or trained employee level in the field for which hired. The amount of pay above minimum shall be determined by the Executive Director of Human Resources, provided that it cannot exceed an additional four (4) steps above the minimum for the salary grade under Article 14.2. The Administration will determine credit to be received.
- E. Under extraordinary circumstances, when qualified faculty members cannot be obtained because of the College's inability to match critically required specialty, the President can approve an additional four (4) steps.

#### **14.2 – Salary Schedules**

- A. **Salary Schedules**

Faculty member shall be assigned to the appropriate salary grade based on Article 14.1.

**Full-Time Tenure-track Faculty Salary Schedule  
Basic Year Contract  
Academic Years 2016-2017, 2017-2018, 2018-2019**

Step	Grade III	Grade II	Grade II+	Grade I
1	\$42,187.00	\$44,248.00	\$46,514.00	\$48,781.00
2	\$43,243.19	\$45,355.79	\$47,678.52	\$50,002.28
3	\$44,299.38	\$46,463.58	\$48,843.04	\$51,223.56
4	\$45,355.57	\$47,571.37	\$50,007.56	\$52,444.83
5	\$46,411.76	\$48,679.16	\$51,172.08	\$53,666.11
6	\$47,467.95	\$49,786.95	\$52,336.61	\$54,887.39
7	\$48,524.14	\$50,894.74	\$53,501.13	\$56,108.67
8	\$49,580.33	\$52,002.53	\$54,665.65	\$57,329.94
9	\$50,636.53	\$53,110.32	\$55,830.17	\$58,551.22
10	\$51,692.72	\$54,218.11	\$56,994.69	\$59,772.50
11	\$52,748.91	\$55,325.90	\$58,159.21	\$60,993.78
12	\$53,805.10	\$56,433.69	\$59,323.73	\$62,215.05
13	\$54,861.29	\$57,541.48	\$60,488.25	\$63,436.33
14	\$55,917.48	\$58,649.27	\$61,652.77	\$64,657.61
15	\$56,973.67	\$59,757.06	\$62,817.30	\$65,878.89
16	\$58,029.86	\$60,864.85	\$63,981.82	\$67,100.16
17	\$59,086.05	\$61,972.64	\$65,146.34	\$68,321.44
18	\$60,142.24	\$63,080.42	\$66,310.86	\$69,542.72
19	\$61,198.43	\$64,188.21	\$67,475.38	\$70,764.00
20	\$62,254.62	\$65,296.00	\$68,639.90	\$71,985.27
21	\$63,310.81	\$66,403.79	\$69,804.42	\$73,206.55
22	\$64,367.00	\$67,511.58	\$70,968.94	\$74,427.83
23	\$65,423.19	\$68,619.37	\$72,133.46	\$75,649.11
24	\$66,479.38	\$69,727.16	\$73,297.99	\$76,870.38
25	\$67,535.58	\$70,834.95	\$74,462.51	\$78,091.66
26	\$68,591.77	\$71,942.74	\$75,627.03	\$79,312.94
27	\$69,647.96	\$73,050.53	\$76,791.55	\$80,534.22
28	\$70,704.15	\$74,158.32	\$77,956.07	\$81,755.49
29	\$71,760.34	\$75,266.11	\$79,120.59	\$82,976.77
30	\$72,816.53	\$76,373.90	\$80,285.11	\$84,198.05

**Full-Time Non-Tenure-track Faculty Salary Schedule  
Basic Year Contract  
Academic Years 2016-2017, 2017-2018, 2018-2019**

	Grade III	Grade II	Grade II+	Grade I
	\$42,187.00	\$44,248.00	\$46,514.00	\$48,781.00

**B. Implementation****1. Academic Year 2016-2017**

- a. All tenure-track faculty will be assigned to the step which corresponds to their full years of service as a full-time, regular faculty member as shown below. Salaries will be effective November 1, 2016 (not retroactive).

**Years of Service Placement:**

Years of Service	Step	Years of Service	Step	Years of Service	Step
Less than 1	1	10	11	20	21
1	2	11	12	21	22
2	3	12	13	22	23
3	4	13	14	23	24
4	5	14	15	24	25
5	6	15	16	25	26
6	7	16	17	26	27
7	8	17	18	27	28
8	9	18	19	28	29
9	10	19	20	29 or higher	30

- b. Any tenure-track faculty member hired prior to Fall 2016 whose salary increase amounts to less than \$900 will receive a one-time payment equivalent to the amount required to reach \$900. Faculty must be employed at the time of implementation.
- c. Faculty whose current basic year salary exceeds the salary for the step into which they are placed will retain their current salary.
- d. Faculty hired after the beginning of, but during the Fall Term, may request that his step placement be reviewed.

**2. Academic Year 2017-2018**

- a. Each tenure-track faculty member will receive an additional step for each additional completed year as a full-time, tenure-track faculty at the college.
- b. All tenure-track faculty members shall be re-evaluated for credit for prior experience. Faculty shall be eligible for an adjustment of an additional one (1) to four (4) steps. Additional steps for prior experience will be phased in during 2017-2018 and 2018-2019. The budget allocated for prior experience credit is \$275,000 per year.
- c. All tenure-track faculty members will complete a survey that lists their prior experience. The survey will be provided by Human Resources and must be completed within two (2) weeks of receipt. The survey shall be compared to the Human Resources file for accuracy. The Executive

Director of Human Resources may require the faculty member to provide proof of the experience.

**Categories of Prior Experience will include:**

- i. Number of years of full-time teaching in higher education (1 year experience equals 1 year of full-time credit).
- ii. Number of years teaching in a secondary school, or adjunct teaching at a community college or university. Years will be calculated by semesters. Two semesters shall equal one year experience. Summer will count as one additional semester (2 years of high school or adjunct experience equals 1 year of full-time credit).
- iii. Number of years for relevant, directly related non-teaching experience. This experience must be directly related to the academic position (1 year experience equals 1 year of fulltime credit).
- iv. A maximum adjustment of four (4) steps (equivalent to 10%) will be awarded.

Faculty whose current basic year salary exceeds the salary for the step into which they are placed will retain their current salary.

**3. Academic Year 2018-2019**

- a. All tenure-track faculty will receive an additional step for each additional completed year as full-time, tenure-track faculty at the college.
- b. Faculty who have received an advancement in professional rank (in accordance with Article 6.17) to Associate Professor or Professor will receive one (1) additional step for each rank, for a maximum of two (2) steps.
- c. Faculty who have reached Step 30 will receive a one-time lump sum equivalent to one additional step for each professional rank earned.
- d. Faculty whose current basic year salary exceeds the salary for the step into which they are placed will retain their current salary.

**4. Administrators Returning to a Tenure-track Position**

Administrators returning to a tenure-track faculty position within five (5) years of separation will be placed on the salary schedule in accordance with Article 14.2. Years of service in administration will count towards years of service as a full-time regular faculty member.

**5. Non-Tenure-track Faculty**

All full-time Non-Tenure-track faculty will be paid at a flat rate in accordance with the Full-Time Non-Tenure-track salary schedule. Any 2015-2016 full-time temporary faculty who are rehired as full-time temporary faculty will retain their current salary for the duration of the contract. Any 2016-17 faculty hired before Board approval of this contract will retain their current salary.

**6. College Year Faculty**

College Year faculty salaries will be prorated based on 231 contract days from the start of the academic year. (Basic Year Salary/160\*231 = College Year Salary).

**7. Salary Implementation Limitations**

Some or all of the year two and three salary increases are contingent upon funding availability. The availability of funding could be limited by unforeseen circumstances, including but not limited to natural or man-made disaster, significant funding cuts or enrollment declines, or any other catastrophic event that cannot be reasonably foreseen.

Any funding not implemented in year two or three will be negotiated in the next contract.

**14.3 – Promotions**

**A. Criteria** – For the term of this agreement, a faculty member who meets the minimum qualifications approved by the Board and who meets the following criteria shall be promoted to a higher salary grade:

1. The faculty member must obtain the specified number of identified college credits from a regionally accredited college or university or international equivalent as verified by a College-approved credentialing agency.
2. For an instructional faculty member, the credits must be earned in those areas in which a faculty member is qualified to teach; in a second teaching, librarian, or counseling field; or in those areas directly related to or which enhance classroom instruction.
3. For a librarian or counselor faculty member, the credits must be directly related to the faculty member's field; in a second teaching, librarian, or counseling field; or in those areas directly related to or which enhance classroom instruction.

It shall be the responsibility of the faculty member to notify the Administration regarding the earning of additional credits

**B. Level II+ Masters** – A Level II+ Masters will be awarded to a faculty member who has earned at least 60 graduate semester hours in his field or in those areas directly related to or which enhance classroom instruction (including education/teaching



coursework or coursework in a separate field that can be used to credential the faculty member to teach in a separate discipline that is taught at the college).

**Compensation for Promotion** – Faculty shall receive compensation for promotion to a higher salary grade and be placed in the salary schedule in the higher salary grade.

This salary increase and the promotion to a higher salary grade shall be effective at the beginning of the next academic term in which a faculty member presented the documentation of the credits earned for a promotion.

#### 14.4 – Overload Compensation

For an overload assignment awarded in accordance with Article 8, Sections 8.3, 8.4 and 8.5, a faculty member shall receive \$73.00 per overload point for teaching overloads (except as otherwise provided for accredited Health Science Programs).

#### 14.5 – Program Manager and Coach Compensation

##### A. Program Manager Compensation

A faculty member will be compensated for performing the basic duties of a Program Manager per term as follows:

##### 1. Instructional Program Manager

- a. **Tier One** – Thirty (30) release points per Fall and Spring Terms plus \$2,100 per Fall and Spring Terms. Program Managers who perform their duties during the summer term will be compensated \$2,100 for the Summer Term. If they are available to complete their duties for a portion of the Summer Term, the compensation will be prorated.
- b. **Tier Two** – Tier Two Program Managers are defined as having responsibility for more than ninety (90) sections (equivalent to at least a minimum of 2,400 load points) per Fall or Spring semester or equal to or more than 20 adjunct faculty per Fall or Spring semester. Tier Two Program Managers shall be compensated as Tier One plus an additional thirty (30) points release time per Fall or Spring semester.

##### 2. Librarian or Counselor Program Manager

7.5 hours release time per week from normal duties to perform the on-campus duties of Program Manager Terms plus \$2,100 per Fall and Spring Terms. Program Managers who perform their duties during the summer term will be compensated \$2,100 for the Summer Term. If they are available to complete their duties for a portion of the Summer Term, the compensation will be prorated.

3. The extra compensation for Program Managers will be paid with the regular bi-weekly paycheck.

## B. Coach Compensation

The faculty member who serves as an Interscholastic Coach for the College will be compensated with 50% release time for each of the Fall and Spring Terms during which the faculty member serves as a coach.

## 14.6 - Supplemental Activity Compensation

### A. Distance Learning Course Development

Upon approval by the Director of Instructional Technology, a faculty member will be compensated points per credit hour or by additional supplemental activity agreement and/or release time for Distance Learning course development. The amount of compensation shall be mutually agreed upon in advance of the course development by the Director of Instructional Technology and the faculty member.

The supplemental agreement shall indicate the tier level agreed upon for payment. The amount of compensation will be determined by the approved recommendations of the Distance Learning Task Force (DLTF).

<p>Tier 1 - Remuneration Formula            Credit hours x 15 Load Points x Overload Point Compensation = \$</p> <ul style="list-style-type: none"> <li>• Course meets QM standards</li> <li>• Course is 100% ADA compliant</li> <li>• 80% - 100% instructor-created, original content; Ready-made materials and publisher resources are not present, or are present but 20% or less of total content.</li> </ul>
<p>Tier 2 - Remuneration Formula            Credit hours x 10 Load Points x Overload Point Compensation = \$</p> <ul style="list-style-type: none"> <li>• Course meets QM standards</li> <li>• Course is 100% ADA compliant</li> <li>• 51% - 79% instructor-created, original content; Ready-made materials and publisher resources account for less than half of total content.</li> </ul>
<p>Tier 3 - Remuneration Formula            Credit hours x 5 Load Points x Overload Point Compensation = \$</p> <ul style="list-style-type: none"> <li>• Course meets QM standards</li> <li>• Course is 100% ADA compliant</li> <li>• 21% - 50% instructor-created, original content; Ready-made materials and publisher resources account for half or more of total content.</li> </ul>
<p>Tier 4 – No Remuneration</p> <ul style="list-style-type: none"> <li>• 20% or less original content</li> </ul>
<p>Compensate faculty serving as QM internal peer reviewers.</p>

**B. Other Supplemental Activities**

A faculty member may enter into a supplemental activity agreement with the Administration for services outside of his contractual duties for the College at a compensatory rate which is mutually agreed upon between the faculty member and the Administration.

**14.7 – Substitute Teaching**

In accordance with Article 8.7, for a substitute teaching assignment of up to and including two consecutive weeks, the faculty member shall be paid at the rate of fifty dollars (\$50) per contact hour. Compensation for a substitute teaching assignment in excess of two consecutive weeks shall be paid at the established instructional overload rate prorated over the number of class meetings and retroactive to the first day of substitution.

**14.8 – Professional Conferences**

The College will encourage each faculty member to attend professional conferences. If a faculty member's request to attend a professional conference is approved, a faculty member will be reimbursed to the full extent allowed by the laws of the State of Florida for the expenses incurred.

**14.9 – Union Release Time**

The College shall provide one thirty (30) point release time in the Fall and Spring Terms to a Union representative to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

For non-instructional faculty members, time equivalent to the credit hours shall be provided as released time in the above instances.

Faculty members on release time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duty authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**HILLSBOROUGH COMMUNITY COLLEGE**

\_\_\_\_\_  
*Chairman, Board of Trustees*


\_\_\_\_\_  
*President*

**FACULTY UNITED SERVICE ASSOCIATION – UNITED FACULTY OF FLORIDA**


\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Chief Negotiator*


Appendix A: Grievance Procedure Forms

	<p><b>APPENDIX A</b> <b>GRIEVANCE PROCEDURE HISTORY</b></p>				
Grievant's Name				File #	
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Initial Date Filed					
Date Received					
Date Response Filed					
Date Response Received					
FINAL DISPOSITION (To be completed by FUSA/HCC):			DATE OF FINAL DISPOSITION:		
<p>Distribution of Copies:</p> <p>All copies and the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant and Executive Director of Human Resources.</p>					

		<b>FUSA/HCC, UFF-FEA-NEA-AFT, AFL-CIO GRIEVANCE PROCEDURE</b>		<b>FORM A</b>		
File #				Date Filed		
<b>STEP</b>						
<input type="radio"/> Circle One		<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5
Respondent's Name						
Grievant's Name			Grievant's Home Address			
Grievant's Position						
College Phone			Home Phone			
Statement of Grievance (attach additional sheets if necessary):						
Faculty Agreement Articles Violated:						
Supporting Facts (attach additional sheets if necessary):						
Relief Sought (attach additional sheets if necessary):						
Signature of Grievant			Date	<b>DISTRIBUTION OF COPIES:</b> All responses & the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant & the Exec. Dir. of Human Resources.		


		<b>FUSA/HCC, UFF- FEA-NEA-AFT, AFL-CIO GRIEVANCE PROCEDURE</b>		<b>FORM B</b>							
File #				Date Filed							
<b>STEP</b> <table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">Circle One</td> <td style="padding: 2px;">1</td> <td style="padding: 2px;">2</td> <td style="padding: 2px;">3</td> <td style="padding: 2px;">4</td> <td style="padding: 2px;">5</td> </tr> </table>						Circle One	1	2	3	4	5
Circle One	1	2	3	4	5						
Respondent's Name			Position								
<b>Reply to Grievance (attach additional sheets if necessary):</b>          											
Respondent's Signature		Date		College Phone							
<input type="checkbox"/> I accept the above decision. <input type="checkbox"/> I do not accept the above decision, but request the Association not to continue the grievance to the next level. <input type="checkbox"/> I reject the above decision and request the Association to continue the grievance through the next level.											
Signature of Grievant		Date		<b>DISTRIBUTION OF COPIES:</b> All responses & the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant & the Exec. Dir. of Human Resources.							

Appendix B: Instructional Faculty Evaluation Performance Review (available in .pdf fillable format)


	<h2 style="margin: 0;">INSTRUCTIONAL FACULTY PERFORMANCE REVIEW</h2>			
<p><b>Note: This evaluation form is applicable to instructional faculty only.</b></p>				
Name	Colleague ID (Not SSN)	Position Number	HR Processed	
			Date	By
Discipline/Area	Location <b>Select Campus</b>	Formal Observation Date		
Supervising Dean		Duration	Tenure Status <b>Tenured</b>	
<b>I. Observations</b> (to be conducted by supervising dean)				
<b>The instructor</b>	Yes	To Some Degree	No	Not Applicable
communicated clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
presented course content effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
followed scheduled time frames.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well prepared and organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
encouraged student involvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated support of student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated compatibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above attributes, provide examples of strengths noted during formal observation(s) in narrative form:				
Provide areas needing improvement, if any:				
<b>II. Additional Comments:</b>				
<b>III. Based upon this evaluation, I consider the faculty member's performance to be</b>				
<input type="checkbox"/> Satisfactory				
<input type="checkbox"/> Acceptable But Needs Improvement				
<input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).				
Supervising Dean's Signature	Date	Faculty Member's Signature <i>(Signature does not imply agreement)</i>	Date	
Distribution: Original – Personnel File Copy – Faculty Member				




Appendix C: Librarian Evaluation Performance Review (available in .pdf fillable format)

	<h2 style="margin: 0;">LIBRARIAN PERFORMANCE REVIEW</h2>			
Note: This evaluation form is applicable to librarian faculty only.				
Name	Colleague ID (Not SSN)	Position Number	HR Processed	
			Date	By
Discipline/Area	Location <b>Select Campus</b>	Formal Observation Date		
Supervising Dean		Duration	Tenure Status <b>Not Tenured</b>	
<b>I. Observations</b> (to be conducted by supervising dean)				
<b>The librarian</b>	Yes	To Some Degree	No	Not Applicable
was enthusiastic during the presentation to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the library facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of information science.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of library technologies immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above attributes, provide examples of strengths noted during formal observation(s) in narrative form:   Provide areas needing improvement, if any:				
<b>II. Additional Comments:</b>				
<b>III. Based upon this evaluation, I consider the faculty member's performance to be</b> <input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable But Needs Improvement <input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).				
Supervising Dean's Signature	Date	Faculty Member's Signature <i>(Signature does not imply agreement)</i>	Date	
Distribution: Original – Personnel File    Copy – Faculty Member				


Appendix D: Counselor Evaluation Performance Review (available in .pdf fillable format)

	<h2 style="margin: 0;">COUNSELOR PERFORMANCE REVIEW</h2>			
Note: This evaluation form is applicable to counselor faculty only.				
Name	Colleague ID (Not SSN)	Position Number	HR Processed	
			Date	By
Discipline/Area	Location <b>Select Campus</b>	Formal Observation Date		
Supervising Dean		Duration	Tenure Status <b>Tenured</b>	
<b>I. Observations (to be conducted by supervising dean)</b>				
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable
was enthusiastic during the presentation to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the college policies relevant to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of college programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of services immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above attributes, provide examples of strengths noted during formal observation(s) in narrative form:  Provide areas needing improvement, if any:				
<b>II. Additional Comments:</b>				
<b>III. Based upon this evaluation, I consider the faculty member's performance to be</b> <input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable But Needs Improvement <input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).				
Supervising Dean's Signature	Date	Faculty Member's Signature <i>(Signature does not imply agreement)</i>	Date	
Distribution: Original – Personnel File    Copy – Faculty Member				

Appendix E: Program Manager Assessment (available in .pdf fillable format)

	<h2 style="margin: 0;">APPENDIX E</h2> <h1 style="margin: 0;">PROGRAM MANAGER ASSESSMENT</h1>					
<p><i>This form is to be completed by the immediate supervising dean.</i></p>						
Program Manager's Name <input style="width: 95%;" type="text"/>	ID (Not SSN) <input style="width: 95%;" type="text"/>	Campus Select Campus <input style="width: 80%;" type="text"/>				
Program(s) Assigned <input style="width: 95%; height: 20px;" type="text"/>						
Check the letter which best reflects your assessment of the program manager on the following items: (A = Excellent, B = Very Good, C = Acceptable, D = Needs Improvement, F = Unacceptable, NA = Not Applicable)						
<b>The Program Manager</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>	<b>NA</b>
1. Is fair and equitable in the treatment of all members of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is fair and equitable in the treatment of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is knowledgeable about adjunct faculty policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is knowledgeable about the Colleague screens and fields necessary to fulfill program management functions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Helps resolve problems and identify solutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is knowledgeable about the particular problems of instruction, staffing, and scheduling that the discipline entails.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Evaluates adjunct faculty in a professional and equitable manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Schedules and staffs sections in an efficient and timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintains good communication with faculty and administration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Helps with adjunct faculty orientations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Items 11-14 are for AS program managers only.						
11. Is knowledgeable about the professional and academic aspects of the programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Works well with the advisory group or groups related to assigned programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is knowledgeable about accreditation issues related to assigned programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Represents and markets programs to potential students and/or corporate clients.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Overall, I would rate this program manager.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments <input style="width: 95%; height: 40px;" type="text"/>						
Supervising Dean's Signature	Date	Program Manager's Signature	Date			
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>			
Distribution: Original to HR    Copy to Dean    Copy to Program Manager						

Appendix F: Student Evaluation of Faculty



STUDENT EVALUATION OF FACULTY

This questionnaire will provide you the opportunity to express how effectively you believe your instructor has performed in some aspects of teaching. You can help promote good instruction by evaluating the teaching of this course. Completion of this evaluation will not affect your grade. **PLEASE DO NOT SIGN YOUR NAME!**

**MARKING INSTRUCTIONS**

- Use a No. 2 pencil or a blue or black ink pen only.
- Do not use pens with ink that soaks through the paper.
- Make solid marks that fill the response completely.
- Make no stray marks on this form.

CORRECT: ● INCORRECT: ✗ ☹ ☹

**SECTION #**

0	0	0	0	0
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9

**\*Please indicate the section number of this class.**

**Section A:** Please indicate your level of agreement with the following items related to the *instructor* for this course. This instructor:

		Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
1. motivated me to learn.	SA	A	NA	D	SD	
2. communicated enthusiastically about the subject.	SA	A	NA	D	SD	
3. increased my subject knowledge and/or skills.	SA	A	NA	D	SD	
4. effectively stimulated critical or technical thinking.	SA	A	NA	D	SD	
5. was available for individualized communication.	SA	A	NA	D	SD	
6. communicated full explanation of assignments.	SA	A	NA	D	SD	
7. followed scheduled time frames.	SA	A	NA	D	SD	
8. communicated clearly and effectively.	SA	A	NA	D	SD	
9. presented course content effectively.	SA	A	NA	D	SD	
10. was organized and well prepared.	SA	A	NA	D	SD	
11. provided exam results within reasonable time.	SA	A	NA	D	SD	
12. graded reasonably and fairly according to the syllabus policies and procedures.	SA	A	NA	D	SD	
13. consistently followed the syllabus.	SA	A	NA	D	SD	
14. provided a syllabus which clearly presented grading policies and procedures.	SA	A	NA	D	SD	
15. communicated with students in a timely manner.	SA	A	NA	D	SD	
16. will be recommended by me to other students.	SA	A	NA	D	SD	

**Section B:** Please indicate your level of agreement with the following items related to this *course*:

17. The course schedule and pace were effective.	SA	A	NA	D	SD
18. The learning materials in this course were useful to me.	SA	A	NA	D	SD

**Section C:** Please indicate your level of agreement with the following item related to this *institution*:


19. My educational experience at HCC, to date, has been satisfactory.	SA	A	NA	D	SD
---	----	---	----	---	----

**PLEASE TURN PAGE OVER TO COMPLETE THIS SURVEY.**

>>>>>



Appendix G: Request for Advancement in Professional Rank

	<b>Appendix G</b> <b>REQUEST FOR ADVANCEMENT IN PROFESSIONAL RANK</b>	
<b>SECTION I</b> Faculty member completes section I and II and forwards to Vice President of Academic Affairs		
Faculty member's name: <input type="text"/>	Colleague ID Number <input type="text"/>	
Current rank: <input type="text"/>	Rank Requested: <input type="text"/>	
Signature: <input type="text"/>	Date: <input type="text"/>	
<b>Section II: Peer Recommendations</b> Faculty member lists names of peers offering written recommendations and includes those recommendations.		
(Two required)	1. Peer recommendation: <input type="text"/>	2. Peer recommendation: <input type="text"/>
<b>ADMINISTRATIVE USE ONLY</b>		
<b>Section III: Records review by Human Resources Department</b> Verification of years of service and current rank		
Date of Hire as Full-time Regular Faculty: <input type="text"/>	Years of Service as full-time regular faculty: <input type="text"/>	
Current rank: <input type="text"/>	Current rank date: <input type="text"/>	

2-030 (06/17)

### Section IV: Review by Professional Rank Committee

Verification that faculty member has met the criteria and has distinguished himself by presenting documented evidence of significant and/or exemplary contributions to the college.

1. Satisfactory evaluations for the five (5) years prior to applying for rank	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Successful completion of post-tenure review or equivalent	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Letters of recommendation from two peer members	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Documented evidence of significant continuing contributions in each of the following areas, or exemplary in one or more areas: a. Contributions in College or educational committees Comments:  b. Contributions to the department, the College, or the profession Comments:  c. Participation in professional development activities Comments:  d. Contributions to community groups or projects Comments:	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### Recommendation from Chair, Vice President of Academic Affairs:

I certify that the activities submitted constitute continuing significant and/or exemplary contributions.

Recommend promotion to the rank of:     Associate Professor     Professor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Section VI: Approval by the President

The recommended professional rank is hereby approved.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2-1-030 (06/17)

## **Appendix G: Request for Advancement in Professional Rank**

### **Instructions and Guidelines to Faculty**

In accordance with Article 6.17, faculty who distinguish themselves through continuing contributions to the College, deemed significant and/or exemplary, may apply for an advancement in rank to Associate Professor and Professor, and, if the rank is approved, be awarded an additional pay step for each rank earned.

Faculty must meet the following minimum qualifications:

#### **Associate Professor:**

- A minimum of ten (10) years of full time regular faculty service to the College
- Satisfactory evaluations for the five (5) years prior to applying for the rank
- Successful completion of post-tenure review
- Documented evidence of significant continuing contributions

#### **Professor:**

- A minimum of fifteen (15) years of full time regular faculty service to the College
- Satisfactory evaluations for the five (5) years prior to applying for the rank
- Successful completion of post-tenure review
- Documented evidence of significant continuing contributions

- Note: 1. Faculty who have not completed the post-tenure review process must demonstrate equivalency by including in their rank portfolio their student evaluations and end of year verifications as required for post-tenure review for the five (5) years prior to applying to applying for rank.
2. Faculty who have 15+ years of service with at least 10 years of significant continuing contributions since earning tenure may for both ranks consecutively.

#### **The Rank Portfolio:**

To apply for rank, faculty must submit an application along with a portfolio.

The portfolio must contain the following:

1. Application (Appendix G: Request for Advancement in Professional Rank)
2. Cover letter/narrative detailing significant contributions (no more than 1000 words)
3. Letters of recommendation from two peer members
4. List of significant contributions in each of the following areas, or exemplary contributions in one or more areas, along with supporting documentation where appropriate:
  - a. Contributions in College or educational committees;
  - b. Contributions to the department, the College or the profession;
  - c. Participation in professional development activities.
  - d. Contributions to community groups or projects;
5. Copies of satisfactory faculty evaluations
6. Evidence of completed post-tenure review

2-1-030 (06/17)




**Implementation and Application:**

1. Effective Fall 2017, faculty who meet the criteria may apply for rank. Applications and portfolios must be submitted to the Vice President of Academic Affairs by November 1.
2. Faculty who can demonstrate they previously earned rank via submission of a rank portfolio and approval of by a professional rank committee will be awarded the corresponding pay steps, for a maximum of two steps.
3. Faculty who previously earned rank without a portfolio or approval by a professional rank committee may keep their current rank, albeit without the corresponding pay steps. However, faculty may reapply for rank using the new criteria and earn the additional pay steps.
4. Faculty who are awarded rank but have already reached Step 30 will receive a one-time lump sum equivalent to one additional step for each professional rank earned.


<b>Rank Timeline</b>	
<i>Exception: If a timeline date falls on a holiday, break day, or weekend, the timeline date shall be the immediate business day prior.</i>	
By November 1	Faculty member submits <i>Request for Advancement in Rank</i> and rank portfolio to the Vice President of Academic Affairs
By March 31	The Professional Rank Committee makes recommendations to the College President
By May 1	The College President or designee provides written notice to the faculty whether or not they will be awarded rank.
At the start subsequent fall term	New rank and pay steps go into effect.

2-1-030 (06/17)

Appendix H: Request for Transfer by Tenured Faculty to Internal Vacancy

	<p><b>APPENDIX H</b></p> <p><b>REQUEST FOR TRANSFER</b>  <b>by TENURED FACULTY to</b>  <b>Internal Vacancy</b></p>	
<p>To apply for transfer, this form must be received in Human Resources by the close date on the job posting on the College's Web site, or five business days, whichever is greater. <i>(Please select one.)</i></p> <p> <input type="checkbox"/> Within same discipline             <span style="margin-left: 200px;"><input type="checkbox"/> From one discipline to another</span> </p>		
Name <i>(Please print)</i>	Discipline	Campus
I would like to request a transfer to: <i>(Campus)</i>		Position in the discipline of:
Date of previous transfer, if any:	Signature	Date
<p>Distribution:      Original: Human Resources Employment Office                  Copy:              Current Dean</p>		
<p>Human Resources:</p> <p>1. Verification of <input type="checkbox"/> previous transfer date and <input type="checkbox"/> most recent satisfactory performance evaluation by: _____; and <input type="checkbox"/> qualifications by: _____.</p> <p>2. Original forwarded to Prospective Campus President on: _____ (Date).</p>		
<p>Prospective Campus President or Dean:</p> <p>3. Transfer approved by: _____ on _____.</p> <p>4. Transfer denied by: _____ on _____.</p> <p>5. Original sent to Human Resources Employment Office; copies to VP Academic Affairs, Faculty Member's Current Dean, &amp; Faculty Member on _____ (Date).</p>		
2-1-027 (8/07)		

Appendix I: Notification of Outside Employment

		<b>APPENDIX I</b>  <b>NOTIFICATION OF OUTSIDE EMPLOYMENT</b>	
<i>Employee should complete parts 1 and 2, then forward this form to his/her immediate supervisor. Supervisor should read, sign in part 3, and distribute form as indicated below.</i>			
<b>Part 1 Employee Information</b>			
Name:		Colleague ID Num or SSN:	
Position Title:		Supervisor's Name:	
Department:		Campus:	
<b>Part 2 Outside Employer Information</b>			
Employer Name		Type of Business	
Physical Location (address)	Dates of Employment From: To:	Work hours per week	
Title	Supervisor Name	Supervisor Phone	
Brief Description of duties.			
This is to inform you that I am employed outside of the College as described above.		Signature:	Date:
<b>Part 3 HCC Supervisor's Acknowledgement</b>			
Remarks	Signature	Date:	
Original to: Supervisor		Copy to: Campus/District Official, Human Resources, Employee	

0-0-011 (04/08)

Appendix J: Application for Tenure (Continuing Contract) and Authorization of Tenure Committee to Review Limited Access File



APPLICATION FOR TENURE (CONTINUING CONTRACT)  
and  
AUTHORIZATION OF TENURE COMMITTEE TO REVIEW LIMITED ACCESS FILE

To:

From:

Date:

I hereby submit for your consideration and forwarding to the Campus and College-Wide Tenure Committees this memorandum of application for tenure (continuing contract).

Additionally, I authorize the duly appointed members of the Hillsborough Community College Tenure Committee(s) to review any materials in my "limited access" personnel file. It is understood that any such review of my confidential file is to be done only to gather information relative to my eligibility for tenure. Such information is to be considered as confidential and may only be discussed among members of the tenure committee(s) during their regularly scheduled meeting(s).


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Original Copy to College-wide Tenure Committee


2-1-012 (8/07)

## Appendix K: Tenure Timeline


	<p style="text-align: center;"><b>APPENDIX K</b></p> <p style="text-align: center;"><b>TENURE TIMELINE</b></p> <p><i>Exception: If a timeline date falls on a holiday, break day, or weekend, the timeline date shall be the immediate business day prior.</i></p>
TIMELINE	ACTION
By October 1	Faculty member submits <i>Application for Tenure (Continuing Contract) and Authorization of Tenure Committee to Review Limited Access File</i> form.
By January 10	Faculty member submits portfolio to immediate supervising dean.
By February 15	Campus Tenure Committee makes recommendation to campus president.
By February 20	<p>If approved, recommendation of campus tenure committee goes to college tenure committee.</p> <p>The campus president or designee provides written notice to the faculty member that his or her name is or is not being submitted to the College-wide committee for tenure.</p>
By March 15	The campus president informs applicable faculty members in writing of intent <u>not</u> to renew their contracts for the following year (this deadline pertains to all faculty).
By April 1	College-Wide Tenure Committee makes recommendation to vice president for academic affairs.
By April 15	Vice president makes recommendation to college president.
Before MAY BOT meeting	<p>The College president recommends to the BOT.</p> <p>The campus president or designee provides written notice to the faculty member that his or her name is or is not being submitted to the BOT for tenure.</p>
By May BOT meeting	Tenure approval.
By week after BOT meeting	College president informs each candidate in writing of the BOT's decision.

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## Appendix M: UFF-PAC Payroll Deduction Authorization Form

	<b>APPENDIX M</b>  <b>UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM</b>	
<b>United Faculty of Florida – Political Action Committee</b> <b>306 East Park Avenue</b> <b>Tallahassee, FL 32301</b> <b>850-224-8220</b>		
<i>College:</i>	<i>Department:</i>	
<i>Name:</i>		
<i>Address:</i>		
<i>City:</i>	<i>State:</i>	<i>Zip:</i>
<p><b>UFF-PAC Payroll Deduction</b></p> <p>I authorize the HCC-BOT, through the College, to deduct from my pay, starting with the first full bi-weekly pay period commencing not earlier than seven (7) full days from the date this authorization is received by the College, contributions to the UFF-Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.</p> <p>The above deduction authorization shall continue until either revoked by me through written notice to my College Human Resources Office or my transfer out of this bargaining unit.</p>		
_____ Member's Signature	_____ Date	

Appendix N: Basic Duties of Program Manager

	<p><b>APPENDIX N</b></p> <p><b>BASIC DUTIES OF A PROGRAM MANAGER</b></p>
<p><b>Under the supervising dean or administrator, assumes a leadership role in curriculum development, evaluation and revision.</b></p>	
<ul style="list-style-type: none"> <li>• Assists the dean in the scheduling and staffing of classes.</li> <li>• Assists the dean in the recruiting, interviewing and hiring of adjunct faculty.</li> <li>• Assists the dean in the orientation and supervision of adjunct faculty.</li> <li>• Assists the dean in the evaluation of adjunct faculty.</li> <li>• Assists the dean in responding to student issues and complaints related to adjunct faculty.</li> <li>• Assists the dean in arranging for substitutes when necessary.</li> <li>• Assists in Program Review.</li> </ul>	
<p><b>For Allied Health and Technical Programs when necessary.</b></p>	
<ul style="list-style-type: none"> <li>• Develops, evaluates, revises, and reviews program requirements to assure that the program is in compliance with external agency accreditation requirements and aids in the preparation of materials for the accreditation and reaffirmation of accreditation with such agencies.</li> <li>• Recommends sites for the development of affiliation agreements to be entered into by the College to provide practical experiences for the students in the program manager’s discipline.</li> <li>• Develops, evaluates and recommends activities and concerns relative to student recruitment which are supportive of the recruitment efforts for a program.</li> </ul>	
<p><b>For Library Faculty. Under the supervising dean or administrator, assumes a leadership role in library program.</b></p>	
<ul style="list-style-type: none"> <li>• Coordinates scheduling of library instruction sessions.</li> <li>• Assists the dean in recruiting, interviewing, and hiring adjunct librarians.</li> <li>• Assists the dean in orientation and supervision of adjunct librarians.</li> <li>• Assists the dean in evaluation of adjunct librarians.</li> <li>• Assist in Program Review and other administrative reporting on campus library program (SACS, unit plan, etc.).</li> <li>• Assists Dean and DLTS with Integrated Library Management System coordination for campus library.</li> <li>• Assists Dean by serving as liaison with OIT and DLTS to ensure library technology is updated and sufficient to support the library program.</li> <li>• Coordinates the management of User Interface and library website or other library management needs.</li> </ul>	



Appendix O: Tenure Progress Evaluation (available in .pdf fillable format)

	<h2 style="margin: 0;">APPENDIX O</h2> <h3 style="margin: 0;">TENURE PORTFOLIO PROGRESS EVALUATION</h3>	
<b>Name:</b>	<b>Discipline:</b>	<b>Location:</b> Select Campus
<b>Date of Hire:</b>	<b>Term:</b>	<b>Supervising Dean:</b>
<i>Participation in college or educational committees (list committee and documentation provided)</i>		
<i>Professional Development (list activity, number of hours, and documentation provided)</i>		
<i>Participation in community groups or projects (list group or project and documentation provided)</i>		
<i>Contributions to the profession (list contribution and documentation provided)</i>		
<p>Based on this evaluation, I consider the faculty member's tenure portfolio progress to be:</p> <p style="text-align: center;"> <b>Satisfactory:</b> _____                      <b>Needing Improvement:</b> _____         </p> <p><i>Specify area and quantitative lack in the following areas:</i></p>     		
<p>_____  <b>Supervising Dean's Signature:</b>            Signature does not indicate any guarantee of a continuing contract.</p>		<p>_____  <b>Date:</b></p>
<p>_____  <b>Faculty member's Signature:</b></p>		<p>_____  <b>Date:</b></p>

## Appendix P: Tenure Committee Checklist

**TENURE COMMITTEE CHECKLIST**

Tenure Candidate: \_\_\_\_\_ Term: \_\_\_\_\_

Campus: \_\_\_\_\_ Academic Dean: \_\_\_\_\_

1. **Evaluations of Faculty Completed by the Administration: (provided by the dean)**

Article 9.1.B.2.b of the HCC/FUSA contract states that each non-tenured faculty member will be evaluated once each fall and spring term. Failure of the supervising dean to evaluate a non-tenured faculty member as required by the contract shall be conclusive proof that the faculty member's performance is considered "satisfactory" for that term.

<b>1<sup>st</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>2<sup>nd</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>3<sup>rd</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>4<sup>th</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>5<sup>th</sup> Year</b>	Fall	<input type="checkbox"/>		

2. **Professional Contributions: (completed by faculty member: file copies provided by the dean)**

As a part of the Faculty End of Year verification, a faculty member submits information once per year on his or her professional accomplishments to the institution and certifying that he has met all of his scheduled classes and posted office hours except when on approved leave.

<b>1<sup>st</sup> Year</b>	<input type="checkbox"/>
<b>2<sup>nd</sup> Year</b>	<input type="checkbox"/>
<b>3<sup>rd</sup> Year</b>	<input type="checkbox"/>
<b>4<sup>th</sup> Year</b>	<input type="checkbox"/>
<b>5<sup>th</sup> Year</b>	<input type="checkbox"/>

3. **Student Evaluation of Instructional Faculty (provided by the dean)**

Article 6.16.F of the contract states that the dean will ensure that copies of student evaluations of the candidate are kept on file at the campus for review by the tenure committees and the college president.

<b>1<sup>st</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>2<sup>nd</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>3<sup>rd</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>4<sup>th</sup> Year</b>	Fall	<input type="checkbox"/>	Spring	<input type="checkbox"/>
<b>5<sup>th</sup> Year</b>	Fall	<input type="checkbox"/>		

4. **The Portfolio:**

Article 6.16.E.1 of the contract states that the tenure candidate must maintain a tenure portfolio to be submitted as part of the tenure process.

A. The portfolio must contain copies of the faculty member's evaluations completed by the Administration and copies of the Student Evaluation of Instructional Faculty summary reports. The portfolio may contain other relevant feedback, including but not limited to, recommendations from faculty and administrators. The portfolio must also contain documented evidence of continuing contributions and/or participation in the following four (4) areas:

### 1. Documented evidence of participation in college or educational committees

<b>Year One</b> – One (1) committee in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b> – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b> – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b> – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b> – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: on a continued or annual basis, cluster sub-committees, task forces, SACS committees, textbook or curriculum committees, AS program advisory committees, college-wide or campus committees, screening committees, institutional and campus advisory councils. Note: A committee must consist of two or more members.

Examples of documentation: minutes from committee(s) in which the faculty member participated and/or letters from committee chairmen confirming the faculty member's participation.

Category

Documentation Provided

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### 2. Documented evidence of participation in professional development activities as specified in Article 9.2.B.

#### a. Documented evidence of participation in college faculty development activities for a minimum of ten (10) hours per year.

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: Attendance at workshops, faculty presentations, seminars, conferences; recertification, maintenance of licensure, undergraduate/graduate courses. Note: The 10 hours per year of college faculty development activities may include, but not be limited to, undergraduate, graduate or dissertation hours (where 1 credit hour = 15 faculty development hours).

#### b. Documented evidence of participation in ten (10) distinct faculty development modules related to the community college in higher education or to college teaching.

The modules can be earned throughout the five year period, provided they are completed before the faculty member submits his tenure portfolio. As an alternative, graduate-level courses in the community college in higher education or in college teaching will be considered and must be approved by the Vice President of Academic Affairs or his designee.

Total of 10 modules over the course of Years 1 - 5

Yes  No

Category

Documentation Provided

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### 3. Documented evidence of contributions to the Department, College, or Profession:

<b>Year One</b> – one (1) contribution	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b> – two (2) contributions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b> – two (2) contributions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b> – two (2) contributions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b> – two (2) contributions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: Working on special projects, grants, program reviews, etc. for the department or the college; presenting at college or faculty development workshops; grant writing; professional publications; attending professional conferences and sharing best practices; club advisors; course coordinators; other contributions to the college such as volunteering at graduation, campus beautification.

Examples of documentation: copies of the books, articles, and multi-media publications; workshop, seminar, and or conference program(s) confirming participation; letters of appreciation or invitation verifying participation.

Category

Documentation Provided

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### 4. Documented evidence of participation in Community groups or projects for a minimum of five (5) hours per year.

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: Participation in the community, such as mentoring or tutoring students; participation in groups or events or activities sponsored by the Red Cross, American Cancer Society, United Way, etc.; service on board(s) or community-oriented organizations, youth activities. Participation in community service should be voluntary and non-paid.

Examples of documentation: letters of appointment, minutes of meetings, certificates or letters of appreciation. Local media (newspapers, etc.) accounts of the event denoting tenure candidate's participation; evidence of awards received for services rendered.

2-1-117 (06/17)

Category

Documentation Provided

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**FILE IS COMPLETE**

**FILE IS INCOMPLETE**

**D. Tenure Committee Interview Question(s):**

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COMMENT(S) (Note: comments recorded in this document will be part of public record)


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Appendix Q: End of Year Verification Instructional Faculty (available in .pdf fillable format)

	<b>END OF YEAR VERIFICATION Instructional Faculty</b>		
	<i>Submitted in accordance with the current HCC-FUSA Agreement</i>		
Name	Colleague ID (Not SSN)	Discipline	HR Processed
			Date <span style="margin-left: 20px;">By</span>
Current Campus Select Campus	Dean	Academic Year	
<b>I. Faculty Report on Primary and Other Responsibilities:</b>			
A. Attended all scheduled classes except when on approved leave.			<input type="checkbox"/> Yes
B. Attended required scheduled in-service activities except when on approved leave.			<input type="checkbox"/> Yes
C. Maintained required office hours, except when on approved leave, and was available for additional office hours by appointment.			<input type="checkbox"/> Yes
D. Participated in developing, revising and implementing a course or program as needed.			<input type="checkbox"/> Yes
E. Attended all required scheduled district-wide, campus-wide and area meetings unless on approved leave.			<input type="checkbox"/> Yes
F. Developed a syllabus that clearly defined the grading policy which enabled the student to determine how the course grade would be calculated.			<input type="checkbox"/> Yes
G. Developed a syllabus that clearly defined course outcomes.			<input type="checkbox"/> Yes
H. By the end of the second week of class, distributed the syllabus to students and provided the dean with a copy.			<input type="checkbox"/> Yes
I. Endeavored to provide accommodation for disabled students as recommended by the coordinator of services for students with disability.			<input type="checkbox"/> Yes
J. Attended graduation unless excused or on approved leave.			<input type="checkbox"/> Yes
<b>II. Faculty Report on Contributions</b> College or Educational Committees			
Contributions to the Department, College, or Profession			




Appendix R: End of Year Verification Librarian Faculty (available in .pdf fillable format)

	<b>END OF YEAR VERIFICATION Librarian Faculty</b>		
	<i>Submitted in accordance with the current HCC-FUSA Agreement</i>		
<i>Name</i>	<i>Colleague ID (Not SSN)</i>	<b>Librarian Discipline</b>	HR Processed
			<i>Date</i> <i>By</i>
<i>Current Campus</i> Select Campus	<i>Dean</i>		<i>Academic Year</i>
<b>I. Librarian Report on Primary and Other Responsibilities:</b>			
A. Maintains required work hours scheduled by the library faculty's supervising dean for the campus.			<b>Yes</b>
B. Attended required scheduled in-service activities except when on approved leave.			<b>Yes</b>
C. Participated in collection development and maintenance.			<b>Yes</b>
D. Served as cluster officer or on cluster subcommittee when needed.			<b>Yes</b>
E. Attended all cluster meetings unless on approved leave or fulfilling a previously scheduled college or academic-related commitment or medical appointment.			<b>Yes</b>
F. Attended all required scheduled district-wide, campus-wide and area meetings unless on approved leave.			<b>Yes</b>
G. Provided library services to students in a professional manner.			<b>Yes</b>
H. Endeavored to provide accommodation for disabled students as recommended by the coordinator of services for students with disability.			<b>Yes</b>
I. Attended graduation unless excused or on approved leave.			<b>Yes</b>
<b>II. Librarian Report on Contributions</b> College or Educational Committees			
Contributions to the Department, College, or Profession			






Appendix S: End of Year Verification Counseling Faculty


	<b>END OF YEAR VERIFICATION Counseling Faculty</b>		
	<i>Submitted in accordance with the current HCC-FUSA Agreement</i>		
<i>Name</i>	<i>Colleague ID (Not SSN)</i>	<b>Counseling Discipline</b>	HR Processed
			<i>Date</i> <i>By</i>
<i>Current Campus</i> Select Campus	<i>Dean</i>		Academic Year
<b>I. Counselor Report on Primary and Other Responsibilities:</b>			
A. Maintains required work hours scheduled by the counseling faculty's supervising dean for the campus.			<input type="checkbox"/> Yes
B. Attended required scheduled in-service activities except when on approved leave.			<input type="checkbox"/> Yes
C. Participated in student development activities, such as test anxiety seminars, student success strategies, drug abuse seminars, and counselor-to-counselor articulation workshops.			<input type="checkbox"/> Yes
D. Served as cluster officer or on cluster subcommittee when needed.			<input type="checkbox"/> Yes
E. Attended all cluster meetings unless on approved leave or fulfilling a previously scheduled college or academic-related commitment or medical appointment.			<input type="checkbox"/> Yes
F. Attended all required scheduled district-wide, campus-wide and area meetings unless on approved leave.			<input type="checkbox"/> Yes
G. Provided counseling services to students in a professional manner.			<input type="checkbox"/> Yes
H. Endeavored to provide accommodation for disabled students as recommended by the coordinator of services for students with disability.			<input type="checkbox"/> Yes
I. Attended graduation unless excused or on approved leave.			<input type="checkbox"/> Yes
<b>II. Counselor Report on Contributions</b> College or Educational Committees			
Contributions to the Department, College, or Profession			



## Appendix T: Faculty Performance Improvement Plan

		<b>FACULTY PERFORMANCE IMPROVEMENT PLAN</b>			
		<i>Name</i>	<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>	HR Processed
				<i>Date</i>	<i>By</i>
<i>Discipline/Area</i>	<i>Location</i>	<i>Supervising Dean</i>			
<i>Pre-Evaluation Conference Date</i>	<i>Formal Observation Date</i>	<i>Duration</i>	<i>Tenure Status</i>		
			<b>Tenured</b>		
Relative to the Primary and Other Responsibilities, provide areas needing improvement:					
<p><b>Plan of Action:</b></p> <p><b>A. Time-frame set for determining improvement:</b></p> <p><b>B. Consequences, if no improvement:</b></p>					

Appendix U: Faculty Self-Assessment/Faculty Goal Setting Plan



**Faculty Self-Assessment**  
**FACULTY GOAL-SETTING PLAN**  
 For Academic Year: 20xx-20xx

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Faculty Name Employee ID

Reporting Campus: Cluster:  
 Reporting Dean: Discipline/Program:

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**Faculty Goal Area:**

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**Goal:**

Areas of Broad Interest:

Improving Teaching/Learning Skills     Technological Innovation   
 Improving Assessment Strategies     Diversity     Other

Target Date:

Recommendation from a program review or external accreditation

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*This goal relates to the following:*

College Goal:  
 Strategic Initiative:  
 Dean Unit Objective:  
 Campus Objective:  
 Cluster Outcome:  
 Student Learning Outcome:  
 Other Goals/Initiatives Addressed by Objective:

Expected Outcome	Means of Assessment	Results of Assessment


Status: Status Date:

Use of Assessment Results:

Note that this form is produced electronically when the faculty member completes goals on the Faculty Planning System.

## Appendix V: Post Tenure Review Form

### Appendix V Post Tenure Review

	<b>POST TENURE TIMELINE</b> <i>Exception: If a timeline date falls on a holiday, break day, or weekend, the timeline date shall be the immediate business day prior.</i>
<b>TIMELINE</b>	<b>ACTION</b>
By the end of April	Faculty undergoing post-tenure review for the subsequent academic year will be notified at the end of the spring term of the preceding academic year.
By September 30	Faculty turn in to their deans their post-tenure review folders as specified in the instructions that follow.
By October 10	The deans turn in faculty folders to the campus presidents (this allows a month and a half to resolve missing documents, etc.)
By November 10	The campus tenure committees review the faculty folders starting October 7 and return their recommendations and folders to the campus presidents by November 7
By November 30	The deans review the folders beginning November 1 and provide their recommendations to their campus presidents by November 30.
By the end of the term	By the end of the fall term, campus presidents provide their recommendations to the Vice President for Academic Affairs.
January BOT	Post-tenure approval or other decision as appropriate.
By week after BOT meeting	College president informs each candidate in writing of the BOT's decision.

#### Instructions to Faculty

Forms will be provided for the five years prior to the year of review. Organize all forms in one manila folder and deliver to the dean. The dean will provide his portion, and the combined post-tenure review folder will go to the Campus Tenure Committee. Note that you are listing participation in each area on the End of Year Forms; you do not have to provide original documentation or signatures as proof of participation.

1. **Faculty Performance Reviews:** Provided by the dean
2. **Student Evaluation (Summaries):** Provided by administration (dean responsible for including in the packet)
3. **Faculty Development:** Provided by the faculty. For years prior to 2014, if you have end-of-term reports and/or faculty development reports, provide these reports.. Do not recreate forms unless you wish to do so. In 2014 and thereafter, the End of Year form will be used to satisfy this area.
4. **Contributions to the College, Department or Profession:** Provided by the faculty. For years prior to 2014, if you have end-of-term reports, provide these reports. Do not recreate forms unless you wish to do so. In 2014 and thereafter, the End of Year form will be used to satisfy this area.
5. **Contributions to the Community:** Provided by the faculty. For years prior to 2014, if you have end-of-term reports, provide these reports. Do not recreate forms unless you wish to do so. In 2014 and thereafter, the End of Year form will be used to satisfy this area.
6. **Faculty Goal-Setting Plan:** Provided by the faculty. For years prior to 2014, if you have faculty goal-setting reports, provide these reports. In 2014 and thereafter, the Goal-Setting Reports from the College Planning System will be used to satisfy this area.

**POST-TENURE REVIEW FORM  
APPENDIX V**

Faculty: \_\_\_\_\_

Year: \_\_\_\_\_

Campus: \_\_\_\_\_ Academic Dean: \_\_\_\_\_

1. **Faculty Performance Reviews: (provided by the dean)**

Article 9.1.B.1 of the HCC/FUSA contract states that each full-time faculty member will be evaluated once each year. Failure of the supervising dean to evaluate a full-time faculty member as required by the contract shall be conclusive proof that the faculty member's performance is considered "satisfactory" for that term.

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2. **Student Evaluation (Summaries) of Instructional Faculty (provided by administration)**

Article 9.1.C of the contract states students shall complete a formal student evaluation questionnaire for instructional faculty members on the Student Evaluation for Full-Time Faculty form. Article 9.4.A of the contract states that the administration will provide the student evaluations (effective 2014-2015). Failure of administration to provide documentation for 2014-2015 and thereafter shall be conclusive proof that the faculty member had satisfactory student evaluations for that year.

(Evaluations required for only 2014-2015 and thereafter)

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

3. **Faculty Development (documented by the faculty).**

Article 9.2 of the contract states that faculty will participate in a minimum of ten (10) hours of faculty development activities each year. This will be recorded by the faculty member on the End of Year Verification form (effective 2014-2015).

(Forms required for only 2014-2015 and thereafter)

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. **Contributions to the College, Department or Profession (documented by the faculty)**

Article 9.4.A of the contract states that faculty will have documented contributions to the college or department. This may include committees and will be documented on the End of Year Verification form (effective 2014-2015).

(Forms required for only 2014-2015 and thereafter)

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

5. **Contributions to the Community (documented by the faculty)**

Article 9.4.A of the contract states that faculty will have documented contributions to the community. This will be documented on the End of Year Verification form (effective 2014-2015).

(Forms required for only 2014-2015 and thereafter)

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



6. **Faculty Goal-Setting Plan**

Article 9.4.A of the contract states that faculty will provide the Faculty Self-Assessment/Faculty Goal-Setting Plan (effective 2014-2015).

(Forms required for only 2014-2015 and thereafter)

<b>Year One</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Two</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Three</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Four</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Year Five</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Campus Tenure**

**Committee Recommendation:**

- Satisfactory
- Satisfactory, with minor deficiencies (provide recommendations below)
- Unsatisfactory, with serious deficiencies (recommend Performance Improvement Plan)

Recommendations \_\_\_\_\_

**Campus Tenure Committee Chair Signature** \_\_\_\_\_

**Date**

**Dean Recommendation**

- Satisfactory
- Satisfactory, with minor deficiencies (provide recommendations below)
- Unsatisfactory, with serious deficiencies (recommend Performance Improvement Plan)

Recommendations \_\_\_\_\_

**Dean Signature** \_\_\_\_\_

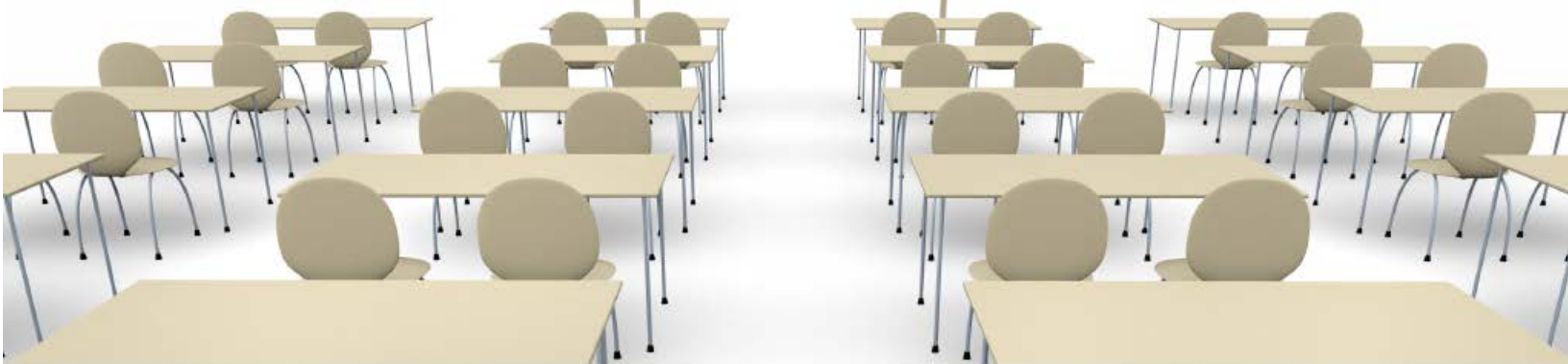
**Date**

# Agreement between the District Board of Trustees of Palm Beach State College and the United Faculty of Palm Beach State College

July 1, 2014—June 30, 2017



**PALM BEACH STATE**  
**COLLEGE**





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## **Preamble**

This agreement is entered into by and between the District Board of Trustees (Board) and the United Faculty of Palm Beach State College hereafter referred to as the Union.

The mission of Palm Beach State College is to create and sustain a dynamic teaching and learning environment that provides a high-quality, accessible, affordable education preparing students to contribute and compete ethically and successfully in a diverse global community. The Board and the Union support the College's mission. Each acknowledges the responsibility, roles, and obligations of the other toward meeting this mission.

## **Article I Recognition**

Section A: The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to all wages, hours, working conditions, and conditions of employment for all full-time Instructors (Instructional Faculty), all full-time Counselors, all full-time Librarians, all full-time Post Secondary Adult Vocational Instructors (PSAV Instructors), and Assistant Directors of Library Services employed by it.

Section B: It is understood and agreed that the Union shall have the right to represent bargaining unit members in processing grievances (as defined later in this Agreement) through the grievance procedure, subject to the limitations contained in the Florida law.

Section C: The Union shall represent all members of the bargaining unit actively employed at the College or on authorized leave, so long as they continue to have employment relationships with the College.

Section D: The Board will not recognize the Union as the exclusive bargaining agent for any employees except those referred to in Section A above, in the absence of a proper certification.

Section E: If a dispute arises during the term of this Agreement as to whether any position is within the bargaining unit described in Section A, that dispute will be subject to resolution through normal legal procedures.

## **Article II Definitions**

For the purpose of this Agreement, the following definitions apply:

Section A: Board shall mean the District Board of Trustees of Palm Beach State College.

Section B: Employer shall mean the District Board of Trustees of Palm Beach State College, Florida.

Section C: The Union shall mean the United Faculty of Palm Beach State College.

Section D: Bargaining Unit shall mean the unit described in Article I, Section A.

Section E: Bargaining unit member shall mean an employee with the bargaining unit.

Section F: Full-time shall mean being assigned to duties requiring a minimum of 35 or 40 duty hours a week during any term, depending on individual contract length.

Section G: Instructional Faculty shall mean full-time teachers of AA, AS, AAS, and BAS courses.

Section H: PSAV Instructors shall mean full-time teachers of PSAV courses.

### **Article III Union Rights**

Section A: Upon request of the President of the Union, the President of the College shall supply or shall cause to be supplied any and all information to the extent required by law which may be necessary for the Union to process any grievance or complaint.

Section B: During the term of this Agreement, the Employer will not withhold from the Union (or its designated representative) any information to which it is entitled under Florida law. The Vice President of Administration and Business Services will see to it that this Section is complied with. The College will continue, as in the past, to deposit documents of interest to bargaining unit members in the library from time to time, and generally in the same manner as in the past.

Section C: All Associate Deans will upon request share with the President of the Union or his/her designee information they have at any given time concerning scheduling or tentative scheduling.

Section D: The Employer agrees that the policy of the District Board of Trustees of the College will not be applied to the Union in a manner which is discriminatory when compared with the application of the same policy to other non-College groups seeking the use of College facilities.

Section E: The United Faculty shall have the right to represent any bargaining unit member who wishes to be represented at any scheduled meeting between the bargaining unit member and any member of the Board or Administration, the subject matter of which is within the scope of wages, hours, working conditions, and conditions of employment.

Section F: The College will designate one bulletin board or a reasonable amount of bulletin board space on each campus exclusively for Union business, the location to be determined by the College. The Union will not have access to other campus bulletin boards.

Section G: The Union may, during non-duty hours, make general distribution of Union materials to individual bargaining unit members on College premises. The Union will not use the College mail service, College equipment, College personnel, and/or College supplies or materials.

Section H: Representatives of the United Faculty may, at the election of the Union, be included in the process of preparing the academic calendar for the succeeding year at the same time and to the same extent as the Registrar and other individuals currently providing input to the Vice President of Administration and Business Services or other responsible individuals.

When the next required calendar has been prepared the Board's bargaining team will present it at the bargaining table, where it will be submitted to the bargaining process.

It is agreed that implementation of the calendar as developed by the Administration shall not in any event be delayed by any disagreement as to its contents. After implementation, in the absence of agreement on the entire calendar, the United Faculty may have negotiations at its request at any time, as to future calendar events subject to the provisos of the above sentence.

Section I: The Administration shall, upon no more than two requests a year, furnish the President of the Union a complete list of bargaining unit members. This list shall include each bargaining unit member's name and address.

Section J: Subject to availability, the Union shall continue to be provided a private office/storage space on one of the College's campuses.

#### **Article IV Rights of Bargaining Unit Members**

Section A: The parties agree and understand that each employee within the bargaining unit shall have the right to or not to freely organize, join, and support the Union for the purpose of engaging in collective bargaining and other concerted lawful activities for mutual aid and protection.

Section B: The provisions of this Agreement shall be applied without regard to race, color, creed, ethnicity, national origin, gender, sexual orientation, age, religion, marital status, veteran status, or disability in any of its employment, or education programs or activities, or legitimate Union activity.

Section C: 1. No written reprimand concerning the actions of any bargaining unit member shall be placed in a bargaining unit member's personnel folder by any administrator or supervisor unless notice of such action is given to the affected bargaining unit member at least twenty-four (24) hours in advance of the action, or unless such bargaining unit member is previously provided with the reprimand.



2. If a bargaining unit member is called to a conference or meeting with a supervisor or administrator, the bargaining unit member will be entitled upon asking to be told whether or not the meeting is intended to be disciplinary in nature.

3. None of the provisions of Article IV, Section C, shall operate to deprive any bargaining unit member of any right assured to him or her by state or federal law.

Section D: Any legal outside activity of a bargaining unit member shall not be the concern of the Board or its agents unless it adversely affects the College or the terms of the bargaining unit member's contract, or violates State Board of Education Regulations or Board Rules.

Section E: When any bargaining unit member believes that he/she is being required to work under unreasonably unsafe or hazardous conditions or to perform tasks which unreasonably endanger his/her health, safety, or well-being, the bargaining unit member shall inform the Vice President of Administration and Business Services or his/her designee in writing of the condition(s) and may suggest ways to remedy the condition(s). The Vice President of Administration and Business Services or his/her designee may seek the advice of the College's insurance carrier with reference to the condition(s). If the United Faculty concurs in writing with the bargaining unit member that an unreasonably unsafe or unreasonably endangering situation exists and if this situation is found to be unreasonably unsafe or unreasonably endangering by an expert mutually acceptable to the bargaining unit member and the Administration or, failing that, two experts, one selected by the bargaining unit member and one selected by the Administration, the Vice President of Administration and Business Services or his/her designee, shall make a reasonable effort not involving substantial expense to alleviate the condition(s). The Vice President of Administration and Business Services or his/her designee shall inform the bargaining unit member who registered the complaint and the United Faculty in writing as to the decision concerning the condition(s).

Section F: Whenever the Employer makes any change in duties or responsibilities of any bargaining unit member, it will meet with the Union upon request to discuss any objections that the affected bargaining unit member may have. The obligation to meet and discuss shall not, however, delay the implementation of any change, nor does it imply that the Employer's action will be modified as a result of that discussion. The Administration will inform the affected employee as soon as possible in advance of the effective dates of the change(s). Performance of new duties will not imply a waiver of any right the bargaining unit member might have under this Agreement.

Section G: Bargaining unit members shall have a right to inspect their personnel file documents in the Office of Human Resources. Copies of such documents will be made available to such members at a cost of 15 cents per page.

Section H: Promptly after receiving such information the Director of Resource and Grant Development will place in the *Perspectives* notices of grants which are available to bargaining unit members.

During the sessions of the State Legislature, information concerning bills relating to community colleges will be placed in the library as the information becomes available and is received.

Section I: The Administration will entertain requests from pairs of instructional faculty members with relatively equal qualifications to exchange teaching assignments on a full term basis. Approval of such requests will not be unreasonably withheld.

Section J: All Associate Deans will, upon request, share with bargaining unit members whatever information they have at any given time concerning scheduling or tentative scheduling.

Section K: Full-time instructional faculty assignments for each term shall ordinarily be made before adjunct instructional faculty assignments are made. This procedure shall, however, yield to operational considerations on the basis of administrative discretion.

Section L: When bargaining unit members are assigned to an evening class as part of their regular load, the Administration will make a good-faith but non-mandatory effort to avoid scheduling bargaining unit members for classes starting at 7:30 a.m. or earlier the next morning.

Section M: The right to apply for, receive equal procedural consideration for, and/or hold a bargaining unit position at the College shall not be denied a qualified professional person solely because a member of his/her immediate family is already employed at the College. However, the College will not employ a person in a position where he/she will either supervise or be supervised by a member of his/her immediate family.

Section N: The observation report of non-tenured instructional faculty must contain a conclusionary statement either positive or negative of the observed classroom or duty performance. All classroom or duty observations performed by Associate Deans or supervisory administrators and evaluations by same shall be discussed with the instructional faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any written evaluations may be answered by the instructional faculty member, librarian or counselor within fourteen (14) working days of signature by the employee, and such answer shall be attached to the evaluation in the file. Nothing in this Agreement or in Board policies shall be construed as creating in any bargaining unit member any right to be observed or evaluated, nor shall any such observation or evaluation or assistance effort made pursuant thereto, be deemed a precondition to any personnel action. Should a bargaining unit member not meet expectations, as reflected either in the evaluation instrument or the classroom observation report, supervisory personnel shall make a reasonable effort to assist the bargaining unit member in designing a modus of improvement, upon written request by the bargaining unit member. Any actions or efforts under this paragraph shall not be subject to the grievance procedure of this contract.

Each tenured instructional faculty member will be subject to a written evaluation by his/her Associate Dean or supervisory administrator at least once every three (3) years, which may be based in whole or part on classroom or duty observations. Such evaluation must contain a conclusionary statement, either positive or negative, and shall be discussed with the

instructional faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any evaluation may be answered by the instructional faculty member within fourteen (14) working days of signature by the instructional faculty member and such answer shall be attached to the evaluation in his/her file. Whenever classroom or duty observations are conducted by any administrator(s) for purposes of instructor evaluation, the administrator's conclusion will be reduced to writing and made known to the instructor involved.

After six (6) months of hire, PSAV Instructors receive an introductory evaluation and an annual evaluation thereafter. PSAV Instructors also receive a minimum of one classroom observation report annually. Both the observation report and the evaluation must contain a conclusionary statement and must be discussed with the PSAV Instructor before being placed in the instructor's personnel file. Should a PSAV instructor not meet expectations, as reflected in either the evaluation or observation instrument, the supervisor will design a modus of improvement. PSAV Instructors have fourteen (14) days to respond to evaluation and observation reports. These responses must be attached to the evaluation and observation reports and filed in the PSAV Instructor's personnel file. Any actions or efforts under this paragraph shall not be subject to the grievance procedure of the contract.

Section O: It is declared to be, and shall continue during the term of this Agreement to be, the policy of the Board to avoid decisions the primary purpose of which is to diminish the size of the bargaining unit. This Section does not, however, create any right or cause of action in any individual unit employee, nor does it in any way or to any extent provide new or enhanced employment rights to personnel on annual contract status. A claim of violation of this Section shall give rise only to a Union grievance under Article XXVIII, and to no other right or cause of action in anyone.

Section P: The Employer shall assign the number of hours of work and the work load to bargaining unit members in accordance with Article XXI and Appendix C.

Section Q: The College will absorb 100 percent of the cost of an academic gown, mortar and hood, if purchased at the Bookstore, for each bargaining unit member on continuing contract and required to participate in commencement exercises. PSAV Instructors must have completed three (3) years of satisfactory work at the College to receive this benefit.

Any instructional faculty member, counselor and librarian on continuing contract, who purchase their academic regalia from outside vendors, will be eligible for reimbursement not to exceed 100 percent of the cost of the middle quality gown, mortar and hood as sold by the Bookstore.

The College will purchase only one set of academic regalia for each instructional faculty member, counselor and librarian, even if they leave the College and are reemployed at a future time.

Section R: Nothing in this Article or this Agreement shall be construed, standing alone, as creating in any bargaining unit member not on continuing contract status any property right in his/her job or any right or improved prospects for continuing contract status.

Section S: Instructional faculty, counselors and librarians may be awarded continuing contracts, multiple year contracts, or annual contracts according to the provisions of State Board of Education Rules. The College retains the sole discretion to determine the number of continuing contract eligible employees it will recommend and/or approve for continuing contracts, multiple year contracts or annual contracts.

## **Article V Unit Employees To Cooperate As To Sanitation And Safety**

Section A: The employer shall at all times have the right and prerogative to require the affirmative cooperation of all bargaining unit members in keeping all premises and facilities safe, sanitary and clean. This does not mean that bargaining unit members are to perform janitorial services.

### Section B: Custodial and Maintenance Services/Non-interference

The Employer will make a reasonable effort to schedule routine maintenance and custodial services so as not to interfere with classes in session. Complaints concerning these activities shall be brought to the attention of the Director of Facilities for rectification. Emergency conditions shall be the exception.

### Section C: Temperature Control

The Employer will make a reasonable effort to maintain the existing temperature control equipment in buildings where bargaining unit members work so that it will and does function properly during periods when the College is in session and when the offices are open.

## **Article VI Bargaining Unit Members To Assist Board In Discharging Its Responsibilities**

Section A: The Employer shall at all times have the right and prerogative of requiring the affirmative, full and complete cooperation of all bargaining unit members in assisting it to be and remain in compliance with all laws and regulations to which it is or may be subject.

## **Article VII Bargaining Unit Members To Disclose Information**

Section A: The Employer shall at all times, and subject to any constitutional or other lawful privileges that may exist and be invoked and supported by the bargaining unit member, have the right and prerogative of requiring any bargaining unit member to make available to its administrative officials any information which he/she may possess and which is necessary to enable or assist the Board and/or Administration in carrying forward or carrying out the normal functions of the College.

## **Article VIII Academic Rank System for Instructional Faculty, Counselors and Librarians**

Section A: Salary schedules and other compensation schedules published pursuant thereto are approved for bargaining unit members.

Section B: Instructional faculty, counselors and librarians desiring advice regarding acceptable degree or coursework to qualify for advancement in academic rank may contact the Vice President of Academic Affairs, who will confer with the Academic Dean's Council, to verify acceptable degree or coursework for promotional consideration consistent with the Committee for Academic Promotions' Guidelines.

Instructional faculty, counselors and librarians who meet the criteria for advancement to a particular rank, as specified in Appendix A, must submit a complete advancement in rank application packet on or prior to August 10<sup>th</sup> of each year to the Executive Director of Human Resources. The packet includes: (1) the Academic Rank Form, and (2) an official copy of the transcript (if not already on file with the Office of Human Resources). If a faculty member is graduating, the graduation date must be on or prior to August 10<sup>th</sup> to be considered for promotion, and an official degree audit of completion received by August 10<sup>th</sup> will be accepted as the transcript placeholder. The official transcript must be received by the beginning of the current academic year. When additional coursework is needed to qualify for promotional consideration, the instructional faculty member, counselor or librarian must submit an official copy of a transcript by August 10<sup>th</sup> to the Executive Director of Human Resources verifying such coursework has been successfully completed.

To qualify for promotional consideration it is understood that requirements include: (1) prior approval of degree and coursework by the Academic Dean's Council for all courses outside of area of specialization, (2) a complete advancement in rank application packet, (3) a recommendation for advancement to the higher rank by the Committee for Academic Promotions, and (4) a recommendation by the President of Palm Beach State College.

## **Article IX Replacement/Substitute Pay**

Section A: The parties agree to the following provisions relative to payment of instructional faculty, as otherwise provided for under current Board rule, for work outside of the individual's regular load a replacement or substitute for other instructional faculty:

1. Wages shall be paid in accordance with salary schedule contained in Appendix B.
2. Payment to instructional personnel for replacing or substituting for other instructional faculty shall be made beginning the first day of replacement or substitution.

## **Article X Intellectual Property Rights**

Section A: The College encourages an intellectual environment whereby the creative efforts and innovations of its instructional faculty, counselors and librarians can be encouraged and rewarded. The College, therefore, does not claim ownership rights to the Intellectual Property created by instructional faculty, counselors and librarians in the scope of employment except where the instructional faculty, counselor and librarian has utilized substantial resources of the College in the development of the work beyond those resources commonly provided to instructional faculty, counselors and librarians for the preparation of course materials. Intellectual Property is meant to include both traditional forms of Intellectual Property such as journal articles, textbooks, syllabi, tests and class notes, as well as non-traditional Intellectual Property such as CD-ROMs, computer programs, TV courseware or other electronically recorded and disseminated materials. All such Intellectual Property remains the property of the authoring instructional faculty, counselor and librarian. However, the College retains an interest in said property by virtue of the College's assistance and support for its development production, and dissemination and, therefore, shall have reasonable access to, and use of the Intellectual Property for such purposes as instructional faculty, counselor and librarian evaluation, research, and reproduction in exercising their administrative duties. The College shall not use instructional faculty, counselor and librarian owned Intellectual Property for the purpose of displacing the instructional faculty, counselor and librarian creating the work from any employment position with the College. When the scope of the use of the Intellectual Property of instructional faculty, counselor and librarian includes instruction of students by other instructional faculty, counselor and librarian, and/or via non-traditional transmission or distribution, it shall be through mutual consent with the authoring instructional faculty, counselor and librarian, except in extenuating circumstances. The College shall have a royalty free license to use Intellectual Property of the instructional faculty, counselor and librarian for academic purposes for the term of the instructional faculty, counselor and librarian's employment with the College and for a two (2) year period after termination of the employment relationship. In the case of Intellectual Property of the College (to which the College has contributed substantial resources), the instructional faculty, counselor and librarian creating the property shall retain the right to take creative credit, to reproduce the work for his or her other academic purposes, to incorporate the work in future scholarly works, to be consulted by the College on revisions to the work prior to such revisions being made, and shall retain a royalty free license to use the work at any other non-profit educational institution for a period of two (2) years from the termination of the instructional faculty, counselor and librarian's employment with the College. In the case of all such aforementioned Intellectual Property, the College and the instructional faculty, counselor and librarian shall share equally in any net revenue earned from the sale or use of the work by outside sources.

## **Article XI Union Activities During Work Day Or Week, Emergencies**

Section A: During the term of this Agreement, Union representatives and bargaining unit members will not engage in Union activities during the working time of any employee involved,

without prior permission from the Administration. Bargaining unit members will not be interfered with or interrupted for such purposes during class time, scheduled or posted office hours, conferences, or over the objection of any individual involved.

The terms “interference” and “interruption” do not refer to normal conversation between bargaining unit members such as takes place with regard to other subjects and which does not take the attention of either away from his/her duties.

Persons not in the employ of Palm Beach State College but acting as agents, representatives, or in behalf of the Union will not approach bargaining unit members during class time, posted or scheduled office hours, or during any time when any person involved is on work time, except with the prior permission of the Administration for that encounter. “Union activities” includes, but is not limited to, solicitations with reference to union matters.

Section B: When it is necessary for a bargaining unit member to engage in Union activities directly relating to Union duties which cannot be performed other than during normal College hours, or which constitute an emergency situation, the member shall be allowed to take personal leave on an unpaid basis for this purpose, provided that no instructor shall miss more than 20 per cent of the scheduled meetings of any class that he/she is scheduled for in any term, and provided that the total time taken by all Union members hereunder shall not exceed ten (10) days in each of the Fall or Spring terms, and no days in each of the Summer A and Summer B terms.

Section C: Application for such leave shall be made as required by the applicable Board rule and the applicant shall state in the application the number of meetings of any given class that he/she has missed during the current term to engage in Union activities.

## **Article XII Work Hours**

Section A: The work week and work day shall remain as provided for by Board rules during the term of this Agreement. However, the Administration will in good faith seek to avoid undue hardships to bargaining unit members in the matter of scheduling work.

Section B: The Board reserves the right at any time and without need for further bargaining, to modify the work week for bargaining unit members, or any number of bargaining unit members, as by utilizing a four-day work week instead of a five-day work week, or as by designating work days different from those usually worked, provided that no such modification shall result in a bargaining unit member’s loss of gross pay under an existing contract of employment. Should the Board elect to utilize a four-day work week, counselors, librarians and PSAV Instructors will receive a thirty (30) minute lunch break included as a part of their regular daily schedule. This Section relates to Summer A and Summer B terms only.

## **Article XIII Weekend Class Assignments**

Section A: In the event that weekend classes are offered, the necessary instructional faculty, librarians and counselors will be provided and assigned in the following manner:

1. Assignments will be made from among those bargaining unit members who request weekend classes as part of their regular loads, with the Employer retaining the prerogative of determining qualifications and suitability for the particular assignments which are available.
2. Any openings which remain unfilled after assignments are made under paragraph 1, will be made from among bargaining unit members who volunteer for weekend classes on an overload basis. If the College is then unable to assign such bargaining unit member a full regular load for the term involved, the assigned weekend class will be paid as an overload.
3. The Board will not mandate weekend classes as part of any bargaining unit member's regular load due to inability to assign that person a full regular load to be performed during Monday through Friday.

## **Article XIV Mid-Term Grade Procedure**

Section A: Within one week after the close of the mid-term grading period, mid-term grades will be made available to all students for each class that the bargaining unit member teaches by either written notification or individual conference.

## **Article XV Travel Expenses**

Section A: Travel expenses will be paid to bargaining unit members under Board rules without discrimination between unit personnel and non-unit personnel, subject to any qualifications, or limitations imposed by higher authorities, by way of regulations, laws, etc., during the term of this Agreement.

## **Article XVI Assigned Work Locations**

Section A: There shall be no discrimination due to Union membership in terms of the unnecessary assignments of bargaining unit members to perform recurring, regular duties at an inordinate number of separate locations, meaning campuses or centers or other places where the College's functions are performed, away from the bargaining unit member's assigned campus.



## **Article XVII Co-Curricular Duties**

Section A: The United Faculty recognizes the right of the Employer to appoint bargaining unit members to work with any student organizations or groups.

Section B: The Employer shall continue to have the prerogative of determining the basis upon which bargaining unit members shall be compensated for performing co-curricular duties, including, but not limited to, advising a student organization, coaching and/or directing a student athletic activity, assisting and/or directing a student musical or theatrical production, by monetary supplement, by released time, or by a combination of the two methods, except for those specifically designated in Appendix B, part E, and F, Supplements for Co-Curricular Duties, and Other Supplements. Any compensation shall be for active performance of such duties only.

Section C: The active status of a bargaining unit member in the performance of such duties shall be verified by the Student Activities Committee, with right of appeal to, and subject to the approval of, the Vice President of Student Services & Enrollment Management and/or to the President of the College.

## **Article XVIII Academic Freedom And Correlative Obligations**

Section A: In recognition that bargaining unit member and students must be able to examine ideas in an atmosphere of freedom and confidence, the parties affirm: Bargaining Unit members are entitled to freedom in the instructional setting when discussing their subjects and pursuing the truth in accord with appropriate standards of scholarly inquiry, even those elements that may be deemed controversial, unconventional or unacceptable by society, to the extent that they do not violate state or federal laws. Nevertheless, bargaining unit members will not depart significantly from their respective areas of competence or divert substantial time to material and/or discussion extraneous to the course. Bargaining unit members have the right and obligation to assess and evaluate student performance in a fair and reasonable manner. Bargaining unit members are citizens, members of an educational institution, and members of an honorable and learned profession. As members of a college community they must be free to evaluate, criticize, and advocate their personal views concerning the policies and programs of the college; however, such advocacy should be exercised responsibly and in a spirit of collegiality. When a bargaining unit member communicates, he/she must recognize the special position in the community he/she holds as an employee of Palm Beach State College in that the public may judge both the bargaining unit member's institution and profession by his/her statements.

Section B: The parties, therefore, recognize and affirm the Board's authority and prerogative to regulate the instructional setting and professional conduct of bargaining unit members, and to take steps appropriate to implement its responsibilities as prescribed in this Section.

## **Article XIX Terminations For Cause**

Section A: Instructional faculty, counselors and librarians hereby subscribe to and agree to be bound by Rules 6Hx-18-5.44, 6Hx-18-5.45, and 6Hx-18-5.48 of the Human Resource Board Policies. PSAV Instructors hereby subscribe to and agree to be bound by Rules 6Hx-18-5.44, 6Hx-18-5.48, and 6Hx-18-5.68 of the Human Resource Board Policies.

Section B: The parties further agree that a bargaining unit member shall be obliged to pursue those remedies provided in the Rules referred to in Section A above, and only those remedies, with regard to all actions, situations and circumstances coming within the purview of such Rules.

Section C: Whenever the Rules referred to hereinabove permit a bargaining unit member to be represented by counsel, this shall be construed as including representation by the Union.

Section D: The District Board of Trustees shall not operate to deprive any person of any right assured to him/her by State Board of Education Regulation 6A-14.411, subsections (4) or (6).

## **Article XX Transfers**

Section A: If a position in the bargaining unit becomes vacant on any campus or center it will be announced through an electronic posting to all bargaining unit members unless the position is available due to an unexpected medical problem with a current employee, a late resignation or retirement or a similar emergency situation which requires the filling of a position in such a short time period that an announcement is not feasible.

If one or more positions are being transferred (e.g., from the Lake Worth Campus to another campus or center), announcement of requests for transfers will be included through an electronic posting to all bargaining unit members, or transfer requests will be announced at the appropriate departmental meeting.

Instructional faculty may request to transfer to another campus after the completion of three (3) years of satisfactory evaluations and continuous full-time teaching at the College, unless the transfer is requested by the Administration. The Administration will retain the sole right to select or reject any personnel interested in being promoted, reclassified or transferred to another position. The Administration reserves the right to reject bargaining unit members who requested such transfers, and to assign other bargaining unit members if in its judgment the bargaining unit member requesting such transfers would not satisfy the needs of the educational program.

## **Article XXI Time Accounting**

Section A: Instructional faculty shall be on duty thirty-five (35) hours a week, excluding lunch, except as provided in Section D of this Article. Instructional faculty shall schedule a minimum of twenty-five (25) hours each week, which shall consist solely of classroom contact, student advising and office hours. Remaining duty hours to fulfill the required thirty-five (35) hours a week shall be spent conducting college business (which includes but is not limited to preparation for classes, meeting attendance, grading assignments and the like). The Administration recognizes that it is the proper function of instructional faculty to schedule office hours and also a minimum one-half hour lunch period during each duty day, having due regard for the principle that service to the student is of first importance. This recognition does not deny the Administrator's right to require modification of this schedule for good reason stated to the instructional faculty member or to direct the work of bargaining unit members on duty days to include requiring attendance at convocation, graduation, and professional development days.

Section B: Counselors and librarians shall be scheduled to be on duty for 35 to 40 hours a week, depending on individual contract length. All scheduled duty, including a minimum of one-half hour lunch period each duty day, is subject to the Administrative right provided in Section A.

Section C: Schedules for counselors and librarians will allow for a reasonable degree of flexibility to teach classes, attend meetings, sponsor organizations, and participate in campus or college-wide projects and initiatives. In order to perform such duties, the schedules of counselors and librarians may be modified upon the approval of the administration in order to provide adequate service to students and other members of the College community.

Section D: Each bargaining unit member shall be responsible for accounting to the Employer for all duty time.

Section E: Instructional faculty, counselors and librarians who are assigned to teach an evening class (any section of a course which is regularly scheduled to meet at or after 6:00 p.m.) as part of their normal full load shall be credited with two and one-half clock hours of their weekly scheduled time for each meeting of the class which requires a second trip on the day of the class. If the normal duty assignment is performed on the Lake Worth Campus, Palm Beach Gardens Campus or Boca Raton Campus, and if he or she is assigned to the Belle Glade Campus as a part of his or her normal full load, he or she shall be credited with four clock hours of weekly scheduled time for each meeting of the class. These hours shall be in addition to the actual hours of the class meeting.

Section F: PSAV Instructors shall be scheduled to be on duty forty (40) hours a week, which shall consist of classroom contact, student advising and office hours. Remaining duty hours to fulfill the required forty (40) hours a week shall be spent conducting college business (which includes but is not limited to preparation for classes, meeting attendance, grading assignments and the like). The Administration recognizes that it is the proper function of PSAV Instructor to schedule office hours and also a minimum one-half hour lunch period during each duty day, having due regard for the principle that service to the student is of first importance. This recognition does not deny the Administrator's right to require modification of this schedule for good reason stated to the PSAV Instructor.

## **Article XXII Reduction In Force**

Section A: One month prior to any systematic reduction of the number of employees in the bargaining unit brought on for any reason, the criteria for such reductions shall be subject to discussion between the United Faculty and the Employer. During the period of one month following the notice to the Union of the intent to reduce force, the Employer agrees to meet at reasonable times and places for such discussion. However, the Employer shall not be obligated to delay the making or implementation of any decision to reduce staff after the one month discussion period, although it may rescind or modify such actions on the basis of its consideration of matters presented by the Union at the discussions.

Section B: The discussions provided for herein are not intended to be collective bargaining in the legal sense, and statutory impasse resolutions will therefore not be applicable.

Section C: This Article will not apply to terminations or severances for cause, or to non-renewals of contracts on the basis of considerations relating to the individual involved, but only to general reductions in force arising out of economic or operational considerations.

## **Article XXIII Accommodation With Board Rules, Policies, Etc.**

Section A: This Agreement shall take precedence over any Board of Trustees policy or rule with which it is expressly in conflict. However, no such conflict shall be found by implication or because of secondary effect, and Board policies and rules shall be presumptively controlling, with the party contending otherwise to have the burden of showing a clear and unavoidable conflict.

Section B: The College agrees to furnish each bargaining unit member a copy of each change in Chapter 5 of the Board rules, within a reasonable time of its adoption by the Board.

## **Article XXIV No Strikes, No Picketing, No Conduct Adverse To The Employer's Services**

Section A: The parties hereto are cognizant of those definitions of, prohibitions of and sanctions against strikes and related activities set forth in Florida Statutes subsections 447.203(6), 447.501(2) (e) and (f), 447.505, 447.507 and 447.509.

## **Article XXV Non-Bargaining Consultations**

Section A: During the term of this Agreement, the Employer, through its designated representative(s) will be available to meet on a mutual consent basis with the U.F. to consult (not bargain) on any legal subject of bargaining.

## **Article XXVI Employer Prerogatives**

Section A: This Agreement shall be construed as completely setting forth all rights and obligations of the Employer, the Union, and the covered employees, rather than as a partial expression of, or basic guide to, such rights and obligations. The Employer shall have and retain, to the maximum extent permitted by law, all of the rights and privileges, whether exercised or not, that it would have had in the absence of a collective bargaining relationship, except to the extent that it has herein agreed to express limitations upon those rights and privileges.

Section B: The provisions of this Agreement are not to be interpreted as creating waivers of employee rights emanating from any source except where the language has that effect, by express wording or by logical implication; provided that this paragraph shall not impair the right and prerogative of the Employer to take unilateral action as to aspects of wages, hours, or working conditions not governed by the various provisions of this Agreement.

## **Article XXVII Benefits**

### Section A: Annual Vacation and Terminal Leave

All twelve-month full-time employees shall be allowed annual paid vacation leave exclusive of holidays, in accordance with the following schedule:

Continuous service up to and including five (5 years)

One (1) day of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.

Continuous service of more than five (5) but less than ten (10) years

One and one-fourth (1 ¼) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.

Continuous service of more than ten (10) years

One and one half (1 ½) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.

“Continuous service” is defined as service in a full-time position during which the employee’s employment relationship with the District Board of Trustees has been unbroken and uninterrupted. Absences due to any kind of approved leave of absence or layoff will not be deemed as breaking or interrupting continuous service, although an employee’s total continuous service credit will be reduced by the length of any unpaid leave or layoff. An employee’s continuous service, as defined above, at any Florida community or junior college other than Palm Beach State College will be added to his/her continued service at Palm Beach State College for purposes of computing entitlement to vacation leave, provided that such employee begins, or has begun, his/her full-time twelve-month employment in a position at Palm Beach State College at the beginning of the regular term next following the end of the last regular term during which he/she was employed at such other college, and further provided that the termination of his/her employment at such other college was not for cause.

“Vacation year” is defined as the year commencing with the first day, or the anniversary day of the first day, of the employee’s continuous service.

No employee shall have accumulated to his/her credit more than fifty (50) days of unused vacation leave time as of December 31 of each calendar year.

Vacations are to be taken during the vacation year next following the vacation year in which earned, unless accumulated with the limits provided above.

The scheduling of vacations shall be subject to the approval of the College Administration, which will approve requests as submitted so long as this can be done consistent with minimum disruption of the operation of the College.

Upon the termination of his/her employment with the District Board of Trustees, an employee with accumulated and unused annual vacation leave to his/her credit under the provisions of this section shall be paid for same at his/her then current rate of pay, provided that such payment shall not exceed an amount equal to thirty-six (36) days of pay at such rate for employees who have worked at Palm Beach State College for 10 years or less, and forty-four (44) days of pay at such rate for employees who have worked at Palm Beach State College for more than 10 years.

In the case of the death of such an employee, payment of his/her accumulated and unused annual vacation leave not to exceed an amount equal to thirty-six (36) days of pay at such rate

for employees who have worked at Palm Beach State College for 10 years or less, and forty-four (44) days of pay at such rate for employees who have worked at Palm Beach State College for more than 10 years, at his/her then current rate of pay, shall be made to his/her beneficiary, estate, or as provided by law.

Persons employed at the College who are granted personal leave, professional leave, or sabbatical leave will not accumulate annual leave during the period for which the leave has been granted.

Section B: Sick Leave

Any bargaining unit member who is unable to perform his/her duty at the College because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or other member of his/her own household and who must consequently be absent from his/her work shall be granted leave of absence for sickness by the President of the College or by someone designated in writing by him to do so.

The following provisions shall govern sick leave:

1. Extent of leave with compensation:

- (a) Each bargaining unit member shall earn one day of sick leave with compensation for each calendar month or major fraction of a calendar month of service, not to exceed twelve (12) days for each fiscal year; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulative sick leave may be transferred from another Florida community college, the Florida Department of Education, the Florida university system or a Florida district school board; provided that at least one-half (1/2) of the sick leave accumulated at any time must have been established during employment at Palm Beach State College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he/she procures from the former employer and furnishes in writing to the employer certification to the President of the College of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his/her employment at Palm Beach State College at the beginning of the regular term next following the termination of this employment with the employer from whom the sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.
- (b) Sick leave credits will not be advanced to bargaining unit members in anticipation of being earned. However, a bargaining unit member who has no credits to use due to being newly hired or having transferred to Palm Beach State College without being able to transfer any such credits will, during the first eight months of the first year of employment be entitled to apply for and receive up to eight days of paid sick leave, for

reasons for which earned sick leave would be usable, and as needed due to actual illness and minus any credits earned.

The allowable advance will be pro-rated for bargaining unit members entering Palm Beach State College employment other than at the beginning of the normal contract period.

- (c) Terminal pay based on sick leave in event of retirement or death. The Employer will provide terminal pay to a bargaining unit member upon the occasion of his/her normal retirement with retirement benefits under the Florida retirement plan in which such employee was enrolled while employed at Palm Beach State College, or will make payment of such terminal pay to the employee's beneficiary or legal representative if service is terminated by death, provided that such terminal pay shall not exceed an amount determined by multiplying the daily rate of pay of the employee at the time of retirement or death by one-half (1/2) of the total number of accumulated sick leave days credited to the employee as of such time.

If a bargaining unit member retires and receives terminal pay benefits based on unused sick leave credit, as provided above, all unused sick leave credit shall become invalid; however, if a bargaining unit member retires without receiving terminal pay benefits and interrupts retirement to return to employment with the College, his/her sick leave credit shall be reinstated.

- (d) Terminal Sick Leave: All full time personnel employed on or after January 1, 1999 will be eligible for terminal sick leave payment for up to one-fourth of unused sick days at the time of termination with a maximum of sixty (60) days providing such personnel have completed at least three (3) years of full time college service. All other bargaining unit members who terminate, except for personnel who are discharged for cause, will be eligible to receive payment for accumulated sick leave based upon the following amounts:

- (1) After completion of three (3) years of continuous full-time college service until the completion of six (6) years of service, an amount equal to 40 per cent of the employee's daily salary times the number of accumulated sick leave days at the time of termination.
- (2) After the completion of six (6) years of continuous full-time service, until the completion of nine (9) years of service, an amount equal to 45 per cent of the employee's daily salary times the number of accumulated sick leave at the time of termination.
- (3) After the completion of nine (9) years of continuous full-time service, an amount equal to 50 per cent of the employee's daily salary times the number of days of accumulated sick leave at the time of termination plus 2.5 percent per year for each additional year of college service up to a maximum accumulation of 100 percent.



Such accumulated sick leave may be transferred to another Florida community college, the Florida Department of Education, the Florida University System or a Florida District school board in lieu of receiving the payment indicated above.

If service of such a bargaining unit member is terminated by death, the employee's beneficiary as designated by the employee for retirement purposes will receive such terminal sick leave payment.

2. **Claim Must Be Filed:** Any bargaining unit member who finds it necessary to be absent from his/her duties because of illness, as defined hereinabove shall notify the President or a College official designated by the President, if possible before the opening of the College on the day on which he must be absent or during the day, except for emergency reasons recognized by the Board of Trustees as valid. Any bargaining unit member shall, before claiming and receiving compensation for the time absent from his or her duties while absent because of sick leave (including compensable personal leave) as prescribed herein, make and file a written "Request for Leave" form which shall set forth the day or days absent, that such absence was necessary, and that he/she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or his/her designee may, as a matter of discretion, require a certificate of illness from a licensed physician or from a county health officer in cases where illness is stated as a reason for absence, as a condition precedent to payment of compensation or granting of leave.
3. **Compensation:** Any bargaining unit member having sufficient unused sick leave shall receive full-time compensation for the time justifiably absent on sick leave; provided that no compensation may be allowed beyond that provided herein.
4. If a bargaining unit member has missed assigned duty and accrued sick leave is used, the bargaining unit member shall not be required to work additional hours to make the time up without pay at a later date.

#### Section C: Paid Personal Leave

A bargaining unit member will be allowed to use up to four (4) days of accrued sick leave per fiscal year for personal reasons. Such leave for personal reasons shall be non-cumulative.

#### Section D: Leave for Illness In Line of Duty

Full time employees will be eligible to receive up to five (5) duty days of full compensation for on-the-job illnesses or injuries which are covered by workers compensation. Such duty days shall be paid for lost time during the waiting period prior to the time that indemnity payments begin under workers compensation law. To be eligible to collect Illness in Line of Duty payments, which shall not be deducted from accumulated sick leave, employees must file the appropriate form(s) with the Office of Human Resources.

Illness in Line of Duty of up to five (5) days shall not be paid more than one time per injury or illness or more than one time per calendar year.

#### Section E: Leave for Military Duty

Military leave shall be granted to bargaining unit members who are required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or the National Guard. A bargaining unit member granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filled within six (6) months following the date of discharge or release from active military duty. Following the receipt of the application for re-employment, the Board shall have a reasonable time, not to exceed six (6) months, to reassign the bargaining unit member to duty at the College. Compensation allowed during military leave shall be only as provided in Section 115.14, Florida Statutes.

#### Section F: Leave for Political Reasons

From time to time, bargaining unit members of the College exercise the privilege of running for a political office. This is highly commendable and should in no way be discouraged. It is reasonable, however, to expect that one who enters a campaign for office will have occasions when he/she must be absent from his/her duties. Any bargaining unit member who has filed to run for an office shall be required to request leave for political reasons effective on the date of the first need he/she has for being absent from his/her employment. Such request must be filed with the President at least five (5) days prior to the proposed effective date of its commencement. This leave without pay shall continue until a letter, notifying the President to the contrary, is received. Such a letter must be in the hands of the President at least thirty (30) days before the bargaining unit member wishes to return to duty. This policy does not restrict a candidate to being granted only one leave for political reasons during a campaign. Leave for political reasons is personal leave granted without compensation.

#### Section G: Leave for Maternity Reasons

Maternity leave shall include time off during pregnancy and a normal recovery period following delivery plus time off for the care of a newborn child. Time off for pregnancy will be considered temporary disability and accumulated sick leave may be used before the birth of the child and during the recovery period. The absences due to pregnancy will be treated the same as any other medical absences and individuals will advance in the salary range in the same manner as any other bargaining unit members on leave for medical reasons.

For all bargaining unit members', maternity leave may be granted up to six (6) months or the end of the academic term following six (6) months.

If a bargaining unit member on maternity leave of absence wishes to return earlier than the expiration date of an approved leave of absence, she must submit such a request in writing to the President or his/her designee at least thirty (30) calendar days prior to her intent to return to full time employment. An instructional bargaining unit member on a maternity leave of absence may not return early for an approved leave of absence after the midpoint of any academic term.

#### Section H: Leave for Jury Duty

A bargaining unit member who is summoned as a member of a jury panel shall be granted leave with pay; any jury fees shall be retained by the bargaining unit member. The College shall not reimburse the bargaining unit member for meals, lodging, and travel expenses incurred while serving as a juror.

A bargaining unit member subpoenaed as a witness, not involving litigation in which he or she is a principal, shall be granted leave with pay and any witness fee shall be retained by the bargaining unit member. The College shall not reimburse the bargaining unit member for meals, lodging and travel expenses incurred while serving as a witness.

A bargaining unit member subpoenaed in line of duty to represent the College as a witness or defendant shall have his or her appearance in such cases considered a part of a normal work assignment. The bargaining unit member shall be paid per diem, if eligible, and travel expenses, and shall be required to turn over to the College any fees received from the court.

In no case shall leave with pay be granted for court attendance when a bargaining unit member is engaged in personal litigation in which he or she is a principal, however, a bargaining unit member may be granted vacation, personal or emergency leave in such cases with the approval of the President; and provided further, that a bargaining unit member who is involved in litigation as a result of action relating to the carrying out of his or her official College duties and responsibilities may be granted leave with pay for court attendance upon approval of the President.

A bargaining unit member who is required to go to court for jury duty or as a witness will complete and submit for approval a "Request for Leave" form (BA816) prior to the date of the court session(s). The bargaining unit member will write "jury/witness duty" in the "other" section of the form. The bargaining unit member will also be required to attach a copy of the summons or subpoena to the "Request for Leave" form.

Any bargaining unit member subpoenaed in line of duty to represent the College as a witness or defendant will also process a "Request for Leave" form. Such time will be considered "Temporary Duty Elsewhere".

## Section I: Sabbatical Leave for Instructional Faculty, Counselors and Librarians

The following guidelines for sabbatical leave have been established for instructional faculty, counselors and librarians.

1. Sabbatical leave may be granted for the purpose of travel or professional academic advancement.
2. Not more than two percent (2%) of the full-time instructional faculty, counselors or librarians, in the aggregate, shall be on sabbatical leave during one fiscal year.
3. The employee must be on continuing contract to be eligible for sabbatical leave.
4. Eligible employees are those who are in or beyond the seventh continuous year of full-time employment at the College. Once an employee has been awarded a Sabbatical Leave, an additional seven years of full-time service must accrue before that employee is eligible for a second Sabbatical Leave.
5. An employee on sabbatical leave may request one term of leave with one hundred percent (100%) of full pay, or two terms with seventy-five percent (75%) of full pay.
6.
  - a. Those applying for sabbatical leave must, by December 1, submit to the Sabbatical Leave Committee a written outline of his/her plans, which shall show the benefit to be derived from his/her leave by the instructional program of the College.
  - b. When a sabbatical leave is taken, a written report must be completed and submitted to the Vice President of Academic Affairs.
7. An employee who is granted sabbatical leave must return to Palm Beach State College for one contractual year of service following such leave, or he/she will be required to repay to the College any salary paid to him while on leave. Exception to this rule may be made if both the College and the person agree to the exception. Should the person who is granted a sabbatical leave not be able to proceed with the plans for which the sabbatical leave was awarded, he/she must return to the campus for duty.
8. Sabbatical leave does not obviate any fringe benefits (except sick leave and annual leave) and shall begin on the first duty day of the term for which it is granted, unless the recipient requests and receives approval otherwise.
9. A Sabbatical Leave Committee shall be created and appointed by the President or his designee. Any action or recommendation of the Committee will be advisory to the President.

## Section J: Educational Leave for PSAV Instructors

The following guidelines for educational leave have been established for PSAV Instructors.

1. Educational leave may be granted to no more than one full-time PSAV Instructor at a time and no employee may be granted educational leave for more than one calendar year (Fall, Spring and Summer). Supervisors must initiate the process by providing detailed information regarding the benefit to the College by the employee obtaining a degree.
2. The leave will be a full leave of absence at 50% of the employee's annual salary. The amount typically paid by the College for employee's health and dental insurance, life insurance and long-term disability will continue to be paid by the College. Any premium or benefit which is deducted through payroll may be continued; however the employee will be responsible for the deductions. Annual and sick leave will not accrue during the employee's absence.
3. Funding for the employee's salary while on educational leave will be paid from Staff and Program Development (S&PD) funds. Approval for educational leave will be granted in the Spring to begin the following Fall.
4. The President or designee will appoint an Educational Leave Committee. Any action or recommendation of the Committee will be advisory to the President.
5. In order to be eligible, a nominated employee should be within one year of completing a degree and have completed seven years of continuous full-time employment. A full-time course schedule (at least 12 hours) per semester must be maintained while on educational leave. The educational institution attended must be accredited by one of the seven regional accrediting organizations.
6. Application Process: The application must be submitted to the Vice President of Academic Affairs by March 1, and must include the following:
  - (1) Detailed report of the benefit to the College.
  - (2) Synopsis of educational plans or career path.
  - (3) Degree audit from an advisor at the institution the employee will be attending.
7. Upon completion of educational leave:

The employee must submit to the Vice President of Academic Affairs, or designee, a report of the work accomplished, credits earned and degree awarded during the leave. The supervisor must submit objectives and goals to be followed as a result of the employee's completion of the degree. These reports must be submitted within 45 days after completion of the educational leave.

8. An employee granted educational leave must return to Palm Beach State College for three years of service following such leave, or will be required to repay to the College any salary earned while on leave. Repayment will be prorated based on amount of time worked after completion of leave and will be determined by the time the employee was away from the College:

Employees granted three semesters:

<b>Time completed</b>	<b>Amount of repayment</b>
Less than 1 year	100%
1-2 years	75%
2-3 years	50%

Employees granted two semesters:

<b>Time completed</b>	<b>Amount of repayment</b>
Less than 1 year	100%
1-2 years	50%

Employees granted one semester:

<b>Time completed</b>	<b>Amount of repayment</b>
Less than 1 year	100%

Extenuating circumstances will be reviewed individually by the President or designee.

9. Should the employee not be able to proceed or continue with the plans for which the leave was awarded, the employee must notify the supervisor.

#### Section K: Holidays

Twelve-month bargaining unit members are scheduled to work every week day with the exception of the holiday/closed days per annum as approved from time to time by the District Board of Trustees, and with the exception of vacation days as approved by the appropriate administrator.

#### Section L: Tax-Deferred Annuity

Payroll deduction shall be provided for any bargaining unit member who wishes to enroll in a tax-deferred annuity program approved by the College.

#### Section M: Legal Services

The Employer may provide legal services for bargaining unit members who may be sued for actions which occur in performance of their assigned duties. Any bargaining unit member who feels that the Employer should consider providing such service may file a request to that effect with the President for transmission to the Board.

#### Section N: Dining Room and Lounge

The College will continue to furnish bargaining unit members with appropriate bargaining unit members and staff combined dining room and lounge area.

#### Section O: Tuition Reimbursement

All bargaining unit members who have completed a minimum of six (6) months of employment at the College are eligible to receive tuition reimbursement at the state university system rate. Instructional Faculty, counselors and librarians are eligible to receive a total of nine (9) semester credit hours during their contract year and three (3) additional credit hours during the summer for graduate or undergraduate courses at the junior or senior level. PSAV Instructors are eligible to receive a total of nine (9) semester credit hours per fiscal year.

Courses must be taken at a regionally accredited four-year college or university. If a bargaining unit member takes a course(s) at a private or out-of-state four-year college or university, tuition reimbursement will be at the Florida Atlantic University (FAU) rate. In order to qualify for tuition reimbursement, the bargaining unit member must have taken the course(s) for which reimbursement is requested while employed full-time at the College, must receive a minimum of a "C" grade, and must not have received payment for the course(s) through other funding sources.

In order to receive reimbursement, bargaining unit members must submit to the Office of Human Resources within (6) months of completing the course(s) a Palm Beach State College Request for Tuition Reimbursement form, a copy of the grade report, and a copy of a paid receipt or a letter from the institution indicating the amount of payment. Funds will be dispersed upon a first come first serve basis, up to the amount budgeted for the fiscal year.

#### Section P: Assigned Parking

The Employer will provide sufficient spaces to accommodate bargaining unit members. The Lake Worth Campus will no longer provide reserved individual bargaining unit member parking spaces but will provide not less than the same number of spaces for bargaining unit member in lots at the same locations as previously designated for individual reserved bargaining unit member parking spaces. As additional spaces for newly hired bargaining unit members are needed at Lake Worth Campus they will be provided with these locations. Parking areas in each parking lot at the Palm Beach Gardens Campus will be reserved for bargaining unit members and staff and will be adequate in size to accommodate bargaining unit members and staff. Palm Beach Gardens Campus bargaining unit members will be consulted as to the size and location of reserved areas.

The College shall provide a reserved parking area beginning at 6:00 p.m., Monday through Thursday, when college is in session. Such reserved areas shall be near classrooms and provide parking spaces to accommodate the vehicles of the evening instructional faculty on each campus.

### Section Q: Office Facilities

1. The Employer agrees to provide each bargaining unit member with office space, a key to this space, a key to each classroom which he/she uses (on request), a lockable desk with chair, book storage facility, and a lockable file. No bargaining unit member will make any of these keys available to any other person without the prior permission of his/her Associate Dean, nor will any such keys be duplicated.
2. The Administration shall have the right to require an annual key audit.
3. A bargaining unit member will be permitted to retain possession of keys to his/her office, desk, file, and work area during any term when not on active duty with permission of the President or his/her designee, which permission will be presumed and will not be unreasonably withheld without a reason stated in writing.

### Section R: Insurance Coverage

The College shall provide and pay (as described below) for the following insurance coverage.

1. Health Insurance: Group health insurance shall be provided for all bargaining unit members. The College currently pays for the lowest cost health insurance coverage for all unit members; however, starting with the effective date of this contract any increases in the health insurance premiums for bargaining unit members will be paid 75% by the College and 25% by the employee through payroll deduction. Insurance is effective the first of the following month from full-time date of hire. Health insurance coverage for eligible dependents, as defined by the insurance plan, shall be available for bargaining unit members who elect such coverage. Such premiums shall be paid through payroll deductions. For purposes of this provision, the term eligible dependents shall include domestic partners.

The College will provide dental/vision coverage to bargaining unit members and will pay premiums up to \$10/month for such coverage.

2. Life Insurance: Term life insurance of one times the annual salary up to a maximum of \$50,000 shall be provided for bargaining unit members. An equal amount of accidental death and dismemberment insurance shall also be provided. Life insurance coverage shall be effective on the first of the month following thirty (30) days of employment.
3. Worker's Compensation: As provided by law unit personnel will be reimbursed for medical expenses and indemnity payments for loss of earnings in association with on-the-job injuries or illnesses. A bargaining unit member absent from duty as a result of an on-the-job illness or injury will not be entitled to receive reimbursement for more than his or her normal contractual earnings. If a bargaining unit member is reimbursed under both workers'



compensation and from illness-in-line of duty or sick leave pay, such a person will be obligated to remand to the College the workers' compensation payment made to him or her.

4. The College will pay the premiums for long term disability insurance for full time personnel. Coverage for new full time personnel will begin on the first of the month following the completion of thirty days of service.

#### Section S: Retirement

Membership in the Florida Retirement System or the Community College Optional Retirement Plan (CCORP) is compulsory for all full-time personnel in budgeted positions provided, however, that those full-time personnel who are already members of either the Teachers Retirement System of Florida or the State and County Officers and Directors Retirement System may, at the individual's option, retain membership under the provisions of either system.

#### Section T: Family and Medical Leave Act of 1993

The College shall conform with the Family and Medical Leave Act (FMLA) of 1993, as amended, and the regulations promulgated hereunder by the Department of Labor.

1. In accordance with the Family Medical Leave Act of 1993 (FMLA) and amended by the National Defense Authorization Act, the College will grant up to 12 weeks of family medical leave to eligible employees within a 12-month period for the purposes outlined below:
  - (a) To care for the employee's child after the child's birth or placement for adoption or foster care within a year of the child's arrival,
  - (b) To care for the employee's spouse, child, or parent who has a serious health condition,
  - (c) For the employee's own serious health condition, or
  - (d) Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee who is a member of the National Guard, Reserve or an active duty service member called to duty in support of a contingency operation.

The College will grant up to 26 weeks of leave to eligible employees within a 12-month period for the purpose of caring for a family member (spouse, son, daughter, parent or next of kin) for the following purposes:

- (a) An active duty service member who is recovering from a serious illness or injury sustained in the line of duty.
  - (b) A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that occurred in the line of duty for five years preceding the date of treatment.
2. Employees are eligible if they have worked for the College for at least one year and have worked at least 1,250 hours during the past twelve months. Employees may use FMLA leave on a continuous or intermittent basis during the 12-month period. The College uses a "rolling" 12-month period that begins on the first date that the employee uses FMLA leave.

3. An employee ordinarily must provide 30 days advance notice of leave when the need for such leave is foreseeable. The College requires a medical certificate and may require additional opinions (at the College's expense) to support an employee's request for FMLA leave. When leave is requested for the employee's own serious health condition, the employee must provide a fitness for duty report prior to returning to work.
4. When FMLA leave is requested to care for another person, the employee may be required to document the relationship to that person and the medical reason that necessitates the employee's care.
5. For the duration of the leave, the College will continue to provide medical, dental, and life insurance coverage at the same level of contributions and benefits as before the leave. If the employee chooses not to return to work after expiration of FMLA leave, depending on the reasons, the College may require the employee to refund insurance premiums paid by the College during the period of leave.
6. FMLA leave usage will be concurrent with other paid leave. All paid leave must be used before unpaid leave is granted.

#### Section U: Dependent Waivers

Dependents of instructional faculty, counselors and librarians (as claimed on the employees Form 1040) may take up to four (4) Palm Beach State College tuition waived classes per semester. This does not apply to avocational, supplemental vocational, recreational/fee based non-credit courses, or courses contracted through an outside vendor. The courses must be taken on a space available basis, as determined one day prior to the end of the add/drop period. If the class is already full, Palm Beach State College shall add one additional seat to the class to accommodate the dependent, providing that the seat does not violate applicable fire codes. This shall be done once per class per semester on a first come, first serve basis. As an alternative, the eligible dependent may also register during a scheduled registration period and pay all fees. If, one day prior to the end of add/drop period, it is determined that a class has not reached maximum enrollment (or if the College can add an additional seat as identified above) the dependent may request, in the prescribed manner, a refund for paid tuition.

Dependents of PSAV Instructors may take up to two (2) Palm Beach State College tuition waived classes at a time. This does not apply to avocational, supplemental vocational, recreational/fee based non-credit courses, or courses contracted through an outside vendor. The courses must be taken on a space available basis, as determined one day prior to the end of the add/drop period. As an alternative, the eligible dependent may also register during a scheduled registration period and pay all fees. If, one day prior to the end of add/drop period, it is determined that a class has not reached maximum enrollment the dependent may request, in the prescribed manner, a refund for paid tuition.

The employee must pay all fees beyond tuition, including registration, special/lab, and other fees.

If the dependent does not successfully complete a course(s), does not meet audited course(s) attendance requirement, withdraws from a course(s), or if the employee transfers to part-time employment, or leaves employment before the course(s) is completed, the employee is required to reimburse the College for the cost of the course(s) taken by the dependent.

If the dependent does not receive a grade of “C” or better, (“S” or “X” for audit), the employee will be responsible for repayment of the course(s). Anyone not meeting the grade requirement due to extenuating circumstances may appeal the repayment in writing to the Refund Appeals Committee.

If the employee is required to repay the College for any reason under this policy, the College will bill the employee. In the event the fees are not paid in a timely manner, the College will withhold the amount from the employee’s pay.

The tuition waiver benefit will not be available on courses formerly completed by the dependent with the exception of repeatable courses and courses required for re-certification or recency.

#### Section V: Degree Recognition

As a learning institution, the College encourages employees to pursue a college degree that will benefit either their current position or will assist them in attaining the necessary educational background for another College position. To recognize the completion of an associate’s (A.A., A.S., A.A.S.), bachelor’s, master’s, educational specialist or doctoral degree from a regionally accredited college or university, the college will award all full-time Post Secondary Adult Vocational Instructors, who have been employed in full-time status for a minimum of one year with an award of \$1,000 to their base pay, not to exceed the maximum of the salary range. Any portion of the award that exceeds the top of the salary range will be given to the employee in a one-time payment, which will not be added to the base pay. Employees may receive only one award for each degree level during the course of their employment at the College, and the degree must be higher than the degree currently held.

To qualify for the program, an employee must complete the Proposed Degree Form and submit it to the Executive Director of Human Resources prior to completing the program. The employee must identify the degree program and specific courses that have been taken and/or will be taken in the future to satisfy the degree requirement. The employee must explain how this course of study will benefit his/her current position or any other future position at the College.

Within six (6) months of completing the degree program, the Office of Human Resources must receive official transcripts from the institution that has awarded the employee’s degree. The transcripts must indicate successful completion of the applicable degree. The change in the employee’s salary will be effective from the first day of pay period following the date the proof of degree is received in the Office of Human Resources.

## **Article XXVIII Grievance And Arbitration Procedures**

### Section A: Definition of Grievance

#### 1. Definition of Grievance:

A grievance is defined as being a written claim by a unit employee or by the Union that the Employer or representative(s) of the Employer has violated, misinterpreted, or misapplied this Agreement with resulting adverse affect on one or more bargaining unit members. Grievances may be processed through arbitration according to the provisions contained in this Article.

#### 2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievable problems which may arise concerning the terms and conditions of employment of bargaining unit members at Palm Beach State College, and to guarantee an orderly succession of procedures wherein these resolutions may be pursued.

#### 3. General and Class Grievances

An individual bargaining unit member may grieve on his/her own behalf and must sign the grievance document. The Union may grieve on behalf of itself in cases where it asserts that rights flowing to it, as distinguished from bargaining unit members, under this Agreement, have been violated by the Employer.

The Union may also bring a grievance on behalf of one or more bargaining unit members whose signatures appear on the grievance document in any case wherein more than one bargaining unit member claims harm as the result of a single Employer violation. Within twenty (20) days of the grievance being filed, additional signatures of grievants may be added to such a grievance document.

General and class grievances are not otherwise allowed except by the voluntary consent of the Employer. When the Union grieves on behalf of multiple persons, each individual claim must comply with the strictures of this Article.

#### 4. Election of Forum

The commencing of legal proceedings against the Employer or any managerial employee of the Employer or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by a bargaining unit member or the Union for alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said bargaining unit member(s), or the Union of the ability to resort to the grievance and arbitration procedure contained herein for resolutions of the alleged violation or violations of the express terms of this Agreement.

## 5. Time Limits

The time limits provided in this Article shall be strictly observed by all parties, unless extended by written agreement of the parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievance to be processed by the grievant (employee or Union) within the time limits hereinabove provided shall result in the dismissal of the grievance. Failure of the Administration or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step of the procedure.

## 6. Specificity as to Facts

The grievance document must state the pertinent facts in enough detail to enable an otherwise uninformed third party to determine from the document that a violation has occurred, assuming the truth of the facts as stated.

## 7. Specificity as to Articles and Sections Relied Upon

The grievance document must specify the particular Article(s) and Section(s) of this Agreement that are being relied upon for the prosecution of the grievance and the Employer will be entitled to rely exclusively on these required references.

## 8. Specificity as to Relief Sought

The grievance document must specify with particularity the relief sought.

## 9. Employee Right to Grieve Without Representation Preserved

The right of employees covered by this Agreement to present grievances to the Employer and have same adjusted without the intervention of the Union is preserved inviolate, subject to the Union's right to have prior notice of and a reasonable opportunity to be present at any meeting called to resolve the problem and provided that such resolutions shall not be inconsistent with the terms of this Agreement.

## 10. Investigating or Processing Grievances During Working Hours

Bargaining unit members, including Union representatives and officers, normally shall not take time during their regular working hours to investigate or process grievances, except with the prior consent of the employer. Such consent shall not be withheld when the effect would be to preclude the adequate investigation and/or presentation of the grievance or to restrict the ability of the Union to select its own representative.

## Procedure

Step I: A grievant wishing to assert a grievance shall file same in writing, in compliance with all requirements herein stated, with the immediate supervisor in the College administrative staff, within twenty (s) working days from and after the day when the act or omission giving

rise to the grievance occurs, or within twenty (20) working days from and after the day when the grievant acquires or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission. Within ten (10) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor shall indicate in writing within five (5) working days of this meeting the disposition of the grievance. A copy of the disposition shall be furnished to the Union.

Step II: If the grievant believes the disposition as Step I is incorrect, it may be appealed to a person designated by the President of Palm Beach State College to handle grievances in Step II. The appeal must be in writing and be presented to the designated person within ten (10) working days of the grievant's receipt of the Step I disposition.

The President's designee shall provide in writing a disposition of the grievance with ten (10) working days after the written grievance (appeal) is filed at Step II.

Step III: If the grievant believes the disposition at Step II is incorrect, it may be appealed to the College President within ten (10) working days after receipt of the Step II disposition. The appeal must be in writing and presented to the President's secretary, who will issue a receipt noting the date and time of delivery. The president or his representative will answer grievances in writing within ten (10) working days after the written grievance (appeal) is filed with the secretary.

#### 11. Arbitrability

Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration.

#### 12. Union Grievances Expedited

When the Union grieves on behalf of itself, asserting a right flowing to it, as distinguished from bargaining unit members (see Section 3, first paragraph), it may initially file the grievance at Step II, provided that the requirements of this Article are otherwise complied with, and the twenty (20) working day time limit described in Step I shall be applicable.

13. This Article does not create an Employer right to initiate grievances against the Union or bargaining unit members with the procedure provided herein, and nothing in this Agreement shall be construed as imposing upon the Employer an obligation to grieve or arbitrate claims by it that the Union or unit employees have violated this Agreement.

#### Section B: Arbitration Procedures

1. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by the receipt of a written request for arbitration by the Executive Director of Human Resources within five (5) working days after the grievant receives the written disposition at Step III.

Within ten (10) working days after the Executive Director of Human Resource's receipt of the arbitration request, a representative of the Employer shall meet with the grievant to attempt to select an arbitrator by mutual agreement.

If no arbitrator has been selected within ten (10) working days of the date when the above meeting took place, either party may petition the Federal Mediation & Conciliation Service for a list of seven (7) arbitrators.

Within five (5) working days of the receipt of the list of arbitrators by the last party receiving it, the grievant and the Employer's representative shall meet and each party will strike one (1) name from the list, the obligation to strike first being determined by a coin flip. The name not stricken by either party will identify the arbitrator.

The parties will forthwith notify the identified arbitrator of his/her selection by joint letter, requesting him/her to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

- (a) No arbitrator may be involved with more than one (1) grievance under this Agreement at any given time without the mutual consent of the parties.
- (b) The arbitrator shall have no right to modify, add to, or subtract from the Agreement.
- (c) The arbitrator shall render his/her decision in writing, if requested to do so by either party, stating the reasons underlying the decision.
- (d) Concessions and partial concession made by the Employer, a grievant or the Union prior to or during the arbitration shall not be considered by the arbitrator as indicating in any way or to any extent that a violation has taken place or that the grievance has merit.
- (e) The arbitrator shall be obliged to render a decision within thirty (30) calendar days following the close of the hearing.
- (f) The Employer shall not be required, as the result of any grievance resolution, to violate any law, regulation or rule applicable to the operation of the College.
- (g) If the arbitrator rules partially for the grievant and partially for the Employer, the parties shall share equally in the arbitrator's charges; otherwise, the losing party shall pay the arbitrator's fees and expenses in total sum.
- (h) No grievance relating to a right or privilege retained by or reserved to the Employer under any terms of this Agreement shall be deemed arbitrable.

- (i) The arbitrator shall schedule any required hearing with due regard for any operational considerations presented by the parties.
- (j) The arbitrator shall follow the rule of interpretation or construction under which a collective bargaining agreement is viewed as a document limiting an employer's otherwise rights, and shall not follow the rule under which such an agreement is viewed as a partial statement of the parties' mutual rights and obligations.
- (k) The decision of the arbitrator shall be final and binding. However, either party shall have the right to contest any arbitration decision by contending before any court of competent jurisdiction that such a decision is arbitrary, capricious or incorrect in light of any provision of this Agreement.

Section C: Reference is made to Board Rule 6HX-18.5.491 for the handling of certain petitions outside of the contractual grievance procedure, and the use of such Rule is approved.

## **Article XXIX Procedure For Handling Complaint And/Or Charges Concerning Bargaining Unit Members**

Section A: Complaints against bargaining unit members will be received by the immediate supervisor except in situations involving allegations of sexual harassment. (The procedure to be followed in situations relating to charges of harassment are explained in the Human Resources Board Policy Rule 6Hx-18-5.86.)

If a complaint against any bargaining unit member is received from anyone other than supervisory or administrative personnel which is considered derogatory and/or of a serious nature, including student complaints against bargaining unit members, the supervisor shall record the name of the individual lodging the complaint, the name of the bargaining unit member charged and the nature of the complaint and/or charge.

If action is deemed necessary by any party, a conference between the individual lodging the complaint and the person charged shall be held. The supervisor shall receive the complaint in writing from the individual lodging the complaint. The supervisor shall distribute the written complaint to all parties concerned.

After copies of the signed complaint have been received, additional conference(s) shall be held upon request of any of the parties involved. Those attending the conference shall be determined by the supervisor responsible for that department/area.

If no agreement has been reached in the conference, a written judgment shall be made by the senior administrator in that department/area and sent to the parties.

A copy of all written complaints/charges shall be sent to the president.



If any one of the parties is not satisfied with the judgment, an appeal may be submitted in writing to the chief campus administrator of Vice President in charge of that department/area. The appeal must be received within (10) working days after the judgment has been rendered.

If the written decision of the chief campus administrator or the Vice President is not satisfactory, either party may appeal to the President. The appeal must be received in writing within ten (10) working days of the chief campus administrator's or the Vice President's decision.

The decision of the President shall be final.

## **Article XXX Suspension Of Operations**

Section A: When an emergency confronts the College, notification of the closing of the College shall be released for broadcast over local radio and television stations when and as feasible. When the College and College offices are officially closed by the President, and if those hours and/or days are counted as duty hours or days, all personnel will be paid their regular salary.

Section B: One consideration that may go into a decision to close the College is the number of students and/or instructional faculty or PSAV I nstructors anticipated to be unable to reach school and the effect of this on the instructional program.

## **Article XXXI Aids Statement**

Section A: The College is required to comply with all applicable parts of State statutes relating to employees with Acquired Immune Deficiency Syndrome (AIDS), and those testing positive for Human Immunodeficiency Virus (HIV).

The following practices are specifically prohibited:

1. Discrimination on the basis of AIDS or the positive testing for HIV since these are considered to be disabling conditions.
2. The requirement that an individual take an H IV related test as a c ondition of hiring, promotion or continued employment unless it can be clearly demonstrated that the absence of an HIV infection is a bona fide occupational requirement of the job in question.

## **Article XXXII Drug-Free Campuses**

Section A: The parties recognize and support the Drug-Free Schools and Communities Act Amendments of 1989 (PL 101-226) which require that effective October 1, 1990 t he College develop a program designed to prevent the use of illicit drugs and the abuse of alcohol by students and college personnel. The program will refer to 1) standards of conduct relating to the prohibition of illicit drugs and alcohol at the College; 2) legal sanctions including those

indicated in State Board of Education Rule 6A-14.0411(6) and Board of Trustees Rule 6Hx-18-5.44 that defines drunkenness as a condition which includes drug use; 3) an indication of the health risks associated with the use of illicit drugs and the abuse of alcohol; 4) a description of drug and alcohol counseling, treatment, or rehabilitation or re-entry program available; and 5) an indication that sanctions up to suspension or dismissal will be imposed for violations of the standards of conduct.

Section B: Consistent with F.S. 440.101 regarding legislative intent to create a drug free work place and F.S. 440.102 regarding drug free work place requirements, it is agreed that drug testing for bargaining unit members will be permitted when there is “reasonable suspicion” as defined by law. No random drug testing will be allowed.

The College agrees that prior to requiring a bargaining unit member to be tested for drugs it will be necessary for both the campus provost and the Executive Director of Human Resources to agree that there is sufficient basis for such reasonable suspicion testing as defined by Workers’ Compensation law. Prior to any required drug testing of any bargaining unit member the Executive Director of Human Resources or his/her designee will explain to the bargaining unit member the general circumstances giving rise to the reasonable suspicion of drug use under the Workers’ Compensation law.

The College further agrees that no bargaining unit member who tests positive for drugs will be discharged without having a reasonable opportunity to receive treatment for any addiction or problem related to drug use. Bargaining unit members who test positive for drugs will be obligated to obtain information regarding the availability of treatment programs available under the College’s insurance programs or the Employee Assistance Program (EAP).

Bargaining unit members who test positive for drugs with an “initial drug test” shall be entitled to a “confirmation test”, upon request, to ensure a higher degree of accuracy. The College shall provide any such tests without charge to the unit member.

All records associated with drug testing of bargaining unit members will be considered confidential and will be maintained with the bargaining unit member’s confidential medical records authorized by the Americans with Disabilities Act (ADA).

### **Article XXXIII Severability**

Section A: This Agreement shall be construed as being severable, meaning that if any part or portion of it shall be or be found by any authoritative court or other tribunal to be contrary to applicable law and impermissible, then that part or portion shall be deemed to be null and void, but the remainder of the Agreement shall be deemed as continuing in full force and effect. If either party deems such invalidated part or portion to be essential to the Agreement, the parties agree to meet and confer in an effort to draft a replacement, although this shall not constitute an obligation to bargain collectively in the legal sense.

## **Article XXXIV Zipper**

Section A: The Union acknowledges that, prior to executing this Agreement, it was afforded the opportunity to engage in collective bargaining with the Employer on proper subjects for bargaining.

For and during the term of this Agreement, it is agreed and understood that the Employer shall be obliged to engage in no further collective bargaining, although any term of this Agreement may at any time be eliminated or modified by the purely voluntary and mutual consent of the parties hereto.

It is also understood and agreed, consistent with the above provisions and the provisions of Article XXIII hereof, that the Board shall have the right to make and enforce rules and regulations, and to take actions, that are not inconsistent with the express terms of this Agreement. However, the Employer's failure to create a written rule or regulation concerning any particular matter shall not be construed as limiting its authority to act with regard to that matter.

The second paragraph of this Article shall yield, but only to the extent necessary, to provide for contract renewal negotiations to occur prior to the termination date of this Agreement. The said second paragraph shall otherwise be fully effective, and shall be effective as to subjects that were not contemplated or discussed during the bargaining giving rise to this Agreement, as well as to other subjects.

Provided, however, the Board will take no action inconsistent with its bargaining obligation while negotiations are underway.

## **Article XXXV Duration, Termination And Renewal**

Section A: This Agreement shall be in effect from the date of ratification through midnight June 30, 2017, at which time it shall expire unless the parties agree to renew it in writing. However, Appendix B of this agreement shall be reopened at the request of either party made in writing to the other by March 31, 2016, for the purpose of negotiating compensation for the third year of this agreement.

Section B: Notwithstanding Section A, the parties understand and agree that certain provisions of this agreement, such as the grievance and arbitration procedure, may survive the Agreement by operation of law or as part of the status quo. The Board agrees to recognize and implement the grievance and arbitration procedure for such length of time after expiration of the Agreement itself, and to such extent, as may be required by law, and for no greater time or in no greater manner.



**Ratification Certificate**

This is to certify that this Agreement was ratified, on Dec. 19, 2014, by the members of the bargaining unit described in Article I.

UNITED FACULTY OF PALM BEACH  
STATE COLLEGE

By: 

Title: President

This is to certify that this Agreement was ratified, on 1/13, 201<sup>5</sup> by the President for the District Board of Trustees of Palm Beach State College, Public Employer.

DISTRICT BOARD OF TRUSTEES OF  
PALM BEACH STATE COLLEGE

By: 

Title: President

## Appendix A

### Academic Rank for Instructional Faculty, Counselors and Librarians

The College and the Union have agreed to the titles of full time instructional faculty, counselors and librarians as follows: (PSAV Instructors have the title of PSAV Instructor and are not part of the academic ranking system.)

#### A. Assistant Professor

1. Bachelor's degree in field of specialization or
2. In the creative or applied arts and in the specialized, professional, technical, or vocational field, present evidence of professional competency or license. This competence is based upon appropriate training and at least two years of successful experience as a practitioner in the occupational field.
3. Master's degree with major in field other than assigned teaching field.

#### B. Associate Professor

1. Master's degree with eighteen (18) graduate semester hours in assigned field of specialization; or its equivalent in the event the individual is pursuing a planned doctoral program in which the Master's degree is not to be awarded.
2. In the creative or applied arts and in specialized, professional, technical or vocational fields, hold a Rank II vocational certificate, or have completed the necessary prerequisites which would qualify one for a Rank II vocational certificate if it continued to be issued after June 30, 1979 and present evidence of having completed at least two years validated work experience in the field assigned or have six semester hours of vocational-technical courses and ten (10) Continuing Education Units (CEU's) approved by the department/division chairperson and the Vice President of Academic Affairs and have at least three years of full-time teaching experience in one's field at Palm Beach State College and be recommended for tenure.
3. Librarians must have a Masters Degree in Library Science.
4. Counselors must have a Master's degree with a graduate major in guidance and counseling.

#### C. Professor I

1. Master's degree with a minimum of eighteen (18) graduate semester hours in field and an additional eighteen (18) graduate semester hours preferably in the assigned area of specialization (with prior approval by the Academic Dean's Council for all courses

outside area of specialization). Such courses beyond the Master's degree must be taken in the consecutive ten-year period preceding the request for re-classification in rank.

2. Minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college is required; or in some field of specification required by Palm Beach State College, except that there will be no teaching experience required for instructional faculty, counselors or librarians with a Doctorate degree who meet the qualifications specified in C-1 of Assistant Professor.
3. Administration can deny academic rank to any individual based upon appropriate cause.

#### D. Professor II

1. Instructional faculty, counselors or librarians must meet at least one of these educational requirements:
  - (a) Acceptance for candidacy for a Doctor's degree in the assigned teaching field as verified by a regionally accredited degree-granting institution.
  - (b) Master's degree with at least eighteen (18) semester hours in the field of specialization as assigned plus an additional forty-eight (48) semester hours in a program leading to a Doctorate degree in field other than one's specialization and accepted for candidacy for the Doctorate degree. At least twenty-four (24) of the forty-eight (48) semester hours must be in the instructional faculty, counselor or librarian's field of specialization or approved related areas. A minimum of twelve (12) of the twenty-four (24) semester hours must be in the area of specialization.
  - (c) Persons accepted into a doctorate program who do not receive a Master's degree are required to have at least forty-two (42) semester hours in their field of specialization or approved related areas. At least thirty (30) of these forty-two (42) hours must be in field.
2. A minimum of seven (7) years of successful full-time teaching experience at an accredited secondary school or college with three (3) of the seven (7) years at Palm Beach State College or a minimum of ten years full-time teaching experience is required.
3. A minimum of five (5) years of successful full-time teaching experience is required for instructional faculty, counselors or librarians with an earned doctorate who meet the qualifications in D1(a), D1(b) or D1(c) above.
4. Administration can deny academic rank to any individual based upon appropriate cause.

E. Professor III

1. Instructional faculty, counselor or librarians must meet at least one of these educational requirements:
  - (a) Doctorate in field of specialization as assigned.
  - (b) Doctorate with a major other than field of specialization to which assigned. In addition, the instructional faculty, counselor or librarian's Master's degree must include at least eighteen (18) graduate semester hours in the field of specialization and the doctorate must include at least twenty-four (24) semester hours in field or approved related areas. At least twelve (12) of these twenty-four (24) semester hours must be in field of specialization.
  - (c) Persons with a doctorate degree who did not receive a Master's degree are required to have at least forty-two (42) semester hours in their field of specialization or in approved related areas. At least thirty (30) of these forty-two (42) semester hours must be in the field of specialization.
2. A minimum of ten (10) years of successful full-time teaching experience is required at an accredited secondary school or college. Five (5) of the ten (10) years must be at Palm Beach State College or a minimum of fifteen (15) years of successful full-time teaching experience at other accredited secondary schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.



## Appendix B

### Compensation for 2014-2017 Contractual Years

	168 DAY SCHEDULE		12 MONTHS	
Assistant Professor	\$41,756	\$73,708	\$49,228	\$91,571
Associate Professor	\$43,555	\$86,484	\$51,354	\$107,377
Professor I	\$44,997	\$88,986	\$53,052	\$109,526
Professor II	\$46,048	\$91,380	\$54,294	\$113,446
Professor III	\$47,110	\$93,783	\$55,546	\$116,440

	210 DAYS		228 DAYS	
Assistant Professor	\$43,166	\$80,074	\$46,764	\$86,935
Associate Professor	\$44,940	\$93,959	\$48,787	\$102,010
Professor I	\$46,421	\$96,673	\$50,404	\$104,958
Professor II	\$47,503	\$99,269	\$51,577	\$107,781
Professor III	\$48,602	\$101,886	\$52,765	\$110,622

	12 MONTHS	
PSAV Instructor	\$38,077	\$75,521

1. Calculations for the salaries of librarians, counselors or the Assistant Librarian who work less than 12-month schedules are based upon the daily rates of a 12-month schedule times the number of duty days actually being worked.
2. The top of all salary grades will be increased by the increase in the Consumer Price Index (CPI) in South Florida, measured from April to April of each year.
3. Effective with the first payroll after ratification of this contract, the base annual salary of all bargaining unit members hired on or before June 30, 2014 will be increased by 3%.
4. Effective with the first payroll of contractual year 2015-2016, the base annual salary of all bargaining unit members hired on or before June 30, 2015 will be increased by 3%.
5. Effective with the first payroll of contractual year 2016-2017, the base annual salary of all bargaining unit members hired on or before June 30, 2016 will be increased by a minimum of 2%.

Schedule for Other Services

A. Payment for non-credit classes for instructional faculty, counselors and librarians when not a part of the instructor's regular load is as follows:

Assistant Professor	\$28.99 per hour
Associate Professor	\$30.46 per hour
Professor I	\$31.90 per hour
Professor II	\$34.81 per hour
Professor III	\$36.25 per hour

B. Providing the contract is ratified by January 1, 2015, overload points will be paid the per load factor of 5.90. If the contract is not ratified by January 1, 2015, the overload rates will be effective the first day of classes for the summer semester 2015.

Assistant Professor	\$37.18 per hour
Associate Professor	\$39.64 per hour
Professor I	\$41.63 per hour
Professor II	\$44.60 per hour
Professor III	\$47.10 per hour

Beginning August 16, 2015, overload points will be paid the per load factor of 5.90.

Assistant Professor	\$38.30 per hour
Associate Professor	\$40.83 per hour
Professor I	\$42.88 per hour
Professor II	\$45.94 per hour
Professor III	\$48.51 per hour

Beginning August 16, 2016, overload points will be paid the per load factor of 5.90. The overload rates will be increased by a minimum of 2%, with a reopener as stated in Article XXXV.

Teaching duties performed beyond a 168-day contract will be paid at the overload rate. An example of how overloads are calculated is as follows: 5.90 (per load factor) x 9 points (amount of points for a 3 credit class) x \$39.64 (hourly rate for an associate professor) = \$2,104.88 (overload amount).

Requests from qualified instructional faculty to teach overloads will be reviewed before classes are offered to adjunct instructional faculty.

It is expected that faculty teaching during the summer terms would be available to their students for counseling, advising, and as needed.

If a instructional faculty position is to be hired during the summer, the administration will make every reasonable effort to solicit instructional faculty participation.

C. Payment for PSAV Instructors teaching beyond the normal full load is as follows:

PSAV Classes

Associates or Required Credentials	\$30.40 per hour
Bachelors or Above Required Credentials	\$33.24per hour
PSAV Auxiliary/Lab	\$26.54 per hour

CCE Classes

Associates or Required Credentials	\$30.40 per hour
Bachelors or Above Required Credentials	\$33.24 per hour

Avocational Classes

Associates or Required Credentials	\$21.45 per hour
Bachelors or Above Required Credentials	\$26.54 per hour

D. Replacements/Substitutes – When instructional faculty members substitute or replace other instructional faculty members for instructional purposes, they will be paid at the rate of \$21.22 per hour for all ranks.

Instructional faculty members who replace instructional faculty members will be required to increase their workweek by an amount equal to the extra time paid to replace another instructional faculty member.

E. The Department Chair stipend is \$4,868.28 for a 168-day contract. If Department Chairs are determined to be necessary by the administration for summer work they will receive a \$1,100 stipend. This will include ten-hour workweeks throughout either Summer A or Summer B to handle program management duties as assigned by the Dean.

Effective contractual year 2015-2016, the Department Chair stipend is \$5,014.33 for a 168-day contract. If Department Chairs are determined to be necessary by the administration for summer work they will receive a \$1,133 stipend. This will include ten-hour workweeks

throughout either Summer A or Summer B to handle program management duties as assigned by the Dean.

F. Supplements for Co-Curricular Duties

Bargaining unit member advisors of officially approved student organizations shall receive a supplement of \$200 to \$900 per term per fall and spring terms and up to \$300.00 per each summer term of officially approved service, assuming that said service is not a part of the regular work assignment. The exact amount of the supplement for any advisor shall be decided by the Administration.

Effective August 16, 2015, bargaining unit member advisors of officially approved student organizations shall receive a supplement of \$206 to \$927 per term per fall and spring terms and up to \$309 per each summer term of officially approved service, assuming that said service is not a part of the regular work assignment. The exact amount of the supplement for any advisor shall be decided by the Administration.

G. Other Supplements

The following are the maximum supplements which will apply to selected other activities.

Assistant Coaches	\$1,000/semester
Coaches	\$3,000/semester
Beachcomber Advisor (District)	\$2,000/semester Fall and Spring
Brain Bowl Coach (Per Campus)	\$2,000/semester Fall and Spring
Intramural Director	\$3,000/semester

Points may be assigned to instructional faculty members, in lieu of supplements at the discretion of the Administration consistent with existing salary schedules.

H. Payment of Supplements

The Administration agrees to make every reasonable effort to see that Program Leaders and persons entitled to pay for co-curricular duties are paid as promptly after the end of the semester in which that work is performed as is reasonably possible.

This includes the obligation to address the failure to promptly supply necessary documentation with the responsible Administrator.

I. Honors Packets

Instructional faculty members will receive \$125 for completed honors packets.

### Other Terms and Conditions

Contracts: The Employer shall provide each instructional faculty member with a minimum of 168 days employment each year. The Employer shall provide each counseling and librarian unit member with a minimum of 198 days of employment. Assistant Directors of Library Services III shall be provided with a minimum of 168 days. The Employer will offer contracts to instructional faculty, counselors and librarians each academic year for one of the following periods: 168 days, 210 days, 228 days, or 12 months.

Additional days in any number in any given year may be offered at the discretion of the Board. The preceding three paragraphs do not imply and present intention on the part of the Board to diminish the length of any unit member's contract, or those of any particular group of bargaining unit members, and it is the desire of the Board to avoid doing so, so long as this is practical and consistent with the best interests of the College overall. The purpose of these paragraphs is to provide the Board with the flexibility to change contract lengths if the Board should be convinced in the future of that need. The lengths of contracts of those bargaining unit members presently assigned 12-month contracts will be reduced to 228 days or less only under such circumstances as would otherwise justify a reduction in force.

### Advancement in Rank

Instructional faculty, counselors and librarians promoted to another academic rank will receive additional compensation as follows:

168 day positions	-	\$1,018
210 day positions	-	\$1,273
228 day or 12 month positions	-	\$1,382

In terms of any changes in the criteria for advancement in rank, it would be appropriate (in some instances) to broaden the criteria for advancement in rank to allow graduate hours in education to be counted toward the required number of graduate hours for promotion. The current contract stipulates that for an instructional faculty, counselor or librarian to be promoted he/she must have a certain amount of the graduate hours "in-field". Since Palm Beach State College is a teaching institution, (and employs instructional faculty who may be credentialed in fields/areas/disciplines where additional graduate hours are not available in Palm Beach, Dade or Broward counties) it is felt that graduate credits in education could (with prior approval of the Academic Deans Council and V PAA) be counted towards advancement in rank, and the absolute requirements of "in-field" graduate hours should be redefined with the inclusion of a financial incentive of 25 percent of the increment for the first third of the required hours, an additional 25 percent of the increment for the second third of the required hours, and the final 50 percent of the increment for completion of the requirements for advancement in rank.

Salaries Paid from Grants: In addition to the salaries indicated in this Appendix, the College may, with the consent of individual bargaining unit members, pay for non-instructional duties at other compensation level(s) when a specific compensation level(s) is indicated in a grant. Such compensation level may be higher or lower than the salaries noted in this Appendix if mutually agreed upon by the Administration and the bargaining unit member. This provision applies to hours above the hours of contractual work week.

Distance Learning: Distance learning includes any instructional activity that is conveyed through off-campus classroom programs, and other programs using electronically based instruction offered away from the college campuses.

Points assigned to such instruction will be the standard points assigned for any such courses unless there is advance mutual agreement in writing with the instructional faculty member and the administration regarding points or compensation.

Bargaining unit members employed prior to the 1995-96 year who have not participated in distance learning programs at the College within the past three years will not be required to participate in electronically based distance learning programs except on a voluntary basis.

This Article shall not affect the use of movies, filmstrips, videotapes, computers and their related technologies or other forms of audio or visual recordings or field trips to the extent that they are traditionally used as a part of course instruction.

Method of Payment: Instructional faculty members may elect to be paid over twelve months or to be paid at the end of their contract year. Each year instructional faculty members must elect a method of payment. Bargaining unit members who are in their final year of DROP may elect an 18 pay option for the final year of employment.

Effect of Promotions on Continuing Contracts: Administrative personnel employed during and after the 1988-89 year will be eligible for administrative contracts only. Full-time personnel who were formerly under continuing contracts, and accepted an administrative position prior to the 1988-89 year, will be eligible for administrative leave each year when annual administrative contracts are renewed. Instructional faculty, counselors or librarians who accept promotions to administrative positions during and after the 1988-89 year shall be placed on administrative leave from continuing contracts for a maximum of four years, unless the administration and the Board agree to a longer time period with the instructional faculty, counselor or librarian on administrative leave from a continuing contract.

Optional Payment: Depending upon funding availability, as determined at the discretion of the College, an appreciation check may be given to each unit member employed on a regular full-time basis in a paid status as of the date to be specified.

Areas of Critical Instructional Personnel: The College will be able to compensate instructional faculty in high market salary areas as follows:

1. The market areas (occupational titles) would be determined via local salary survey conducted by a third party. (Survey 2000 by Workforce Board.)
2. Salary comparison of the compensation for the College academic rank assigned to the third party survey's average experienced salary for a new hire will be made.
3. If an hourly rate of ten (10) percent or greater differential between the College's compensation and that of the third party survey exists, the College may offer an annual stipend of up to the percent of the differential. This stipend will be reviewed annually.
4. If the salary differential drops below 10 percent, the stipend will be removed from the instructional faculty members' compensation package.

Examples:

Nursing	$\$18.78 \times 2080 = \$39,063$ 198 - Associate Professor = \$36,833 (1.05) 9.43% difference
Computer Programmer	$\$31.23 \times 2080 = \$64,948$ 198 - Associate Professor = \$38,587 (1.10) 60% difference
Accounting	$\$16.98 \times 2080 = \$35,318$ 198 - Associate Professor = \$35,781 (1.02) 0% difference
Marketing	$\$20.43 \times 2080 = \$42,494$ 198 - Associate Professor = \$35,781 (1.02) 8.4% difference

## Appendix C

### Teaching Loads for Instructional Faculty

1. A normal full load for Fall or Spring term is 45 points.
2. Payments for overload points will be made on regular pay dates after the drop/add period during the semester in which services are rendered. If an instructional faculty member is unable to teach an overload class during a complete term, he or she will be paid for the pro-rated portion of the class based on the number of classes he or she taught. If a class is cancelled or if for any reason, an instructional faculty member is paid for more overload points than his or her contract entitles him or her to receive, the instructional faculty member will be obligated to reimburse the college for the excess overload payment. Any such overpayment may be deducted from the instructional faculty members' remaining paycheck(s). All payments provided for herein will be made after a reasonable period of time for processing and clerical functions.
3. A day and evening class will earn the same number of points and be scheduled for the same number of hours.
4. A lecture hour is credited with 3 points per hour.
5. A physical education activity is credited with 2 points per activity hour.
6. Applied music is credited with 1 point for a one-half hour private lesson.
7. Lab hours are credited with 2.25 points per hour in all "C" and "L" courses, **except** for the following: Internship Courses, Co-op Courses, Practicum Courses, Preceptorship Courses, Clinical Courses (includes courses with title of clinical and/or hours identified as clinical), and ATF Courses which shall be credited at 2.0 points per hour.
8. A practicum course is credited with 3 points per semester credit hour granted, provided one instructor is assigned to the course. When the same course requires additional lecture sections, each separate lecture credit hour is credited with 3 points per hour. Additional practicum sections of the same course are credited with 3 points per each equivalent semester hour value.
9. Load points will be determined on the basis of the duty hour schedule which is 7:30 a.m. – 10:00 p.m.
10. The administration may assign a portion or all of an instructional faculty member's load for the responsibility of special programs.



11. The administration may assign a portion or all of an instructional faculty member's load in continuing education.
12. Concurrently taught courses are assessed as one course. When such courses are not of equal point value, the course containing the highest point value prevails.
13. All overloads shall be subject to approval by the instructional faculty member's Associate Dean and Dean, consistent with operational considerations on the basis of administrative discretion.
14. With the approval of the instructional faculty member's dean, a faculty member may teach up to 3 points below their normal load in a Fall semester as long as this same instructional faculty member makes up the points by teaching the same number of points over their normal load in the following Spring semester.

Also with the approval of the instructional faculty member's dean, an instructional faculty member may teach up to 9 points above their normal load in a Fall semester and reduce their following Spring semester load by the same number of points.

Instructional faculty members must complete and sign the Instructional Faculty Point Banking Form on the following page. The instructional faculty member's compensation will not be impacted in either semester.

If an instructional faculty member were to terminate employment before the spring term, the actual pay for the number of points taught will be calculated and added or subtracted from the final paycheck.

#### Teaching Load for PSAV Instructors

- A. A normal full teaching load is 30 hours of classroom contact time per week. This does not include 10 additional hours per hours for instructor related duties.
- B. Scheduled classes shall be subject to approval by the PSAV Instructor's Program Manager, Associate Dean and Dean, consistent with operational considerations on the basis of administrative discretion.

**Palm Beach State College  
Instructional Faculty Point Banking Form**



Instructional Faculty Name: \_\_\_\_\_ PID: \_\_\_\_\_  
Dean Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions**

Complete the Instructional Faculty Point Banking Form, obtain dean approval and return to the Office of Human Resources. A faculty member’s normal full load for Fall or Spring term is 45 points, which equates to 90 points per academic year. With the approval of the instructional faculty member’s dean, a- the instructional faculty member may request point banking as follows:

- Teach up to 3 points below their normal load in a Fall semester as long as this same faculty member makes up the points by teaching at least the same number of points over their normal load in the following Spring semester.
- Teach up to 9 points above their normal load in a Fall semester and reduce their following Spring semester load by the same number of points.

If a the instructional faculty member were to terminate employment before the Spring term, the actual pay for the number of points taught will be calculated and added or subtracted from the final paycheck.

**Teaching Points**

Fall Points: \_\_\_\_\_ Term: \_\_\_\_\_  
Spring Points: \_\_\_\_\_ Term: \_\_\_\_\_  
Total: \_\_\_\_\_

\_\_\_\_\_  
*Instructional Faculty Member’s Signature* *Date*

\_\_\_\_\_  
*Dean Signature* *Date*

## **Appendix D**

### Degree Requirements and/or Special Competence for Instructional faculty

All instructional faculty members should have academic qualifications in accordance with the provisions of the Southern Association of Colleges and Schools, Standards for Colleges.

In the humanities, social sciences, and natural sciences, advanced study beyond the baccalaureate degree is basic to the special competence and those who teach in degree programs in these fields must have master's degrees with major concentration in the teaching field. In certain exceptional cases in these academic areas, unique experiential qualifications in conjunction with demonstrated competence may substitute for advanced academic preparation.

In the creative or applied arts and in specialized, professional, technical, or vocational fields, evidence of professional competency is acceptable in lieu of formal academic preparation. This competence may be based upon appropriate specialized training or successful experience as a practitioner in the occupational field.

## Appendix E

### Department Chairs

Section A: Department chairs are created in specific academic disciplines and programs based on the needs of the College as determined by the college administration. The administration will select the department chairs from willing instructional faculty in each of the academic disciplines and program areas. Instructional faculty members within each department may make recommendations to the administration on the selection of instructional faculty to serve as Department Chair with their department. Instructional faculty employed in such positions may, at the discretion of the administration, receive release time for the department chair duties. Release time may vary from 0 to 45 points per contractual year. In addition, all department chairs would get the prorated amount (\$4,868.28) of the current stipend. If department chairs were determined to be necessary by the administration for summer work they would receive a \$1,100 stipend. This will include ten-hour workweeks throughout either Summer A or Summer B to handle program management duties as assigned by the Dean. The college will develop consistent criteria in determining release time. Contracts for instructional faculty serving as department chairs may vary in length from 168 to 210 days and may be granted for up to a three (3) year term upon the agreement of the Associate Dean. Department chairs may be assigned to work up to an additional 12 duty days per year and will work a 35 hour per week work schedule.

Section B: It is agreed that duties of department chairs will be as follows:

- a. Formulates class schedules, in collaboration with associate dean and/or dean, using the established guidelines.
- b. Assigns classes to adjunct faculty in collaboration with associate dean and/or dean. Associate dean and/or dean assigns classes to instructional faculty.
- c. Participates in the advising of students.
- d. Assists in the coordination and formation of new programs and curricula.
- e. Responsible for ensuring that college and departmental policies are followed by adjuncts pertaining to requirements for work schedules, course outlines, syllabi, final exams and final grade submission.
- f. Makes recommendations for departmental and program budgets.
- g. Conducts instructional observations of adjunct faculty and, if needed, provides an improvement plan to remediate any weaknesses.
- h. Establishes departmental mentoring for new adjuncts.

- i. Prepares textbook orders and all discipline or program texts and supplements.
- j. Informs associate dean and/or dean of needed instructional supplies and equipment and maintenance of equipment.
- k. Participates in department and college-wide committees.
- l. Recommends to associate dean and/or dean need for instructional substitutes.
- m. When applicable, helps assure compliance of program for external accreditation or regulatory agencies, which includes, but is not limited to, program oversight, self-studies, annual reports, site visits and facilities.

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## MEMORANDUM OF UNDERSTANDING

In an effort to promote harmonious labor relations the Palm Beach State College ("PBSC") and the United Faculty of Palm Beach State College ("UFPBSC") hereby enter into this Memorandum of Understanding and state the following:

1. The parties agree to appoint a committee made up of administrators selected by PBSC and bargaining unit members selected by UFPBSC. The purpose of the committee is to meet on mutually agreeable dates, times and locations to study the issue of "Maintenance of Professional Standards ("MOPS").

2. The parties agree that the committee shall not engage in collective bargaining with regard to terms and conditions of employment for bargaining unit members. However, if the committee is able to reach a consensus with regard to MOPS, the matter shall be reduced to writing as a recommendation. Thereafter, the parties agree to consider the recommendation of the committee in negotiations undertaken pursuant to the reopener provisions of the Collective Bargaining Agreement between the parties.

3. The parties agree that this Memorandum of Understanding is being created for the purpose of memorializing an arrangement between the parties as described herein and not for purposes of amending the Collective Bargaining Agreement between the parties. Moreover, the parties agree that this Memorandum of Understanding shall expire June 30, 2017.

\_\_\_\_\_  
Palm Beach State College

By: \_\_\_\_\_

*Jennis Mallon*

Date: \_\_\_\_\_

*1/15/15*

\_\_\_\_\_  
United Faculty of Palm Beach  
State College

By: \_\_\_\_\_

*R. H. Kull*

Date: \_\_\_\_\_

*1/8/15*



**PALM BEACH STATE**  
**COLLEGE**

*[www.palmbeachstate.edu](http://www.palmbeachstate.edu)*

***BELLE GLADE***

1977 College Drive  
561-996-7222

***BOCA RATON***

3000 Saint Lucie Avenue  
561-393-7222

***LAKE WORTH***

4200 Congress Avenue  
561-967-7222

***PALM BEACH GARDENS***

3160 PGA Boulevard  
561-207-5000



# Employee Handbook



*Provided by the*  
Office of Human Resources  
3000 NW 83<sup>rd</sup> Street, R-Annex  
Gainesville, FL 32606 (352)  
395-5185  
<http://www.sfcollege.edu/hr/>

Updated: August 2017

*Provided to acquaint you with SF College policies, rules,  
pay and benefits information and information specific to  
Faculty, Administrative and Professional,  
and Career Service employees.*

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## Purpose of Handbook

The employee handbook is a compilation of information from a variety of sources including department websites, the salary schedule and the college rules manual. The purpose of the employee handbook is to serve as a resource for employees by grouping various information of importance to employees into one location. The handbook is presented to you with the following disclaimer: Information in the handbook is provided for information purposes only. Information is updated on an annual basis but may inadvertently become outdated prior to annual review so the source document should be referenced for confirmation. Occasionally URL's change and may not automatically be redirected, we appreciate your assistance in reporting these to [Human Resources](#)

### Message from the President

Since Santa Fe College began offering classes in 1966, we have grown phenomenally, but our philosophy remains close and true: students come first. We are committed to creating and sustaining a learning environment so all who choose us feel welcome, enjoy their educations and derive the most from their college experience.

At Santa Fe students turn their passions into professions. We assist them in preparing for rewarding and respected careers. They have much to offer the community, state and nation we serve so proudly. By providing quality education in a student-centered manner, we together build strong families, develop a skilled workforce and weave ever tightly to the fabric of our community.

Our students become informed and independent thinkers in large measure because of the personal attention they receive. Our employees embrace the culture of caring that pervades our campus because they are nurtured, appreciated and admired. We value our talented faculty and staff who are committed to students. By preparing the next generation of scholars, professionals and entrepreneurs, you are at the heart of our success.

I encourage you to learn more about the many special opportunities and benefits available to you at Santa Fe. Most are addressed in this handbook. Together, we make Santa Fe a place where doors open. This is a great place for students—and employees—to develop their potential. As you learn, grow and change, so does the college and the world around us.

**Jackson N. Sasser**  
**President**

## Equal Opportunity/Equal Access

### Commitment to Equal Access and Equal Opportunity

Santa Fe College (SF) is committed to maintaining a work and educational environment that embraces diversity and where no member of the college community is excluded from participation in, denied the benefits of, or subject to discrimination in any college program or activity based on: their race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, or veteran status. This commitment applies to employees, volunteers, students, and, to the extent possible, to third parties, applicants for admission, applicants for employment, and the general public.

Inquiries regarding non-discrimination policies or concerns about discrimination or harassment, including concerns about sexual harassment or sexual violence under Title IX, should be directed to Jasmine Gibbs, Equity Officer and Title IX Coordinator, 3000 NW 83rd Street, R-Annex, Room 113, Gainesville, Florida 32606, 352-395-5950, [equity.officer@sfccollege.edu](mailto:equity.officer@sfccollege.edu).

### Accreditation Statement

Santa Fe College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Santa Fe College.

### Faculty Credentialing Manual

<http://www.sfccollege.edu/Assets/sf/hr/files/forms/credentialing/Faculty%20Credentialing%20Manual.pdf>

### College Mission, Values and Goals

<https://www.sfccollege.edu/rules/mission-and-vision/index>

#### *Mission Statement*

In keeping with our values and goals, Santa Fe College, a comprehensive public institution of higher education serving North Central Florida and beyond, adds value to the lives of our students and enriches our community through excellence in teaching and learning, innovative educational programs and student services, and community leadership and service.

#### *College Values*

Santa Fe College is a dynamic, innovative learning community committed to:

- Academic excellence, academic freedom and intellectual pursuit
- Individual, social and global responsibility
- Honesty, integrity and civility
- Cultural diversity and equity
- Collaboration with our community
- Open access

- Lifelong learning
- Assessment, accountability and improvement
- Sustainable use of environmental, social, and economic resources.

## Goals

### Outreach and Access

Identify, assess and meet community needs to promote open access to the college

### Delivery Alternatives

Assess student needs and outcomes and create innovative and flexible learning opportunities

### Educational Programs

Provide learning opportunities and academic support to ensure the highest levels of academic performance

### Student Affairs

Provide research-based learner-centered program of services that supports access and student engagement from matriculation to goal attainment.

### Workforce Development

Provide student-centered workforce programs in collaboration with local employers and economic development agencies

### Human Resources

Recruit, develop, assess and retain quality full and part time faculty and staff

### Technology

Provide information technology systems and infrastructure to support the college's mission.

### Resources

Develop, obtain, and allocate the necessary resources to implement the college's mission.

### Sustainability Education and Operations

Create, develop, and enhance programs to reduce waste, conserve energy and green space, protect water resources, and promote wellness of students, faculty, and staff.

## SECTION 1

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# GENERAL INFORMATION

### **Association of Florida Colleges (AFC)**

<http://www.sfcollege.edu/afc/>

AFC is the most unique organization serving any community college system in the nation. The Association of Florida Colleges (AFC) was organized in 1949 as the Florida Association of Public Junior Colleges (FAPJC) by the presidents of Florida's first four public community colleges.

The Association's goal was to unite the colleges for the purposes of helping the Florida Legislature understand the junior college and to advocate for Florida's public community colleges in the development of the state's long-range plan for higher education. In 1971, the Association became the Florida Association of Community Colleges. Today, the Association of Community Colleges is the only association that represents the twenty-eight community colleges in Florida.

Membership is open to all community college employees. Dues are \$35 per year for members whose salaries are less than \$30,000, \$40 per year for members whose salaries are more than \$30,000, and \$50 per year for members whose salaries are more than \$75,000 but under \$100,000. Part-time college employees and retirees dues are \$10 per year and a life retiree is \$50. For Full Time Employees Cash, check, or payroll deduction may be used to pay dues. Part Time Employees can pay dues by cash or check. For more information, contact any AFC member or visit the AFC website.

### **Athletics**

<http://www.sfcollege.edu/athletics/>

Location: Building V, Room 001

Phone: (352) 395-5535

Fax: (352) 395-5547

Santa Fe College currently competes in intercollegiate competition in the following sports: baseball, fast pitch softball and men's and women's basketball. Employees and students of the college can attend home games for free by showing their SF College identification card.

### **Fitness Center**

<http://www.sfcollege.edu/athletics/fitnesscenter/>

Location: Building V

Phone: (352) 395-5549

The Fitness Center is available to all current SF College students, faculty and staff. The SF College Fitness Center is located in Building V (Gymnasium) on North Road at the Northwest Campus.

For current Fitness Center hours please visit <http://www.sfcollege.edu/athletics/fitnesscenter/> or contact them at (352) 395-5549. Please make sure you have a valid Santa Fe College identification card.

### **Audio Visual Services**

Location: Building K, Room 036

Phone: (352) 395-5999

AV equipment and setup for classrooms can be requested online or by calling AV Services by 6:00 pm each workday for setup the following workday. Same day requests are accepted for the Northwest campus on a best effort basis 4 hours before the scheduled time. For additional information visit the AV Services online or call.

Contact the Educational Media Studio <http://www.sfcollege.edu/mediastudio/> at 352-395-5949 to schedule PA equipment and setup for special or non-classroom events.

### **Bookstore**

<http://santafe.bncollege.com/webapp/wcs/stores/servlet/BNCBHomePage?storeId=22566&catalogId=10001&langId=-1>

Location: S Building, Room 03

Phone: (352) 395-5240

Fax: (352) 395-5244

The campus bookstore is located in S-03 and is operated by Barnes and Noble. The bookstore carries textbooks, trade books, school supplies, academically priced software, sundry items and Santa Fe College emblematic items. Full-time employees of the college are offered a 10% discount on selected merchandise, including Santa Fe College logo merchandise, and a 10% discount on books. Employees must present their Santa Fe College identification card. Barnes and Noble return a portion of the proceeds to the college for student scholarships. For hours of operation please visit the bookstore website.

### **Bus Service (RTS)**

<http://www.go-rt.com/>

The Regional Transit System (RTS) provides regular service to the college. Route and schedule information may be obtained at the campus information desk in the Alan J. Robertson Administration building (Building F), at the Center for Student Leadership and Activities (S Building, first floor lobby), or at the RTS webpage. SF staff or faculty can ride any RTS bus for free, simply by showing your SF College ID card to the driver.

### **Campus Locations and Maps**

<http://www.sfcollege.edu/centers>

#### **Northwest Campus**

3000 NW 83<sup>rd</sup> Street

Gainesville, FL 32606

(352) 395-5000

<http://www.sfcollege.edu/centers>

#### **Andrews Center**

209 W. Call Street

Starke, FL 32091

(352) 395-5850 or (904) 964-5382

<http://www.sfcollege.edu/centers/andrews>

**Blount Center**

401 NW 6<sup>th</sup> Street  
Gainesville, FL 32601  
(352) 395-5645 or  
(352) 395-5647

<http://www.sfcollege.edu/centers/blount>

**Watson Center**

4150 State Road 21  
Keystone Heights, FL 32656  
(352) 395-5821 or  
(352) 473-8989

<http://www.sfcollege.edu/centers/watson>

**Davis Center**

17500 SW Archer Road  
Archer, FL 32618 (352) 395-5254

<http://www.sfcollege.edu/centers/davis>

**Charles R. and Nancy V. Perry Center for Emerging Technologies**

14180 NW 119<sup>th</sup> Terrace  
Alachua, Florida 32615  
(352) 318-3750 or  
(386) 418-8000

<http://www.sfcollege.edu/centers/perry>

**Kirkpatrick Center**

3737 NE 39<sup>th</sup> Avenue  
Gainesville, FL 32609  
(352) 271-2900

<http://www.sfcollege.edu/centers/kirkpatrick/>

**Open Campus**

<http://www.sfcollege.edu/opencampus>

**Cashier's Office**

<https://www.sfcollege.edu/finance/index>

Location: Building F

Phone: (352) 395-5227

Fax: (352) 381-7020

All monies received by the college are processed through the cashier's office. The cashier's office hours of operation are 8:00 a.m. to 4:30 p.m., Monday – Friday. A picture ID must be presented when picking up any type of check.

- Personal checks will be cashed for up to \$25.00 for full-time and part-time employees.
- Two-party checks will not be cashed.
- Checks will not be cashed for anyone who has had a check returned for insufficient funds unless the comptroller reinstates check-cashing privileges.
- Checks drawn on SF College accounts will not be cashed

**Children on Campus**

If an employee or student wishes to bring children on SF College premises

1. Prior approval from the supervisor or instructor must be obtained.
2. Approval will be granted only for short-term, EMERGENCY situations.
3. Children must be supervised continually by the parent.

**College Rules Manual**

<http://www.sfcollege.edu/rules/>

The College Rules Manual provides important information and is divided into seven sections; Board of Trustees, General College Information, Human Resources,



Degree/Education Requirements, Administration and Finance, Facilities/Physical Plant, and Student Information/Fees. The College Rules Manual is available on the SF College website. The Rules Manual is in portable document format (pdf) and can be searched for words or phrases, can be printed by page or section, and can be downloaded by section or as one complete file. Questions concerning the manual should be directed to the General Counsel's Office in the Office of the President at (352) 395-5170.

## **Communications and Creative Services**

<http://www.sfcollege.edu/ccs/>

Communications and Creative Services is responsible for media relations. The office provides press releases, informs area news outlets about college events, activities and programs, and responds to media inquiries. The following services can be requested through the College Relations office; the Today @ Santa Fe, electronic signage requests, marketing tool requests, publication requests, and web banner requests.

The Style Guide is available on the College Relations website. The guide was designed to help Santa Fe communicate effectively with students and the public, maintain the college's central identity, and establish the identities of individual departments and programs to help the college achieve its goals. The appropriate associate or assistant vice president, dean, director or their delegate is responsible for verifying the accuracy of and authorizing all publication copy and design or other promotional initiative.

## **Community Education**

*Community Education Location:*

Center for Innovation and Economic Development  
(CIED)  
530 W. University Ave  
Phone: CIED, (352) 395-5193  
<http://www.sfcollege.edu/cied/communityed/>

Santa Fe College's Community Education program has been providing non-credit recreation and leisure classes to the community for over twenty-five years. Sponsored by Santa Fe College, in cooperation with the School Board of Alachua County, the program is available in several school sites and businesses throughout the county. New classes begin each August, October, January, April and June. Santa Fe employees receive a \$5 discount for selected Community Education class.

## **Continuing Education/Corporate Training**

*Continuing Education Location:*

Center for Innovation and Economic Development  
(CIED)  
530 W. University Ave.  
Phone: CIED, (352) 395-5053  
<http://www.sfcollege.edu/cied/>

Santa Fe College provides opportunities to enhance your skills, your life and your Career by providing professional growth. Continuing Education/Corporate Training classes allow individuals to enhance their professional and workplace skills, receive training to help them achieve or recertify professional licenses, or to pursue other career opportunities. Classes are provided for individual student registration or through companies by

corporate training. Class subjects range from Entrepreneurship, Technology, Social Media training and Management skills to Insurance Pre-licensing, Business skills and CPR with many types of certification courses available online as well. Many industry-specific skills training can be customized to meet the needs of the workforce and businesses in Alachua and Bradford counties.

### **Dental Clinic**

<http://www.sfcollege.edu/health/dental-programs/dental-clinic-at-sf/index>

Location: Building W, Room 071

Phone: (352) 395-5655

As part of the student-training program at SF College, employees may take advantage of limited dental services provided by appointment at the Dental Clinic, Monday through Friday. A copy of the fee schedule is available upon request. Services offered by the clinic include: dental x-rays, oral examinations, dental hygiene, treatment planning, debridement (cleaning), topical fluoride treatments, sealants and oral hygiene instructions. For further information please contact the Dental Clinic.

### **District Board of Trustees**

<http://www.sfcollege.edu/boardoftrustees/>

The Board of Trustees consists of 8 members from Alachua and Bradford County. The Board acting as a board shall exercise all powers and perform all duties according to the provisions of Florida Statutes and State Board of Education Regulations, which include but are not limited to those described below:

1. Establish rules, upon the advice and recommendation of the President.
2. Hold President accountable for implementation of rules.
3. Require minutes and records to be kept.
4. Control property.
5. Identify educational needs, develop, and adopt College programs.
6. Provide for the supervision and evaluation of the execution of plans for the establishment, organization, and operation of the College.
7. Personnel: Designate positions to be filled, prescribe minimum qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees.
8. In accordance with law, provide transportation services for community college students upon recommendation by the President.
9. Enter into contractual agreements with the federal government or any of its departments or designated agencies; other institutions, departments, agencies, districts, or political subdivisions of the state of Florida and other states of the United States; and private individuals, organizations, and corporations, provided that such agreements are in the best interests of the College.
10. Establish a year-round calendar which satisfies State Board of Education requirements.

For news, meetings, schedule, members, agendas, or minutes please visit the Board of Trustee website.

## Drug Free Workplace (College Rule 3.36)

[http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_36.pdf](http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_36.pdf)

The college is committed to the belief that substance abuse programs are essential components of a comprehensive plan to deal with substance abuse by students and employees on campus or while engaged in college-related activities. The college recognizes that such abuse constitutes a serious threat to the health and well-being of its employees and students and significantly impedes the learning process.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol is prohibited in the workplace, either on college property or as part of any college activity. An employee who violates this rule shall be subject to any of the following penalties: satisfactory completion of an appropriate rehabilitation program; reprimand; suspension; termination; and/or referral for prosecution.

## Evening Services

<http://www.sfcollege.edu/student/sa/>

Location: Building S, First Floor Lobby

Phone: (352) 395-5814

The Evening Services Office, located within Student Life (S-127), is open 4:30 p.m. – 8:00 p.m., Monday – Thursday, and offers a variety of services for evening students and faculty including:

The Evening Services office offers the following services:

- Provides SF ID cards for students, faculty and staff
- Provides scantrons and Blue Books for purchase
- Provides assistance with locating classrooms
- Provides access to the Student Life computer lab (including student printing) and the Recreation Room

If you have any questions, you can call the Evening Services Office or contact Student Life between the hours of 8:00 a.m. – 4:30 p.m. Monday through Friday at (352) 395-5912

## Facilities Services

<http://www.sfcollege.edu/facilities/>

Location: Building U, Room 19

Phone: (352) 395-5521

For any work needed ; moving furniture, electrical, carpentry, painting etc., please go to our Facilities Home page where you will find our computerized work order web site "School Dude" We are just a click away. **Additional information or assistance may be obtained by calling Facilities Services at 395-5521.**

## Food Court

<https://www.sfcollege.edu/finance/auxiliary-services/food-service/index>

Location: Building R, Room 01

The food court offers a variety of choices including Domino's Pizza, La Fortuna and Subway. Please visit the website for hours of operation and menus.

## **Gallery**

<http://www.sfcollege.edu/finearts/gallery/> Location: Building M, Room 147  
Phone: (352) 395-5621

The Santa Fe Gallery serves as a teaching and learning resource for Santa Fe College students, faculty and staff, and the community at large. For a list of current exhibits, gallery schedules, submission requirements, and other information please visit the gallery website.

## **Information Technology Services (ITS)**

<http://www.sfcollege.edu/its/>

Location: Building K, Room 36

Phone: (352) 395-5975

Help Desk Phone: (352) 395-5999

Information Technology Services provides SF College employees assistance with technology issues such as personal computers, printers and telephones. Employees can contact the help desk via phone or by submitting an online work request available on the ITS website. ITS also assists employees with moving computers/printers, updating the phone directory, creating new employee accounts, and setting up a vacation/away message for email. Information regarding discounts for faculty and staff on DELL computers is available on the ITS website. Employees can also check the ITS website for important news and alerts, outages, schedule outages, and viruses.

## **League for Innovation in the Community College**

<http://www.league.org/>

SF College is a charter member of the League for Innovation in the Community College, which is an international organization dedicated to catalyzing the community college movement. SF College is one of more than 750 institutions from 11 countries that have been invited to join the League. The League states, "We host conferences and institutes, develop web resources, conduct research, produce publications, provide services, and lead projects and initiatives with our member colleges, corporate partners, and other agencies in our continuing efforts to make a positive difference for students and communities."

## **Library**

<http://www.sfcollege.edu/library/> Location: Building Y  
Phone: (352) 395-5406

The mission of the Lawrence W. Tyree Library is to support the college mission with knowledgeable staff, resources and an environment that promotes user success. Visit the library's website for a tour of services and staff contact information <http://www.sfcollege.edu/library/index.php?section=contact>.

Library hours are Monday through Thursday from 7:00 a.m. to 10:00 p.m., Friday from 7:00 a.m. to 4:30 p.m., Saturday from 12:00 p.m. to 6:00 p.m., and Sunday from noon to 8:00 p.m. There are extended hours during exams. A librarian is always on duty when open. For hours of operation, holiday hours, and special dates/information please visit

the library's website.

A valid SF College ID card must be presented for book checkout and to use all reserve material. Books are checked out for two-week periods and may be renewed on the phone or online.

**Organizational Structure**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_2/2\\_2P.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_2/2_2P.pdf)

The College's organization structure is available in portable document format (pdf) via the above link.

**Phone System**

Online Telephone Directory: <http://www.sfcollege.edu/phonebook/>

The hours of operation for the Santa Fe Call Center are 8:00 a.m. to 4:30 p.m., Monday through Friday. During weekends and holidays, a recorded message will advise callers of college operational hours, additional information if needed, and how to reach the SF College Police Department.

General Emergency Numbers

Call Center	(352) 395-5000
SF College Police Department (Emergency Calls Only)	(352) 395-5555
SF College Police Department (Non-Emergency Calls)	(352) 395-5519
Facilities Services off-hour emergencies	(352) 395-5519

Power Outage Emergency Numbers

Department	Location	Extension	Emergency
Police Department	T-02	4859	(352) 377-3356
Facilities Services	U-19	5847	(352) 377-3268
Information Technology Services	K-36	4974	(352) 377-3295
Office for Finance	F-26	4860	(352) 377-3325
Health Sciences	W-201	5703	(352) 377-3320
Administration and Finance	F-249	5172	(352) 377-3273
Records and Admission	R-105	5609	(352) 377-3326
Information Technology Education	N-226A	4039	(352) 377-3825
Information Technology Education	N-114	4043	(352) 377-3828
Library Circulation Desk	Y-104	7598	(352) 377-3329

**Police Department – "Ensuring a Safe Santa Fe"**

<http://www.sfcollege.edu/pd/>

Location: Building T  
Phone: (352) 395-5519  
Emergency Line: (352) 395-5555

The college's Police Department has uniformed, state certified, sworn law enforcement officers who can issue traffic citations, make arrests, conduct investigations, provide crime prevention training and provide safety escorts. The SF College Police Department

is one of very few in the Florida College system and was the first State College to have a police agency on site.

The Police Department works together with faculty and staff to enforce the rules of the college and to maintain a safe environment that is conducive to learning. Police officers are on duty twenty-four hours a day, seven days a week throughout the year, including holidays. The Police Department also has mutual aid agreements with other area law enforcement agencies so that they can respond to assist by request.

Auto jumper boxes – As a courtesy, the Police Department checks out “jumper boxes” which can be used to charge a dead battery and start a car. This is one of many services provided by the Police Department.

Crashes – Vehicle crashes should be reported to the Police Department. Clery Act information can be found at:

<https://www.sfcollege.edu/pd/safe-and-secure/clery-act/index>

Citations – Failure to comply with any traffic rules may result in a citation.

Crime Prevention – Officers having received specialized training in crime prevention are available to provide training sessions or group demonstrations as requested. Topics include CampusWatch, workplace violence, threat assessment, rape aggression defense, and specialized topics tailored to individual requests.

Escort Service – Upon request, the Police Department may provide escort to and from classes and parking lots 24/7/365.

Keys – The Police Department is responsible for issuing keys. An employee must sign for keys issued and returned to the Police Department when no longer needed. Keys to exterior doors will not be issued. The Police Department is happy to provide access during alternate hours when buildings are locked. A Santa Fe College ID card will be required.

Locks/Unlocks – All Police Department personnel have the ability to secure or unlock areas of the College.

Lost and Found – Any lost item should be reported in a timely manner to the Police Department. Items that are found should be immediately turned in to the Police Department.

Medical response – Police respond as well as emergency medical personnel to all medical emergencies and can provide first aid, CPR, and trauma response. All medical emergencies are documented.

Parking – Decals are issued by the Police Department. All full-time employees are issued a decal, which enables them to park in the areas marked in blue as reserved (with the exceptions of Lot 1 and Lot 1A). A part-time employee may be issued a temporary decal at the written request of the employee’s department head to the Police Department. Parking on the grass is forbidden except for the overflow in lot 9A. Please

see college rule 6.8 for further details [http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_6/6\\_8.pdf](http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_6/6_8.pdf)

Speeding – 20 MPH speed limit is clearly posted and is enforced.

Special Events – SF College has many large and special events. Planning for events should involve advance contact with the Police Department to ensure adequate staffing, traffic control, cones and event equipment, crowd management, and other safety considerations.

Volunteers in Police Service – Also known as VIPS. A trained volunteer program that augments the police department by providing additional eyes and ears on the campus, increasing safety, and assisting with special events among other tasks. Contact the Police Department for more information.

## **Professional Development**

### Professional Development Scholarship Fund Program

The Professional Development Scholarship Fund Program oversees both the award of monetary scholarships and the disbursement of University of Florida fee waivers.

This scholarship program was initiated for Santa Fe College faculty and staff to promote education enhancement. By acquiring a bachelors, masters or doctorate degree, faculty and staff will gain new skills, knowledge and abilities, which will also enhance the quality of education for students.

Subject to approval and availability of funds, all regular, full-time faculty and staff who have been employed at Santa Fe College on a full-time basis for six months or more, may submit an application for participation in the Professional Development Scholarship Fund Program. University of Florida fee waivers are distributed through the same process. For more information or an application please contact the Office of Human Resources at (352) 395-5185.

## **Property Control**

<https://www.sfcollege.edu/finance/property/index>

Location: Building F, Room 26

Phone: (352) 395-5207

The Property Control office is responsible for maintaining records, conducting annual inventory, and handling the acquisition and disposition of all Santa Fe College property in a manner consistent with the laws of the college and the State of Florida. Any items moved from one office to another, or those that disappear from an office, should be reported immediately to the Property/Contract Supervisor. Losses should also be reported to the Santa Fe College Police Department. Property training occurs during the annual inventory process. Visit the Property Control website for more information.

## **Purchasing**

<https://www.sfcollege.edu/finance/purchasing/index>

Location: Building F, Room 26

Phone: (352) 395-5230

The policies and procedures of the Purchasing Department are based on the State Board of Education rules, and are established by the Board of Trustees and college authorities. If funds are available, a requisition (Request to Purchase) is created on eStaff and approved for use by the appropriate budget authority, as well as any others in the approval path. Upon approval, a purchase order is created by the Purchasing Department and issued to the vendor. Where appropriate, some College employees are issued procurement cards (credit cards) if they have a need to make continuous small-dollar purchases.

Purchases made without prior authorization are unauthorized and non-binding to the college and are the financial obligation of the person that placed the order. Departments may check the status of a requisition or purchase order via eStaff.

Purchasing processes all requisitions, purchase orders and solicitations (bids, RFP's, etc.). Requisitions should be submitted well in advance of need to assure on-time delivery. This is particularly true of large dollar-value items, as more formal methods of competitive bidding are required. Forms and additional information may be found on the Purchasing website.

## **Safety and Risk Management**

<http://www.sfcollege.edu/safety/>

Location: Building F, Room 26B

Phone: (352) 395-5526

Safety and disaster procedures are provided via online manuals accessible via the above website.

## **Tobacco Use (College Rule 5.12)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_5/5\\_12.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_5/5_12.pdf)

Smoking and tobacco use are prohibited on College premises, including in personal vehicles while on College premises with no exception. No smoking or tobacco products may be sold or advertised on College premises. Littering any College premises with the remains of tobacco products is also prohibited. Please refer to the College Rule 5.12 for more information.

## **Travel**

<https://www.sfcollege.edu/finance/travel/index>

There are three types of travel: in-district, out-of-district, and student travel. Appropriate budget signature authority must approve all types of travel requests in advance. Travel requests must be submitted via eStaff. Mileage charts, comprehensive travel rules and regulations, and information about training may be found on the travel website.



## Work Hours

Most full-time, 12-month employees, unless otherwise specified, work a 40-hour workweek from Sunday through Saturday. While most work Monday through Friday from 8:00 a.m. to 4:30 p.m., others work eight hours per day over various days during the work period. More flexible work schedules are required in some areas to maximize availability to students while not exceeding the standard 40-hour workweek. 5 Therefore, in certain situations, when college need is sufficiently demonstrated, documented, and approved by the appropriate member of President's Staff, variations of the 40-hour workweek, including any combination of days and hours during the Sunday through Saturday workweek to equal 40 hours of work, may be authorized. These modified schedules do not impact full-time status, duty days, or any other benefits. At least 10 days' advance notice to an employee of a substantial scheduling change is required unless previously addressed in the position description or other agreement with the employee. Appropriate documentation and approvals for flexible work schedules will be maintained in the relevant department. The President, upon recommendation and request from a member of President's Staff, may authorize seasonal departures, such as summer flex schedules, from the standard workday/workweek for specific portions of the year and no adjustments of salaries will be contemplated by such temporary arrangements. This may include any combination of days and hours during the Sunday through Saturday workweek to equal 40 hours of work. The President may designate specific alternative days for exempt employees to take a regularly scheduled holiday when college needs require an employee to work on a scheduled holiday.

## SECTION 2

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# HUMAN RESOURCES

### Human Resources

<http://www.sfcollege.edu/hr/>

Location: Building R-A

Phone: (352) 395-5185

The Human Resources department is dedicated to providing quality service, benefits and opportunities to employees, students and the community.

### Benefits - Full time employees

Phone: (352) 395-5191

Full-time Santa Fe College employees are offered a variety of employee benefits; retirement, health insurance, term life insurance, leave time and sick leave pool as well as professional development opportunities. Since employees have different lifestyles and needs, SF College strives to tailor benefit packages to fit individual life situations.

Health Insurance: Santa Fe College offers three types of health care products (HMO, PPO & HSA) to full-time employees and their dependents or qualified domestic partners through Florida Blue. An alternative benefit plan is also available to those full-time employees who have health care coverage elsewhere. Florida Blue health care plans may only be changed during open enrollment or within 30 days of a qualifying event (i.e. birth of child, marriage, loss of other health care coverage or divorce). The employee pays the cost of dependent coverage through payroll deduction and the employee may remove dependents at any time.

Term Life Insurance: Santa Fe College provides basic term life insurance at one and one half times the full-time employee's current annual salary. An employee may elect to purchase supplemental term life/supplemental AD&D policies in addition to the college paid basic term policy in the amount of one, two or three times his or her annual salary. Supplemental coverage premiums are offered at the group rate.

Retirement: Santa Fe College is a participant in the Florida Retirement System. As a condition of employment, all full-time employees have the option of enrolling in the FRS Pension or FRS Investment Plan. Once enrolled, members have a one-time opportunity after your Choice period ends, or you make your plan election, if earlier, to switch from the Investment to the Pension Plan, or from the Pension Plan to the Investment Plan. Your 2<sup>nd</sup> Election Enrollment form must be received by the Plan Choice Administrator while still earning service credit and before your date of termination.

The FRS Pension Plan is an employer/employee contribution defined benefit plan, in which you are promised a benefit at retirement if you meet certain criteria. The amount of your future benefit is determined by a formula based on your earnings, length of service, and membership class. Your benefit is pre-funded by contributions paid by performance of your investment funds.

Optional retirement programs are available for eligible employees in certain positions in lieu of participating in the Florida Retirement System. These defined contribution programs offer individual or group retirement contracts that provide retirement and/or death benefits for participants.

A FRS retiree generally may not work for an FRS employer for a full twelve-month period after his or her effective retirement date. For more information, contact the Benefit's Office or visit [www.myfrs.com](http://www.myfrs.com).

*Dental Insurance:* An employee may purchase dental insurance through a group plan by payroll deduction. For information, contact the Benefits Office.

*Vision Plan:* The Vision Plan offers employees and their family members, special savings on all eye care needs including eye exams, eyeglasses, and contact lenses.

*Pre-Tax Retirement Plans:* Employees may choose from a variety of 403(b), mutual fund and 457(b) companies to invest money on a voluntary pre-taxed basis offered as a payroll deduction. Visit the Benefits website for more information.

*Disability Insurance:* Employees may choose to purchase disability insurance coverage. Premiums are calculated by the employee's annual salary and are payroll deducted.

*Fee Waivers (College Rule 7.13)*

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_7/7\\_13.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_7/7_13.pdf)

Fee waivers are offered to full-time faculty and staff after six months of employment. Adjuncts are eligible for fee waivers after six months of employment and having taught 18 credit hours. Waivers are also offered to dependents of full-time faculty and staff. Dependents are defined as those claimed as a dependent on Federal Income Tax Form 1040. Employees are responsible for books, lab and activity fees.

Courses taken during working hours must be approved by the employee's supervisor. A memo stating when time missed will be made up must be signed by the supervisor and submitted to Human Resources with the fee waiver.

Employee and dependent fee waivers are available in the Human Resources office (Building: R-Annex).

**Criminal Background Checks (College Rule 3.22)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_22.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_22.pdf)

New employees who begin employment on, or anytime following, August 1, 2003, will be fingerprinted for the purpose of conducting criminal background checks. This applies to the following positions: full-time, part-time non-student, volunteers, interns, and other positions of special trust or responsibility or those in sensitive locations as designated by the college president. For more information please refer to College Rule 3.22.

## Discounts

A list of area merchants offering discounts to SF College employees are available at <http://www.sfcollege.edu/hr/employee-benefit-information/discounts>

## E-Verify

Santa Fe College utilizes the E-Verify employment verification service. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Santa Fe College will provide the Social Security Administration and, if necessary, the Department of Homeland Security with information from each new employee's form I-9 to confirm work authorization.

## Holidays

The college observes all state holidays. In addition, the college closes for Spring Break, Winter Holiday Break and additional college recognized days. See the college calendar on the SF College website for more information on college events and important dates. <http://apps.sfcollege.edu/calendar/month.php>

## Leaves of Absence (College Rule 3.20)

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_20.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_20.pdf)

The purpose of College Rule 3.20 is to establish policies related to leaves of absence for employees of SF College. The college president shall establish procedures for the implementation of this rule.

Leave of absence is defined as permission by authorized individuals for an employee to be absent from his or her assigned duties for a specified period of time with the right of returning to employment, without prejudice, on expiration of leave. With the exception of sick leave, authorized leave must be approved in advance of the absence.

### Vacation Leave

All full-time employees can earn vacation leave based on their continuous and creditable service as follows:

#### Education Support Employees and 12-month Instructional Personnel

0 through 5 years	8 hours per month
6 through 10 years	10 hours per month
After 10 years	12 hours per month

#### All Other 12-month Personnel

Executive/Managerial (not Senior Management)	22 days per year
Executive/Managerial (Senior Management)	30 days per year

### Sick Leave

Any full-time employee who is unable to perform his/her duties because of personal illness or because of sickness, accident, disability, or extended personal illness or death of employee's father, mother, brother, sister, spouse, child, other close relative, or member of the employee's own household and, consequently, has to be absent from

work, shall be granted leave for sickness. A disability caused or contributed to by pregnancy, childbirth or related medical conditions affecting the employee shall be considered the same as personal illness for purpose of this policy. Any full-time employee who is granted sick leave by the college shall receive regular pay while on approved leave to the extent earned accumulated sick leave credit is available to offset the time absent for work.

Each full-time employee shall earn credit toward one day (8 hours) of sick leave with compensation for each calendar month or major fraction of a calendar month of service, not to exceed 12 days (96 hours) of credit during any fiscal year. Annual contract positions with reduced hours will earn sick leave hours equal to the percentage of the employee's full-time equivalency. Such sick leave credits shall be cumulative from year to year.

Full-time employees having sufficient accumulated sick leave credit may be granted up to 4 days for personal reasons during each fiscal year, such period of absence to be with pay. Such leave, when granted, shall be charged against the employee's accumulated sick leave credits. Personal leave shall be non-cumulative.

Accumulated unused sick leave credits shall be accepted from previous employment at Santa Fe College, another Florida community college, the Florida Department of Education, the State University System of Florida, or a Florida county board of public instruction, provided that at least one-half of the sick leave credited at any time must have been earned at Santa Fe College.

For illness arising out of or during employment – See Workers Compensation (Safety and Risk Management) section. <http://www.sfcollege.edu/safety/>

#### Extended Personal Leave

Leave may be granted at the discretion of the Board of Trustees for an extended period of up to one year. An additional application for leave may be filed at the expiration of approved leave and new leave may be granted at the discretion of the Board; only one such additional application may be considered by the Board. Applications for extended leave shall be submitted to Human Resources at least 30 days prior to the date of the Board meeting for which the request would be on the agenda after supervisory approvals have been obtained. The president has the discretion whether or not to grant the leave on the basis of college requirements and fairness to the employee.

An employee on extended personal leave shall not be compensated by the college nor shall he/she accrue benefits of working personnel, including pay raises, fringe benefits, and retirement credits.

#### Judicial Leave

College Rule 3.20 allows for an employee who is summoned for jury duty to be granted administrative leave with pay, with the employee retaining jury fees. The college will not reimburse the employee for meals, lodging and travel expenses incurred while serving as a juror.

Judicial leave with pay will not be granted for court attendance when an employee is

engaged in personal litigation where he/she is principal: however, vacation or personal leave may be granted in such cases. The summons for jury duty must be attached to the completed leave form for judicial leave.

### Military Leave

Military leave shall be granted in accordance with Florida Statute and Florida Administrative Code.

### **Sick Leave Pool**

Enrollment in the Sick Leave Pool is available to full-time employees after one year of service on their anniversary date or annually during open enrollment thereafter. Members contribute four hours annually to the pool and must have a minimum of forty- eight unused accrued hours of sick leave to be eligible to join. The purpose of the sick leave pool is to provide an opportunity for employees to create a bank of sick leave hours that can be drawn on by fellow employee SLP members who exhaust all sick leave due to a catastrophic illness or health related emergencies only. To learn more about the sick leave pool visit the HR website at [http://dept.sfcollege.edu/rules/content/media/PDF/Rule\\_3/3\\_20P.pdf](http://dept.sfcollege.edu/rules/content/media/PDF/Rule_3/3_20P.pdf)

### **Family Medical Leave Act**

SF College complies with the Family and Medical Leave (FMLA) of 1993 and does not interfere with, restrain, or deny the exercise of any right provided under FMLA.

An eligible employee may be given up to twelve weeks of unpaid leave, with the ability to return to the same or an "equivalent" position, with no loss of accumulated service, and with no reduction in benefits for one or more of the following reasons:

- For the birth and first year of care of a child. Leave must conclude within twelve months of birth and may be taken by either parent.
- The adoption or foster placement by the state of Florida of a child in the employee's home. Leave must conclude within twelve months of placement and may be taken by either parent.
- To care for the serious medical condition of an employee's spouse, child or parent.
- To take a medical leave when the employee is unable to work because of a serious health condition.
- Care of service member.
- Military family leave.

An employee must use accumulated sick leave and once exhausted can request to use accrued vacation leave to remain in a paid status during FMLA period.

### **Outside Employment/Public Office (College Rule 3.18)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_18.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_18.pdf)

The purpose of College Rule 3.18 is to state the restrictions related to outside employment and holding of public office. Full-time employees shall not accept outside employment which would interfere with the performance of duties assigned by the college, or which

would conflict with working hours established by the college.

Employees of the college are entitled to seek and hold public office, provided there is not a conflict of interest and the holding of such office shall not interfere with college duties.

## **Payday**

<https://www.sfcollege.edu/finance/payroll/time-attendance/index>

Employees are paid on a semi-monthly basis, on the 15<sup>th</sup> and the last day of each month. When payday falls on a holiday or weekend, payment will be made on the last working day preceding the holiday or weekend. Employees are encouraged to have their paychecks electronically deposited to a financial institution. The Payroll office can be reached at (352) 395-5218.

## **Payroll Deductions**

Upon receiving a paycheck, the employee should make sure that the proper deductions have been made. A suspected error should be reported immediately. Errors related to benefits deductions should be reported to the Benefit's Office at 395-5191. Errors related to any other type of deduction should be reported to the Payroll Office at 395-5218.

The following represents the types of deductions that may be made: vision and dental insurance, AFC dues, Friends of Career Service donations, hospitalization insurance, life and disability insurance, tax-sheltered annuities, United Way, and the Cafeteria Plan.

Participation in the college's various insurance plans is optional. No payroll deduction, other than Florida Retirement System, Federal Income Tax, Medicare and Social Security, can be made without the employee's written authorization, unless court ordered.

## **Sexual Harassment Policy (College Rule 2.8)**

[http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_2/2\\_8.pdf](http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_2/2_8.pdf)

Santa Fe College (SF) is committed to maintaining a work and educational environment that embraces diversity and where no member of the college community is excluded from participation in, denied the benefits of, or subject to discrimination in any college program or activity based on: their race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, or veteran status. This commitment applies to employees, volunteers, students, and, to the extent possible, to third parties, applicants for admission, applicants for employment, and the general public. In keeping with this commitment, all employees and volunteers of SF College are required to successfully complete the *Preventing Sexual Harassment* training provided by the Office of Human Resources prior to employment.

Santa Fe College's Rule 2.8 Prohibition Against Discrimination and Harassment and Rule 2.8P Prohibition Against Discrimination and Harassment (Procedure) define its policy prohibiting

discrimination and harassment and its grievance procedures for such complaints.

SF shall take all complaints seriously and will strive to promptly, equitably and thoroughly investigate all complaints. If, after thorough investigation, it is determined that discrimination or harassment has occurred, the college will undertake elimination, prevention, and remedying measures.

Members of the college community should be aware that every employee, other than those Rule 2.8 Page 2 of 9 considered confidential by SF, is responsible for making SF aware of any concerns or complaints of discrimination or harassment. SF has designated the Equity Officer/Title IX Coordinator as the individual responsible for receiving any information that may indicate discrimination or harassment. Sharing this information allows the college to make sure affected individuals receive appropriate support services, track incidents and identify patterns, and protect the college community. An employee's failure to report information or complaints about possible discrimination or harassment may result in disciplinary action.

Inquiries regarding non-discrimination policies or concerns about discrimination or harassment, including concerns about sexual harassment or sexual violence under Title IX, should be directed to

Jasmine Gibbs

Equity Officer and Title IX Coordinator

3000 NW 83rd Street, R-Annex, Room 113, Gainesville, Florida 32606

352-395-5950

equity.officer@sfcollge.edu

### **Terminating Employment/Exit Interview**

A letter of resignation should be submitted to the employee's supervisor that indicates last day of employment and last day on campus. Under normal circumstances, the college should be given at least two weeks notice prior to the resignation date. Employees should contact the Human Resources Office to schedule an exit interview prior to his/her last day on campus.

### **Workers Compensation (Safety and Risk Management)**

<http://www.sfcollge.edu/safety/>

Phone: (352) 395-5526

Illness arising out of or during employment - A supervisor should be notified immediately when an employee is injured or becomes ill. Procedures for work-related injuries or illnesses for all employees include:

- When injury occurs, no matter how minor, report it to the supervisor immediately.
- Fill out an FCSRMC Accident/Incident Report, have a supervisor sign it, and send it to the Safety and Risk Management office. If medical attention is necessary, report to the Safety and Risk Management Coordinator in the Administration office (Building F) to fill out a Notice of Injury. You'll be given a referral form to take with you to the appropriate workers compensation managed care facility. Give the form to the receptionist upon arrival. Return



the form and all other paperwork to the Safety and Risk Management Coordinator or Supervisor before returning to work.

- After loss time, the employee must report to the Safety and Risk Management office or Supervisor with a Return to Work Notice from Dr. with any work restrictions. The employee cannot return to his/her position without the notice.

Note: For nighttime personnel or in an emergency situation, call or go to the SF College Police Department; report emergencies or nighttime personnel injuries to the Safety and Risk Management office within twenty-four hours of accident. Failure to report any work-related injury within thirty days of occurrence may result in denial of your workers comp claim. Seeking medical attention without prior authorization will result in waiving of rights for the services rendered to be paid by workers compensation. It is very important to follow these procedures. SF College Police Department Non-Emergency Calls 395-5519 or SF College Police Department Emergency Calls 395-5555

### Faculty Employee Information

#### College Senate

<http://dept.sfcollege.edu/senate/>

SF College has a college-wide senate that represents the faculty and administrative and professional staff of the college. For a list of officials, representatives, constitution, by-laws, minutes and other information visit the College Senate website.

#### Adjunct Website

<https://www.sfcollege.edu/academic-affairs/faculty-support/adjunct-resources>

This website was designed to benefit adjunct faculty by providing useful links to internal resources and information and external points of interest.

### **Student and Instructional Information**

#### Student Support, Academic Affairs and Instructional Information

<http://www.sfcollege.edu/academicaffairs/>

This section contains information related to student performance, conduct, and support services. We have listed those topics, areas, and departments that we most frequently receive questions about. To see a full listing of student support services please visit the website. The college catalog has a comprehensive academic affairs section that can be accessed through the Academic Affairs website.

Additional information pertaining to Academic Affairs may be accessed via the following links:

Open Campus <http://www.sfcollege.edu/OpenCampus/>

Faculty Credentialing Manual

<http://www.sfcollege.edu/Assets/sf/hr/files/forms/credentialing/Faculty%20Credentialing%20Manual.pdf>

Faculty Guide to Student Affairs Services <https://www.sfcollege.edu/studentaffairs/index>

This page provides an at-a-glance overview of the services offered by Student Affairs. Use this page to gain insight into the mission and location of each Student Affairs office as well as the circumstances under which students should be referred.

Faculty Support

<http://www.sfcollege.edu/academic-affairs/faculty-support/index>

## **Academic Objectives and Attendance**

Students are responsible for satisfying the entire range of academic objectives as they are defined by the instructor in any course. Attendance requirements are included within the academic objectives or class overview of each course. These objectives shall be presented in writing by the instructor at the beginning of each class. Absences shall count from the first class following registration. Lateness or leaving early may be considered as absences. Failure to satisfy any of the course objectives may have an adverse effect on the grade earned in the course or may result in the student's receiving no credit in the course.

Because of Federal regulations, SF College is held responsible for overpayment to veterans and students receiving financial aid. Therefore, faculty and students receiving financial aid are required to pay particular attention to students who receive veterans benefits and are so designated on class rosters by an asterisk (\*). At midterm, instructors are asked to indicate on their midterm rosters those students who have ceased to attend their classes, so that financial aid records can be updated.

## **Field Trips**

Instructors are encouraged to employ field experiences when and where appropriate. Two conditions must be met, however, before taking a class on a field trip, namely:

- Acceptable evidence must be shown to the appropriate Chairperson or Director that such a field trip is more educationally profitable than an on-campus experience.
- Detailed plans and appropriate leave request forms must be provided and be approved by the Provost and Vice President for Academic Affairs two weeks in advance of the intended field trip date. Procedures may be found at the Office for Finance's Student Travel page: <https://www.sfcollege.edu/finance/travel/student-travel/index>

## **Student Conduct Code (College Rule 7.23)**

[http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_7/7\\_23.pdf](http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_7/7_23.pdf)

The Student Code of Conduct sets forth the standards of conduct prohibited for students and other members of the College community. These regulations are considered necessary to preserve and maintain an environment conducive to learning, to ensure the safety and welfare of the members of the College community, to encourage students in the development and practice of good citizenship and self-discipline, and to protect the property and equipment of the college. Please refer to College Rule 7.23 for more information.

## **Student Handbook**

<https://www.sfcollege.edu/studentaffairs/student-rights/index>

The Student Handbook is a virtual document that provides links to a number of places on Santa Fe's website of particular interest to students. This includes links to resources, services, policies, and rights & responsibilities

1. You can download and print the handbook or any section of the handbook

- with all formatting and images intact.
2. You can use the search tool to find a particular word or phrase.
  3. You can navigate through the document by clicking on navigation arrows or typing the desired page number.
  4. You can adjust your page view so that it fits across the entire screen. This will help with legibility if you are finding it hard to read the *Student Handbook* as it appears initially on your screen.

## **Class Syllabus (first day of class handout)**

Instructors are asked to give, in writing via hard copy or on-line, students an overview of the course. This handout should include the following:

- A brief description of the course
- Course goals and objectives
- The title and authors of the textbook
- A statement of attendance policy
- A statement regarding tests and make-up exams
- A statement on cheating and plagiarism
- A statement of how the final grade will be calculated
- Instructor's office hours
- If a specific time schedule for topics and tests has been determined, this should also be included.
- A statement indicating whether the course is a Gordon Rule course and how the requirements will be met.

The complete syllabus checklist may be found at <http://dept.sfcollege.edu/senate/content/LAS/Syllabi.pdf>

A copy of this overview must also be forwarded to the appropriate Chairperson or Director. Samples of the above mentioned class handout may be obtained from the Chairperson or Director.

## **Faculty Contract and Salary Information**

### **Definition**

Full-time instructional personnel are Board employees whose designated duties involve teaching and associated College service as defined in the full-time faculty position description. Instructional personnel are to be employed under written annual or continuing contracts, as required by Rule 6a-14.041 and 6A-14.0411, Florida Administrative Code.

A full-time instructor is a member of the instructional staff who is under contract for a minimum of 9-months. The current academic year of the College and the contract year for 9-month instructional personnel on the Basic Salary Contract embrace the period from Fall Term beginning with Convocation, through the end of Spring Term. Compensation is based on 24 equal payments at the contract amount.

Unless absent for approved purposes, instructional employees are required to perform their assigned duties during the designated work days of the College. Refer to college rule 3.20 for approved leaves of absence. A work day normally consists of 8 hours.

The contract year for instructional personnel on the 12-Month Contract is the same as for administrative employees and will normally run from July 1, through June 30. Compensation is based on 24 equal payments of the contract amount.

## **Basic Salary Contract**

The Basic Salary Contract guarantees full-time instructional employment for the Fall and Spring Terms in the academic year/contract year concerned. Full-time instructional employment in this context means that the minimum instructional load required of a full-time instructor during the academic/contract year will be 30 semester hours of credit class instruction, usually on the basis of 15 credit hours in the Fall semester and 15 credit hours in the Spring semester. To continue full-time status and the benefits that accrue to this status, it is expected that this minimum teaching load will be maintained. Exceptions may occur to the above minimum term loading requirements for full-time instructional employees as a result of special program/discipline loading needs. Any assignment of an instructional load in excess of these limitations must be specifically approved by the President or his/her designee after it has been determined that such assignment is in the best interest of the College.

Independent study courses are taught at the discretion of the individual faculty member with approval of the appropriate department chair/director. Faculty do not receive additional loading for these classes.

Whenever instructional loads are expressed in terms of "semester credit hours" in this salary schedule, they may be converted to "non-credit instructional clock hours" by using the formula of 25 non-credit instructional clock hours equal a semester credit hour equivalent. This formula may vary by program based on approval by the provost. Variations from the standard must be documented and justified.

## **Terms of Employment**

In general, each employee of the College is obligated by the employment agreement to commit a given amount of time and effort to assigned duties. Instructional personnel are required to fulfill the instructional load specified in their respective contracts and the College service described in the full-time and part-time faculty position descriptions, the daily commitment of time to related duties prescribed in the approved Salary Schedule and be subject to appropriate assignments by the President or his/her designee during the duty days prescribed in their respective contracts. The College further expects that all faculty possess and maintain the ability to plan and carry out the complete scope of their instructional assignments on an ongoing basis.

## **Faculty Grading**

Among the many duties, that faculty have, grading student work is one of the most important. Grading enables faculty to determine a student's progress as well as how effectively that assignment meets its pedagogical goals. Assessment of student work for

the purpose of grades must be done by a person authorized by the College who possesses the appropriate credentials. Student grades and records are FERPA protected and therefore nonpublic and restricted to designated College employees who by nature of their official position descriptions are afforded access. Given those elements, grading must be done only by authorized employees of the College. Any grading of student work or entry of grades by non- authorized individuals may result in legal and contractual penalties, including termination.

### **Twelve-Month Instructor**

The 12-Month Contract extends the time and duties commitment of the instructor to a full academic/contract year of prescribed service to the College. The contract will run July 1, through June 30 of the current year. The 12-month contract requires the instructor holding such a contract to be assigned duties, administrative, professional and/or instructional, for a total equal to 42 semester credit hours of assigned duties and the instructor is required to perform those additional administrative, professional and/or instructional duties during the designated workdays of the College. Most full-time, 12-month faculty, unless otherwise specified, work a 40-hour workweek from Sunday through Saturday. While many work Monday through Friday from 8 a.m. to 4:30 p.m., others work eight hours per day over various days during the work period or any combination of days and hours to equal 40 during the Sunday-Saturday workweek. Work schedules are documented and approved by the appropriate member of President's Staff. Additional duties performed in lieu of teaching shall be documented on the instructor load sheet of the individuals concerned. Full-time faculty are also expected to engage in service to the college per the faculty position description approved by the college senate. To continue full-time status and the benefits that accrue to this status, it is expected that this minimum teaching load will be maintained. Exceptions may occur to the above minimum term loading requirements for full-time instructional employees as a result of special program/discipline loading needs. Any assignment of an instructional load in excess of these limitations must be specifically approved by the President or his/her designee after it has been determined that such assignment is in the best interest of the College.

### **Modified Teaching Load**

Based upon program needs, certain faculty in the clinical health, zoo animal technology and construction and technical programs may teach up to 6 credit hours in the summer term of the academic year with payment for those additional hours at their individual contract credit hour rate. The modified teaching load must be approved by the appropriate member of President's Staff and noted on the faculty load sheet. As an aid to faculty recruitment and retention, excess hours (up to six) compensated at their salary per credit hour rate for faculty in the nursing program may be disbursed on an annualized basis, consistent with the established 24 pay period payment schedule.

At a minimum, the full-time instructor shall carry the instructional load prescribed by the Basic Salary Contract, the 12-Month Contract, or such modified teaching load as approved by the President, Vice President or his/her designee. Adjustments in these minimum credit hour loads may be made for equivalent alternative service, as approved by the President, Vice President or his/her designee, provided justification for such

alternative service is documented in the permanent personnel file of the instructor concerned.

All full and part-time faculty members must publish in their syllabi the days, times, and location they will be available for office hours. For online students, all full and adjunct faculty must post on the course homepage:

- the days and times they may be contacted for online office hours at a remote site
- the preferred method of telecommunication

Each term, all full and part-time faculty members must post, at their office, a completed schedule card of assignments and office hours. For those adjunct faculty members who are not assigned to a particular office site on campus, completed schedule cards of assignments outlining the days and times of telecommunications should be submitted to the department chair or director and noted on the syllabi.

Exceptions to the minimum weekly time commitments as stated previously must be approved by the appropriate vice president and documented in each employee's personnel file.

The Basic Salary Contract requires the instructor to commit a definite number of days of service to assigned instructional duties. The full-time faculty contract is based on a pre-determined number of contract days each academic year. Any faculty member who is absent from his/her assignments for a contract day must submit a leave form for eight hours.

This contract and the salary schedule are based upon the assumption that faculty are devoting forty (40) hours per week to work associated with their faculty positions. A significant portion of these hours will be spent on campus in fulfillment of the following minimum weekly time commitment (with the exception of exam weeks):

1. Assigned teaching hours of 15 credit hours or equivalent.
2. Ten (10) hours per week of scheduled office time for availability to students.
3. Ten (10) hours per week of time for instructional preparation, related instructional activities and assessment of student learning.
4. Time as required to meet professional obligations, including, but not limited to, assessment of curriculum, departmental meetings, committee assignments, professional development and special study groups, etc.
5. For annual contract faculty, the weekly time commitment requirement must include on campus time sufficient time for participation in the activities described above to allow for adequate review of the faculty member and, as such, constitutes an essential function of the job.

The instructional loading commitment will not be counted as part of the ten hours per week of scheduled office time requirement. Faculty will be expected to address their involvement with department and college activities as part of their annual evaluation.

In certain program areas due to off-campus instructional assignments, the ten hours per

week of scheduled office time commitment may be held at the off-campus site.

Office hours associated with on-line (distance learning) courses may be redirected based on written approval by the department chair/director. Faculty members may be authorized to hold two of the required office hours at an alternate location for each three-credit hour on-line course for instructing and communicating with students in person, on-line, by phone, or fax. A minimum of 5 hours per week will be allocated for each course and the associated office hours for communication dialog with students. Each faculty member will establish regularly scheduled "virtual" office hours so that on-line students will have the same opportunity as those on campus to interact with their instructor at established times. This availability applies to exam week as well. A specific plan of communication will be identified and approved by the department chair/director at the beginning of each term and published in the course syllabus. Other departmental responsibilities will be individually negotiated with each faculty member. In addition, the instructor must attend and participate in all discipline-related meetings and/or college-related functions as identified by the chair/director. In the event a faculty member is exclusively loaded for on-line courses in a given term, the chair/director must establish designated meeting times to be held on campus with the instructor.

During non-traditional academic terms and/or non-traditional delivery, faculty must maintain a minimum weekly total of 25 hours for instructional duties and office hours combined; these faculty are still responsible for devoting a total of forty (40) hours per week to work associated with their faculty positions.

Faculty in the construction and technical, accredited health, and zoo sciences programs spend a minimum of 24 contact hours per week in classroom, clinical and/or laboratory settings. These faculty are assigned six office hours each week due to the large amount of time spent in contact with students. Faculty in the high school program spend a minimum of 25 contact hours per week in classroom and/or laboratory settings. These faculty are assigned five office hours each week due to the large amount of time spent in contact with students; these faculty are still responsible for devoting a total of forty (40) hours per week to work associated with their faculty positions.

Each term, all full and adjunct faculty members must post, at their office, a completed schedule card of assignments and office hours. For those adjunct faculty members who are not assigned to a particular office site on campus, completed schedule cards of assignments outlining the days and times of telecommunications should be submitted to the department chair or director and noted on the syllabi.

Exceptions to the minimum weekly time commitments as stated previously must be approved by the appropriate vice president and documented in each employee's personnel file.

### **Part-Time Instructor**

*Part-Time Instructor:* Part-time instructional service will be paid for on the basis of \$744 per semester credit hour and \$29.76 per clock/contact hour. The President or his/her



designee may authorize a rate not to exceed \$30 per clock/contact hour for instructional service which requires highly technical preparation in the technical and public service, trade and industry, business education, and health related areas. The President or his/her designee may establish a rate that is 20% higher than the semester credit hour and clock/contact hour rate for part-time faculty in the areas defined as critical need programs, which are as follows: Nursing, Medical Imaging, Surgical Technology, Respiratory Care, Physical Therapist Assistant, Dental and Biotechnology programs. The authorized rate will be justified and documented in the personnel file.

## **Substitute Instructor**

Substitute instructors are to be paid at the following rates:

1. For credit-hour instruction
  - A. \$.72 per minute per class session
  - B. \$.86 per minute per class session in Critical Need programs
  - C. Health-related clinical substitution will be paid at a rate commensurate with the duties associated with the clinical assignment, and will be at least \$20 per clock/contact hour. The President or his/her designee may authorize a rate not to exceed \$50 per clock/contact hour for selected clinicals requiring special license or credentials.
2. For non-credit instruction: Vocational/Technical courses, \$15 per contact/clock hour. The President or his/her designee may authorize a rate not to exceed \$30 per clock/contact hour for selected vocational/technical courses requiring special license or credentials.

## **Maximum Teaching Loads**

A full-time instructor who is requested by the College to teach in excess of the minimum teaching load prescribed in his/her basic teaching contract (30 semester credit hours) shall be compensated as prescribed in this section. Exceptions to these loading limitations must be authorized by the President or his/her designee and the Vice President when necessary for the successful operation of the College.

1. One time per contract year, in the Fall Term or in the Spring Term, no more than two (2) additional course sections, up to 23 semester credit hours.
2. In the Summer Term, overload assignments per the need of their departments.

Instructors shall not be authorized to teach more than a total of 36 semester credit hours during the Fall and Spring terms combined unless specifically approved by the Provost or Vice President.

Semester credit hours taught in excess of the minimum term requirement are considered overloads and shall be compensated for at the rate of \$744 per credit hour (\$29.76 per clock hour/contract hour).

Faculty who fail to complete their full contract assignment in terms of days and/or credit hours will be paid at their daily rate of pay for the days worked under the basic salary contract. Any load in excess of 15 credit hours will be paid at the overload rate or if approved for the modified teaching load at that rate of pay should the instructor

fail to complete their full contractual assignment.

A part-time instructor may be appointed for no more than 28.5 hours, which is approximately twelve (12) instructional credit hours, or equivalent, per term. Terms are defined as Fall (September-December), Spring (January-April), and Summer (May-August).

## **Salary Statement**

*Full-Time Instructor:* The minimum and maximum salaries for full-time instructors for current year are based on rank as defined by earned degree and specified at the end of the Contract Personnel (Faculty) section of the Salary Schedule.

Rank is generally determined by attainment of discipline-related degrees from accredited institutions. Initial rank is based on highest related degree at the time of hire. Changes in rank resulting from additional educational preparation will be made with the beginning of the next month following delivery to the Human Resources Officer appropriate documentation of this achievement and submission of a revised Faculty Credential Verification form by the department chair/director. Such changes will amount to the difference between the bases of the ranks involved and will be prorated for the balance to the contract year.

The President shall determine salary by assignment of appointees to the relevant salary range schedule adopted annually by the District Board. Placement on the salary table is to be determined by academic preparation, years of experience, and other pertinent factors.

Any request to move a faculty position from its current contract length to any other type of contract must be approved by the President or his/her designee and the annual salary will be revised based on the appropriate salary schedule.

*Part-Time Instructor:*

Part-time instructional service will be paid for on the basis of \$744 per semester credit hour and \$29.76 per clock/contact hour. The President or his/her designee may authorize a rate not to exceed \$30 per clock/contact hour for instructional service which requires highly technical preparation in the technical and public service, trade and industry, business education, and health related areas. The President or his/her designee may establish a rate that is 20% higher than the semester credit hour and clock/contact hour rate for part-time faculty in the areas defined as critical need programs, which are as follows: Nursing, Medical Imaging, Surgical Technology, Respiratory Care, Physical Therapist Assistant, Dental and Biotechnology programs. The authorized rate will be justified and documented in the personnel file.

## **Continuing Education/Corporate Training**

The base rate of pay for Continuing Education/Corporate Training instruction is \$25/hr. The President may authorize a higher rate of pay for courses where special expertise is

required or the market for available instructors dictates and will provide documentation to be placed in the employee's file to support these requests.

## **Community Education**

The base rate of pay for Community Education instruction is \$15/hr. The President may authorize a higher rate of pay for courses where special expertise is required or the market for available instructors dictates and will provide documentation to be placed in the employee's file to support these requests. Part-time faculty who miss a class will be docked the prorated dollar amount equal to the amount that would have been earned for that time frame.

## **Payment Schedule**

Instructional personnel shall be paid on a semi-monthly basis. Semi-monthly payrolls are paid on the 15th and the last day of each month, or, if the designated payday falls on a non-workday, on the first previous regular workday.

Payments for additional services performed by full-time instructional personnel will be made at the end of the payroll period in which such services are certified to the Payroll Office by the Human Resources officer provided such certification is received in time for inclusion in the payroll process.

In most instances, payments to adjunct instructional employees are to be made on a semi-monthly basis as follows:

- Part-Time credit instructors are to be paid semi-monthly in equal increments over the term of their contracts.
- Part- non-credit instructors will be paid semi-monthly based upon the number of hours properly certified as taught.

Substitute instructors are to be paid at the end of the semi-monthly pay period following the time during which substitute service is provided, if time is not certified in time to be incorporated in the current payroll, payment will be made at the end of the following semi-monthly period.

## **Overloads**

It is the intent of the District Board that members of the full-time instructional staff be afforded the opportunity to augment their contract salaries by teaching course loads in excess of the minimum contract requirement (30 semester credit hours for 9 month, and up to 42 for 12 month based on the terms and duties of their individual contract as documented on the loadsheet) to the extent such services are required by the College's instructional program.

The President or his/her designee shall ensure that teaching overloads are authorized only to the extent they are required by the educational program and that such authorizations do not operate to diminish the level of quality in teaching that is expected of all instructional personnel. Semester credit hours taught in excess of the minimum term requirement shall be compensated for at the rate of \$744 per semester

hour (\$ 29.76 per clock/contact hour). Based upon program needs, faculty in the accredited health, high school, zoo animal technology and construction and technical programs may be awarded their per credit hour rate for up to six (6) hours in the summer term.

## Stipends

*Non-Instructional Duties Stipend:* In addition to the reassigned time and compensation provided for College Senate leadership, the College will provide a limited number of non-instructional units for activities assigned to faculty to improve and enhance instructional programs. Each non-instructional unit (NIU) will be analogous to an instructional credit hour and thus assumes approximately 2.34 hours of work per week or 35 hours total during a 15-week academic term; shorter term lengths will be adjusted accordingly. The stipend value of one NIU is therefore equivalent to the adjunct credit hour rate. Approved documentation will be maintained in the employee's personnel file in Human Resources.

*Critical Need Stipend:* Upon approval of the President or his/her designee, faculty in the health related programs of Nursing, Medical Imaging, Respiratory Care, Surgical Technology, Physical Therapist Assistant and Dental and the Biotechnology programs may receive a stipend of up to 20% of the base salary for their rank. This reoccurring stipend shall remain separate from the faculty members' base salary and be paid semimonthly in equal increments during the contract period.

## Professor Emeritus Part-time Program

Professor Emeritus Part-time Program recognizes the outstanding expertise of retired Santa Fe College faculty by establishing a rate of pay that is 30% above the current credit hour rate of pay for part-time faculty. Faculty and academic administrators who retire from Santa Fe College with 20 or more years of full time service are eligible for this program and will be compensated at a rate 30% above the current part-time faculty rate. All Emeritus faculty assignments are contingent upon the scheduling needs of individual programs and are subject to course enrollments meeting the threshold necessary to run the class sections.

## Faculty Titles

Faculty titles as recommended by the College Senate and approved by the District Board of Trustees are as follows:

- **Assistant Professor:** upon hire through award of continuing contract
- **Associate Professor:** after continuing contract and through next five years of service
- **Professor:** continuing contract plus seven years of service through retirement
- **Professor Emeritus:** after retirement and upon return to adjunct service

## Faculty Evaluations

Information regarding the full-time and part-time faculty evaluation process is available

on the Human Resources website under Forms.

[http://www.sfcollege.edu/Assets/sf/hr/files/forms/evaluative-materials/Faculty%20\(Full-Time\)%20Evaluation%20Form.pdf](http://www.sfcollege.edu/Assets/sf/hr/files/forms/evaluative-materials/Faculty%20(Full-Time)%20Evaluation%20Form.pdf)

[http://www.sfcollege.edu/Assets/sf/hr/files/forms/evaluative-materials/Faculty%20\(Full-Time\)%20Evaluation%20Cover%20page.pdf](http://www.sfcollege.edu/Assets/sf/hr/files/forms/evaluative-materials/Faculty%20(Full-Time)%20Evaluation%20Cover%20page.pdf)

Intellectual Property – College Rule 2.13

[http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_2/2\\_13.pdf](http://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_2/2_13.pdf)

## SECTION 4

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# ADMINISTRATIVE AND PROFESSIONAL

## Administrative and Professional Employee Information

### Definition

These full-time personnel provide service under contract to the College of an executive, managerial, professional or highly technical nature.

These positions are differentiated from instructional positions in that these personnel:

- do not earn continuing contract, and
- do not necessarily advance in salary as a result of acquisition of advanced degrees or certifications except as provided for per marketplace factors when specifically authorized.

Contract Personnel (Administrative and Professional) are hereinafter referred to as A&P.

### General Description

The Administrative and Professional Salary Schedule consists of positions that are: Executive/Managerial and Technical/Professional.

*Executive/Managerial:* Employees filling these positions have primary responsibility for planning, organizing and managing the institution and/or instructional functions of the institution. In general, these officers of the college are responsible for serving in a managerial capacity including responsibility as budget authority, supervision, planning and assessment, and leadership. They are expected to be available to the college as needed to carry out these duties.

The President's Staff is charged with the execution of all administrative and managerial duties related to the planning and operation of Santa Fe College. The executive positions of Vice President and those additional positions as designated by the President comprise the President's Staff. The President designates senior management positions and a list of those positions is maintained in Human Resources. To facilitate a smooth transition, more than one person may be assigned to the same senior management position for a period no greater than six months.

*Technical/Professional:* Employees filling these positions are required to have education, knowledge, or competence of an advanced nature in a highly specialized or highly technical field. Each performs a major, independent function of a highly specialized or supervisory nature. These employees may be exempt from overtime or non-exempt under the Fair Labor Standards Act, depending on the salary level test adopted by the Department of Labor and other factors to be considered by the College. Positions will be designated as either exempt or non-exempt at the time of posting and documented in the individual employee's file.

## Terms of Employment

The President appoints A&P personnel subject to approval by the Board. A&P personnel receive annual contracts for definite terms of service and definite salary amounts. The contract for 12-month A&P personnel will normally run from July 1, through June 30. Compensation is based on 24 equal payments of the contract amount. Unless absent for approved purposes exempt A&P personnel are required to perform their assigned duties during the designated workdays of the College. Certain exceptions may be made for personnel whose work schedules may include holiday and/or weekend duty. Similarly, flexibility of scheduling may be provided for personnel whose responsibilities include extensive evening hours, work at multiple sites, or online activities. Advance supervisor approval for schedule alterations is required and these exceptions must be documented in the permanent personnel file of the individual employee(s). When the need is sufficiently demonstrated, variations of the workweek, including any combination of days and hours during the Sunday through Saturday workweek to equal 40 hours of work, may be authorized as previously noted in the section above governing general terms of employment.

As provided in Rule 6A 14.041, FAC, the President is authorized to offer certain qualified administrative personnel a multi-year contract not to exceed three years. The term of service shall begin July 1, up to three consecutive years. The President, in consultation with the Chair of the Board, is further authorized to offer other contract terms to qualified administrative personnel as additional incentive for recruitment and/or retention of these employees.

*Part-Time:* Part-time A&P personnel are temporary employees who are appointed to perform specified services at a specific rate of pay per time period of employment and termination is automatic at the end of each contract period. They do not occupy a regularly established, budgeted position and do not participate in the regular benefit programs established for full-time employees unless otherwise specified. Part-time A&P personnel generally work no more than 27.5 hours per week with the exception of seasonal employees who may temporarily work hours in excess of 27.5 weekly for short seasonal periods. Part-time A&P personnel who also work in another part time capacity for the college cannot exceed more than 27.5 hours in their total work week for the college in their various part time appointments. Payment of part-time employees is semimonthly on an hourly basis. Part-time appointments shall be made for periods that mirror our academic semesters, Fall (September – December), Spring (January – April) and Summer (May – August). Appointment periods may vary during July – December 2013 as we transition to term by term appointments

## Salary Statement

The salary of the President is set by the Board. Salaries of the President's Staff are set by the President. As shown in the attached Salary Ranges, all other positions are assigned to a specific salary range based upon a fully documented assessment and approved by the President and the Board, based on the following and other pertinent factors as defined by the Standards for Planning and Performance:

1. Significance of the position to the objectives of the College.
2. Formal educational training.

3. Kind, amount, and availability of experience.
4. Numbers, kinds, and levels of personnel supervised.
5. Level and degree of contribution to the decision-making process of the College.
6. Marketplace comparables.

In the employment, promotion or reclassification of personnel, the President or his/her designee shall recommend the employee's appointment to a specified position on the approved salary schedule based on the interrelationship of duties, training and relevant experience. Each salary determination must be confirmed by Human Resources and placement within the salary range is based upon the candidate's education, administrative and/or related business experience as shown in the attached salary table and is subject to internal and external marketplace factors.

Part-time Administrative and Professional personnel are generally appointed at the hourly rate of the base salary of the approved salary range. An hourly rate in excess of this amount may be established only with supporting justification from the department and written approval of the Human Resources officer.

### **College Senate**

<http://dept.sfcollege.edu/senate/>

Santa Fe College has a college-wide senate that represents the faculty and administrative and professional staff of the college. For a list of officials, representatives, constitution, by-laws, minutes and other information visit the College Senate website.

### **Performance Evaluations**

Administrative and Professional employees are required to submit performance evaluations prior to July 1 of each year. Performance evaluation forms are available on the Human Resources website. Please contact the Human Resources office if you have any questions (395-5188).

### **Salary Schedule**

<http://www.sfcollege.edu/Assets/sf/hr/files/forms/miscellaneous/Salary%20Schedule.pdf>

Information about Administrative and Professional compensation, pay grades and salary ranges are found in the Salary Schedule.

### **Leave Time**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_20.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_20.pdf)

College Rule 3.20 provides all information related to leave including earning, accrual use and payout as applicable to vacation, sick and personal leave.



## **Career Service Employee Information**

### **Career Service Council**

<http://www.sfcollege.edu/csc>

The Career Service Council was created to establish direct communication on matters of general concern among Career Service employees, the president's office, administrators, and faculty. The council provides the means, through its representatives, for all Career Service employees to participate in the formulation of policies and procedures relating to the Career Service employees and their working environment. The council also serves as a source for disseminating information to staff members. Please visit the Career Service Council website for more information.

### **Friends of Career Service**

Friends of Career Service are the great supporters of the Career Service Council. Through their voluntary contributions, the council is able to fund many activities during the year including service projects, social events, and scholarships. Any employee of the college - Career Service, Administrative & Professional, and/or Faculty may become a Friend of Career Service by initiating a payroll deduction of any monetary amount. If you are a Friend of Career Service, you get free entry into our annual spring picnic and an opportunity to win a prize. Friends are also welcome to participate in other council events and activities.

**Help keep the Career Service Council thriving. [Friends of Career Service Contribution Form](#)**

### **Scholarship Awards Program**

The Career Service Council promotes the growth and advancement of Career Service employees who are pursuing degrees of higher education at various learning institutions. Over the years, the Council has been honored to award hundreds of scholarships to well-deserved Career Service employees who have shown dedication to the advancement of their education.

Career Service Council Scholarships are granted for credit or post-secondary adult vocational (PSAV) courses. The scholarship award may be used for books, lab fees, and/or course related supplies/materials to assist Career Service employees as they continue their education. The Executive Committee will review applications, select applicants each semester (Fall, Spring, and Summer) as funds permit and reserves the right to make final scholarship decisions.

If approved, funds will be disbursed after the "Drop w/ Refund" date for the term in which the course is scheduled. B term funds will not be disbursed before the beginning of the B term.

### *Eligibility Requirements*

Applicant must be a *current* full-time Career Service employee who has completed the probationary period.

- Maintain a **2.5 GPA** (Grade Point Average) per semester in order to continue eligibility
- All coursework must be *completed* in order to continue eligibility
- If enrollment is changed after submission of application, the Treasurer must be notified within three (3) business days in order to continue eligibility.

### *Required Documentation*

A complete Career Service Council scholarship application including a brief summary explaining need of scholarship award

- Official current enrollment documentation
- An official grade report from previous semester or an official/unofficial transcript

**REMINDER: Applicant and Institution name must be included on all official documentation.**

### *Application Process*

Email your complete application packet to [csc@sfcollege.edu](mailto:csc@sfcollege.edu) by the submission deadline for consideration or mail it to the [CSC Treasurer](#). Following the application deadline, the Executive Committee will review applications and select applicants. Once scholarships are determined, the Council Treasurer will notify scholarship recipients.

### [Download Scholarship Application](#)

### **S.T.A.R Award**

The council recognizes an employee to show our appreciation for the employee's active service and achievements to motivate all employees to continue good performance, loyalty to Santa Fe College and dedication to Career Service Staff.

The Career Service **STAR** Recognition was initiated to recognize Career Service '**Staff That Are Remarkable**' in '**Service, Teamwork, Attitude, and Reliability.**'

To nominate someone, please click on the image below and fill-out the form. **Deadline to submit nominations is March 31.** Please send submissions to [csc@sfcollege.edu](mailto:csc@sfcollege.edu), or download, print, and send via campus mail to the [Career Service Council Chair](#). <https://www.sfcollege.edu/csc/star-award/index>

### **Definition**

The staff of career service employees is comprised of permanent, full-time (normally 40 hours a week), salaried employees who occupy budgeted positions that provide the technical, trade, clerical and support services for the College.

The District Board has approved a uniform classification plan for Career Service positions consisting of the following:

1. approved classes of positions,

2. class titles for all approved classes of positions, and
3. allocation of each position to its proper class.

These approved classes are incorporated as an integral part of the Career Service/Support Personnel Salary Schedule.

## **Terms of Employment**

In general, each employee of the College is obligated by the employment agreement to commit a given amount of time and effort to assigned duties. Career service employees, unless absent for approved purposes, are required to perform their assigned duties during their designated workweek. The President or his/her designee shall establish a standard workweek for all Career Service personnel predicated on the needs of the College to accomplish its objectives. The salary schedule is based on a 40- hour standard workweek comprised of five 8-hour workdays. Police officer and police sergeant positions have a 14-day standard work period, which is usually comprised of an 80-hour work week, with 8 and 12 hour work days.

On recommendation of the President, the Board may authorize seasonal departures from the standard workday/workweek for specific portions of the year and no adjustments of salaries will be contemplated by such temporary arrangements.

Employees moving from non-exempt to exempt status must use all compensatory time earned prior to receiving exempt status, or be paid for the compensatory time earned prior to first payroll for exempt position.

*Full-time Employees:* Full-time Career Service employees are paid an annual salary on a semi-monthly basis and participate in all approved employee benefit programs, including retirement programs authorized by law, the rules of the State Board of Education, and Board policy.

*Part-time Employees:* Part-time Career Service employees are appointed to perform specified services for a specific period of time at a specific rate of pay per time period of employment and termination is automatic at the end of each appointment period.

They do not occupy regularly established budgeted positions and do not participate in the regular benefits programs established for full-time Career Service employees unless otherwise specified. Payment of part-time Career Service employees is semi-monthly on an hourly basis. The hourly rate is commensurate to the corresponding full-time salary ranges.

*Temporary Employees:* Temporary employees are appointed for a limited period of time to perform assigned duties at a specific rate of pay per time period of employment. Most temporary employees are appointed through an outside agency.

*Part-Time Student Employees:* Part-time student employees are appointed to perform specified services for a specific period of time at a specific rate of pay per time period of employment and termination is automatic at the end of each appointment period. They do not occupy a regularly established, budgeted position and do not participate

in the regular benefits programs established for full-time Career Service employees. Payment of part-time student employees is semi-monthly on an hourly basis. Student employees must be appointed on a term by term basis. Student employees must be enrolled continually at least half time each major term to qualify for appointment. Half time enrollment is defined as 6 credit hours in the Fall, Spring or Summer C term or 3 credit hours in Fall, Spring or Summer A and B terms.

## **Salary Statement**

*Full-Time Career Service Employees:* The President shall recommend to the Board annual salary schedules for career service/support personnel.

The hiring salary for new employees shall be appropriate to the position being filled, as shown in the attached salary table. In instances where the marketplace salary for certain positions is beyond the maximum of the approved salary range or initial placement on the salary schedule as stated above, must be approved by the President. Each salary determination shall be justified with appropriate verification, approved by Human Resources Officer, and documented in the permanent personnel file of the individual employee concerned.

*Part-Time Career Service Employees:* Part-time career service employees shall be paid an hourly wage which is the hourly rate of the base salary range for the corresponding established career service position or the hourly rate based on applicable steps added to the base salary of the corresponding salary range as per the guidelines for initial placement on the career service salary schedule.

*Part-Time Student Employees:* Part-time student employees shall be paid an hourly wage which is (1) the hourly rate of the base salary range for the established Career Service position which regularly performs the kinds of services which the employee is required to provide on a part-time basis or (2) the federal and/or state minimum wage for students employed as educational aides or (3) the salary as shown in the attached salary table for unclassified part-time. Employees who begin in one fiscal year and extend into the next fiscal year; e.g., May-August, may remain at the original appointment rate for the duration of the original appointment. Reappointment shall be at the new approved salary rate.

## **Evaluations (College Rule 3.12)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_12.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_12.pdf)

All Career Service employees shall be evaluated in a manner approved by the college president. Each official evaluation of an employee shall become part of that employee's personnel file, and the evaluation shall be based on criteria related to performance. Please see College Rule 3.12 for more information or contact the Human Resources office (395-5185).

## **Probationary Period (College Rule 3.6)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_6.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_6.pdf)

Each new, full-time Career Service employee will be placed on probationary status for

the first 180 calendar days (six months) of employment. This period may be extended upon recommendation by the appropriate supervisor with the approval of the Director of Human Resources. The term "new employee" includes persons re-employed at the college. This is in accordance with college Rule 3.6.

The probationary period for the sworn law enforcement officers of the college Police Department shall be 270 calendar days. Non-sworn, security officers probationary period shall be 180 calendar days.

An employee on probation is subject to immediate dismissal for any reason by the president. It is not required to state a reason in the termination notice.

The appropriate supervisor is responsible for completing the evaluation form, reviewing it with the employee, and returning it the Human Resources office prior to the probation or anniversary date.

On recommendation of the appropriate vice president and supported by the Human Resources officer, a Career Service employee may be returned to probationary status for a period of up to six months.

### **Dismissal after Probationary Period**

The college has the right to discipline or ultimately discharge an employee. Normally, the following steps will be followed when addressing disciplinary problems with an employee:

1. The employee will first be counseled by his or her immediate supervisor and given an oral warning of reprimand. At that time a special evaluation may be given, using the appropriate evaluation form.
2. If the employee does not correct the conduct or deficiency in performance, the next step is a written reprimand. A copy of the reprimand must be sent to the Human Resources office. The employee will be asked to sign the written reprimand and may make comments regarding the contents of the reprimand. The employee should be advised that his or her signature shows that a copy of the reprimand was received, not necessarily that he or she agrees with the contents of the reprimand.
3. If the employee's conduct or performance deficiency continues after the written reprimand, the next step may be suspension without pay, not to exceed one week.
4. Finally, if the employee's conduct or performance deficiency continues after suspension, the employee may be dismissed.

The action set forth above may be modified depending on the circumstances, on a case-by-case basis. The steps in the college's disciplinary procedure may or may not be administered in a sequential manner. Some offenses may result in immediate termination without prior warning. The appropriate Cabinet member and the Human Resources office must approve a dismissal before the employee is officially notified. Any time an employee feels that any of the above steps are not justified, he/she may follow current grievance procedures.

## Overtime/Compensatory Time

All overtime and compensatory time considerations are governed by the provisions of the Fair Labor Standards Act of 1938, as amended. Some departments may require certain non-exempt employees to remain (on-call) available at specified times to cover any emergencies that may occur during off duty hours. At the recommendation of the employee's supervisor and approval of the appropriate President's Staff member, such employees will be compensated for the time spent on-call at the rate of up to 10% of their hourly rate. If an employee is called to work while on-call, the employee is credited with actual time worked. Normally when a non-exempt employee physically works more than 40 hours in any Sunday – Saturday workweek they are entitled to overtime or compensatory time. Overtime is paid at the rate of 1 and ½ times the hourly rate and compensatory time is earned at 1 and ½ times the time worked beyond 40 hours. To be eligible for overtime/compensatory time the employee has to physically be present more than 40 hours unless a college holiday occurs during the Sunday to Saturday workweek AND, the employee is REQUIRED to work overtime, such as during registration periods. Required overtime requires documentation of justification and written authorization by the appropriate vice president to payroll. Use of leave does not count towards the 40-hour calculation. If an employee used leave between Sunday and Saturday of the workweek, any time in excess of 40 hours would be paid as straight hourly time. Overtime/compensatory time is calculated on a weekly schedule, not daily. As a public entity the college can designate that actual work time in excess of 40 hours will be taken as compensatory time or paid as overtime. Accrued compensatory leave should be exhausted prior to using vacation leave. All unused compensatory time may be paid at fiscal year-end based on the recommendation of President's Staff.

Non-exempt employees who perform additional duties at the institution outside of their primary appointment above and beyond their normal workweek, will receive compensatory time for any hours worked in excess of their standard workweek in their primary appointment. Accrued compensatory leave should be exhausted prior to using vacation leave. All unused compensatory time may be paid at fiscal year-end based on the recommendation of President's Staff.

Police officers, police sergeants and police lieutenants may earn overtime based on time worked in excess of 80 hours over a two week period running consecutively from Sunday through Saturday. Employees must physically work more than 80 hours during this two week period. Use of leave does not count toward the 80 hour calculation.

Employees who are required to work on days that the college is otherwise closed, like in the event of hurricane or a regularly established holiday, will be compensated at a rate of 1 and ½ times their hourly rate of pay for the hours worked on those days. Approval from the appropriate division Vice President is required prior to the employee being scheduled to work during these times.

## **Grievance Procedures for Career Service Employee (College Rule 3.24)**

[https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule\\_3/3\\_24.pdf](https://www.sfcollege.edu/Assets/sf/rules/pdfs/Rule_3/3_24.pdf)

The purpose of college Rule 3.24 is to establish procedures that will provide Career Service employees with the fullest opportunity to bring forth problems and have those problems resolved. These procedures are intended to ensure Career Service employees

receive fair consideration and due process in matters concerning employment and to provide, if needed, a hearing. It is the right of every Career Service employee to express a problem and have it considered without fear of reprisal. For more information please refer to college Rule 3.24.

**POLICY: 6Hx28: 3C-01.2**



Responsible Official: Vice President, Academic Affairs and Planning

Specific Authority: 1001.64, F.S.

Law Implemented: 1001.64, F.S.

Effective Date: 07-16-2013

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## **Workload for Professors**

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### **Policy Statement:**

The president shall establish guidelines and procedures which assign professors as needed to support the College's statement[s] of purpose and statutory mission and provide for the equitable and reasonable assignment of faculty responsibilities, including, where appropriate, course instruction and mode, academic advising, committee membership, guidance of student organizations, research, and service to the community. These guidelines and procedures shall encourage and promote meaningful availability of faculty to their students, faculty engagement with colleagues, active faculty involvement in curriculum development and division and College matters, flexibility based on the unique needs and requirements of specific program areas, and accountability to College stakeholders. Faculty should not assume or be assigned internal or external responsibilities that might encroach upon either the quality or the quantity of the work they are employed to perform for the institution.

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### **Procedures:**

- I. The normal work week for full-time professors, as full-time exempt employees (including tenure/tenure-earning, annually-appointed, and full-time temporary four-month classroom faculty) is a minimum of 35 hours per week. The normal work week for full-time tenured/tenure-earning and annually-appointed counselors and librarians, as full-time exempt employees, is a minimum of 40 hours per week.
  - A. The College places great emphasis on professors' meeting the responsibilities assigned to their full-time faculty positions, which may require hours of work beyond the minimum required hours per week, specified in part to comply with applicable provisions of state law. As exempt employees, full-time professors do not receive overtime compensation or compensatory time off, or additional compensation beyond



the established salary for the position specified in the base contract. The allocation of minimum hours varies by contract type and minimum hours per week requirements are described below.

## B. Workloads for Professors

1. Professors on tenured / tenure-earning contracts are required to meet the following criteria:

- a. Work days: Professors shall be required to work a ten-month contract in accordance with the current calendar approved by the District Board of Trustees.
- b. Professors shall be required to schedule a minimum of 35 hours per week throughout the term of their contracts. This base contract is separate from other work professors might do at the College. The base contract includes:
  - i. A minimum of 15 instructional contact hours (described below)
  - ii. A minimum of 10 student engagement hours (described below)
  - iii. A minimum of 10 additional hours to be spent in service to the College (described below)
- c. Tenured/tenure-earning counselors and librarians are expected to work a minimum of 40 hours per week on a schedule that is set by the immediate supervisor.

2. Professors on annual appointment contracts are required to meet the following criteria:

- a. Work days: Professors shall be required to work an eight-month, ten-month, or twelve-month contract in accordance with the current calendar approved by the District Board of Trustees.
- b. An annual contract requires professors to work a minimum of 35 hours per week throughout the term of their contracts. This base contract is separate from other work professors might do at the College. The base contract includes:
  - i. A minimum of 18 instructional contact hours (described below)
  - ii. A minimum of 12 student engagement hours (described below)
  - iii. A minimum of 5 hours supporting student learning in a manner approved by the dean.

3. Professors on a full-time temporary appointment are typically appointed on a four-month contract and are required to meet the following criteria:

- a. Work days: Professors shall be required to work a full-time temporary four-month contract in accordance with the current calendar approved by the District Board of Trustees.
  - b. A full-time temporary appointment contract requires professors to work a minimum of 35 hours per week throughout the term of their contracts. This base contract is separate from other work professors might do at the College. The base contract includes:  
The base contract includes:
    - i. A minimum of 18 instructional contact hours (described below)
    - ii. A minimum of 12 student engagement hours (described below)
    - iii. A minimum of 5 hours supporting student learning in a manner approved by the dean.
4. Adjunct (Part-Time) professors are required to work instructional hours as specified by their contracts and to communicate with their division colleagues as required. With the exception of Senior Teaching Fellows, part-time professors are not required to maintain a specific minimum number of student engagement hours, but should make themselves reasonably available to communicate with students outside of class. Part-time professors classified as Senior Teaching Fellows are required to schedule student engagement hours as specified by their contracts.

#### C. Description of Minimum Hours

1. A minimum of 15 hours per week shall be instructional contact hours as required by state law. Some contracts may include instructional hours above the minimum and instructional contact hour-per-week minimums may be reduced proportionally during the summer sessions and by reassigned time.
2. Full-time professors shall schedule and publically post a minimum of 10 or 12 student engagement hours per week (depending on contract type) as required by state law.
  - a. Student engagement hours shall be scheduled over any five days of each week (Monday through Sunday), unless otherwise specifically authorized by the appropriate campus president.
  - b. Student engagement hours should be consistent (from week to week), publically posted hours that allow students to interact with the professor in a synchronous or near-synchronous manner. At least 50% of the student engagement hours per week must be face-to-face; face-to-face student engagement hours shall occur in offices, labs, tutoring centers or other campus locations where professors can give assistance to their students. Up to 50% of the weekly student engagement hours may be virtual hours. Virtual hours are understood to mean that professors are

available for synchronous or near-synchronous communication and have access to the resources that allow them to advise or instruct students effectively. Professors must be able to devote their full attention to students during virtual hours.

3. Student engagement hours shall be reported on the Faculty Workload form, course syllabi, and on or near a professor's office door at the beginning of each semester. If the approved and posted hours require revision during the course of the semester, the Faculty Workload form must be updated and re-approved.
4. Professors on tenured / tenure-earning contracts shall be available to provide service to the College in accordance with College policy. During these hours of service to the College, professors shall be available for committee and administrative tasks not directly related to classroom instruction. Examples of service to the College include, but are not limited to, collaboration with colleagues, course and curriculum development, scholarly research, student club advising, meetings, Teaching/Learning Academy-related work, participation in collaborative governance, licensure renewal, and attendance at conferences and in continuing education classes.
  - a. Hours of service to the College may occur on different days of the week and often vary from week to week; therefore, it is not necessary to report specific hours spent providing service to College each week.
  - b. Professors should expect to provide examples of their service to the College on their Faculty Workload Forms each semester, and College service will be reviewed as part of a professor's annual evaluation.

#### D. Other Responsibilities

1. Apart from the service-to-the-College commitment, it is the responsibility of each full-time professor to attend commencement and required division/campus/College meetings that are scheduled during the work days on the approved College calendar, unless otherwise approved by the campus president or his or her designee.
2. Professors may expect to teach evening and/or weekend classes, or at an off-campus site.

#### E. Professors will be scheduled for classes according to the following criteria:

1. Deans or their designees will be responsible for professors in accordance with the above guidelines. Reasonable effort will be made to schedule all professors in the division equitably by discipline.
2. Classes not taught by full-time professors as a part of their regular workload will be taught by qualified part-time professors or by full-time professors as an

overload. Full-time professors may not teach or be assigned in other roles equivalent to more than six additional contact hours beyond the base contract described above without special permission from the campus president.

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**Policy**

**History:**

Adopted 12-11-74; Amended 1-19-83; Formerly 6Hx28:5-06; Amended 11-18-92; Amended 7-16-13; Formerly 6Hx28:08-04

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**Related**

**Documents/Policies:**

None

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**Procedure**

**History:**

Adopted 12-11-74; Amended 1-19-83; Formerly 6Hx28:5-06; Amended 11-18-92; Amended 7-16-13; Formerly 6Hx28:08-04