

AGREEMENT  
BETWEEN THE  
INDIAN RIVER STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES  
AND THE  
INDIAN RIVER STATE COLLEGE CHAPTER  
OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

August 1, 2013 - July 31, 2014

## CONTENTS

Preamble	1
Article I – College Mission Statement and Goals	2
Article II - Recognition	5
Article III - Strikes and Lockouts	5
Lockouts	5
Strikes	5
Article IV - Dues Deduction	6
Checkoff	6
Indemnity	6
Article V - Non-Discrimination	6
Equal Application	6
Board Responsibility	7
Chapter Responsibility	7
Article VI - Past Practices	7
Article VII - Chapter Rights	8
Communications	8
Use of Facilities	8
Transaction of Business	8
Bulletin Boards	9
Office Space	9
Time for Chapter Meetings	9
Supplying Information	9
Administration of Contract	9
Certification of Chapter Representatives	9
Released Time for President	10
Released Time for Bargaining Team	10
Article VIII - Reservation of Rights of the Board	10

Article IX - Legal Counsel	11
Article X - Contractual Conditions of Employment	11
Contracts	11
Service Days	12
Responsibilities	12
Instructional Responsibilities	12
Laboratory Courses	13
Night Classes	13
Compensating Assignments	13
Off-Campus Service	13
Committee Membership/Club Sponsorship	14
Substitute Instruction	15
Short Term Contracts	15
Article XI	16
Faculty Salary Schedule	16
Special Payment Schedule	17
Overloads	17
Non-credit Teaching	18
Article XII - Provisions for Bargaining Unit	18
Members Not Eligible for Continuing Contract	
Article XIII - Leave of Absence	18
Article XIV - Employment Contracts and Certification and Recertification	19
Article XV - Faculty Rank and Promotion	19
Philosophy of Promotion	19
Minimum Eligibility Criteria	19
Instructor	22
Master Instructor	22
Assistant Professor	23
Associate Professor	24
Full Professor	26
Deadline for Promotion Applications	27
Promotions Committee	27
Procedures for Applying for Faculty Promotions	28

Article XVI – Post-Award Performance Review	28
Article XVII - Transfers, Abolishment of Positions, Reduction in Force	30
Transfers	30
Elimination of Positions	30
Layoff Procedures	31
Article XVIII - Holidays	32
Article XIX - Fringe Benefits	32
Article XX - Rights of the Faculty	33
Academic Freedom	33
Citizenship	34
Confidentiality	34
Board Policies	34
Office	34
Travel Expenses	34
Article XXI - Meaning of Continuing Contract	35
Article XXII - Termination of Appointment for Cause	35
Definition of Cause	35
Procedural Rights of the Faculty	35
Article XXIII - Miscellaneous Provisions	36
Classes at Other Institutions	36
Attendance at College Functions	36
Liability	36
Administrative Assignments	36
Protection of Bargaining Process	37
Article XXIV - Adjustment Procedures	37
Grievances	37
Grievance Procedures	37
Article XXV - Totality of Agreement	40
Article XXVI - Savings Clause	40
Article XXVII - Term of Contract	41

## PREAMBLE

This contract is made and entered into the 1st day of August, 2013 by and between the District Board of Trustees of Indian River State College, hereinafter called the Board, and the Indian River State College Chapter of the American Association of University Professors, hereinafter called the Chapter, and has as its purpose the promotion of harmonious relations between the Board and the Chapter; the furtherance of quality education by maintaining a high standard of academic excellence and efficient services; the establishment of an equitable and peaceful procedure for the resolution of grievances without interruption of work and interference with the efficient operation of the College; the establishment of a formal understanding relative to conditions of employment; and the improvement of services to the community.

## ARTICLE I

### College Mission Statement and Goals

Indian River State College is a comprehensive college accredited to award Baccalaureate Degrees, Associate Degrees, and Career and Technical Certificates. As a leader in education and innovation, IRSC transforms lives by offering high-quality, affordable and accessible education to the residents of Indian River, Martin, Okeechobee, and St. Lucie Counties through traditional and electronic delivery.

We commit to

- Creating a superior teaching and learning environment
- Cultivating student success
- Embracing diversity
- Stimulating economic growth
- Developing a highly-skilled workforce
- Building partnerships to expand opportunities
- Providing cultural enrichment and lifelong learning

*Our Mission is fulfilled through the accomplishment of the following goals:*

#### Student Access and Success

Provide access to educational opportunities for all students through high-quality programs, services and resources leading to the successful completion of degrees, certificates, or other credentials and attainment of each student's educational and career goals.

### Student Development and Satisfaction

Enhance and enrich the student learning experience through comprehensive and convenient student support services, advisement, co-curricular programs and activities which reinforce critical thinking, problem solving, leadership development, and good citizenship skills.

### Educational Programs

Enhance students with the educational foundation, knowledge, skills, and learning outcomes required to meet the dynamic need of the 21<sup>st</sup> Century workforce.

### Cultural Diversity and Enrichment

Improve the cohesiveness, quality of life, and ability of all citizens to contribute toward the betterment of the community by promoting and supporting the appreciation of cultural diversity and serving as a resource for cultural enrichment.

### Technology

Maximize the quality of education, student learning, efficiency of operations, and service to the community through the appropriate integration and utilization of technology.

### Fiscal Resources

Ensure that the funding received, from all sources, and utilized by the College is commensurate with the mission, goals, and priorities of the institution, as well as the educational needs of the community.

### Physical Resources

Provide the necessary land, facilities, information technology resources, and electronically-based instructional and administrative systems to provide a high degree of efficiency in an environment conducive to effective learning.

### Workforce Development

Train and prepare a skilled and competent workforce aligned with current employment demands and provide entrepreneurial opportunities to meet the future employment needs of our service region.

### Economic Development

Collaborate with regional and state economic development leaders and stakeholders in developing and promoting sound, yet bold economic initiatives for our service region.

### Employee Development

Enrich the organizational culture by supporting the enhancement of employee performance through educational and professional growth opportunities.

The Faculty, Administration, and Board are dedicated to this purpose and to promoting the educational, cultural, and economic advantages of attending Indian River State College.

The Chapter will cooperate in actively promoting the mission, goals and purpose of IRSC.



## ARTICLE II

### Recognition

Section 1. The Board recognizes the Chapter as the exclusive bargaining representative for all full-time classroom and non-classroom faculty, including librarians and counselors. Administrators, support employees, and others who are employed by IRSC serving as fiscal agent(s) are excluded. If titles not listed above are created during the life of this contract, the parties will meet and attempt to agree on the inclusion of the new titles.

Section 2. The Board will not, during the life of the contract, meet and negotiate or meet and confer, relative to terms and conditions of employment, with any member of the faculty or group of faculty who is covered by this contract, except through the exclusive bargaining representative.

## ARTICLE III

### Strikes and Lockouts

Section 1. Lockouts. No lockout of any faculty member shall be instituted by the Board during the term of this contract.

Section 2. Strikes. Because strikes by public employees are illegal in the State of Florida, no strike of any kind, as defined in Florida Statutes, shall be engaged in, sanctioned, or supported by the Chapter, its officers, or agents. In the event the Board alleges that any members of the faculty are engaged in a strike, the Chapter will, upon

written notification, immediately notify such members of the faculty in writing of the allegation and the implications of a strike.

## ARTICLE IV

### Dues Deduction

Section 1. Checkoff. The Board agrees to cooperate with the Chapter in facilitating the deduction of membership dues established by the Chapter, from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty shall be remitted together with an itemized statement to the Chapter office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Chapter agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the College by any faculty member as a result of any action taken in accordance with the provisions of Article IV Section 1.

## ARTICLE V

### Non-Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all full-time faculty in the bargaining unit without discrimination as to race, color, national origin, ethnic origin, gender, religion, age, disability, sexual orientation, marital status, veteran status, genetic information, or as to Chapter membership.

Section 2. Board Responsibility. The Board accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons, regardless of race, color, national origin, ethnic origin, gender, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information. The Board will not interfere with the rights of the faculty to become or not to become members of the Chapter; and there shall be no discrimination or interference, restraint, or coercion by the Board representative against any faculty because of Chapter membership or non-membership or because of any faculty member's activity in an official capacity on behalf of the Chapter if that activity is in accordance with the provisions of this contract.

Section 3. Chapter Responsibility. The Chapter accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty in the bargaining unit without discrimination as to race, color, national origin, ethnic origin, gender, religion, age, disability, sexual orientation, marital status, veteran status or genetic information. The Chapter and its officers agree that it will not restrain members of the bargaining unit from becoming members of the Chapter and will not coerce them to become members.

## ARTICLE VI

### Past Practices

The parties agree to continue in effect all practices of the Board and Administration, as stated in the current full-time Faculty Handbook, concerning terms and conditions of employment (i.e. wages, salaries, hours, non-duty days, sick leave,

personal leave, academic freedom, appointment, reappointment, promotion, continuing contract, dismissal, termination, suspension, fringe benefits, retirement, extended professional leave, etc.), provided that such practices are not in conflict with the provisions of this contract. In the event of such a conflict, the terms of this contract shall be controlling. Whereas the current full-time Faculty Handbook is a part of the contract, any revisions in the Handbook must be made by agreement between the Board and the Chapter.

As used in this contract, the term "past practices" refers to those practices based upon written policies of the District Board of Trustees and Administrative Procedures.

## ARTICLE VII

### Chapter Rights

Section 1. Communications. Copies of all communications distributed generally to the faculty by an administrator shall be supplied to the Chapter at the same time. The Chapter shall designate its address for this purpose.

Section 2. Use of Facilities. The Chapter and its representatives shall have, upon advance request, the right to use the College facilities for meetings if those facilities are available.

Section 3. Transaction of Business. Authorized representatives of the Chapter shall be permitted to transact official Chapter business on College premises provided that this activity shall not interfere with or interrupt the operation of the College.

Section 4. Bulletin Boards. The Chapter shall have the right to post announcements and notices of its activities and concerns on a Chapter bulletin board as outlined in the Faculty Handbook. The Chapter may use the College distribution service and faculty mailboxes for communications to the faculty.

Section 5. Office Space. The Board shall furnish an office for the exclusive use of the Chapter.

Section 6. Time for Chapter Meetings. The Administration will attempt to ensure that no member of the bargaining unit is assigned duties during mutually agreed upon scheduled Chapter meeting times.

Section 7. Supplying Information. Upon request, the Administration agrees to provide the Chapter, within fifteen working days, available information concerning the professional staffing and financial resources of the College, registry of professional personnel, the budget, agendas and minutes of Board meetings, faculty names and addresses, and position on the salary schedule of all members in the bargaining unit.

Section 8. Administration of Contract. The Board agrees that the Chapter representatives be allowed time during the official working day to investigate and process grievances and confer with the College President or designee concerning the provisions and application of this contract, provided that such time does not interfere with assigned professional duties.

Section 9. Certification of Chapter Representatives.

The Chapter president and other elected officials who may represent the faculty in administering this contract shall be certified in writing to the Board by the Chapter

president. The Board designees responsible for administration of this contract shall be certified to the Chapter in writing.

Section 10. Released Time for President. The Chapter president shall be credited with six (6) semester hours toward the full-time teaching load for each of the Fall and Spring semesters and three (3) semester hours toward the Summer semester.

Section 11. Released Time for Bargaining Team. Each of the officially designated teaching-faculty members of the bargaining team for the Chapter shall be credited three (3) semester hours toward the full-time teaching load during one (1) semester only of formal negotiation. Release time for teaching-faculty will be considered as part of their required teaching load and will therefore count toward calculation of overload pay. Non-classroom faculty members shall be credited with a maximum of three (3) clock hours per week release time during one semester of formal negotiation. If the Chapter president is a member of the bargaining team, he or she will receive no additional released time.

## ARTICLE VIII

### Reservation of Rights of the Board

Subject to the provisions of this contract, the Board of Trustees and the President reserve and retain full rights, authority, and discretion (in the proper discharge of the duties and responsibilities) to control, supervise, and manage the College and its professional staff; to determine and administer educational policy; to operate the College and to direct the professional staff; and otherwise to retain all

rights, authority, and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Florida and of the United States.

## ARTICLE IX

### Legal Counsel

In accordance with Florida Statutes, the Board agrees to furnish legal counsel to any faculty member requiring it because of legal actions brought because of his or her official duties.

## ARTICLE X

### Contractual Conditions of Employment

Section 1. Contracts. The Chapter agrees to annual instructional contracts for a period of ten months or 200 service days. Options are ten plus one month, or 220 service days; and ten plus two months, or 240 service days. Contracts of other durations may be entered into by mutual consent. Additional Summer Term contracts may also be entered into by mutual consent.

Contracts for instructional personnel hired after the beginning of the Fall Term will be pro-rated based on the number of service days to be actually served in comparison to the total service days for each particular type of contract. The compensation will be similarly pro-rated based on the professional rank of the instructor involved. Subsequent annual contracts will bear the same beginning and ending dates

as all other similar contracts.

Section 2. Service Days. Employment of professional personnel at IRSC shall be consistent with Florida State Statutes, Department of Education Rules, and Policies of the District Board of Trustees. Twenty (20) service days are equivalent to one month of service. A service day is defined as any day in which an employee has contractual responsibilities. (See Article X Section 3.)

Section 3. Responsibilities. A full-time faculty member will be responsible for forty hours per week, which shall include, but not be limited to, the following activities, on or off campus: classroom periods; office periods; standing and ad hoc committee meetings; student advisement; student conferences; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intra-campus communications; faculty meetings; departmental meetings; community-related clubs or organizations which require the direct need of a faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after approval of such study and its relationship to the discipline by a College administrator); preparation of instructional materials; inter-campus communications; ordering audio-visual programs; learning-center acquisition selections; curriculum review and improvement; textbook evaluation and selection; supplies requisitioning and inventory control; and other professional activities.

Section 4. Instructional Responsibilities. Excepting non-classroom faculty, the normal instructional credit-hour teaching load shall consist of fifteen (15) to seventeen



(17) credit hours, or their equivalent for the Fall and Spring semesters, before entering overload status. The Summer teaching load will be from three (3) to six (6) credit hours in either term. Total credit-hour teaching load per academic year will be no more than thirty-six (36) per instructor, before entering overload status.

Section 5. Laboratory Courses. All courses that are determined by the Administration to be laboratory courses will be allotted the equivalent of one (1) credit hour for each two (2)-laboratory hours. A laboratory hour is defined as each fifty-minute period in which a student uses instruments and materials that cannot be used without proper supervision and special facilities.

Section 6. Night Classes. With the exception of courses specifically operated at night, no faculty member will be required to work more than two nights per week per semester without his or her consent. No faculty member will be assigned a tenth-period (as defined in the current course schedule) followed by a first-period (as defined in the current course schedule) the next day without his or her consent.

Section 7. Compensating Assignments. In the event that a full-time faculty member's regularly scheduled classes fail to meet the necessary enrollment, the faculty member shall be consulted and assigned a compensating assignment from unassigned courses in the areas of the instructor's certification, or some other professional assignment as designated by the appropriate Vice President.

Section 8. Off-Campus Service. As a part of their regular services, faculty members may be assigned classes in off-campus sites in the district served by the college. With the exception of classes specifically designated as night programs by the

Administration, instructors shall teach at only one off-campus site per day without their consent. At no time shall a member be required to teach at two different sites, including the main campus, on the same night without his or her consent. With the exception of specific night programs, faculty members shall teach at a maximum of two off-campus sites per semester, unless it is otherwise agreed.

Section 9. Committee Membership/Club Sponsorship. Every faculty member will be assigned to serve on at least one (1) committee/club sponsorship but no more than two committees/club sponsorships, unless the faculty member agrees to any additional assignments. In the event of a special committee assignment in addition to the prior two-committee/club sponsorship assignments, the faculty member will be released from one of the two previously assigned committees/club sponsorships, unless the faculty member agrees to serve on the prior two assigned committees/club sponsorships as well as the special committee. The Chairperson of the Commencement Committee and Chairperson of the Awards Committee will not be assigned additional committee assignments without their consent. Members of the Chapter Executive Council, composed of the elected president, vice president, secretary and treasurer, will serve only on the Executive Council and shall not be assigned further committee assignments without the Council member's consent.

One exception to the above restrictions on committee assignments for faculty members and the Chapter Executive Council is applicable. This concerns those instances when campus-wide participation of all groups of employees is required, such as the Southern Association of Colleges and Schools (SACS) self-study, or other

accreditation/accountability procedures that are mandated.

Section 10. Substitute Instruction. Substitute instruction, when performed by a full-time faculty member upon assignment by the President or designee, shall be with the consent of the substituting instructor. All substituting shall be paid on a pro-rated overload basis, computed by using the current Faculty Salary Schedule based on professional rank.

Section 11. Short Term Contracts. When faculty members accept a second Summer Term teaching assignment, it will be paid at overload rates.

ARTICLE XI

Salaries

Section 1. For the academic year 2013/2014, the following salary schedule will be in effect:

**INDIAN RIVER STATE COLLEGE**

**FACULTY WITH TEN MONTH CONTRACTS**

**2013/2014 SALARY SCHEDULE**

<u>Steps</u>	<u>Instructor</u>	<u>Master Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
beginning	\$52,930	\$57,620	\$62,290	\$71,380	\$80,750
after 1 year	\$55,400	\$60,080	\$64,760	\$73,850	\$83,240
after 2 years	\$57,870	\$62,570	\$67,210	\$76,320	\$85,740
after 3 years	\$60,080	\$64,760	\$69,450	\$78,500	\$87,930
after 4 years	\$62,290	\$66,990	\$71,380	\$80,750	\$90,150
after 5 years	\$64,240	\$68,900	\$73,550	\$82,650	\$92,040
after 6 years	\$65,590	\$70,320	\$74,970	\$84,360	\$93,430
after 7 years	\$67,080	\$71,640	\$76,320	\$85,740	\$95,060
after 8 years	\$68,640	\$73,320	\$77,750	\$87,060	\$96,460
after 9 years	\$69,710	\$74,390	\$79,080	\$88,450	\$97,590

For ten plus one month contracts, add one-tenth of the appropriate amount above.

For ten plus two month contracts, add two-tenths of the appropriate amount above.

Two lump sum payments of 1% of the base salary will be paid on  
August 23, 2013 and December 6, 2013.

Section 2. The Special Payment Schedule for 2013-2014 is as follows:

Department Chair – Level I	\$4,320
Department Chair – Level II	\$2,160

Section 3. Overloads. Full-time faculty may be asked, but not required, to teach credit classes beyond the maximum credit-hour assignment, as defined in Article X, Section 4, with the exception of the required minimum Summer teaching assignment, which may result in one or more credits of required overload.

Overloads paid at the end of Fall and Spring terms will not count toward the teaching load of thirty-six (36) credit hours for the academic year.

Full-time faculty members with overloads will be paid for the academic year 2013-2014 at the following rates, per credit hour:

Professor	\$649.00
Associate Professor	\$618.00
Assistant Professor	\$567.00
Master Instructor	\$526.00
Instructor	\$454.00

Section 4. Non-credit teaching. Non-credit teaching, if not part of assigned load, shall be paid to full-time faculty as follows:

RANK	SCHEDULE
Professor	\$20.35 per hour
Associate Professor	\$19.35 per hour
Assistant Professor	\$18.55 per hour
Master Instructor	\$17.25 per hour
Instructor	\$15.85 per hour

## ARTICLE XII

### Provisions for Bargaining Unit Members

#### Not Eligible for Continuing Contract

A member of the bargaining unit whose employment status is under Local, State or Federal Grant, contract, or award is not eligible for continuing contract status but is entitled to all benefits of faculty membership and employment; however, the individual's contract will supersede all provisions of this contract where a conflict exists.

## ARTICLE XIII

### Leave of Absence

During the term of this contract, the Board agrees to continue the provisions for leave of absence with pay and leave of absence without pay, as presented in the current full-time Faculty Handbook.

## ARTICLE XIV

### Employment Contracts, Certification and Recertification

During the term of this contract, the Board agrees to continue the provisions as stated in the current full-time Faculty Handbook.

## ARTICLE XV

### Faculty Rank and Promotion

Section 1. Philosophy of Promotion. Faculty promotion at Indian River State College constitutes recognition of superior performance and service to the College. Promotion is an honor and a privilege bestowed upon deserving faculty for performance and service that is exceptionally accomplished; it is not a right or an entitlement guaranteed to all faculty for performance and service that is merely competent. The Administration makes all ultimate decisions regarding faculty promotions, assisted by recommendations from the Promotions Committee. The Promotions Committee, which consists of three members of the faculty who have attained the rank of Full Professor, seeks to identify candidates for promotion who have demonstrated superior performance in their areas of responsibility and who have demonstrated promise of continuing to perform at a superior level.

Section 2. Minimum Eligibility Criteria. The following minimum criteria must be met in order for a faculty member to be eligible for consideration for employment or promotion. Satisfaction of the criteria does not guarantee such employment or promotion; it is merely the minimum required for consideration. A Faculty member who meets the minimum criteria for consideration may submit a

written request for promotion to the appropriate Vice President no earlier than the first semester of his or her fifth consecutive full-time contract year at IRSC. Applicants for promotion may apply for only one level above their current level at a time, except for Instructors applying for promotion to Assistant Professor upon granting of a continuing contract. If the request is approved, the promotion will go into effect at the beginning of the faculty member's first contract year following the year of application.

Once a Faculty member has been promoted to a particular Faculty rank at IRSC, he or she must serve a minimum of three years in that rank before becoming eligible for promotion to a higher rank (in addition, of course, the Faculty member must also meet the minimum criteria for consideration for promotion to a higher rank). A Faculty member who is seeking a subsequent promotion at IRSC may apply for promotion no earlier than the first semester of his or her third consecutive full-time contract year following the previous promotion. If the request is approved, the promotion will go into effect at the beginning of the faculty member's first contract year following the year of application.

In order to be promoted, faculty members must have earned a continuing contract. (There are two exceptions to this requirement: it would not apply to faculty members who are being specifically recommended for promotion by the President, and it would not apply to faculty members who are ineligible for continuing contract consideration because their position is grant funded or funded by other special arrangements.) The decision and criteria to award a continuing



contract is an exclusive prerogative of the Administration; the Promotions Committee plays no role in the decision to grant or withhold continuing contract. Thus, faculty members in the first semester of their fifth consecutive contract year of service who have not yet been awarded a continuing contract may apply for promotion, provided they have met the other minimum criteria, in the expectation that they will have been awarded a continuing contract before the requested promotion would go into effect at the beginning of their sixth contract year. However, such candidates must understand that a positive recommendation for promotion from the Promotions Committee would be contingent upon the Administrative decision to award a continuing contract to the faculty member following the completion of the faculty member's fifth contract year.

Note: Full-time faculty who become eligible to be considered for continuing contract on or after July 1, 2015 are subject to the provisions above. In order to provide a transition period, faculty members who are currently employed by IRSC as of the date this contract is approved and become eligible for the award of a continuing contract during the 2012-13, 2013-14 and 2014-15 academic years must complete three (3) years of satisfactory service in an instructional position at the College during a period not to exceed five (5) successive years with such service being continuous except for leave duly authorized and granted; and must be recommended by the President for continuing contract based on successful performance of duties and demonstration of professional competence.

Instructor: Earned Bachelor's degree from an accredited institution, plus 10-quarter hours or 6 semester hours of graduate course work, plus a minimum of three years' full-time professional and/or teaching experience in the field of specialization, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Or

Earned Bachelor's degree from an accredited institution, plus a minimum of five years' full-time professional and/or teaching experience in the field of specialization, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Master Instructor: Earned Master's degree from an accredited institution, plus a minimum of one year of full-time professional and/or teaching experience in the field of specialization, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Or

Earned Bachelor's degree from an accredited institution, plus 15-quarter hours or 9 semester hours of additional graduate course work, plus a minimum of five years' full-time professional and/or teaching experience in the field of specialization, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Assistant Professor: Earned Master's degree from an accredited institution, plus 30-quarter hours or 18 semester hours of additional graduate course work, with no experience necessary, or the equivalent qualifications.

Or

Earned Master's degree from an accredited institution, plus 15-quarter hours or 9 semester hours of additional graduate course work, plus a minimum of two years' full-time professional and/or teaching experience in the field, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Or

Earned Master's degree from an accredited institution, plus a minimum of five years' full-time professional and/or teaching experience in the field of specialization, or the equivalent qualifications. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

Note: Upon being awarded a continuing contract, a faculty member who is employed at the Instructor or Master Instructor level and who is otherwise qualified for the rank of Assistant Professor shall be promoted to Assistant Professor. Candidates for this promotion must follow the same procedure followed by all other applicants for promotion, including a letter of intent to the appropriate Vice President and submission of appropriate documents to the Promotions Committee. Thus, such candidates who are in the first semester of their fifth consecutive contract year (and who expect to be awarded a continuing contract at the completion of their fifth contract year) may apply for promotion to the rank of Assistant Professor with the understanding that a positive recommendation for promotion from the Promotions Committee would be contingent upon the Administrative decision to award a continuing contract.

Associate Professor: Earned Master's degree from an accredited institution, and a minimum of five years' full-time professional experience in the field of specialization, including a minimum of three years' full-time services in the current faculty rank at IRSC plus either (a) 50 quarter hours or 30 semester hours of

additional graduate coursework or (b) admission to candidacy in a recognized doctoral program at an accredited institution (i.e., the candidate must have completed the coursework for the doctorate and passed the qualifying exams) or (c) the equivalent qualifications.

Note: "Equivalent qualifications", in this context, refers to qualifications that would be equivalent in scope and significance to 50-quarter hours or 30 semester hours of additional graduate coursework or admission to candidacy in a recognized doctoral program at an accredited institution. Qualifications that would be equivalent to such academic achievements would have to be essentially scholarly in nature - - i.e., they would have to entail experience on the part of the candidate that involved research, study, and learning that led to some objectively measurable intellectual achievement. The Equivalency Committee will determine graduate course equivalents regarding educational activities for faculty members applying for promotion to Associate Professor under the equivalency option. In determining the equivalency of the qualifications claimed by the candidate, the Equivalency Committee will look for evidence that the experience has demonstrably enhanced the candidate's academic and professional knowledge and expertise.

Examples of qualifying experiences that might be considered equivalent to graduate coursework (depending upon their scope and significance) would include but not be limited to: (a) successful completion of professional training resulting in certification or licensure, or other professional training with demonstrable value to the College, (b) scholarly research and writing resulting in professional

publications, (c) scholarly research and writing resulting in the presentation of papers at professional conferences, (d) scholarly research and writing resulting in the production of media products (such as radio and television programs or websites) with an academic and/or professional content, or (e) professional development experiences resulting in enhanced skills and knowledge (such as a return to industry). It is the candidate's responsibility to provide the Equivalency Committee with evidence demonstrating that the claimed qualifications are equivalent in scope and significance to 50 quarter hours or 30 semester hours of additional graduate coursework or admission to candidacy in a recognized doctoral program at an accredited institution.

Examples of qualifying experiences that would not be considered equivalent to graduate coursework would include: (a) extensive work experience as a faculty member, (b) membership in professional organizations, (c) offices held in professional organizations, (d) attendance at professional conferences, or (e) superior job performance. The burden of proof lies with the requestor, who must provide a description, documentation, and rationale for the request. Preferably, these requests will be made before the educational activity takes place so the equivalence rating will be known prior to participation in the activity.

Full Professor: Earned doctorate from an accredited institution, plus a minimum of five years' full-time professional experience in the field of specialization, including a minimum of three years' full-time service in the current faculty rank at IRSC

Section 3. Deadline for Promotion Applications. The deadline for filing an application with the appropriate Vice President for consideration for the following contract year is December 1. All graduate course hours, degrees or equivalent qualifications must be completed and documented prior to a recommendation for promotion. However, once a candidate submits his/her packet to Human Resources for promotional consideration, a candidate will be permitted to add an official transcript demonstrating courses completed during the Fall Term.

Section 4. Promotions Committee. The Promotions Committee consists of three Full Professors elected annually by the IRSC Chapter of the American Association of University Professors. In nominating candidates to serve on the Committee, the Chapter will make every effort to ensure equitable representation from both the occupational and academic areas (including faculty from both the teaching and non-teaching faculty when possible). The ballot for the annual election will feature candidates in two columns: (1) A.S. Candidates (who must be members of the A.S. Division) and (2) A.A. Candidates (who must be members of the A.A. Division). Voters will cast a total of three votes for the candidates of their choice, and they may apportion their three votes between the two columns (A.S. Candidate and A.A. Candidate) in any manner they choose. The candidate who receives the most votes among the candidates in the A.S. Candidate column will be elected to the Promotions Committee, as will the candidate who receives the most votes among the candidates in the A.A. Candidate column; the third position on the Promotions Committee will be filled by the candidate who receives the most votes among all of the remaining candidates in both columns. All qualified

Full Professors will be contacted by the Chapter and offered the opportunity to be listed on the ballot as either A.S. Candidates or A.A. Candidates. In the event that no qualified person is willing to appear on the ballot in one of the two columns (i.e., either the A.S. Candidate column or the A.A. Candidate column), all of the nominees will be listed in a single column as At Large Candidates, and the three candidates receiving the highest number of votes will be elected to the Promotions Committee. Promotions Committee members will not be required to serve on any other regular committee during their tenure (Fall and Spring Semesters) on the Promotions Committee without their consent. The committee will have full access to student evaluations, self-evaluations, and written evaluations of the applicants made by their Division Deans. The committee will review each application for promotion, determine whether the applicant meets the minimum eligibility criteria, consider all available materials to formulate its recommendations on promotion, and report its recommendations to the President of the College and to the applicant.

Section 5. Procedures for applying for Faculty promotions are outlined in the Faculty Handbook.

## ARTICLE XVI

### Post-Award Performance Review

Pursuant to SBE Rule 6A-14.0411, full-time faculty granted continuing contracts shall participate in a post-award performance review based on the same criteria used in the award of continuing contract, as follows:



1. Quantifiable, measured effectiveness in the performance of faculty duties:
  - a. Continuing professional development;
  - b. Currency and scope of subject matter knowledge;
  - c. Demonstrated proficiency in the use of appropriate educational technologies;
  - d. Relevant feedback from students, faculty, and employers of students;
  - e. Service to the department, College and community;
  - f. Documented contributions to student success, including student learning outcomes, course completion rates, graduation and/or certification and job placement rates as appropriate for the particular field of learning and individual faculty member;
  - g. Educational qualifications and capacity to meet the needs of the community;
2. Efficiency, organization and delivery of educational content;
3. Character, professionalism, compatibility and collegiality;
4. Length of time the duties and responsibilities of the position are expected to be needed.

In addition to annual evaluations, this post-award performance review shall be conducted no more than five (5) years following the initial award of continuing contract, and shall be repeated on a periodic basis not to exceed each five (5) years thereafter. Failure to meet the post-award performance criteria or other good cause may, upon recommendation of the President, result in termination or return of the faculty member to annual contract status. 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 appeal the action through the grievance procedure outlined in Article XXIV or Chapter 120 F.S. as specified in 6A-14.0411 by filing a petition with the Board within twenty-one (21) days of receipt of the recommendation of the President.

## ARTICLE XVII

### Transfers, Abolishment of Positions, Reduction in Force

Section 1. Transfers. Notice of full-time vacancies in the College shall be made known to the faculty and the Chapter. Faculty who are applicants to fill such vacancies shall be considered in filling the vacancies. If accepted, an individual shall retain all rights and privileges as provided by Florida Statutes and State Board Rules.

Section 2. Elimination of Positions. Upon recommendation by the President, a full-time faculty member under continuing contract status may be terminated or returned to annual contract due to program consolidation, reduction or elimination, or due to restriction of the required duties of the position by the Board. The determination of which faculty shall be retained, dismissed or returned to annual contract shall be based on the criteria listed in Article XVI. The decision of the Board shall not be controlled by any previous contractual agreement, and in evaluation of these factors, the Board's decision shall be final.

In the event that it is necessary to lay off faculty for the reasons stated above, the following procedure shall be employed (subject to the provisions

outlined in the Florida Administrative Code (FAC) and State Board of Education (SBE) Rules).

A. The College President, or designee, shall call a meeting between representatives of the Administration and of the Chapter to discuss potential solutions to the problem of unneeded personnel in a particular program or department.

B. Notice of layoff shall be as follows:

1. A non-continuing-contract faculty member who is to be laid off due to the reasons listed above shall receive notice, by April 1, that his or her contract may not be renewed.

2. A continuing-contract faculty member who is to be laid off because of discontinuation of program shall receive twelve (12) months' notice. A continuing-contract faculty member who is to be laid off because of financial exigency shall receive notice by April 1, or as provided by law.

3. A continuing-contract faculty member who is to be laid off shall receive a one-year sabbatical to enable him either to increase his or her skills or to train for a new field, subject to the limitations below.

For a period of twelve (12) months, the person on sabbatical is to receive monthly remuneration of 50 percent of the monthly salary, which would be paid to him or her if he or she were not laid off. The number of such sabbaticals granted per year shall not exceed four percent of the total number of certified full-time faculty employed by the College.

If the number of applicants for sabbaticals exceeds the number of

sabbaticals available, sabbaticals will be awarded on the basis of seniority in the College.

## ARTICLE XVIII

### Holidays

The academic calendar will provide that no faculty will be scheduled to work on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any of the above holidays falls on Saturday, the preceding Friday shall be the holiday. When any of the above holidays falls on Sunday, the following Monday shall be the holiday. Any member of the faculty who observes religious holidays on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his or her employment for such observance. However, he or she shall file, with the appropriate vice president, appropriate documents for such leave, which shall be charged to either personal leave or non-duty leave.

## ARTICLE XIX

### Fringe Benefits

During the term of this contract, the Board agrees to provide fringe benefits to the faculty which include the following: life, accident, and accidental death and dismemberment insurance; health insurance; long-term disability insurance; unemployment compensation insurance; worker's compensation insurance; sick

and personal leave; retirement; sick leave special pay plan; indemnification of court-assessed damages against employees for any act or omission arising out of and in the course of the performance of his/her duties and responsibilities to the College; reimbursement of tuition and fees for educational experiences approved (in advance) by the Administration and taken at accredited institutions; reserved parking spaces; free admission to athletic events; and swimming pool privileges. The Chapter will be notified of and involved in the consideration of any substantive changes to be made in the contractual agreements concerning benefits (for example, insurance programs) as they pertain to the faculty.

## ARTICLE XX

### Rights of the Faculty

Section 1. Academic Freedom. The Chapter subscribes to the AAUP 1940 Statement of Principles and the Interpretive Comments of 1940 and 1970, which states the following: (1) the faculty member is entitled to reasonable freedom in the classroom in discussing his or her subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject; and (2) the faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, he or she should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a person of learning and as an educational employee, he or she should remember that the public may judge his or her profession and his or her

institution by his or her utterances. Hence, he or she should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he or she is not a spokesman of the institution.

Section 2. Citizenship. The faculty shall be entitled to full rights of citizenship and shall claim all rights permitted to it by law.

Section 3. Confidentiality. The faculty shall not be expected to disclose information given to it in confidence regarding students unless required to do so by law.

Section 4. Board Policies. The current AAUP contract and current full-time Faculty Handbook, will be made available to each faculty member, who will not be held accountable for such until the documents have been made available. The IRSC District Board of Trustees Policies and Administrative Procedures will be maintained and accessible on the IRSC Intranet and hard copy in the Human Resources Department. The faculty shall not be held accountable for such policies and procedures until they are available for review. The Chapter Executive Board agrees to consult with the College President or designee on any questions or concerns in regard to these documents before consulting with any other individual or group.

Section 5. Office. The Administration shall provide to each faculty member office space and office equipment necessary for the faculty member to provide his or her assigned services.

Section 6. Travel Expenses. The faculty member shall be reimbursed for

expenses incurred during travel required for College business in accordance with College travel policies and procedures and regulations of the State of Florida as authorized by statute.

## ARTICLE XXI

### Meaning of Continuing Contract

Only full-time faculty, including those assigned to the library, guidance or other designated non-classroom learning environments are eligible for continuing contract. Faculty members awarded a continuing contract, are entitled to continue employment at the College without annual nomination or reappointment until such time as the faculty member resigns or the faculty member's contractual status is changed pursuant to Florida Administrative Code, State Board of Education Rule 6A-14.0411.

## ARTICLE XXII

### Termination of Appointment for Cause

Section 1. Definition of Cause. Adequate cause for the dismissal of a faculty member who has a continuing contract, or whose non-continuing contract appointment is being terminated shall be pursuant to Chapter 120 F.S. and Florida Administrative Code and State Board of Education Rule 6A-14.0411. The burden of proof in establishing cause for dismissal rests with the College Administration.

Section 2. Procedural Rights of the Faculty. When reason arises to question the fitness of a faculty member, the President of the College or designee

will discuss the matter with the faculty member in a personal conference, at which the faculty member may choose to be accompanied by a Chapter representative or an attorney. The matter may be terminated by mutual consent at this point. If an adjustment does not result, then the matter will be considered according to current pertinent Florida Statutes, Florida Administrative Code and State Board of Education Rules. (See also Article XXIV.)

## ARTICLE XXIII

### Miscellaneous Provisions

Section 1. Classes at Other Institutions. With the approval of the appropriate vice president, schedules, insofar as practicable, are to be arranged whenever requested to allow faculty to attend classes at other institutions of higher education up to two courses per term.

Section 2. Attendance at College Functions. Faculty attendance at all College-sponsored functions and activities shall be voluntary unless part of the individual faculty member's workload.

Section 3. Liability. The Chapter shall not hold the Board responsible for personal property stored or utilized on College property.

Section 4. Administrative Assignments. Instructors, counselors, or librarians who are also designated, as administrators in the College shall not be assigned in excess of 50 percent instructor, counselor, and librarian responsibilities unless an exception is approved by the President and the Chapter. No member of the bargaining unit shall exercise supervision over any other member of the



bargaining unit.

Section 5. Protection of Bargaining Process. No member of the bargaining unit will receive any term or condition of employment that is more or less advantageous than any contained in this contract.

## ARTICLE XXIV

### Adjustment Procedures

Section 1. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Chapter against the Administration involving the interpretation or application of the specific provisions of this contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the Administration. Grievances that arose previous to the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taken against any member of the faculty for participating in a grievance. If a grievance consists of specific allegations of discrimination/harassment on the basis of race, gender, color, national or ethnic origin, religion, age, disability, sexual orientation, veteran or marital status or sexual harassment, the employee must follow the Harassment/Discrimination Policy, 6Hx11-3.13, and Administrative Procedure 3.13.

Section 2. Grievance Procedures.

Step 1. If a complaint that falls within the definition of a grievance is not

satisfactorily resolved in informal discussions; and if five (5) working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the Administration. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written complaint--signed by both the faculty member and the Chapter grievance representative on the campus, in individual faculty grievance (or signed alone by the Chapter grievance representative on the campus, in case of Chapter grievance)--shall set forth the nature of the problem, the facts on which it is based, the alleged violation, and the relief requested.

In the event that the faculty member elects to file a charge without the intervention of the Chapter grievance representative, the Administration will immediately notify the Chapter grievance representative that a grievance charge has been filed and will supply the representative with a copy of the charge. No representative of the Administration will meet with the faculty member without first affording reasonable opportunity for the Chapter representative to be present at such meeting.

The written grievance will be submitted by the complainant to the appropriate administrative director, dean or provost. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the decision of the administrative

director, dean or provost is not satisfactory, the grievance will be taken to Step 2.

Step 2. All written materials from Steps 1 will be submitted to the appropriate vice president or designee. This appeal will be filed within three (3) working days of receipt of an unsatisfactory written decision from the last appeal. The appropriate vice president or designee will give a written decision within three (3) working days of receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 3 will be taken.

Step 3. All written materials from Steps 1, and 2 will be submitted to the President of Indian River State College or designee. The President or designee will give a written decision within five (5) working days of the receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative.

Step 4. If the President's decision or designee's decision is unsatisfactory, the grievance will be submitted to an impartial, neutral arbitrator mutually selected by the parties from the list of approved arbitrators maintained by PERC. The administration will be notified by registered mail within five (5) working days of the employee's intention to submit the grievance to arbitration.

The arbitrator's decision shall be final and binding; however, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

The compensation, if any, of the arbitrator shall be borne equally by the Administration and the Chapter.

## ARTICLE XXV

### Totality of Agreement

Each party, for the lifetime of the contract, agrees that the other shall not be obligated to bargain collectively with any subject matter referred to or not referred to or governed by or not governed by this contract, unless the Board and the Chapter mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

## ARTICLE XXVI

### Savings Clause

The contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations thereof. In the event that any provision of this contract is found to be inconsistent with existing legislative statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative; but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the contract, it shall at that time become operative.

If the enactment of any provision or portion of this contract is prevented because of applicable legislative action, executive order, or regulation dealing with wage and price controls, then only such specific provisions or portion specified in

such decision shall be invalid, the remainder of this contract continuing in full force and effect for the term of the contract, provided, however, any provision of this contract is prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this contract or any extension thereof.

## ARTICLE XXVII

### Term of Contract

This contract shall be effective on the 1st day of August 2013 and shall remain in full force and effect through July 31st, 2014.

For the Board

For the Chapter

---

Werner Bols  
Chairman

---

David Richwine  
AAUP President

---

Edwin R. Massey, Ph.D.  
President

---

Barbara Van Horn, Ph.D.  
Chief Negotiator