

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 XXXXXXXX XX, 2010



Florida State College at Jacksonville is a member of the Florida State College System. Florida State College at Jacksonville 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 Commission on Colleges of the Southern Association of Colleges and Schools to award the baccalaureate degree and the 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.

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ARTICLE 1: PREAMBLE

It is the intent of the parties hereto that this agreement shall assure a collegial working relationship between Florida State College at Jacksonville (hereinafter referred to as the College) and the United Faculty of Florida - Florida State College at Jacksonville (hereinafter referred to as the Union), provide an orderly means for resolving conflicts and misunderstandings that may arise between the parties hereto, and to establish rates of pay, hours worked, and other terms and conditions of employment.

As a result of a collegial negotiation process, the College and the Union hereby express their desire to be guided by the following principles:

- Optimize student access to classes, faculty, and services consistent with the institutional mission and values.
- Elevate employment satisfaction within an environment that fosters creative contributions to learning, innovative practices, and professional growth.
- Provide market competitive salaries, benefits, and incentives to attract, reward, and retain faculty and support educational excellence.
- Establish a fair, constructive and effective faculty evaluation system in the respective instructional entity within the College focused on the essential responsibilities of full-time faculty and elevated standards of accountability associated with a four year institution.
- Assure standards relative to continuing contracts by implementing clear and objective criteria to include performance factors.
- Augment capability of each instructional entity within the College to ensure currency, relevancy, and quality of courses, programs, academic services and instruction.

The parties are committed to consider fully and fairly the means advanced by the other party, and to enter into a complete initial agreement that creates a clear and comprehensive foundation for future faculty/administrative relations and establishes the conditions necessary for educational excellence.

ARTICLE 2: RECOGNITION

The District Board of Trustees 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 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 must 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 at the start of 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 service, including faculty mail boxes, for official Union communications, so long as the communication is conducted in a responsible manner.

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 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 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 (21st) 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:

- Reprimands shall be administered by the supervising dean or campus president 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 campus president to the College President. The College President shall provide notice of the suspension to the District Board of Trustees 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.
- Dismissal of a faculty member shall be by recommendation of the College President to the District Board of Trustees, provided that no such faculty member may be dismissed without an opportunity to be heard at a public hearing after at least 14 days notice of the charges against the faculty member and of the time and place of the hearing; and provided further, that the charges must be based on immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, 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, FAC, prior to dismissal, the District Board of Trustees shall hold a public hearing in accordance with the provisions of

Section 120.57, Florida Statutes, unless the parties mutually agree to an alternative hearing procedure.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURES

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 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 Vice President of Human Resources 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 Vice President of Human Resources.

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 Vice President 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 Vice President of Human Resources.

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 Vice President of Human Resources) by the tenth (10th) 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 Vice President of Human Resources.

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 following articles shall be subject to arbitration: Dues Checkoff, Faculty Rights, Union Rights and Reduction in Force. 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 - If the arbitrator rules partially for the grievant and partially for the employer, the parties shall share equally in the total costs of arbitration; otherwise, the losing party shall pay 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 (30th) 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 during the Spring semester.

Faculty on continuing contract will be evaluated once every two 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 evaluation form. Adult education and ESOL faculty will continue to utilize the evaluation forms in use in 2004-05. 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 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 10 work-days 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 campus president. Report information by program and discipline will be provided to the Office of the EVP of Instruction and Student Services. The final FSCJ Student Evaluation of Instruction (SEI) online form will consist of the 15 questions that are attached and five (5) additional questions to be determined by a joint committee no later than July 1, 2005.

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 shall be established consisting of three faculty members appointed by the Union and three administrators appointed by the College, to be chaired by the Vice President of Human Resources, who shall be a non-voting member except as needed to break a tie vote. The committee shall develop definitions for each rating and shall consider the Best Practices (see Appendix C) when determining the definition of Exemplary.

Examples will be provided for each responsibility that is Needs Improvement or Unsatisfactory. If a rating of Needs Improvement is determined, the supervising administrator shall consult with and obtain the concurrence of the 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 a rating of Unsatisfactory is determined, at the 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. The annual contract shall not create the expectancy of employment beyond the term of the contract. 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 – A faculty member whose primary assignment is in the Degree Education Division at the rank of Associate Professor is eligible to apply for and be awarded continuing contract after three years of satisfactory service. Faculty includes full-time teaching faculty, librarians and counselors.

The Board shall provide a continuing contract to eligible instructional employees pursuant to the applicable provisions of State Board of Education Rule 6A-14.0411 and the review process specified herein.

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.

An administrator who was previously a continuing contract faculty member, upon returning to a full-time faculty primary assignment to the Degree Education Division, will be granted continuing contract after two years of satisfactory performance without needing to go through the procedure outlined herein.

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.

1. The applicant will submit all relevant materials to his or her Instructional Program Manager or Associate Dean no later than the September 1st prior to the fourth year of employment (third year for faculty previously on continuing contract) or after three

consecutive years of satisfactory service in any five-year period. Counselors will submit their materials directly to their dean.

2. The Instructional Program Manager or Associate Dean will review the application for completeness and forward the package to the appropriate dean by September 15th, 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 1st, 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 College-wide Continuing Contract Committee by November 1st.
5. The College-wide 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 Campus President by the end of the fall term.
6. The Campus President will review the application package and recommendations, and may choose to interview the candidate. The application will be forwarded to the Executive Vice President by January 31st. The Campus President shall provide evidence of continuing need for the position in compliance with Board Rule 6Hx7-3.6.
7. The Executive Vice President and College President will notify the candidate of the disposition of the application. Successful applications will be recommended to the District Board of Trustees at the March meeting.

In the event an applicant is not successful, the application may be re-submitted one 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 Degree Education Division 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 years, except the first year, when two of the campus committee seats and four of the college-wide committee seats will be for one 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 campus Degree Education Division faculty, appointed for two year terms, and two campus Degree Education Division faculty appointed on a temporary basis by the Associate Dean, Program Manager, or 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 temporary committee members, continuing contract faculty from other departments in the Division may be appointed. The committee will elect a chair from the five regular members.

The College Continuing Contract Committee will consist of nine members from the Degree Education Division appointed for two-year terms. The seats will be allocated as follows: Two members each from the Downtown Campus, North Campus, South Campus and Kent Campus. The Union shall appoint one member at large from the Degree Education Division. The committee will elect a chair from its membership.

DOCUMENTATION GUIDELINES – Guidelines for application documentation will be developed by the College-wide Continuing Contract Committee with input from the Academic Leadership Council. 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 in the Degree Education Division during the preceding two (2) years.

ARTICLE 14: TEACHING QUALIFICATIONS

Full-time faculty assigned to the Florida State College Division (Degree Education Division) or the Florida Coast Career Tech Division (Career Education Division) must meet the minimum qualifications established by the Southern Association of Colleges and Schools (SACS). Full-time faculty whose primary assignment is in the Community Education Division or other areas of assignment must meet the minimum qualifications established by the College which may include those established by SACS.

Official transcripts must be placed on file with the Human Resources records department prior to the first term of employment with the College.

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 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 percent 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 members as follows:

- Three (3) faculty members appointed by the Union;
- Three (3) administrators appointed by the Executive Vice President in consultation with the campus presidents;
- Two (2) faculty members appointed by the Faculty Senate; and
- One (1) administrator designee of the Executive Vice President 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 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 Campus President where the faculty member is assigned. The campus president's recommendation will be forwarded to the Executive Vice President 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 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 percent 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 Campus President and Executive Vice President within eight 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 80 sick leave hours or more who have been employed with FSCJ for at least one full year are eligible to join this pool. After the third year of employment, it will be the responsibility of the employee to contact the benefits department for enrollment. 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 twice annually, with an effective date of the first workday in October and April. 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 March or September.

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 percent times the number of days of accumulated sick leave.
- During the next three (3) years of serve at the College, the daily rate of pay multiplied by 40 percent 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 percent 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 fifty (50) percent times the number of days of accumulated sick leave.
- During the next 20 years of service, the daily rate of pay multiplied by 50 percent plus an additional 2.5 percent per year for each year of service beyond 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 percent 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 percent times the number of days of accumulated sick leave.
- During the next 20 years of service, the daily rate of pay multiplied by 50 percent plus an additional 2.5 percent per year for each year of service beyond 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; 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.

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 10 work days 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 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 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.

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, not including the appropriate campus dean or direct supervisor of the position. A minimum of two (2) members of the committee shall be from the specific discipline of the advertised position.
- B. Multiple Vacancies – 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) college-wide 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, not including the chairperson. A minimum of two (2) members of the committee shall be from the specific discipline of the advertised position. When possible, the committee shall include at least one (1) faculty member from the discipline from each of the campuses where the vacancy exists.

Committees may be composed of faculty from related disciplines and other college staff-members. 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.

Upon clarification of the interview process, the committee chairperson will submit the finalist list to the campus president.

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.

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 obtain supervisory approval of any substitute or alternative assignment.

Prior approval must be given by the appropriate administrator for substitute coverage.

If the absence exceeds the equivalent of one week's instruction, as determined by the immediate supervisor, the supervisor will provide for class coverage.

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.

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 college-wide in sequential* courses using the following procedure:

- Faculty within each department representing each campus shall serve on a college-wide 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 college-wide committee will be used for a minimum period of two (2) years unless the college-wide 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 college-wide committee.

ARTICLE 21: PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY

COPYRIGHTS, PATENTS & ROYALTIES – The College supports and encourages its faculty to develop and publish scholarly and creative works and educational materials and products/intellectual property which may be subject to copyright or patent and which may generate royalty income. Such activities increase professional knowledge, provide creative models for students, and bring recognition to the College. These developments may involve the use of College time and resources. The policy listed below therefore defines the rights and obligations of all parties concerned.

PERSONS COVERED UNDER THE POLICY – The policy is intended to cover relevant activities of all full-time College faculty.

MATERIALS SUBJECT TO COPYRIGHT AND PATENT – In general, the materials subject to copyright and patent will be divided for discussion purposes into the following major categories:

- Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic designs, musical arrangements and compositions, dramatic compositions, tests and other relevant materials which are usually covered by copyright laws.
- Technological materials such as computer programs, computer-controlled multimedia including videodiscs, CD ROMS, etc., and television related materials, such as educational materials and video programs developed and released through cable television, open broadcast television, videocassette and the like, all of which are normally covered by copyright laws.
- Scientific products and discoveries, which are usually subject to patent as opposed to copyright laws.

All materials covered by this policy should be interpreted under one of the above categories.

DETERMINATION OF RIGHTS – To determine the disposition of rights to copyrightable materials and patents developed by the College faculty, such rights will be interpreted within the framework of the categories listed below.

Individual Effort – Right to copyrightable materials or patent that are generated as a result of individual initiative and not as a specific College assignment and with incidental use of College facilities, and/or resources shall reside solely with the author or inventor, provided, however, the College shall be granted a royalty-free license to make full use of all products and processes so developed.

College Assisted Individual Effort – When the College provides support of an individual effort resulting in copyrightable material or a patent by contributing faculty time, facilities and/or other College resources, the College is entitled to certain rights and privileges as listed below.

- The College shall be granted a royalty-free license to make full use of all products and processes so developed pursuant to this section.
- The College will recover all costs, supported by detailed records on time and materials, plus 10 percent.
- Generally, copyrights and patents will be held in the name of the College faculty member concerned. However, agreement between the individual and the College may create other rights and responsibilities, including joint ownership.

College Initiated and Supported Efforts – Ownership of copyrightable material or a patent relating to materials to processes identified above, developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College, shall reside with the College. Under special circumstances, the College may share royalty income with the author or inventor upon recommendation by the College and approval by the Board.

Sponsor Supported Efforts – College faculty who produce copyrightable material or a patent under sponsor-supported projects shall be governed by the specific terms and conditions of the sponsorship contract. College personnel are responsible for determining, in advance, the terms of sponsorship and executing a Copyright/Patent Royalty Agreement with the sponsor.

ROYALTY INCOME – Royalty income from copyrighted materials and patents shall be distributed as listed below.

Individual Effort – Income derived from materials and patents produced from the individual initiative of College faculty as defined above shall accrue solely to the author or inventor.

College Assisted Individual Effort – Income derived from individual efforts which are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor. However, repayment to the College must be made by the individual(s) concerned as outlined above, which also outlines the other rights of the College in these cases.

The above holds in all cases save those in which the individual(s) request, and the College agrees to permit its name to be used in connection with the product or process and also agrees to market or assist in acquiring a marketing source for the product or process, as outlined above. In these cases, royalties will be shared with the College receiving 25 percent and the individual(s) 75 percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent.

College Initiated and Supported Efforts – When copyrighted material or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived therefrom. In specific instances, where an exceptional individual-initiative product results, and only after College recommendation and Board approval, portions of income derived therefrom may be shared between the College and the author or inventor. Such efforts shall be determined in a case-by-case basis.

Sponsor Supported Efforts – Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Income derived from copyrighted materials or patents shall be disbursed in accordance with stated College policies when the contract or grant document is silent as to disbursement of royalties or times of value.

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 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 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 learners engaged in persistent learning and exemplary teaching.

ARTICLE 25: OTHER BENEFITS

Tuition Reimbursement – Eligible employees shall be reimbursed in an amount not to exceed \$2,500 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 Community 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 or a dependent child under the age of twenty-two (22) who are living at the full-time employee's residence.

ARTICLE 26: 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.

ARTICLE 27: WORKLOAD

Basic Workload

Full-time College faculty shall be assigned to the Degree Education Division, the Career Education Division, or the Community Education Division. Full-time faculty shall be assigned a base teaching load of 30 workload units (WLUs) except as otherwise assigned in the Academic Success Center within 180 days of full-time service (to include official College holidays which fall within the terms assigned), and which includes two sixteen week terms. Appropriate administrators will collaborate with faculty members to ensure each faculty member is assigned a workload that best meets student and institutional need. 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 30 hours which includes classroom contact hours, posted office hours available, and instructional support time. Ten (10) office hours will be scheduled and approved to best meet the needs of the students except for faculty whose base workload requires more than 20 classroom contact hours. For those faculty members, office hours will be equal to 30 minus the classroom contact hours. Office hours may be rescheduled as needed. Notices 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 granted at the discretion of the administrator as approved by the Executive Vice President or Campus President. It shall be the responsibility of the supervision administrator to plan a full load for all full-time faculty within the two required terms. Online office hours may be scheduled with the approval of the supervising administrator.

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 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 campus president 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 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 campus president 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 Executive Vice President. Each non-teaching week will involve activities related to College goals. Faculty will be compensated at 2.5% of their base rate per week.

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 exceeds 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. In cases of course enrollment under 12, the dean may offer a stipend to a faculty member. The stipend will be calculated at .07 times the appropriate overload rate (up to 3 WLUs) times the number of students. Faculty may choose to count enrollments under 12 as part of their load using the formula .04 times the WLU (up to 3 WLUs) 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.

A. Combining Lecture Sections of Same Courses

The supervising administrator may combine the lecture component of courses where educationally sound. When the lecture portions of the same course are combined, the faculty member will be credited with one lecture.

B. Combining Credit Type/Stacking

Class sessions may involve students or more than one credit type. When this occurs, the appropriate administrator will determine the appropriate workload credit. Continuing workforce education and other types of noncredit continuing education and recreation courses may not be used to make load.

C. Combining of Course Levels

Subsequent to consultation with the faculty member, the supervising administrator may combine courses of various instructional levels as academically appropriate.

Directed Study and Independent Study

Professors shall be paid .07 times the appropriate overload rate (up to 3 WLUs) times the number of students. Faculty may choose credit toward their teaching load at the rate of .04 times the WLU (up to 3 WLUs) times the number of students. Faculty may have no more than 10 directed or independent study students per semester.

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 if an adjunct instructor is not already scheduled.
- 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:
 - 1. Be paid for all WLUs over the maximum base load.
 - 2. Bank the excess to reduce their load obligation in the subsequent contract year.
 - 3. 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, in order of priority, will be considered and a plan will be developed by the supervising administrator in consultation with the faculty member:
 - 1. Completion of WLUs during the subsequent term.
 - 2. Completion of the required number of WLUs during the subsequent academic year.
 - 3. 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 campus president, the vice-president of HR and the union president.

- D. The banking of WLUs is a process that works over a two-year period. The two 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 2009-10 Spring Term shall serve as the assignment of WLU value for each course for the duration of the term of this agreement. Courses added or amended or revised during the duration of this agreement through the College's Curriculum Approval Process shall use the partial points outline where applicable (see Appendix E).

ARTICLE 27-A: ACADEMIC SUCCESS CENTER ASSIGNMENTS

Overview

The parties recognize that the College and the Faculty are committed to improving the educational outcomes of students in developmental education courses in accordance with College goals and the expectations of accountability inherent in the accreditation process.

Academic Success Center (ASC) voluntary assignments shall be made on an annual basis for 180 days in the assigned academic year, including official College holidays.

A. Base Load

The ASC instructional assignment will be 40 hours per week and will require that the faculty member provide 32 scheduled hours per week of contact hours and ASC service student contact hours. The remaining 8 hours may be used for scholarly work, college service, professional development, etc.

A workload unit (WLU) in the ASC is defined as 1 WLU = 2 student contact hours. ASC faculty will teach 30 WLU annually in two terms in an academic year consistent with Article 27: Workload.

ASC faculty may teach and be paid for overload courses as collaboratively scheduled between the supervising academic dean and the faculty member. ASC faculty will be evaluated by their academic dean.

B. Scheduling

ASC Faculty will develop an annual calendar of workdays and a term by term teaching schedule with their supervising academic dean in the spring of each year. Faculty teach 4 developmental courses as base load or may teach 3 development courses and one college level course per term in their discipline as a part of base load. See Appendix F.

C. Criteria for Voluntary Assignment

Faculty must be proficient in the discipline (reading, mathematics, English/writing) as determined by the results of performance evaluations, student learning outcomes data or other appropriate factors and must be recommended by their supervising dean. Evidence of successful experience in developmental education will be one such factor.

D. Reassignment Criteria

Reassignment to the Academic Success Center for subsequent annual terms will be by mutual consent and dependant on the results of the faculty performance evaluation.

E. Professional Development

Faculty assigned to the ASC shall receive an individual professional development stipend of \$1500. The stipend shall be used for appropriate professional development activities related to the assignment and planned in cooperation with the supervising academic dean.

F. Compensation

Faculty shall be compensated according to Article 28: Compensation. Faculty assigned to the ASC shall receive an annual Strategic Value Annuity (SVA) in the amount of \$3000 in addition to base pay and any overload earned in recognition of the professional commitment being made to improving the educational outcomes of developmental learners.

ARTICLE 27-B: RANK SYSTEM

Faculty who are assigned to the Degree Education Division of Florida State College at Jacksonville shall be eligible for rank assignment and for advancement through the Rank System. The ranks are Assistant Professor, Associate Professor, Professor, and Trustees Professor.

Initial Rank Placement:

- A. The College shall identify the rank placement of current faculty members continuously employed in a full-time College faculty assignment prior to the 2010-11 academic year as soon as practicable. Rank placement shall be based on continuous years of full-time College faculty service and contract status. Faculty shall be assigned to the rank of Assistant Professor if full-time faculty service is two full contract years or less. Faculty shall be assigned the rank of Associate Professor if full-time faculty service is at least two full contract years. Faculty shall be assigned the rank of Professor if full-time faculty service is at least four full contract years of service and the faculty member holds continuing contract status. Full-time faculty assigned to the Career Education Division or Community Education Division, effective January 1, 2010, may be eligible to retain the title of Professor and receive Rank pay differential. *
- B. Full-time faculty hired effective Spring term (2010-2) and thereafter for a position in the Degree Education Division shall have initial rank placement of Assistant Professor unless, under certain circumstances, a higher rank is determined by the College administration based on years of applicable college teaching service, degree(s) and academic discipline, and other applicable qualifications related to specific College needs.

Rank Advancement:

Assistant Professors and Associate Professors shall be eligible for advancement in rank. Professors may be eligible for and awarded the designation of Trustees Professor. ** Rank advancement recognizes the individual faculty member's excellence in the areas of teaching effectiveness, scholarly achievement, and service.

Eligibility for consideration for advancement to:

1. Associate Professor: at least two full contract years of full time faculty service at the Assistant Professor level.

2. Professor: at least two full contract years of full time faculty service at the Associate Professor level and holds continuing contract.

Criteria for Advancement

Recommendations to advance a faculty member must be made as a result of a thorough review and assessment of performance in all areas of faculty responsibility. Such reviews will include, but not be limited to, the results of all performance evaluations conducted during the period of teaching service in the current rank. The results of the review will be summarized in writing and placed in individual personnel folders by the supervising administrator. Faculty recognition and reward through advancement shall be based upon each faculty member's contribution to the defined mission of Florida State College of Jacksonville and goals applicable to the Degree Education Division.

Prior to implementation of the advancement process, effective January 2, 2011, a committee comprised of four members of the faculty, appointed by the Union, and four members of the administration, appointed by the College, shall determine the specific criteria for advancement. The committee shall elect its chair from among its members. The specific criteria shall be determined for each of the following areas:

1. Teaching Effectiveness: documentation of student learning outcomes, results of student evaluation of instruction, documentation of course materials.
2. Scholarly Achievement: documentation of professional development materials, documentation of scholarly works including teaching materials.
3. Service: documentation of service should include the elements of service to the public and service to the institution, as follows:
 - a. Service to the public should be germane to the mission and purpose of the institution, and
 - b. Service to the institution should be based on participation in the collegial functions of higher education. These include, but are not limited to, participation in institutional faculty governing bodies, service to the campus and college, and institutional academic committees, including those concerned with student recruitment, admissions, and degree completion.
4. It is the responsibility of the faculty member to maintain and continuously update a portfolio of documents and materials pursuant to rank advancement and to present the portfolio to the supervising administrator for review as a part of the annual or two-year performance evaluation cycle.

The decision-making process shall be by consensus. In the event that consensus cannot be reached, the decision-making process shall be by a simple majority vote of the members. In the event of a tie, the Committee chairperson and the EVP shall meet and determine the outcome.

Guidelines and Procedures

1. Rank and eligibility for advancement shall be stated in each faculty member's letter of appointment.

2. Criteria for advancement shall be provided to each faculty member for review. These should contain specific criteria used in judging qualifications for advancement to each faculty rank.
3. The supervising administrator shall be responsible for recommending an eligible faculty member for advancement to the rank of Associate Professor or Professor.

* Faculty employed in the Spring Term (2010-2) and assigned to the Community Education Division or Career Education Division who hold continuing contract shall retain the title of Professor and shall be eligible for a pay differential based on rank but are not eligible for advancement.

** At the recommendation of the College President, the Board of Trustees shall consider and may confer an annual appointment of Trustees Professor upon a faculty member.

ARTICLE 28: COMPENSATION

A. Base Faculty 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:

Level I	Bachelor's Degree
Level II	Master's Degree
Level III	Earned Doctorate or MFA

Exceptions to Level I degree requirement shall be made as necessary for teaching positions in the Career Education and Community Education Divisions as noted in the approved position minimum requirements.

Pay level changes shall be effective with the first payroll date following District Board of Trustees approval.

The minimum base salary for 2010-11 shall be the faculty member's 2009-10 base salary plus 3%, subject to the terms of Article 29: Sufficiency of Funds. The applicable pay differential for the rank held shall also be paid to Degree Education Division faculty and to other eligible faculty pursuant to Article 27B.

Base salaries for teaching faculty and librarians and counselors hired after August 15, 2003, shall be based on 180 workdays per contract year.

Faculty employed by the college on Jan 1, 2010, shall receive a \$1000 one-time payment upon ratification of the contract.

2. Initial salary placement for 2009-10 new faculty shall be at the minimum base salary of the applicable level, as follows:

Level I	\$36,360
Level II	\$39,288
Level III	\$41,232
Level IV	\$44,640

New faculty may receive up to 20 percent above the minimum base salary to recognize direct, job-related college teaching or other professional experience and/or extenuating labor market conditions, if recommended, as verified by Human Resources.

Initial salary placement for 2010-11 new faculty shall be at the minimum base salary of the applicable level, as follows:

Level I	\$37,104
Level II	\$40,080
Level III	\$45,552

New faculty may receive up to 20 percent above the minimum base salary to recognize direct, job-related college teaching or other professional experience and/or extenuating labor market conditions, if recommended, as verified by Human Resources.

3. Effective August 16, 2010, faculty who are assigned to the Academic Success Center (Degree Education Division) shall receive a Strategic Value Annuity (SVA) in the amount of \$3000 annually. Faculty who are assigned to the Academic Success Center for 2010-11 shall receive an Individual Professional Development Account of \$1500 to be used for individual training and development consistent with state law and regulations.
4. Effective August 16, 2010, a faculty member who is advanced from the rank of Assistant Professor to Associate Professor shall receive a pay differential of \$300. A faculty member who is advanced from the rank of Associate Professor to Professor shall receive a pay differential of \$624.
5. For those faculty who elected to remain on 220 day work calendars for 2003-04 but whose base salary for the applicable degree level was below the minimum base salary for that level if based on 180 days, the 2005-06 base salary was calculated by adding \$2,500 to the 2004-05 base salary for each and increasing the resulting amount by 3%.

B. Overload Pay

Payment for overload assignments will be per WLU over 30 within the academic year at the rate of \$618 per WLU or the certified adjunct pay rate (as noted in Board Rule 6Hx7-4.24 Pay Plan (9) Other Employees: A. Temporary Instructional Personnel, 1.), whichever is higher.

C. 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.

D. 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.

E. Pay for Special Assignments

Stipends for special assignment work may be awarded at the discretion of the administration and as approved by the Executive Vice President. An individual faculty member may not receive more than \$10,000 in stipends in any year.

F. Terminal Leave Pay

Terminal leave pay shall be paid pursuant to applicable Florida law and Article 16.

ARTICLE 29: SUFFICIENCY OF FUNDS

In the event that it is determined by the College by June 2011 that College revenue will be insufficient to support a continuation of the 2010-2011 base salary amount, base salary will automatically revert to base salary amounts for 2009-10. Any adjustment to the 2009-10 base salary amount will be renegotiated by the parties.

ARTICLE 30: 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 June 1, 2010 through August 15, 2011.

This Agreement was ratified by the bargaining unit on _____.

This Agreement was approved by the District Board of Trustees of Florida State College at Jacksonville on June 1, 2010.

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
