

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**DISTRICT BOARD OF TRUSTEES OF FLORIDA STATE COLLEGE  
AT JACKSONVILLE**

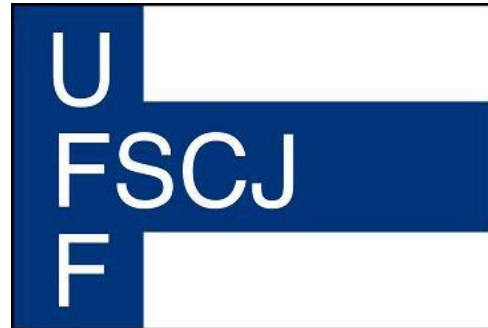
**AND**

**UNITED FACULTY OF FLORIDA - FLORIDA STATE COLLEGE AT  
JACKSONVILLE**

**EFFECTIVE AUGUST 16, 2020**



Florida State College  
at Jacksonville



Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500, for questions about the accreditation of Florida State College at Jacksonville. Contact information for the Commission on Colleges is provided to allow interested constituents to: (1) learn about the accreditation status of the institution, (2) file a third-party comment at the time of the institution's decennial review, or (3) file a complaint against the institution for alleged non-compliance with a standard or requirement. Normal inquiries about the institution, such as admission requirements, financial aid, educational programs, and educational support services, should be addressed directly to Florida State College at Jacksonville and not to the Commission's office.

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## **ARTICLE 1: PREAMBLE**

We, the parties signing this agreement, have made a commitment to each other to rise above traditional position-based bargaining and work together in an interest-based collective bargaining process. The interest-based process enables negotiators to work together as joint problem-solvers, assumes that mutual gain is possible, and that parties should help each other achieve a positive result. This process can be the foundation for a profound improvement in how we work together, both within the framework of the issues addressed within collective bargaining, and more broadly within the college community.

We recognize that not every circumstance and situation will be anticipated in an agreement, but our guiding principles remain essentially unchanged.

1. We value relationships based on integrity, honesty, collaboration, open communication, civility and trust. Together we agree that we will not engage in behaviors that endanger these relationships.
2. We recognize that in an atmosphere of mutual collaboration, the more information we share, the more we can support the interests of each party.
3. In an ever more rapidly changing world, we have to be responsive to the interests and needs not only of each other, but of our other stakeholders including our students and those who will employ them, the taxpayers who provide funds, our fellow workers, and the communities in which we live.
4. In an increasingly competitive environment, we must find ways to be more effective, more responsive, more accessible and more efficient.
5. To assure that we have talented faculty leading student learning in this competitive environment, we strive to provide market-competitive salaries, benefits and incentives to attract, reward and retain those who can make a difference.
6. We emphasize contribution, and we de-emphasize status.

We believe that a College is the people and as we improve how we treat each other, we improve our College and the learning environment.

## **ARTICLE 2: RECOGNITION**

The District Board of Trustees (DBOT) of Florida State College at Jacksonville, hereinafter referred to as “the Board” or “the College,” recognizes the United Faculty of Florida - Florida State College at Jacksonville, as exclusive collective bargaining representative for those faculty members certified by the Public Employee Relations Commission in Case RC-2001-061 and Certification No. 1359, dated April 22, 2002, who are employed by the College with respect to wages, hours and other terms and conditions of employment, as follows:

**INCLUDED:** All full-time professional employees paid on the instructional salary schedule, including teaching faculty, librarians and counselors of students.

**EXCLUDED:** All administrative personnel, career employees, part-time faculty, department chairs, faculty program coordinators, managerial and confidential employees.

### **ARTICLE 3: GENERAL PROVISIONS**

**SEVERABILITY** – If any provision of this Agreement or any application of this Agreement to the parties is held to be contrary to law, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

**WAIVER CLAUSE** – Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

**TOTALITY OF ENTIRE AGREEMENT** – The parties agree that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole agreement between the parties for its duration.

Therefore, the College and the Union during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Voluntary communications between the parties shall not be considered collective bargaining as waived in this article.

## **ARTICLE 4: FACULTY RIGHTS**

**BARGAINING UNIT RIGHTS** – All rights, privileges and benefits expressed in this agreement shall remain in effect for the duration of this agreement.

**UNION REPRESENTATION** – A faculty member who has the expectation that disciplinary action may be initiated by the College has the right to request Union representation.

**NON-DISCRIMINATION FOR UNION ACTIVITIES** – All full-time faculty of the College shall have the right to join or to refrain from joining the Union. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership.

Any claim or charge of discrimination or unfair labor practice regarding Union activity may be processed through the grievance procedure provided for in this Agreement.

**PERSONNEL FILES** – There shall be one official personnel file for each faculty member. The official file shall be maintained in the College's Human Resources Department. No derogatory materials relating to a faculty member's conduct, service, character, or personality shall be placed in the personnel file except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file. Faculty shall be notified of any derogatory materials placed in their personnel file and shall receive a copy of such pursuant to Florida statutes and any relevant rules or regulations.

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

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

**PARKING** – Designated faculty parking shall be provided on each campus at no cost to the faculty member.

**OFFICE SECURITY** – The College shall safeguard the security of College property including offices, equipment and files.

**RIGHT TO PRIVACY** – The College shall take no action against faculty members for activities pertaining to their private or personal lives except as may otherwise be provided by statute or state board rule to that effect.

**ACADEMIC FREEDOM** – Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that faculty shall be free from arbitrary limitations on the study, investigation, and presentation of facts and ideas.

## **ARTICLE 5: MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules. These unilateral rights include, but are not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College as specified by Florida statutes; to direct, supervise, schedule and assign the workforce; to maintain the discipline and efficiency of the faculty and operation of the College; to determine the programs and courses of instruction; to determine the College's grading system; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. However, the exercise of such rights shall not preclude faculty or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Pursuant to Section 1001.64, Florida Statutes, the College shall be responsible for cost-effective policy decisions appropriate to the College's mission, the implementation and maintenance of high-quality education programs within law and rules of the State Board of Education, the measurement of performance, the reporting of information, and the provision of input regarding state policy, budgeting, and education standards.

The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities, during the period of this Agreement. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses, and not inconsistent with the collective bargaining agreement.

Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that the College can determine for itself on academic grounds, who may teach, what may be taught, how it shall be taught, and who may be admitted to study.



## **ARTICLE 6: UNION RIGHTS**

**FREEDOM OF EXPRESSION** – Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

**ACCESS TO FACILITIES** – The Union and its representatives shall have the right to use College facilities for meetings on a space-available basis at no charge during the hours the College is open.

**U.S.MAIL DELIVERY** – United States mail on which postage has been paid which is received by the College addressed to a faculty member shall be delivered unopened to the faculty member.

**ACCESS TO INFORMATION** – The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes.

**MEMBERSHIP ROSTER** – The College will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union, upon request during the fall and spring terms at no cost to the union.

**BOARD PACKETS** – The College agrees to supply the Union President with a copy of the Board Packet in a timely manner.

**OFFICIAL COMMUNICATION** – The Union may post official notices on designated campus bulletin boards in faculty areas.

**INTERNAL MAIL** – The Union may use the College mail and e-mail services, including faculty mail boxes, for official Union communications, so long as the communication is conducted in a responsible manner.

**NEW FACULTY ORIENTATION** – When the College conducts a campus or collegewide new faculty orientation, UFF-FSCJ may, at its discretion, provide an information packet to be distributed with program materials provided that:

- the information packet is submitted to the College in advance for approval based upon reasonableness of volume and by an agreed upon deadline date;
- the information does not contain political information or solicitation for union membership as prohibited by F.S. 447.509; and
- the copying of the information packet will be done by the Union and will not result in any cost to the College.

**RE-ASSIGNED TIME FOR UNION PRESIDENT** – The College will grant the Union President a total of six (6) workload units of re-assigned time for the academic year. In consideration for this re-assigned time, the Union President will actively engage with the College's administration to further the relationship between the College and the Union in support of the institutional mission.

## **ARTICLE 7: DUES CHECKOFF**

The College agrees to deduct bi-monthly the Union dues of those employees who individually and voluntarily certify in writing on a prescribed UFF-FSCJ Membership Form ([Appendix A](#)) that they authorize such deductions. The Union shall notify the College of the amount of dues to be deducted, and shall so certify in writing. Any changes in the amount of Union dues requires thirty (30) days' notice in advance in writing to allow the College to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the College shall assess an initial administrative fee and monthly charge to achieve cost recovery in an amount to be agreed to within sixty (60) days for services performed in withholding dues and remittance to the Union. The College shall remit once each month, monies collected and a list of employees paying dues to the Union by the twenty-first (21<sup>st</sup>) day of the following month. Remittance is complete when placed in the U.S. Mail, postage prepaid.

In consideration of the College's agreement to provide the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the College against any and all liability claims of any kind, which the College may incur or sustain as a result of any deduction for Union dues.

Any employee may withdraw from membership in the Union and may withdraw authorization for deduction, at any time upon written notice to the College and the Union. Upon receipt of such notification, the College shall terminate dues within thirty (30) days or as soon as practical.

## **ARTICLE 8: NO STRIKE AND NO WORK STOPPAGE**

The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that there will be no strike, sit down, slow down, sympathy strike, picketing, employee demonstration, stoppage of work, boycott, or any other act that interferes with the College's operations or the performance of its official business, and such persons further agree that they will take appropriate affirmative action in furtherance of the commitment specified above.

Picketing, as referred to in this article, shall mean any action by way of demonstrating, which has the effect of interfering with the ingress and egress or restraining any other employee, student, or member of the public.

## **ARTICLE 9: DISCIPLINE**

Discipline shall be for proper cause and shall be administered as follows:

- Faculty reprimands shall be administered by the supervising academic administrator and shall be for the purpose of stimulating corrective action on the part of the faculty member and preventing improper action in the future. Depending on the seriousness of the offense, reprimands may take the form of a verbal or written reprimand. If a written reprimand is administered, a copy shall be provided to the faculty member and a copy shall be submitted to the Human Resources records department for inclusion in the faculty member's personnel file.
- A faculty member may be suspended with or without pay based upon a recommendation by the Provost/Vice President of Academic Affairs to the College President after consultation with the supervising academic administrator(s). The College President shall provide notice of the suspension to the District Board of Trustees (DBOT) and the faculty member shall be given the opportunity to present his or her version of the controversy at the next regularly scheduled meeting of the DBOT. Discipline that results in suspension without pay may be subject to arbitration provided that the non-renewal of annual contract or the awarding of continuing contract is not subject to arbitration.
- Dismissal of a faculty member shall be by recommendation of the College President to the DBOT, provided that no such faculty member may be dismissed without an opportunity to be heard at a public hearing and provided further, that the charges must be based on misconduct in office, gross insubordination, willful neglect of duty, or conviction of any crime involving moral turpitude.
- A faculty member shall have the right to have his or her union representative attend any meeting with a supervisor where disciplinary action may be taken. It is the responsibility of the faculty member to notify the union representative.
- Pursuant to the provisions of Rule 6A-14.0411, Florida Administrative Code (FAC), when the College President recommends dismissal of a faculty member under continuing contract or returns a continuing contract faculty member to an annual contract, the College President shall notify the faculty member in writing of the recommendation. Within twenty-one (21) days of receipt of the President's notice, the faculty member must file a petition with the DBOT if he or she elects one of the following: (1) public hearing consistent with the policies and procedures of the College; (2) an administrative hearing as set forth in State Board of Education Rule 6A-14.0411, FAC; or (3) the parties can mutually agree to an independent hearing procedure or other alternative dispute resolution process.

## **ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURES**

**STATEMENT OF INTENT** - The parties agree to attempt to resolve issues, informally and amicably, prior to the initiation of a grievance in order to foster positive relationships and create an environment of trust, respect, and mutual collaboration. While the parties are attempting to identify and resolve the issue through this amicable process, the timeline of the grievance process is suspended.

### **GRIEVANCE PROCEDURE**

**PURPOSE OF THE GRIEVANCE PROCEDURE** – The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall first attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the College shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

**DEFINITIONS OF THE GRIEVANCE PROCEDURE** – The following definitions will be used for the grievance procedure in this Agreement:

**Grievance** – an alleged violation of the terms of this Agreement.

**Aggrieved or Grievant** – any faculty member, group of faculty members or the Union that files a grievance as defined in this article.

**Faculty Member** – any member of the bargaining unit.

**Days, Work Days or Working Days** – as used in this article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar.

**Respondent** – the College or the appropriate administrative official.

**GRIEVANCE PROCEDURE** – The Union has the right to represent the faculty member and/or be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable effort should be made to expedite the process.

**Step 1 – Informal Discussion** – A grievant shall first discuss the grievance with the respondent, either directly or through the Union’s designated representative, with the objective of resolving the matter within twenty (20) days from the date of discovery. The respondent will render a verbal decision to the faculty member within fifteen (15) days from the date the first discussion was held. In the event the respondent is not available during the twenty (20) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure.

**Step 2 – Written Grievance to Respondent** - If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Chief Human Resource Officer within ten (10) days. Within ten (10) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 3 – Disposition of Grievance** - If the grievance is not settled at Step 2, or if there is no disposition within ten (10) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent's immediate administrative supervisor, with a copy to the Union and the Chief Human Resource Officer. Within five (5) days after receiving the Step 3 written grievance, the respondent's immediate administrative supervisor shall meet with the grievant and/or the Union's designated representative, with the objective of resolving the matter. Within five (5) days after the meeting, the respondent's immediate administrative supervisor shall submit a written decision to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 4 – Written Appeal to the College President** - If the grievance is not settled at Step 3 or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file, and the Union may file a written appeal, with the College President, or designee, (with a copy to the Chief Human Resource Officer) by the tenth (10<sup>th</sup>) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President, or designee, will meet with the aggrieved person and the Union's designated representative(s), with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's grievance chairperson, with a copy to the Chief Human Resource Officer.

## **ARBITRATION PROCEDURE**

If the aggrieved person(s) is not satisfied with the final decision of the formal grievance process, the Union may appeal the grievance to arbitration. The decision to appeal to arbitration will be in writing, addressed to the College President, and received by the College President within twenty (20) days after receipt of the College's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure and subject to this Article. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

**SELECTION OF THE ARBITRATOR** – Within twenty (20) days of receipt by the President of the aggrieved person's notification to appeal to arbitration, representatives of the President and the Union shall meet for the purpose of selecting an arbitrator. If within twenty (20) days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall

be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

**AUTHORITY OF THE ARBITRATOR** – The arbitrator shall be limited to the grievance submitted.

In the area of financial awards, the power of the arbitrator shall be limited to cases where the aggrieved person has been judged to have been discharged or suspended without cause and the arbitrator's power in such cases shall be limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to award continuing contract status. If the arbitrator's award includes back pay, interim earnings from other sources shall be deducted from the award. Failure to mitigate and/or laches may also be considered as a deduction or set-off.

The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement.

Arbitration shall be confined solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the College. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective action.

The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

**CONDUCT OF THE HEARING** – If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance may be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Each party shall have the right to present evidence, present, cross-examine and/or sequester witnesses, and submit a post-hearing brief.

**DISPOSITION** – The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by certified mail, return receipt requested.

**FILES** – Grievance materials will be maintained in a file designated by the President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's personnel file.

**PROCESSING** – The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

**COSTS OF THE ARBITRATION** – The parties shall share equally in the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

The arbitrator shall render a decision in writing by the thirtieth (30<sup>th</sup>) day after the close of hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs. However, time limitations may be adjusted by mutual agreement between the parties.

This arbitration procedure cannot be used by the Union or any employee to dispute a decision made by the College not to renew the contract of a faculty member on annual contract, or to dispute a decision by the College not to award a continuing contract to a unit employee. Nothing in this Article will be interpreted to extend the time a faculty member has to file a petition or appeal of such adverse action under the Florida Administrative Code or other applicable time limits.



## **ARTICLE 11: FACULTY EVALUATION**

The evaluation of faculty shall conform to the laws, rules, and regulations of the State of Florida related to full-time faculty duties and responsibilities. Faculty evaluation shall be conducted in a fair, constructive, objective manner and shall serve to maintain and improve the quality of instruction and support services in furtherance of the College's primary mission. The goal of the evaluation is to encourage and recognize excellence in faculty performance and to provide the opportunity for faculty members and their supervisors to discuss performance regularly and in a consistent manner throughout the College.

### **Performance Criteria: Essential Specific Responsibilities**

All faculty will be evaluated using the essential responsibilities regardless of the faculty member's assignment: teaching, librarian, or counselor. In addition, responsibilities specific to the type of faculty assignment will be used as additional criteria that will provide more discrete information in the performance evaluation and feedback cycle. The essential and specific responsibilities are found in [Appendix B](#), Evaluation of Faculty Forms.

### **Procedures**

Faculty on annual contract will be evaluated once a year. First year faculty will be evaluated during their second semester of employment.

Faculty on continuing contract will be evaluated once every three (3) years. The supervising administrator may evaluate the continuing contract faculty member more frequently if concerns arise about the faculty member's quality of instruction or methodology. Supervisors shall consult with faculty regarding perceived problems in a timely manner, as appropriate.

The supervising administrator shall use multiple sources of data, including the findings of observations, the results of the evaluation of instruction by student survey of course sections taught by the faculty member, student results, and pertinent anecdotal information to complete the current evaluation form. The supervising administrator will discuss the conclusions identified on the final evaluation form with the faculty member, will affix his or her signature and provide for the signature of the faculty member. The signature of the faculty member does not necessarily imply agreement with the evaluation. The faculty member will be given a copy of the signed evaluation form and the original will be provided to Human Resources for inclusion in the faculty member's personnel file. The faculty member may attach a statement, which will become a part of the evaluation.

### **Observations and Visits**

Observations and visits for seated and online classes shall occur when the faculty member is performing regular work duties. The supervising administrator initiates at least one observation by scheduling a mutually agreeable date and time and alerting the faculty member as to the purpose of the observation.

Feedback regarding the findings of the scheduled observation shall be provided to the faculty member in a pre-scheduled conference to be held no later than ten (10) workdays following the observation. A

conference summary memo will be provided to the faculty member following the meeting and will provide a part of the basis for the overall evaluation.

### **Student Survey**

Students will have an opportunity to complete the appropriate FSCJ Student Evaluation of Instruction (SEI) form on-line for each course section taught by his or her instructor. The individual report information and comments will be provided to the faculty member, the supervisor, and the Executive Chair/Campus President. Report information by program and discipline will be provided to the Provost/Vice President of Academic Affairs. The final FSCJ Student Evaluation of Instruction (SEI) online form consists of the 15 questions that are attached and five (5) additional questions determined by a joint committee.

### **Ratings**

The faculty member's performance will be measured against the performance criteria and will be rated as follows:

- Exemplary – Responsibilities exceeded and is deserving of special recognition.
- Satisfactory – Responsibilities met.
- Needs Improvement – Improvement is needed to meet responsibilities.
- Unsatisfactory – Responsibilities not met.
- Not Applicable (NA) – Does not apply to the faculty member's current assignment

A committee, with equal representation from the Union and the Administration, shall be jointly established to develop non-binding recommendations and options for modifications and improvements to the faculty evaluation tool and the student survey to be presented for consideration at the next contract negotiation. The committee will provide a progress report to the Union and the Administration with the first report due March 31, 2022.

Examples will be provided for each responsibility that is Needs Improvement or Unsatisfactory. If an overall rating of Needs Improvement is determined, the supervising administrator shall consult with and obtain the concurrence of the Executive Chair/Campus President. The faculty member shall be provided an opportunity to improve his or her performance and an improvement plan shall be developed in collaboration with the faculty member's immediate supervisor. The performance improvement period shall not exceed one semester following the initial Needs Improvement rating or the time at which the annual contract appointment must be made.

If an overall rating of Unsatisfactory is determined, it requires concurrence of the Executive Chair/Campus President and, at the Executive Chair/Campus President's discretion, an improvement plan may be developed as noted above.

Nothing in this Article is intended to preclude any due process proceeding addressing disciplinary action, as appropriate.

The results of the faculty evaluation and subsequent employment decisions shall not be subject to the grievance process.

## **ARTICLE 12: ISSUANCE OF ANNUAL CONTRACTS**

Faculty other than those on continuing contract shall receive an annual contract using the form prescribed by the District Board of Trustees (DBOT). The annual contract shall not create the expectancy of employment beyond the term of the contract. Annual contract faculty shall be notified of non-renewal at the earliest possible date but no later than April 30th. Non-renewal of the contract shall not entitle the faculty member to the reason(s) for non-renewal or to a hearing.

Contracts are conditioned on a minimum number of students.

Payment of salary for contracts issued to full-time faculty who are employed by sponsored projects, grants, or contracts for services are conditioned on the availability of funds.

LENGTH OF ANNUAL CONTRACTS – Standard annual contracts will be the same in duration as those for faculty on continuing contract. Annual contracts on a pro rata basis may be issued. Annual contracts for practitioners may be issued. The contract lengths for both pro rata employment and practitioner employment will vary.

## ARTICLE 13: CONTINUING CONTRACTS

**ELIGIBILITY** – *The Board shall provide a continuing contract to eligible faculty pursuant to the applicable provisions of State Board of Education Rule 6A-14.0411 and the review process specified herein. Faculty includes full-time teaching faculty, librarians and counselors.*

- A faculty member must serve at least ninety-one (91) workdays in that year to receive credit for the year.
- Effective with the 2014-15 academic year, any faculty member hired prior to August 13, 2013 will be eligible to apply for continuing contract if they have completed three (3) years of continuous satisfactory service at Florida State College at Jacksonville over the previous five (5) year period except for leave duly awarded and granted.
- Effective with the 2014-15 academic year, any faculty member hired August 14, 2013 and/or thereafter will be eligible to apply for continuing contract if they have completed five (5) years of continuous satisfactory service at Florida State College at Jacksonville over the previous seven (7) year period except for leave duly awarded and granted. A faculty member may apply after eight (8) or more years of continuous service at FSCJ as long as they meet the service criteria in the previous sentence.
- Newly hired faculty will be given credit for documented continuous satisfactory service as a current continuing contract faculty member at a regionally accredited institution of higher education for a maximum of three (3) years to be credited toward continuing contract eligibility at the College.

Continuing contract satisfactory service is defined as:

- Service that meets or exceeds the professional responsibilities that are an integral part of the faculty evaluation system.
- Professional development that contributes to the individual's professional knowledge in his or her discipline/program at the College.
- Any other representation of professional service at the College as may be appropriate.

A faculty member who has served as an administrator for more than twenty-four (24) consecutive months and was previously a continuing contract faculty member at FSCJ, upon returning to a full-time faculty primary assignment, will be granted continuing contract after two (2) years of satisfactory performance without needing to go through the procedure outlined herein.

Notwithstanding the above, a faculty member who serves in a non-instructional assignment at FSCJ for twenty-four (24) consecutive months or less and then returns to faculty shall regain their previous faculty contract status.

The movement of a faculty member from continuing contract to annual contract shall be the result of a written documented disciplinary action by the College based on a disciplinary infraction per Article 9; or the result of unsatisfactory compliance with a written performance improvement plan per Article 11 of this Agreement. A written improvement plan will include notice that continuing contract may be in jeopardy. The decision to move a faculty member from continuing contract to annual contract shall be in compliance with State Board of Education (SBE) Rule 6A-14.0411 and the faculty member shall be given reasonable notice.

The Union President will be notified within ten (10) workdays of the receipt by Human Resources of the final needs improvement plan.

For the 2014-15 academic year, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least three (3) years of continuous satisfactory service during a period not in excess of five (5) years starting with their first year back on annual contract.

For the 2015-16 academic year and every year thereafter, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least five (5) years of continuous satisfactory service during a period not in excess of seven (7) years starting with their first year back on annual contract.

**STEPS IN CONDUCTING CONTRACT REVIEW** – The review process for the application requires letters of endorsement or non-endorsement at each step in the process. If an endorser concurs with the endorsement of the applicant expressed by a subordinate, he or she may simply add his or her signature to the subordinate's letter. If the recommendation at any level is non-endorsement, the individual or committee not endorsing the application must provide specific reasons, in terms of the major criteria, for the non-endorsement. In any case, the applicant will be provided with a copy of the resultant letter at each step in the process. Non-endorsement at any step does not stop the process.

1. The applicant will electronically submit all relevant materials to his or her immediate supervisor according to the guidelines of the Collegewide Continuing Contract Committee, no later than September 1<sup>st</sup> of the eligible year.
2. The immediate supervisor will review the application for completeness and forward the package to the appropriate dean by September 15<sup>th</sup>, with a letter of endorsement or non-endorsement based on the consensus of the department members.
3. The dean will review the application and forward it to the Campus Continuing Contract Committee by October 1<sup>st</sup>, with a letter of endorsement or non-endorsement.

4. The Campus Continuing Contract Committee will review the application and recommendations, and may interview the candidate. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the Collegewide Continuing Contract Committee by November 1<sup>st</sup>.
5. The Collegewide Continuing Contract Committee will review the application and recommendations, and may interview the candidate at its discretion. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the Executive Chair/Campus President by the end of the fall term.
6. The Executive Chair/Campus President will review the application package and recommendations, and may choose to interview the candidate. The application will be forwarded to the College President, or designee, by January 31<sup>st</sup> with a statement of endorsement or non-endorsement. The Executive Chair/Campus President shall also provide evidence of continuing need for the position in compliance with Board Rule 6Hx7-3.6.
7. The College President, or designee, will notify the candidate of the disposition of the application by the last day of February. Successful applications will be recommended to the District Board of Trustees (DBOT) at the first Board meeting following the College President's notification. The successful candidates are subject to Article 12: Issuance of Annual Contracts and will remain in active annual contract status until Board action on continuing contracts.

In the event an applicant is not successful, the application may be re-submitted one (1) calendar year after the previous submission.

CRITERIA FOR CONTINUING CONTRACT CONSIDERATION – Faculty who have demonstrated successful performance as measured against the essential and specific responsibilities of their primary assignment, who meet the eligibility criteria within this article, and who are in positions of continuing need by the College, and who apply shall be considered for continuing contract.

COMMITTEES – Committee members will be appointed jointly by the College, the Faculty Senate and the Union from a list of faculty who have indicated an interest in serving. All committee terms of office will be for two (2) years, except the first year, when two (2) of the campus committee seats and four (4) of the collegewide committee seats will be for one (1) year terms in order to establish staggered terms for continuity. All members of the committees must be continuing contract faculty.

Each campus with full-time faculty who are on continuing contract or eligible for continuing contract will have a Campus Continuing Contract Committee. The committee will consist of five (5) campus faculty, appointed for two (2) year terms, and two (2) campus faculty appointed on a temporary basis by the senior faculty member from the applicant's department, to serve for the consideration of that applicant's application. In the event the applicant's department is too small to provide the two (2) temporary committee members, continuing contract faculty from other departments may be appointed. The committee will elect a chair from the five (5) regular members.

The College Continuing Contract Committee will consist of 11 full-time faculty members appointed for two (2) year terms. The seats will be allocated as follows: Two (2) members each from the Downtown Campus, North Campus, Open Campus/DWC, South Campus and Kent Campus. The Union shall appoint one member at large. The committee will elect a chair from its membership.

The campus and collegewide committees should be appointed no later than October 1<sup>st</sup>.

DOCUMENTATION GUIDELINES – Guidelines for application documentation will be developed by the Collegewide Continuing Contract Committee with input from the Executive Chairs of the Schools. The guidelines will be reviewed annually and distributed to annual contract faculty at the end of the spring term. The documentation will be to provide evidence of the major criteria as measured by performance of the essential and specific responsibilities in the assigned faculty position during the preceding two (2) years.

## **ARTICLE 14: TEACHING QUALIFICATIONS**

Full-time faculty must meet the minimum qualifications established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) (see SACSCOC Comprehensive Standard 3.7.1).

Official transcript(s) from all degree granting institutions bearing the seal of the institution, and the signature of the registrar, must be placed on file with the Human Resources records department prior to the first term of employment with the College. Where applicable, the following documentation is also required but may not be limited to:

- For international institutions, a copy of the Foreign Evaluation Verification Letter from an approved NACES agency.
- For occupational credentialing, a copy of the non-expired State Occupational License or Industry Certification/License.
- For occupational and adult education credentialing, verification of work experience submitted on the employer's business stationary, including specific beginning and ending dates and job titles held during the last 3-5 years.



## **ARTICLE 15: FACULTY SABBATICAL**

The Faculty Sabbatical Program is designed to encourage full-time faculty to take advantage of opportunities for professional growth and development. The sabbatical may be awarded for development of a program of study, instructional methodology, collaboration with business, research, or writing of importance that furthers the goals of the College. The sabbatical may vary in length from one semester to one full contract year.

### **Eligibility**

Any full-time faculty member on continuing contract who has not been awarded a sabbatical during the last five (5) years and who has satisfactory or better evaluations shall be eligible to apply for sabbatical.

The number of faculty on sabbatical at any time shall not exceed 5% of the total number of full-time faculty positions.

Application must be completed no later than the first Monday in February of the academic year preceding the sabbatical period.

### **Proposal Review Process**

Initial review of sabbatical requests will be by the faculty member's immediate supervisor and appropriate dean. If approved, Faculty Sabbatical Proposals will be reviewed by the Faculty Sabbatical Review Committee. This committee will consist of nine (9) members as follows:

- Three (3) faculty members appointed by the Union;
- Three (3) administrators appointed by the Provost/Vice President of Academic Affairs in consultation with the Executive Chairs/campus presidents;
- Two (2) faculty members appointed by the Faculty Senate; and
- One (1) administrator designee of the Provost/Vice President of Academic Affairs who shall serve as the Committee Chair and shall not be a voting member except as needed to break a tie.

The committee will meet by the first Monday in March and will submit its recommendations to the Executive Chair/Campus President by the last Friday in March.

Membership on this committee precludes award of a sabbatical during the year of committee membership. Recommendations of this committee will be forwarded to the Executive Chair/Campus President where the faculty member is assigned. The Executive Chair/Campus President's recommendation will be forwarded to the Provost/Vice President of Academic Affairs for review. After review, the recommendation is forwarded to the College President. If approved, the College President will submit the names of the recommended faculty members to the District Board of Trustees at the May meeting for final approval. If the application for sabbatical is denied, the applicant will be informed in writing by the College President before the May Board meeting.

Once approved, the beginning date of the sabbatical may be moved to a later date during the same academic year upon the request of the faculty member and with approval of his/her supervising administrator.

### **Selection Criteria**

Criteria for the award of the sabbatical shall include:

- Support of immediate supervisor, appropriate campus dean, and Executive Chair/Campus President
- Cost of the proposed sabbatical
- Enhancement to student learning outcomes
- Relationship to College goals
- Benefit to the College

### **Salary During Sabbatical**

Faculty awarded a sabbatical shall receive salary at the rate of 70% of the current base salary plus continuation of current benefits.

### **Payback Procedures**

Faculty accepting a sabbatical agree to continue working full-time for the College for a length of time that is twice the number of days of the sabbatical awarded.

Should the faculty member's full-time employment with the College be terminated at the initiation of the College prior to completion of the payback period, any remaining days owed to the College shall be cancelled effective the date of the faculty member's termination. Should the faculty member's full-time employment with the College be terminated for cause or at the initiation of the employee prior to completion of the payback period, payment on a pro-rated basis of salaries received during the sabbatical period shall be recovered as a debt and shall be withheld from the employee's final pay document. Should the final pay be insufficient to cover the amount of the debt, the faculty member shall remain obligated to the College for payment of the outstanding balance. Should the employee not render payment to the College for this amount, the College shall initiate appropriate collection procedures allowable under the law.

Should the faculty member fail to comply with all requirements of this Article, the faculty member shall pay back the College in full the 70% salary awarded during the sabbatical.

Should the faculty member request termination of the sabbatical before its completion, the College shall determine whether to grant or deny the request.

When a faculty member returns to the College, full salary shall be paid. Payback rules shall apply for the number of days actually on sabbatical.

## **Other Employment During Sabbatical**

Faculty members shall not be employed from any other source during the period of the sabbatical except for approved externships related to the purpose of the sabbatical and pre-existing part-time employment.

## **Evaluation Procedure**

Following completion of the sabbatical, the faculty member will submit a written report, which includes evaluation of the sabbatical in terms of the objectives stated in the application. This report will be submitted to the Executive Chair/Campus President and Provost/Vice President of Academic Affairs within eight (8) weeks of completion of the sabbatical.

See [Appendix D](#) for application.

## ARTICLE 16: LEAVES

### Personal and Sick Leave

Personal and Sick Leave Accrual – A full-time faculty member of the College shall earn eight (8) hours of sick leave for each calendar month of employment or major fraction of a calendar month (one day more than half the actual number of days in the month) of employment. Sick Leave is cumulative from year to year.

A faculty member may use up to four (4) days (32 hours) of personal leave in any one (1) calendar year with these hours charged to accrued sick leave. Personal leave shall not be cumulative from year to year.

Faculty, counselors and librarians will be charged eight (8) hours of sick leave when a full day of scheduled hours has been used for sick or personal leave. Actual hours will be charged when a portion of a day of scheduled hours has been used for sick or personal leave.

Sick Leave Pool – Faculty may elect to participate in the College sick leave pool. Faculty having an accrual of 72 sick leave hours or more who have been employed with FSCJ for at least one full year are eligible to join this pool. Enrollment is accomplished by contributing 16 hours from the enrollee's personal sick leave account to the pool through the use of an application form. Enrollment is open annually, with an effective date of the first workday in January. Eligibility for this enrollment will be established one month prior to each effective date. To be eligible employees must meet the criteria by the first pay date in December.

Administration of Sick Leave Pool – The sick leave pool shall be administered by a Sick Leave Pool Committee. The Union shall appoint two (2) faculty members to the committee.

Terminal Leave Pay – Payment of Sick Leave Upon Retirement/Death: A full-time employee at the time of formal retirement with the State of Florida, or the employee's beneficiary, if the service is terminated by death, shall receive terminal pay based on the accumulated sick leave days credited to the employee at the time of retirement or death as follows:

- During the first three (3) years of service at the College, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Payment of Sick Leave Upon Separation – A full-time employee terminating his/her employment shall receive terminal pay for accumulated sick leave as follows:

- During the seventh (7), eighth (8) or ninth (9) year of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.
- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Extended Leave Without Pay – A maximum of one (1) year leave of absence without pay may be granted due to medical necessity when other forms of personal and sick leave are exhausted; however, the Board may specifically elect to extend an individual's leave beyond the normal time frame established above. Any such extension shall be recommended by the College President.

A faculty member's request shall be responded to by the Executive Chair/Campus President or, if applicable, the appropriate Vice President within ten (10) workdays of receipt.

Leave Without Pay for Professional Purposes – A faculty member shall submit a written request for a leave without pay for study or professional or career development purposes for up to one academic term. Application for such leave shall be made through the supervising academic administrator(s) to the Executive Chair/Campus President by no later than midpoint of the preceding academic term. The Executive Chair/Campus President shall approve such application provided a qualified substitute can be secured. Written notice shall be provided to the faculty member no later than fifteen (15) days prior to the start of the academic term or proposed commencement of leave date, whichever is sooner.

## **ARTICLE 17: TRANSFERS**

Full-time faculty members shall have the right to seek a transfer to an announced vacancy for which they meet the advertised minimum qualifications, as follows:

When a faculty vacancy becomes available and is approved to be filled through the College's standard employment processes, regularly appointed full-time faculty may apply for a transfer.

Full-time faculty will be provided notice that a faculty vacancy will be advertised through the College's email system. Interested faculty must then notify the HR Employment Manager within ten (10) workdays by email if there is an interest in being considered for transfer.

Full-time transfer applicants who meet the minimum qualifications for the position and who have an overall satisfactory evaluation rating on the most recent evaluation will be considered for the position before external applicants, including adjunct instructors.

A transfer screening committee shall be appointed by the hiring administrator to review the request(s) for transfer. The committee shall be composed of a minimum of three (3) members, the majority of whom shall be faculty, and shall include at least one (1) faculty member from the specific discipline of the position. Adjunct instructors are not eligible to serve. The transfer screening committee chairperson shall be either the appropriate campus dean, or designee. The Executive Chair/Campus President will make the recommendation for transfer or will deny the transfer request.

In the event that a transfer request is denied and before external applications are opened for screening committee review, the Executive Chair/Campus President will notify the transfer applicant in writing as to the reason for denial of the transfer request and shall state the specific criteria used to reach the decision.

## **ARTICLE 17-A: VACANCIES**

Full-time faculty members shall serve on screening committees when faculty vacancies occur and are approved to be filled through the College's standard employment procedures.

The Faculty Senate President and the hiring administrator shall jointly select the faculty members of the search committee.

Committees should be composed of faculty and other college staff-members. Preference to serve on a committee will be given to faculty who meet the credentialing requirements of the advertised position. In the event that there are not sufficient faculty from the specific discipline at the college to serve on the committees, representatives from advisory committees and experts in the field may be appointed as deemed appropriate by the hiring administrator. No more than one third of a committee may be non-full time employees of the College. Newly hired faculty may be included on screening committees at their request.

The screening committee should be chaired by a faculty member. Preference to chair a committee will be given to faculty in the discipline and credentialed in the specific field of the position.

When a position is advertised, the hiring administrator shall appoint a screening committee as follows:

- A. Single Vacancy – The committee shall be composed of a minimum of five (5) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members shall be faculty from the discipline or similar discipline and at least two (2) faculty members of the committee shall be from the campus where the vacancy resides.
- B. Vacancies at Multiple Campuses – If there are two or more vacant positions at the same time in the same discipline and those positions are assigned to different campuses, the hiring administrators may appoint one (1) collegewide committee to fill the vacancies. That committee shall be composed of a minimum of seven (7) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members shall be faculty from the discipline or similar discipline and at least one (1) faculty-member of the committee shall be from each of the campuses where the vacancies reside.

## **CLERICAL ASSISTANCE AND SUPPORT**

Clerical assistance will be provided throughout the process by the office of the hiring administrator. The Office of Human Resources is available throughout the process for consultation.

## **RESPONSIBILITIES OF THE SCREENING COMMITTEE CHAIR**

- Prepare the schedule for the interview process and notify the hiring administrator of the schedule for all interviews and visits so that they may have an opportunity to meet and interview all candidates.

- Coordinate the interview process including contacting candidates, scheduling interviews and notifying the hiring administrator.
- Collect all interview documents and provide to the hiring administrator.

## RESPONSIBILITIES OF THE HIRING ADMINISTRATOR

- Conduct a telephone check of references for applicants and notify the committee of important information.
- Assist the out of town applicant(s) with completing the reimbursement request form as appropriate insuring that all charges are properly documented with receipts.
- Forward the reimbursement requests completed by out of town interviewee(s) directly to the director of budget and payroll for approval and payment in accordance with established procedures.
- Call, email or write to all applicants brought to the college about the decision to hire or not, with the assistance of Human Resources.
- Ensure all written material is collected at the end of the process and submitted to Human Resources.

## RESPONSIBILITIES OF THE SCREENING COMMITTEE

At the initial meeting, the hiring administrator conveys to the committee the instructional and academic needs of the position to be filled. Appropriate guidance will also be given at that time by a representative of the Office of Human Resources.

The screening committee:

- Establishes screening criteria to be applied before viewing applications based on the needs of the advertised position. This criteria will be stated in writing and approved by the majority of the committee members. These stated and approved criteria will be applied to all applicants.
- Develops a plan whereby they are able to assess each candidate's teaching and other relevant skills. This should include observation of instructional methods as appropriate.
- Reviews all applications received using the stated and approved criteria and develops a list of applicants recommended for interview.
- Conducts an initial interview via a telephone or video conference call if needed.
- Conducts face-to-face interviews including a teaching demonstration when appropriate. Generally, 3-4 candidates are invited for face-to-face interviews.



- Identifies strengths and weaknesses of finalists recommended for the position, and strengths and weaknesses of finalists not recommended for the position.

## COMMITTEE'S RECOMMENDATION FOR HIRING

- A. Single Vacancy: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator the most well suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.
- B. Multiple Vacancies: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator(s) the most well-suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.

Upon completion of the interview process, the committee chairperson will submit the finalist list to the hiring administrator.

If the hiring administrator does not select one of the recommended candidates, the screening committee will reconvene to examine other possibilities.

Following the examination of other possibilities with the screening committee, and in the event no recommendation to hire is made by the hiring administrator, then the search must be reopened with a new call for applicants. A new committee may be selected (which may or may not include members from the first committee).

## RECOMMENDATION FOR EMPLOYMENT

Upon completion of the interviews and after receiving the recommendation from the screening committee via the chair, the hiring administrator will make the recommendation for employment to the Executive Chair/Campus President. Upon approval, the Executive Chair/Campus President forwards the recommendation to the Office of Human Resources. If the Chief Human Resource Officer, or designee, has concerns regarding the recommendation, he/she shall contact the Executive Chair/Campus President to resolve the issue.

In the event that the search process to fill a vacancy does not result in the selection and recommendation to be hired or in situations where there is insufficient time to complete a properly constituted search process, only a temporary appointment of a faculty member shall be made. In such instances, the appointment shall not exceed one (1) academic year.

Upon completion of the process, Human Resources will notify all applicants of the college's decision to hire or not hire the candidate.

## **ARTICLE 18: REDUCTION IN FORCE**

### **18.1 Definition**

A Reduction in Force (RIF) occurs when a full-time (FT) faculty position(s) is (are) eliminated with no expectation that the position(s) will return, and there are full-time faculty member(s) who are affected.

### **18.2 Determination of Need and Scope**

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 should the Board have to choose that full-time faculty position(s) need to be eliminated, the administration shall first determine which areas, academic programs, and/or disciplines shall be affected. Within those areas, academic programs, and/or disciplines, the reduction of faculty will occur in the following order based on first, credentialed to teach relevant material, and then second, on seniority, as follows:

1. Temporary Full-time Faculty
2. Annual Contract Faculty
3. Continuing Contract Faculty

When the seniority time is equal, the College will make the determination.

### **18.3 Process for Recall**

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 shall complete their current contract year and, to the greatest extent possible, be notified of contract termination no later than March 31. Additionally, full-time faculty displaced by a reduction in force 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 displaced faculty member's termination date.

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 reduction in force, and
- for which the affected individual is qualified and credentialed.

The offer of first acceptance or refusal shall be open ten (10) workdays following the receipt of notice by certified mail with return receipt and signature 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.

Recall shall be in reverse order with the last faculty member displaced within each area, academic programs, and/or disciplines becoming the first to be recalled.

A faculty member who is recalled to a faculty position shall be returned to the level of seniority, salary, and benefits in place at the time of termination. Additionally, the faculty member shall be entitled to any contractual salary increases provided to all faculty during the period of displacement.

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 offered an interview for an opening in a position dissimilar to the individual's position eliminated in the reduction in force, provided the individual is interested and qualified and applies through the College's job application system. Additionally, the displaced employee is responsible for submitting the Faculty Dissimilar Position Notification Form (Appendix F) to Human Resources by the close date or first review date of the applicable position.

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.

#### **18.4 Insurance Continuation**

Full-time faculty who are displaced by a reduction in force and have not been offered another full-time position at the college when their faculty position ends are eligible to receive free COBRA health plan coverage per specifics noted below.

- College will pay the portion of COBRA related to employee only coverage. The outgoing faculty member will be responsible for charges related to dependent coverage. All COBRA coverage will terminate as normal if the employee fails to pay their share of costs.
- College will continue covering the noted COBRA charges for a period of up to four months (September through December).
- The outgoing faculty member must elect COBRA during the period allowed by Federal law.
- The outgoing faculty member must sign an affidavit stating they do not have current coverage under another employer-provided health care plan.
- If the outgoing faculty member begins employment with another employer and begins receiving health care coverage prior to January, the College COBRA subsidy will terminate. The outgoing faculty member is responsible for notifying the College prior to commencement of other employer coverage.

## **ARTICLE 19: SUBSTITUTE COVERAGE**

It is the responsibility of the assigned faculty member to meet each class for the complete period and days scheduled. When personal or family illness or approved assigned duty elsewhere prevents the faculty member from meeting the scheduled class, it is the faculty member's responsibility to communicate with the supervisor and provide recommendations for a substitute and/or alternative assignment(s) for the students, whenever practical or reasonable.

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

When a full-time faculty member substitutes for other full-time faculty members for more than three (3) contact hours in a given term, the substituting faculty member shall be paid at the established part-time rate commencing with the fourth contact hour.

## **ARTICLE 20: TEXTBOOK SELECTION**

The selection of textbooks and supplementary materials to be used are the prerogative and responsibility of the full-time faculty member and shall be determined according to departmental guidelines. The parties agree that student access to affordable high quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The faculty and the administration are committed to the on-going development of appropriate policies, procedures and standards for the selection of textbooks and course materials to maximize student success, access and affordability. A committee, with equal representation from the Union and the Administration, shall be jointly established to annually develop non-binding recommendations addressing textbook affordability, inclusive of concerns that arise in the State audit process ensuring the Committee utilizes the State audit report. The initial meeting of this committee shall be no later than November 1, 2021 with recommendations delivered to the Provost and the President of the Faculty Senate by the end of each academic year.

Textbooks to be used for a non-sequential, college credit course shall be selected by each faculty member from a list of textbooks agreed upon by the faculty.

In the interests of students, academic departments or discipline shall agree upon texts to be used collegewide in sequential\* courses using the following procedure:

- Faculty within each department or discipline representing each campus shall serve on a collegewide committee to select by majority vote one textbook to be used in each course in the sequence.
- An accompanying list of supplemental texts and ancillary instructional materials may be selected by each faculty in addition to the course text, to meet the needs of the particular discipline.

Textbooks selected by the collegewide committee will be used for a minimum period of two (2) years unless the collegewide committee determines that a shorter period is appropriate, on a case-by-case basis.

The list of selected textbooks will be submitted by the established deadline or the textbooks in current use will be reordered.

\* A sequential course is a course as defined by the collegewide committee.

## **ARTICLE 21: PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY**

**PURPOSE** – The College and the faculty have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members to develop and publish scholarly and creative works and educational materials. Such activities increase professional knowledge, provide creative models for students, and bring recognition to the College. In accordance with that mutual goal, the purpose of this Article is to identify ownership, uses, and rights regarding certain Intellectual Property (as defined below) that may be created by faculty members.

**DEFINITIONS** – The following definitions shall apply to this Article:

**Intellectual Property** – means any and all copyrightable materials (including all derivative works, updates, and modifications), inventions (whether patentable or not), tangible research materials, trademarks, trade names, and trade secrets. Intellectual Property includes but is not limited to, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, works of art and design, photographs, films, video and audio recordings, computer software, web based materials, architectural and engineering drawings, choreography, publications, compositions, discoveries, and processes.

**Scholarly Work(s)** – means scholarly and instructional Intellectual Property created by faculty at the College for which the intended purpose is to educate students or disseminate the results of academic research or scholarly study, such as books, articles, electronic media. Scholarly Works include but are not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead/Power Point© presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression.

**Substantial College Support** – means financial, personnel, or other support provided by the College to faculty members over and above the cost of the faculty member's normal: compensation, office space, technological, computer, and other College services, audio-visual services and equipment, minimal secretarial support, local telephone use, minimal office supplies, and copy services. Examples of Substantial College Support would include, but ~~is~~ are not limited to: using College lab space for research or providing a research assistant, etc.

**Work-For-Hire** – means any work specifically ordered or commissioned by the College or any materials that are developed within specific task or project of the College that is performed by a faculty member outside of the faculty member's regular instructional activities and/or for which the faculty member receives additional compensation not related to instructional activities. In such instances, the parties shall strive to agree in writing the details of the work performed, materials developed and compensation, as applicable. However, a writing is not necessary to create a Work-For-Hire. Any Scholarly Work(s) developed prior to but included within the materials developed for a specific task or projects are excluded from the definition of Work-For-Hire.

Net Revenues – means gross revenue collected minus expenses incurred in connection with the creation, commercializing and/or copyrighting or patenting of the Intellectual Property, including, but not limited to, direct costs of obtaining, securing, and marketing copyrights or patents, indirect costs, and all reasonable attorneys’ fees. For purposes of this Agreement, Net Revenues only include Net Revenues collected by the College.

**SOLE OWNERSHIP BY FACULTY** – The faculty member(s) shall be the sole and exclusive owner of the following Intellectual Property (s)he created, to which the College waives any and all ownership interest:

1. Any and all Intellectual Property created without Substantial Support.
2. Any and all Scholarly Work that is part of the faculty member’s instructional assignments, regardless of the degree of support provided by the College.
3. The parties acknowledge and agree that this section shall not apply to Intellectual Property created by a faculty member under a “Work-for-Hire” agreement with the College, or to Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.

**SOLE OWNERSHIP BY THE COLLEGE** – The College shall be the sole and exclusive owner of the following Intellectual Property, to which the faculty member waives any and all ownership interest:

1. Intellectual Property wherein the faculty member(s) received Substantial Support from the College (except for Scholarly Works).
2. Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property, unless otherwise noted in the grant.
3. Intellectual Property created by a faculty member for the College as a Work- For-Hire.

**USE OF INTELLECTUAL PROPERTY** –

1. The College acknowledges that a faculty member owns all legal rights in the Intellectual Property (s)he owns, including the right to use, reproduce, distribute, and prepare derivative works.
2. The Faculty acknowledge that the College owns all legal rights in the Intellectual Property it owns, including the right to use, reproduce, distribute, and prepare derivative works.
3. Either Party may use Intellectual Property owned by the other Party as authorized by law (i.e., “Fair Use”).

4. For that Intellectual Property that is owned by the College, all faculty, including the creator(s), may only use such property for instructional purposes at the College, unless otherwise agreed to in writing by the College.
5. A faculty member who wishes to identify his or her relationship with the College with regard to any Intellectual Property (s)he owns shall seek prior approval in writing (e-mail included) from the Provost / Vice President of Academic Affairs. If the Provost / Vice President of Academic Affairs does not respond within thirty (30) calendar days, the request shall be deemed approved.
6. If the College wishes to use any Intellectual Property owned by a faculty member in any promotional or marketing materials of the College, the College shall seek prior approval in writing (e-mail included) from the faculty member who created the Intellectual Property. If the faculty member to whom the request was submitted does not respond within thirty (30) calendar days, the request shall be deemed approved. Likewise, the College shall honor any request by a faculty to remove the faculty member's name from any College owned Intellectual Property which is being attributed to that faculty member.
7. In the event that a faculty member includes his/her Scholarly Work within a Work-For-Hire, then unless otherwise agreed in writing, the College shall have a perpetual, royalty free license to use the Scholarly Work within the intended purpose of the Work-For-Hire.

**COMPENSATION** – A faculty member(s) who creates College owned Intellectual Property, shall be compensated by the College on one of the terms set forth below, which shall be agreed upon by the parties in writing. Payment of compensation under this Section shall not continue beyond the expiration of the statutory period of protection for any Intellectual Property. Prior to the monetization of any College owned Intellectual Property, the College and the faculty member(s) involved shall execute a written agreement that includes an acknowledgment identifying one of the compensation arrangements set forth below.

1. Forty percent (40%) of the Net Revenues collected by the College for each Intellectual Property created under this Article shall be set aside annually by the College and Net Revenues shall be divided equally among the faculty member creator(s) of the Intellectual Property. The faculty member co-creators may agree to an alternative distribution arrangement by providing the College with a written agreement evidencing this arrangement. The College shall have no obligation to pursue or pay uncollected Net Revenues. However, this does not preclude a faculty member from pursuing uncollected Net Revenues due to the faculty member.
2. A flat rate negotiated in advance between the College and the faculty member creator(s).

**GRANT/SPONSOR SUPPORTED EFFORTS AND OTHER CONTRACTS ENTERED INTO BY THE COLLEGE** – From time to time, the College may enter into grant/sponsor agreements or other agreements whereby the College is developing Intellectual Property for a customer. Ownership of Intellectual Property produced under a grant/sponsor-supported projects or other contract shall first be determined by the specific terms and conditions of the grant/sponsor agreement or contract. In the event that the grant/sponsor agreement or other contract is silent



with respect to ownership, then any Intellectual Property produced as a result of such efforts shall be owned by the College unless otherwise agreed between the College and the Faculty member(s).

## **ARTICLE 22: OUTSIDE EMPLOYMENT**

Faculty members shall ensure that outside and self-employment must not affect the member's scheduled assignments or scheduled responsibilities at the College.

No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment or business interests. Faculty members who engage in outside employment or self-employment shall not conduct such business during duty hours, nor use any College equipment or supplies for such purposes.

Faculty members are prohibited from engaging in full-time outside employment.

## **ARTICLE 23: EMPLOYEE BENEFITS**

The College will provide an array of benefits to faculty members within the limitations of the approved benefits program that is provided to all College employees. The benefits provided to faculty will be a part of the faculty member's annual total compensation.

Article 23: Employee Benefits will be reopened annually. The faculty union and the College administration will begin bargaining Employee Benefits no later than January 31 of each year.

Specific for the 2022 benefit plan year (calendar year), bargaining will begin no later than August 5, 2021.

In order to determine what benefits will be most beneficial to college employees, the established Employee Benefits Advisory Committee (EBAC) shall meet regularly to review existing employee benefits and premiums and recommend benefit changes, deletions, or enhancements to existing benefits.

The EBAC will use the principles of Interest-Based Approach to ensure a fully participative and fair evaluation of all benefit options. Prior to entering a new contract for health insurance plans and benefits, a thorough evaluation process will be conducted, to include a formalized bid process, a written recommendation and evaluation from the EBAC to the Chief Human Resource Officer (CHRO) identifying the committee's preferred plan, and (if the recommendation of the EBAC is not accepted) a written justification and fiscal analysis which will be provided to the EBAC by the CHRO before a final contract for health insurance is executed.

The Union will appoint two (2) representatives to serve a two-year term. The term will begin on July 1 and will be staggered so that one (1) member will have his or her term expire each year. The Union may reappoint an existing EBAC representative when his or her term expires, at the Union's discretion.

The College administration will not decrease the dependent subsidy matrix as it relates to faculty without bargaining with the faculty union first.

The administration shall have an open enrollment period for benefits that shall be at a minimum twelve days.

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 lifelong learners engaged in effective student learning and exemplary teaching.

## **ARTICLE 25: OTHER BENEFITS**

Tuition Reimbursement – Faculty shall be reimbursed in an amount not to exceed \$4,000 per fiscal year for tuition and lab fees.

Free Tuition for Faculty, Spouses and Children – Faculty and their eligible dependents shall receive tuition reimbursement or tuition waiver for matriculation or tuition fees paid for course(s) taken at Florida State College at Jacksonville, provided:

- A. The faculty member and eligible dependents meet the admission requirements set by the Board and the faculty member and eligible dependents present a certificate of satisfactory completion of all courses taken pursuant of this rule.
- B. As an option, faculty members may execute a payroll deduction authorization form and provide related course completion information as required.

Eligible dependents shall only include the spouse and any dependent children under the age of twenty-six (26). Dependent children who are permanently disabled and who are living at home with a full-time employee are eligible at any age.

## ARTICLE 26: WORKLOAD

### Definition of Workload

The workload for teaching faculty will be calculated in terms of “workload units” (WLU) associated with each course in the College’s curriculum inventory and non-teaching work hours assigned per week. The workload unit value for each course assignment shall be as referenced in the master course outline developed through the College’s curriculum committee process.

The workload for non-teaching faculty shall be expressed in terms of work hours per week.

A committee, with equal representation from the Union and the Administration, shall be jointly established to explore options, determine fiscal impacts, and develop non-binding recommendations associated with potential changes to the definition and calculation of workload for the purpose of achieving equity among faculty, for consideration the next time the parties meet. The committee will provide a report to the Union and the Administration no later than January 31, 2017.

### Definitions:

- **Course Release:** one course release is defined as the equivalent of 3.0 to 5.5 workload units.
- **Home Campus:** the campus/center where the faculty member was originally hired to serve or to which the faculty member was subsequently transferred.
- **Office Hours:** scheduled opportunities for interaction outside of the classroom between faculty members and students. Office hours can be held in any of the following manners: at various campus locations; in the faculty member’s office; in conference with students; in club settings or other student activities; in the library; through electronic communication; or any other way that best meets student needs as determined by the faculty member in consultation with the supervising administrator.
- **Reassigned (Release) Time:** can be offered in any amount of workload units or designated as a course release.
- **Semester:** designated as Fall, Spring, and Summer
- **Term:** any subset of the semester or academic year, generally broken into 16, 12, 8, and 4 weeks. Note that these subsets are sometimes referred to as “sessions”.

### Base Workload

Full-time faculty shall be assigned a base teaching load of 30 workload units (WLUs). The base teaching load shall be comprised of two (2) semesters: fall, spring and/or summer. Full-time College faculty shall be assigned 180 days of service to include ten (10) official College holidays. Appropriate administrators will collaborate with faculty members to ensure each faculty member is assigned a workload that best meets student and institutional needs. In cases where faculty are in an overload or underload situation, banking procedures may be followed. Cumulative WLU totals of 29.5 to 29.9 will be rounded up to 30 WLUs. Courses where load is not calculated using Category B in Appendix E, count towards base workload prior to any courses that use Category B in Appendix E, for the calculation of base workload. Classes shall always be counted toward load before reassigned time. Sections that take the faculty member over base load (30 WLU) shall be calculated at the base load rate.

New faculty hired at the start of the Fall (the first workday after the end of the summer semester) or Spring semester (the start of the Spring is the first workday back after winter break), shall be given a

full annual contract's worth of base pay. The calendar of required workdays will be determined based on the available days remaining in a contract year. Said faculty will be required to complete the expected 30 workload units over the two semesters and will have the ability to earn overload. If individuals to whom this applies choose not to teach in the summer semester, or wish to teach only a portion of the summer, they may choose to work fewer days based on the understanding that their pay will be pro rata. In this situation those workload units accrued can be either overload or dynamically banked. When the number of days is pro rata, the same percentage of proration for workdays will be applied to WLUs for that academic year. Anything above the pro rata number of WLUs would be paid as overload. For new hires teaching only one semester their first year, contract length shall not exceed 90 days.

For the 2020-21 academic year, and extending to the 2023-24 academic year only, if a contract extension has not been ratified by July 1, 2023, Adult Ed and ESOL faculty in a full-time faculty position shall be provided six (6) WLUs of reassigned (release) time as part of their base teaching load of 30 workload units (WLUs). Professional activities in which faculty participate during this time will be jointly determined during conferences between the faculty member and the appropriate administrator. The faculty union president will be copied on each finalized reassigned time document. If the contract expires, the 6 WLU released time will remain in force until a new agreement is reached.

## **Section I – Workload Variations**

### **A. Teaching Faculty (180 days and 40 hours per week)**

Full-time teaching faculty shall work a standard forty (40) hours per week on College activities. Thirty (30) hours shall be scheduled and the remaining hours will be used for College related professional activities as listed in Section III of this article.

Each teaching faculty member shall schedule thirty (30) hours which includes classroom contact hours, posted office hours available, and instructional support time.

Ten (10) office hours will be scheduled by the faculty member and approved by the supervising administrator to best meet the needs of the students. For faculty whose workload consists of more than twenty (20) classroom contact hours per semester office hours will be equal to 30 minus the classroom contact hours. Half of scheduled office hours may be held in a virtual/electronic format or at an off-campus location. Office hours may be rescheduled as needed. When feasible, notices and/or electronic communication with students and the appropriate administrator's office will be posted in advance indicating alternate times that the faculty member will be available.

Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Reassigned time may be initiated by an Executive Chair/Campus President, granted at the discretion of the administrator or approved by the Provost/Vice President of Academic Affairs in collaboration with an Executive Chair/Campus President. It shall be the responsibility of the supervising administrator to plan a full load for all full-time faculty within the two (2) required semesters. Priority will be given to full-time faculty for load.

For Adult Ed/ESOL classes, scheduling will be reasonably constructed so that faculty are not required to teach more than four (4) consecutive hours without a break unless jointly approved by the faculty member and supervising administrator.

It is recognized that in order to build an efficient class schedule that best supports maximizing enrollment, student success, and completion, the input of faculty working collaboratively with administrators is integral to the schedule building process. The draft base load schedule per semester shall be made available to faculty for review and feedback as soon as it is available during the semester prior to implementation/registration and prior to encoding. Upon review, faculty members and/or discipline teams may submit requests for revisions and additions for consideration by the supervising administrator or administrators. Appropriately credentialed fulltime faculty shall be given preference over adjuncts in the selection of available courses, regardless of modality for their base load and any approved overloads. Faculty members teaching online courses are required to complete an approved training or demonstrate proficiency in the referenced modality, prior to teaching. By August 15, 2017, faculty members teaching hybrid courses will be required to complete an approved training or demonstrate proficiency in the referenced modality.

**B. Librarians (180 days and 40 hours per week)**

Full-time librarians shall work a standard 40 hours per week on college activities. Thirty (30) hours shall be scheduled except during peak times to ensure that student needs are met. Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Work schedule conferences shall be held with the appropriate supervisor during the spring semester of each year and assignments made. Annual schedules shall be developed by the librarian in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet student needs. Additional weeks may be assigned based upon institutional needs as provided below. Librarians may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to librarians for special projects. (Librarians on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**C. Counselors (180 days and 40 hours per week)**

Full-time counselors shall work a standard 40 hours per week on college activities. Thirty (30) hours shall be scheduled except during peak times when up to forty (40) hours may be scheduled 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 collaboratively with the appropriate supervisor prior to each semester and flexible assignments made. Annual schedules shall be developed by the counselor in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet student needs. Additional weeks may be assigned based upon institutional needs as provided below. Counselors may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to counselors for special projects. (Counselors on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**D. Special Contract Option**

An extra teaching semester may be offered to teaching faculty in designated programs at a flat rate as approved in the contract. The base load for an extra semester will be 15 WLUs.



**E. Extra Non-teaching Weeks**

Extra non-teaching weeks may be offered to faculty when institutional need requires and as approved by the Provost/Vice President of Academic Affairs. Each non-teaching week will involve activities related to College goals. Faculty will be compensated at 2.5% of their base rate per week.

**F. Convocation Week**

Convocation Week shall have no more than two (2) days designated for all College, School, and Departmental meetings and events. The remaining days will be designated as “Instructional Preparation Days,” providing faculty the opportunity to prepare for classes.

**Section II - Overload**

Overload assignments will be made to meet student and instruction need by mutual agreement between the appropriate administrators and faculty. A faculty member whose total workload units in a 16-week period exceed 24 requires permission from the appropriate instructional dean. Faculty members who meet their base teaching load at 30 WLUs per academic year shall not be required to accept additional class assignments that place them over 31 WLUs. A faculty member shall not be required to teach a sixth course in any given semester to fulfill base load.

**Section III - Other Professional Activities for Teaching Faculty**

During contract days when a teaching faculty member has no scheduled classes as part of base load, the following activities may be scheduled: program development, course development, committee and task force service, student advising and recruiting, participation in College-sponsored professional development, approved internships and professional residencies, certification training, professional meetings, tutoring, working in the learning lab, development of work-based learning agreements, in field research, and approved special projects.

**Work-based Learning (Cooperative Education, Internships and Practicums)**

In those courses where a faculty member places students in the work environment under the supervision of an employer and visits the students throughout the semester to ensure work-based learning is occurring, the workload unit shall be the student credit hour earned, up to 3 WLUs, for enrollments of 12 to 25. Faculty may choose to count enrollments under 12 as part of their load using the formula 0.07 times the WLU times the number of students with a minimum of one (1) WLU earned. The appropriate Vice President may designate courses with enrollments under 12 to be the student credit hour earned, up to 3 WLUs.

Sections may be combined in order to make a full course. Exceptions to this rule may occur if dictated by accreditation entities and reflected in the curriculum files.

## **Team Teaching**

WLUs assigned to a team-taught course will be divided proportionally between or among the teaching faculty. Total WLUs may not exceed those assigned to the course through the curriculum process.

## **Course Combining**

Combining of courses may be used to improve College efficiency and effectiveness. Combined classes shall meet the class size guidelines of a single class in the college curriculum outlines.

## **Combining of Course Levels**

Subsequent to consultation with the faculty member, the supervising administrator may combine courses of various instructional levels as academically appropriate. If the two classes have two different WLU values, the faculty member will be credited with the larger value.

## **Directed Study and Independent Study**

Faculty may choose credit toward their teaching load at the rate of 0.07 times the WLU times the number of students. Faculty may have no more than ten (10) directed or independent study students per semester unless an exception is agreed upon by the faculty member and the supervising administrator. Payment shall be as per Article 27: Compensation.

## **Dynamic Banking**

Base load for faculty will normally be completed during the fall and spring semesters. Other combinations of semesters 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 semesters, priority will be given to full-time faculty to achieve their load obligations. During the faculty member's second semester scheduling, if a faculty member is not scheduled to meet load obligations, he or she shall have the option of teaching courses at other campuses in collaboration with the respective school/campus supervising administrator.
- B. Base load review will occur by April 1 of each year. If a faculty member has earned WLUs beyond their basic load, they may, if approved:
  - Be paid for all WLUs over the maximum base load.
  - Bank the excess to reduce their load obligation in the subsequent contract year.

- Bank WLUs taught over summer terms to reduce load obligations in the subsequent contract year.
- Banked WLUs are calculated at the base load value in Appendix E, Category B. Should the faculty member no longer be employed in a full-time faculty position for the subsequent contract year, banked WLUs will be recalculated at the overload value for payment.

C. If a faculty member has not completed base load at the end of the contract year, the following options will be utilized and a plan will be developed by the supervising administrator in consultation with the faculty member:

- Completion of WLUs during the subsequent semester.
- Completion of the required number of WLUs during the subsequent academic year.
- When options one and two cannot be implemented, salary reduction shall be calculated at the applicable WLU rate for the faculty member's base salary.
- Courses taught to remedy an underload situation are calculated at the base load value in Appendix E, Category B.

When the plan has been developed, a copy of the plan will be sent to the Executive Chair/Campus President, the Chief Human Resource Officer and the Union President.

D. The banking of WLUs is a process that works over a three-year period. The three (3) years consist of the year the WLUs were earned or not earned and the subsequent academic year. Negative WLUs must be resolved by the end of the second academic year unless the negative banking has occurred solely as a result of course cancellations. In that case, a third academic year may be used to resolve the negative balance. Positive or negative banked hours will be used as the first hours expended toward base load requirements in the first semester of the subsequent academic year.

### **Workload Unit Course Values**

Courses existing in the master course outline developed through the College's Curriculum Committee process and in effect at the close of the 2015-16 Spring Semester shall serve as the assignment of WLU value for each course for the duration of the term of this agreement. Courses may be added or amended or revised during the duration of this agreement through the College's Curriculum Approval Process.

The curriculum committee may deviate from Appendix E: Partial Points Calculation provided faculty are not adversely affected in terms of workload unit.

## ARTICLE 27: COMPENSATION

### A. Faculty Base Salaries

1. Faculty salaries shall be based on the most current degree in the discipline or a related discipline as validated by official transcript(s) held in the individual personnel file in Human Resources, as follows:

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

Faculty shall see a base salary increase for the following pay level changes:

Level I to Level II	8%
Level I to Level III	21%
Level II to Level III*	13%

\*Faculty who were previously at a Masters +30 level will see an 8% increase in going from Level II to Level III.

The recommendation for pay level change shall be submitted for Board approval no later than the second Board of Trustees meeting after the application is turned in to the assigned dean.

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

Faculty employed by the College in a full-time faculty position during the 2020-21 academic year will receive a one-time, non-recurring lump sum payment equal to 2.5% of their 2020-21 base salary with a \$1,250 minimum payment, payable within two pay periods of contract ratification and Board approval. The Faculty member must be a College employee at the time of Board approval to receive payment.

Faculty employed by the College in a full-time faculty position during the 2020-21 academic year will receive a 1.5% increase to their 2020-21 base salary for the 2021-22 academic year. The rate increase will be effective August 16, 2021.

Faculty employed by the College in a full-time faculty position during the 2021-22 academic year will receive a one-time, non-recurring lump sum payment equal to 1% of their 2021-22 base salary with a \$500 minimum payment, payable with the processing of the December 23, 2021 payroll. The Faculty member must be a College employee on December 1, 2021 to receive payment.

If either of the other employee groups receives an across-the-board increase to base-pay greater than 1.5% for the 2021-2022 academic year, the faculty will receive the difference in addition to the 1.5% already given to their 2021-2022 base-pay.

In the event the High Deductible Health Plan (HDHP) becomes the only base plan for the College, the PPO will continue to be one of two base health insurance plans available for faculty.

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

2. Initial salary placement for new faculty shall be:

Level I	\$41,300
Level II	\$45,000
Level III	\$50,800

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

Level I	20%
Level II	15%
Level III	15%

Any application of this provision will be communicated to the UFF-FSCJ President within 30 days of acceptance of the College's offer.

## **B. Overload Pay**

1. Overload assignments are as defined in Section II of Article 26 and begin after the 30<sup>th</sup> base workload unit taught in the academic year.
2. Payment for overload assignments will be per WLU over 30 within the academic year at the rate of \$690 per WLU, or the certified adjunct pay rate, whichever is higher.
3. Payment for overload assignments for an academic year will be made at the earliest possible date in the months of February, March, April, May, June, July and August upon confirmation of overload status.

## **C. Increases in Health Insurance Premiums During Term of Agreement**

1. The College will pay the cost of rate increases in employee health insurance premiums for the base health plan that occur during the term of this agreement. This does not extend to dependents of the faculty member.
2. This applies to cost increases that are attributable to increases in premium rates. It does not apply to premium cost increases related to changing plans or adding coverage for family members, etc.

**D. 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.

**E. 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. Workload units will be determined under the provisions of Article 26.

**F. Pay for Special Assignments**

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

**G. CRRSA Grant Professional Development**

Effective June 8, 2021, full-time faculty will be paid \$50 for each designated hour of professional development (PD) completed from a select group of courses determined by the committee below, up to a maximum of \$2,000, or 40 hours of PD coursework. Payment for courses will occur with the processing of the November 23, 2021, payroll for courses completed through October 31, and with the processing of the March 23, 2022, payroll for all other courses completed from November 1 through February 28, 2022. The courses must be completed by February 28, 2022. The noted courses will not be eligible for inclusion in the 1% salary incentive for professional development. Faculty who develop and/or teach the professional development select group training courses will receive the equivalent credit, both for courses developed and/or taught, towards their possible 40 hours for each session taught. Faculty receiving pay, such as a stipend, for developing or teaching a Professional Development course, cannot receive credit for completing the same course under this provision. Acceptable courses and opportunities for this professional development will be determined by the Academy for Teaching and Learning along with Training and Organizational Development. Any appeals for inclusion will be made to the Chief Human Resource Officer and UFF-FSCJ President.

**H. Reimbursement for College Required Licensure**

License renewal fees for required professional licenses shall be reimbursed to eligible employees beginning August 16, 2019. A required professional license is defined as either:

1. A license that is specified in FSCJ's faculty credentialing matrices as required to meet the minimum credentialing standard for courses that are in the faculty member's primary program or discipline area. In addition to being primarily assigned to a program or discipline requiring certification, the faculty member must have taught a course under the relevant credentialing requirement at least once in the three terms prior to the license renewal deadline to qualify for reimbursement under this definition. Note, also, that

licenses used in alternative credentials that are not required in the minimum credentialing standards are not eligible.

2. One that is specified as required by faculty as part of an institutional or program accreditation that the College holds at the time of the license renewal deadline.

Although license renewals can be paid and reimbursed prior to a license's renewal deadline, that deadline is the date that determines whether the renewal falls in the time window that is eligible for reimbursement. This provision applies to the line item cost of the license renewal, exclusive of any additional items or charges.

**I. Reimbursement for Travel Expense Incurred for College-related Travel**

Faculty will be reimbursed for travel expense that is incurred for college-related travel in accordance with College policy and Florida Statute 112.061.

**J. Terminal Leave Pay**

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

**K. Early Pay Out**

Faculty, if interested, must elect early pay out of base salary no later than the 1<sup>st</sup> day of the Fall term. Base salary will be annualized over 20 pay periods and all deductions, both involuntary and voluntary, will be adjusted accordingly. This provision expires at the end of the 2018-19 academic year. Beginning with the 2019-20 academic year, faculty will be paid on the same pay schedule as all full-time non-instructional personnel.

**L. One Step Salary Incentive**

Faculty shall be eligible for a one step salary incentive pursuant to Board Rule 6Hx7-3.3, Pay Plan.

**M. Joint Compensation Data Collection Committee**

The Administration and the Union agree to form a committee to examine and determine important internal and external data for future compensation discussions, as well as compensation issues related to recruitment and retention. This committee will be made up of a minimum of three people identified by the College administration and a minimum of three people identified by the faculty union. This committee will begin meeting no later than September 30, 2021 and will attempt to complete their work no later than January 31, 2022.

**N. Article Reopener**

The College administration and faculty Union will begin bargaining this Article for the 2022-23 academic year (the third year of this contract) no later than February 1, 2022.

## ARTICLE 28: TERM OF AGREEMENT

The term of the negotiated agreement between Florida State College at Jacksonville (College) and the United Faculty of Florida – Florida State College at Jacksonville (Union) shall be from August 16, 2020 through August 15, 2023.

Any Article can be reopened at any time by the mutual agreement of the parties.

This Agreement was ratified by the bargaining unit on August 6, 2021.

This Agreement was approved by the District Board of Trustees of Florida State College at Jacksonville on August 10, 2021.

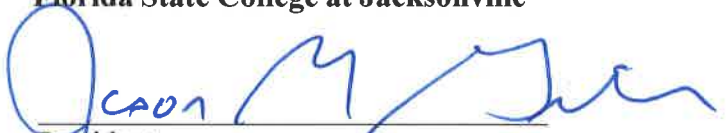
Bargaining for the next CBA shall begin at least 120 days before the expiration of the current CBA. Bargaining shall be through an interest based approach, and the mutually agreed to interest based bargaining training shall be completed before January 31, 2023.

**Florida State College at Jacksonville**

  
Chair of the District Board of Trustees

  
College President

**United Faculty of Florida –  
Florida State College at Jacksonville**

  
President

  
Vice President



## APPENDIX ‘A’



## United Faculty of Florida UFF-FSCJ Membership Form

YES [ ] I want to join my colleagues by becoming a member of the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter. I hereby request and voluntarily accept membership in the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter, and agree to abide by the Constitution and Bylaws of all organizations.

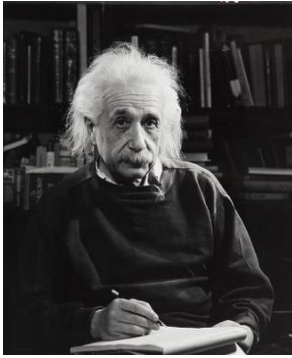
_____ Last Name, First Name	_____ Department or Unit
_____ Home Street Address	_____ Campus Address & Mail Code
_____ City State Zip Code	_____ Home Phone                      Office Phone
_____ Personal Email Address	_____ FSCJ Email Address
_____ Last 4 digits of your Social Security Number	

YES [ ] I authorize payment by Florida State College at Jacksonville to deduct from my pay in each pay period a pro-rata portion of the annual dues. Annual dues are one percent of my regular salary and include all fees and assessments required for membership in the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter. This authorization continues annually regardless of my membership status, unless (a) I revoke this authorization upon 30 days' notice in writing sent via email, fax or US mail to the employer and employee organization according to Florida Statue 447.303, or (b) my employment with Florida State College at Jacksonville ends.

I UNDERSTAND THAT THIS AGREEMENT IS VOLUNTARY AND IS NOT A CONDITION OF EMPLOYMENT, AND THAT I HAVE THE LEGAL RIGHT TO REFUSE TO SIGN THIS AGREEMENT WITHOUT SUFFERING ANY REPRISAL.

_____ Signature (for payroll deduction authorization)	_____ Today's date
--	-----------------------

**Return this form to Dr. Maureen A. McCormick, Florida State College at Jacksonville, Deerwood Center, C2316, [mmccormi@fscj.edu](mailto:mmccormi@fscj.edu).**



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“I consider it important, indeed urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also generally, to secure their influence in the political field.”  
Albert Einstein, charter member, AFT, Princeton, 1938.

## UFF-FSCJ: Things to Know

UFF-FSCJ negotiates the contract on behalf of all faculty at FSCJ. We strive for equitable salaries for our faculty and safeguard academic freedom. UFF provides its members with:

- Assistance and representation when meeting with administrators
- Grievance support and representation
- Legal representation
- Membership in state and national education associations (FEA, NEA, AFT)
- A voice in Tallahassee that advocates the interests of faculty and students before the Florida Legislature and education agencies

- A professional network that includes faculty at

Broward College  
Chipola State College  
College of the Florida Keys  
Eastern Florida State College  
Florida Agricultural and Mechanical University  
Florida Atlantic University  
Florida Gulf Coast University  
Florida International University  
Florida Polytechnic University  
Florida Southwestern State College  
Florida State University  
Hillsborough Community College  
Lake Sumter State College  
New College of Florida  
Palm Beach State College  
Pasco Hernando State College

Pensacola State College  
Saint Leo University  
Saint Johns River State College  
Seminole State College  
State College of Florida  
Tallahassee Community College  
University of Central Florida  
University of Florida  
University of North Florida  
University of South Florida  
University of West Florida  
... and the graduate assistants at Florida  
Agricultural and Mechanical University, Florida  
State University, University of Florida, & University  
of South Florida

UFF-FSCJ provides grievance representation for its members; UFF does not provide grievance representation to faculty who were not dues-paying UFF members at the time when the grievable incident occurred.

Membership in UFF-FSCJ is open to all full-time faculty at Florida State College at Jacksonville but you are not automatically enrolled. You must complete and sign this membership form and submit it to UFF-FSCJ in order to become a member. Not sure if you are already a member? Contact Dr. Maureen McCormick ([mmccormi@fscj.edu](mailto:mmccormi@fscj.edu)) to verify whether you are a member.

## APPENDIX ‘B’

## Evaluation of Faculty (Forms)

### I. Essential Responsibilities for All Faculty

#### A. Basic

- \_\_\_ Works the contractual hours per week on College activities.
- \_\_\_ Fulfills workload requirements as specified in the collective bargaining agreement and has an approved work schedule on file with the supervisor.
- \_\_\_ Maintains required records in appropriate format.
- \_\_\_ Follows College policies and procedures.
- \_\_\_ \* **Participates in College planning and evaluation activities.**
- \_\_\_ \* **Assists in the implementation of collegewide and campus goals.**
- \_\_\_ Contributes to student success and retention activities.
- \_\_\_ Complies with all applicable Florida Statutes regarding conflict of interest.
- \_\_\_ Upholds ethical standards and principles as identified in the Florida Code of Conduct for Professional Educators in Florida.
- \_\_\_ Complies with all applicable government regulations regarding disabled students.
- \_\_\_ \* **Maintains effective and professional student communication and interaction.**
- \_\_\_ Keeps updated syllabus for each course.
- \_\_\_ Follows procedure for the custody, use and protection of College property including classroom and office equipment.
- \_\_\_ Maintains safe conditions in personal office.
- \_\_\_ Uses technology as required to meet record keeping and reporting responsibilities and remains current in the use of technology.
- \_\_\_ \* **Respects diverse populations and promotes academic success for all students.**
- \_\_\_ Maintains professionally appropriate relationships with students.

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

#### B. Service and Professionalism

- \_\_\_ \* **Serves the College by providing expertise to College committees and task forces.**
- \_\_\_ Attends campus and collegewide meetings, convocations and commencement ceremonies.
- \_\_\_ \* **Collegiality: Exhibits professional behavior in interaction with all College employees.**

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory \_\_\_\_

#### C. Professional Development

- \_\_\_ \* **Establishes and maintains participation in appropriate professional networks.**
- \_\_\_ \* **Assists in mentoring of adjunct faculty.**
- \_\_\_ \* **Stays current in discipline or program.**
- \_\_\_ \* **Stays current in reference to teaching methodology.**
- \_\_\_ Maintains professional certifications in field as required by accrediting agencies.

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

## II. Specific Responsibilities for Teaching Faculty

- \_\_\_ Prepares and distributes a comprehensive course syllabus during the first week of class that conforms to official course outlines.
- \_\_\_ Provides appropriate measure of instruction for each class section and holds classes in accordance with the approved schedule.
- \_\_\_ Posts and maintains assigned office hours.
- \_\_\_ Prepares substitution assignments for faculty colleagues when absent and fills in for colleagues when they are absent as appropriate.
- \_\_\_ **\* Reflects upon student feedback.**
- \_\_\_ **\* Promotes an effective learning environment.**
- \_\_\_ Participates in departmental selection of instructional materials.
- \_\_\_ Administers a final exam or other instructional activity during exam time in accordance with College procedures.
- \_\_\_ Ensures that any course, or portion thereof, meets all specific criteria when governed by a commission or regulatory agency.
- \_\_\_ **\* Engages in ongoing curriculum development in specific courses and programs.**

**Rating:**      Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

## II. Specific Responsibilities for Counselors

- \_\_\_ Maintains a thorough and current knowledge of professional counseling theory and practice.
- \_\_\_ Maintains and communicates a thorough knowledge of College and university programs, policies, procedures, and other advising requirements that affect student success and goal attainment.
- \_\_\_ **\* Provides a broad range of counseling services designed to enhance student success.**
- \_\_\_ Provides a broad range of career development services designed to enhance student success.
- \_\_\_ Supports the orientation of new students.
- \_\_\_ Provides a broad range of assessment services designed to enhance student success.
- \_\_\_ **\* Provides students with a broad range of intervention and retention services designed to enhance student success.**
- \_\_\_ Provides instructional services in support of counseling services and goals.
- \_\_\_ Supports the appropriate use of technology to enhance student access and increase the effectiveness and efficiency of student success services.
- \_\_\_ **\* Consults with other faculty, College staff, community resources, and students to support student development goals.**
- \_\_\_ Provides prospective and current students with information about College resources and services.
- \_\_\_ **\* Develops up-to-date materials, procedures, training, and resources to support and improve College, campus, and student development goals and operations.**
- \_\_\_ Advocates goals, programs, and services that support student development and success and participates in related planning.
- \_\_\_ Identifies student needs and refers students to appropriate internal and external resources.
- \_\_\_ Contributes to efforts to evaluate services and programs.

**Rating:**      Exemplary      Satisfactory      Needs Improvement      Unsatisfactory      NA

## II. Specific Responsibilities for Librarians

- \_\_\_ Stays current in discipline and assists students, faculty and staff in the use of information science and technology.
- \_\_\_ Develops student skill in finding, evaluating and using information.
- \_\_\_ **\* Collaborates with other faculty and the assessment and certification center on the implementation and ongoing evaluation of the information literacy graduation requirement.**
- \_\_\_ Develops, explains and promotes the use of library resources, including accompanying equipment and software to students, faculty, and staff.
- \_\_\_ Provides collection development to support the curriculum, collection maintenance and collection management.
- \_\_\_ **\* Provides information and instruction in the use of library resources.**
- \_\_\_ **\* Serves as a resource in support of curriculum and instructional activities.**
- \_\_\_ Prepares library resources for use by students, faculty and staff.
- \_\_\_ Plans, conducts and evaluates in-service training for LRC staff as required.
- \_\_\_ Develops budget recommendations, budget requests and monitors budget expenditures.
- \_\_\_ Maintains and interprets statistical data, records, report and inventories as needed.

**Rating:**            Exemplary            Satisfactory            Needs Improvement            Unsatisfactory            NA



**Overall Rating:**

\_\_\_ Exemplary      Satisfactory      Needs Improvement      Unsatisfactory      NA

Summary Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatures:

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

*(The signature of the faculty member does not necessarily imply agreement with the evaluation.)*

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Chair/Campus President: \_\_\_\_\_ Date: \_\_\_\_\_

## **FSCJ Student Evaluation of Instruction (SEI)**

### **Response Categories:**

- A) Strongly Agree
- B) Agree
- C) No Opinion
- D) Disagree
- E) Strongly Disagree

1. My professor presented the subject matter clearly.
2. My professor displayed enthusiasm when teaching.
3. My professor had a style of presentation which encouraged me to learn.
4. My professor taught his/her stated course objectives.
5. My professor was open to questions or comments when they were appropriate.
6. My professor was available to help me during POSTED office hours.
7. My professor explained what was expected of me.
8. My professor provided written course policies.
9. My professor provided feedback on all my work quickly enough to benefit me.
10. I would recommend this professor to another student.
11. My professor clearly explained how I was to be graded at the beginning of the course.
12. My professor used methods of evaluation that were clearly related to the objectives in the course.
13. My professor showed concern for my educational needs.
14. My professor treats students with respect.
15. My professor's use of technology enhanced my learning.
16. My professor's use of Discussion Board contributed to my learning.
17. My professor responded to my questions in a timely fashion.
18. My professor encouraged student-to-student interaction.
19. I was satisfied with the availability of course materials and library resources provided by my professor.
20. My professor taught the course so that I felt actively involved in my learning or in what I was learning.

## **PERFORMANCE IMPROVEMENT PLAN FOR FULL-TIME FACULTY**

In compliance with **Article 11: Faculty Evaluation** of the Collective Bargaining Agreement, Faculty who receive an overall evaluation rating of Needs Improvement shall be provided an opportunity to improve his or her performance through the development of a Performance Improvement Plan. 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.

<b>PERFORMANCE TO BE IMPROVED</b>	<b>ACTION PLAN</b>

By signing below, it is confirmed that the development of this Performance Improvement Plan was a collaborative effort. This fully signed document will be forwarded to the Chief Human Resource Officer who, in turn, will generate a notification to the Union President that a Performance Improvement Plan has been submitted.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Supervisor

\_\_\_\_\_  
Date

---

**Submission of a finalized Performance Improvement Plan for a faculty member on continuing contract is considered notification that their continuing contract status may be in jeopardy.**

## APPENDIX ‘C’

## **BEST PRACTICES**

The following is a brief summary of the Seven Principles of Good Practice in Undergraduate Education as compiled in a study supported by the American Association of Higher Education, the Education commission of the States, and The Johnson Foundation.

### **1. Good Practice Encourages Student-Faculty Contact**

Frequent student-faculty contact in and out of classes is the most important factor in student motivation and involvement. Faculty concern helps students get through rough times and keep on working. Knowing a few faculty members well enhances students' intellectual commitment and encourages them to think about their own values and future plans.

### **2. Good Practice Encourages Cooperation Among Students**

Learning is enhanced when it is more like a team effort than a solo race. Good learning, like good work, is collaborative and social, not competitive and isolated. Working with others often increases involvement in learning. Sharing one's own ideas and responding to others' reactions improves thinking and deepens understanding.

### **3. Good Practice Encourages Active Learning**

Learning is not a spectator sport. Students do not learn much sitting in classes listening to teachers, memorizing pre-packaged assignments and spitting out answers. They must talk about what they are learning, write about it, relate it to past experiences, and apply it to their daily lives. They must make what they learn part of themselves.

### **4. Good Practice Gives Prompt Feedback**

Knowing what you know and don't know focuses learning. Students need appropriate feedback on performance to benefit from courses. In getting started, students need help in assessing existing knowledge and competence. In classes, students need frequent opportunities to perform and receive suggestions for improvement. At various points during college, and at the end, students need changes to reflect on what they have learned, what they still need to know, and how to assess themselves.

### **5. Good Practice Emphasizes Time on Task**

Time plus energy equals learning. There is no substitute for time on task. Learning to use one's time well is critical for students and professionals alike. Students need help in learning effective time management. Allocating realistic amounts of time means effective learning for students and effective teaching for faculty. How an institution defines time expectations for students, faculty, administrators, and other professional staff can establish the basis for high performance for all.

## **6. Good Practice Communicates High Expectations**

Expect more and you will get it. High expectations are important for everyone – for the poorly prepared, for those unwilling to exert themselves, and for the bright and well motivated. Expecting students to perform well becomes a self-fulfilling prophecy when teachers and institutions hold high expectations of themselves and make extra efforts.

## **7. Good Practice Respects Diverse Talents and Ways of Learning**

There are many roads to learning. People bring different talents and styles of learning to college. Brilliant students in the seminar room may be all thumbs in the lab or art studio. Students rich in hands-on experience may not do so well with theory. Students need the opportunity to show their talents and learn in ways that work for them. Then they can be pushed to learning in new ways that do not come so easily.

## APPENDIX 'D'

## FACULTY SABBATICAL PROGRAM APPLICATION

### Instructions:

1. Complete this application. Type or **word process** all responses.
2. Obtain the signature of the Payroll Director.
3. Submit this application to the immediate supervisor by the first Monday in February.

Name: \_\_\_\_\_  
Last First Middle PID

Campus/Center: \_\_\_\_\_

Department: \_\_\_\_\_ Position: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Sabbatical requested to begin on: \_\_\_\_\_ and end on: \_\_\_\_\_  
First day of term Last day of term

### Complete this section only if you have previously been granted a sabbatical.

Dates of last sabbatical granted: \_\_\_\_\_ through \_\_\_\_\_  
Month/Year Month/Year

Major purpose of sabbatical was: \_\_\_\_\_  
Study Writing / Externship

Other: (describe)

---

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**Program Objectives:** Explain briefly using the selection criteria.

1. The objectives of your sabbatical.

\*If your objective is a program of study at a university, include courses to be taken and college to be attended along with supportive documentation.

\*If your objective is writing/publishing, include a description of the work proposed/in progress. If your proposal is externship or collaboration with business, include supportive detail of the objectives, benefit to the program, students, and compensation proposal.

\*If your proposal does not fall into either of these categories, include sufficient supportive detail along with your objectives.

2. How your sabbatical relates to your current position at the College.
3. How your sabbatical will be of benefit to FSCJ.

**Attach separate sheets as needed.**

**Budget:** To determine funding needed to grant the sabbatical, the following budget information must be provided. Forward pages 1 and 3 of this application to the Payroll Department, AO, Room 306E.

1. Faculty Name: \_\_\_\_\_

2. Faculty Position Title: \_\_\_\_\_

3. Position Code: \_\_\_\_\_

\_\_\_\_\_ 4. Faculty's current base annual salary plus benefits

\_\_\_\_\_ 5. 70% of faculty's current base annual salary plus 26%

\_\_\_\_\_ 6. Subtract line 5 from line 4 to determine funds available for replacement faculty

\_\_\_\_\_ 7. Cost for replacement of faculty member on sabbatical is either  
(a) cost of replacement by adjunct faculty, or (b) cost of replacement by temporary full-time faculty appointment

\_\_\_\_\_ 8. Salary funds available in operational budget if faculty is on sabbatical

\_\_\_\_\_  
Payroll Director

\_\_\_\_\_  
Date

**Faculty Member's Work Assignment** (to be completed by immediate supervisor)

Describe faculty member's normal on campus work assignment during period of requested sabbatical.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe how the faculty member's on campus normal work assignment will be handled during the sabbatical period.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposal Acknowledgement and Support:** The following signatures and dates must be obtained to complete the application process.

\_\_\_\_\_ I support the proposed sabbatical  
\_\_\_\_\_ Resubmit with changes  
\_\_\_\_\_ I do not support the proposed sabbatical

\_\_\_\_\_

**Immediate Supervisor** **Date**

\* \* \* \* \*

\_\_\_\_\_ I support the proposed sabbatical  
\_\_\_\_\_ Resubmit with changes  
\_\_\_\_\_ I do not support the proposed sabbatical

\_\_\_\_\_

**Appropriate Campus Dean** **Date**

\* \* \* \* \*

Committee Recommendation

\_\_\_\_\_

**Signatures of Committee Members** **Date**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\* \* \* \* \*

\_\_\_\_\_ I support the proposed sabbatical  
\_\_\_\_\_ Resubmit with changes  
\_\_\_\_\_ I do not support the proposed sabbatical

\_\_\_\_\_

**Executive Chair/Campus President** **Date**

**ACTION OF COLLEGE PRESIDENT:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## APPENDIX ‘E’

## **Appendix E**

### **PARTIAL POINTS CALCULATION**

#### **Workload Units (WLU) calculation**

##### **Category A: LECTURE COURSES**

College-credit courses where contact hours (per week, 16-week term) equal credit hours

$$1 \text{ contact hour} = 1 \text{ WLU}$$

Example: AMH 2010: 3 contact hours/week = 3 WLU

##### **Category B: LAB COURSES**

College-credit courses where contact hours (per week, 16-week term) do not equal credit hours

In these cases, there is a lab/clinical activity that affects WLU values for the course.

$$1 \text{ lecture hour} = 1 \text{ WLU}$$

##### **BASE LOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	1.0	WLU
Each supervised laboratory contact hour point	=	1.0	WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	1.0	WLU
Each unsupervised foreign language point	=	0.0	WLU
Each physical education activity contact hour point	=	1.0	WLU
Each rehearsal contact hour point	=	1.0	WLU
Each studio or seminar contact hour point	=	1.0	WLU
Each lecture/laboratory combination contact hour point	=	1.0	WLU

*(Applied music courses that meet for .5 contact hour (30 minutes) will be assigned .5 of a workload unit point per student for each 30 minutes of instruction. In addition, applied music courses that meet for 1 contact hour will be assigned 1.0 workload unit point per student.)*

### **SAMPLE BASE LOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	1.0 (preparation)
Dental (DEH)	=	1.0 (clinical/practice lab)
Emergency Medical Services (EMS)	=	1.0 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	1.0 (administratively assigned)*
Music (with the term “Applied”)	=	0.5 per 0.5 contact hour/per student; 1.0 per contact hour/per student
Music (with the term “Class”)	=	1 to 1
Nursing (NUR)	=	1.0 (lab)
Nursing (NUR)	=	1.0 (clinical)
Physical Education (Activity)	=	1.0
Physical Education (Performance-based labs)	=	1 to 1 (lab)
Respiratory	=	1.0 (lab/clinical)
Sciences	=	1.0 (special type of preparation lab)
Aviation (AMT, ATF)	=	1.0

### **OVERLOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	0.7	WLU
Each supervised laboratory contact hour point	=	0.5	WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	0.8	WLU
Each unsupervised foreign language point	=	0.0	WLU
Each physical education activity contact hour point	=	0.5	WLU
Each rehearsal contact hour point	=	1.0	WLU
Each studio or seminar contact hour point	=	0.5	WLU
Each lecture/laboratory combination contact hour point	=	1.0	WLU

### **SAMPLE OVERLOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*
Music (with the term “Applied”)	=	0.35 per 0.5 contact hour/per student; 0.7 per contact hour/per student
Music (with the term “Class”)	=	1 to 1
Nursing (NUR)	=	0.7 (lab)

Nursing (NUR)	=	1.0 (clinical)
Physical Education (Activity)	=	.50
Physical Education (Performance-based labs)	=	1 to 1 (lab)
Respiratory	=	0.8 (lab/clinical)
Sciences	=	0.7 (special type of preparation lab)
Aviation (AMT, ATF)	=	0.5

### Category C: INTERNSHIPS AND PRACTICUMS

Internships and practicums are calculated based on the number of students. Generally, a Load Value of 3 is calculated for classes with 12 or more students. If under 12 students, the Dean may offer a stipend calculated at .07 times the appropriate overload rate (up to 3 workload units) times the number of students.

### Category D: BASE LOAD VALUE FOR NON-CREDIT COURSES

Area of Study	Total Course Contact Hours per Term (where applicable)	Faculty Workload Units	Formula
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 150	3.84 (WLU) per course 6.0 (WLU) per course	No formula, standard administratively assigned (WLU) [150 contact hours and 6.0 WLUs for ELL 0101, 0102, 0103, 0117, 0217, 0317, 0417, 0517, 0617, 0627, 0717, 0817, 0827; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]
PSAV	Variable	Formula for (WLU)	Contact hours divided by 25 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 25 for faculty (WLU)

### OVERLOAD VALUE FOR NON-CREDIT COURSES

Area of Study	Total Course Contact Hours per Term (where applicable)	Faculty Workload Units	Formula
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 150	3.84 (WLU) per course 6.0 (WLU) per course	No formula, standard administratively assigned (WLU) [150 contact hours and 6.0 WLUs for ELL 0101, 0102, 0103, 0117, 0217, 0317, 0417, 0517, 0617, 0627, 0717, 0817, 0827; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]



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PSAV	Variable	Formula for (WLU)	Contact hours divided by 30 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 30 for faculty (WLU)

\* *(Information Technology courses with a 3 lecture, 1 lab and the credit hour value is 4 = 4 Load Value; however, if the IT course has 3 lecture, 1 lab and only 3 credits charged, the Base Load Value = 4.0 and the Overload Value = 3.7.)*

## APPENDIX ‘F’

**Faculty Dissimilar Position Notification Form**

In accordance with Article 18, Reduction in Force, of our Faculty Collective Bargaining Agreement:

*...for period of six (6) months following such a displaced employee's termination date, the individual displaced pursuant thereto shall be offered an interview for an opening in a position dissimilar to the*

*individual's position eliminated in the Reduction in Force, provided the individual is interested, qualified and applies through the College's job application system. Additionally, the displaced employee is responsible for submitting the Faculty Dissimilar Position Notification Form to Human Resources by the close date or first review date of the applicable position.*

*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.*

**Directions:**

This form must be completed and submitted as an attachment to [employment@fscj.edu](mailto:employment@fscj.edu) each time you have successfully submitted your online job application to an open FSCJ position dissimilar to your eliminated position.

Your online job application must be submitted prior to the specified Review/Close date of the open position.

Submitting this Reduction in Force Preference form does not guarantee that you will be selected for your desired position(s).

**Reduction in Force Termination Date:** \_\_\_\_\_

**Applicant Information:**

Name:

**Dissimilar Job Application Information:** (complete and submit another Faculty Dissimilar Position Notification Form for each additional job application to [employment@fscj.edu](mailto:employment@fscj.edu))

Job Title:	Job Posting ID #:	Date of Successfully Submitted Application:	Review/Close Date of Position:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_