

COLLECTIVE BARGAINING AGREEMENT

between the

**BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE**

and the

**PENSACOLA STATE COLLEGE
FACULTY ASSOCIATION**

for the

**2012-2015 Contract Years
July 1, 2012 to June 30, 2015**

2012-2013 EDITION

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PREAMBLE

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

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

ARTICLE 1

THE CONTRACTING PARTIES

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

DURATION AND RENEWAL

3.01 Duration

This agreement shall become effective on the date signed and remain in effect through June 30, 2015, except for Article 13 (Fringe Benefits), Article 15 (Salaries), and Article 16 (Calendar) which shall be reopened and negotiated annually.

Additionally, each party shall have the right to renegotiate for the renewal or revision of any two (2) of the Articles at the conclusion of the contract year that ends June 30, 2013. Each party shall have the right to renegotiate for the renewal or revision of any one (1) of the Articles at the conclusion of the contract year that ends June 30, 2014.

By January 15 of each year, the parties shall have determined the date by which negotiations shall begin and the date by which the parties shall simultaneously exchange notification of the articles selected for reopening.

3.02 Renewal

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

3.03 Amendments

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

ARTICLE 4

GENERAL PROVISIONS

4.01 Antidiscrimination

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

4.02 Severability

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

4.03 Accommodation with Board Rules and Policies

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

4.04 Alternate Methods of Problem Resolution

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

A. Waiver Clause

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

B. Joint Committees

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

C. Informal Meetings

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

ARTICLE 5

ASSOCIATION RIGHTS

5.01 Use of Facilities

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

5.02 Dues Deduction

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

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

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

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

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

The College shall have no responsibility or any liability for any monies once sent to the Association. Further, the Association shall hold the College harmless for

unintentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions.

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

5.03 Copying and Communication Privileges

A. Copying

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

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

B. Notices

1. In departmental offices where departmental bulletin boards currently exist, the Association shall be entitled to bulletin board space equal to the dimensions of a legal size sheet of paper (8 ½" x 14") for the posting of notices and bulletins. In departmental offices where there are currently no departmental bulletin boards in existence, the Association may create such

bulletin boards at its own expense and according to size, space, construction, and installation specifications as determined by the College.

2. The Association may place bulletins, notices, and newsletters in the individual departmental mailboxes of faculty members represented by the Association provided that all such placements shall be conducted only by members of the Association who shall not request the assistance or actions of the college's career service personnel.

C. Use of College Communication Systems

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

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

D. PSCFA Web Page

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

5.04 Information Privileges

A. Standard Reports

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

B. *Ad Hoc* Information Requests

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

5.05 Association Release Time

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

5.06 OPA Time for Activities Related to Negotiation

A. Collective Bargaining

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

B. Special Meetings and Projects

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

5.07 Office Space

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

ARTICLE 6

FACULTY RIGHTS

6.01 Continuation of Rights

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

6.02 Academic Freedom

A. Freedom of Expression

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

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

B. Grading Practices

1. Evaluation

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

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

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

2. Student Grade Grievance

Any student has the option of disputing any grade by following the Student Grade Grievance procedure (Appendix B). These processes must be initiated by the affected student. The procedure published in the Student Handbook/Catalog shall be in agreement with this official procedure (Appendix B). In the case of conflict between a provision of the official procedure (Appendix B) and the procedure explained/printed elsewhere, the expressed provisions of this Collective Bargaining Agreement shall prevail. Although the Student Grade Grievance Procedure gives protection to the rights of a student, it must not be construed to negate the rights of faculty members to assess students and assign grades.

C. Course Development and Approval

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

D. Selection of Educational Materials

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

E. Professional Atmosphere

Faculty, other College employees, and students have a right to be treated in a professional fashion at all times. During personal interactions each will treat the

others with respect and courtesy and will refrain from rude or unprofessional behavior.

6.03 Faculty Participation in Scheduling

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

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

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

6.04 Right to Privacy

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

6.05 Surveillance Equipment

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

6.06 Intellectual Property Rights

A. Ownership of Work Produced as Normal Duties

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

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

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

B. Work For Hire

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

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

A faculty member shall have five (5) working days from signing an IPA to cancel the agreement without penalty. The Vice President of Academic Affairs,

upon signing, will provide a copy of the IPA to the faculty member and the President of the Pensacola State College Faculty Association.

C. Faculty Member Compensation for Work for Hire

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

D. Remediation Related to a Work Produced

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

1. The project will be completed the following semester outside of the scheduled work week on a non-paid basis. If failure to complete the work or meet any benchmark defined in the IPA is the fault of the faculty member, the College will decide whether or not to have the work completed by the faculty member.
2. The IPA will be renegotiated to provide additional compensation to the faculty member if the inability to meet the conditions of the IPA was of no fault of the faculty member, and if the College decides to have the work completed.
3. The faculty member will be required to teach additional courses the following semester equivalent to the compensation or release time defined in the IPA.

4. The faculty member will repay the College an amount of money equivalent to the compensation or release time defined in the IPA.
5. Other terms may be negotiated upon mutual agreement by both the faculty member and the College.
6. The faculty member will notify his or her immediate supervisor and the Vice President of Academic Affairs in writing within two duty days of his or her expectation of being unable to meet any benchmark defined in the IPA. Failure to do so will constitute a breach of the IPA and grounds for the Administration to cancel the agreement and require the faculty member to remediate compensation to the College as defined in options 1 through 5 above.

E. Use of Institutional Owned Work By Faculty Members

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

F. Dispute Resolution

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

G. Royalties, Copyrights, and Patents

As between the College and the faculty member, the faculty member has the right to ownership of all work products, including any patent rights, copyrights, and royalties, if such products are the result of the faculty member's

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

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

6.07 Legal Assistance

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

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

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

6.08 Outside Employment and Consultant Activities

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

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

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

6.09 Seniority

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

6.10 Use of Part-Time and Full-Time Faculty

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

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

The parties agree that the full-time faculty members represent a valued pool of experts from which overload assignments may be drawn. Accordingly, the College shall give reasonable good faith consideration to all requests from full-time faculty members wishing to work overload assignments. The parties agree, however, that all scheduling decisions, including the assignment of overloads, shall be made by the College, and that nothing in this Agreement shall be construed to give full-time faculty members any preferential right, from a legal standpoint, to work beyond the standard load as specified in Article 9.

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

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

1. Requesting an Overload Assignment for Fall or Spring Semester

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

2. Requesting or Declining a Guaranteed Summer Assignment

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

March 1 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the resulting assignment, including the 164-day contract. (Appendix U-2)

3. Criteria

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

If two or more full-time faculty members who apply for the same assignment are determined by the College to be equivalent choices, seniority at the College will be used as the deciding factor for the first such instance in any academic year. In subsequent sessions of the academic year, requests for overload assignments for that same course will be awarded by rotating among the faculty members concerned by descending seniority.

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

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

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

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

6.11 Notice of Meetings

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

ARTICLE 7

BOARD RIGHTS AND COLLEGE RESPONSIBILITIES

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

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

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

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

ARTICLE 8

THE TEACHING AND SERVICE ENVIRONMENT

8.01 Lounge Facilities

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

8.02 Parking

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

8.03 Safety and Comfort

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

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

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

8.04 Office Assignments

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

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

8.05 Office Security

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

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

8.06 Access to Offices and Classrooms

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

8.07 Assault, Battery, Threats, and Safety

The College and the Association join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault, battery, or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The resources of the Public Safety Department should also be resorted to in case of assault, battery, threat of bodily harm, or threat to the physical safety of faculty members and students. Upon receiving such a report, the administrator shall promptly proceed to ascertain the pertinent facts and take

appropriate action which may include the removal, transfer, or administrative withdrawal of a student from a class. If the situation involves a student, a consultation with the faculty member and student may be held. The faculty member shall file a written report of the incident with his or her appropriate administrator within five (5) working days of the incident. The faculty member will be promptly notified of all administrative decisions concerning this matter. Although the parties cannot address fine points of law in this Agreement, they express their awareness that an individual faculty member has the right of self-defense within the limits of applicable law and regulations.

8.08 Class Disruption

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

8.09 Materials, Supplies, and Equipment

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

ARTICLE 9

FACULTY WORKING CONDITIONS AND WORKLOADS

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

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

9.01 Instructional Faculty

A. Normal Duties

1. Teaching:

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

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

2. Office Hours:

Assisting students outside of class during posted office hours;

3. Other Professional Activities:

- a. Performing, or assisting in performing, necessary maintenance on courses and programs taught by the faculty member, to include: assisting in textbook selection; maintaining course and section syllabi; assessments required for Institutional Effectiveness or regional or specialized accreditation; and providing input to supervisor on needs for courses and programs taught;
- b. Attending scheduled department, campus, and College meetings with exceptions to be approved by his/her immediate supervisor. The College may not require a faculty member to attend scheduled meetings outside a faculty member's scheduled hours without providing the faculty member an opportunity to adjust his/her OPA schedule;
- c. Participating in College approved professional development programs;
- d. Other activities as defined in Section 9.01.C.3.

B. Definitions

1. Contact Hour

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

2. Evening Assignment

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

Any class scheduled past 10:00 p.m. shall be with the consent of the faculty member involved.

3. Duty Day

A duty day is defined as any one of the negotiated calendar days of the basic contract as defined in Section 15.01.A. or any one of the negotiated calendar

days of the summer semester as defined in Section 15.01.B., and as scheduled through Article 16 of this Collective Bargaining Agreement.

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

A faculty member will not be expected to work over 35 hours per week without being appropriately compensated, except for the week of All College Day. The College will make reasonable attempts not to schedule meetings during the week of All College Day, unless circumstances so require.

C. Work Week

1. Number of Hours

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

The Fall and Spring semester approved schedules of work week hours of full-time instructional faculty members shall include a combined minimum of twenty-five (25) hours per week of direct contact with students and office hours scheduled at times reasonably convenient for students and clearly designated as hours during which faculty members will be available for student appointments. In no case shall a faculty member's combined total of direct contact with students and scheduled office hours be required to exceed twenty-five (25) without his or her permission. Up to ten (10) work week hours in Fall and Spring semesters may be used as additional office hours or may be used for other professional activities.

2. Office Hours

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

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

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

3. Other Professional Activities Hours

An Other Professional Activities (OPA) hour is a scheduled hour when a faculty member is engaged in activities related to his or her professional responsibilities. Other professional activities include, but are not limited to, College committee meetings, College-approved recruiting, professional development, sponsorship of student organizations, professional meetings, research, instructional preparation, evaluation of student work, informal student advising and when agreed upon by the faculty member formal student advising, and up to five (5) hours of active community service if approved by the immediate supervisor on the appropriate form (Appendix D). One and one-half hours per week may be scheduled for participation in the Wellness Program.

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

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

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

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

4. Compensation for Overload Hours

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

D. Workloads

1. Standard Load

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

In Fall and Spring semesters, each full-time instructional faculty member shall teach a minimum of fifteen (15) contact hours per week per term concurrent with nine hundred (900) workload points per term. The initial calculation of workload points is the responsibility of the immediate supervisor.

If mutually agreed upon in advance by the faculty member and the appropriate immediate supervisor, the faculty member may teach a

minimum of fifteen (15) contact hours per week per term concurrent with an average of nine hundred (900) workload points over Fall and Spring semesters of the same academic year; under such an arrangement, the workloads for the two terms shall be planned such that a faculty member shall not be assigned more than twenty-five (25) contact hours within the thirty-five (35) hour work week during either semester, without his or her consent, except in instances where load point averaging applies. In no case may the terms of this section be used to require a faculty member or immediate supervisor to use this averaging process. Once this minimum standard load has been satisfied, any additional work shall be considered an overload. (See Section 9.01.D.3.a.).

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

The guaranteed summer assignment shall be defined as ninety (90) classroom contact hours and twelve (12) office hours. Office hours will be scheduled two or more days per week at times convenient to students and subject to approval by the immediate supervisor. Office hours will be reduced proportionately for faculty members working fewer than ninety (90) contact hours. The guaranteed assignment shall be worked during the Summer semester as determined by the immediate supervisor in consultation with the faculty member. The determination of the guaranteed summer assignment shall be done in a fair and timely manner as outlined in Section 6.10.B.3. Summer semester assignments consisting of fewer than 90 contact hours and 12 office hours will be paid at a prorated rate.

When offered by the College, a faculty member may teach a second summer assignment of ninety (90) classroom contact hours and twelve (12) office hours in addition to the guaranteed summer assignment. Office hours will be scheduled two or more days per week at times convenient to students and subject to approval by the immediate supervisor. Office hours will be reduced proportionately for faculty members working fewer than ninety (90) contact hours. The availability of the teaching assignment shall be determined by the immediate supervisor.

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

2. Workload Points

Points per Contact Hour

60 points College Credit, College Prep, and Post-Secondary Adult Vocational Lecture

60 points Release Time

<u>50 points</u>	Laboratory, Shop, Category A (See Appendix E)
<u>50 points</u>	Clinic with direct patient supervision
<u>50 points</u>	Art Studio
<u>50 points</u>	Music Ensemble
<u>50 points</u>	Adult High
<u>40 points</u>	Adult Basic Education
<u>40 points</u>	Laboratory, Shop, Category B (See Appendix E)
<u>40 points</u>	P.E. Activity
<u>40 points</u>	Applied Music
<u>40 points</u>	College Prep Lab
<u>40 points</u>	Vocational Prep Lecture, Lab
<u>30 points</u>	Continuing Workforce Education, Technical Assistance Contract
<u>20 points</u>	Externship, Internship, <u>Preceptorship</u> , Work Experience
<u>20 points</u>	Recreation and Leisure

Points shall be rounded to the nearest whole number.

3. Overloads and Underloads

a. Overload

Overloads in excess of the hours needed to equal the standard load (900 workload points and fifteen contact hours) shall result in an overload payment to the faculty member for those hours worked beyond the normal work week, unless the faculty member elects to complete the excess work within the normal work week.

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

or her immediate supervisor, who, if he or she approves, will coordinate the request.

b. Assigned Overload

The workload of an instructional faculty member shall not be increased beyond the standard load without the express consent of the individual faculty member involved. On occasion, the assignment of a standard load unintentionally generates an overload called an assigned overload. An assigned overload is that portion of assigned work beyond the standard nine hundred (900) workload points that is assigned to the faculty member in order to provide the standard load. The assigned overload shall be as small as is feasible.

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

c. Underload

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

d. Compensation

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

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

E. Release Time

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

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

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

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

F. Faculty Members Serving as Program Coordinators/Directors

1. Program coordinator designations are the prerogative of the College; however, a faculty member may not be assigned program coordinator/director duties without his or her express consent. Only those faculty members who have been assigned program coordination duties by the College are eligible for release time under this provision.
2. Nothing in this section shall preclude the use of release time for special program projects such as periodic accreditation reports or major curriculum revision, separate from or in addition to program coordinator release time.

3. A description of coordinator responsibilities shall be determined by the immediate supervisor in consultation with the faculty member. Responsibilities which may be included in the description are in Appendix G; an individual faculty member's coordinator duties may include all or some of these responsibilities. The description of responsibilities shall be given to the program coordinator/director in writing using the specified form in Appendix G by the end of the first week of classes in each semester.
4. Two or more faculty members may share the responsibilities and points awarded for a specific duty in Appendix G; however, the total points awarded to all faculty members with those responsibilities for a given program shall not exceed the total allowable points for that item.
5. A program coordinator is usually appointed for an academic year with a beginning date of the first day of the Fall semester; however, the College may change that appointment as needed.
6. Release time hours to be awarded for performing program coordinator duties shall be determined using the point system in Appendix G. One clock hour of release time per week shall be awarded for each sixty (60) program coordinator duty points earned.
7. A maximum of six hundred (600) points or ten (10) hours release time may be earned for coordinator duties for an academic year appointment. However, if an individual faculty member is awarded a full ten (10) hours during one academic year, at least two (2) of those hours must be used in the summer. The hours of release time must be used during the academic year of appointment, and may be taken during Fall, Spring, and/or Summer semesters. No more than four (4) hours of release time may be used during a guaranteed summer assignment. During the guaranteed summer assignment, fifteen (15) clock hours of release time shall be awarded for each hour of release time assigned.

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

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

G. Substitute Teaching

It shall be the responsibility of the individual faculty member to provide reasonable notice to his or her immediate supervisor regarding classroom absences, and when feasible to assist in making prior arrangements to satisfactorily handle such absences. Substituting for another faculty member shall be an overload when the absent faculty member is on administratively

approved leave. Any additional compensation to a faculty member substituting for a colleague requires additional, documented service in excess of the normal thirty-five (35) hour work week as entered on the appropriate form (Appendix H).

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

9.02 Library Faculty

A. Normal Duties

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

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

B. Work Week Schedule

1. Library faculty members shall have the same number of duty days as instructional faculty. No instructional faculty load points will be assigned to library faculty members for the performance of their duties.
2. The work week for library faculty members shall be thirty-five (35) hours during Fall and Spring semesters. One (1) hour per week in Fall and Spring

semesters may be scheduled for other professional activities as defined in this Agreement, exclusive of community service. An additional one and one-half hours per week may be scheduled for participation in the Wellness Program.

3. Since the demands for library service may occur during periods when classes are not in session, the College reserves the right to assign library faculty duty schedules which differ from the duty days of instructional faculty. The revised schedule will not mean the library faculty members will work more days than the number of days required for instructional faculty members. If the revised schedule results in more than 35 hours per week, the library faculty member involved must expressly consent to the overload. The faculty member consenting to the overload shall have the choice between receiving additional compensation or compensatory time off. Additional compensation shall be at the overload rate (Section 15.02.C). Compensatory time off must be taken within the same pay period or the following pay period in which the overload was worked. Evening or weekend duty assignments do not automatically result in an overload.
4. If there is an insufficient number of faculty volunteers for evening and/or weekend duty, library faculty will serve on a rotational basis for this duty. Rotational duty would not apply to a library faculty member who has been hired for the specific purpose of working evenings and/or weekends or to a library faculty member who volunteers for evening assignments; evening assignments shall be decided by the immediate supervisor in consultation with the library faculty member.
5. Any faculty member required by the College to take college course work shall be entitled to include this time in the regular work hours as long as it does not interfere with normal assignments and as long as approved by the immediate supervisor.

C. Overloads

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

College. The faculty member should file the written request with his or her immediate supervisor, who, if he or she approves, will coordinate the request.

D. Substituting

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

E. Guaranteed Summer Assignment

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

9.03 Counseling Faculty

A. Normal Duties

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

1. acting as departmental/academic liaison;
2. conducting, or assisting with, seminars, or programs related to advising;
3. participating in College sponsored advising and programs such as College Night, Escambia County Career Days, and other activities as needed;

4. attending scheduled department, campus, and College meetings;
5. participating in College approved professional development programs; and
6. serving on College committees or serving as a faculty advisor to student groups.

B. Work Schedule

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

5. Any faculty member required by the College to take college course work shall be entitled to include this time in the regular work week as long as it does not interfere with normal assigned duties and as long as approved by the immediate supervisor.

C. Overloads

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

D. Substituting

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

E. Guaranteed Summer Assignment

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

9.04 Extended Contract Faculty

A. Appointment

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

B. Rights and Privileges

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

C. Eligibility

1. Counseling faculty

2. Library faculty

D. Workload

1. Counseling Faculty on Extended Contract

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

2. Library Faculty on Extended Contract

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

9.05 Extended Contract Teaching Faculty

A. Appointment

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

B. Rights and Privileges

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

C. Workload

The schedule will include 164 duty days during Fall and Spring semesters. Between the end of Spring semester and the beginning of Fall semester of the next academic year the schedule will include 180 classroom contact hours and an additional 120 office hours scheduled at times convenient to students and approved by the immediate supervisor. Faculty participation in scheduling will be in accordance with Article 6.03. Of the 300 hours scheduled between the

end of Spring semester and the beginning of Fall semester of the next academic year, one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in the Wellness Program. Instructional assignments in excess of the required 300 hours shall be paid at the overload rate specified in Article 15.02.C.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 Principles

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

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

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

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

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

10.02 Definitions

A. Definition of a Grievance

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

B. Who May Be a Grievant

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

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

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

C. Time Limits

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

However, if, prior to the deadline for the Step III appeal, the grievant/PSCFA discovers another violation related to the original grievance, the grievant/PSCFA shall be allowed to amend the original grievance, and the amendment shall be addressed as if it were a part of the original filing. In

order to consider the amended grievance, the College will have an additional fourteen College business days added to the response deadline of the Step at which the amended grievance is filed.

D. Use of Duty Time

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

10.03 Procedure

A. Grievance Procedure

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

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

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

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

Step III: The grievant, if dissatisfied with the Step II disposition, may appeal the grievance to the College President by delivering the appeal, using an updated version of the grievance document, to the President's staff assistant within fourteen (14) College business days after the time for a Step II answer

expires. The President or his or her representative will answer the grievance within twenty (20) college business days after it is delivered to the office of the President.

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

B. Arbitration Procedure

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

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

10.04 Disclosure

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

ARTICLE 11

ADMINISTRATIVE EVALUATION OF FACULTY

11.01 Administrative Evaluation of Faculty

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

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

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

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

For librarian and counseling faculty members, the evaluation shall include job effectiveness which encompasses teaching effectiveness if teaching is part of the job, the immediate supervisor's observations of the faculty member's job

effectiveness, and the results of appropriate items on student perception surveys or client satisfaction surveys; professional development/scholarly activity; service to the department, College, discipline; and may include community service; other regular assigned job duties if applicable; progress on completing the Faculty Development Plan; and an overall assessment of the faculty member's performance.

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

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

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

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

11.02 Student Feedback on the Classroom Learning Process and Environment

The College retains the right to collect student feedback on the classroom learning process and environment during the semester. Though student perception surveys in the Fall semester include all faculty members, student perception surveys in the Spring semester are usually limited to classes taught by annual contract faculty members. However, sections taught by other faculty members may be included

either at their own request or their immediate supervisor's request. Although the surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used by the College in support of personnel decisions.

ARTICLE 12

RETRENCHMENT

12.01 Principles

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

12.02 Procedure

A. Layoff Unit

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

B. Selection Criteria of Faculty for Retrenchment

1. No tenured faculty member shall be terminated if full-time faculty members on annual contract are retained in the same layoff unit to teach courses the tenured faculty member is qualified to teach.
2. When considering retrenchment within a layoff unit, the College will use these criteria, in the following order:

- a. Needs of the College, as determined by the College,
- b. In the order listed: faculty rank, years in rank, years in the layoff unit, years at the College, and highest in-field degree/credential.
- c. Job performance, as determined by the two most recent annual evaluations.

12.03 Recall

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

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

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

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

12.04 Retrenchment Options

A. Employment Options

Should the College foresee the need to retrench faculty positions, the following options shall be available to the faculty members identified for separation and who, in the determination of the College, can acquire in the

allowable time the additional education necessary to meet the credentialing requirements for identified and available teaching positions.

1. In those areas where identified teaching positions are vacant and available, the College shall provide the assistance specified in Section 12.04A.1.c. and d. to help the faculty member acquire the additional education necessary to meet the credentialing requirements for such a position. The period covered by this assistance shall be referred to hereafter as the retraining period.
 - a. If approved, the program of additional education must be completed within twenty four (24) months of its mutually agreed upon starting date, at the end of which time the faculty member must be fully qualified by SACS and College credentialing requirements to teach in the new area.
 - b. The program of study must meet the College's program needs and be approved in advance by the Vice President of Academic Affairs of the College. Placement of the faculty member in the vacant teaching position shall be contingent upon successful completion of the program.
 - c. During the retraining period, the College shall offer the faculty member up to a 164-day contract year of professional leave of absence with full salary and benefits to enroll full-time in the approved program of study. The College shall offer the faculty member up to another 164-day contract year of unpaid professional leave to continue full-time enrollment in courses required in the approved program of study. The College shall continue to pay a portion or all of the faculty member's health insurance premiums during the second year of full-time enrollment defined above. The determination of the length of paid leave, unpaid leave, or paid health insurance premiums offered is at the sole discretion of the College.
 - d. If the College determines funds are available, the College shall reimburse the faculty member for the instructional fees of the education program, provided all state and College policies regarding the use of such funds are satisfied. Faculty pursuing an approved retraining program shall be given preference for Staff and Program Development funds.
 - e. Upon successful completion of the approved program of study, the faculty member who is awarded professional leave of absence under this plan will be obligated to return to the College to work as a full-time employee for a post retraining period of four terms, two (2) additional 164-day contract years, immediately following completion

of the leave, with the College retaining the right to waive the obligation.

- f. If a faculty member fails for any reason to fulfill the foregoing obligation to return to work during the entire post retraining period, then he or she shall be obligated to repay the College a pro-rata portion of the total monetary sums and benefits paid to, or on behalf of, the faculty member during the portion of the post retraining period that the faculty member failed to work. The amount to be repaid shall be determined by dividing the number of days that the faculty member failed to work during the post retraining period by the number of days that the faculty member agreed to work, times the total gross compensation including benefits, plus instructional fees, paid to the faculty member during the retraining period. The faculty member's obligation to repay shall commence immediately upon the termination of the faculty member's full-time employment.
 - g. In the event that catastrophic circumstances beyond the control of the faculty member prevent timely completion of the agreed upon program of study, the College shall make a good faith effort to identify a mutually satisfactory solution.
 - h. If a faculty member abandons or does not successfully complete the approved program of study for reasons other than those specified in Section 12.04A.1.g., that faculty member shall not be eligible for recall as described in Section 12.03 of this Agreement.
2. In those cases where the College can determine that a faculty member has the qualifications necessary for employment in a career service position which is vacant and available, and if the faculty member has provided a properly dated letter of resignation from his or her teaching position, the College shall offer the faculty member employment in that career service position on a temporary or career track basis according to the qualifications of the individual and the needs of the College.
- a. If the College should offer and the faculty member accepts such a position during an academic year, the College shall honor the salary portion of the faculty contract for the remainder of that academic year. Should the position continue after that time, the career service salary schedule shall then apply.
 - b. If the College should offer and the faculty member accepts a career service position, the faculty member will not be eligible for recall as described in Section 12.03 of this Agreement. A faculty member accepting a temporary position at the College, either through the

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

B. Additional Options

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

ARTICLE 13

FRINGE BENEFITS

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

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

13.01 Insurance

A. Health and Major Medical

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

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

B. Life Insurance

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

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

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

C. Payroll Deductions

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

D. Dependent Coverage

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

13.02 Fee Waiver/Scholarships

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

In the event of the death, retirement of a full-time faculty member, as retirement is defined by applicable Florida laws and regulations, or incapacity of a faculty member for health reasons as determined by the President, the provisions set forth

in 13.01A. and 13.01B. above will continue to be in force for a period of five (5) years. This provision shall be effective prospectively from the effective date of this Agreement.

13.03 Employee Assistance Program

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

13.04 Tax Sheltered Annuities

The College shall make opportunities available through payroll deduction for the purpose of faculty contributions to tax sheltered annuities and other financial benefits programs.

13.05 Wellness Program

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

13.06 Retiree Benefits

Retired faculty members shall be eligible to participate in the insurance plans provided in Section 13.01, in the Employee Assistance Program provided in Section 13.03, and in the Wellness Program provided in Section 13.05.

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

13.07 Benefits for Faculty on Leave of Absence Without Pay

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

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

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

13.08 Optional Phased Retirement Program

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

A. Eligibility

1. Each faculty member who chooses to participate in the OPRP shall provide the College with written notification of his or her decision no later than January 15 of the contract year as specified in sub-paragraphs a) through d) below. Faculty members who choose to participate will be eligible for the OPRP as follows:

- a. A five (5) year program if they retire at the end of any contract year prior to the contract year in which they reach their 61st birthday.
- b. A four (4) year program if they retire at the end of the contract year in which they reach their 61st birthday.
- c. Three (3), two (2) or one (1) year programs if they retire at the end of the contract year in which they reach their 62nd, 63rd, and 64th birthday, respectively.
- d. After the contract year in which faculty members reach their 64th birthday, they are not eligible for the OPRP.

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

B. Program Provisions

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

Departmental administrators will at all times be amenable to requests from participants for such information as the administrator has at the time concerning scheduling and assignments. Participants are encouraged to submit suggestions and recommendations as to scheduling and assignments which directly affect them and each will have an opportunity to review the proposed schedule with his or her immediate supervisor. Final decisions on scheduling will be made by the College.

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

11. As retirees, participants shall be eligible for cost-of-living increases in their retirement pay as provided by the State of Florida. As contract employees, participants will not be eligible for salary increases.

ARTICLE 14

LEAVES

14.01 Leaves of Absence – Definition

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

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

14.02 Sick Leave

A. Earning of Sick Leave

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

sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

B. Leave Information

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

C. Use of Sick Leave

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

1. The faculty member is unable to perform his or her duties at the College on account of personal sickness, pregnancy, accident disability (to the extent not covered by worker's compensation disability payments), extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the faculty member's own household.
2. The faculty member has to miss work, although not ill or disabled, because of a necessary personal appointment, for himself or herself or his or her minor dependents, with a doctor, dentist, or other recognized medical practitioner, when the appointment cannot be scheduled during non-duty time.

D. Claim Must Be Filed

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

payment of compensation or granting of leave. Such discretion shall not be exercised in a capricious and arbitrary manner.

E. Compensation

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

F. Terminal Pay for Accumulated Sick Leave

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

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

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

1. after the first five (5) years of service, the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated leave;
2. after the eighth (8th) year of service, the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave;
3. after the ninth (9th) year of service, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave;
4. after the fourteenth (14th) year of service, the daily rate of pay multiplied by fifty-two and a half (52.5%) percent times the number of days of accumulated sick leave;

5. after the nineteenth (19th) year of service, the daily rate of pay multiplied by fifty-five (55%) percent times the number of days of accumulated sick leave.
6. after the twenty-fourth (24th) year of service, the daily rate of pay multiplied by fifty-seven and a half percent (57.5%) times the number of days of accumulated sick leave.

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

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

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

G. Physical Examination

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

14.03 Illness-in-Line-of-Duty Leave

Full-time faculty members shall receive leave with pay, in addition to sick leave, not to exceed twelve (12) days per event, including paid holidays, in one calendar year, when absent for illness or injury contracted due to the performance of duty. Notification and claim for compensation and payment shall be as in Section 1012.865, Florida Statutes, and shall be filed by the end of the pay period in which such absence occurred, or within seven (7) days or as soon as practicable in the case of incapacity, with exceptions to be determined by Human Resources. Total compensation paid, including paid leave under this section and workers' compensation under Chapter 440, Florida Statutes, shall not exceed the faculty member's normal rate of compensation.

14.04 Personal Leave

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

14.05 Court-Related Service

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

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

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

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

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

14.06 Professional Leave

The granting of professional leave lies within the discretion of the Board of Trustees, upon the recommendation of the President. It is, however, agreed that professional leave is granted both for the professional benefit or advancement of the faculty member and for the benefit of the College. It is understood that the granting of professional leave on a paid basis is a function of funds available. Also, professional leave on an unpaid basis may be requested.

14.07 Sabbatical Leave

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

A. Sabbatical Leave Committee

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

The function of this Committee will be to submit annually on or before the 15th day of February to the College President a ranking of faculty members who have submitted applications for sabbatical leaves with the number one to reflect the Committee's first choice, and so on through the list of applicants.

For this purpose, the faculty members applying for sabbaticals are to furnish the Committee with copies of their applications. In addition, the Committee will annually issue a report explaining the method and criteria it used in making its rankings.

B. Eligibility for Sabbatical Leave

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

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

C. Length of Leave

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

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

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

D. Application for Sabbatical

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

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

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

E. Acceptance of Sabbatical

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

F. Benefits and Sick Leave While on Sabbatical Leave

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

G. Number of Sabbatical Leaves

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

H. Award Dates for Sabbaticals

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

I. Sabbatical Report

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

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

14.08 Military Leave

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

14.09 Parental Leave

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

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

- a. Except in the case of emergency as determined by the President, the faculty member shall notify his or her immediate supervisor in writing at least sixty (60) days prior to the starting date of the leave.
- b. Leave without pay shall be granted on an academic term basis for up to one full academic year.
- c. Except in the case of emergency as determined by the President, any request for extension of leave beyond the period granted shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested extension.

- d. The faculty member shall notify his or her immediate supervisor in writing of his or her intent to return to active employment no less than thirty (30) days prior to the end of the period for which leave had been granted. The immediate supervisor shall then assign the faculty member to his or her former position or to a substantially similar position for which the employee is fully qualified.
- e. Prior to the commencement of parental leave, the faculty member may use any portion of accrued sick leave in accordance with the provisions of Section 14.02C. of this Article. While on parental leave, a faculty member shall be entitled to benefits as provided in Section 13.07 of this Agreement.
- f. Granting of parental leave shall result in no diminution of rank, salary step, or continuing contract status of those faculty members on continuing contract.

14.10 Leave Without Pay

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

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

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

Nothing in this section shall be construed to abrogate the provisions of the Board of Trustees' policy 6Hx20-4.019 dated 2/21/06.

14.11 Absence Without Leave

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

ARTICLE 15

SALARIES

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

15.01 Base Salary

A. Basic Contract Length

1. Instructional Faculty and Library Faculty

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

2. Counseling Faculty

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

3. Extended Contract Faculty

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

4. Extended Contract Teaching Faculty

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

5. Full-Time Status

a. Retirement Credit

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

b. Sick Leave

Sick leave is earned and used as specified in Article 14 except during the guaranteed summer assignment. Sick leave is not earned during the guaranteed summer assignment; however, unused sick leave balances may be used as specified in Section 14.02C.

c. Summer Status

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

B. Guaranteed Summer Assignment

Faculty members, excluding those on extended contract, shall be guaranteed a summer assignment in addition to the basic contract.

1. Instructional Faculty

- a.** For instructional faculty, the guaranteed summer assignment shall be defined as ninety (90) classroom contact hours and twelve (12) office hours. Office hours will be scheduled two or more days per week at a time convenient to students and subject to the approval of the immediate supervisor. Office hours will be reduced proportionately for faculty members teaching fewer than ninety (90) contact hours. The guaranteed assignment shall be worked during the Summer semester as determined by the appropriate immediate supervisor in consultation with the faculty member. The determination of the guaranteed summer assignment shall be done in a fair and timely manner as outlined in Section 6.10B.2.

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

- b. Instructional faculty may be contracted for summer hours in addition to the guaranteed assignment if needed and approved by the College (see Section 6.10).
- c. The compensation for the guaranteed summer assignment shall be as specified in Section 15.02D. of this agreement. Compensation for hours worked beyond the guaranteed summer assignment shall be at the overload rate specified in Section 15.02C. Summer semester assignments consisting of fewer than 90 contact hours and 12 office hours will be paid at a prorated rate.

2. Library Faculty and Counseling Faculty

- a. For library faculty and counseling faculty, the guaranteed summer assignment shall consist of 120 clock hours to be worked during Summer semester. The specific hours of employment for each library faculty member and counseling faculty member shall be determined in a fair and timely manner by the appropriate supervisor in consultation with the faculty member.
- b. Library faculty and counseling faculty may be contracted for summer hours in addition to the guaranteed hours if needed and approved by the College.
- c. The compensation for the guaranteed summer assignments shall be as specified in Section 15.02D. of this Agreement. Compensation for hours worked beyond the guaranteed summer assignment shall be at the overload rate specified in Section 15.02C.

C. 2012-2013 Salaries

The 2012-2013 salary for basic contract faculty is defined as the salary for the basic 164-day contract and the guaranteed summer assignment (exclusive of special contracts and overloads) and the recurring increase for those faculty members receiving promotions for 2012-2013, as specified in Section 15.04.

D. Current Faculty - Basic Contract Length

For the 2012-2013 contract year faculty members shall receive a recurring base increase of three percent (3%) to their 164-day contract.

1. Placement

a. New Faculty - Basic Contract Length

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

Degree Classification	164 Day Base	Guaranteed Summer	Total Salary
Bachelor's or less	\$32,251	\$2,958	\$35,209
Master's	\$34,828	\$3,264	\$38,092
Master's Plus	\$36,482	\$3,417	\$39,899
Doctorate	\$39,385	\$3,570	\$42,955

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

Related Experience	Amount Added
3	\$ 600
4	\$1,200
5	\$1,800
6	\$2,400
7	\$3,000
8	\$3,600
9	\$4,200
10	\$4,800
11	\$5,400
12	\$6,000

A maximum of twelve (12) years of related experience will be recognized by the College.

b. New Faculty - Extended Contract Length

The initial placement on the salary schedule for faculty members working under the extended contract shall be determined in accordance with Article 15.01D.1.a. plus one additional guaranteed summer salary plus \$3,000. (The salary of faculty members working under the extended contract shall be the amount specified for 164-day contract plus the amount for two (2) summer assignments plus \$3,000.) The salary will be annualized and paid over the full contract year.

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

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

A. Non-credit Continuing Education

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

B. Independent or Directed Study

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

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

C. Hourly Rates for Overload Employment

For the 2012 – 2013 academic year any faculty member carrying an overload, independent or directed study course, or substitution in accordance with Article 9 shall be paid according to the following hourly rates:

	College Credit, College Prep, and Adult Secondary	Vocational Credit, Adult Basic Education, Library Faculty and Counseling Faculty	Academy of Music Non-Credit
Bachelor's or less	\$29.00	\$26.50	\$22.00
Master's	\$32.00	\$27.75	\$27.00
Master's Plus	\$33.50	\$28.50	\$27.00
Doctorate	\$35.00	\$29.00	\$27.00

D. Compensation for Guaranteed Summer Assignment

For the summer semester of the 2012 – 2013 academic year the guaranteed summer assignment defined in Section 15.01B. shall be compensated according to the following table:

	DEGREE CATEGORY			
	BACHELOR'S	MASTER'S	MASTER'S PLUS	DOCTORATE
Instructional Faculty 90 contact hours + 12 office hours = 102 total hours	\$2,958 (\$29.00/hour)	\$3,264 (\$32.00/hour)	\$3,417 (\$33.50/hour)	\$3,570 (\$35.00/hour)
Library and Counseling Faculty 120 contact hours	\$3,180 (\$26.50/hour)	\$3,330 (\$27.75/hour)	\$3,420 (\$28.50/hour)	\$3,480 (\$29.00/hour)

E. Prior Learning Assessment

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

F. Compensation for Work for Hire

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

15.03 Educational Achievement Incentive

In order to be eligible for educational incentive pay, a faculty member must receive pre-approval for his or her program of study from the Vice President for Academic Affairs. Application for approval of courses or a degree program will be made using Appendix K-1. If approval is not granted, the faculty member may appeal to the President of the College. Pre-approval may include appropriate

graduate coursework completed prior to employment at the College. All coursework must be taken at a regionally accredited institution. Upon completion of the approved program, the faculty member shall submit a completed Faculty Educational Achievement Application (see Appendix K-2) and official certification by the institution conferring the degree or credit to the Vice President of Academic Affairs, who will verify it and transmit it to Human Resources.

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

From less than a Bachelor's to Bachelor's adds	\$3,000
From Bachelor's to Master's adds	\$3,500
From Master's to Master's Plus adds	\$3,500
From Master's to Doctorate adds	\$7,000
From Master's Plus to Doctorate adds	\$3,500

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

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

15.04 Salary Adjustments Resulting from Promotion

Faculty promotion at Pensacola State College is awarded in recognition of demonstrated commitment to College values and effectiveness related to student learning. The professional growth of a faculty member evolves as his or her years of teaching increase. The promotion system recognizes that evolution by setting different expectations for each rank. In addition, progression in rank distinguishes faculty members who meet increasingly broader standards of contribution to College values, especially those related to teaching and learning. In recognition of the increased expectations to progress in rank, the amount of the recurring adjustment to the 164-day base contract also increases as follows.

From Instructor to Assistant Professor	\$1,000
From Assistant Professor to Associate Professor	\$1,400
From Associate Professor to Professor	\$1,750

15.05 Educational Research Awards

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

1. Topic selection (a set of suggested topics also will be available)
2. Literature review
3. Prospectus writing
4. Data collection, including instrument design
5. Statistical analysis
6. Report writing (style, format, etc.)
7. Action research

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

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

15.06 Salary Checks

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

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

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

B. 164-Day Basic Contract - Counseling Faculty

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

C. Extended Contract Faculty

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

D. Payment for Overloads

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

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

E. Guaranteed Summer Assignment

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

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

F. Adjustments

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

G. Corrections

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

ARTICLE 16

CALENDAR

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

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

ARTICLE 17

HUMAN RESOURCES ISSUES

17.01 Appointment

A. Faculty Appointments and Status

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

B. Selection of New Faculty

1. When consideration is being given to hiring new full-time faculty members, the College does hereby invite, to the extent feasible, input from current faculty members through formation of appropriate departmental Screening and Search Committees. Screening and Search Committee recommendations will be given reasonable consideration when final decisions regarding employment are made. Final decisions regarding employment rest entirely with the College.
2. Faculty members shall, with their consent, serve on Departmental Screening and Search Committees.

C. Continuing Contract

Each full-time faculty member to whom a continuing contract has been issued shall be entitled to continue in a position in the College at the salary schedule mutually agreed to by the College and the Association without the necessity for annual nomination or reappointment until such time as the faculty member resigns or his or her contractual status is changed as prescribed in this Collective Bargaining Agreement.

D. Involuntary Changes

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

E. Transfers

1. All faculty positions openings shall be announced internally. Any qualified full-time faculty member desiring consideration for transfer to an announced open position shall complete the standard College job application. Internal applicants will be evaluated by the same standards and criteria which apply to all other candidates for the position, and, if qualified, will be interviewed by the Search Committee during the interview process. If two or more full-time faculty members who apply are considered equally appropriate for filling the vacancy, seniority at the College will be used as the deciding factor. Concurrent with the written notification of the successful candidate, all faculty members requesting transfer to the position shall be notified in writing by the Vice President of Academic Affairs of the outcome of the selection process.

17.02 Changes in Duty Station or Assignment

A. Primary Duty Station

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

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

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

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

B. Temporary Duty

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

17.03 Disciplinary Action

A. Definition

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

B. Procedure

1. An oral warning notifies a faculty member that work-related performance is below standards by written policies or common professional practice and that more serious disciplinary action will take place if these standards are not achieved within reasonable time frames. If work-related performance continues to be below established standards, then the more severe disciplinary step of a written warning would be initiated and, if necessary, a written reprimand would be the next step for continued below-standard performance. Warnings and reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator and

acknowledged by the faculty member in accordance with Appendix N of this contract.

2. Any faculty member who is under continuing contract may be dismissed or may be returned to annual contract status for another three (3) years at the discretion of the Board when a recommendation to that effect is submitted in writing to the Board on or before April 1 of any College year, giving good and sufficient reasons therefore, by the President and provided the President's recommendation is approved by a majority of the Board. The faculty member whose contract is under consideration shall be duly notified in writing at least seven (7) calendar days prior to the filing of the written recommendation with the Board, and such notice shall include a copy of the charges and the recommendation to the Board. Should the Board determine that it will consider the charges filed, it shall direct that a petition conforming to the requirements of the model rules of procedure adopted pursuant to Section 120.54(10), Florida Statutes, and including notification to the faculty member of his or her hearing rights, be filed with it and a copy served upon the faculty member. If the faculty member wishes a public hearing, he or she shall notify the Board in writing within ten (10) calendar days after the date service of the petition. Upon receiving such a request, the Board shall within fifteen (15) days notify the faculty member of the time and place of the public hearing on the charges which shall not be less than fourteen (14) days from the service of the notice unless a different time is agreed to by the parties. The hearing shall proceed in accordance with the provisions of Chapter 120, Florida Statutes, and shall be in substantial compliance with the model rules of procedure, Chapter 28, Florida Administrative Code (FAC), unless the parties mutually agree to an alternative hearing procedure. In the event the employee does not request a public hearing, the Board shall proceed to take appropriate action. Any decision adverse to the faculty member shall be made by a majority vote of the full membership of the Board.
3. Any full-time faculty member may be suspended or dismissed by the Board upon recommendation of the President at any time during the College year, provided that no such faculty member may be dismissed during the College year without opportunity to be heard at a public hearing after at least fourteen (14) days' notice of the charges and of the time and place of the hearing; and provided further that the charges must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. A petition conforming to the requirements of the model rules of procedure, Chapter 28, FAC, specifying the charges and notifying the faculty member of his or her hearing rights shall be filed with the Board and a copy served upon the faculty member whenever such charges are made. The Board may suspend such faculty member without pay

pending a speedy, informal hearing if requested by the faculty member. At any such informal hearing, the Board shall determine the necessity to suspend and withhold pay and whether probable cause exists to support the charges. If the Board determines that probable cause exists to support the charges and there exists a necessity of continuing the suspension without pay then it may do so, but if the charges are not sustained upon final hearing the faculty member shall be immediately reinstated and back salary shall be paid. If the Board determines that there is no necessity to suspend without pay, then it shall reinstate the faculty member with pay and, further, it may dismiss the charges if it determines that probable cause does not exist to support same. In cases where a petition for dismissal of a faculty member has been filed with the Board, the Board shall hold a public hearing in accordance with the provisions of Section 120.57, Florida Statutes, and the model rules of procedure, Chapter 28, FAC, unless the parties mutually agree to an alternative hearing procedure. If a hearing is requested by the faculty member, after notice as provided above, the Board shall determine upon the evidence as submitted whether the charges have been sustained, and if the charges are sustained, either to dismiss said faculty member or fix the terms under which said faculty member may be reinstated. If such charges are sustained by a majority vote of full membership of the Board and such faculty member is discharged, the contract of employment shall thereby be canceled.

4. If requested in writing by the faculty member, the Board may utilize the services of a hearing examiner to conduct either formal or informal hearings. The Board shall promptly notify the faculty member of its decision in this regard in writing and shall include in the notice an extract of its minutes which includes the rationale pertaining to the decision.
5. In the event there is at any time a difference between this Article and any provision of Florida Statutes or State Board of Education Regulations, the Florida Statute or the State Board of Education Regulation shall prevail.
6. Nothing in this Article shall be deemed to give any faculty member not on continuing contract status any property interest in his or her employment.
7. Any disciplinary action ordered by the Board of Trustees against a faculty member shall be reviewable only by appeal in accordance with applicable law to the appropriate State of Florida District Court of Appeals.
8. During all disciplinary proceedings, a faculty member shall have the right to consult with, and be represented by, a representative of his or her choice.
9. The faculty member shall have the right to respond to disciplinary action in writing and have that response attached to the report of discipline. If

any material is found, through mutual agreement, grievance process, or court proceeding, to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the faculty member and the inaccurate or inappropriate material shall be placed in the personnel file in a sealed envelope. The sealed material shall not be subject to examination or review except by written agreement between the faculty member and the Board, as part of a related formal grievance procedure, or by court order.

17.04 Personnel Files

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

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

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

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

17.05 Worker's Compensation

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

17.06 Initial Credentialing

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

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

Competence may be established through workshops, coursework, or other experience as determined by the immediate supervisor. However, individual departments may require additional training for initial credentialing.

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

- C. Also, as part of the initial FDP, each newly hired faculty member will participate in the Faculty Mentoring Program. Newly hired faculty members will be paired with an experienced tenured faculty member for one to two years, as determined by the College. This mentoring program aims to enhance the faculty member's knowledge of the College and his or her own philosophy of teaching in order to improve overall opportunities for student success, professional success of the faculty member, and faculty retention.
- D. Upon completion of the initial FDP, the faculty member will submit a completion report to his or her immediate supervisor. The completion report

will be routed through the appropriate chain of command to the Vice President of Academic Affairs. The completion report should be submitted to the immediate supervisor by the end of the drop/add period of the Fall semester following the third full academic year of employment.

17.07 Professional Development

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

A. Faculty Development Plan

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

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

1. Each faculty member shall plan, complete, and report professional development activities on a recurring three-year cycle, starting immediately after the completion of the initial faculty development plan. Each faculty member shall file a new FDP within the first sixty calendar days of his or her cycle and shall complete the activities specified in that plan during the three-year period.
2. The direction and composition of the FDP are primarily the responsibility of the faculty member but require administrative approval. Each FDP shall be consistent with the mission and goals of the department and the College and shall consist of activities related to the faculty member's duties at the College. The faculty member initiates each new FDP which is subject to administrative approval.

3. Whenever the College determines that a faculty member does not meet the current Southern Association of Colleges and School's (SACS) guidelines for adequate "professional and scholarly preparation" in his or her primary teaching field, the Vice President of Academic Affairs shall direct the faculty member's supervisor to schedule a meeting with the faculty member within ten (10) duty days. The purpose of that meeting shall be to notify the faculty member of the SACS deficiencies and to direct the faculty member to submit an amended FDP that includes a schedule to correct identified deficiencies. Within thirty (30) calendar days of the initial meeting the faculty member shall schedule an appointment with his or her immediate supervisor to deliver and review the amended FDP. The amended FDP shall document the faculty member's plan for meeting SACS guidelines as soon as practicable, not to exceed a three year period. In the event that the faculty member and the immediate supervisor cannot agree on the amended FDP, the immediate supervisor shall submit the faculty member's amended plan along with his or her recommendations to the Vice President of Academic Affairs. The Vice President of Academic Affairs shall make the final decision concerning the faculty member's amended FDP to meet SACS guidelines and communicate that decision to both the immediate supervisor and the faculty member. The immediate supervisor and the faculty member shall sign the amended FDP. Failure on the part of the faculty member to adhere to the schedule to remediate identified SACS deficiencies may result in disciplinary action, as defined in section 17.03.
4. Each faculty member's FDP and progress toward completing the plan shall be reviewed annually by the faculty member with his or her immediate supervisor during the faculty evaluation process. The FDP may be amended, if appropriate, but only with the approval of the immediate supervisor. Because availability of professional growth activities is not always predictable, the FDP also may be amended at other times as needed with the approval of the immediate supervisor. The process to amend the FDP will require the faculty member to complete and submit a new Appendix O for immediate supervisor approval. If the immediate supervisor does not approve the new FDP, the current FDP will remain in effect.
5. If an FDP is not initiated within the allotted time frame, or if an FDP is not completed on schedule, the faculty member may be subject to disciplinary action, as defined in section 17.03, unless an extension is granted in writing prior to the deadline by the Vice President of Academic Affairs.

B. Completion of the Faculty Development Plan

1. It is the responsibility of the faculty member to prepare and submit an acceptable completion report to his or her immediate supervisor for

approval within sixty days of the end of the three-year cycle. The faculty member is responsible for providing evidence of completion of activities contained in the FDP.

2. The completion report, and therefore the current FDP, is not complete until it has written administrative approval. An FDP for the next three-year cycle shall not be approved until administrative approval has been given to the completion report. If an FDP completion report is not submitted on schedule, the faculty member may be subject to disciplinary action, as defined in section 17.03, unless an extension is granted in writing prior to the deadline by the Vice President of Academic Affairs.

17.08 Promotions

The instructional faculty, library faculty, and counseling faculty shall hold professorial ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

A. General Considerations

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

semester of an academic year shall be credited with having served a full year in rank for purposes of the promotion process.

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

6. A faculty member will not be eligible for consideration for continuing contract until all requirements defined in 17.06.A, 17.06.B, and 17.06.C have been completed. A faculty member will not be eligible for consideration for continuing contract until he or she has completed at least three full years of satisfactory service at the College.
7. The awarding of continuing contract is at the sole discretion of the College and the District Board of Trustees.
8. Promotion in rank may be awarded prior to the awarding of continuing contract. The awarding of promotion does not in any way create the expectation of the awarding of continuing contract.

B. Requirements for Rank Advancements

1. Assistant Professor

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

2. Associate Professor

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

Advancement to Associate Professor carries with it the obligations to present evidence of significant service at both the department and the broader College level as well as service in the discipline or in the community. To be considered for the rank of Associate Professor, a

faculty member must hold continuing contract status, must be in at least the third year in rank as Assistant Professor, must submit an acceptable application for promotion, and must demonstrate consistently successful teaching. Promotion, if granted, will be effective the following contract year.

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

3. Professor

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

C. Process of Promotion

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

fifteen letter-sized pages, the applicant may attach appendices of no more than ten (10) letter-sized single-sided pages to support claims made in the promotion application.

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

within the department to discuss privately the content and assessment of his or her promotion materials, including the applicant's strengths and areas in which improvement is needed, a thorough explanation of the points assigned according to the F.P.C. and delineated on the completed Appendix S. If the faculty member chooses not to meet with the immediate supervisor, he or she shall provide a written statement to that effect to be included in the packet. If the faculty member declines the conference and fails to provide such written notice, the immediate supervisor shall still be considered to have met his or her obligation regarding the promotion conference.

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

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

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

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

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

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

9. At Level IV the Vice President of Academic Affairs shall review all materials submitted, determine that the specified process of promotion has

been followed, and forward the prioritized list to Level V for approval by the President.

10. Upon approval of promotions by the President of the College, and not later than May 7th, the Vice President of Academic Affairs shall send to all appropriate supervisors and the President of the Faculty Association a listing of the candidates for promotion, indicating those who were awarded promotions. Concurrently, each applicant shall be sent a letter from the Vice President of Academic Affairs, on the same day by the same means of delivery, indicating the outcome of his or her promotion application. The letter sent to a faculty member denied promotion shall summarize the weak areas in the promotion packet. The faculty member may meet with his or her immediate supervisor to discuss amending the Faculty Development Plan or other appropriate actions to address areas of weakness. One week following the mailing of the letters to the promotion applicants, a listing of those receiving promotions shall be forwarded to the Public Information Office for publication in the Green and White.

11. Promotion Process Chart

Level	Office/Committee	Forwarding/ Completion Date
Level I	Immediate Supervisors Student Services Directors	March 1
Level II	Dean	March 8
Level III	Joint Promotion Committee	April 20
Level IV	Vice President of Academic Affairs	April 30
Level V	President of the College	May 7

D. Joint Promotion Committee

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

4. The Chair of the Committee shall vote only to break a tie.

E. Number of Promotions

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

17.09 Travel Expenses

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

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

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

ARTICLE 18

DISTANCE LEARNING

18.01 Introduction

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

18.02 Faculty Jobs Protection

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

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

18.03 Instructional Assignments

- A. As long as traditional modes of delivery are available, participation by members of the bargaining unit in distance learning courses, whether as part of a regular teaching load or as overloads, will be strictly voluntary. The decision by a member of the bargaining unit not to participate will not be used in any evaluative manner.
- B. No faculty shall be assigned to teach a distance learning course that involves learning new technologies without training in those technologies.
- C. No faculty member shall be assigned to teach a distance learning course using new technologies without adequate prior opportunity to prepare the course materials required using those technologies.

18.04 Workload Points and Class Size

- A. The parties mutually acknowledge that educational outcomes and the quality and effectiveness of instruction shall be important considerations when the combined number of students enrolled in any one distance learning course section is set. The number of students assigned to any one distance learning course section shall be determined by the immediate supervisor in

consultation with the faculty member responsible for that section and should normally be consistent with the work requirements set for the regular course sections in that discipline. However, because certain methodologies of distance learning may require different work by faculty than normally required in traditional classroom setting, class size must be set on a section-by-section basis by the immediate supervisor in consultation with the faculty member.

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

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

APPENDIX A

GLOSSARY

Academic Year

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

Community Service

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

Contact Hour

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

Contractual Period

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

Disciplinary Action

Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based only on a faculty member's work-related performance and administered only by the appropriate administrator. All formal discipline shall be timely, fair, and only for just cause, and shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Disciplinary action shall include the following steps of increasing discipline: oral warning, written warning, written reprimand, suspension with or without pay, return to annual contract, and dismissal. If the severity of the actions under consideration so warrants, discipline may begin at a higher level than the first step or proceed to a higher level than the next sequential step. Other unrelated actions subject to discipline are separate events and disciplinary action will begin at the appropriate level.

Normally, however, discipline will progress through the steps established above. All discipline, as defined herein, is subject to challenge by the grievance procedure in Article 10 of this contract. Anonymous complaints shall not be used as evidence in support of disciplinary action(s). However, the results of student feedback surveys collected by the College pursuant to section 11.02 (Student Feedback on the Classroom Learning Process and Environment) may be used in support of personnel decisions.

Duty Day

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

Evening Assignment

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

Grievance

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

Office Hour

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

OPA Hour

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

Release Time

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

Seniority

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

APPENDIX B

OFFICIAL STUDENT GRADE GRIEVANCE AND ACADEMIC APPEALS PROCEDURES

A. Basis for Initiating a Student Grade Grievance

In order to institute this grade grievance procedure, the student will be prepared to show that course or grade requirements were not clearly explained in the course syllabus, requirements were not uniformly applied, requirements were changed without sufficient notice or for capricious reasons, the instructor's data was not accurate, the final course grade could not be reasonably derived from data given, and/or prejudice affected assignment of the grade. The outcome of the process may be that the assigned grade will stand, assignment of the grade will be postponed until some agreed upon work has been completed, another grade will be substituted for the one originally assigned, or a compromise fitting the specific situation is reached.

B. Informal Grade Grievance Procedure

1. Within 10 working days of posting of grade, student meets with instructor and discusses disagreement with grade assignment.
2. Within 10 working days of discussion with student, instructor must give "fair hearing" to student's claim and must render decision: grade as assigned stands or grade is adjusted.
3. If student is dissatisfied with decision, the student will meet with the faculty member's immediate supervisor within 10 working days and discuss disagreement. Supervisor meets with instructor and discusses dispute and attempts to resolve it within 10 working days.
4. If student is dissatisfied with decision, the student will meet with the next higher instructional administrator within 10 working days to discuss disagreement. The administrator has 10 working days to attempt resolution.

C. Formal Grade Grievance Procedure

1. Within 10 working days of student's notification of the administrator's response, student may begin formal grievance with the Vice President of Academic Affairs.
2. Student must outline grievance, in writing, and present the petition to the Vice President of Academic Affairs.
3. The Vice President of Academic Affairs will appoint a chairperson for a one-time panel comprised of three students and three faculty members, none of whom shall have any direct connection with the parties involved.
4. The panel must conduct a formal meeting within 10 working days during which time the panel will hear from all parties.

5. The panel will meet in closed session and reach a decision by secret ballot.
6. The panel chair will provide the panel's recommendation to the Vice President of Academic Affairs, in writing, within 10 working days after the end of the formal meeting.
7. The Vice President of Academic Affairs will review the process involved and the recommendation made by the panel. The Vice President will notify the faculty member of the resolution and provide follow-up communication to the student.

D. Reinstatement in Class

1. Student contacts the instructor to discuss the possibility of reinstatement and continuing in class from which withdrawn for non-attendance (traditional classroom) or non-participation (distance learning).
2. The instructor either approves the student's continued attendance and reinstatement or indicates that the withdrawal stands. If approved, the instructor processes the reinstatement in e-Roster.
3. The student may appeal the instructor's disapproval to the Student Academic Appeals Committee by filing a formal petition.
4. Within 10 days of receiving the student's petition, the Student Academic Appeals Committee will review the appeal and notify the student, in writing, of the decision.
5. Within 10 working days of the student's notification, the student may appeal, in writing, to the Vice President of Academic Affairs.

E. Late Withdrawal

1. Student files petition to the Student Academic Appeals Committee requesting approval for a late withdrawal in a course (or a change from "F" or "N" to "W" in the event the class has already ended).
2. Within 10 working days of receiving the student's petition, the Student Academic Appeals Committee will review the appeal and notify the student, in writing, of the decision.
3. Within 10 working days of the student's notification, the student may appeal, in writing, to the Vice President for Instructional of Academic Affairs.

F. Waiver of Standing Policies

1. Student files petition to the Student Academic Appeals Committee requesting a waiver of a standing policy for purposes of graduation or as needed for the student's individual set of circumstances.
2. Within 10 working days of receiving the student's petition, the Student Academic Appeals Committee will review the appeal and notify the student, in writing, of the decision.

3. Within 10 working days of the student's notification, the student may appeal, in writing, to the Vice President of Academic Affairs.

APPENDIX C

FACULTY SCHEDULE FORM*

FACULTY MEMBER _____

OFFICE TELEPHONE _____ OFFICE ROOM NUMBER _____

SEMESTER _____ SESSION _____

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

Fall and Spring Semesters

Standard Load Class Contact Hours Per Week	_____
Release Time Per Week (If Any)	_____
Office Hours Per Week	_____
Subtotal (Not Less Than 25)	_____
Opa Hours Per Week (Including Community Service)	_____
Standard Assignment Total Per Week	_____
Must =	35
Overload Hours Per Week	_____
Total Hours Worked Per Week	_____

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

Guaranteed Assignment Class Contact Hours Per Week	_____
Release Time Per Week (If Any)	_____
Office Hours Per Week	_____
Guaranteed Assignment Total Per Week	_____
Overload Hours Per Week	_____
Overload Hours Per Week (If Any)	_____
Total Hours Worked Per Week	_____

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

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

WORKLOAD CALCULATION

FACULTY MEMBER _____

SEMESTER _____ (Fall and Spring semesters only)

SECTION NUMBER	COURSE	ENROLLMENT	CONTACT HOURS PER WEEK	# OF WEEKS	POINT FACTOR	LOAD POINTS	COMMENTS
TOTAL STANDARD LOAD						900	

					_____	_____	
					_____	_____	
					_____	_____	
					_____	_____	
TOTAL OVERLOAD							

FACULTY MEMBER

DATE

IMMEDIATE SUPERVISOR

DATE

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

APPENDIX D
COMMUNITY SERVICE FORM

NAME _____

DEPARTMENT _____

Name of Agency, Organization, or Group:

Description of Activity:

Schedule of Days and Times Worked Each Week:

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

Faculty Member

Date

Approved _____

Immediate Supervisor

Date

APPENDIX E

LAB DEFINITIONS FOR WORKLOAD

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

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

APPENDIX F

RELEASE TIME FORM

Name		ID#	
Department		Cost Center	

applies for/is assigned to release time for Semester: _____

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

for the purpose of _____

upon the following conditions _____

Faculty Member

Date

Immediate Supervisor

Date

Dean

Date

Vice President, Academic Affairs

Date

Note: If release time is awarded for any items covered in 6.06, an IPA must be completed and attached.

Note: According to Florida Statutes, the release time request is not complete until approved by the President.

APPENDIX G

PROGRAM COORDINATOR/DIRECTOR DUTIES

Description of responsibilities to be assumed by

Faculty Member _____

Program _____ Academic Year _____

Total Points Awarded
for the Year _____ ÷ 60 = _____ Hours of Release Time
Awarded for the Year

Hours of Release Time for Term I _____

Hours of Release Time for Term II _____

Hours of Release Time for Summer _____

RESPONSIBILITY	POINTS AWARDED	TERM I	TERM II	SUMMER
1. <u>Admissions</u> A. Chairs limited access program admissions committee/coordinates process (45 points per year) B. Writes/revises packet of information for prospective students (15 points per year)				

RESPONSIBILITY	POINTS AWARDED	TERM I	TERM II	SUMMER
<p>2. <u>Student Support Services</u></p> <p>A. Conducts/coordinates orientation for new students (15 points per year)</p> <p>B. Conducts/coordinates orientation for prospective students (15 points per year)</p> <p>C. Assumes primary responsibility for written and telephone inquiries from new and prospective students (30 points per year)</p> <p>D. Provides student services-related support to program enrollees in addition to his or her own students (45 points per year)</p> <p>3. <u>Accrediting Agency Duties</u></p> <p>A. Prepares ad hoc accreditation and annual placement reports, (e.g. personnel changes, curriculum updates, graduate follow-up) (60 points per year)</p> <p>B. Performs designated liaison duties with accrediting agency (30 points per year)</p>				

RESPONSIBILITY	POINTS AWARDED	TERM I	TERM II	SUMMER
<p>4. <u>Off-Campus Site Coordination</u> (For courses other than or in addition to those contained in his or her standard load.)</p> <p>A. Arranges off-campus clinical, work experience, or internship sites (60 points per year)</p> <p>B. Schedules preceptors/clinical staff throughout the term (60 points per year)</p> <p>C. Prepares incident reports regarding student performance in off-site or clinical settings (30 points per year)</p> <p>D. Arranges for substitute instructors throughout the term (30 points per year)</p> <p>E. Serves as designated on-call person for students and faculty outside scheduled student contact hours (45 points per year)</p>				
<p>5. <u>Adjunct Instructor Coordination</u></p> <p>A. Assumes primary responsibility for recruiting and orienting adjuncts to the department/program (30 points per year)</p> <p>B. Processes adjunct timesheets (15 points per year)</p>				

RESPONSIBILITY	POINTS AWARDED	TERM I	TERM II	SUMMER
6. <u>Coordination of non-Credit Instruction</u> Coordinates the creation, scheduling, and instruction of non-credit (supplemental or contract) instruction associated with the program (45 points per year)				
7. <u>Liaison to Advisory Committee</u> Serves as designated liaison to program advisory committee (meeting more than twice a year) and assists in preparation and follow-up for those meetings (30 points per year)				
8. Other Duties As Assigned				

Total Points Awarded _____

Faculty Member

Date

Immediate Supervisor

Date

Note: If release time is awarded for any items covered in 6.06, an IPA must be completed and attached.

Note: Point limits as outlined in the table are meant as guidelines and may be changed to reflect the duties of the faculty member.

APPENDIX H

FACULTY SUBSTITUTION FORM

(Required only for overload pay request)

Name _____

Employee ID # _____

Department _____

Date and Time of Substitution _____

Campus Location of Substitution _____

Course Number _____ Section _____

Regular Instructor _____

Date and Time of Additional Service
(Beyond the thirty-five hour work week
as defined in Article 9) _____

Nature of Additional Service _____

Faculty Member _____ Date _____

Immediate Supervisor _____ Date _____

ATTACH A COPY OF FACULTY SCHEDULE FORM (APPENDIX C)

APPENDIX I

GRIEVANCE FORMAT (STEP 1)*

Grievant's Name _____

Campus and Department _____

Mailing Address _____ Telephone _____

PSCFA Grievance Committee Representative _____

Telephone _____ Date of Incident Being Grieved _____

Section(s) of Collective Bargaining Agreement Related to Grievance:

Specific Description of Violation/Misapplication of Above Section(s) (including resultant harm to grievant):

Specific Remedy Sought by Grievant:

Step One Response Due Date (14 College business days after receipt of this form) _____

Immediate Supervisor Response:

Signature of Grievant

Date

Received by (Immediate Supervisor or designee)

Date

cc: PSCFA President
Board of Trustees Contract Administrator

***This appendix may be used as a form for submission of a grievance or as a format to follow when submitting a grievance. Attach additional pages as necessary. Please insure that all requested information is included.**

APPENDIX J

ANNUAL FACULTY EVALUATION FORM

Faculty Member _____

Department _____

Time Period Covered
By the Evaluation _____

Date of
Evaluation _____

Evaluation Prepared By _____

The written evaluation shall be attached to this form. The evaluation comments shall be organized according to the outline presented below.

- I. Teaching/Job Effectiveness
- II. Professional Development/Scholarly Activity
- III. Service to the Department, College, Discipline, and/or Community
- IV. Other Regular Assigned Duties
- V. Progress on Completing Faculty Development Plan
- VI. Overall Assessment of the Faculty Member's Performance

Faculty Member

Date

Evaluator

Date

(The faculty member's signature indicates receipt of the attached written evaluation, but not necessarily that he/she agrees with its contents.)

APPENDIX K-1

**FACULTY EDUCATIONAL ACHIEVEMENT INCENTIVE
PRE-APPROVAL REQUEST**

(To be completed before beginning coursework/degree program or at the time of hire)

Name _____ Department _____

Rank _____ Date of Hire as Full-Time Faculty _____

Degree to Be Pursued (Level and Major) _____

Regionally Accredited Institution at Which Degree Will Be
Pursued _____

Projected Date to Begin Coursework _____ Number of Credit Hours to Complete _____

Projected Date to Earn Degree _____

Justification for Pursuit of the Degree (Attach separate page(s) if necessary.)

Signature of Faculty _____ Date _____

Immediate Supervisor _____ Recommend Approval _____ Do Not Recommend Approval

Signature _____ Date _____

Dean (If Applicable) _____ Recommend Approval _____ Do Not Recommend Approval

Signature _____ Date _____

_____ Approved

_____ Not Approved

Vice President of Academic Affairs

Date

If Not Approved by Vice President of Academic Affairs:

_____ Approved

_____ Not Approved

President

Date

APPENDIX K-2

FACULTY EDUCATIONAL ACHIEVEMENT INCENTIVE APPLICATION

(To be completed following completion of approved coursework/degree program)
Attach copy of approved Appendix K-1

Name _____ Date _____

Employee Identification Number _____

Department and Campus _____

LEVEL APPLIED FOR BA/BS MA/MS MA+/MS+ DOCTORATE

LEGIBLE TRANSCRIPT* COPIES MUST BE ATTACHED

COURSE NUMBER	COURSE TITLE	COLLEGE OR UNIVERSITY	GRADUATE OR UNDERGRADUATE	SEM. HRS

***An official copy of each transcript must be placed on file in Human Resources and a legible copy of each transcript must be attached.**

SPECIAL CERTIFICATION PROCESS

COURSE NUMBER	COURSE TITLE	SCHOOL	DESCRIPTION	TOTAL HOURS

Faculty Member _____ Date _____

Recommend _____ Not Recommend _____

Immediate Supervisor _____ Date _____

Comments:

Recommend _____ Not Recommend _____

Dean _____ Date _____

Comments:

Approved _____ Not Approved _____

Vice President of Academic Affairs _____ Date _____

Comments:

APPENDIX L

EDUCATIONAL REQUIREMENTS FOR PAY LEVEL CATEGORIES

EDUCATIONAL REQUIREMENTS FOR PAY LEVEL CATEGORIES	
DEGREE LEVEL FOR PAY LEVEL	EDUCATIONAL REQUIREMENTS
Bachelor's or less	Approved Associate degree or Bachelor's degree
Master's	Approved Master's degree with 18 graduate semester credits in-field or Approved Master's degree with in-field major
Master's Plus	Master's degree* in-field plus 30 graduate semester credits* in-field beyond the requirements for the Master's degree in a planned, approved graduate program*, or a Master's degree* with at least 48 graduate semester credits* in-field of which 30 graduate semester credits* in-field are in a planned, approved graduate program.*
Doctorate	Earned, approved Doctorate.*

*Must be from a regionally accredited institution

APPENDIX M

PENSACOLA STATE COLLEGE 2012-2013 ACADEMIC CALENDAR

2012		TERM I	Days by Month
August 20, 21, 22	(M-W)	Faculty Return (non-teaching duty days)	-
August 23	(R)	Classes Begin	07
September 3	(M)	Labor Day Holiday	19
October 18	(R)	Midterm	23
November 12	(M)	Veteran's Day Holiday	-
November 21	(W)	Thanksgiving Day Holiday Begins @ 4:00 pm	-
November 22-25	(R-U)	Thanksgiving Holidays	19
December 12-14, 17, 18	(W-F, M-T)	Final Exams Day	
December 11-13, 17	(T-R, M)	Final Exams Night	
December 18	(T)	Last Day of Term	12
December 16	(U)	Graduation Commencement	
December 19-31	(W-M)	Winter Break	
			<hr/> 80

2013		TERM II	CLASS DAYS
January 1	(T)	New Year's Day Holiday/Winter Break	
January 2	(W)	Staff Returns	
January 4	(F)	Faculty Return (non-teaching duty days)	-
January 7	(M)	Classes Begin	18
January 21	(M)	Martin Luther King Holiday	-
February 22	(F)	All College Day (non-teaching duty day)	
February		Number of Days	19
March 5	(T)	Midterm	-
March 25-31	(M-U)	Spring Break	16
April		Number of Days	22
April 30, May 1-3, 6	(T-M)	Final Exams Day	-
April 29, 30, May 1, 2	(M-R)	Final Exams Night	-
May 6	(M)	Last Day of Term	04
May 5	(U)	Graduation Commencement	-
			<hr/> 79

2013		TERM III	CLASS DAYS
May 13	(M)	Faculty Return	
May 13	(M)	Classes Begin (Sessions A, B)	14
May 27	(M)	Memorial Day Holiday	-
June 3	(M)	Midterm (6-week classes) (Session B)	-
June 19, 20	(W,R)	Final Exam (Night 6-week classes) (Session B)	-
June 20, 24	(R, M)	Final Exam (Day 6-week classes) (Session B)	-
June 24	(M)	Last Day of Session B (6-week classes)	16
June 24	(M)	Midterm (12-week classes) (Session A)	
June 25	(T)	Break	
June 26	(W)	Classes Begin (6-week classes) (Session D)	03
July 4	(R)	Independence Day	-
July 17	(W)	Midterm (6-week classes) (Session D)	22
Aug 1, 5, 6	(R, M-T)	Final Exams (Night 12-week Classes) (Session A)	-
August 6, 7	(T, W)	Final Exams (Day 12-week Classes) (Session A)	-
August 5, 6	(M, T)	Final Exam (Night 6-week Classes) (Session D)	-
August 6, 7	(T, W)	Final Exam (Day 6-week Classes) (Session D)	-
August 7	(W)	Last Day of Term (Sessions A, C, D)	05
			<hr/> 60

Total number of class days 219

APPENDIX N
RECORD OF DISCIPLINARY ACTION

Faculty Member _____

Level of Disciplinary Action _____

Date of Disciplinary Action _____

Date of Activity or Event Prompting Disciplinary Action _____

Description of Activity or Event Prompting the Disciplinary Action

(Note: For an oral warning, use form only to document the warning; do not attach additional information or documentation. For disciplinary actions above the level of oral warning, describe situation and attach additional pages or documentation as needed.)

Administrator

Date

Faculty Member

Date

Note: The above signatures verify only that the faculty member and the administrator have discussed the disciplinary action and do not indicate the faculty member is in agreement with the action.

Copies: Faculty Member
 Faculty Member Personnel File Privacy Folder

Appendix O-1

Application for Initial Credentialing

Name _____ Department _____

Plan Start Date _____ Plan Completion Date _____

List the activities you have completed for each requirement. If an activity was not completed at Pensacola State College, you must include documentation describing the event. College course work must be accompanied by a transcript (copy) and course description.

I. New Faculty Orientation Date _____

List the specific training activities completed:

Training Activity

_____	_____
_____	_____
_____	_____
_____	_____

II. Areas Requiring Demonstration of Competence*

A. Curriculum and Instruction

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Psychology of Learning

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Tests and Measurements

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. The Community College

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

E. Classroom Management

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

F. Learning Technologies

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

G. Issues Affecting Higher Education

Title or Brief Description	Clock Hours	Date	Location (if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

H. Additional Training (if required)

Title or Brief Description	Clock	Date	Location
----------------------------	-------	------	----------

	Hours		(if not College)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. New Faculty Mentoring Program

Name of Mentor _____

Mentor's Department _____

The faculty member understands that the Initial Credentialing Plan is an initial Faculty Development Plan (FDP) for the first three years of employment. A faculty member will not be eligible for continuing contract nor promotion unless all the requirements of the Initial Credentialing Plan have been met.

Faculty Member _____ Date _____

Immediate Supervisor _____ Date _____

Next Level Supervisor _____ Date _____

V.P. of Academic Affairs _____ Date _____

* Supervisor's must include a justification when approving credit for prior work/experience.

APPENDIX O-2

FACULTY DEVELOPMENT PLAN (FDP)

Name: _____ Department: _____

Date: _____ Expiration Date of Previous Plan: _____

Time period for which this plan applies and during which the activities must take place:

Note: FDP's are three-year plans

_____ to _____

I. Check the general area(s) to be pursued in the proposed FDP. (Consult Section 17.07.)

- _____ A. Teaching/Job Effectiveness – Includes relevant projects related to the faculty member's job but going beyond the usual routine day-to-day duties. For example, the faculty member may conduct research or carry out other projects associated with course enhancement, improvement of teaching and learning, improvement of librarian or counseling services, and improvement of other processes or products that are directly related to teaching and learning or other job functions.
- _____ B. Professional Development/Scholarly Activity – Includes workshops at the college whether serving as a participant, a presenter, or a workshop coordinator; relevant seminars, workshops, forums, and conferences sponsored by professional societies or by appropriately qualified educational organizations; relevant coursework at the college or approved coursework offered by other educational institutions; relevant publications, professional presentations, and other relevant creative work; successful completion or maintenance of professional certifications required for the position held at the college; participation in college research activities, in-field research, or other relevant educational research; participation in course development, program development, or other significant curriculum projects; or other approved professional development activities.
- _____ C. Service – Includes service to the department, college, discipline, or community, such as relevant projects and committee work in the department; relevant projects or committee work at the broader college level; volunteer work related to the faculty member's discipline such as with in-field professional organizations, uncompensated reviewing for professional journals, uncompensated reviewing of textbooks and other educational materials that are not part of the faculty member's college duties, judging in-field fairs and events; and volunteer work in the community related to the faculty member's discipline or to the broader mission of the college.

II. Activities to be completed for general area(s) indicated in Section I

- A. Relevant structured training (workshops, seminars, professional meetings, webcasts, coursework, etc.)

Title or Brief Description	Clock	Date	Location
----------------------------	-------	------	----------

	Hours		(if not college)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Other relevant activities. Describe the activity, give the projected number of hours to be spent on the activity, estimate its benefit to the college, and state its relevance to the mission of the college.

Activity:

Activity:

Activity:

Note: The FDP Completion Report will require documentation of completion for all activities included in the FDP. Any undocumented activity will not be considered to have been completed.

Faculty Member Signature

Date

Signatures of Administrative Approval: If changes are needed before approval is granted, the administrator will so indicate in the space for comments. If the plan is not recommended at any level in the process and if the faculty member so requests, the plan may still be forwarded to the Vice President of Academic Affairs for ultimate determination.

NOTE: Administrative approval of the Faculty Development Plan does not guarantee funding of the proposed activities. Any academic degree pursued while employed at Pensacola State College will require advanced administrative approval to be considered for the educational achievement incentive.

Immediate Supervisor

Recommend Approval: _____
Comments:

Do not Recommend Approval: _____

Immediate Supervisor Signature

Date

Next Level Supervisor

Recommend Approval: _____
Comments:

Do not Recommend Approval: _____

Next Level Supervisor Signature

Date

Vice President of Academic Affairs

Approved: _____
Comments:

Not Approved: _____

Vice President,
Academic Affairs Signature

Date

APPENDIX P

INTELLECTUAL PROPERTY AGREEMENT

Name _____ Department _____

Description of the Work Being Developed:

Date of Delivery of the Completed Work: _____

Schedule for development of the work to be delivered, with measurable benchmarks:

Compensation to the Faculty Member:

Total Compensation \$ _____

_____ Hours of release time for _____ (Semester, i.e. 20012)

(Attach copy of approved release time form)

When receiving release time, faculty member assigns all ownership and control of the work to the College unless otherwise approved by the College.

_____ Hours of overload for _____ (Semester, i.e. 20012)

_____ Hours per week x _____ Weeks x _____ Overload rate = _____ Compensation

_____ Hours to count toward the faculty member's Faculty Development Plan

(Attach copy of current Faculty Development Plan)

Other Compensation (Describe) _____

Estimated Cost* Expected to be Incurred by the College (Other than shown above):

Video Studio Time _____

Printing Costs _____

Equipment Purchase _____

Materials Purchased _____

Other Costs _____

Estimated Total Cost to College _____

*If actual costs exceed the estimates, the Administration will provide evidence for the increased costs.

Place a check by each items being developed as a part of the work. Use the codes listed below to indicate the level of ownership and control the faculty member will exercise after the acceptance of the work by the Administration.

Type of Material	Level of Control Agreed to by Faculty Member and College
_____ Course Syllabus	_____
_____ Course Objectives	_____
_____ Course Content Outline	_____
_____ Course Schedule	_____
_____ Power Point Presentations	_____
_____ Digital Media	_____
_____ HTML Document (Web Pages)	_____
_____ Computer Programs	_____
_____ Course Handouts	_____
_____ Problem Sets	_____
_____ Problem Solutions	_____
_____ Sample Exams	_____
_____ Sample Exam Solutions	_____
_____ Workbooks	_____
_____ Course Reviews	_____
_____ Study Guide	_____
_____ Slides and Overheads	_____
_____ Photographs	_____
_____ Other (Describe)	_____
_____	_____
_____	_____
_____	_____

C = Complete

Complete ownership and control by the faculty member. The faculty member will determine all forms of use.

N = None

No ownership and control. The faculty member assigns all ownership and control of the work to the College.

J = Joint Use

The College owns the work, but the faculty member has first right of refusal to modifications and retains ownership and control of defined parts of the work upon termination of employment at the College.

NM = No Modification

The College may use, but not modify, the materials without the faculty member being given first right of refusal to modify the work.

F = Faculty

The faculty member will have the right of approval when other faculty members are to use all or parts of the work.

T = Termination

The College will have the right to use the materials after the College no longer employs the faculty member.

MC(#) = Marketing by College (#)

The College will have the right to market the material for sale. The percentage in parentheses indicates the percentage of gross revenues the faculty member will receive after the College's initial investment is repaid.

MF(#) = Marketing by Faculty Member (#)

The faculty member will have the right to market the work for sale. The percentage in parentheses indicates the percentage of gross revenues the College will receive after the College's initial investment is repaid.

O = Other

Describe:

Other Agreements Regarding the Intellectual Property:

This agreement may be revised at any time by the mutual agreement of both the faculty member and the Administration.

The faculty member has been informed of his/her right to consult with the Faculty Association prior to the signing of this contract. _____ (Faculty member Initials)

Faculty Member

Date

Department Head

Date

Dean

Date

Approved _____

Not Approved _____

Vice President of Academic Affairs

Date

APPENDIX Q

FACULTY PROMOTION CRITERIA

The promotion of a faculty member will be based upon points earned in three performance categories. Only items occurring since the last promotion may earn points. In the Teaching/Job Effectiveness category, the maximum partial score is 55 points. For each of the categories on Professional Growth and on Service, the candidate must assign a value of between 10 and 35 points such that their combined point value is 45 points for those two categories collectively. The total maximum number of points possible is 100.

I. TEACHING/JOB EFFECTIVENESS

MAXIMUM POINTS 55

A. Instructional Faculty

1. Teaching/Job Effectiveness Indicators

(35 of the 55 points)

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Relates teaching to clearly identified course objectives.
- b. Is well prepared for class meetings.
- c. Maintains a positive learning climate.
- d. Encourages appropriate student participation.
- e. Presents instruction with interest and enthusiasm.
- f. Responds to students in a positive and appropriate manner.
- g. Assists students to meet course objectives during and beyond class hours.
- h. Evaluates student performance and provides appropriate, timely feedback to students.
- i. Conducts instruction in a clear and well organized manner.
- j. Contributes to review, revision, and development of departmental curriculum.
- k. Accepts additional departmental responsibilities as needed or requested.
- l. Demonstrates collegiality with colleagues.
- m. Demonstrates understanding and support of the educational mission of the department and college.

2. Student Perceptions

(20 of the 55 points)

The following items are examples of materials which may be submitted as documentation:

- a. formal student perceptions, including computer printouts and/or written comments;
- b. letters of appreciation;
- c. teaching awards/nominations;
- d. informal student perceptions.

B. Library Faculty

1. Teaching/Job Effectiveness Indicators

(35 of the 55 points)

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Exhibits sensitivity to needs of students and patrons.
- b. Demonstrates collegiality with colleagues.
- c. Demonstrates understanding and support of the educational mission of the library and the college.
- d. Understands and accommodates needs of the department.
- e. Contributes to improving the efficiency and effectiveness of the library.
- f. Accepts additional departmental responsibilities as needed or requested.
- g. Exhibits working knowledge of current library policies and procedures.
- h. Keeps abreast of current computer operations, library_Automation advances, and other appropriate technical skills.

2. Student and Patron Perceptions

(20 of the 55 points)

- a. Elicits positive responses from patrons on evaluations of library services (if applicable).
- b. Elicits positive responses from students on evaluations of library courses (if applicable).

C. Counseling Faculty

1. Teaching/Job Effectiveness Indicators

(35 of the 55 points)

The following items shall be considered as the indicators of teaching/job effectiveness. All items in this section must be addressed.

- a. Exhibits sensitivity to the needs of students, including application of the appropriate counseling style/technique.
- b. Cooperates with academic departments, faculty, secondary school personnel, and other professionals.
- c. Demonstrates collegiality with colleagues.
- d. Demonstrates understanding and support of educational mission of department and College.
- e. Understands and accommodates needs of department.
- f. Shows initiative in recruiting students.
- g. Contributes to improving the efficiency and effectiveness of student services.
- h. Accepts additional departmental responsibilities as needed or requested.
- i. Demonstrates thorough knowledge and appropriate College application of programs and academic/student services policies and procedures.
- j. Keeps abreast of current student services information resources including, but not limited to, mainframe computer operations, college and university advising software, and other such information tools.

2. Student Perceptions

(20 of the 55 points)

- a. Elicits positive responses from students on evaluations of orientation sessions and teaching (if applicable).
- b. Elicits positive responses from students on evaluations of counseling services (if applicable).

II. Professional Development/Scholarly Activity**10 to 35 POINTS**

The following items shall be considered indicators of professional growth in-field or in complementary fields. All items must be related either to one's duties as a faculty member at the college or to a defined college need. The weighting of the individual items within this category may vary. Only relevant items in this section must be addressed.

- a. Successful completion of courses, seminars, and workshops.
- b. Attendance at local, regional, and national meetings and conferences.
- c. Presentations at local, regional, and national meetings and conferences.
- d. Academic, literary, scientific, or technical publications.
- e. Editing, reviewing, or contributing to textbooks or other academic publications.
- f. Achieving certification in professional field.
- g. Conducting or coordinating professional workshops and seminars.
- h. Artistic performances and presentations.
- i. Membership and participation in professional organizations.
- j. Other appropriate professional growth activities.

III. Service to the Department, College, Discipline or Community**10 to 35 POINTS**

The following items shall be considered indicators of service to the College. The weighting of the individual items within this category may vary. Only relevant items in this section must be addressed.

- a. Membership and participation on departmental or college committees.
- b. Leadership position on departmental or college committees.
- c. Participation in development of new programs, courses and major curriculum projects beyond normal job requirements and expectations included in Teaching/Job Effectiveness category I. A. 1. j. above.
- d. Coordination and/or presentation at college workshops, seminars, CEU programs, etc.
- e. Participation in recruitment activities significantly beyond the normal course of the job.

- f. Participation in departmental, college or in-field research activities.
- g. Major role in planning and implementing college events.
- h. Grant writing.
- i. Sponsorship of a student organization.
- j. Representing the College as a delegate to a state or national professional group or committee.
- k. Initiating or implementing departmental or college projects.
- l. Serving in the College's mentoring program.
- m. Registering and advising students, when not part of the faculty member's regular job.
- n. Volunteer work in the community that is related to the faculty member's discipline or the mission of the College.
- o. Membership and participation in community service organizations.
- p. Leadership position in professional organizations or community service organizations.
- q. Presentations to community groups and organizations.
- r. Judging community events relevant to the faculty member's discipline.
- s. Other appropriate service activities.

**APPENDIX R
APPLICATION FOR PROMOTION
Cover Page**

Name _____ Department _____

Date Joined College Full-Time _____

Year of Continuing Contract _____

Present Rank _____ Effective Date _____

Candidate for Promotion to Rank of _____

Signature _____ Date Submitted _____

I. Teaching/Job Effectiveness: _____ 55 points

II. Professional Development/Scholarly Activity: min. 10 - max. 35 points

Candidate's choice for point value* = _____

III. Service to the Department, College, Community, and/or Discipline: min. 10 - max. 35 points

Candidate's choice for point value* = _____

Total Possible Points (Categories I + II + III)* = 100 points

*Candidates must decide how they want to distribute point values for categories II and III within the allowed ranges given above. The total of points selected for all three categories must equal 100.

For promotion to Assistant Professor, the candidate must describe and document noteworthy service at the department level.

This is included in the Service section of my application: Y N NA

For promotion to Associate Professor, the candidate must describe and document significant service at both the department level and the broader college level, plus service in the discipline or in the community.

This is included in the Service section of my application: Y N NA

For promotion to Professor, in addition to continued significant service as required for promotion to Associate Professor, the candidate must describe and document leadership at both the department level and the broader college level, plus leadership in the discipline or in the community.

This is included in the Service section of my application: Y N NA

APPENDIX S

SUPERVISOR'S SCORING AND RECOMMENDATION

Faculty Member _____ Supervisor _____

I. Teaching/Job Effectiveness Indicators _____ (max 35)

Student and/or Patron Perceptions _____ (max 20)

Subtotal of points awarded by supervisor _____ (max 55)

Supervisor's explanation of points awarded in this section:

II. Professional Development/Scholarly Activity

Point value chosen for this section by the candidate (from Appendix R) _____	Points awarded for this section by the supervisor _____
--	---

Supervisor's explanation of points awarded in this section:

III. Service to the Department, College, Discipline, or Community

Point value chosen for this section by the candidate (from Appendix R) _____	Points awarded for this section by the supervisor _____
--	---

Supervisor's explanation of points awarded in this section:

Total Score by the Supervisor (Categories I + II + III) = _____

Supervisor's Recommendation

_____ I recommend _____ I do not recommend
the faculty member for promotion based upon the reasons included in the narrative that
follows.

Supervisor's Narrative Recommendation:

Supervisor

Date

Next Level Supervisor's Recommendation

_____ I agree _____ I disagree with the immediate supervisor's recommendation.

Next Level Supervisor's Comments:

Next Level Supervisor

Date

APPENDIX T

VERIFICATION OF PROMOTION CONFERENCE

As per Section 17.08C.6 of the Collective Bargaining Agreement, the faculty member and supervisor met on _____ and discussed the content and assessment of the faculty member's promotion package. At that conference, the faculty member was given copies of the following materials:

1. A delineation of points assigned (Appendix S) according to the F.P.C. (Appendix Q).
2. The supervisor's written recommendation for promotion or explanation of reasons for not recommending promotion (Appendix S).
3. Other materials (please list)

Faculty Member

Date

Supervisor

Date

(Signing does not necessarily indicate agreement with the supervisor's assessment or opinions, but does acknowledge that the meeting took place, discussion occurred, and materials were received.)

APPENDIX U

REQUESTING OR DECLINING A GUARANTEED SUMMER ASSIGNMENT

Name _____ Date _____

Department _____

Instructional and Library Faculty Member Request (Due by 1/15)

<p>Requests a guaranteed summer assignment for:</p> <p>_____ session A (12 weeks)</p> <p>_____ session B (first 6 weeks)</p> <p>_____ session C (last 8 weeks)</p> <p>_____ session D (last 6 weeks)</p>	<p>_____ Declines a guaranteed summer assignment</p>
--	--

Instructional or Library Faculty Member

Date

Immediate Supervisor Response (Due by 2/15)

_____ Request Accepted as submitted

_____ Alternate assignment available for:

_____ session A (12 weeks)

_____ session B (first 6 weeks)

_____ session C (last 8 weeks)

_____ session D (last 6 weeks)

_____ combination of sessions _____ and _____

_____ minimum total of _____ hours, schedule TBA

Immediate Supervisor

Date

Dean/Vice President of Academic Affairs

Date

Faculty Member Response (Due by 3/1)

_____ Assignment Accepted

_____ Assignment Declined

Instructional or Library Faculty Member

Date

APPENDIX U
REQUESTING OR DECLINING A SUMMER ASSIGNMENT

Name _____ Date _____

Department _____

Counseling Faculty Member Request (Due by 1/15)

<p>_____ Requests a guaranteed summer assignment of 120 hours to be scheduled in coordination with the 164-day contract.</p>	<p>_____ Declines a guaranteed summer assignment.</p>
--	---

Counseling Faculty Member

Date

Supervisor Response (Due by 2/15)

_____ Request Accepted with 120 hours scheduled as shown on the attachment.

Supervisor

Date

Dean/Vice President, Student Affairs

Date

Counseling Faculty Member Response (Due by 3/1)

_____ Assignment Accepted

_____ Assignment Declined

Counseling Faculty Member

Date

APPENDIX U

REQUESTING OVERLOAD ASSIGNMENT OUTSIDE OF THE FACULTY MEMBER'S DEPARTMENT

Name _____

Date _____

Faculty Member Request (Be specific including department(s), course(s), timeframe, and benefits to the faculty member and the College).

Supervisor _____

Date _____

_____ Recommend Approval

_____ Recommend Disapproval (must include an explanation)

Dean _____

Date _____

_____ Approved

_____ Disapproved (must include an explanation)

APPENDIX V

SABBATICAL LEAVE APPLICATION TITLE PAGE

Name: _____ Date: _____

Department: _____

Date of Full-Time Employment at the College: _____

Date of Previous Sabbatical (If Any): _____

Job Responsibilities: _____

Education

Degree: _____ Major _____ Year: _____

Degree: _____ Major _____ Year: _____

Degree: _____ Major _____ Year: _____

Are You Requesting a: Full Year _____ /Half Year _____ /Semester _____
Sabbatical?

Leave Dates Requested: From _____ to _____
Specify Semesters: From _____ to _____

The following signatures do not necessarily imply approval, but are necessary for appropriate notification to supervisors:

Department Head Dean

Vice President, Academic Affairs

Total application must be typed and
cannot exceed four (4) 8 ½" x 11" pages.

If you are chosen for a sabbatical leave, you will be required to sign a contract which specifies the required employment period following the return from the leave. Approval of pursuit of a degree or coursework contained within the sabbatical application does not imply approval for the Educational Achievement Incentive Pay.

SABBATICAL LEAVE APPLICATION

Respond to all statements. Applicant is limited to no more than **three** typewritten 8 ½" x 11" pages excluding the title page.

NAME: _____ **DATE:** _____

1. Describe the purpose and nature of your sabbatical proposal.
2. How will your sabbatical leave benefit students, the department, and the College?
3. How will the sabbatical upgrade your personal and professional development?
4. Other than your primary duties at the college, what have been your contributions to the College and/or the community?

APPENDIX W
LETTERS OF AGREEMENT

Music Ensemble Load Points

Disciplinary Action

Initial Placement – Pay for Experience – Educational Incentive

Standard Loads – Overload Pay

LETTER OF AGREEMENT

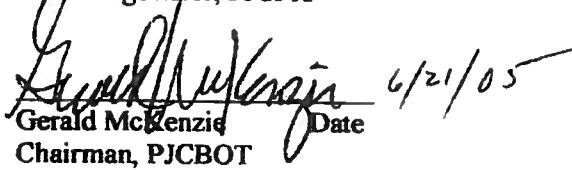
This letter establishes an agreement between the Board and the Faculty Association that current faculty members teaching Ensemble Music classes will be compensated as per established departmental practice. That is, faculty members teaching Music Ensemble will be assigned 50 load points and given 10 load points of release time per contact hour.



Todd Neuman Date
Chief Negotiator, PJCFA



Susan Morgan Date
President, PJCFA



Gerald McKenzie Date
Chairman, PJCBO



G. Thomas Delaino Date
President, PJC

LETTER OF AGREEMENT

This letter establishes an agreement between the College and the Faculty Association to establish a joint committee to develop a white paper that addresses the following issues subject to the Collective Bargaining Agreement:


1. disciplinary action.


The committee shall consist of three members appointed by the President of the Faculty Association and three members appointed by the Vice President of Academic Affairs.


The committee shall schedule an organizational meeting not later than September 10, 2012, and shall meet as required to complete its work not later than December 15, 2012.


The white paper shall be used to open negotiations of the sections of the CBA explicitly addressed by the white paper. Either party may select to open the associated article in order to address sections not contained in the white paper.

This letter of agreement shall become effective upon receipt of all signatures and shall remain in force until December 15, 2012.


Jennifer Brahier Date
Chief Negotiator,
Pensacola State College
Faculty Association


Blaine Wall Date
President,
Pensacola State College
Faculty Association


H. Edward Moore Date
Chairman, Board of Trustees
Pensacola State College


C. Edward Meadows Date
President,
Pensacola State College

LETTER OF AGREEMENT

This letter establishes an agreement between the College and the Faculty Association to establish a joint committee to develop a white paper that addresses the following issues subject to the Collective Bargaining Agreement:


1. initial placement of faculty (salary and rank);
2. rate of pay for years of experience; and
3. educational incentive pay.


The committee shall consist of three members appointed by the President of the Faculty Association and three members appointed by the Vice President of Academic Affairs.


The committee shall schedule an organizational meeting not later than September 10, 2012, and shall meet as required to complete its work not later than December 15, 2012.

The white paper shall be used to open negotiations of the sections of the CBA explicitly addressed by the white paper. Either party may select to open the associated article in order to address sections not contained in the white paper.

This letter of agreement shall become effective upon receipt of all signatures and shall remain in force until December 15, 2012.


Jennifer Brahier Date
Chief Negotiator,
Pensacola State College
Faculty Association


Blaine Wall Date
President,
Pensacola State College
Faculty Association


H. Edward Moore Date
Chairman, Board of Trustees
Pensacola State College


C. Edward Meadows Date
President,
Pensacola State College

LETTER OF AGREEMENT

This letter establishes an agreement between the College and the Faculty Association to establish a joint committee to develop a white paper that addresses the following issues subject to the Collective Bargaining Agreement:


1. calculation of standard loads; and
2. calculation and rates of overload pay.

The committee shall consist of three members appointed by the President of the Faculty Association and three members appointed by the Vice President of Academic Affairs.

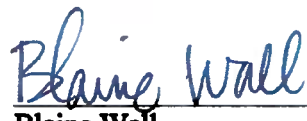
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The white paper shall be used to open negotiations of the sections of the CBA explicitly addressed by the white paper. Either party may select to open the associated article in order to address sections not contained in the white paper.


This letter of agreement shall become effective upon receipt of all signatures and shall remain in force until December 15, 2012.

 6/22/2012

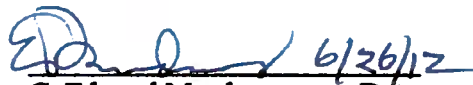
Jennifer Brahier Date
Chief Negotiator,
Pensacola State College
Faculty Association

 4/24/12

Blaine Wall Date
President,
Pensacola State College
Faculty Association

 6/26/12

H. Edward Moore Date
Chairman, Board of Trustees
Pensacola State College

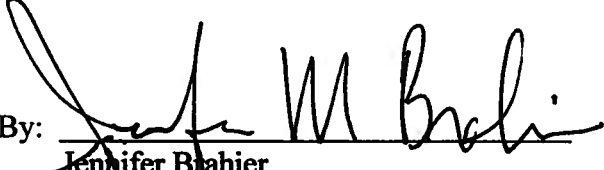

 6/26/12

C. Edward Meadows Date
President,
Pensacola State College

RATIFICATION CERTIFICATE I

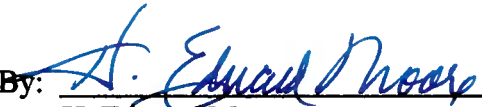
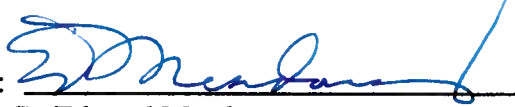
This is to certify that this Agreement was ratified on August 20, 2012, by the members of the bargaining unit described in Article 1.

PENSACOLA STATE COLLEGE FACULTY ASSOCIATION UFF-FEA-NEA

By:  By: 
Jennifer Blahier Blaine Wall
Chief Negotiator, PSCFA President, PSCFA

This is to certify that this Agreement was ratified on September 18, 2012 by the District Board of Trustees of Pensacola State College, Public Employer.

DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE

By:  By: 
H. Edward Moore C. Edward Meadows
Chairperson, District Board of President, Pensacola State College
Trustees