

Collective Bargaining Agreement
between the
Lake-Sumter State College Board of Trustees
and the
United Faculty of Florida, Lake-Sumter State College Chapter

2018-2021

Article I. Recognition

The Lake-Sumter State College Board of Trustees (“Board” or “Employer”) recognizes the United Faculty of Florida, Lake-Sumter State College Chapter (“UFF” or “Union”) as the sole and exclusive collective bargaining agent for all members of the full-time teaching faculty of Lake-Sumter State College (“College”) in all matters concerning wages, hours, and terms and conditions of employment and any other mutually agreeable subjects of collective bargaining. The Board agrees not to negotiate with or otherwise recognize any organization purporting to represent employees of this bargaining unit for purposes of collective bargaining other than the Union.

Article II. Definitions

- A. **Administration** – Those employees designated by the Board as administrators.
- B. **Administrator** – An employee, so designated by the Board, whose duties include the supervision and evaluation of other employees, recommendation for employment and termination of other employees, and management of College resources and facilities.
- C. **Agreement** – This contract between the Board and the Union.
- D. **Bargaining Unit** – All employees of the College whose terms and conditions of employment are governed by this Agreement.
- E. **Board** – The District Board of Trustees of Lake-Sumter State College.
- F. **Classroom** – Either a physical or virtual space in which instruction takes place.
- G. **College**- Lake-Sumter State College.
- H. **Basic Academic-Year Contract** – The term of duty for full-time faculty consisting of those class days in no more than fifteen (15) instructional weeks in each of the Fall and Spring academic terms, for a total of no more than 161 workdays.
- I. **Contract Year** – The period from July 1 of a given year to June 30 of the following year.
- J. **Daily Rate of Pay** – The daily rate of pay for a Basic Academic-Year Contract (nine months) is determined by dividing the faculty member's contractual annual salary by 161.
- K. **Day** – A day during which the College operates and conducts business as designated on its Calendar.
- L. **Hourly Rate of Pay** – The Daily Rate of Pay divided by seven (7).
- M. **Leave of Absence** – Authorization for an employee to be absent from duty for a specified time, ordinarily without negative impact on pay, seniority, benefits, and other terms and conditions of employment.

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- N. **Overload Section** – A section of a course assigned to a faculty member who has already fulfilled his or her fifteen, or in the case of lecturers eighteen, contact-hour teaching load.
- O. **Union/Association** – The United Faculty of Florida Chapter at Lake-Sumter College, affiliated with the FEA, NEA, AFT, and AFL-CIO, also known as UFF-LSSC
- P. **Work/Contact Hours**
1. Clock Hour – Sixty (60) minutes
 2. Office Hour – Sixty (60) minutes
 3. Contact Hour – Fifty (50) minutes
 4. Laboratory Contact Hour – Fifty (50) minutes
 5. Clinical Contact Hour – Fifty (50) minutes
 6. Semester/Credit Hour – The unit of course credit as specified in the College catalog

Article III. General Provisions

Section 1. Duration of Agreement

- A. This Agreement shall be effective as of July 1, 2019 and shall remain in force and effect through June 30, 2021 or until a successor agreement is ratified by the parties, whichever shall be later.
- B. Each party shall be entitled to open this Agreement once during the 2019-2020 contract year and once during the 2020-2021 contract year to negotiate Article _X_ (Compensation), Article _XI_ (Benefits), and one (1) additional article of its choice. Additional articles may be opened only with the mutual agreement of the parties.

Section 2. Supremacy and Severability

- A. This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures of the Board with which it may conflict.
- B. The parties shall comply with all federal, state and local laws/ordinances, including the Florida Administrative Code, and shall comply with the U.S. and Florida Constitutions.
- C. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to state or federal legislation or regulation, the provision shall be modified to the minimum extent necessary to achieve compliance with the relevant statute(s) or regulation(s). The remaining provisions of this Agreement shall remain in full force and effect.

Section 3. Non-Assignment

The rights, duties, and obligations of the Board and the Union included in this Agreement shall not be assigned or transferred without the written consent of both parties.

Section 4. Waiver

- A. Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for resolution of any question, controversy, claim, or matter of difference regarding this Agreement or the performance or breach of any part thereof.
- B. Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform it at any time thereafter, nor shall the waiver of any alleged breach of a term or condition of this Agreement be a waiver of said term or condition thereafter.

Section 5. Non-Discrimination

- A. The Administration shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of the Union.
- B. The Administration shall not discriminate against employees based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, economic status, sexual orientation, gender identity, or political views.
- C. Nothing in this Agreement shall be construed to deny or restrict members of the Union's bargaining unit any rights they may have under applicable state or federal laws or regulations.

Section 6. Contract Printing and Distribution

The parties shall share equally the cost of printing this Agreement for distribution to bargaining unit members and administrators. The Administration shall make an electronic version of the Agreement available on the College website.

Article IV. Discipline

Section 1. Just Cause and Disciplinary Actions

- A. Discipline is intended to be corrective and shall be for just cause.
- B. An employee shall be entitled to due process and an impartial investigation prior to discipline being issued.
- C. Discipline shall be justifiable, administered fairly and objectively, and reasonably related to the extent of the offense.
- D. Discipline for successive instances of related misconduct shall be progressive as follows: documented verbal warning, written reprimand, suspension with pay, suspension without pay, return to annual contract (if applicable), and termination. Serious misconduct may result in the bypassing of one or more steps of progressive discipline.

Section 2. Procedures

- A. The steps of progressive discipline shall adhere to the following guidelines:
 - 1. Documented Verbal Warning – A warning is an informal notification to a faculty member of specific behavior that is inappropriate by or contrary to established rule, policy, or common professional practice. A warning shall outline steps necessary to correct the behavior and documentation of the warning should be kept but not placed in the faculty member's file.
 - 2. Written reprimand – A reprimand is the next step if corrective action is not taken or repeated violations occur. At the time the reprimand is given, or within twenty (20) days thereafter, a conference shall be held with the faculty member and his or her union representative (when applicable) to review the undesirable behavior and establish expectations for future conduct.

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3. Suspension – A faculty member may be suspended without pay by the Board upon the written recommendation of the College President following the faculty member’s receipt of a Notice of Intent to Discipline pursuant to paragraph B below.
 4. Return to annual contract/dismissal – A tenured faculty member may be returned to annual contract status for up to three (3) years, or dismissed, upon the Board’s approval of a written recommendation for such from the College President following the faculty member’s receipt of a Notice of Intent to Discipline pursuant to paragraph B below.
- B. When the President or designee intends to recommend that the Board impose a suspension without pay, return to annual contract, or dismissal, the affected employee shall be provided with a Notice of Intent to Discipline and the reasons therefore, and shall have the right to an informal hearing before the Board prior to the Board’s action on the recommendation.
1. The notice shall be delivered either via certified mail with return receipt requested or in person with written documentation of receipt obtained.
 2. The notice shall advise the faculty member of the date, time, and location of the meeting in which the Board will act upon the President’s recommendation and of their right to an informal hearing before the Board. The faculty member shall have the right to union representation during this hearing and any disciplinary hearing.
 3. The notice shall advise the faculty member of their right to challenge the action through Article V of this Agreement.
 4. Nothing in this article shall be construed as a waiver of the College’s right to remove an employee from duty without loss of pay or benefits pending the outcome

of an investigation.

Section 3. Other Provisions

- A. Anonymous complaints may not be used as evidence to establish discipline.
- B. When an allegation of misconduct or other complaint against a faculty member is investigated by the Board, the employee shall be notified of the nature of the complaint prior to any investigatory interview taking place. The identity of the person making the complaint shall be included in the investigator's final report.
- C. During all disciplinary proceedings, a bargaining unit member shall have the right to consult with and be represented by a representative of his or her choice including legal counsel.
- D. A bargaining unit member shall have the right to respond to any 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 bargaining unit member and the inaccurate or inappropriate material shall be removed from the personnel file.
- E. No reprimand or discipline shall be discussed with a faculty member or representative in the presence of students or any other individuals not involved in the events giving rise to discipline.
- F. When the result of disciplinary action is a loss of rank or pay, implementation of the lower rank or pay shall not take effect until Article V of this Agreement is exhausted or waived.

Article V. Grievance and Arbitration

Section 1. Purpose

Purpose of the Grievance Procedure - The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the Administration shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

Section 2. Definitions

Definitions for the Procedure - The following definitions will be used for the grievance procedure in Article V (Five) of this Agreement:

- A. **Grievance** - an alleged violation or dispute involving the interpretation or application of the terms of this Agreement.
- B. **Aggrieved or Grievant** - any faculty member, group of faculty members, or the Union that files a grievance as defined in this Article.
- C. **Grievance Form** – the form provided in Appendix 1 to be used for all filings, responses, and escalations of grievances.
- D. **Representative** – an individual designated by the Union to represent and act for and on behalf of the grievant throughout the grievance procedure. The grievant may change the designated representative upon written notice to the administration and to UFF-Lake Sumter State College.
- E. **Moving party** – the College when the grievance challenges discipline, the Union otherwise.

Section 3. Process

- A. **Informal step:** A grievant shall notify his immediate supervisor in writing, which may be by e-mail, of his grievance and request for an informal resolution. If not satisfied at the outcome of the informal discussion, the grievant may file a formal Level I grievance with their immediate supervisor within ten (10) days of the date of the informal discussion.
- B. **Level I:** upon receipt of the grievance form, the immediate supervisor shall have ten (10) days to provide a written disposition to the grievant sustaining or denying the grievance. If not satisfied at the outcome of Level I, the grievant may appeal the decision by filing a Level II grievance with the College within ten (10) days of the date of receipt of the Level I written disposition.
- C. **Level II:** upon receipt of the grievance form, the President or his/her designee shall have ten (10) days to meet with the grievant and his/her representative to discuss the appeal. The President or his/her designee shall then have ten (10) days to provide a written disposition sustaining or denying the grievance. If not satisfied at the outcome of Level II, the Union may escalate to D. Level III (arbitration) within ten (10) days of the date of receipt of the Level II written disposition.
- D. **Level III:** The final step of this grievance procedure is arbitration before a neutral third-party.
1. Once a grievance is escalated to Level III, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS) for a panel of arbitrators. The arbitration shall proceed according to the rules of the agency supplying the panel in all respects not inconsistent with

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this Agreement. In the event the parties select an arbitrator through striking of names, the moving party shall strike first unless the parties mutually agree otherwise.

2. Once selected, the arbitration will proceed in accordance with reasonable requests and orders of the arbitrator. The hearing shall be scheduled as soon as practicable and shall be held within either Lake or Sumter County, Florida, unless the parties mutually agree otherwise. The moving party shall be the first to present its case. Release time shall be granted to the grievant and any witnesses called by the Union.
3. Issues of arbitrability must be raised within ten (10) days of the arbitrator's official appointment. When possible, the arbitrator shall conduct a hearing via conference call to determine arbitrability and shall issue a decision on arbitrability within fifteen (15) days. The fifteen (15) day timeframe may be extended by mutual agreement of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.
4. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. The arbitrator's jurisdiction shall be over the application and interpretation of this Collective Bargaining Agreement and documents referenced herein with respect to the issues submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.
5. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties. Each party shall itself bear the costs of preparing and presenting its case.

Article VI. Leaves

Section 1. General Provisions

- A. Leaves of absence shall be authorized in advance except in case of emergencies, in which case they should be reported promptly to the employee's supervisor.
- B. An employee who is willfully absent without approved leave for five or more consecutive workdays shall be considered to have abandoned the position. An employee of the College who is willfully absent from duty without leave for any length of time shall forfeit compensation for the length of such absence.
- C. An employee who is on an approved leave of absence shall retain all rights, benefits, and privileges of employment under this Agreement and applicable College policies except where specifically noted in this Article.
- D. The College will make every effort to accommodate faculty members experiencing medical necessities or similar unusual circumstances.
- E. A faculty member shall have the right to be fully restored to his or her position following any approved leave of absence regardless of type or duration. Where a leave of absence begins and ends within the same semester, the faculty member shall be restored to his or her course assignments.
- F. Types of Leave (paid and/or unpaid)
 - 1. Vacation Leave: Accrued Paid Leave for Full-Time Faculty members on 12-month contracts.
 - 2. Sick/Personal Leave: Accrued Paid Leave for Faculty member and family sickness, emergencies, and unplanned personal time.
 - 3. Holidays and other Paid Non-Duty Days: Paid Leave for Regular Full-Time

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4. Workers Compensation Leave: Paid leave for job-related illness or injury.
5. Sick Leave Pool Leave (Enrollment Required): Paid Leave for a Faculty member's own catastrophic illness or injury.
6. Family and Medical Leave (FMLA): Job protection leave which runs concurrent with paid leave for absences greater than 10 days.
7. Military Leave: Paid and unpaid leave for mandatory military, National Guard, or reserve duty.
8. Court-Related leave: Paid or unpaid leave for jury duty or when subpoenaed as a witness.
9. Domestic Violence Leave: Unpaid Leave for employee or immediate family member when a victim of domestic violence.
10. Professional Leave: Professional leave, or temporary duty, is a temporary assignment used for providing educational services, attending meetings and workshops, etc., for the benefit of Lake-Sumter State College.
11. Sabbatical Leave: Paid or unpaid leave primarily granted to Faculty to study in a field or discipline taught at Lake-Sumter State College or for study/research directly related to an employee's professional role at Lake-Sumter State College.
12. Administrative Leave: Administrators on leave from faculty appointments.

Section 2. Vacation Leave

- A. All faculty members on 12-month contracts shall have completed 3 months of service before becoming eligible to use accumulated Vacation Leave. In extenuating

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circumstances, the President/Senior Administrator (who reports directly to the President) may approve a faculty member using his/her accumulated Vacation Leave prior to completing the three (3) months of service.

- B. Vacation time shall be submitted by the faculty member at least ten (10) days prior to the first vacation day and approved by the supervisor at least five (5) working days prior to the first vacation day
- C. Faculty members employed on a 12-month contract basis are entitled to accrue vacation leave as follows:
 - A. For the first five (5) years of employment, 3.75 hours per pay period accrued in the first two pay periods each month (one (1) day per month).
 - B. For six (6) through ten (10) years of service, 4.69 hours per pay period accrued in the first two pay periods each month (one and one-fourth (1¼) days per month).
 - C. For more than ten (10) years of service, 5.63 hours per pay period accrued in the first two pay periods each month (one and one-half (1½) days per month).
 - D. Years of verified full-time employment at other Florida College System institutions will be used to compute vacation leave by adjusting the employee's creditable leave date.
- D. Vacation days above sixty (60) not taken by June 30th shall be forfeited, unless the faculty member seeks an exception from their supervisor prior to June 30th. Supervisors may grant a 5 day (37.5 hour) pay out of hours in the form of a one-time salary supplement to faculty whose workload prevented them from taking vacation leave during the previous fiscal year.
- E. Full-time faculty previously ineligible for vacation leave that change to 12-month status will receive credit for all years of service in any Florida College System institution, the

total of which shall be used to determine their vacation accrual rate.

- F. A faculty member or other College employee who changes to a less than 12-month position, such as a 9-month instructional faculty position thus becoming ineligible for vacation leave, shall be paid for a maximum of 44 days of accumulated vacation leave.
- G. In the case of death, all authorized accumulated leave shall be paid to the Faculty employee's beneficiary or estate.
- H. Upon termination of employment from the College, faculty members shall be paid for unused vacation leave in accordance with the college terminal pay policy (see below).

Section 3. Sick/Personal Leave

- A. Sick leave may be used when a faculty member cannot perform his or her duties because of personal illness/injury or the illness/injury/death of a close family member or a member of the faculty member's household. Faculty may take up to four (4) days from their allocated sick leave days for personal reasons each fiscal year (July 1 - June 30). Personal leave cannot be accumulated, and unused days cannot be carried over to the next year as personal days. Used personal leave is charged to sick leave.
- B. Each full-time faculty member shall earn 3.75 hours in the first two pay periods each month (i.e. one (1) day sick leave per calendar month). Sick leave shall accrue without limit. New faculty members at Lake-Sumter State College who have transferred from another Florida College System institution, the Department of Education, the State University System, a Florida District school board, or a state agency may transfer unused sick leave provided the employee requests to do so in writing. The transferred accumulated sick leave will accrue at one (1) day per calendar month of employment at LSSC.

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- C. If possible, a faculty member requesting to use sick leave will notify his or her immediate supervisor prior to the beginning of the day of absence. A Leave Request Form shall be completed and given to the supervisor immediately upon the employee's return to work. The employee's supervisor may request a written doctor's note during the leave if leave time extends beyond five (5) days. A faculty member who takes sick leave for a medical procedure must provide certification to the Human Resources Department from his/her physician prior to resuming work.
- D. Upon termination of employment from the College, faculty members shall be paid for unused sick leave in accordance with the terminal pay policy (see Article [X] Compensation).

Section 4. Holidays and Other Paid Non-Duty Days

All full-time faculty in twelve (12) month contract positions shall observe holidays and other paid non-duty days as approved by the Board of Trustees.

Section 5. Illness/Injury in the Line of Duty Leave

- A. Each full-time employee is entitled to twelve (12) days of workers' compensation leave with full pay during each calendar year for use following an illness or injury related to performance of duty.
- B. These leave days are non-cumulative and will be granted at full pay, provided that:
1. The Office of Human Resources is notified of the situation within two business days after the injury or illness is sustained;
 2. A "First Report of Injury" form (including a physician's statement describing the impact of the injury on the faculty member's ability to work) is submitted to the Office of Human Resources within two business days after the beginning of the

impairment.

- C. Notification and claim for compensation and payment shall be filed by the end of the pay period in which such leave is taken.
- D. If an employee's illness or injury requires their absence for longer than twelve (12) days, the employee will be compensated in accordance with Chapter 440, Florida Statutes. During this time, the employee will not accrue vacation or sick leave.

Section 6. Sick Pool Leave

- A. As employees, faculty may elect to join the Sick Leave Pool twice a year during open enrollment dates established by the Benefits Office.
- B. To initially join the Sick Leave Pool, each eligible employee must contribute three (3) sick leave days, which will be deducted from the employee's personally accrued sick leave balance.
- C. Once a member of the Sick Leave Pool, no contributions are necessary except when the pool drops below 50% of its maximum number of days; at that time, each member will be required to contribute one (1) additional day. The maximum number of Sick Leave Pool days is equal to the number of participants multiplied by three (3).
- D. A participating employee must first exhaust all personally-accrued sick leave, vacation leave, and non-duty days and be out of work at least seven (7) days prior to requesting Sick Leave Pool days. Sick Leave Pool may only be used intermittently under extenuating circumstances. A participating employee may request and use a maximum of sixty (60) Sick Leave Pool days in any twelve (12) month period with no more than 120 days within a 3-year period of time. All Sick Leave Pool time will run concurrent with

Federal Family and Medical Leave.

- E. The employee submits a Sick Leave Pool Request Form to the Benefits Office. The written request must indicate that the employee has notified his or her supervisor of the request. The employee must also submit the Family and Medical Leave Physician's Certification form along with the Request.
- F. All sick leave drawn from the Sick Leave Pool shall be used only for the employee's personal catastrophic and extended illness or injury. Family illness, cosmetic or elective surgery, worker compensation, and maternity leave are excluded from Sick Leave Pool usage.
- G. A participating employee may use Sick Leave Pool days in accordance with the number of annual days worked; i.e. Sick Leave Pool days may not be used for non-duty days or off-contract days.
- H. The Benefits Office administers the Sick Leave Pool, and the Executive Director of Human Resources shall be responsible for approving the utilization of the Sick Leave Pool based on the availability of days.

Section 7. Family and Medical Leave Act

- A. In accordance with the Federal Family and Medical Leave Act, (FMLA) the College offers to eligible employees up to 12 weeks of unpaid family and medical leave, subject to the terms and conditions of the Federal Law, the Rules and Regulations promulgated under the Federal Law, and the Rules of the Board of Trustees of the College.
- B. Under the Family and Medical Leave Act ("FMLA") full-time employees who have worked for the College for a total of twelve (12) months and have worked 1,250 hours with the year preceding commencement of the leave are entitled to take either of these

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two options within any twelve (12) month period:

1. up to twelve (12) weeks of unpaid family/medical leave and/or qualifying exigency military leave ("Military Exigency Leave")
 2. up to twenty-six (26) weeks of military family leave to care for a family member or veteran with medical conditions related to such service.
- C. Unpaid leaves are not included when calculating whether 1,250 hours have been worked. A twelve-month period is defined as any rolling twelve-month period measured backward from the date that leave is used. The twelve (12) months of employment do not have to be consecutive; however, a continuous break in service of seven (7) years or more will initiate a new period for earning twelve (12) months qualifying service.
- D. Family and Medical Leave may be taken for any of the following reasons:
1. The birth or bonding of a child or the placement of a child with the employee for adoption or foster care.
 2. To care for a spouse, son, daughter, or parent with a serious health condition.
 3. The employee's own serious health condition.
 4. Military Caregiver Leave: to care for a spouse, child, parent or next-of-kin who is a member of the Armed Forces, including the National Guard and Reserves. This leave can only be taken once during a single twelve (12) month period while the employee works for the same employer, but that requirement is per-service member and per-injury or illness.
 5. Qualifying exigency leave for a covered spouse, son, daughter, or parent to deal with qualifying exigencies caused by a call to active duty or notification of an impending call or order to covered duty.

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- E. An employee may opt to use paid leave as appropriate (i.e. sick leave, sick leave pool, and vacation leave) prior to using unpaid leave. Both paid and unpaid leave are counted against the twelve (12) week Family and Medical Leave Entitlement, the twenty-six (26) week Military Caregiver Leave, and twelve (12) week Qualifying Exigency Leave. Employees will continue to accrue paid leave while on FMLA Leave provided they receive at least 50% pay during each bi-weekly pay period while on leave.
- F. For full-time employees who are on Family and Medical Leave, Military Caregiver Leave, or Qualifying Exigency Leave, the College will maintain the employee's group health benefits and basic life insurance policy.
- G. Upon return from leave, employees will be restored to their original or equivalent position. Employees who would have been terminated but for the leave, or who are unable to perform the essential functions of the job, will not be reinstated. The Americans with Disabilities Act reasonable accommodations may apply to those who return from leave and are no longer able to perform the essential functions of the job.
- H. Employees are expected to report to work on the first regular business day following the end of the leave period.
- I. Intermittent or reduced schedule leaves are available only when certification from a healthcare provider establishes that such leave is medically necessary.
- J. Notice Requirements.
1. College: The College shall post a notice in a public location regarding this Rule and information on how to file a claim of violation.
 2. Employees: An employee who wishes to take a leave which is foreseeable shall notify the Administration at least 30 days in advance of the commencement of the

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leave. When the event or need that occasions the leave is not foreseeable, the employee shall give as much advance notice as practicable under the circumstances.

K. Medical Certification.

1. An employee who requests or takes leave under this Rule may be required to submit medical certification of the conditions that necessitate the leave. Such certification shall be made by the medical provider of the person suffering from the condition, and such certification should be submitted within the first three days of the leave period. Such certification should include:
 - a) the date on which the serious health condition commenced; and
 - b) the probable duration of the condition; and
 - c) the appropriate medical facts within the knowledge of the health care provider regarding the condition; and
 - d) a statement that due to the employee's serious health condition, the employee is unable to perform work functions; or
 - e) a statement that the employee is needed to care for a spouse, child, or parent with a serious health condition, as appropriate, accompanied by an estimate of the time needed for care.
2. If the Administration should have reason to doubt the validity of a certification, the College may, at its own expense, require the opinion of a second health care provider. In any case in which the first and second opinions differ, the College may, at its own expense, require the opinion of a third health care provider, designated or approved jointly by the Administration and the employee. The opinion of the third health care provider is final and binding on both the Administration and the

employee.

Section 9. Military Leave

Military Leave shall be granted to Faculty who are ordered to federal or state military duty training, including the National Guard. The first thirty (30) days of such leave shall be paid leave. Leave used beyond the thirty (30) days shall be without pay.

Section 10. Court-Related Leave

- A. Court-related leave is leave with pay, and it is used when a faculty member is on jury duty or subpoenaed as a witness in a court proceeding. When not involved in litigation on behalf of the College, a faculty member serving as a witness for a court proceeding may keep any fees earned.
- B. If a Faculty member is involved in a court proceeding on behalf of the College, the faculty member is on duty, and all fees shall be relinquished to the College. In order to receive Jury/Court Duty Pay, a faculty member must attach a copy of his or her jury summons/court summons with his or her time sheet and/or Monthly Leave Summary even if he or she is not selected to be on the jury or as a witness.

Section 11. Domestic Violence Leave

- A. Faculty members with three (3) months or more of service may be granted up to three (3) days of unpaid leave in any 12-month period—per Florida State Statute 741.313—if the faculty member or a family or household member of a faculty member is the victim of domestic violence.
- B. If appropriate, a faculty member may elect to use sick, personal, or vacation leave. Leave may be used for any of the following purposes:
 - 1. Seeking an injunction for protection against domestic violence or an injunction for

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- protection in case of repeat violence, dating violence, or sexual violence.
2. Obtaining medical care and/or mental health counseling for the Faculty member or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
 3. Obtaining services from a victim services organization including but not limited to a domestic violence shelter/program or a rape crisis center as a result of the act of domestic violence.
 4. Making the faculty member's home secure from the perpetrator of the domestic violence or seeking new housing to escape the perpetrator.
 5. Seeking legal assistance in addressing issues arising from the act of domestic violence or attending and preparing for court-related proceedings arising from the act of domestic violence.
- C. A "family or household member" is defined as a spouse, former spouse, person related by blood or marriage, person who is presently residing with the faculty member as if a family or who has resided with the Faculty member in the past as if a family, or a person who is a parent of a child in common regardless of whether or not this person and the Faculty member have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- D. Except in cases of imminent danger to the health or safety of the faculty member or family or household member, the faculty member must provide appropriate advance notice of at least three (3) days of the need for leave along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining

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orders, police reports, orders to appear in court, etc. and should be submitted to the HR
Director.

- E. All requests and documentation relating to domestic violence leave will be kept confidential and will not be included in the Faculty member's personnel file. Faculty members should contact the Assistant Director of Human Resources or the Executive Director of Human Resources for guidance.

Section 12. Professional Leave (Temporary Duty)

Professional leave, or temporary duty, is a temporary assignment used for providing educational services, attending meetings and workshops, etc., for the benefit of the College. The faculty member requesting temporary duty must submit a Travel Authorization and Expense Reimbursement Form prior to the first day of travel.

Section 13. Sabbatical Leave

Sabbatical Leave is leave granted primarily for the professional advancement of qualified employees and, in the instance of paid leave, for the benefit of the College. In order to be eligible to receive sabbatical leave, an employee must have completed at least five (5) years of continuous, full-time employment with the College and have received two (2) years of satisfactory performance reviews prior to the deadline for submitting an application for leave.

A. Conditions for Application

1. No more than one new paid and one new unpaid sabbatical leave recipient for the college shall be permitted leave for each semester.
2. A Sabbatical leave shall not exceed the faculty member's contract period. No application for a period less than one semester (Fall, Spring, or Summer) or for a period longer than all three semesters will be considered.

B. Application Process

C. Completed and approved applications must be submitted to Human Resources a minimum of two semesters in advance of the start of the requested semester for sabbatical leave.

1. An eligible faculty member is required to have a conversation with his or her supervisor about professional development and the purpose for requesting a sabbatical leave.
2. Upon endorsement by the supervisor, the faculty member will complete the Sabbatical Leave form and submit it to the supervisor for his or her signature. The supervisor will subsequently obtain the appropriate department/division administrative signatures.
3. The faculty member shall be notified in writing within 10 working days if the request for the sabbatical leave has been approved or denied by the appropriate administrators. If the request is approved, then the last approving administrative employee will complete both of the following actions:
 - a) Notify the faculty member in writing that the request was approved.
 - b) Forward the approved application to Human Resources who shall then forward it to the Sabbatical Leave Review and Recommendation Committee.
4. The Sabbatical Leave Review and Recommendation Committee shall be appointed by the President no later than January for the spring semester and August for the fall semester of each year. The Committee shall be comprised of seven members: five faculty members that represent at least three different disciplines/scholarly fields, one librarian, and one administrative Dean or Assistant Dean. The Chair of the Sabbatical

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- Leave R/R Committee shall be a faculty member appointed by the President. That Committee shall be responsible for reviewing and recommending all qualified sabbatical leave applicants.
5. If necessary, the Committee shall submit a prioritized list of such recommended applicants to the Executive Cabinet for review by March for the spring semester applicants and October for the fall semester applicants.
 6. After the Executive Cabinet makes its final sabbatical leave recommendations by early April for the spring semester applicants and early November for the fall semester applicants, the President shall submit these recommendations to the Board of Trustees at the next regularly scheduled meeting respective of each spring and fall semester application timeline. On behalf of the President, Human Resources will notify faculty members in writing within five days of the Board's approval all faculty members who were granted sabbatical leave.
 7. Reasons for the denial of an application for sabbatical leave will be provided to the applicant in writing, acting as the official announcement of the decision.
 8. Applicants who were rejected for sabbatical leave by the Executive Team will have an opportunity to appeal to the Executive Team. Applicants who were rejected for a three-semester or two-semester sabbatical may have their requests reconsidered as two-semester or one-semester sabbaticals, respectively, as part of this appeal process.
 9. The recipient of paid Sabbatical Leave shall receive a stipend of full salary for a leave granted for one term.
 10. The recipient of paid Sabbatical Leave shall receive a stipend of 75% of full salary for leave beyond one term. In other words, if two terms are granted to a recipient, the

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recipient would be entitled to 75% of salary for the 1st term and 75% of salary for the second term.

11. The recipient of a Sabbatical Leave, whether paid or unpaid, shall be entitled to receive all applicable fringe benefits (such as health insurance, etc.) to which he or she is entitled at the time such leave was granted -- regardless of the number of terms of leave granted.
12. Upon approval of a Sabbatical Leave, the following terms and conditions as defined or stated in the leave application will apply subsequently as a contract of agreement between the leave recipient and the College:
 - a) The recipient will report once per semester to the President, or designee, on the progress being made during the leave.
 - b) The recipient will present to the President, or designee, a final report including College credits and grades (if applicable) and a narrative of accomplishments achieved during the leave and such other matters as are required by the President. This final report shall be made within one month of returning to duty. This final report shall be submitted to the President who shall submit it to the District Board of Trustees for final review.
 - c) The recipient of paid Sabbatical Leave will not engage in outside employment during the period of the leave, except for approved externships related to the purpose of the sabbatical and pre-existing or approved part-time employment outside the college. The recipient shall also not accept a new form of employment at Lake-Sumter State College without prior written approval of the President and the District Board of Trustees. In the event the recipient is approved for a new

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position of employment at the College during an approved paid Sabbatical Leave, salary for all days worked will replace the Sabbatical compensation for those days, thus avoiding any overlap in compensation.

- d) If a faculty member cancels his or her paid sabbatical leave once the leave period has begun due to extenuating circumstances, the faculty member may apply for professional leave without pay or another leave as a replacement for the authorized sabbatical leave period.
- e) The recipient of paid Sabbatical Leave shall agree to return to the College after the leave for a period of not less than two (2) contract years after the completion of the leave.
- f) The recipient of paid or unpaid Sabbatical Leave shall be awarded any and all forms of salary increase that were given to the bargaining unit once the faculty member returns from sabbatical leave. The faculty member will also return to the same teaching or librarian position that he or she held immediately prior to the sabbatical period.
- g) In the event that the college decides to terminate the employee during or after the sabbatical leave period, the faculty member will not be responsible for reimbursing the college for salary and benefits paid to the faculty member during the sabbatical period.
- h) In the event any of the terms and conditions of the application are violated, the faculty member may be required to repay all funds received from the College during the period of the leave.

Section 14. Administrative Leave of Absence

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- A. By February 1st of the sixth (6th) year after a faculty member on continuing contract takes an administrative position with the College and is placed on Administrative Leave from a faculty position, he/she must choose one of the following: (1) request an appointment to a regular Administrator position on an annual contract basis; or (2) request to return to a continuing contract faculty position. The request must be submitted in writing to the President. The President will acknowledge to the Administrator in writing receipt of the request and render a decision on its effective date. A request to return to a continuing contract faculty position is irrevocable once approved. The College will make every effort to move the Administrator back into a continuing contract faculty position as quickly as possible: the faculty member will be returned to a continuing contract faculty position within two years.
- B. Nothing contained in this Agreement grants a right of any future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty within the period provided under this paragraph and thereby retains his or her continuing contract status is at the sole discretion of the faculty member.
- C. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph A above will be paid at the rate on the Board-approved salary schedule which the faculty member would be receiving had the faculty member not been placed on Administrative Leave.

Article VI. Union Rights

Section 1. Dues Deduction

- A. The College agrees to deduct Union dues from the wages of those employees who have completed written authorization for such deductions.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to both the Union and the Board. The notice must be received by both the Union and the Board at least thirty (30) days prior to the effective date of the cancellation.

Section 2. Use of Facilities

- A. The Union shall have the right to use College facilities and equipment at reasonable times when such use does not interfere with official College business.
- B. The Union shall have the right to use the College mail and email service, including faculty mail boxes, for UFF/LSSC communications to employees, provided that the documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College's normal mail and email services operation will first be performed in cases where an overload occurs as a result of UFF/LSSC mail use requests. The Union agrees to comply with all established rules and procedures for the use of these systems.
- C. The Union shall be provided access to any and all College e-mail distribution lists that include members of its bargaining unit.
- D. The College shall provide the Union access to bulletin boards on each campus in each building where members of its bargaining unit regularly perform work.

Section 3. Union Office

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- A. The College shall permanently assign an office space for the exclusive use of the Union and access to an adjacent meeting space.
- B. The office and meeting space shall be lockable and accessible only to those designated by the Union President except in the event of an emergency, in which case emergency entry may be made by College safety and security officers.
- C. The office will be provided Internet access, a telephone line and voicemail service.
- D. The office location and phone number shall be listed on the College's website and in any official College directory.

Section 4. Access to Faculty

- A. If the College conducts a campus-wide or College-wide orientation for newly employed faculty, the Union may, at its sole discretion, make a presentation and provide a packet of information to be distributed with orientation materials. The College will notify the Union of the date of such orientation and number of participants not less than two (2) weeks prior to the orientation.
- B. If the College conducts a campus-wide or district-wide meeting, in-service, or professional development day or event for faculty members, the Union may, at its discretion, make a presentation and provide an information packet to be distributed with the program materials. In the event the Union wishes to hold a faculty meeting during such a day or event as described above, the College shall include such information in the program of events upon request by the Union.

Section 5. Access to Information

- A. The College shall furnish to the Union, upon request, any available information in its possession or custody not privileged or confidential under applicable law which is

pertinent to the Union's fulfillment of its role as the certified bargaining agent.

B. The College agrees to furnish the Union the following items without cost:

1. The College Operating Budget and any amendments or changes thereto, concurrent with their submission to the Board;
2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations, concurrent with their submission to the Board;
3. The minutes of each regular and special Board meeting and Board workshop, concurrent with their submission to the Board;
4. Information, upon request, concerning the College's financial activities; The Annual Financial Report, concurrent with its submission to the Florida Auditor General;
5. Monthly, an updated list of members of the Union's bargaining unit including the following information for each such member:
 - a) Name
 - b) Department, e-mail address, home address, campus address and phone number
 - c) Date of birth
 - d) Date of hire
 - e) Date of entry into the Union's bargaining unit
 - f) Date of tenure award if applicable
 - g) Years of experience credited for salary
 - h) Degree status
 - i) Base salary

- j) Any supplemental salaries
 - k) Accrued paid leave
6. All policies, procedures, and employee handbooks relevant to members of the Union's bargaining unit, student handbooks, and any amendments or changes thereto, concurrent with their publication to administrators or on the College's website.

Section 6. Consultation with the College President

The College President will meet at least once per year with the Union to consult on matters of concern at a time convenient to both parties. Such meetings shall not be construed as a substitute for the collective bargaining process or the grievance procedure.

Section 7. Reassigned Time

- A. The College shall provide a total of six (6) contact hours of reassigned time in the Fall and Spring terms to one or more faculty members designated by the Union to engage in activities related to contract negotiation and enforcement and other business of the union. An additional three (3) contact hours of reassigned time shall be provided to the Union's designated Chief Negotiator in each semester during which the parties bargain for a successor agreement.
- B. The Union shall notify the Administration in writing of its designee(s) to receive reassigned time no less than two months before the first day of classes in each Fall and Spring term.
- C. In addition, the College shall provide reassigned time to any faculty member directly involved in the negotiation and enforcement of this Agreement during regular working hours.

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- D. Faculty members using reassigned time pursuant to this section shall retain all rights and privileges afforded to other faculty members under this Agreement and any rules and policies of the College and/or Board except where specifically noted in this Agreement.

Article VII. Reduction in Force

Section 1. General Provisions

- A. A reduction in force (“RIF” or “layoff”) is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration’s right under F.S. 447.209 to initiate layoffs, and the Union’s right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs.
- B. The Administration will notify the Union not less than six (6) months prior to an anticipated layoff. Following the notice, and upon request from the Union, the parties will meet in reasonable times and places to generally discuss the decision and negotiate any impacts.
- C. Any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the established ending date of his or her contract.
- D. No employee shall be subject to layoff while there is a vacancy for which the employee is credentialed and qualified. No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a position for which the continuing contract employee is credentialed and qualified. Placement of an employee into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.

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- E. An employee designated to be released from employment under this Article shall receive notice no less than 120 days prior to the effective date of release.

Section 2. Layoff Considerations

- A. If layoffs within an academic unit are necessary, the employee(s) in said academic unit/program with the fewest RIF points shall be laid off until layoffs are no longer necessary. RIF points are calculated as follows:

1. Continuing contract status: 30 points
2. Each year of full-time employment (regardless of break-in-service): ½ point
3. Academic credentials
 - a) Doctorate (or other appropriate terminal degree): 6 points
 - b) Master's + 30: 5 points
 - c) Master's + 18: 4 points
 - d) Master's: 3 points

- B. In the event of a tie between two or more employees, said employees shall be ranked according to overall performance evaluation results over the last three (3) years. Additional years may be considered, one year at a time, if necessary, to break ties.

Section 3. Recall

- A. Faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant position at the College for which they are credentialed and qualified.
- B. Recall of laid off faculty members shall abide by the following procedures:
1. When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at their last known e-mail address.

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2. If one laid off employee applies for the position who is credentialed and qualified, he or she shall be offered the position.
3. In the event there is more than one such applicant, the position shall be offered to the applicant with the most RIF points. The Administration may further advise each other applicant of the number of recall applicants under this Article and his or her position among such applicants with respect to RIF points.
4. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer and shall take effect no later than the beginning of the semester following the date the offer was made. The Union shall be notified of all such offers of re-employment.
5. If the offer of re-employment is rejected, the laid off employee shall receive no further recall consideration under this Article.
6. If the offer of re-employment is accepted, the laid off employee shall resume at the same rank, the same contract status, and a salary no less than he or she held at the time of layoff.

Article VIII. Faculty Evaluation

Section 1. General Provisions

- A. Lake-Sumter State College supports a formalized system of performance evaluation for all employees. The evaluation of the Faculty shall be the responsibility of LSSC Administration and/or Program Managers.
- B. The purpose of the evaluation process is to provide feedback to employees about their work performance, encourage employee development, promote personal reflection and self-assessment, strengthen individual professional effectiveness, assist employees and the College in planning and establishing goals, encourage experimentation on the part of each faculty member and achieve the College's goals. It also provides a collegial context for review of teaching purposes, strategies, and materials. Evaluation shall not be used as a disciplinary tool.
- C. No member of the UFF-LSSC-Faculty bargaining unit shall be assigned to conduct an evaluation of another member of the UFF-LSSC-Faculty bargaining unit.
- D. Timeline. The College will publish, at the start of each academic year, a calendar of deadline dates for completion of the various components of the annual performance evaluation while providing reasonable time for faculty compliance.
- E. Evaluations will be written in form and format specified by the College and consistent with this agreement.
- F. The factual content of a faculty member's evaluation must be supported by credible, documented evidence. Information sources for completing the performance appraisal instrument include required submissions of syllabi, student rating of instruction, professional development planning activities, participation as a member of the academic

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division, participation as a member of various forums (College committees, professional organizations, educational groups), and other relevant, objective information.

Section 2. Components of Faculty Evaluations

- A. Fall Term Evaluation Conference (optional for continuing contract faculty). During the Fall Semester the supervisor will meet with the bargaining unit member to discuss the bargaining unit member's goals, departmental needs, administrative expectations, and the bargaining unit member's proposed professional development plan for the academic year.
- B. Instructional Observation
 - 1. Continuing Contract. The faculty member and supervisor shall mutually agree to a class, date, and time for the supervisor to observe at least one class session every third academic year. The observation should ideally occur during a class session where active learning and student participation is expected. Faculty teaching distance learning course (s) will provide the Supervising Administrator with observer-level access to his or her course (s) upon request for evaluation purposes.
 - 2. Bargaining Unit Members on Annual Contract. Bargaining Unit members on annual contract will be observed once per year. This will be conducted by the supervisor, at a mutually agreed to class, date, and time. Faculty teaching distance learning course (s) will provide the Supervising Administrator with observer-level access to their course (s) upon request for evaluation purposes.
 - 3. Student Surveys. The Faculty member will obtain his or her own student evaluations from the college at the end of the spring and fall terms. The reviews are to be utilized by the faculty member for improvements in his or her performance and in the course.

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- a) Student Surveys will be completed online. Safeguards will be in place to ensure that such surveys shall be anonymous, no students shall generate more than one survey per class, every student who completes the section is permitted to complete a survey, and no student who has withdrawn from a section shall complete a survey for that section.
 - b) The College will generate a summary report of all SPOI responses and student written comments for each section for each bargaining unit member for use in institutional effectiveness and determining trends. Faculty members will review the student evaluations and reflect upon any trends or opportunities for improvement in their annual evaluation.
 - c) Surveys are intended to provide constructive feedback to faculty members to aid in personal and professional improvement. The Supervising Administrator may elect to review and discuss recent student surveys with the faculty member. However, student comments shall not constitute the sole basis of discipline. Student surveys may be used to initiate further investigation and, if needed, remediation and support for the faculty member. No copies of student opinion surveys will be filed in the faculty member's personnel file.
4. Lake-Sumter State College Annual Faculty Performance Evaluation Instrument (Appendix A). The faculty member shall complete their portions of the instrument by February 1st. The supervisor/evaluating administrator will review the completed performance appraisal instrument with the faculty member. Following this review, the Annual Faculty Performance Evaluation is to be signed by the faculty member and the faculty member's supervisor, indicating that all individuals have reviewed

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and discussed the content and that the faculty member has had the opportunity to respond either orally or in writing to the performance appraisal. As a final step, the Annual Faculty Performance Evaluation form will be reviewed and signed by the Vice President of Academic Affairs.

- C. Supervisor's Narrative. The supervisor will review the multiple sources of data listed in Article VIII, Section 1F and Appendix A and complete a supervisor's narrative.
- D. Supervisor's narrative and evaluation as to the bargaining unit member's performance in meeting standards and expectations in areas of responsibility as observed by the supervisor, including a discussion of the bargaining unit member's contributions to student success, (i.e. student retention and completion) and program quality indicators when applicable, which may include, but are not limited to, student learning outcome assessments, course completion rates, student performance in subsequent and additional courses, graduation and/or certification rates, job placements in appropriate field and relevant employer feedback. For bargaining unit members with additional duties as program managers, additional narrative and evaluation will take place concurrently with their faculty evaluation.
- E. In completing the supervisor's narrative, the bargaining unit member's supervisor shall ensure the following is documented:
 - 1. Notification to the bargaining unit member as to areas in which he/she is excelling.
 - 2. Notification to the bargaining unit member if deficiencies exist that require correction, an explanation of any deficiencies as noted, and the expected improvement.
 - 3. If deficiencies are noted, the supervisor will provide recommendations to enable the

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bargaining unit member to improve performance and establish a timeframe during which the bargaining unit member is expected to demonstrate improvements, not less than a semester in length.

4. **Bargaining Unit Member Response.** The bargaining unit member shall have a maximum of ten (10) contracted duty days to review, comment, and sign the final written evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the supervisor and to respond to the materials presented.
5. Once completed, the evaluation with all addenda will be placed in the bargaining unit member's permanent limited-access personnel folder, after which there will be no modifications, additions, or deletions.

Section 3. Appeal of an Evaluation

A faculty member who disputes the factual content of his or her faculty evaluation or alleges a violation of any procedure in this article shall have the right to file a grievance pursuant to Article V of this Agreement. The timeline to file such a grievance shall begin at the conclusion of the Performance Review.

- A. Such grievances shall be filed at Step 1 of the grievance procedure within fifteen (15) contractual duty days of the Performance Review. Should the appeal not be resolved in step 1, the appeal will progress through the steps of the grievance procedure outlined in Article IV of this Agreement. Procedural and Factual Disputes shall be subject to the arbitration process, outlined in Article V.
- B. For any bargaining unit member who receives an overall rating of unsatisfactory, the supervisor will collaborate with the faculty member to identify any deficiencies and provide suggestions, professional development opportunities, or otherwise assist the

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bargaining unit member with any necessary correction or remediation and develop a Performance Improvement Plan to address areas where performance requires improvement.

- C. Bargaining unit members with evaluations rated “Unsatisfactory” must submit their Performance Improvement Plan to their supervisor within ten (10) contracted duty days following the Performance Review. The Performance Improvement Plan period shall not exceed one semester following the initial “Unsatisfactory” rating. Evidence of progress on any Performance Improvement Plan must be included in the subsequent performance evaluation.
- D. A continuing contract bargaining unit member who receives an “Unsatisfactory” rating in any two out of three years may be subject to be returned to annual contract. A continuing contract bargaining unit member who receives “Unsatisfactory” ratings in three out of five years may be subject to dismissal.

Section 4. Evaluation of the College President

The Board shall seek faculty input and comments during the annual evaluation process of the College President.

Article IX. Faculty Workload

Section 1. Intent

The professional duties and responsibilities of college faculty members are comprised of scheduled as well as non-scheduled activities. The Administration and UFF-LSSC recognize that while instructional activities, office hours, and related other duties and responsibilities may be required to be performed at specific times and places, other activities may be arranged and performed at times and places determined by the faculty member at his or her discretion, provided that such arrangements do not conflict with college policies and procedures.

Section 2: Definitions

- A. **Lecturer:** faculty appointed on an annual basis with a full-time course load of 18 contact hours per week, per term. Lecturers shall not be expected to perform work on committees or provide other service to the institution without additional agreement and compensation and cannot be penalized on their annual evaluations for choosing not to do so. However, they will be expected to attend department/discipline meetings and trainings. Lecturers are not eligible to earn continuing contract.
- B. **Annual Contract:** faculty appointed on an annual basis and eligible for continuing contract after no fewer than five years of satisfactory service with the College, as defined in Article VIII and XI. Faculty who instruct classes have an average teaching load requirement of 15 contact hours per week, per term during the fall and spring semesters. Annual Contract Faculty are required to perform service to the college as part of their appointment and may be evaluated on their performance of service.
- C. **Annual Contract, Library:** faculty appointed on an annual basis and eligible for

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continuing contract after no fewer than five years of satisfactory service with the College, as defined in Article VIII and XI. Library faculty on annual contract are required to perform service to the college as part of their appointment and may be evaluated on their performance of service. Library faculty work 37.5 hours per week or an average of 75 hours per pay period, for 260 duty days from July 1 to June 30 in a fiscal year.

- D. **Continuing Contract:** faculty who will re-appointed, provided satisfactory performance as described in Article VIII and the availability of a position for which they are qualified, as described in Article VII. Faculty on continuing contract are required to perform service to the college as part of their appointment and may be evaluated on their performance of service.
- E. **Continuing Contract:** faculty carry an average teaching load requirement of 15 contact hours per week, per term, during the fall and spring semesters.
- F. **Continuing Contract, Library:** faculty who will re-appointed, provided satisfactory performance as described in Article VIII and the availability of a position for which they are qualified, as described in Article VII. Faculty on continuing contract are required to perform service to the college as part of their appointment and may be evaluated on their performance of service. Library faculty work 37.5 hours per week, or an average of 75 hours per pay period, for 260 duty days from July 1 to June 30 in a fiscal year.

Section 3. Faculty Contract Length

- A. The basic academic-year contract for full-time faculty members is defined as follows: a maximum of 157 duty days during the fall and spring semester, plus a maximum of four (4) in-service/administrative days and two (2) days for attendance and participation in Commencement ceremonies (no more than 1 per semester, at no more than one campus

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per semester). The total number of contract days during the basic academic-year contract (excluding state-approved holidays) shall not exceed 161 days per year.

- B. Except as provided elsewhere in this article, or in the case of academic programs or services which require the duties and responsibilities of faculty members during summer sessions, all full-time faculty members will be awarded a Basic Academic-Year Contract.
1. By the end of the spring term, the administration will notify each faculty member on annual contract concerning the renewal and duration of his employment contract for the following academic year, beginning with the fall term. Each notice will specify whether the duration of the contract will be a Basic Academic-Year (161-day) Contract, or an Extended-Year Contract as defined elsewhere in this section.
 2. By April 1, the administration will notify each tenured faculty member concerning the duration of his or her employment contract for the following academic year, beginning with the fall term. Each notice will specify whether the duration of the contract will be a Basic Academic-Year (161-day) Contract, or an Extended-Year Contract as defined elsewhere in this section.
 3. Salaries of all faculty members will be based upon the Basic Academic-Year Contract with any additional approved workdays to be pro-rated at the daily rate of pay.
- E. Instructional faculty in specific health-related programs and other academic programs that require the duties and responsibilities of full-time faculty members may receive an Extended-Year Contract if their work assignment is expected to exceed 161 days. This will be administratively determined by the end of the spring term each year.
1. The duration of the Extended-Year Contract will be based upon the Basic Academic-

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- Year contract with the addition of term responsibilities necessitated by the length of the particular academic program, service, or project.
2. The Supervising Administrator and individual faculty member shall meet and consult to determine how many duty days will be necessitated by the academic program, service, or program. The determination of such duty days will be made by the Supervising Administrator in consultation with the individual faculty member.
 3. The salary for an Extended-Year Contract will be calculated by pro-rating the Basic Academic-Year Contract as follows: the daily-rate of pay will be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 161; and the resulting daily pay rate will be multiplied by the number of days, thereby yielding the revised salary for the Extended-Year Contract.
- F. Upon the approval of the administration, a faculty member may be awarded an Extended Year Contract when assigned to temporary duties involving primarily non-instructional responsibilities.
1. An Extended Year Contract may be awarded for such activities as regional accreditation or reaffirmation, special task-force projects or assignments, or similar activities that may warrant or require the year-round responsibilities of a full-time faculty member.
 2. An Extended Year Contract will not be awarded to full-time faculty members for the performance of full-time administrative duties and responsibilities.
 3. Faculty cannot be moved from a Basic Academic-Year Contract to an Extended Year Contract without their consent. The decision to decline an opportunity to move from a Basic Academic-Year Contract to an Extended Year Contract cannot

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impact the faculty member's evaluation, nor can the faculty member be penalized in any way for this choice. Consenting to move from a Basic Academic-Year Contract to an Extended Year Contract for one year does not imply consent to do so in subsequent years. If a faculty member decides to move back to a Basic Academic-Year Contract after completing an Extended Year Contract, that choice cannot impact the faculty member's evaluation, nor can the faculty member be punished in any way for this decision.

Section 4. Faculty Workweek

- A. Each term will consist of an average of seventy-eight (78) potential class and examination days during a period of time not to exceed sixteen (16) weeks in duration, or a total of not more than 155 scheduled class days over two semesters.
- B. Each faculty member's workweek will not exceed thirty-five (35) hours and five (5) consecutive calendar days.

Section 5. Course Scheduling

- A. At least 120 days prior to the first day of classes in each term, deans and/or associate deans shall solicit scheduling preferences from faculty. Each faculty member shall be permitted to indicate whether they prefer or do not prefer – or have no preference regarding – assignment to a course during each class period on each day. In assigning the full teaching load, every effort will be made to assign each faculty member to as many days and class periods in accordance with their preference and as few days and class periods against their preference as possible. Full-time faculty on continuing or annual contract will have first preference for course assignments. Temporary full-time faculty will have second preference. Adjunct faculty, including staff or administration teaching

as adjunct faculty, will have third preference.

- B. Faculty teaching assignments in fulfillment of their teaching load shall meet the following conditions:
1. On any given workday, the end of the faculty member's last teaching period shall be no more than eight (8) hours later than the beginning of his/her first teaching period.
 2. A faculty member shall not be assigned to teach classes in consecutive periods at two different campuses.
 3. At least twelve (12) hours shall elapse between the end of a faculty member's last teaching period on a given workday, and the beginning of his/her first teaching period the following workday.
- C. It is the responsibility of the Administration to assign faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional modalities which meet the needs of students, subject to the conditions outlined in paragraph C above. These conditions may only be waived with the express written authorization of the Union. Such waiver shall expire at the end of the term in which it is granted.

Section 6. Instructional Faculty Contact Hours

- A. The source for course credit hour and contact hour equivalents is 6A-14.030 FAC (Postsecondary Credit Definitions). One (1) college credit is based on the learning expected from the equivalent of fifteen (15) fifty-minute periods of classroom instruction; with credits for such things as laboratory instruction, internships, and clinical experience based on the proportion of direct instruction to the laboratory exercise, internship hours,

or clinical practice hours.

- B. All annual and continuing contract faculty will be expected to complete 225 instructional contact hours in both the fall and spring semesters for a total of 450 contact hours during the academic year. All lecturers will be expected to complete 270 instructional contact hours in both the fall and spring semesters for a total of 540 instructional contact hours.

These hours can be completed using any combination of the following course types:

1. **Lecture:** A lecture course is one in which the number of class hours (50-minutes each) per week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listener and/or a participant in activities/discussions conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the amount of preparation preceding the lecture and by the amount of in-class and post-evaluation of the student's out-of-class work, which usually includes reading assignments, term papers and other assignments. A lecture course shall meet for fifteen (15) fifty (50) minute sessions per credit hour.
2. **Laboratory:** A laboratory course is one in which the contact hours per week do not equal the semester hour credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant, who organizes laboratory accouterments in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience. Instruction generally takes place on a one-to-one basis between the

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student and the instructor at the laboratory station. Laboratory experiences may be scheduled for a class or be open to a student to work at his own pace under supervision. The ratio of credit hours to contact hours in a laboratory course varies but is usually more than one (1) contact hour per credit hour. Commonly denoted with an “L” designator.

3. **Clinical:** A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. The ratio of credit hours to contact hours in a clinical course varies but is usually several contact hours per credit hour. A clinical experience has unique characteristics which include:
 - a) The learning experience takes place in a “real life” environment that is generally located in an area not under the direct control of the College or its agents;
 - b) There is an element of uncertainty in the learning situation, in which discrete events are not pre-programmed;
 - c) There are different procedures for the instructor/staff preparation and for student evaluation in a clinical experience than in lectures and/or laboratory classes;
 - d) A faculty member in a clinical situation has on-site instructional/supervisory responsibilities for the student and evaluates the student by personal observation.
4. **eLearning:** eLearning is defined as a formal educational process in which at least 30% of the instruction (regular and substantive interaction between students and instructors and among students) in a course occurs when students and instructors

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are not in the same place. Instruction may be synchronous and/or asynchronous.

- a) An eLearning course may employ audio, video or computer technologies within the approved online Learning Management System (LMS).
 - b) The instructor actively controls the amount and quantity of information which is directed to a specific objective. An eLearning class is typified by the consistent interaction between the instructor and the student.
 - c) An eLearning class is typified by the amount of preparation preceding the electronic communication and by the amount of the student's on-line assignments and post-evaluation of student's work, which may include but is not limited to reading assignments, term papers. This does not include the use of computers, e-mails or other electronic media as part of the instructional methodology for lecture, laboratory or clinical courses.
 - d) eLearning sections may be considered as part of the faculty member's regular load.
 - e) An eLearning section will have a minimum of 12 enrolled (unless otherwise approved for a lesser number by Dean, AVP, or VP).
 - f) An eLearning section will have the same maximum number of enrolled students as an equivalent face-to-face course, unless otherwise agreed to by the faculty member.
5. **Faculty of Record:** In some clinical, practicum or cooperative education/work experience courses, the student's primary learning experience may be through work-related training. In such courses, the student's work activities are directed by a clinical/work supervisor. In such courses, a full-time faculty member

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develops performance-based modules and assigns grades based on the evaluation supplied by the clinical/worksite supervisors. A full-time faculty member supervises the students through coordination with the clinical or work supervisor and through scheduled visits to the clinic or work sites. If a course combines teaching hours and onsite clinical worksite supervision, the portion of the course devoted to teaching hours will receive contact hour points and the administration of preceptorships will receive Faculty of Record hours as defined in Article 8.10.

6. **Applied Music Course:** A student-performance-based music course in which there is only one-to-one interaction between the instructor and the student for the duration of at least one-half contact hour per week.
7. **Ensemble Music Course:** A student-performance-based music course in which multiple students are instructed within a classroom or rehearsal environment.
8. **Workshop Course:** A workshop course involves performance or practice taking place in a workshop, theatre, or studio environment.
9. **CTC:** Career credit is the type of credit assigned to courses or course equivalent learning that is part of an organized and specified program leading to a career certificate. It applies to postsecondary adult career courses. One (1) career credit is based on the learning expected from the equivalent of thirty (30) hours of instruction.
10. **Combination:** A course which combines lecture with either laboratory or clinical activities section. Commonly denoted with a “C” designator. The lecture and laboratory sections of these courses should not be separated. Registration to the lecture and lab must be simultaneous, students cannot sign up for one without the

other, and the instructor of record must be the same for both.

- C. A continuing contract or annual contract instructional faculty member on a Basic Academic-Year Contract (161-days) will fulfill his or her contractual obligation by teaching 450 contact hours within the academic year. While the expectation is that a faculty member will teach 225 contact hours in each of the Fall and Spring Terms to meet his or her obligation, the Administration shall consider a faculty member who has at least 180 contact hours and not more than 270 contact hours to have fulfilled his contractual obligation for the respective term. The supervising administrator, by mutual agreement with the faculty member, may elect to average the contact hours over two or more semesters allowing less than 225 contact hours in one term provided that the total for academic year is 450.
- D. Any online, honors, or face-to-face course used to meet instructional contact hour obligations must have at least twelve (12) enrolled students. Cross-credentialed faculty may also elect to use one course they are credentialed to teach that is outside of their primary assignment to meet instructional contact hour obligations, provided that there are at least twelve (12) enrolled students. If there are extenuating circumstances, a supervising administrator may waive minimum enrollment requirements for any teaching assignment. Extra compensation for all overloads is also subject to the overload compensation requirements of Article 9, Section 6 below. The College and UFF agree to the creation of a joint task force to determine appropriate class caps by the end of the 2019-2020 Academic Year. The cap sizes deemed appropriate by the taskforce will be implemented during the 2020-2021 school year, after which point, changes will not be made to those cap sizes without consulting the taskforce.

Section 7. Banking Contact Hours

A faculty member on a Basic Academic Year Contract may bank up to 225 contact hours by mutual agreement with their supervising administrator provided she or he meets the following conditions:

- A. The faculty member must meet instructional contact hours for the contract period (Fall, Spring, Summer).
- B. Must defer compensation for banked contact hours until they are spent. The faculty member will not be responsible for additional office hours when the banked contact hours are used.
- C. Banked contact hours may not be carried longer than four major academic semesters (Fall, Spring) or two years
- D. The faculty may choose to use the banked contact hours for the following:
 1. to subsidize approved leave, as held in reserve as a payout
 2. to reduce instructional contact hours obligations for a given semester
 3. exceptions may be made on a case-by-case basis in consultation with the supervising administrator.
- E. Faculty members may not use more than ninety (90) banked contact hours in a given semester unless they are using banked contact hours to subsidize an approved leave.
- F. Faculty must notify their supervising administrator of their intent to use banked contact hours by the start of the spring semester if they plan to use them in summer or fall or the start of the fall semester if they plan to use them in spring.
- G. After two years, any unused banked contact hours shall be paid out at the adjunct rate.

- H. Faculty members wishing to bank contact hours must complete the appropriate forms.

Section 8. Faculty Course Overloads

Any bargaining unit member who desires an overload teaching assignment shall submit a written request to the Dean, Associate Dean, and/or Program Manager as appropriate prior to the end of the spring term for the next academic year. The assignment of courses and location will be determined by the supervising administrator, taking into consideration faculty preferences and limitations as describe elsewhere in this Article. Such requests by unit members will be fulfilled prior to making instructional assignments to adjunct faculty as provided below.

- A. A faculty member who meets his or her contact hour obligation as outlined above may elect to teach overloads as provided by the Contract.
- B. A faculty member on a Basic Academic-Year Contract who teaches 225 contact hours in the Fall Term and 225 contact hours in the Spring Term may request up to three (3) overloads in each of the respective terms.
1. If overloads are available within the discipline, a full-time faculty member rated “Satisfactory” on his or her evaluation will be granted an overload of up to 135 contact hours per term by the supervising administrator.
 2. Full-time faculty members rated “Acceptable but needs some improvement” may be permitted to teach an overload; the decision as to whether they are eligible to teach an overload and, if eligible, the number of overload hours that can be taught are at the discretion of the Supervising Administrator. If such an overload is granted, the overload shall not exceed 90 contact hours per term.
- C. Overload assignments within a discipline shall be distributed equitably by the Supervising Administrator among full-time faculty with a “Satisfactory” evaluation who

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request an overload. Faculty members with a “Satisfactory” rating will receive preference over those with an “Unsatisfactory” rating who are approved for an overload by their immediate supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member’s Supervising Administrator. The faculty member will be allowed the opportunity to see available overloads.

1. A full-time faculty member rated satisfactory shall have priority for 135 contact hours over all part-time faculty members on all campuses or divisions for an overload assignment during the Fall and Spring Terms and 315 contact hours during the summer session, which will be compensated at the overload rate.
2. A full-time instructional faculty member with a “Satisfactory” evaluation shall have priority to teach an overload in his or her own credentialed discipline(s) over a full-time faculty member outside that discipline, which will be compensated at the overload rate.
3. Extended-Year contractual faculty members who are rated “Satisfactory” and are permitted by Supervising Administrators to teach overloads will be compensated for all such overloads in the term in which they are taught at the overload rate.

Section 9. Summer Instructional Assignments

A full-time faculty member who is completing or has completed his Basic Academic-Year contractual obligations prior to or during the Summer Term may also request to teach during the summer. To be eligible, the faculty member must be rated as set forth in Article 9, Section 8, above. If the sections are available, a faculty member, so rated, requesting a summer teaching assignment will be assigned up to 315 contract hours at the established overload rate after all full-time faculty within the discipline have met their minimum contractual loads. If assigned, the

following criteria shall apply to summer instructional duties:

- A. A full-time instructional faculty member rated “Satisfactory” will have priority for summer instructional duties of up to 315 contact hours over part-time faculty at all campuses or divisions. It is the requesting faculty member’s responsibility to make his or her preference known.
- B. Faculty members rated “Unsatisfactory” may be permitted to teach in the summer. The decisions as to whether they are eligible to teach in the summer and, if eligible, the number of course that can be taught are within the discretion of the immediate Supervising Administrator. If a summer assignment is granted, it will not exceed 180 contact hours.

Section 10. Substitute Teaching

- A. Administrators and program managers shall keep a contact list of credentialed faculty members who teach on their campus that may be available to substitute. When a faculty member has a planned absence, they shall request the list from their Supervising Administrator and will arrange for a substitute instructor. For unplanned absences, the faculty member will contact the dean and/or associate dean and will work with them to arrange for a substitute instructor. It will be the responsibility of the faculty member to notify the approved substitute instructor(s) and the Supervising Administrator regarding any absences, whether planned or unplanned, unless circumstances beyond the control of the unit member prevent him or her from providing such notice. In cases of unplanned absences on the part of a unit member, the Supervising Administrator may assist in the notification of substitute instructor(s).
- B. Unit members who are asked to serve as substitutes in classes for which they are

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qualified will agree to provide such service provided that no conflict in class schedules occurs as a consequence of the substitution. The parties recognize that in some instances, if approved by the Supervising Administrator, special class work may be assigned to students during an instructor's absence, and that in such instances the services of a substitute instructor may not be required. Other employees of the College may serve as a substitute in extenuating circumstances.

- C. When an exchange of time is not practical between qualified substitutes, the College will compensate the substitute faculty member for the temporary assignment in accordance with the agreed upon rate as specified in [Article [X]-[Compensation]. If the faculty member teaches as a substitute in excess of two (2) consecutive weeks during the term, the administration will compensate the faculty member at the established instructional overload rate, as provided in [Article [X]- Compensation]. A faculty member cannot substitute any class that meets at the same time as one of their regularly scheduled classes.

Section 11. Online Course Considerations

- A. Any faculty member teaching online is expected to have regular and substantive interaction with students. Faculty members teaching online will respond to any student questions or concerns within 48 hours, Monday through Friday.
- B. Faculty teaching online will also travel to the student's home campus for an in-person conference if requested, so long as a mutually agreeable time can be arranged. Such meetings will be subject to the provisions of Section 11E (1)-(2) of this article.
- C. In order to allow faculty members to best meet the needs of students on multiple campuses and best achieve a quick grading turnaround, non-nursing full-time faculty

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members' face-to-face courses shall be scheduled on no more than two days per week unless waived by the faculty member.

Section 12. Office Hours

- A. Office hours denote regularly-scheduled time periods during which faculty members will be available for one-on-one consultations with students outside of a classroom setting to provide instructional, program-related, or similar academic assistance to students on an as needed basis.
- B. Office hours may be scheduled on-campus in the faculty member's office, in their classroom, online, or at appropriate off-campus sites, as provided below. The availability and location of office hours shall be provided in writing to the students and Supervising Administrator by the first day of classes.
- C. Each faculty member shall publish and maintain a total of ten (10) office hours per week during the Basic Academic Year. These hours are included within faculty's 35-hour work week.
- D. All faculty members may schedule at least four (4) hours of office time online or in an alternate off-campus location. The off-campus location must be mutually agreed upon by the faculty member and his or her supervising administrator.
 - 1. Instructors whose load is primarily comprised of distance learning courses may hold more than four (4) office hours online. Instructors whose load is 50% distance learning classes may hold five (5) of their office hours online, instructors whose load is 60% distance learning classes may hold six (6) of their office hours online, and so on.
 - 2. If the instructional load is comprised entirely of online courses, the faculty member

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may account for all scheduled office hours online. This does not preclude the faculty member from meeting with the student in person if either the student or faculty member so desires.

- E. If a student must schedule an appointment at a mutually agreeable time other than during scheduled office hours:
1. It is expected that faculty be available upon student request for appointments during regular college business hours.
 2. The faculty member may post a notice to students, with a copy to the supervising administrator, that the faculty member has cancelled equivalent office hours during that week.
- F. In emergencies or other unusual circumstances, the supervising administrator or his/her designee may approve exceptions to the published schedules of office hours for individual faculty members.
- G. During final exam week, the office hour schedule may be adjusted to accommodate the final exam schedule and the increased grading load. If adjustments are made, the revised schedule must be posted by or on the faculty members' door at the start of the week.

Section 13. Instructional Faculty Responsibilities

- A. Faculty are required to participate in scheduled mandatory departmental, discipline, and college-wide or campus or division-related activities including submission of assessment data, student retention activities (e.g. starfish surveys), and final grades.
- B. Faculty will attend all required division and college-wide meetings scheduled by the Dean or Administration with a minimum of five (5) business days' prior notice unless the faculty member is on approved leave or has a verifiable appointment, assignment or

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commitment that cannot be rescheduled by the faculty member without undue personal effort and/or personal expense.

- C. Faculty members shall be required to attend no more than four (4) in-service/administrative days per year under a Basic Academic-Year Contract and no more than six (6) in-service/administrative days under an Extended Extended-Year Contract. Class assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings.
- D. Faculty members shall instruct students in conformance with the discipline-approved course objectives and the course descriptions published in printed and/or online editions of the College catalog.
- E. Faculty members will respond within four (4) business days to requests for accommodations from Student Accessibility Services. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of the required notice from the College office responsible for addressing ADA student compliance.
- F. Faculty members are expected to make a course syllabus available to the students no later than the first day of class. In the event of a schedule change within four (4) weeks prior to the start of the class, the instructor shall post the syllabus no later than the end of the second week of classes. Syllabi are required to follow the template provided by the college.
- G. So the faculty may have opportunity to use student feedback to continually improve teaching and student learning, and to assist the Administration with statutory compliance, faculty will encourage their students to participate in the student evaluation survey

process each term.

- H. At the conclusion of each academic term, each faculty member is expected to review the results of any student-opinion surveys completed by students who enrolled in each course or section taught by the instructor during the pertinent academic term.
- I. Faculty members will be assigned to teach courses in their respective academic disciplines at times and locations and/or in instructional formats which meet the needs of students/department/division before requesting/accepting courses outside of their primary department/division.
- J. Faculty will fulfill instructional obligations such as preparing for classes or grading papers, tests, and/or other required student assignments. Faculty will submit final grades for all courses taught in a semester by the published deadlines.
- K. Faculty will serve as liaisons to a maximum of five (5) adjunct faculty members per year. As an adjunct liaison, the faculty member will be the adjuncts' first point of contact if they have questions. They will also offer curriculum advice when asked and remind adjuncts of important deadlines if requested by their dean or program manager. They will not, however, be responsible for evaluating the adjuncts, as this represents a supervisory/managerial function.
- L. Faculty members will not be required to teach on more than two campuses in a given semester. Faculty may waive this requirement in exchange for a \$2500 stipend. If a faculty member chooses not to waive this requirement, this decision cannot be reflected poorly on their evaluations, nor can the faculty member be punished in any way. A decision to waive this requirement in one semester does not imply consent to waive this requirement in future semesters.

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- M. Faculty members who are asked to teach courses outside of their home campus will receive standard mileage reimbursement for their travel to and from said campuses or centers. In order to receive the mileage reimbursement, faculty members must complete one travel form per semester using established mileage lengths.
- N. In order to ensure a collegiate experience for all students, administration will establish a mutually satisfactory balance between dual enrolled and non-dual enrolled students in non-HSCA sections as allowed by applicable Administrative Code.

Section 14. Library Faculty Schedules

- A. Because the campus libraries operate year-round, library faculty members are designated as non-instructional faculty on twelve (12) month contracts consisting of approximately 260 duty days from July 1 to June 30. Library faculty members observe the official college schedule for holidays and closings.
- B. Library faculty members will account for their weekly hours as approved by their immediate supervisor, with the total number of hours not to exceed thirty-seven and one-half (37.5) hours per week, or an average of seventy (75) hours per pay period.
1. Schedules for library faculty will allow for a reasonable degree of flexibility to attend meetings, sponsor organizations, and participate in campus or division or college wide projects and initiatives. In order to perform such duties, the schedules of library faculty may be modified upon the approval of the immediate supervisor in order to provide adequate service to students and other members of the College community. Each library faculty member's workweek will not exceed five consecutive calendar days, unless waived by the individual library faculty member.

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2. Library faculty members and the immediate supervisor shall mutually determine their schedules as may be necessary to meet professional-staffing requirements, and within the provisions of Sections 8.2 and 8.3 of this Article.
3. Each faculty librarian will work one Saturday a month. While a librarian may opt to work more than one Saturday in a given month, they cannot be required to do so.

Section 15. Library Faculty Responsibilities

- A. The primary responsibilities of library faculty are the delivery of library and information services. To be in compliance with the requirements of the SACSCOC and any other applicable accrediting agencies, each library faculty member must satisfy the minimum certification requirements established by these agencies. The Administration will provide the appropriate resources to enable each library faculty member to perform his or her responsibilities to the college. Additionally, administration will not explore the creation of new library partnerships or agreements without consulting library faculty as part of the decision-making process.
 1. To fulfill this responsibility, library faculty will:
 - a) Provide reference service and library instruction to students, faculty, staff and community residents.
 - b) Provide assistance with one or more operational areas of the Library (e.g., Reference and Instructional Services, Circulation and Interlibrary Loan, Technical Services and Automation).
 - c) Provide access to information resources via the Library's automated system, website, etc.

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2. While not a contractual requirement, library faculty members have the option to teach credit classes in an overload capacity.
 - a) Courses taught may include information research, information technology, library skills, student success, and/or similar approved contractual assignments based on academic credentials.
 - b) When teaching a course as an overload assignment, library faculty members must meet the teaching-related responsibilities required of adjunct faculty.

Article X Compensation

Section 1. Starting Salary

- A. A faculty member's starting salary shall be based on the position for which they are hired, years of experience, and academic degree as verified by Human Resources. The starting salary for faculty members and lecturers on a nine-month contract with a master's degree and no experience is \$46,500, (\$44,500 without a master's degree). The starting salary for a faculty member on a twelve-month contract (e.g., librarians and program managers) with a master's degree and no experience is \$54,500. In addition to receiving credit for years of experience and academic degrees, faculty members in nursing and select workforce programs will also have \$5,000 added to their base pay in recognition of their work in a critical needs area.
- B. A year of experience will be defined as teaching experience and/or relevant work experience that is comparable to the annual workload assigned to LSSC Faculty. Lake-Sumter State College will recognize a maximum of 10 years of experience for the purpose of starting salary calculation. A year of previous working experience outside of Lake-Sumter State College is valued at \$500 for the purpose of starting salary calculation. New faculty members entering employment with Lake-Sumter State College with five or more years of experience will have the opportunity to apply for Assistant Professor or Assistant Librarian after one-year of employment at Lake-Sumter State College, which garners an additional \$2,000 in salary
- C. There are four salary classifications for faculty based on academic degrees and graduate level educational credit hours: (1) Master's Degree; (2) Master's Degree with 18 additional credit hours in a different field than that of the Master's Degree; (3) Master's

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Degree with 30 additional credit hours in the field of study; and (4) Doctorate Degree.

Faculty will be credited the following permanent salary increases for attaining each respective classification: \$3,000 for a Master's Degree with 18 additional credit hours in a different field than that of the Master's Degree; \$4,500 for a Master's Degree with 30 additional credit hours in the field of study; and \$7,000 for a Doctorate Degree. Salary increases based on academic degrees and graduate level educational credit hours will begin to be awarded one month after the courses are completed and/or the degree is conferred and will continue to be awarded in perpetuity.

- D. Faculty currently employed at LSSC shall also receive credit for their graduate training and coursework in the amounts designated above, for the levels of coursework designated above in subsection C, upon providing transcripts substantiating their training to the college. Thus, a faculty member with a Master's Degree and 18 additional credit hours of coursework shall, upon submitting documentation that is accepted by the College as complete, receive a \$3000 increase to base salary.
- E. The College shall confirm receipt of the transcripts in writing within five days of the faculty member submitting them. Within fifteen days of the faculty member's submission of their transcripts, the College shall confirm in writing that the required documentation is complete and has been accepted or is incomplete. If the documentation is deemed incomplete, the College shall list the required documents remaining. The faculty member shall be allowed to submit additional documentation.

Section 2. Salary Adjustments and Additional Compensation

- A. Rank and Promotion—Article XI outlines the procedures for faculty to apply for rank and promotion. Each rising stage of the promotion process garners a permanent salary

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increase. The stages of Assistant Professor and Assistant Librarian merit a permanent salary increase of \$2,000. The stages of Associate Professor and Associate Librarian merit a permanent salary increase of \$2,200. The stages of Professor and Librarian merit a permanent salary increase of \$2,400. The final stages of Senior Professor and Senior Librarian merit a permanent salary increase of \$2,600.

- B. Overload Compensation - Full-Time faculty teaching credit classes in excess of the stated full-time semester hour load (15 contact hours for annual or continuing contract faculty and 18 for lecturers) will receive overload pay per credit hour as follows: Master's Degree (\$575); Master's Degree with 18 additional credit hours in a separate field (\$600); Master's Degree with 30 additional credit hours in the field of study (\$625); and Doctorate Degree (\$650).
- C. Compensation for Instruction during Summer Semesters - Full-time faculty in all salary classifications teaching in the summer will be paid at the rate of \$734.00 per contact hour).
- D. Compensation for Independent Study Instruction - An independent study course is one that has a college course prefix and number, utilizes a delivery method designed for one-on-one instruction, is a Lake-Sumter State College established course, and complies with that course's approved description and objectives. Faculty members who teach independent study courses will be paid \$50 per credit hour per student.
- E. Salary Adjustments
 - 1. The Lake-Sumter State College faculty acknowledge the efforts of the college administration to develop and pass a salary compression package for the 2018-2019 academic year contract period. Thus, a reevaluation of each current faculty

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member's years of experience and resulting compensation increase for those years of experience is not necessary. Instead, each faculty member will receive a base salary adjustment respective to the compensation categories that are defined as permanent for the salary calculation model, which include the minimum starting salary, salary classifications (i.e. masters, masters +18, masters +30, and doctoral), and stages of rank and promotion.

2. These salary adjustments described above will represent the total compensation increase for faculty during the 2019-2020 academic year contract period.
3. During the remainder of the contract period, all faculty employed by Lake-Sumter State College will receive a permanent base salary raise of \$1,500 annually.

Section 3. Special Project Stipends and Reassigned Time

- A. Faculty members who voluntarily agree to take on additional roles and/or projects that the administration believes are both substantive and valuable to the institution will be granted stipends and/or reassigned time in recognition of that work.
- B. Faculty entering into such an agreement with the institution will complete an EAR (see appendix) for each semester he or she will spend working on the project. The EAR must be signed by the faculty member and the supervising administrator, as well as any other relevant administrators, at least one month before the faculty member is expected to begin working on the assignments outlined in the EAR. Approval of the EAR must be communicated to the faculty member, in writing, at least two weeks before the faculty member is expected to begin working on any of the assignments outlined in the EAR. Any stipends associated with the additional roles and/or projects will be paid out according to the college's overload payment schedule.

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- C. Reassigned time that is budgeted based on the cost of adjunct backfill will take the place of instructional hours only. So, for example, a faculty member who is given 3-credit hours of reassigned time, budgeted at \$1625, would have their total required contact hours for that semester reduced from 225 to 180 but would still be expected to complete 10 hours of office hours and 10 hours of other duties as assigned each week. Reassigned time that is budgeted based on a percentage of the faculty's salary will come with a reduction not only in instructional contact hours, but also in office hours and other duties as assigned. So, for example, a faculty member who is given 20% reassigned time to complete a specific project, which is budgeted as 20% of that faculty members salary, will receive a 20% reduction in instructional hours as well as a 20% reduction in mandatory office hours and other duties as assigned.

Section 4. Awards for Excellence

At the discretion of the college president or designee, a faculty member may be granted an award for excellence of up to two thousand five hundred dollars (\$2,500). These awards should not be granted in lieu of raises.

Section 5. Terminal Pay

- A. Terminal pay for unused sick leave accumulated at or transferred to Lake-Sumter State College and unused vacation leave accumulated at Lake-Sumter State College will be paid to either a full-time faculty member who terminates his or her employment at the College or to his or her beneficiary if service is terminated by death in accordance with the following provisions.
- B. In lieu of payment at the time of termination, faculty members electing to participate in the Deferred Retirement Option Program (DROP) may elect to be paid for unused

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vacation leave in accordance with this policy effective the day preceding the DROP begin date. Faculty members electing such lump-sum payment will not be eligible to receive a second lump-sum payment upon termination, except to the extent that they have earned additional vacation leave which combined with the original payment does not exceed the lump-sum payment allowed under this policy.

- C. For the purpose of calculating terminal pay, a year of service will be credited when the faculty member serves one day more than one-half of the number of days in the contract year/fiscal year or the equivalent.
- D. The daily rate of pay for nine (9) month employees is determined by dividing the annual rate for nine (9) months by 161 and the daily rate for twelve (12) month employees is determined by dividing the annual rate for twelve months by 239.
- E. Terminal pay for regular full-time members includes:
 - 1. Sick Leave
 - a) At the employee's option, any or all accumulated sick days may be transferred to another participating State of Florida Retirement System Agency.
 - b) Subject to advanced notification, qualified Faculty employees shall be paid accumulated sick leave days at the separating employee's current rate of pay upon separation.
 - 2. Vacation Leave: Subject to advanced notification, qualified employees shall be paid accumulated vacation leave days based on the following schedule:
 - a) The daily rate of pay multiplied by the number of accumulated and unused vacation days, not to exceed 44 days (330 hours), unless the College has a claim against the employee or the employee's benefits, if the required advance

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notice of termination is given to the employee's supervisor (see Board Rules 5.01 and 5.07).

- b) An involuntarily separated employee shall be paid for a maximum of 44 days of accumulated vacation leave.
- F. Employees will call the Human Resources office to discuss the necessary paperwork to receive terminal pay benefits (e.g., Notice of resignation/retirement and Exit Checklist).
- G. Upon receipt of the DROP Notice of Election form completed by the faculty member, DROP participants who elect to do so will be paid terminal vacation pay the day preceding the DROP begin date.
- H. Terminal sick and vacation leave payments to faculty employees separating from the college will be made in the final paycheck only after the employee completes and submits the Exit Checklist to the Human Resources Department.

Article XI: Faculty Rights and Working Conditions

Section 1. Bargaining Unit Member Rights

In the event the Administration intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in this Agreement, the Administration agrees to give notice to the Union and provide an opportunity to discuss any changes prior to implementation. Neither such discussion nor any construction of this section shall waive the Union's right to bargain the impact on wages, hours, or terms and conditions of employment of any decisions made by the Administration.

Section 2. Right to Privacy

- A. An employee has the right to privacy with regard to his personal and private life, including, but not limited to, religious and political activities, unless such actions are demonstrably detrimental to the College.
- B. The Administration may implement and maintain a Drug-Free Workplace to the extent permitted by state and federal law, provided that no employee shall be subject to any form of drug testing for any medication for which the employee can produce a valid and current prescription. The Administration will make a good-faith effort through the Employee Assistance Program (EAP) to assure that any faculty member determined to be dependent upon illegal drugs is remediated and returned to active status with the College. Should the Administration want to implement a drug policy that includes faculty, such policy will be determined through the collective bargaining process. No faculty member shall be subjected to a random drug test of any kind for any purpose. No faculty member will be discriminated against because of his or her refusal to submit to a drug test not permitted by this Agreement. Program faculty assigned to an affiliated site for an

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academic program will be required to adhere to the affiliation agreement provisions which may include additional background and drug tests.

Section 3. Safe Workplace

- A. The Union and the Administration agree that employees and students are entitled to a campus environment free from any kind of harassment. The parties shall endeavor to achieve a working and learning environment free from all forms of harassment and discrimination. Harassment includes, but is not limited to, slurs, innuendoes or other verbal or physical conduct reflecting on an individual's race, color, religion, national origin, ethnicity, age, gender, gender identity, pregnancy, marital status, sexual orientation, disabling condition, veteran status, or any other factor or condition protected by law which has the purpose or effect of creating an intimidating, hostile, or offensive educational work environment, has the purpose or effect of unreasonably interfering with the individual's work performance or participation, or otherwise adversely affects an individual's employment or educational opportunities.
- B. No faculty member shall be subjected to sexual harassment, whether from a student, colleague, supervisor, or other member of the College community. Sexual harassment is defined as unwelcome advances, requests for favors, and other unwanted conduct of a sexual nature, whether verbal (such as the use of sexually degrading words and innuendoes), visual (such as the displaying of sexually suggestive or explicit photographs, drawings, graffiti, etc.), or physical (such as the use of sexually suggestive body language or physical touch), by someone from or in the workplace or educational setting, under any of the following conditions:

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1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment.
 2. Submission to, or rejection of, the conduct by the individual is used as the basis of employment decisions affecting the individual.
 3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.
 4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the College.
- C. The Administration shall advise the faculty member in the event that a student known to the College to be on a state or national sex offender registry enrolls in his or her class.
- D. A faculty member shall immediately report to College Security, and will, within 24 hours follow up with the campus or division administration, any work-related incident that involves an assault upon his or her person, and/or the threat of bodily harm, while in the performance of College-assigned duties.
- E. Any faculty member who sustains an injury as a result of such incidents will not be required to utilize accumulated sick leave for absence from his or her College-assigned duties and will instead use Illness/Injury in the Line of Duty Leave.
- F. Disruptive Student Behavior: Student Behavior is disruptive when it interferes with or conflicts with an environment that is conducive to learning, civility or academic freedom in the classroom or at any LSSC -sponsored event. Disruptive behavior interferes with instruction or with another student's right to pursue learning, violates college policies, or

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violates local, state or federal laws. Examples of disruptive and abusive behavior may include but are not limited to

1. Aggression toward other students or faculty
2. Threats of violence
3. Sexual harassment, as defined in Article X. 3.B above
4. Use of derogatory language/racial slurs
5. Unyielding argument or debate
6. Yelling inside or outside of the classroom
7. Untimely talking/laughing/crying
8. Snoring in class
9. Engaging in content on electronic devices that others find disruptive
10. Listening to music at a volume disruptive to others

LSSC faculty have the authority to exclude a student from any class session in which that student is being disruptive; however, faculty members do not have the ability to remove a student permanently outside of the withdrawal process. A student can only be removed from a class indefinitely through the disciplinary process as outlined in the "Student Disciplinary Procedures" section of the College Catalog and Student Handbook. Faculty and staff may wish to consult with their supervisor or other responsible college personnel before initiating the disciplinary process.

- G. The College shall provide and maintain a safe and healthful working environment for all employees. Toward that end, the College shall promptly investigate faculty reports of health and safety concerns including, but not limited to, mold/mildew, asbestos, leaking pipes and structures, animal and insect infestations, and broken equipment/ structures.

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The College shall report back to the faculty member within 10 business days, in writing, detailing

1. Measures taken to investigate the complaint
2. Measures taken to mitigate the conditions that occasioned the complaint
3. Reasonable Accommodations available to the faculty member

Section 4. Personnel Files

- A. Any records that relate to a faculty member's performance or evaluation will be filed in the faculty member's Limited Access File in the Office of Human Resources. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. Written authorization to review a faculty member's personnel files will be filed in the personnel file.
- B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file.
- C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may review his/her "unofficial" personnel file at the Campus, if one is maintained. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

Section 5. Intellectual Property

- A. In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors, if such products are the result of independent labors, and are not produced as a result of a specific

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agreement with the College. Such endeavors may include any patent rights, copyrights and royalties, and any associated profits derived there from.

- B. When products are the result of a specific agreement with the College, the Board and a faculty member may enter into an agreement to establish the percentage of ownership of trademarks, copyrights or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.
- C. Unless the contribution is substantial, faculty shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty was not an original author of the unmodified version of the existing edition of the text.
- D. Lectures, images, videos, lab manuals, textbooks and other course materials created by faculty members are their respective property and cannot be used without their consent and just compensation. This includes recorded audio or video used for instructional purposes.
- E. The development of written course materials (textbooks, lab manuals, etc) created at the request of a supervisor and/or college administrator will be compensated at the industry rate of \$0.10 a word. The college must also provide compensation for an editor of those written materials who should be compensated at a rate of \$0.25 per page. When discipline changes or procedures necessitate content adjustments, the author should be paid \$0.25 per page for revisions. Payment for the creation, editing, or revision of these materials must be made within 30 days of project completion.
- F. Classes cannot be used, recorded, livestreamed, or telecast without the faculty member's expressed, written consent and agreed upon compensation. Faculty members cannot be

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required to allow their classes to be recorded, livestreamed, or telecast, and choosing not to do so cannot be reflected in their evaluations or held against them during the promotion process.

Section 6. Outside Employment

Faculty members may engage in employment outside of the College, provided notice of such employment is provided to the College in advance when possible, but in no event later than ten (10) business days. The President will establish administrative procedures to ensure that such outside employment does not conflict with or does not reduce the capability to perform required functions as an employee of Lake-Sumter State College. In the event a conflict between primary employment with the College and outside employment does occur, the procedure will include a method for the resolution of such conflict. A faculty member shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida.

Section 7. Faculty Offices

- A. The Administration shall provide each faculty member with a lockable office. Each faculty member shall have a computer with Internet access, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member's classes whenever possible.
- B. The Administration shall provide at least one telephone for each full-time faculty member's office. The use of telephones by the faculty member shall be in accordance with administrative rules and procedures. The faculty member shall be permitted to use his or her office phone for collect or credit card long-distance calls that are at no expense to the College.
- C. Faculty members will have unimpeded access to their offices and bathroom facilities

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during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the faculty member will be granted access within a reasonable time by contacting the appropriate campus security office and upon verification of faculty identification. Bathroom facilities shall remain accessible to faculty after normal operating hours.

Section 8. Parking

On each campus, the Administration shall provide off-street parking facilities designated for full-time faculty and full-time staff only. The Administration shall provide these facilities free of charge and within a reasonable distance of each building where faculty offices are located on each campus. Such designation shall be for twenty-four (24) hours, seven (7) days per week. The Administration shall provide parking spaces as close to the building entrances as possible with a "Fifteen Minute Loading/Unloading Zone" designation. The Administration will keep the parking areas maintained, lighted, and protected with security. Existing parking spaces currently designated for faculty and staff use cannot be reallocated without the written consent of the Union.

Section 9. Access to College Mail

- A. The College shall make its internal mail service available to each faculty member. Each faculty member will be provided a mailbox at his assigned campus and will have access to his mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.
- B. The College will provide an email account and access to each faculty member. At a minimum, email access shall be provided in the faculty member's office and via the Internet or virtual private network (VPN) from off campus.

Section 10. Committees

- A. As part of faculty and program managers' workloads, committee and workgroup participation are both required and crucial. Participation includes attending meetings, either in person or via audio or video conference, and responding to emails and other communication within two (2) business days. Similarly, administration will be required to respond to faculty communication, which includes emails, forms, and other queries, within two (2) business days. In order to allow faculty members to effectively participate in committees and major college initiatives, meetings for said committees and initiatives should only be held on faculty duty days and notice of said meeting should be provided at least five (5) business days in advance.
- B. Planning Council. The Union shall appoint two (2) voting members to the Planning Council.
- C. Human Resources and Professional Development Committee
1. The College shall establish a subcommittee on Employee Benefits. The Union shall appoint at least half of the voting members of the subcommittee.
 2. The Committee shall meet at least twice per semester to review information, policies, and procedures relevant to those employee benefits covered under Article XII.
 3. The Committee shall make recommendations to the parties' bargaining teams. All recommendations of the Committee shall be subject to negotiations.
- D. Academic Excellence and Assessment Committee. At least half of the members of this committee shall be members of the Union's bargaining unit.
- E. Curriculum and Instruction Committee. At least half of the members of this committee shall be members of the Union's bargaining unit.

F. Campus Safety and Operations Committee.

1. The Union shall appoint at least 2 voting members to the Committee.
2. The Committee shall meet at least twice per semester to review information, policies, and procedures relevant to safety and security in general and those matters addressed in Section 3 above in particular.
3. The Committee shall make recommendations to the parties' bargaining teams. All recommendations of the Committee shall be subject to negotiations.

G. Sabbatical Leave Review and Recommendation Committee. The Union shall appoint at least 1 voting representative to the committee.

H. Faculty Rank and Promotion Committee. Faculty must be appointed to this committee using our existing, agreed upon procedure for the Faculty Rank and Promotion Committee. Any deviation from this procedure must first be approved by the Union.

Section 12. Legal Assistance

When a faculty member is named as a defendant in any legal complaint, the College shall provide legal assistance upon determination that the faculty member's actions giving rise to the complaint were reasonable and taken within the scope of his or her College Employment.

Section 13. Weingarten Rights

A faculty member who is a member of the Union and who has the reasonable expectation that discipline or other adverse employment action may result from a meeting with an administrator has the right to Union representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union.

Section 14. Academic Freedom

A. All faculty members are entitled to academic freedom regardless of their tenure status.

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- B. Faculty members must be free of any arbitrary limitations on the study, investigation, presentation, or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.
1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of other academic duties.
 2. A faculty member is entitled to freedom in the classroom in discussing any academic subject, in devising and selecting teaching strategies and educational materials, and in using them to present any academic subject. However, he or she shall not introduce a controversial matter that has no relation to an academic subject.
- C. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member speaks or writes as a citizen, he or she is expected recognize the special position in the community he or she holds as an employee of Lake-Sumter State College in that the public may judge both the faculty member's institution and profession by his or her statements. Therefore, the faculty member shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he or she is not a spokesperson for Lake-Sumter State College. However, a faculty member speaking or writing as a citizen shall be free from any form of institutional censorship or discipline.

Article XII. Tenure, Promotion, and Rank

Section 1. General Provisions

- A. With the exception of lecturers, all established Faculty and Librarian positions filled as a result of a competitive hiring process shall be eligible for continuing contract. All initial full-time appointments shall be in a form approved by the State Commissioner of Education and shall specify in writing the appointment date, expiration date, and salary and whether the appointment is eligible or not for continuing contract. With the exception of lecturer positions, all initial full-time appointments shall be annual contracts.
- B. Faculty and librarians on an annual contract shall be notified of renewal or non-renewal for the next academic year no later than thirty (30) working days prior to the faculty member's last contracted duty day.
- C. Non-renewal of an annual contract shall not entitle the faculty member to the reason(s) for non-renewal. The decision to not renew an annual contract is not subject to grievance, arbitration, or hearing. However, this shall not preclude the use of the grievance and arbitration procedures to determine whether the process and procedures were followed.

Section 2. Tenure (Continuing Contract)

All continuing contracts issued shall be based upon:

- A. Completion of five (5) years' satisfactory faculty service in a full-time position at Lake-Sumter State College during a period not in excess of seven (7) years with services being continuous except for leave duly authorized and granted. For the purposes of continuing contract application, an annual contract faculty member who does not receive a completed performance review will be considered satisfactory for that academic year.
- B. Submission of a portfolio of professional achievement ("tenure portfolio") which shall

include the following:

1. Educational and professional background to include a current curriculum vitae
2. The Faculty Member's Teaching Excellence Narrative
3. Demonstrated Service to College and Community
4. Professional Development
5. Faculty Project Final Report
6. Recommendation Letter of Peer Review Committee

C. Faculty Project Guidelines and Timelines.

1. During the first year of full-time employment, faculty will receive orientation to the faculty project. Faculty shall be introduced to the project's guidelines, procedures and the rubric by which their faculty project shall be evaluated.
2. By no later than 30 working days from their final contracted duty day of their first full year, each full-time faculty member will submit a faculty project proposal to their immediate supervisor that includes the following.
 - a) Brief introduction to the project that shows some applicable research about the topic.
 - b) The three measurable outcomes.
 - c) A methods section that offers a detailed description of how the project will be executed and includes variables that will be measured, data gathering mechanisms, and statistical analyses to be utilized or qualitative methods planned to evaluate results.
3. After consulting the Vice President of Academic Affairs, immediate supervisors shall approve submitted projects no later than the 20 work days prior to the final

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contracted duty day of the employee's first full year. After supervisor approval, the proposal will be submitted to the Vice President of Academic Affairs, who shall issue a final decision on the project no later than 15 days prior to the start of the employee's second year.

4. Once the project has been approved by the faculty member's supervisor, the faculty member must complete the Research Review Application that can be found on the LSSC Institutional Review Board (IRB) webpage. This must be submitted prior to the end of the final contracted duty day of the employee's first year. IRB review of this form may lead to the need to do a full application through the internal protocols link from the LSSC IRB page.
5. Once the IRB board approves the project, the faculty member may begin implementing her/his project.
6. Each year, the faculty member will collect and analyze the data/results of their project and will meet with their immediate Supervisor to assess the strengths and weaknesses of the project and formulate a plan for possible improvement.
7. As part of the application for Continuing Contract, a final report on the Faculty Project will be submitted as the final appendix in the Continuing Contract Portfolio. This report must include the following sections.
 - a) Abstract
 - b) Introduction
 - c) Methods
 - d) Results
 - e) Conclusions

f) Literature Cited

D. Recommendation by the candidate's Peer Review Committee (PRC).

1. The PRC will consist of four (4) members. These members will be selected by the faculty member, though he or she is encouraged to seek recommendations from the appropriate academic administrator. Two members should be from the same discipline or department as the candidate while the remaining two should be from another discipline. Faculty may not choose anyone who is currently on the Faculty Rank and Promotion Committee or who will serve on the Faculty Rank and Promotion Committee when the portfolio is evaluated. The faculty member will select one of the four PRC members to serve as the Chair. The Chair should have continuing contract and be someone who deeply understands the candidate and his or her role at the college. The committee shall be constituted by the end of the faculty member's third year of employment of LSSC.
2. The Faculty's PRC shall advise the member regarding the format and substance of the member's portfolio. The PRC shall meet with the faculty member, as a committee, at least once during the employee's third and fourth years of employment at LSSC.
3. The PRC may review copies of administrative evaluations, student opinion surveys, and tenure portfolio.
4. A simple majority of the Committee must be present in order to take action.
5. If the Committee recommends tenure, then the Chair will prepare a letter to the Vice President of Academic Affairs containing the recommendation.
6. By May 1 of the candidate's fourth year, the candidate must notify the

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Administration of his/her intent to apply for tenure during the Fall Term of the fifth year. The candidate shall attend a tenure-timeline/process orientation meeting.

7. The tenure candidate will be considered for tenure during the Spring Term following the Fall Term in which application for tenure is indicated.
8. The candidate must submit an application for tenure and an authorization for the Peer Review Committee to review limited access files to the immediate supervising administrator by October 1 of the year of tenure consideration.
9. The Peer Review Committee must tender their recommendation to the candidate by December 1st.
10. The candidate must submit the tenure portfolio to the Vice President of Academic Affairs by the first Friday in January that falls on a duty day.
11. The Vice President of Academic Affairs, Associate Vice President of General Studies, and Associate Vice President of Workforce and Baccalaureate Programs shall review the portfolio by the first Friday in February.
12. The Immediate Supervisor/Dean shall present the candidate by the third Friday in February. Within a week of the presentation of the candidate, the candidate shall be informed of feedback from administrators regarding the contents of the tenure portfolio. Said feedback shall identify in writing any deficiencies with the portfolio and the documentation necessary to address such deficiencies.
13. The tenure candidate will provide any additional documentation to their immediate supervisor to address any questions or deficiencies raised by administrators by the first Friday in March.

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14. The Vice President of Academic Affairs shall communicate his or her recommendation to both the President of the College and the tenure candidate by the second Friday in March
15. The Vice President of Academic Affairs shall present the names for Continuing Contract to the board at their March meeting.
16. Continuing Contract becomes effective August following Board of Trustees approval.

E. General Provisions.

1. Candidates not approved for Tenure must be notified in writing within five (5) work days of the non-renewal of their contract. Candidates who are approved by the District Board of Trustees for Tenure shall be notified in writing within five (5) work days of the Board's decision.
2. The non-renewal of an annual contract or denial of tenure shall not be subject to the grievance procedure except where there is a specific violation of this Agreement.
3. All continuing contracts issued shall be based on satisfactory service performed in a full-time faculty position and shall be subject to all other requirements and provisions imposed by law or regulation.
4. Standards for portfolio requirements shall also be published in the Faculty Handbook and shall include the following:
 - a) A clear, complete list of formatting requirements for the portfolio
 - b) A timeline of required meetings and due dates for tenure candidates and administrators for that academic year's tenure process
 - c) Rubrics for each portfolio section along with standards for length and

evidence requirements

Section 3. Post-tenure review for maintenance of continuing contract

- A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Although the College and UFF-LSSC shall jointly set the minimum professional standards for the maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member. These standards shall be studied and recommended by the Faculty Rank and Promotion committee, but the committee's recommendations shall be subject to negotiation.
- B. Faculty will be observed in the classroom at least once every three years.
- C. The College agrees to sponsor internal faculty development programs and seminars.
- D. The College agrees to fund Staff and Program Development so faculty can attend external state and national events pertinent to their discipline or courses that earn graduate credit or institutional credit. Procedures for applying for said grants are contained in Article [X], Compensation.
- E. Activities that qualify for funding under other college programs (such as tuition reimbursement or sabbatical) may be used for credit.
- F. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave, when requested in advance by faculty members to take examinations, defend dissertations, or make presentations, will not be unreasonably denied

Section 4. Rank and Promotion

- A. The College recognizes the faculty ranks of Instructor or Staff Librarian, Assistant

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Professor or Assistant Librarian, Associate Professor or Associate Librarian, Professor or Librarian, and Senior Professor or Senior Librarian.

- B. All annual, full-time faculty and librarians will hold the rank of Instructor or Staff Librarian respectively upon initial hiring. Once a faculty member earns continuing contract, he/she will be awarded the rank of Assistant Professor or Assistant Librarian.
- C. Faculty must have attained the rank of assistant professor/librarian to be eligible to apply for promotion. Faculty shall not be required to apply for or participate in the promotion process. The decision to not engage in the promotion process cannot be poorly reflected in the faculty member's continuing contract performance review.
- D. Faculty shall be eligible to be promoted to the next rank after completing five years in rank. However, faculty seeking promotion shall submit the application for promotion during the fall semester of the fourth year at current rank.
- E. The parties recognize and subscribe to the LSSC Rank and Promotion Plan, adopted February 2018, as the basic policy and procedure for administration of faculty rank and promotion, as it pertains to unit members, provided that any conflicts with this Agreement shall be resolved in favor of the latter. The policy shall be incorporated by reference into this contract and embodied in this contract as Appendix [X]. Future changes to the Faculty Rank and Promotion Plan shall be proposed by the Faculty Rank and Promotion Committee. The proposed changes are subject to negotiation between the parties.

Article XIII. Benefits

Section 1. General Provisions

- A. The benefits within the scope of this Article that are available to bargaining unit members as of the effective date of this Agreement are incorporated into this Agreement by reference. No changes to any such benefits may take effect unless negotiated and ratified by the parties.
- B. An Employee Benefits Committee shall be empaneled according to Article[X] to review benefits policies and procedures and make recommendations to the parties' bargaining teams.
- C. The employee contribution towards any premium for any insurance product under this Article may be paid via payroll deduction. Such premium contributions shall be paid with pre-tax dollars whenever permitted by law.

Section 2. Medical, Prescription, and Dental Insurance

- A. The College shall pay the cost for any medical, prescription, and dental insurance plan available to any College employee for each bargaining unit member. Spouses and dependents of bargaining unit members may enroll in such plans at cost to the bargaining unit member.
- B. Each bargaining unit member who enrolls in group medical insurance shall have the option to participate in either a Flexible Spending Account (FSA) or a Health Savings Account (HSA) at the bargaining unit member's cost.

Section 3. Life and Accidental Death and Dismemberment (AD&D) Insurance

Each bargaining unit member shall receive College-paid term life and AD&D insurance payable to his or her designated beneficiary(ies) in the amount equal to the employee's annual salary.

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Additional term life and AD&D insurance up to three times the employee's annual salary may be purchased at a fair market rate.

Section 4. Employee Assistance Program

The College shall offer and bear the full cost of an Employee Assistance Program available to all bargaining unit members. The program shall offer short-term counseling services with a minimum of five sessions per person, per problem, per fiscal year.

Section 5. Worker's Compensation Insurance

- A. All College employees are covered by the Florida Workers' Compensation Law.
- B. On-the-job accidents, injuries, or occupationally-incurred illnesses must be reported immediately to the employee's supervisor. Even if the employee is involved in an accident but decides that there is no injury, the employee is still required to report the accident to the supervisor. The supervisor is responsible for reporting all details to the Human Resources Office within two working days. An Accident/Incident Report must be submitted for all accidents. The Security Office is not responsible for completing the report, but should be notified so the Security staff can offer assistance in handling the case. The report forms may be obtained from the Human Resources Office.
- C. An Accident/Incident Report (including a physician's statement describing the ailment and verifying the disability) is submitted to the Human Resources Office within two working days from the accident/injury or from the beginning of the work-related illness.
- D. Each employee is entitled to a maximum of twelve (12) days of workers' compensation leave per calendar year when an injury or illness is due to a job-related activity. These leave days are noncumulative and will be granted at full pay. The employee will also be allowed to draw time from his/her vacation leave and available sick leave or up to the

four days of personal leave in order to receive a full paycheck.

Section 6. Other Insurance

The College will offer the following insurances for bargaining unit members to participate in at their cost:

Short Term Disability Insurance, Long Term Disability Insurance, Long Term Care Insurance, Medical “Gap” Coverage, Universal Life Insurance, and Group Term Life Insurance (in addition to that described in Section 3 above).

Section 7. Retirement

- A. Each bargaining unit member shall participate in the Florida Retirement System and the federal Social Security system.
- B. Each bargaining unit member shall have access to traditional and Roth 403(b) tax-sheltered annuity plans and a 457(b) deferred compensation plan. Participation is at the individual member’s option and cost and contributions may be made through payroll deduction.
- C. Upon separation from employment, an employee may choose to receive payment for unused accrued leave via a direct lump sum, a contribution towards his or her deferred compensation plan, or a combination thereof.

Section 8. Tuition Waiver.

All Full-time regular employees (including spouses and dependents) are eligible for fee waivers for up to nine (9) credit hours per term.

Section 9. Staff and Program Development Grants.

- A. All regular full-time faculty who have successfully completed the initial 90-day probationary period are eligible to apply for SPD funds. Each faculty member is entitled

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to a maximum of \$2000 a year for conferences, workshops, seminars, and projects or up to \$3000 for graduate courses.

- B. In order to qualify for SPD funds, conferences, workshops, seminar attendance and/or continuing education non-credit courses must not be available through LSSC's Professional Development Center (PDC) and must be directly related to the employee's current assignments, recommended assignment, and/or career development plan
- C. In order to qualify for SPD funds, coursework must be completed at regionally-accredited institutions.
- D. Each year, SPD will also provide \$1500 worth of funding for one full-time faculty member to pursue a back-to-industry experience.
- E. SPD will also fund three (3) development grants per semester for a total of nine (9) development grants each year. These development grants will include a stipend equivalent to a three-credit overload course. In any term, at least two (2) of the three (3) grants must be awarded to a member of UFF-LSSC bargaining unit.