

# **COLLECTIVE BARGAINING AGREEMENT**

*between the*

**BOARD OF TRUSTEES  
OF PENSACOLA STATE COLLEGE**



PENSACOLA STATE COLLEGE

*and the*

**PENSACOLA STATE COLLEGE  
FACULTY ASSOCIATION**



Pensacola State College Faculty Association

*for the*

**2024 – 2027 Contract Years  
August 20, 2024 to June 30, 2027**

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## **PREAMBLE**

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

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

## **ARTICLE 1**

### **THE CONTRACTING PARTIES**

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

## **ARTICLE 2**

### **RECOGNITION**

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



## ARTICLE 3

### DURATION AND RENEWAL

#### **3.01** Duration

This agreement shall become effective on the date signed and remain in effect through June 30, 2027, except for the possibility of one mutually agreed-upon article to be re-opened in the 2025 – 2026 and 2026 – 2027 contract years.

#### **3.02** Renewal

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

#### **3.03** Amendments

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

**ARTICLE 4**  
**GENERAL PROVISIONS**

**4.01 Antidiscrimination**

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

**4.02 Severability**

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

**4.03 Accommodation with Board Rules and Policies**

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

**4.04 Alternate Methods of Problem Resolution**

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

A. Waiver Clause

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

B. Joint Committees

The parties expressly agree that any deliberations which involve or may involve matters subject to collective bargaining shall take place only after a written letter agreement setting forth the membership of any such committee and the scope of the committee's task has been signed in accordance with Section 3.03 of this Agreement. Committee

recommendations shall be non-binding unless otherwise stipulated by letter of agreement. This Article shall not apply to standing committees of the College.

C. Informal Meetings

Informal meetings of representatives of the College and the Association may be held as needed after a request of the President of Pensacola State College, or his or her designee(s), or the President of the Faculty Association for the purpose of maintaining and improving relationships.

**ARTICLE 5**  
**ASSOCIATION RIGHTS**

**5.01 Use of Facilities**

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

**5.02 Dues Deduction**

Section 5.02 and Appendix M are considered invalid and unenforceable unless Chapter 2023-35, Laws of Florida, is repealed, struck down, or amended in such a way that permits dues deductions by public employers for this unit. To the extent that dues deductions for this unit are authorized and permitted by Florida Law, the College will engage in dues deductions with the conditions set below.

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

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

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

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

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

The College shall have no responsibility or any liability for any monies once sent to the Association. Further, the Association shall hold the College harmless for unintentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions.

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

### **5.03 Copying and Communication Privileges**

#### **A. Copying**

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

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

#### **B. Notices**

1. In departmental offices where departmental bulletin boards currently exist, the Association shall be entitled to bulletin board space equal to the dimensions of a legal size sheet of paper (8½" x 14") for the posting of notices and bulletins. In departmental offices where there are currently no departmental bulletin boards in existence, the Association may create such bulletin boards at its own expense and according to size, space, construction, and installation specifications as determined by the College.
2. The Association may place bulletins, notices, and newsletters in the individual departmental mailboxes of faculty members represented by the Association provided that all such placements shall be conducted only by members of the Association who shall not request the assistance or actions of the College's career service personnel.

C. Use of College Communication Systems

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

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

D. PSCFA Web Page

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

**5.04 Information Privileges**

A. Standard Reports

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

B. *Ad Hoc* Information Requests

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

**5.05 Association Release Time**

The President of the Association or his or her designee shall be granted release time equal to 180 workload points for each Fall and Spring semester and release from one course equivalent

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

#### **5.06 OPA Time for Activities Related to Negotiation**

##### **A. Collective Bargaining**

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

##### **B. Special Meetings and Projects**

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

#### **5.07 Office Space**

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

#### **5.08 Leave of Absence – Union Activity**

At the written request of the United Faculty of Florida (UFF), provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year will be granted to one (1) faculty member designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty and administering collective bargaining, including lobbying and other political representation. Such leave may also be granted to one (1) faculty member for the entire summer term upon written request by the UFF, provided no later than March 15 of the preceding academic year. Upon failure of the UFF to provide the Board with the name of the representative by the specified deadline(s), the Board may refuse to honor the request submitted late. The following guidelines will apply:

The UFF will reimburse the College for the faculty member's salary, fringe benefits, and retirement contributions.

A faculty member on full-time leave or less than full-time leave will be eligible to receive salary increases on the same basis as other faculty.

A faculty member who has been granted leave under this Article for two (2) consecutive academic years will not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave, unless designated by the UFF as exempt from the provisions of this subsection.

Neither the College nor the Board will be liable for the acts or omissions of said faculty during the leave and the UFF will hold the College and the Board harmless for any such acts or omissions, including the cost of defending against such claims.

A faculty member on such leave will not be evaluated for this activity nor will such activity be considered by the College in making personnel decisions.



**ARTICLE 6**  
**FACULTY RIGHTS**

**6.01 Continuation of Rights**

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

**6.02 Academic Freedom**

A. Freedom of Expression

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

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

B. Grading Practices

1. Evaluation

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

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

The official outcomes of such evaluations shall not be amended by the College except through mutual agreement with the faculty member, or unless so mandated as a result of the established student grade grievance procedure, appeals process, or court

proceedings. Any grade change as a result of the grade grievance procedure will be issued to the student and faculty member of record by the Registrar.

## 2. Student Grade Grievance

Any student has the option of disputing any final grade for a course by following the Student Grade Grievance procedure as published in the Student Handbook section of the *College Catalog*. These processes must be initiated by the affected student. The Pensacola State College Faculty Association shall be notified of changes in the student grade grievance procedure. Although the Student Grade Grievance Procedure gives protection to the rights of a student, it must not be construed to negate the rights of faculty members to assess students and assign grades.

## C. Course Development and Approval

Faculty members have a substantive role in both the determination of content and the approval of all credit courses included in the programs offered by the College. This responsibility is met by active participation in departmental meetings as well as the standing committees that are involved with curriculum, such as the Curriculum Council. It is understood that workload points assigned to each course shall be in accordance with Article 9 of the Collective Bargaining Agreement.

## D. Selection of Educational Materials

The selection of textbooks to be used is the prerogative and responsibility of the full-time discipline faculty members who teach the course, or have taught the course any time in the past two academic years, excluding a faculty member hired on an emergency basis unless he or she is the only faculty member teaching a course, and shall be determined according to Pensacola State College Procedure 202.

### **6.03 Faculty Participation in Scheduling**

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

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

**6.04 Right to Privacy**

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

**6.05 Surveillance Equipment**

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

**6.06 Intellectual Property Rights**

**A. Ownership of Work Produced as Normal Duties**

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

The College may use a faculty member's retired educational materials and products for any reason. The College may use a faculty member's current academic year educational materials and products for educational reasons with prior written approval of the faculty member. The College may use a faculty member's current academic year educational materials and products for education or College business reasons with out prior written approval where the College determines that exigent circumstances exist.

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

**B. Work for Hire**

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

Work that has been specifically ordered or commissioned by the College shall be negotiated between the faculty member and the College and the ownership and terms of the work shall be defined in an Intellectual Property Agreement (IPA) (Appendix P). A faculty member shall have five (5) working days from signing an IPA to cancel the agreement without penalty. The Vice President of Academic and Student Affairs, upon signing, will provide a copy of the IPA to the faculty member and the President of the Pensacola State College Faculty Association.

A completed, signed IPA Agreement must be provided to the President of the Pensacola State College Faculty Association before work on the project can commence.

Unless otherwise set forth in the IPA, all work for hire shall be owned and controlled by the College.

A faculty member shall not expect payment for any work outside of normal duties without a completed IPA signed by the faculty member, the immediate supervisor, and the Vice President of Academic and Student Affairs. Neither shall he or she use College resources not assigned to him or her and located in the assigned office for such work unless specified in a completed IPA.

C. Faculty Member Compensation for Work for Hire

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

D. Remediation Related to a Work Produced

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

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

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

E. Use of Institutional Owned Work by Faculty Members

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

F. Dispute Resolution

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

G. Royalties, Copyrights, and Patents

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

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

#### **6.07 Legal Assistance**

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

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

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

#### **6.08 Outside Employment and Consultant Activities**

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

If the faculty member is employed by another institution or other business or industry the faculty member shall inform his or her immediate supervisor of those activities in writing, in advance when possible, but in no event later than ten (10) business days following the acceptance of outside employment. The faculty member shall inform his or her immediate supervisor, via email each semester, of any outside employment.

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

between employment with the College and outside employment does occur, the employment at the College will be considered primary.

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

#### **6.09 Seniority**

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

#### **6.10 Use of Part-Time and Full-Time Faculty**

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

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

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

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

###### **1. Requesting an Overload Assignment for Fall or Spring Semester**

Each semester by the published deadline, any faculty member who desires to teach an overload shall send an email to include the course(s) desired and ay preferences to his or her immediate supervisor.

###### **2. Requesting or Declining a Guaranteed Summer Assignment**

Not later than February 1 of each year, the faculty member will complete the form in Appendix U-1 and submit it to his or her immediate supervisor. This form is used by the instructional or library faculty member to request his or her preferred assignment or to decline a summer assignment. By February 8, the immediate supervisor shall notify the faculty member in writing on the same form either that the request is accepted as

submitted or that an alternate assignment is available. (If the preferred assignment is not accepted, the faculty member may still be offered such an assignment if it becomes available at a later date.) The faculty member shall have until February 15 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the summer assignment provided that enrollment is sufficient as determined solely by the Administration. If enrollment is determined by the Administration to be insufficient, the immediate supervisor shall offer the faculty member an alternate available assignment to satisfy the summer assignment. Counseling faculty will request or decline their 120-hour guaranteed summer assignment not later than February 1. If requested, the assignment will be scheduled in coordination with the 164-day contract. The immediate supervisor will prepare the schedule in accordance with Article 9.03 and in consultation with the counseling faculty member. The scheduled assignment shall be offered not later than February 8. The faculty member shall have until February 15 to decline the assignment after which date both the faculty member and the College shall be obligated to honor the resulting assignment, including the 164-day contract (Appendix U-1).

While lecturers are not guaranteed summer assignments, a summer assignment may be requested through completion of Appendix U-1.

The College reserves the right to cancel the guaranteed summer assignment for a faculty member whose contract is not renewed.

### 3. Criteria

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

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

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

A faculty member may, at any time, request an overload assignment outside of his or her assigned department by completing and submitting Appendix U-2 to his or her assigned immediate supervisor. The request should be specific regarding the assignment requested and should reflect the benefits to the faculty member and the College. The request may include summer assignments including the guaranteed summer assignments.



The faculty member's assigned immediate supervisor will consult with the supervisor of the department in which the requested course is taught and make the final decision regarding the request.

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

#### **6.11 Shared Governance**

The College recognizes that shared governance is accomplished through a cooperative effort between the College and the PSCFA and between the College and the Faculty as a whole. The PSCFA, through the collective bargaining agreement, negotiates policies related to terms and conditions of employment. The Faculty, through the College's standing committees and ad hoc committees, makes recommendations to the College on items and issues related to the purpose of each committee and as requested by the College.

#### **6.12 Professional Atmosphere**

Faculty, other College employees, and students have a right to be treated in a professional fashion at all times. During personal interactions each will treat the others with respect and courtesy and will refrain from rude or unprofessional behavior.

## **ARTICLE 7**

### **BOARD RIGHTS AND COLLEGE RESPONSIBILITIES**

Whether exercised or not, except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, the Florida Board of Education Rules, and the Public Employees Relations Commission.

## ARTICLE 8

### THE TEACHING AND SERVICE ENVIRONMENT

#### **8.01 Lounge Facilities**

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

#### **8.02 Parking**

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

#### **8.03 Safety and Comfort**

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

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

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

#### **8.04 Office Assignments**

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

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

#### **8.05 Office Security**

The parties agree that faculty offices are assigned to the faculty member by the College, and the College recognizes that a certain level of privacy accompanies this arrangement. Therefore, another College staff member will not enter a faculty member's office without permission from,

or prior arrangement with, the faculty member unless there is an emergency or compelling reason to do so.

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

#### **8.06 Access to Offices and Classrooms**

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

#### **8.07 Assault, Battery, Threats, and Safety**

The College and the Association join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault, battery, or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The resources of the Public Safety Department should also be resorted to in case of assault, battery, threat of bodily harm, or threat to the physical safety of faculty members and students. Upon receiving such a report, the administrator shall promptly proceed to ascertain the pertinent facts and take appropriate action which may include the removal, transfer, or administrative withdrawal of a student from a class. If the situation involves a student, a consultation with the faculty member and student may be held. The faculty member shall file a written report of the incident with his or her appropriate administrator within five (5) working days of the incident. The faculty member will be promptly notified of all administrative decisions concerning this matter. Although the parties cannot address fine points of law in this Agreement, they express their awareness that an individual faculty member has the right of self-defense within the limits of applicable law and regulations.

#### **8.08 Class Disruption**

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

**8.09 Materials, Supplies, and Equipment**

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

**8.10 Academic Regalia**

In order to facilitate faculty participation in commencement ceremonies, the College shall provide regalia at no expense to the faculty member.

## ARTICLE 9

### FACULTY WORKING CONDITIONS AND WORKLOADS

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

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

It is understood that the College has the responsibility for oversight of faculty in the performance of their duties and has the authority to perform activities associated with that oversight.

#### **9.01 Instructional Faculty**

##### A. Normal Duties

##### 1. Teaching

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

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

It is understood that any email communications to students shall be sent from the faculty member's official College email address or through the designated Learning Management System.

##### 2. Office Hours

Assisting students outside of class during posted office hours.

### 3. Other Professional Activities

- a. Performing or assisting in performing, necessary maintenance on courses and programs taught by the faculty member, to include assisting in textbook selection; maintain course and section syllabi; course coordination; and developing, revising, and implementing courses and programs;
- b. Attending scheduled department, campus, and College meetings with exceptions to be approved by his or her immediate supervisor. The College may not require a faculty member to attend scheduled meetings outside a faculty member's scheduled hours without providing the faculty member an opportunity to adjust his or her OPA.
- c. Performing assessments required for Institutional Effectiveness or regional specialized accreditation.
- d. Participating in College approved professional development programs or activities.
- e. Participation on College committees, when appointed.
- f. Participation in graduation ceremonies in academic regalia.
- g. Other activities as defined in Section 9.01.C.3.

### B. Definitions

#### 1. Contact Hour

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

#### 2. Evening Assignment

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

Any class scheduled past 10:00 p.m. shall be with the consent of the faculty member involved. If a faculty member is assigned an evening class as part of the normal workload, the College will make a good faith effort to ensure that there is a period of at least twelve hours between the end of the evening class and the beginning of the day's normal workload.

### 3. Duty Day

A duty day is defined as any one of the 164 calendar days of the basic contract as defined in Section 15.01.A plus graduation ceremonies or any one of the calendar days of the summer semester as defined in Section 15.01.B.

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

A faculty member will not be expected to be scheduled over 35 hours per week without being appropriately compensated.

### C. Work Week

#### 1. Number of Hours

The normal work week for instructional faculty members shall be thirty-five (35) scheduled hours during the Fall and Spring semesters as shown on the administratively approved door schedule. The work week during the summer semester will vary according to the individual faculty member's contracted guaranteed summer assignment. The door schedule shall be submitted for approval no later than the third day of the semester. After approval by the immediate supervisor, the faculty member's schedule (Appendix B-2) for the work week shall be posted on each faculty member's office door not later than the first day of the second week of classes. If the faculty member's schedule changes during the semester due to the start or end of a session or any other change in schedule and that change cannot be reflected clearly on the original door schedule, then a new administratively approved work week schedule shall be posted no later than one week following the change(s). The administratively approved faculty member's door schedule shall be the basis for all personal and sick leave.

The Fall and Spring semester approved schedules of work week hours of full-time instructional faculty members shall include a combined minimum of twenty-five (25) hours per week of direct contact with students, not including any alternate assignment, and office hours scheduled at times reasonably convenient for students and clearly designated as hours during which faculty members will be available for student appointments. Up to ten (10) work week hours in Fall and Spring semesters may be used as additional office hours or may be used for other professional activities.

A separate door schedule for the week of final exams shall be submitted by the faculty member for administrative approval at least one week prior to the start of exams and posted no later than the first day of final exam week.



## 2. Office Hours

An office hour is an hour when an instructor will be available for consultation with students in a non-class setting at a College campus or site. Normally office hours will be held in the faculty member's office or at some other convenient on-campus site. Office hours scheduled at a non-College site must be approved by the immediate supervisor. Office hours will be scheduled at times convenient to students and subject to approval by the immediate supervisor. During Fall or Spring semester, office hours will be scheduled over at least four days of the work week. Exceptions must be approved by the immediate supervisor. Office hours must be scheduled in minimum increments of thirty (30) consecutive minutes.

Office hours may be scheduled as online hours via the College's learning management system in a format approved by the College. The time, location, and number of virtual office hours must be approved by the immediate supervisor. Virtual office hours must be scheduled in a form that can be monitored for faculty compliance. Virtual office hours will constitute no more than 50% of the scheduled weekly office hours unless otherwise approved by the Vice President, Academic and Student Affairs.

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

## 3. Other Professional Activities Hours

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

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

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

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

The hours during which the faculty member will be involved in Other Professional Activities (OPA) shall be included on the schedule for the work week (Appendix B-2). The Faculty Association and the College recognize that it is the professional responsibility of the faculty member to perform his or her duties in an appropriate manner and place. A portion of each contract day shall be scheduled and worked on campus unless alternative scheduling is approved by the immediate supervisor. Faculty members will participate in the scheduling process as specified in Article 6.03.

As OPA hours are scheduled work hours, it is understood that faculty members will be available for work-related duties during those hours.

#### 4. Compensation for Overload Hours

Assigned overload hours and additional overload hours worked beyond the defined week (see Section 9.01.D.3 Workloads), except as provided for remediation in failure to meet the conditions of an approved IPA (see Section 6.06.D Intellectual Property Rights) or when used in load averaging (see Section 9.01.D.1), shall be paid at the appropriate overload pay rate.

### D. Workloads

#### 1. Standard Load

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

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

If mutually agreed upon in advance by the faculty member and the appropriate immediate supervisor, the faculty member may teach a minimum of fifteen (15) contact hours per week per semester concurrent with an average of nine hundred (900) workload points over Fall and Spring semesters of the same academic year. In no case may the terms of this section be used to require a faculty member or immediate supervisor to use this averaging process. Once this minimum standard load has been satisfied, any additional work shall be considered an overload. (See Section 9.01.D.3.a.)

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

Tenured faculty or tenure-track faculty whose appointments have been renewed shall be guaranteed a summer assignment. The guaranteed summer assignment shall be defined as ninety (90) classroom contact hours along with eighteen (18) office hours. Office

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

When offered by the College, a faculty member may teach a second summer assignment in addition to the guaranteed summer assignment. Office hours will be scheduled by two or more days per week at times convenient to students and subject to approval by the immediate supervisor. The availability of the teaching assignment shall be determined by the immediate supervisor.

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

## 2. Workload Points

60 points College Credit or Developmental Education lecture

60 points College Credit or Developmental Education Release Time

50 points College Credit Laboratory, Shop, Category A (See Appendix E)

50 points Art Studio, Music Ensemble

45 points College Credit Clinical with Direct Student Supervision

45 points Post-Secondary Adult Vocational Release Time, Lecture, Laboratory, or Clinical with Direct Student Supervision

40 points College Credit Laboratory, Shop, Category B (See Appendix E)

40 points P.E. Activity

40 points Applied Music

40 points Developmental Education Laboratory

15 points Externship, Internship, Preceptorship, or Work Experience

15 points Alternate Assignments

## 3. Overload and Underloads

### a. Overload

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

A faculty member shall be entitled to apply for an overload teaching assignment as outlined in Section 6.10.B and 6.10.C in any discipline in which he or she is credentialed and qualified to teach, determined by the college. The faculty member shall file the written request with his or her immediate supervisor, who, if he or she approves, will coordinate the request.

b. Assigned Overload

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

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

c. Underload

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

d. Compensation

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

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

#### E. Release Time

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

When specified by the College, the percentage of the standard 900 point workload released is the percentage of the 35-hour work week to be scheduled and worked for the approved release time duties.

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

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

Release time arrangements for duties other than for program coordination are to be committed to in writing on the release time form (Appendix F) with a copy furnished to the faculty member.

#### F. Faculty Members Serving as Program Coordinators or Directors

1. Program Coordinator designations are the prerogative of the College; however, a faculty member may not be assigned program coordinator or director duties without his or her express consent. Only those faculty members who have been assigned program coordination duties by the college are eligible for release time under this provision.
2. Nothing in this section shall preclude the use of release time for special program projects such as periodic accreditation reports or major curriculum revision, separate from or in addition to program coordinator release time.
3. A description of coordinator responsibilities shall be determined by the immediate supervisor in consultation with the faculty member. Responsibilities which may be included in the description are in Appendix G; an individual faculty member's coordinator duties may include all or some of these responsibilities. The description of responsibilities

shall be given to the program coordinator or director in writing using specified form in Appendix G by the end of the first week of classes in each semester.

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

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

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

#### G. Substitute Teaching

It shall be the responsibility of the individual faculty member to provide reasonable notice to his or her immediate supervisor regarding classroom absences, and when feasible to assist in making prior arrangements to satisfactorily handle such absences. It is understood that the responsibility for securing substitute faculty members falls to the College. Substituting for another faculty member shall be an overload when the absent faculty member is on administratively approved leave. Any additional compensation to a faculty member substituting for a colleague requires additional, documented service in excess of the normal thirty-five (35) hour work week as entered on the appropriate form (Appendix H).

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

## 9.02 Library Faculty

### A. Normal Duties

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

1. Assisting students, faculty, and community patrons in information retrieval.
2. Instructing students and community patrons in the use of the library facilities in formal and informal settings.
3. Assuming responsibility on an assigned basis for building and patron security in the absence of the immediate supervisor.
4. Participating in College approved professional development programs or activities.
5. Participation in graduation ceremonies in academic regalia.
6. Serving on College committees or serving as faculty advisor to student groups.
7. Attending scheduled department, campus, and College meetings.

### B. Work Week Schedule

1. Library faculty members shall have the same number of duty days as instructional faculty. No instructional faculty load points will be assigned to library faculty members for the performance of their duties.
2. The work week for library faculty members shall be thirty-five (35) hours during Fall and Spring semesters. Three (3) hours per week in Fall and Spring semesters may be scheduled for other professional activities as defined in this agreement. Such hours shall be approved by the faculty member's immediate supervisor. An additional one and one-half hours per week may be scheduled for participation in wellness activities.
3. Since the demands for library service may occur during periods when classes are not in session, the College reserves the right to assign library faculty duty schedules which differ from the duty days of instructional faculty. The revised schedule will not mean the library faculty members will work more days than the number of days required for instructional faculty members. If the revised schedule results in more than thirty-five (35) hours per week, the library faculty member involved must expressly consent to the overload. The faculty member consenting to the overload shall have the choice between receiving additional compensation or compensatory time off. Additional compensation shall be at the overload rate (Section 15.02.C). Compensatory time off must be taken within the same pay period or the following pay period in which the overload was

worked. Evening or weekend duty assignments do not automatically result in an overload.

4. If there is an insufficient number of faculty volunteers for evening or weekend duty, library faculty will serve on a rotational basis for this duty. Rotational duty would not apply to a library faculty member who has been hired for the specific purpose of working evenings or weekends or to a library faculty member who volunteers for evening assignments; evening assignments shall be decided by the immediate supervisor in consultation with the library faculty member.
5. Any faculty member required by the college to take college course work shall be entitled to include this time in the regular work hours as long as it does not interfere with normal assignments and as long as approved by the immediate supervisor.

#### C. Overloads

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

#### D. Substituting

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

#### E. Guaranteed Summer Assignment

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



for summer hours, in addition to the guaranteed hours if needed and approved by the College.

### **9.03 Counseling Faculty**

#### **A. Normal Duties**

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

1. Acting as departmental liaison.
2. Conducting, or assisting with seminars, or programs related to advising.
3. Participating in College sponsored advising and programs such as College Night, Escambia County Career Days, and other activities as needed.
4. Attending scheduled department, campus, and College meetings.
5. Participating in College approved professional development programs or activities.
6. Participating in graduation ceremonies.
7. Serving on College committees or serving as a faculty advisor to student groups.

#### **B. Work Schedule**

1. Counseling faculty members shall have the same number of duty days as instructional faculty except during the guaranteed summer assignment as specified in Section 15.01.B. No instructional faculty load points will be assigned to counseling faculty members for the performance of their duties. Three (3) hours per each thirty-five (35) scheduled hours of the 164-day basic contract may be scheduled for other professional activities as defined in this Agreement. Such hours shall be approved by the faculty member's immediate supervisor. An additional one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in wellness activities.
2. In scheduling the 164 days across the counseling contract year, the counseling faculty member shall be scheduled to work at least one day per established pay period; however, within this provision, the counseling faculty member shall be entitled, at least once during the contract year, to twenty-four (24) consecutive calendar days without a scheduled workday.
3. Since the demands for counseling service may occur during periods when classes are not in session, the College reserves the right to assign counseling faculty duty schedules which differ from the duty days of instructional faculty. The revised schedule will not

mean that counseling faculty members will work more days than the number of days required for instructional faculty members, except for the guaranteed summer assignment as specified in Section 15.01.B, unless the counseling faculty member involved expressly consents to the overload and either compensatory time or additional compensation is provided. The choice between receiving overload payment or compensatory time off shall be solely the choice of the faculty member involved. Additional compensation, if chosen, shall be at the overload pay rate (Section 15.02.C). Compensatory time off must be taken within the same pay period or the following pay period in which the overload was worked.

4. If there are an insufficient number of faculty volunteers for evening duty, counseling faculty will serve on a rotational basis for this duty. Rotational duty would not apply to a faculty member who has been hired for the specific purpose of working evenings or to a counseling faculty member who volunteers for evening assignments. Assignments shall be decided by the immediate supervisor in consultation with the faculty member.
5. Any faculty member required by the College to take college course work shall be entitled to include this time in the regular work week as long as it does not interfere with normal assigned duties and as long as approved by the immediate supervisor.

#### C. Overloads

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

#### D. Substituting

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

E. Guaranteed Summer Assignment

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

**9.04 Extended Contract Faculty**

A. Appointment

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

B. Rights and Privileges

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

C. Eligibility

1. Counseling faculty
2. Library faculty

D. Workload

1. Counseling Faculty on Extended Contract

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

## 2. Library Faculty on Extended Contract

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

### 9.05 **Extended Contract Teaching Faculty**

#### A. Appointment

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

#### B. Rights and Privileges

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

#### C. Workload

The schedule will include 164 duty days during Fall and Spring semesters. Between the end of Spring semester and the beginning of Fall semester of the next academic year the schedule will include 180 classroom contact hours and an additional 132 office or other assigned hours scheduled at times convenient to students and approved by the immediate supervisor. Faculty participation in scheduling will be in accordance with Article 6.03. Of the 312 hours scheduled between the end of Spring semester and the beginning of Fall semester of the next academic year, one and one-half hours per each thirty-five (35) scheduled hours may be scheduled for participation in wellness activities. Instructional assignments in excess of the required 312 hours shall be paid at the overload rate specified in Article 15.02.C.

**9.06 Instructional Post-Secondary Adult Vocational Faculty**

A. Workload

Faculty assigned to vocational programs shall be assigned sufficient student contact hours to constitute a standard 900 point load. The remainder of the normal work week shall consist of office hours and OPA hours. The combination of these hours will be determined in consultation between the faculty member and the immediate supervisor with approval required by the immediate supervisor.

**9.07 Lecturers (Non-tenure Track Full-time Faculty)**

A. Contract Length

The number of lecturers shall not exceed twenty percent (20%) of the total number of filled full-time tenure-track faculty positions on the first day of the budget year. Lecturers shall be on a contract with the length of contract determined by the College. Lecturers are not eligible for continuing contract or promotion. Additional contracts, including summer contracts, may be offered at the discretion of the College.

The duty days shall be the same as those for instructional faculty as defined in 9.01.B.3.

B. Rights and Privileges

Unless otherwise specified, lecturers shall have the same rights, privileges, and benefits as described elsewhere in the CBA.

The workload for lecturers is as defined in 9.08.C below.

Lecturers are not covered by:

1. the transfer provisions in Article 17.01.E;
2. the seniority definition in Article 6.09;
3. Article 6.10.B.2 the process by which full-time faculty members apply for summer assignment;
4. Sabbatical Leave in Article 14.07.
5. Any provisions dealing with promotion in rank or continuing contract; or
6. Initial credentialing requirements in Article 17.05.

C. Workload

1. Instructional faculty

The duties of a lecturer are restricted to teaching and office hours without the service and professional development expectations of tenure-track or tenured faculty.

The standard load for a lecturer is 1260 workload points. The remainder of the week shall consist of office hours and OPA hours. The combination of these hours will be determined in consultation between the faculty member and the immediate supervisor with approval required by the immediate supervisor. With approval of the immediate supervisor the standard load may be decreased in order to include additional office hours or OPA hours to fulfill the required thirty-five (35) hour scheduled work week. Office hours may be used to participate in departmental meetings.

For lecturers on a basic-year contact, there is no guaranteed summer assignment; however, the College may offer a summer assignment. For lecturers on an extended contract, the load for the summer shall include 270 contact hours of instruction plus 132 additional office or other assigned hours scheduled at time convenient to the students and approved by the immediate supervisor.

#### D. Overload and Substitutions

Lecturers shall be eligible for overload pay as well as pay for substituting for other faculty members.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**10.01 Principles**

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

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

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

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

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

**10.02 Definitions**

A. Definition of a Grievance

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

Agreement, that a violation of this Agreement has or has not been described. The grievance document must also state with specificity the relief that the grievant seeks.

**B. Who May Be a Grievant**

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

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

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

**C. Time Limits**

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

However, if, prior to the deadline for the Step II appeal, the grievant or PSCFA discovers another violation related to the original grievance, the grievant or PSCFA shall be allowed to amend the original grievance, and the amendment shall be addressed as if it were a part of the original filing. In order to consider the amended grievance, the College will have an additional fourteen College business days added to the response deadline of the Step at which the amended grievance is filed.

**D. Use of Duty Time**

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

**10.03 Procedure**

**A. Grievance Procedure**

**1. Informal Discussion**

A grievant shall first try to resolve the issue by discussing the grievance directly with his or her immediate supervisor within ten (10) College business days from the date of the act or omission giving rise to the grievance, or within ten (10) College business days from and after the date when the grievant acquires, or in the exercise of reasonable diligence



should have acquired, knowledge of such act or omission. Respondent will render a verbal decision to the faculty member within ten (10) College business days from the date the first discussion was held. In the event the Respondent is not available during the ten (10) days following the alleged violation, the faculty member will meet with the acting supervisor and express his or her intent to pursue the informal discussion procedure. If the aggrieved person is not satisfied with the disposition, or if there is no disposition within ten (10) days after the discussion, the grievant may file the grievance in writing.

## 2. Written Grievance

Step I: The grievant(s) must file the grievance, in writing using the format specified in Appendix I and in compliance with all requirements of this Article, with the appropriate dean or another designated College Administrator within fourteen (14) College business days from and after the date of the final disposition in the informal discussion procedure or within fourteen (14) College business days following the ten (10) day period identified for the disposition. When the designated first point of contact is the respondent, the grievant may file a grievance at Step II.

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

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

The Vice President, Academic and Student Affairs will provide a Step II answer, in the same manner as is required in Step I, within twenty (20) College business days after receiving the appeal.

## 3. Meetings

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

## B. Arbitration Procedure

### 1. Arbitrability

Only those grievances which have been processed through the grievance procedure in strict compliance with all of its requirements may be submitted to arbitration.

## 2. Initiating Procedure

The procedure may be invoked by the Association delivering a written request for arbitration to the Office of the Vice President, Academic and Student Affairs within twenty (20) college business days after receipt of a Step II disposition of a grievance.

3. The Association may thereafter, but within thirty (30) College business days after initiating arbitration, mail to the Federal Mediation and Conciliation Service a request for a list of five (5) arbitrators, with a copy of the request to the opposing party.
4. Within twenty (20) College business days after receipt of such a list, the parties' representatives shall, in a face-to-face meeting or by telephone, alternately strike names from the list, with the Association to make the first strike. The remaining name will identify the arbitrator, provided that either side shall have the right to reject one list of arbitrators. Alternatively, the parties may agree to select an arbitrator not on the list.
5. The Association will then, within ten (10) College business days, notify the arbitrator of his or her selection and furnish him or her with a copy of all grievance documents generated to date and a copy of this Agreement. The arbitration will then proceed in accordance with the reasonable requests and instructions of the arbitrator, but subject to the following conditions:
  - a. No arbitrator may have more than one case involving the College pending before him or her at a given time without the consent of the College and the Association.
  - b. The arbitrator must agree when taking the case to render a written opinion if asked to do so by a party.
  - c. No party may inform the arbitrator, by evidence or otherwise, of any offer of settlement made, and the arbitrator may not consider any such offer. Breach of this provision shall entitle the non-offending party to reject the arbitrator's decision and demand a new arbitrator.
  - d. The arbitrator shall schedule all proceedings outside of normal College operating hours if requested by the College to do so.
  - e. The arbitrator may not require the College to violate a Board rule that has not been modified by this Agreement.
  - f. If the arbitrator rules partly for the grievant and partly against the grievant, his or her charges shall be equally shared by the grievant and the College; otherwise, the loser shall pay all of the arbitrator's charges. A grievance that is voluntarily withdrawn after arbitration has been invoked will be deemed to have been lost.
  - g. Arbitration decisions shall be final and binding if rendered in compliance with this Agreement but shall otherwise be subject to be vacated on appeal to a State court of general jurisdiction.

**10.04**     **Disclosure**

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

**10.05**     **Election of Remedies**

If prior to seeking resolution of a dispute by filing a grievance hereunder or while the grievance proceeding is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employee Relations Commission) or judicial, the College shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

The filing of a grievance by an employee constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120.

## ARTICLE 11

### ADMINISTRATIVE EVALUATION OF FACULTY

#### 11.01 Administrative Evaluation of Faculty

It is understood that the primary purpose of evaluation is not to discipline, but to provide the faculty member with the advice, assessments, and opinions of his or her immediate supervisor in order to assist him or her in continuing professional development and performance improvement, although evaluations may be referenced in disciplinary matters. The parties agree that those factors bearing on the faculty member's effective performance of his or her professional duties and responsibilities are of primary importance in the evaluation process. The term "evaluation" as used in this Article refers only to the formal evaluation of a faculty member to be conducted by his or her immediate supervisor. With the approval of the appropriate dean, the immediate supervisor has the authority and discretion to complete formal evaluations every third year, on a case-by-case basis, for any faculty member who has continuing contract and has achieved the rank of Professor; however, the faculty member may request that the annual evaluation be completed.

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

For non-tenure-track instructional faculty members, the evaluation shall include teaching/job effectiveness, which encompasses the immediate supervisor's observations of the faculty member both in class and out of class as well as the results of appropriate items on his or her student perception surveys and an overall assessment of the faculty member's performance. Professional development/scholarly activity; service to the department, College, discipline, and community service; other regular assigned job duties; and progress toward completing the Faculty Development Plan may be included as appropriate. Classroom observations and student perception surveys will occur every year even if the formal annual evaluation is waived for the year.

Classroom observation dates shall be determined by the immediate supervisor following consultation with the faculty member. Unless agreed upon by the faculty member, the classroom observations will be scheduled during the faculty member's contract year. It is agreed that scheduled observations of asynchronous online classes will include at most one week of course material. Within three weeks of any classroom observation, the immediate supervisor will meet with the faculty member to discuss the observation. Any factors which will be noted on the faculty member's annual evaluation as unsatisfactory or requiring improvement will be provided to the faculty member, in writing, within one week of this meeting.

Classroom observations shall not be used for harassment and shall be conducted with due regard to the courteous treatment of faculty members and students. However, the College reserves the right to make additional, unscheduled classroom observations. Following any additional, unscheduled classroom observations, any factors which will be noted on the faculty member's annual evaluation as unsatisfactory or requiring improvement will be provided to the faculty member in writing. The College also reserves the right to make unscheduled visits to classrooms and classes.

For library and counseling faculty members, the evaluation shall include job effectiveness which encompasses teaching effectiveness if teaching is part of the regular job duties, the immediate supervisor's observations of the faculty member's job effectiveness, and the results of appropriate items on student perception surveys or client satisfaction surveys; professional development/scholarly activity; service to the department, College, discipline and may include community service; other regular assigned job duties if applicable; progress on completing the Faculty Development Plan; and an overall assessment of the faculty member's performance.

At least one week prior to the annual evaluation conference, the department head shall provide a draft copy of the evaluation to each faculty member for his or her review.

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

Within two weeks of the annual evaluation conference, the immediate supervisor will provide a copy of the final written evaluation to the faculty member. The faculty member will sign the evaluation, indicating that he or she has received a copy, but not necessarily that he or she agrees with the contents. The written evaluation shall be placed in the faculty member's privacy file in the Human Resources Office. The faculty member may submit a written statement for attachment to the evaluation form. The annual evaluation process will be completed no later than October 15 of the fall semester of the following academic year for which the evaluation is being conducted.

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

Any faculty member who has been given an evaluation which he or she believes does not accurately reflect the quality of his or her performance shall have the right to submit a rebuttal which shall be attached to the evaluation and included in the faculty member's privacy file.

#### **11.02 Student Feedback on the Classroom Learning Process and Environment**

The College retains the right to collect student feedback on the classroom learning process and environment during the semester. Student perception surveys each semester shall include all

faculty members. Although the surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used by the College in support of personnel decisions.

**ARTICLE 12**  
**RETRENCHMENT**

**12.01 Principles**

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

**12.02 Procedure**

A. Layoff Unit

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

B. Selection Criteria of Faculty for Retrenchment

1. No faculty member with continuing contract shall be terminated if full-time faculty members on annual contract are retained in the same layoff unit to teach courses the tenured faculty member is qualified to teach.
2. When considering retrenchment within a layoff unit, the College will use these criteria, in the following order:
  - a. Needs of the College, as determined by the College.
  - b. In the order listed: faculty rank, years in rank, years in the layoff unit, years at the College, and highest in-field degree/credential.
  - c. Job performance, as determined by the two most recent annual evaluations.

### **12.03 Recall**

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

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

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

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

### **12.04 Retrenchment Options**

#### **A. Employment Options**

Should the College foresee the need to retrench faculty positions, the following options shall be available to the faculty members identified for separation and who, in the determination of the College, can acquire in the allowable time the additional education necessary to meet the credentialing requirements for identified and available teaching positions.

1. In those areas where identified teaching positions are vacant and available, the College shall provide the assistance specified in Section 12.04.A.1.c and d to help the faculty member acquire the additional education necessary to meet the credentialing requirements for such a position. The period covered by this assistance shall be referred to hereafter as the retraining period.
  - a. If approved the program of additional education must be completed within twenty four (24) months of its mutually agreed upon starting date, at the end of which time the faculty member must be fully qualified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and College credentialing requirements to teach in the new area.



- b. The program of study must meet the College's program needs and be approved in advance by the Vice President of Academic and Student Affairs of the College. Placement of the faculty member in the vacant teaching position shall be contingent upon successful completion of the program.
- c. During the retraining period, the College shall offer the faculty member up to a 164-day contract year of professional leave of absence with full salary and benefits to enroll full-time in the approved program of study. The College shall offer the faculty member up to another 164-day contract year of unpaid professional leave to continue full-time enrollment in courses required in the approved program of study. The College shall continue to pay a portion or all of the faculty member's health insurance premiums during the second year of full-time enrollment defined above. The determination of the length of paid leave, unpaid leave, or paid health insurance premiums offered is at the sole discretion of the College.
- d. If the College determines funds are available, the College shall reimburse the faculty member for the instructional fees of the education program, provided all state and College policies regarding the use of such funds are satisfied. Faculty pursuing an approved retraining program shall be given preference for Staff Professional Development funds.
- e. Upon successful completion of the approved program of study, the faculty member who is awarded professional leave of absence under this plan will be obligated to return to the College to work as a full-time employee for a post retraining period of four terms, two (2) additional 164-day contract years, immediately following completion of the leave, with the College retaining the right to waive the obligation.
- f. If a faculty member fails for any reason to fulfill the foregoing obligation to return to work during the entire post retraining period, then he or she shall be obligated to repay the College a pro-rata portion of the total monetary sums and benefits paid to, or on behalf of, the faculty member during the portion of the post retraining period that the faculty member failed to work. The amount to be repaid shall be determined by dividing the number of days that the faculty member failed to work during the post retraining period by the number of days that the faculty member agreed to work, times the total gross compensation including benefits, plus instructional fees, paid to the faculty member during the retraining period. The faculty member's obligation to repay shall commence immediately upon the termination of the faculty member's full-time employment.
- g. In the event that catastrophic circumstances beyond the control of the faculty member prevent timely completion of the agreed upon program of study, the College shall make a good faith effort to identify a mutually satisfactory solution.
- h. If a faculty member abandons or does not successfully complete the approved program of study for reasons other than those specified in Section 12.04.A.1.g, that faculty member shall not be eligible for recall as described in Section 12.03 of this Agreement.

2. In those cases where the College can determine that a faculty member has the qualifications necessary for employment in a career service position which is vacant and available, and if the faculty member has provided a properly dated letter of resignation from his or her teaching position, the College shall offer the faculty member employment in that career service position on a temporary or career track basis according to the qualifications of the individual and the needs of the College.
  - a. If the College should offer and the faculty member accepts such a position during an academic year, the College shall honor the salary portion of the faculty contract for the remainder of that academic year. Should the position continue after that time, the career service salary schedule shall then apply.
  - b. If the College should offer and the faculty member accepts a career service position, the faculty member will not be eligible for recall as described in Section 12.03 of this Agreement. A faculty member accepting a temporary position at the College, either through the College's contracted temporary employment agency or as an adjunct instructor, retains such recall rights.

**B. Additional Options**

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

## ARTICLE 13

### FRINGE BENEFITS

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

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

#### **13.01 Insurance**

##### **A. Health and Major Medical**

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

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

Coverage is effective the first day of the month following the hire date and includes coverage for the full academic year or through the end of the month of the effective resignation or retirement date if prior to the end of the academic year. An employee of the College may make a change in his or her coverage by providing a properly processed change in status/life event as defined by the IRS or during established and announced open enrollment periods. Eligibility for employee and dependent coverage shall be defined in the health insurance summary plan description. Open enrollment periods are announced via email to CollegeAll.

##### **B. Life Insurance**

The College shall provide and pay fully the premium for term life insurance to each faculty member in the amount of \$100,000. A faculty member may purchase through payroll deduction additional life coverage up to 7x salary (maximum of \$1 million) at a group rate by remitting to the College the cost of the same.

Explanation of the provisions of the individual's life insurance coverage, including the benefits for accidental death and dismemberment, is available at [pensacolastate.edu/employee-benefits](http://pensacolastate.edu/employee-benefits) or by contacting Human Resources.

C. Payroll Deductions

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

D. Dependent Coverage

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

**13.02 Fee Waivers**

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

In the event of the death, retirement of a full-time faculty member, as retirement is defined by applicable Florida laws and regulations, or incapacity of a faculty member for health reasons as determined by the President, the provisions set forth in the paragraph above will continue to be in force for a period of five (5) years. The provision shall be effective prospectively from the effective date of this Agreement.

**13.03 Employee Assistance Program**

The College shall provide an Employee Assistance Program in which one or more consultations for a medical, mental, family, financial, or substance abuse problem shall be provided as long as this program is offered to the College free of charge. In the event that during the term of this Agreement, the provider of the program decides to establish a fee for the consultations, representatives of the Association and of the College shall meet for negotiations on the issue. Notice of availability of this program, including an explanation of services offered, is available at [pensacolastate.edu/employee-benefits](http://pensacolastate.edu/employee-benefits) or by contacting Human Resources and will be provided by the Human Resources department through an email to CollegeAll no less than once during each Fall, Spring, and Summer semester.

**13.04 Tax Sheltered Annuities**

The College shall make opportunities available through payroll deduction for the purpose of faculty contributions to tax sheltered annuities and retirement savings accounts through a deferred compensation 403b, 457, and/or ROTH 403b option.

**13.05 Wellness Activities**

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

**13.06 Retiree Benefits**

Retired faculty members shall be eligible to participate in the insurance plans provided in Section 13.01 and in wellness activities provided in Section 13.05.

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

**13.07 Benefits for Faculty on Leave of Absence Without Pay**

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

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

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

**13.08 Optional Phased Retirement Program**

The College may, at its option, provide each faculty member who retires under the rules and provisions of the Florida Retirement System or the Teacher's Retirement System with thirty (30) or more years of creditable service, or at age sixty-two (62) with ten (10) or more years of creditable service at Pensacola State College. The parties agree to develop jointly written

information describing the provisions of the retirement program in this article. The College shall distribute the information to all full-time faculty members. Faculty members considering retirement should consult with the Human Resources Department. Recent actions of the Florida Legislature (such as the DROP program) may impact upon the faculty member's retirement plans.

#### A. Eligibility

Each faculty member who chooses to participate in the OPRP shall provide the College with written notification of his or her decision non later than January 15 of the contract year as specified in the sub-paragraphs below. Faculty members who choose to participate will be eligible for the OPRP as follows:

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

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

#### B. Program Provisions

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

the participant mutually agree to schedule the assignment of workload and office hours across the two regular semesters. A participant's scheduling request will be honored whenever feasible. No assignments shall be scheduled within the summer term. Departmental administrators will at all times be amenable to requests from participants for such information as the administrator has the time concerning scheduling and assignments. Participants are encouraged to submit suggestions and recommendations as to scheduling and assignments which directly affect them and each will have an opportunity to review the proposed schedule with his or her immediate supervisor. Final decisions on scheduling will be made by the College.

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

## ARTICLE 14

### LEAVES

#### 14.01 Leaves of Absence – Definition

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

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

#### 14.02 Sick Leave

##### A. Earning of Sick Leave

Each full-time faculty member shall earn one (1) day of sick leave with compensation for each calendar month of service or major fraction of a calendar month of service not to exceed twelve (12) days for each fiscal year. Such leave shall be taken only when necessary, because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida state college, the Florida Department of Education, the State University System, a Florida district school board, or a state agency, provided that at least one-half of the sick leave accumulated at any time must have been established during employment at Pensacola State College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he or she procures from the former employer and furnishes in writing to the President of the College certification of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his or her employment at Pensacola State College at the beginning of the next regular term following the termination of his or her employment with the employer from whom the sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

Full-time faculty may choose to participate in the College's sick leave pool.

##### B. Leave Information

The College will apprise faculty members of accrued sick leave hours by way of Workday. The College will furnish explanatory information at any time upon request, allowing a reasonable amount of time for response.



### C. Use of Sick Leave

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

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

### D. Claim Must Be Filed

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

### E. Compensation

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

F. Terminal Pay for Accumulated Sick Leave

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

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

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

<b>Years of Service</b>	<b>Actual Payout Percentage</b>
4	0.0%
5	35.0%
6	37.5%
7	40.0%
8	42.5%
9	45.0%
10	47.5%
11	50.0%
12	52.5%
13	55.0%
14	57.5%
15	60.0%
16	62.5%
17	65.0%
18	67.5%
19	70.0%
20+	72.5%

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

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

If a faculty member receives terminal pay benefits based on unused sick leave credit, all unused sick leave credit shall become invalid; however, if a faculty member terminates his or her

employment without receiving terminal pay benefits and is reemployed, his or her sick leave credit shall be reinstated.

G. Physical Examination

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

**14.03 Illness-in-Line-of-Duty Leave**

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

**14.04 Personal Leave**

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

**14.05 Court-Related Service**

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

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

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

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

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

#### **14.06 Professional Leave**

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

#### **14.07 Sabbatical Leave**

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

##### **A. Sabbatical Leave Committee**

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

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

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

#### B. Eligibility for Sabbatical Leave

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

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

A faculty member who is in DROP is not eligible for sabbatical leave.

#### C. Length of Leave

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

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

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

#### D. Application for Sabbatical

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

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

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

E. Acceptance of Sabbatical

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

F. Benefits and Sick Leave While on Sabbatical Leave

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

G. Number of Sabbatical Leaves

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

H. Award Dates for Sabbaticals

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

I. Sabbatical Report

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

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

**14.08 Military Leave**

Leave shall be granted to full-time faculty members who are ordered to: (1) Federal active or inactive duty training due to membership in military reserves, including the National Guard. The first seventeen (17) days of such leave per year shall be with pay. Leave beyond the seventeen

(17) days shall be without pay. (2) State active duty due to membership in the Florida National Guard. Such leave not exceeding seventeen (17) days at any one time shall be with pay. Leave beyond the seventeen (17) days at any one time shall be without pay. Leave granted to full-time faculty members for extended active military duty shall be according to Sections 115.14 and 295.09, Florida Statutes.

#### **14.09 Parental Leave**

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

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

- A. Except in the case of emergency as determined by the President, the faculty member shall notify his or her immediate supervisor in writing at least sixty (60) days prior to the starting date of the leave.
- B. Leave without pay shall be granted on an academic term basis for up to one full academic year.
- C. Except in the case of emergency as determined by the President, any request for extension of leave beyond the period granted shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the starting date of the requested extension.
- D. The faculty member shall notify his or her immediate supervisor in writing of his or her intent to return to active employment no less than thirty (30) days prior to the end of the period for which leave had been granted. The immediate supervisor shall then assign the faculty member to his or her former position or to a substantially similar position for which the employee is fully qualified.
- E. Prior to the commencement of parental leave, the faculty member may use any portion of accrued sick leave in accordance with the provisions of Section 14.02.C of this Article. While on parental leave, a faculty member shall be entitled to benefits as provided in Section 13.07 of this Agreement.
- F. Granting of parental leave shall result in no diminution of rank, salary, or continuing contract status of those faculty members on continuing contract.

#### **14.10 Leave Without Pay**

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

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

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

Nothing in this section shall be construed to abrogate the provisions of the Board of Trustees Policy 6Hx20-4.019.

#### **14.11 Absence Without Leave**

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



## ARTICLE 15

### SALARIES

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

#### 15.01 Base Salary

##### A. Basic Contract Length

###### 1. Instructional Faculty and Library Faculty

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

###### 2. Counseling Faculty

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

###### 3. Extended Contract Faculty

Contract length for extended contract faculty shall be 164 duty days plus 432 clock hours between the end of Spring semester and the beginning of Fall semester as well as graduation ceremonies. The total number of duty days for the year shall not exceed 224 days plus graduation ceremonies. Workload and schedules shall be in accordance with Article 9.04.D.

###### 4. Extended Contract Teaching Faculty

The schedule will include 164 duty days plus graduation ceremonies during Fall and Spring semesters. Between the end of Spring semester and the beginning of Fall semester the schedule will include 180 classroom contact hours and an additional 132 office hours scheduled at times convenient to students and approved by the immediate supervisor.

###### 5. Lecturers

The schedule will include 164 duty days plus graduation ceremonies during Fall and Spring semesters.

###### 6. Full-Time Status

###### a. Retirement Credit

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

b. Sick Leave

For any faculty member on a 9-month contract, sick leave is earned and used as specified in Article 14 except during the guaranteed summer assignment. Sick leave is not earned during the guaranteed summer assignment; however, unused sick leave balances may be used as specified in Section 14.02.C.

For extended contract faculty, sick leave is earned and used as specified in Article 14.

c. Summer Status

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

B. Guaranteed Summer Assignment

Faculty members, excluding those on extended contract, those whose contracts have not been renewed, and lecturers, shall be guaranteed a summer assignment in addition to the basic contract.

1. Instructional Faculty

- a. For instructional faculty, the guaranteed summer assignment shall be defined as ninety (90) classroom contact hours and eighteen (18) office hours. Office hours will be scheduled two or more days per week at a time convenient to students and subject to the approval of the immediate supervisor. Office hours will be reduced proportionately for faculty members teaching fewer hours than the guaranteed summer assignment. The guaranteed assignment shall be worked during the Summer semester as determined by the appropriate immediate supervisor in consultation with the faculty member. The determination of the guaranteed summer assignment shall be done in a fair and timely manner as outlined in Section 6.10.B.2.

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

Lecturers are not guaranteed a summer assignment. However, when a summer assignment is offered to a lecturer, the hourly rate will be consistent with the hourly rates shown in the table in section 15.02.D. The number of hours in the summer assignment will be determined by the College.

- b. Instructional faculty may be contracted for summer hours in addition to the guaranteed assignment if needed and approved by the College (see Section 6.10).

- c. The compensation for the guaranteed summer assignment shall be at the overload rate as specified in Section 15.02.C of this agreement. Compensation for hours worked beyond the guaranteed summer assignment shall be at the overload rate specified in Section 15.02.C. Summer semester assignments consisting of fewer than 90 contact hours and 18 office hours will be paid at a prorated rate.

## 2. Library Faculty and Counseling Faculty

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

## C. 2024 – 2027 Salaries

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

## D. Current Faculty – Basic Contract Length

In the 2024 – 2025 contract year, faculty members shall receive a recurring base increase of \$1,950 plus 3% to their 164-day or extended contract.

If the new health insurance is implemented effective January of 2025, a base salary increase of \$600 will be added beginning with the pay period ending December 13, 2024, to cover the required employee contribution to the health insurance premium. Any faculty member who opts out of the new health insurance coverage will receive an annual supplement of \$1,300 for dental and vision coverage, whether or not the faculty member chooses to purchase such coverage.

In the 2025 – 2026 contract year, faculty members shall receive a recurring base increase of 3.5% to their 164-day or extended contract effective the first day of the 2025 – 2026 contract year.

In the 2026 – 2027 contract year, faculty members shall receive a recurring base increase of 3.0% to their 164-day or extended contract effective the first day of the 2026 – 2027 contract year.

In the event that any other classification of employee receives a higher across-the-board percentage increase in the 2024 – 2025, 2025 – 2026, or 2026 – 2027 contract year, negotiations shall automatically reopen for faculty salaries.

1. Placement

a. New Faculty – Basic Contract Length

Faculty members shall be placed on the salary schedule as follows:

Degree Classification	164 Day Base
Bachelor’s or Less	\$39,500
Master’s	\$42,250
Master’s Plus 30	\$44,000
Doctorate	\$47,000

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

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

The College President has the authority to approve starting salaries of up to 12.5% higher than those listed above.

b. New Faculty – Extended Contract Length

The extended contract base salary for faculty members working under the extended shall be the amount specified for 164-day contract plus the amount for two (2) summer assignments plus \$3,000. The salary will be annualized and paid over the full contract year. The guaranteed summer salary in the contracted salary will be based upon the primary teaching responsibility of the faculty position during the academic year as designated at the time of hire. If a faculty member’s primary teaching responsibility changes, the guaranteed summer salary shall be changed effective in the next academic year to reflect the program of primary teaching duty. A change in primary teaching duty

shall become official following approval by the Vice President of Academic and Student Affairs.

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

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

**A. Non-credit Continuing Education**

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

**B. Independent or Directed Study**

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

Hourly rate x 1.5 x number of credits x number of officially enrolled students following the completion of the relevant drop and add period.

**C. Hourly Rates for Overload Employment**

Any faculty member carrying an overload, independent or directed study course, or substitution in accordance with Article 9 shall be paid according to the following hourly rates:

College Credit and Developmental Education	\$38
Vocational-level, Library Faculty, and Counseling Faculty	\$35

**D. Guaranteed Summer Assignments**

The guaranteed summer assignments shall be in the amount listed in the table below.

	College Credit and Developmental Education	Vocational-level, Library, and Counseling Faculty
Instructional Faculty 90 contact hours + 18 office hours = 108 contact hours	\$4,104	\$3,780
Library and Counseling Faculty 120 contact hours		\$4,200

E. Prior Learning Assessment

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

F. Compensation for Work for Hire

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

G. Honors Classes or Modules

Overload pay for honors classes or modules shall be as determined by the College.

**15.03 Educational Achievement Incentive**

In order to be eligible for educational incentive pay, a faculty member must receive pre-approval for his or her program of study from the Vice President of Academic and Student Affairs. Application for approval of courses or a degree program will be made using Appendix K-1. If approval is not granted, the faculty member may appeal to the President of the College. Pre-approval may include appropriate graduate coursework completed prior to employment at the College. All coursework must be taken at a regionally accredited institution unless otherwise approved. Upon completion of the approved program, the faculty member shall submit a completed Faculty Educational Achievement Application (see Appendix K-2) and official certification by the institution conferring the degree or credit to the Vice President of Academic and Student Affairs, who will verify it and transmit it to Human Resources. Degree attainment which results in the recommendation for promotion in rank to assistant professor shall be forwarded to the President and the Board for approval.

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

From less than a Bachelor's to Bachelor's adds	\$3,000
From Bachelor's to Master's adds	\$3,500
From Master's to Master's plus 18 adds	\$1,750
From Master's plus 18 to Master's plus 30 adds	\$1,750
From Master's to Master's Plus 30 adds	\$3,500
From Master's to Doctorate adds	\$7,000
From Master's Plus 30 to Doctorate adds	\$3,500

The salary adjustment, once approved by the Vice President, will begin the semester following the date of the receipt of the completed application, including official documentation of completed courses or degree, in the Office of the Vice President of Academic and Student Affairs; however, there will be no change in the Association dues until the beginning of the next succeeding academic year.

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

#### **15.04 Salary Adjustments Resulting from Promotion**

Faculty promotion at Pensacola State College is awarded in recognition of demonstrated commitment to College values and effectiveness related to student learning or other duties. The professional growth of a faculty member evolves as his or her years of teaching and professional experience increase. The promotion system recognizes that evolution by setting different expectations for each rank. In addition, progression in rank distinguishes faculty members who meet increasingly broader standards of contribution to College values, especially those related to teaching and learning.

The recurring adjustment to the 164-day base contract or extended contract base shall be 4% to the base for every progression in rank except those occurring following completion of an approved doctorate.

#### **15.05 Educational Research Awards**

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

1. Topic selection;
2. Literature review;
3. Prospectus writing;
4. Data collection, including instrument design;
5. Statistical analysis;
6. Report writing (style, format, etc.); and
7. Action research

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

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

## **15.06 Salary Checks**

### **A. 164-Day Basic Contract – Instructional Faculty and Library Faculty**

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

Faculty members who elect the 26 pay date schedule shall have their 164-day basic contract divided into 26 (or 27 depending on the number of pay dates in the fiscal year) equal amounts and shall be paid that amount bi-weekly.

Should the College transition to a semi-monthly pay schedule, faculty who have elected the 26 pay date schedule will be transferred to a 24 pay date schedule.

### **B. 164-Day Basic Contract – Counseling Faculty**

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

### **C. Extended Contract Faculty**

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

### **D. Payment for Overloads**

Course overloads each semester shall be paid in installments. Payment on this schedule is dependent upon processing of the necessary paperwork.

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

### **E. Guaranteed Summer Assignment**

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



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

F. Adjustments

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

G. Corrections

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

## **ARTICLE 16**

### **CALENDAR**

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

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

**ARTICLE 17**  
**HUMAN RESOURCES ISSUES**

**17.01 Appointment**

A. Faculty Appointments and Status

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

B. Selection of New Faculty

1. When consideration is being given to hiring new full-time tenure-track faculty members, the College does hereby invite, to the extent feasible, input from current faculty members through formation of appropriate departmental Search Committees. Search Committee recommendations will be given reasonable consideration when final decisions regarding employment are made. Final decisions regarding employment rest entirely with the College.
2. In the case of emergency circumstances the College will appoint faculty to full-time temporary positions of a duration of up to one academic year until the position can be advertised and filled through the standard process. Exceptions to the length of appointment will be made by the College in consultation with the PSCFA president.
3. When consideration is being given to hiring new full-time lecturers, at least one faculty member shall be invited to serve on the Search Committee. However, in the case of emergency circumstances the College will appoint lecturers to full-time, temporary positions until the position can be advertised and filled through the standard process.
4. Faculty members shall, with their consent, serve on departmental Search Committees.

C. Continuing Contract

1. Each full-time faculty member to whom a continuing contract has been issued shall be entitled to continue in a position in the College at the salary schedule mutually agreed to by the College and the Association in accordance with SBE Rule 6A-14.0411 and policy 6Hx20-4.008 in the Policies of the District Board of Trustees.
2. A tenured faculty member who accepts an administrative appointment beginning on or after July 1, 2015, shall retain the right to return to the faculty position through June 30 following five (5) full years on the administrative appointment or voluntarily resign his or her continuing contract.
3. Compensation for any tenured faculty member who returns to the faculty position under 17.01.C.2 will be the same as if the faculty member had not accepted an administrative position.

D. Involuntary Changes

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

E. Transfers

All tenure-track faculty position openings shall be announced internally. Additional vacancies within six (6) months of the initial review date of a previously posted position may be filled using the previous applicant pool without additional announcement or advertisement. Any qualified tenure-track faculty member desiring consideration for transfer to an announced open position in another department shall complete the standard College job application. Internal applicants will be evaluated by the same standards and criteria which apply to all other candidates for the position, and, if qualified, will be interviewed by the Search Committee during the interview process. If two or more tenure-track faculty members who apply are considered equally appropriate for filling the vacancy, seniority at the College will be used as the deciding factor. Following the written notification of the successful candidate, all faculty members requesting transfer to the position shall be notified in writing by the Director, Human Resources of the outcome of the selection process.

Lecturers who wish to apply for a tenure-track position may submit a request to Human Resources to have prior application materials provided to the Search Committee and, if qualified, will be interviewed by the Search Committee during the interview process.

F. Rehires

Any tenure-track faculty member who resigns his or her faculty position and is rehired within five (5) academic years shall be rehired at his or her former rank and salary. However, it is understood that any faculty member with continuing contract status who resigns is resigning from that continuing contract status.

**17.02 Changes in Duty Station or Assignment**

A. Primary Duty Station

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

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

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

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

A faculty member may request a change in duty station through the immediate supervisor.

A change in primary duty station is not finalized until approved by the Vice President of Academic and Student Affairs.

### **17.03 Personnel Files**

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

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

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

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

### **17.04 Worker's Compensation**

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

### **17.05 Initial Credentialing**

The Initial Faculty Development plan (IFDP) is intended to provide fundamental training for newly hired faculty members in a timely manner, to provide other structured training during a faculty member's initial years at the College, to provide acculturation to the institution, and to

foster professionalism. The IFDP shall be a plan for the first three years of employment. Each IFDP must be approved by the administration. A full-time faculty member who has not met all requirements in the IFDP shall not be eligible for continuing contract status or promotion in rank. Lecturers are not required to complete initial credentialing.

- A. As part of the IFDP, each newly hired faculty member must attend the new faculty orientation.
- B. In addition to the new faculty orientation, all newly hired faculty members must demonstrate competence in the following areas:
  - 1. Curriculum and Instruction;
  - 2. Psychology of Learning;
  - 3. Tests and Measurements;
  - 4. The Community College
  - 5. Classroom Management
  - 6. Learning Technologies; and
  - 7. Legal Issues and Other Issues Affecting Higher Education.

Competence may be established through workshops, coursework, or other experience as determined by the immediate supervisor. However, individual departments may require additional training for initial credentialing. Additional training will be specified by the immediate supervisor during the faculty member's first three full years of employment at the College.

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

- C. New faculty will participate in the New Faculty Cohort meetings, attend scheduled workshops, training, and other events as determined by the College. This program aims to enhance the faculty member's knowledge of the College and his or her own philosophy of teaching in order to improve overall opportunities for student success, professional success of the faculty member, and faculty retention.
- D. Upon completion of the IFDP, the faculty member will submit a completion report to his or her immediate supervisor. The completion report will be routed through the appropriate chain of command to the Vice President of Academic and Student Affairs. The completion report should be submitted to the immediate supervisor no later than September 15 following the third full academic year of employment. In order to submit an application for promotion, a completion report must be on file by the deadline for the promotion

application. The approved completion report shall be kept in the employee file in the Human Resources Department.

## **17.06 Professional Development**

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

In addition to items listed on the Faculty Development Plan, faculty members will complete any training that the College requires for all employees.

### **A. Faculty Development Plan**

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

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

1. Each faculty member, excluding lecturers, shall plan, complete, and report professional development activities on a recurring three-year cycle, starting immediately after the completion of the initial faculty development plan. Each faculty member shall file a new FDP and shall complete the activities specified in that plan during the three-year period. The three-year cycle shall begin each September 1. All FDP plans expire on August 31 following the third full year. Each faculty member shall submit a new FDP no later than September 15 following the expiration of the FDP. A completion report for the expired FDP shall be submitted with the new FDP. The immediate supervisor shall provide feedback on the new FDP within thirty (30) days of receipt of the plan.
2. Each lecturer shall complete a yearly FDP with approval required by the immediate supervisor. The FDP for a lecturer will specify the activities to assist the faculty member in the effective performance of his or her duties. No lecturer shall have to work more than the weekly scheduled thirty-five hour week without additional compensation at the overload rate to meet the FDP requirements.
3. The direction and composition of the FDP are primarily the responsibility of the faculty member but require administrative approval. The College may, however, require workshops, classes, or training in specific areas for a faculty member if it is deemed necessary by the College. Each FDP shall be consistent with the mission and goals of the department and the College and shall consist of activities related to the faculty

member's duties at the College. The faculty member initiates each new FDP which is subject to administrative approval.

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

#### B. Completion of the Faculty Development Plan

1. It is the responsibility of the faculty member to prepare and submit an acceptable completion report to his or her immediate supervisor for approval no later than September 15 following the expiration of the FDP. The faculty member is responsible for providing evidence of completion of activities contained in the FDP.



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

## **17.07 Promotions**

The tenure-track instructional faculty, library faculty, and counseling faculty shall hold professorial ranks of Instructor, Assistant Professor, Associate Professor, and Professor. Lecturers shall not be eligible for promotion.

### **A. General Considerations**

1. Instructors, Assistant Professors, and Associate Professors shall be granted promotion to the next higher rank upon recommendation to and approval by the President through the promotion process.
2. The principal criterion for promotion shall be teaching or job effectiveness.
3. Promotion to a higher professorial rank shall be granted in order to recognize a faculty member's teaching or job effectiveness, professional development, and effective service as an educator.

A newly hired faculty member without an earned doctorate degree shall be employed at the rank of Instructor. If a faculty position remains unfilled after an attempt by a Search Committee to fill it, the faculty in the affected department and the Vice President of Academic and Student Affairs shall meet to determine whether or not the rank of Assistant Professor will be offered to subsequent applicants for that position. A newly hired faculty member with an earned doctorate from a regionally accredited institution in the field in which he or she has been hired to teach shall be employed at the rank of Assistant Professor.

4. Upon completion of an approved doctorate and approval by the Vice President, Academic and Student Affairs, a faculty member at the rank of instructor shall be recommended to the President and the Board for promotion to the rank of assistant professor. Once approved, the faculty member shall receive the salary adjustment associated with the education achievement incentive and not the salary adjustment associated with promotion.
5. No faculty member shall be eligible for application for promotion until at least the fourth year in rank, and a promotion shall take effect the following contract year. A year in rank will run from August to August. However, a faculty member who begins his or her employment during Fall semester of an academic year shall be credited with having served a full year in rank for purposes of the promotion process.

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

6. A faculty member will not be eligible for consideration for continuing contract or promotion until all requirements defined in 17.06.A and 17.06.B have been completed. A faculty member will not be eligible for consideration for continuing contract until he or she has completed at least five full years of satisfactory service at the College.
  7. The awarding or continuing contract is at the sole discretion of the College and the Board of Trustees.
  8. Promotion in rank shall not be awarded prior to the awarding of continuing contract except for cases in which a promotion is granted based upon completion of an approved doctoral degree. Promotion and continuing contract can, however, become effective the same contract year.
  9. Administrative processing of a promotion application does not impact the College's right of awarding continuing contract.
  10. Only faculty in tenure-track positions are eligible for promotion in rank.
  11. A faculty member who is in DROP is not eligible for promotion.
- B. Requirements for Rank Advancements

1. Assistant Professor

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

2. Associate Professor

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

Advancement to Associate Professor carries with it the obligations to present evidence of significant service at both the department and the broader College level as well as service in the discipline or in the community. To be considered for the rank of Associate Professor, a faculty member must hold continuing contract status, must be in at least the fourth year in rank as Assistant Professor, must submit an acceptable application for promotion, and must demonstrate consistently successful teaching or job effectiveness. Promotion, if granted, will be effective the following contract year.

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

3. Professor

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

C. Process of Promotion

1. On or before November 15 of each year, the Vice President of Academic and Student Affairs shall send written notification to faculty members who are eligible for promotion. Faculty members shall be selected for promotion from among those faculty members who are eligible and apply.
2. On or before January 15 of each year, each faculty member who is eligible for and desires promotion will submit a written application for promotion together with appropriate documentation to his or her immediate supervisor. The College's official promotion application form (Appendix R) must be used. All of the materials submitted shall remain the property of the College.
  - a. The promotion application shall be in the form of a packet comprised of a cover page (Appendix R), table of contents, and no more than fifteen (15) letter-sized, single-sided pages. These fifteen pages shall be divided into three sections: Teaching/Job Effectiveness, Professional Development/Scholarly Activity, and Service to the department, College, community, or discipline. In addition to the fifteen letter-sized pages, the applicant may attach appendices of no more than ten (10) letter-sized single-sided pages to support claims made in the promotion application.
  - b. The body of the promotion application shall be organized according to the format shown in the Faculty Promotion Criteria (Appendix Q). Faculty shall address all of the items within Appendix Q concerning Teaching/Job Effectiveness. In addition, each candidate for promotion shall address as many of the items for Professional Development/Scholarly Activity and Service to the Department, College, Community, and/or Discipline for which he or she has evidence of achievement; however it is not required that a faculty member must address all items listed in either of those sections.
  - c. In addition to the cover page, table of contents, and the fifteen page application, the faculty member may attach up to ten (10) pages of appendices. All documentation

included in the appendix must be referenced in the application by page number and arranged in the same order in the appendix.

3. Following the deadline date for submission of faculty promotion application forms and materials, the promotion process shall proceed according to the order and dates contained in the Promotion Process Chart (see Section 17.07.C.10).
4. At Level I of the promotion process:
  - a. Each immediate supervisor shall review all promotion applications and materials submitted to his or her office and assign points for each applicant following the Faculty Promotion Criteria (F.P.C.) in Appendix Q.
  - b. Each immediate supervisor of a faculty member applying for promotion shall consult with his or her immediate supervisor, discussing the applicants' packets and the points assigned.
  - c. Each immediate supervisor shall use Appendix S to provide a written explanation of points assigned, as well as a written recommendation for each applicant he or she recommends for promotion or an explanation of the reason(s) for not recommending promotion.
  - d. A copy of Appendix S shall be attached to the applicant's application packet for forwarding to the next level.
5. Prior to forwarding the promotion materials to the next level, the immediate supervisor shall invite each applicant within the department to discuss privately the content and assessment of his or her promotion materials, including the applicant's strengths and areas in which improvement is needed, a thorough explanation of the points assigned according to the F.P.C. and delineated on the completed Appendix S. If the faculty member chooses not to meet with the immediate supervisor, he or she shall provide a written statement to that effect to be included in the packet. If the faculty member declines the conference and fails to provide such written notice, the immediate supervisor shall still be considered to have met his or her obligation regarding the promotion conference.

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

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

6. At Level II the appropriate administrator shall review the promotion materials for his or her area of responsibility and shall determine that each faculty member has discussed his or her application packet with the appropriate immediate supervisor or declined to do so as specified in Section 17.07.C.5.

After reviewing all materials submitted, the administrator will make his or her recommendations as specified in Appendix S (Page S-2) and will forward all application packets to the next level by the date specified in the Promotion Process Chart (see Section 17.07.C.10).

7. At Level III each Joint Promotion Committee (see Section 17.07.D below) member shall review all materials submitted and shall individually score and rank each applicant based on material presented in the application materials. The individual Committee members' rankings shall be averaged, and using this average the Committee shall develop a prioritized list of applicants. The Committee shall list the names of the faculty members it recommends for promotion.

The Committee shall forward the list of faculty members it recommends for promotion and all promotion materials to the next level by the date specified in the Promotion Process Chart (see Section 17.07.C.10).

8. At Level IV the Vice President of Academic and Student Affairs shall review all materials submitted and forward a list with his or her recommendations to Level V for consideration by the President.
9. Upon approval of promotions by the President of the College, and following approval of the promotions by the April Board of Trustees meeting, the Vice President of Academic and Student Affairs shall send the President of the Faculty Association a listing of the candidates for promotion, indicating those who were awarded promotions. Each applicant shall be sent a letter from the Vice President of Academic and Student Affairs indicating the outcome of his or her promotion application. The letter sent to a faculty member denied promotion shall summarize the weak areas in the promotion packet. The faculty member may meet with his or her immediate supervisor to discuss amending the Faculty Development Plan or other appropriate actions to address areas of weakness. Following the mailing of the letters to the promotion applicants, a listing of those receiving promotions shall be sent to CollegeAll by the Vice President of Academic and Student Affairs.

10. Promotion Process Chart

Level	Office/Committee	Forwarding/ Completion Date
Level I	Immediate Supervisors Student Services Directors	February 15
Level II	Dean	February 20
Level III	Joint Promotion Committee	March 30
Level IV	Vice President of Academic and Student Affairs	April 3
Level V	President of the College	April 7
Level VI	Board of Trustees	April Meeting

D. Joint Promotion Committee

1. The Joint Promotion Committee shall consist of seven (7) members, three (3) members from the full-time faculty, and four (4) members from the academic administrative staff, one of whom shall be designated as the Chair. Committee members from the faculty shall hold the rank of Professor.
2. The President of the Faculty Association and the Vice President of Academic and Student Affairs shall consult to select the seven (7) committee members on or before March 1. These members shall be appointed by the Vice President of Academic and Student Affairs and shall be representative of the district.
3. Committee members shall serve from February 15 to April 7.
4. The Chair of the Committee shall vote only to break a tie.

E. Number of Promotions

The Board shall annually award a reasonable number of faculty promotions as recommended by the President of the College.

**17.08 Travel Expenses**

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

The policies and procedures referred to above are as stated in Pensacola State College Policy 6Hx20.5008 and section 5 of the Pensacola State College Procedures and they will not be changed during the term of this Agreement unless mandated by the Florida Statutes or Florida State Board of Education Administrative Rules.

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

## ARTICLE 18

### DISTANCE LEARNING

#### **18.01 Introduction**

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

#### **18.02 Faculty Jobs Protection**

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

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

#### **18.03 Instructional Assignments**

- A. As long as traditional modes of delivery are available, participation by members of the bargaining unit in distance learning courses, whether as part of a regular teaching load or as overloads, will be strictly voluntary. The decision by a member of the bargaining unit not to participate will not be used in any evaluative manner.
- B. No faculty shall be assigned to teach a distance learning course that involves learning new technologies without training in those technologies. Faculty members who are new to online teaching must complete ten (10) hours of training, including pedagogical and technical best practices. These faculty members may also have the benefit of an experienced mentor during their first semester of teaching online.
- C. Full-time faculty who have a demonstrated record of student success and retention may request to teach more than one online course a part of their standard loads.

#### **18.04 Workload Points and Class Size**

- A. The parties mutually acknowledge that educational outcomes and the quality and effectiveness of instruction shall be important considerations when the combined number of students enrolled in any one distance learning course section is set. The number of students assigned to any one distance learning course section shall be determined by the immediate supervisor in consultation with the faculty member responsible for that section and should normally be consistent with the work requirements set for the regular course sections in that discipline. However, because certain methodologies of distance learning may require different work by faculty than normally required in traditional classroom setting, class size must be set on a section-by-section basis by the immediate supervisor in consultation with the faculty member.

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

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



**ARTICLE 19**  
**DISCIPLINARY ACTION**

**19.01 Disciplinary Action**

A. Pre-Disciplinary Action

The College may counsel a faculty member to correct behavior and/or warn that disciplinary action may follow if improvement is not noted.

B. Disciplinary Action

1. Except as provided in applicable statutes or State Board of Education rules, discipline of any type shall be based only on a faculty member's work-related performance, conduct, or duties and administered by an appropriate administrator. A faculty member's conduct is subject to disciplinary action a) when the faculty member is acting as an agent of the College, regardless of time or location; or b) when the faculty member is on College premises.
2. All formal discipline shall be timely, fair, and only for just cause, and shall include the following steps: written warning, written reprimand, suspension with or without pay, return to annual contract, and dismissal. If the circumstances warrant, discipline may begin at a higher level than the first step or progress to a higher level than the next sequential step.
3. Faculty members shall be notified in writing of the subject matter at least 24 hours in advance of any meeting at which disciplinary action may be discussed or which may result in disciplinary action. Such notice shall be provided at the time the meeting is requested. Faculty members shall have the right to have Association representation present at such meeting, if the faculty member so desires.
4. Anonymous complaints shall not be used as evidence in support of disciplinary action(s). However, although student feedback surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used by the College in support of personnel decisions.
5. All disciplinary action shall be subject to Article 10 of this Agreement.

C. Disciplinary Procedure

Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Warnings and reprimands shall be discussed with the faculty member in person.

1. Written Warning

A written warning notifies the faculty member that inappropriate behavior or violation of a rule, policy, or procedure has occurred and outlines the steps that must be taken to correct the problem. It should include notice that more serious disciplinary action will

take place if corrective action is not taken or repeat violations occur. Documentation for a Written Warning shall be made by the administrator in accordance with Appendix N which shall be placed in the faculty member's privacy folder of the personnel file.

2. Written Reprimand

A written reprimand is a formal notice that inappropriate behavior or a violation of a rule, policy, or procedure has occurred and outlines the steps which must be taken to correct the problem. It should include notice that more serious disciplinary action will take place if correct action is not taken or repeat violations occur. Documentation for a Written Reprimand shall be made by the administrator in accordance with Appendix N which shall be placed in the faculty member's privacy folder of the personnel file.

3. Suspension

A faculty member may be suspended with pay pending the investigation of a possible infraction. If, after investigation, just cause for disciplinary action is determined, the President may suspend the faculty member without pay provided that notice of intent is provided pursuant to 17.03.D. below. A record of the suspension will be placed in the privacy folder in the employee's personnel file.

4. Return to Annual Contract or Dismissal

A faculty member who is under continuing contract may be returned to annual contract status or may be dismissed only with just cause and upon written recommendation by the President to the Board to that effect, provided the recommendation is approved by the Board.

D. Notice of Intent

When the President or his or her designee has reason to believe that a suspension without pay, return to annual contract, or termination should be imposed, the President or his or her designee shall provide the faculty member with a written notice of the proposed action and the reasons therefore.

1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.
2. The faculty member shall be given ten (10) College business days in which to respond in writing to the President or his or her designee before the proposed action is taken. The President or his or her designee then may issue a Notice of Disciplinary Action under 17.3.6 below.
3. The faculty member has the right to Association representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
4. If the President or his or her designee does not issue a Notice of Disciplinary Action, the Notice of Intent shall be retained only in the faculty member's privacy folder in the personnel file.

E. In the event that return to annual contract or dismissal is recommended, the faculty member shall have the right to an informal hearing before the Board, or its designee(s), prior to the action. A faculty member may elect to proceed with a hearing before the Board or challenge the disciplinary action through the grievance process but not both.

F. Notice of Disciplinary Action

All Notices of Disciplinary Action as referenced in 17.03.D.2 shall include a statement of the reasons therefore and a statement advising the faculty member that the action is subject to Article 10 of this agreement. All such notices shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.

G. Nothing in this Article shall be deemed to give any faculty member not on continuing contract status any property interest in his or her employment.

H. During all disciplinary proceedings, a faculty member shall have the right to consult with, and be represented by, a representative of his or her choice.

I. The faculty member shall have the right to respond to disciplinary action in writing and have that response attached to the report of the discipline. If any material is found, through mutual agreement, grievance process, or court proceedings, to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the faculty member.

**APPENDIX A**  
**CLASSROOM-BASED RESEARCH AWARDS PROGRAM**  
**APPLICATION COVER SHEET**

The current Pensacola State College faculty Collective Bargaining Agreement (15.05) provides that full-time faculty may apply for educational research grants aimed at conducting research to identify best practices for improving classroom instruction and student learning. All research proposals will be scored on the responses provided to the five (5) components below in order to rate projects on a 20-point scale (a minimum score of 15 is required for approval). Project applications will be submitted to the Office of the Vice President, Academic and Student Affairs for consideration by the committee. A one-time \$1,500 stipend will be paid at the completion of approved projects. It is understood that the proposal development and data analysis will take place outside of faculty member’s normal work hours.

**Due Date: mid-term of spring semester for projects to be completed the next academic year.**

<b>NAME</b>			
<b>PHONE EXT.</b>		<b>EMAIL</b>	
<b>DEPARTMENT</b>			

**Attach to this Cover Sheet a proposal of not more than 5 pages (double-spaced and 11 pt. font) that addresses the following:**

Component	Description	Points
1. Topic Overview	Develop a paragraph to succinctly state the proposed research topic.	2
2. Literature Review	In no more than one page, please summarize the major findings from the literature that help to shape your research focus, design and questions.	3
3. Problem Statement and Research Questions	Present your problem statement and major research questions to be addressed by the project.	5
4. Methodology, including Data Collection and Research Design	Describe how the classroom-based research will be conducted. If multiple course sections will be included in the project, how will you select the sections and/or students to be included? If random assignments will be made, how will this be accomplished? If applicable, include a timeline.	5
5. Plan for Dissemination of Findings	The ultimate purpose of the research project is to improve the teaching-learning process at PSC. In these final paragraphs, describe how you will disseminate your findings to your PSC colleagues and to the wider community college education community and explain the implications for PSC teaching and learning.	5
<b>Total Points Possible</b>		<b>20</b>

**APPENDIX B1  
FACULTY SCHEDULE FORM\***

FACULTY MEMBER \_\_\_\_\_

OFFICE TELEPHONE \_\_\_\_\_

OFFICE ROOM NUMBER \_\_\_\_\_

SEMESTER \_\_\_\_\_

SESSION \_\_\_\_\_

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
	COURSE ACTIVITY	LOCATION	COURSE ACTIVITY	LOCATION	COURSE ACTIVITY	LOCATION	COURSE ACTIVITY	LOCATION	COURSE ACTIVITY	LOCATION
7-7:30										
7:30-8										
8-8:30										
8:30-9										
9-9:30										
9:30-10										
10-10:30										
10:30-11										
11-11:30										
11:30-12										
12-12:30										
12:30-1										
1-1:30										
1:30-2										
2-2:30										
2:30-3										
3-3:30										
3:30-4										
4-4:30										
4:30-5										
5-5:30										
5:30-6										
6-6:30										
6:30-7										
7-7:30										
7:30-8										
8-8:30										
8:30-9										
9-9:30										
9:30-										
<b>Total Hours</b>										

**APPENDIX B1  
FACULTY SCHEDULE FORM\***

**Fall and Spring Semesters**

Standard Load Class Contact Hours Per Week \_\_\_\_\_

Release Time Per Week (If Any) \_\_\_\_\_

Office Hours Per Week \_\_\_\_\_

Subtotal (Not Less Than 25) \_\_\_\_\_

Opa Hours Per Week (Including Community Service) \_\_\_\_\_

Standard Assignment Total Per Week (Must equal to 35) \_\_\_\_\_

Overload Hours Per Week \_\_\_\_\_

Total Hours Worked Per Week \_\_\_\_\_

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

Guaranteed Assignment Class Contact Hours Per Week \_\_\_\_\_

Release Time Per Week (If Any) \_\_\_\_\_

Office Hours Per Week \_\_\_\_\_

Guaranteed Assignment Total Per Week \_\_\_\_\_

Overload Hours Per Week \_\_\_\_\_

Total Hours Worked Per Week \_\_\_\_\_

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

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

**APPENDIX B2  
SAMPLE FACULTY DOOR SCHEDULE**

Faculty Member _____	Term _____
Office Phone Number _____	Session _____

Activity	Location	Time
<b>Monday</b>		
<b>Tuesday</b>		
<b>Wednesday</b>		
<b>Thursday</b>		
<b>Friday</b>		

\_\_\_\_\_  
Immediate Supervisor

**APPENDIX C  
WORKLOAD CALCULATION**

**WORKLOAD CALCULATION**

**FACULTY MEMBER** \_\_\_\_\_

**SEMESTER** \_\_\_\_\_ **(Fall and Spring semesters only)**

SECTION NUMBER	COURSE	ENROLLMENT	CONTACT HOURS PER WEEK	# OF WEEKS	POINT FACTOR	LOAD POINTS	COMMENTS
<b>TOTAL STANDARD LOAD</b>							

SECTION NUMBER	COURSE	ENROLLMENT	CONTACT HOURS PER WEEK	# OF WEEKS	TOTAL HOURS	COMMENTS
<b>TOTAL OVERLOAD</b>						

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

Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

\*For record keeping only, not for workload calculation.

\*\*See Article 9.01.D.2 (Workload Points) for point factors used to calculate load points.



**APPENDIX D  
COMMUNITY SERVICE FORM**

NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

Name of Agency, Organization, or Group:

\_\_\_\_\_

Description of Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Schedule of Days and Time Worked Each Week:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

Approved \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

**APPENDIX E**  
**LAB DEFINITIONS FOR WORKLOAD**

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

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

**APPENDIX F  
RELEASE TIME FORM**

Name		ID#	
Department		Cost Center	

Applies for/is assigned to release time for Semester: \_\_\_\_\_

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

For the purpose of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Upon the following conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

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

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

**APPENDIX G  
PROGRAM COORDINATOR/DIRECTOR DUTIES**

Description of responsibilities to be assumed by:

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

Program \_\_\_\_\_ Academic Year \_\_\_\_\_

Total Points Awarded \_\_\_\_\_ Hours of Release Time  
for the semester \_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_\_ Awarded for the Semester

Hours of Release Time for Fall \_\_\_\_\_

Hours of Release Time for Spring \_\_\_\_\_

Hours of Release Time for Summer \_\_\_\_\_

RESPONSIBILITY	POINTS AWARDED	FALL	SPRING	SUMMER
1. <u>Admissions</u>  A. Chairs limited access program admissions committee/coordinates process  B. Writes/revises packet of information for prospective students				
2. <u>Student Support Services</u>  A. Conducts/coordinates orientation for new students  B. Conducts/coordinates orientation for prospective students  C. Assumes primary responsibility for written and telephone inquiries from new and prospective students  D. Provides student services-related support to program enrollees in addition to his or her own students				

**APPENDIX G  
PROGRAM COORDINATOR/DIRECTOR DUTIES**

RESPONSIBILITY	POINTS AWARDED	FALL	SPRING	SUMMER
<p>3. <u>Accrediting Agency Duties</u></p> <p>A. Prepares ad hoc accreditation and annual placement reports, (e.g. personnel changes, curriculum updates, graduate follow-up)</p> <p>B. Performs designated liaison duties with accrediting agency</p>				
<p>4. <u>Off-Campus Site Coordination</u> (For courses other than or in addition to those contained in his or her standard load.)</p> <p>A. Arranges off-campus clinical, work experience, or internship sites</p> <p>B. Schedules preceptors/clinical staff throughout the term</p> <p>C. Prepares incident reports regarding student performance in off-site or clinical settings</p> <p>D. Arranges for substitute instructors throughout the term</p> <p>E. Serves as designated on-call person for students and faculty outside scheduled student contact hours</p>				
<p>5. <u>Adjunct Instructor Coordination</u></p> <p>A. Assumes primary responsibility for recruiting and orienting adjuncts to the department/program</p>				
<p>6. <u>Coordination of non-Credit Instruction</u></p> <p>Coordinates the creation, scheduling, and instruction of non-credit (supplemental or contract) instruction associated with the program</p>				
<p>7. <u>Liaison to Advisory Committee</u></p> <p>Serves as designated liaison to program advisory committee (meeting more than twice a year) and assists in preparation and follow-up for those meetings</p>				

**APPENDIX G  
PROGRAM COORDINATOR/DIRECTOR DUTIES**

RESPONSIBILITY	POINTS AWARDED	FALL	SPRING	SUMMER
8. Other Duties As Assigned				

**Total Points Awarded** \_\_\_\_\_

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Immediate Supervisor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dean**

\_\_\_\_\_  
**Date**

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

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

**APPENDIX H  
FACULTY SUBSTITUTION FORM**

(Required only for overload pay request)

Name \_\_\_\_\_

Employee ID # \_\_\_\_\_

Department \_\_\_\_\_

Date and time of Substitution \_\_\_\_\_

Campus Location of Substitution \_\_\_\_\_

Course Number \_\_\_\_\_ Section \_\_\_\_\_

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

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

\_\_\_\_\_

Nature of Additional Service \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

**ATTACH A COPY OF FACULTY SCHEDULE FORM (APPENDIX B1)**

**APPENDIX I  
GRIEVANCE FORMAT**

**STEP 1**

**STEP 2**

Grievant's Name \_\_\_\_\_

Campus and Department \_\_\_\_\_

Telephone \_\_\_\_\_

PSCFA Grievance Committee Representative \_\_\_\_\_

Telephone \_\_\_\_\_ Date of Incident Being Grieved \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Specific Remedy Sought by Grievant:

\_\_\_\_\_

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

Step Two Response Due Date  
(20 College business days after receipt of this form) \_\_\_\_\_

Immediate Supervisor Response: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by (Immediate Supervisor or designee)

\_\_\_\_\_  
Date

cc: PSCFA President  
Board of Trustees Contract Administrator

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



**APPENDIX J1  
ANNUAL FACULTY EVALUATION FORM**

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

Department \_\_\_\_\_

Time Period Covered by the Evaluation \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Evaluation Prepared By \_\_\_\_\_

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

- I. Teaching/Job Effectiveness (Classroom Visitation and Evaluation Form attached if applicable)
- II. Professional Development/Scholarly Activity
- III. Service
  - a. To the Department
  - b. To the College
  - c. To the Discipline
  - d. To the Community
- IV. Other Regular Assigned Duties
- V. Progress on Completing Faculty Development Plan
- VI. Overall Assessment of the Faculty Member's Performance

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President, Academic and Student Affairs

\_\_\_\_\_  
Date

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

**APPENDIX J2  
ANNUAL FACULTY SELF EVALUATION FORM**

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

Department \_\_\_\_\_

Time Period Covered by the Evaluation \_\_\_\_\_ Date Submitted \_\_\_\_\_

Evaluation Prepared By \_\_\_\_\_

- I. Teaching/Job Effectiveness: Share anything you're doing now to meet the needs of our students, for example, specific methods, teaching strategies, activities, use of technology, intervention strategies, etc.
  
- II. Professional Development/Scholarly Activity
  
- III. Service
  - a. To the Department
  
  - b. To the College
  
  - c. To the Discipline
  
  - d. To the Community
  
- IV. Other Regular Assigned Duties
  
- V. Progress on Completing Faculty Development Plan
  
- VI. Additional Comments

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

\_\_\_\_\_  
Date

**APPENDIX K1  
FACULTY EDUCATIONAL ACHIEVEMENT INCENTIVE  
PRE-APPROVAL REQUEST**

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

Name \_\_\_\_\_ Department \_\_\_\_\_

Rank \_\_\_\_\_ Date of Hire as Full-Time Faculty \_\_\_\_\_

Degree to be Pursued (Level and Major) \_\_\_\_\_

Accredited Institution at which Degree will be Pursued\* \_\_\_\_\_

Projected Date to Begin Coursework \_\_\_\_\_ Number of Credit Hours to Complete\*\* \_\_\_\_\_

Projected Date to Earn Degree \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Faculty

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recommend Approval

\_\_\_\_\_  
Do Not Recommend Approval

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recommend Approval

\_\_\_\_\_  
Do Not Recommend Approval

\_\_\_\_\_  
Dean (If Applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

\_\_\_\_\_  
Vice President of Academic and Student Affairs

\_\_\_\_\_  
Date

If Not Approved by Vice President of Academic Affairs:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\*Attach evidence of accreditation.

\*\*Attach outline of program of study.

**APPENDIX K2  
FACULTY ADUCATIONAL ACHIEVEMENT INCENTIVE APPLICATION**

**(To be completed following completion of approved coursework/degree program)  
Attach copy of approved Appendix K1**

Name \_\_\_\_\_

Date \_\_\_\_\_

Employee Identification Number \_\_\_\_\_

Department and Campus \_\_\_\_\_

	BA/BS	MA/MS	MA+18/MS+18	MA+30/MA+30	DOCTORATE
LEVEL APPLIED FOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LEGIBLE TRANSCRIPT\* COPIES MUST BE ATTACHED WITH RELEVANT COURSES HIGHLIGHTED

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

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

Date \_\_\_\_\_

---

Recommend \_\_\_\_\_ Not Recommend \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

Comments:

---

Recommend \_\_\_\_\_ Not Recommend \_\_\_\_\_

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

Comments:

---

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

\_\_\_\_\_  
Vice President of Academic and Student Affairs

\_\_\_\_\_  
Date

**APPENDIX L  
EDUCATIONAL REQUIREMENTS FOR PAY LEVEL CATEGORIES**

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

\*Must be from a regionally accredited institution unless otherwise approved.



**APPENDIX N  
RECORD OF DISCIPLINARY ACTION**

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

Level of Disciplinary Action \_\_\_\_\_

Date of Disciplinary Action \_\_\_\_\_

Date of Activity or Event Prompting Disciplinary Action \_\_\_\_\_

Description of Activity of Event Prompting the Disciplinary Action

---

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

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

Cc: Faculty Member  
Faculty Member Personnel File Privacy Folder

**Appendix O1  
APPLICATION FOR INITIAL CREDENTIALING**

Name \_\_\_\_\_

Department \_\_\_\_\_

Plan Start Date \_\_\_\_\_

Plan Completion Date \_\_\_\_\_

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

I. New Faculty Orientation Date Completed \_\_\_\_\_

List the specific training activities completed:

Training Activity


II. Areas Requiring Demonstration of Competence\*

A. Curriculum and Instruction (6 hours required)

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

B. Psychology of Learning (6 hours required)

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



**Appendix O1**  
**APPLICATION FOR INITIAL CREDENTIALING**

C. Tests and Measurements (6 hours required)

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

D. The Community College (6 hours required)

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

E. Classroom Management (6 hours required)

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

F. Learning Technologies (6 hours required)

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

**Appendix O1  
APPLICATION FOR INITIAL CREDENTIALING**

**G. Issues Affecting Higher Education (6 hours required)**

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

**H. Additional Training (if required)**

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

**I. New Faculty Cohort Meetings**

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

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

\_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_  
Date

\_\_\_\_\_  
Next Level Supervisor \_\_\_\_\_  
Date

\_\_\_\_\_  
VP, Academic and Student Affairs \_\_\_\_\_  
Date

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

**Appendix O2**  
**FACULTY DEVELOPMENT PLAN (FDP)**

Name: \_\_\_\_\_

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

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

Expiration Date of Previous Plan: \_\_\_\_\_

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

Note: FDPs are three-year plans.

\_\_\_\_\_ to \_\_\_\_\_

**I. Check the general area(s) to be pursued in the proposed FDP. (Consult Section 17.06.)**

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

**Appendix O2**  
**FACULTY DEVELOPMENT PLAN (FDP)**

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

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

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

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

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix O2  
FACULTY DEVELOPMENT PLAN (FDP)**

Activity:

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

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

\_\_\_\_\_  
Date

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

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

**Immediate Supervisor**

Recommend Approval: \_\_\_\_\_

Do Not Recommend Approval: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**Next Level Supervisor**

Recommend Approval: \_\_\_\_\_

Do Not Recommend Approval: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Next Level Supervisor Signature

\_\_\_\_\_  
Date

**Appendix O2**  
**FACULTY DEVELOPMENT PLAN (FDP)**

**Vice President of Academic and Student Affairs**

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Vice President, Academic and Student Affairs Signature

\_\_\_\_\_  
Date

**APPENDIX O3  
FACULTY DEVELOPMENT PLAN (FDP) COMPLETION REPORT**

Name: \_\_\_\_\_

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

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

Expiration Date of Previous Plan: \_\_\_\_\_

**Information on Completed Activities – For each activity please identify the category in the FDP that the activity is included in: A. Teaching/Job Effectiveness, B. Professional Development/Scholarly Activity, or C. Service.**

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

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

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

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Activity:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX O3  
FACULTY DEVELOPMENT PLAN (FDP) COMPLETION REPORT**

Activity:

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

**Immediate Supervisor**

Recommend Approval: \_\_\_\_\_

Do Not Recommend Approval: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**Next Level Supervisor**

Recommend Approval: \_\_\_\_\_

Do Not Recommend Approval: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Next Level Supervisor Signature

\_\_\_\_\_  
Date

**Vice President of Academic and Student Affairs**

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Vice President, Academic and Student Affairs Signature

\_\_\_\_\_  
Date



**APPENDIX P  
INTELLECTUAL PROPERTY AGREEMENT**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Description of the Work Being Developed:

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Date of Delivery of the Completed Work: \_\_\_\_\_

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

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Compensation to the Faculty Member:

Total Compensation: \$ \_\_\_\_\_

\_\_\_\_\_ Hours of release time for \_\_\_\_\_ (Semester, e.g., Fall 2024)

(Attach a copy of approved release time form)

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

\_\_\_\_\_ Hours of overload for \_\_\_\_\_ (Semester, e.g., Fall 2024)

\_\_\_\_\_ Hours per week x \_\_\_\_\_ Weeks x \_\_\_\_\_ Overload Rate = \_\_\_\_\_ Compensation

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

(Attach copy of current Faculty Development Plan)

Other Compensation (Describe) \_\_\_\_\_

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

Video Studio Time \_\_\_\_\_

Printing Costs \_\_\_\_\_

Equipment Purchase \_\_\_\_\_

Materials Purchased \_\_\_\_\_

Other Costs \_\_\_\_\_

Estimated Total Cost to College \_\_\_\_\_

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

**APPENDIX P**  
**INTELLECTUAL PROPERTY AGREEMENT**

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

**Type of Material**

**Level of Control Agreed to by Faculty Member and College**

_____	Course Syllabus	_____
_____	Course Objectives	_____
_____	Course Content Outline	_____
_____	Course Schedule	_____
_____	Power Point Presentations	_____
_____	Digital Media	_____
_____	HTML Document (Web Pages)	_____
_____	Computer Programs	_____
_____	Course Handouts	_____
_____	Problem Sets	_____
_____	Problem Solutions	_____
_____	Sample Exams	_____
_____	Sample Exam Solutions	_____
_____	Workbooks	_____
_____	Course Reviews	_____
_____	Study Guide	_____
_____	Slides and Overheads	_____
_____	Photographs	_____
_____	Other (Describe)	_____
_____		_____
_____		_____

**C = Complete**

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

**N = None**

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

**J = Joint Use**

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

**NM = No Modification**

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

**F = Faculty**

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

**APPENDIX P  
INTELLECTUAL PROPERTY AGREEMENT**

**T = Termination**

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

**MC(#) = Marketing by College (#)**

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

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

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

**O = Other**

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other Agreements Regarding the Intellectual Property**

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

The faculty member shall consult with the Faculty Association prior to the signing of this contract.

(Faculty member Initials)

(PSCFA representative)

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Head**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dean**

\_\_\_\_\_  
**Date**

Approve \_\_\_\_\_

Not Approved \_\_\_\_\_

\_\_\_\_\_  
**Vice President of Academic and Student Affairs**

\_\_\_\_\_  
**Date**

**APPENDIX Q  
FACULTY PROMOTION CRITERIA**

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

**I. TEACHING/JOB EFFECTIVENESS** **MAXIMUM POINTS 55**  
**A. Instructional Faculty**

**1. Teaching/Job Effectiveness Indicators** **(35 of the 55 points)**

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

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

**2. Student Perceptions** **(20 of the 55 points)**

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

- a. Formal student perceptions, including computer printouts and/or written comments;
- b. Letters of appreciation;

**APPENDIX Q  
FACULTY PROMOTION CRITERIA**

- c. Teaching awards/nominations;
- d. Informal student perceptions.

**B. Library Faculty**

**1. Teaching/Job Effectiveness Indicators (35 of the 55 points)**

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

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

**2. Student and Patron Perceptions (20 of the 55 points)**

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

**C. Counseling Faculty**

**1. Teaching/Job Effectiveness Indicators (35 of the 55 points)**

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

- a. Exhibits sensitivity to the needs of students, including application of the appropriate counseling style/technique.

**APPENDIX Q**  
**FACULTY PROMOTION CRITERIA**

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

**2. Student Perceptions**

**(20 of 55 points)**

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

**II. Professional Development/Scholarly Activity**

**(10 to 35 points)**

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

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

**APPENDIX Q**  
**FACULTY PROMOTION CRITERIA**

- i. Membership and participation in professional organizations.
- j. Other appropriate professional growth activities.

**III. Service to the Department, College, Discipline or Community (10 to 35 points)**

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

- a. Membership and participation on departmental or college committees.
- b. Leadership position on departmental or college committees.
- c. Participation in the development of new programs, courses, and major curriculum projects beyond normal job requirements and expectations included in Teaching/Job Effectiveness category I.A.1.j. above.
- d. Coordination and/or presentation at college workshops, seminars, CEU programs, etc.
- e. Participation in recruitment activities significantly beyond the normal course of the job.
- f. Participation in departmental, college or in-field research activities.
- g. Major role in planning and implementing college events.
- h. Grant writing.
- i. Sponsorship of a student organization.
- j. Representing the College as a delegate to a state or national professional group or committee.
- k. Initiating or implementing departmental or college projects.
- l. Serving as a mentor to other faculty.
- m. Registering and advising students, when not part of the faculty member's discipline or the mission of the College.
- n. Volunteer work in the community that is related to the faculty member's discipline or the mission of the College.
- o. Membership and participation in community service organizations.
- p. Leadership position in professional organizations or community service organizations.

**APPENDIX Q**  
**FACULTY PROMOTION CRITERIA**

- q. Presentations to community groups and organizations.
- r. Judging community events relevant to the faculty member's discipline.
- s. Other appropriate service activities.



**APPENDIX R  
APPLICATION FOR PROMOTION  
Cover Page**

Name \_\_\_\_\_ Department \_\_\_\_\_

Date Joined College Full-Time \_\_\_\_\_

Year of Continuing Contract \_\_\_\_\_

Present Rank \_\_\_\_\_ Effective Date \_\_\_\_\_

Candidate for Promotion to Rank of \_\_\_\_\_

Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

I. Teaching/Job Effectiveness \_\_\_\_\_ 55 Points

II. Professional Development/Scholarly Activity: min. 10 – max. 35 Points

Candidate's choice for point value\* = \_\_\_\_\_

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

Candidate's choice for point value\* = \_\_\_\_\_

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

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

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

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

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

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

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

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

**APPENDIX S  
SUPERVISOR'S SCORING AND RECOMMENDATION**

Faculty Member \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

- I. Teaching/Job Effectiveness Indicators \_\_\_\_\_ (max 35)
- Student and/or Patron Perceptions \_\_\_\_\_ (max 20)
- Subtotal of points awarded by supervisor \_\_\_\_\_ (max 55)

Supervisor's explanation of points awarded in this section:

- II. Professional Development/Scholarly Activity

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

Supervisor's explanation of points awarded in this section:

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

Point value chosen for this section by the Candidate (from Appendix R) \_\_\_\_\_ Points awarded for this section by the supervisor \_\_\_\_\_

Supervisor's explanation of points awarded in this section:

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

**APPENDIX S  
SUPERVISOR'S SCORING AND RECOMMENDATION**

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

**Supervisor's Narrative Recommendation:**

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

**Next Level Supervisor's Recommendation**

\_\_\_\_\_ I agree \_\_\_\_\_ I disagree with the immediate supervisor's recommendation.

**Dean's Comments:**

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

**APPENDIX T  
VERIFICATION OF PROMOTION CONFERENCE**

As per section 17.07.C.5 of the Collective Bargaining Agreement, the faculty member and supervisor met on \_\_\_\_\_ and discussed the content and assessment of the faculty member's promotion package. At that conference, the faculty member was given copies of the following materials:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

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

**APPENDIX U1  
REQUESTING OR DECLINING A GUARANTEED SUMMER ASSIGNMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_

Instructional, Library, and Counseling Faculty Member Request (Due by 2/1)

<p>_____ Requests a guaranteed summer assignment for:  State any preferences below.</p>	<p>_____ Declines a guaranteed summer assignment.</p>
---	---

\_\_\_\_\_  
Instructional, Library, or Counseling Faculty Member

\_\_\_\_\_  
Date

---

Immediate Supervisor Response (Due by 2/8)

\_\_\_\_\_ Request Accepted as Submitted

Available Summer Assignment (List Below)

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

---

Faculty Member Response (Due by 2/15)

\_\_\_\_\_ Assignment Accepted

\_\_\_\_\_ Assignment Declined

\_\_\_\_\_  
Instructional, Library, or Counseling Faculty Member

\_\_\_\_\_  
Date

**APPENDIX U2  
REQUESTING OVERLOAD ASSIGNMENT  
OUTSIDE OF THE FACULTY MEMBER'S DEPARTMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

**APPENDIX V  
SABBATICAL LEAVE APPLICATION**

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

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

Date of Full-Time Employment at the College: \_\_\_\_\_

Date of Previous Sabbatical (If Any): \_\_\_\_\_

Length of Sabbatical Requested: \_\_\_\_\_ Full-Year \_\_\_\_\_ Half-Year \_\_\_\_\_ Semester

If Requesting a Half-year Sabbatical, please choose one of the following:

\_\_\_\_\_ Summer D session and Fall Semester \_\_\_\_\_ Spring Semester and Summer B session

If requesting a One Semester Sabbatical, please choose one of the following:

\_\_\_\_\_ Fall Semester \_\_\_\_\_ Spring Semester

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

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Dean

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

**If you are chosen for sabbatical leave, you will be required to sign a contract that specifies the required employment period following the return from the leave.**

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



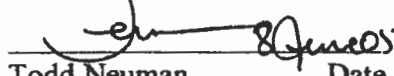



**APPENDIX W  
LETTERS OF AGREEMENT**

Music Ensemble Load Points

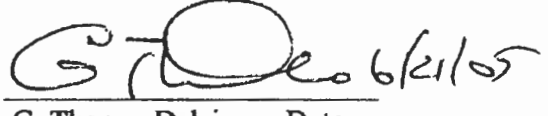
**LETTER OF AGREEMENT**

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

  
\_\_\_\_\_  
Todd Neuman                      Date  
Chief Negotiator, PJCFA

  
\_\_\_\_\_  
Susan Morgan                      Date  
President, PJCFA

  
\_\_\_\_\_  
Gerald McKenzie                      Date  
Chairman, PJCBOB

  
\_\_\_\_\_  
G. Thomas Delaino                      Date  
President, PJC

**APPENDIX X  
ACADEMIC CALENDAR**

Academic Calendar for Internal Use 2024-2025



## Student Academic Calendar 2024 – 2025

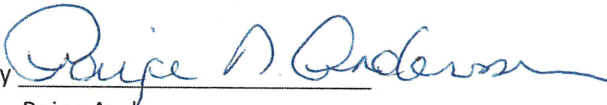
Academic Dates and Deadlines	Fall 2024 Term				Spring 2025 Term				Summer 2025 Term			
	Session A	Session B	Session C	Session D	Session A	Session B	Session C	Session D	Session A	Session B	Session C	Session D
	Aug 19 – Dec 13	Aug 19 – Oct 14	Sep 10 – Dec 13	Oct 15 – Dec 13	Jan 10 – May 9	Jan 10 – Mar 7	Feb 3 – May 9	Mar 10 – May 9	May 14 – Aug 7	May 14 – Jun 25	Jun 11 – Aug 7	Jun 26 – Aug 7
<b>Registration Begins</b>	Mar 4	Mar 4	Mar 4	Mar 4	Oct 14	Oct 14	Oct 14	Oct 14	Feb 10	Feb 10	Feb 10	Feb 10
<b>Tuition and Fees Open for Payment</b>	Jul 1				Nov 1				Apr 1			
<b>Deadlines to Pay Fees</b> See Details Below	Jul 29 Aug 12	Jul 29 Aug 12	Sept 3	Oct 8	Jan 3	Jan 3	Jan 24	Mar 3	May 12	May 12	Jun 5	Jun 19
<b>Classes Begin</b>	Aug 19	Aug 19	Sep 10	Oct 15	Jan 10	Jan 10	Feb 3	Mar 10	May 14	May 14	Jun 12	Jun 26
<b>Schedule Adjustment (Drop/Add) Period Ends</b>	Aug 23	Aug 20 Add Aug 23 Drop	Sep 13	Oct 16	Jan 16	Jan 13 Add Jan 16 Drop	Feb 6	Mar 11	May 15	May 15	Jun 13	Jun 27
<b>Midterm</b>	Oct 14	Sep 16	Oct 23	Nov 12	Mar 7	Feb 7	Mar 25	Apr 11	Jun 25	Jun 4	Jul 10	Jul 17
<b>Last Day to Withdraw</b>	Nov 5	Sep 26	Nov 13	Nov 22	Apr 7	Feb 19	Apr 14	Apr 23	Jul 14	Jun 12	Jul 22	Jul 25
<b>Final Exams</b>	See PSC web page for the final exam schedule <a href="http://www.pensacolastate.edu">www.pensacolastate.edu</a>				See PSC web page for the final exam schedule <a href="http://www.pensacolastate.edu">www.pensacolastate.edu</a>				Administered during the last regularly scheduled class period.			
<b>Last Day of Term</b>	Dec 13	Oct 14	Dec 13	Dec 13	May 9	Mar 7	May 9	May 9	Aug 7	Jun 25	Aug 7	Aug 7
<b>Commencement Ceremony</b>	Fall Commencement Ceremony Friday, December 13, 2024 5:00 p.m.				Spring Commencement Ceremony Friday, May 9, 2025 5:00 p.m.				There is no Summer Commencement Ceremony. Summer graduates are invited to attend the Spring or Fall Commencement Ceremony.			
<b>HOLIDAYS (College Closed)</b>	<ul style="list-style-type: none"> <li>Labor Day: Monday, September 2</li> <li>Veterans Day: Monday, November 11</li> <li>Fall Break: Wednesday, November 27 – Sunday, December 1</li> <li>Winter Break: Thursday, December 19 – Wednesday, January 1</li> </ul>				<ul style="list-style-type: none"> <li>Martin Luther King Jr. Day: Monday, January 20</li> <li>Spring Break: Monday, March 17 – Sunday, March 23</li> </ul>				<ul style="list-style-type: none"> <li>Memorial Day: Monday, May 26</li> <li>Independence Day: Friday, July 4</li> </ul>			

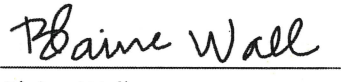
Fee Payment Details: The Fall term has two fee payment deadlines. Registrations processed after the second fee payment deadline must be paid on the day of registration. The College will be open until 6 pm on the last fee payment deadline day. Payment can also be made by logging onto Workday and accessing the Finances application. Pensacola State College reserves the right to change the academic calendar as necessary.

**RATIFICATION CERTIFICATE**

This is to certify that this Agreement was ratified on August 15, 2024, by the members of the bargaining unit described in Article 1.

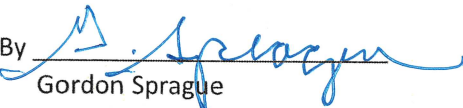
PENSACOLA STATE COLLEGE FACULTY ASSOCIATION  
UFF-FEA-NEA


By   
Paige Anderson  
Chief Negotiator, PSCFA

By   
Blaine Wall  
President, PSCFA

This is to certify that this Agreement was ratified on August 20, 2024, by the District Board of Trustees of Pensacola State College, Public Employer.

DISTRICT BOARD OF TRUSTEES  
OF PENSACOLA STATE COLLEGE

By   
Gordon Sprague  
Chair, District Board of Trustees

By   
Edward Meadows  
President, Pensacola State College