



**FLORIDA SOUTHWESTERN STATE COLLEGE  
COLLECTIVE NEGOTIATIONS AGREEMENT**

**between**

**FLORIDA SOUTHWESTERN STATE COLLEGE  
Board of Trustees Public Employer**

**and**

**FLORIDA SOUTHWESTERN STATE COLLEGE  
Faculty Federation**

**July 1, 2025 - June 30, 2028**

## Contents

|   |    |
|---|----|
| <i>PREAMBLE</i> .....   | 7  |
| <i>ARTICLE 1 – RECOGNITION</i> .....                                | 7  |
| <i>ARTICLE 2 – DEFINITIONS</i> .....                                | 7  |
| <i>ARTICLE 3 - GENERAL PROVISIONS</i> .....                         | 10 |
| 3.1 Controlling Clause .....  | 10 |
| 3.2 No Strike and No Lockout .....                                  | 10 |
| 3.3 Non-Assignment .....  | 11 |
| 3.4 Severability .....  | 11 |
| 3.5 Totality of Entire Agreement .....                              | 11 |
| 3.6 Waiver .....  | 11 |
| 3.7 Voluntary Communications .....                                  | 11 |
| 3.8 Non-Discrimination .....  | 11 |
| 3.9 Copy of Agreement .....   | 12 |
| 3.10 Memorandum of Understanding (MOU)/Settlements .....            | 12 |
| <i>ARTICLE 4 - SHARED GOVERNANCE</i> .....                          | 12 |
| 4.1 Intent .....  | 12 |
| 4.2 Faculty Role in Shared Governance .....                         | 12 |
| 4.3 Standing Committees .....                                       | 12 |
| 4.4 Faculty Appointment to Committees.....                          | 13 |
| <i>ARTICLE 5 - UNION RIGHTS</i> .....                               | 13 |
| 5.1 Use of Facilities, Equipment, Etc. ....                         | 13 |
| 5.2 Consultation between College President and Union President..... | 14 |
| 5.3 Access to Information .....                                     | 14 |
| <i>ARTICLE 6 - FACULTY RIGHTS</i> .....                             | 14 |
| 6.1 Academic Freedom.....   | 14 |
| 6.2 Union Representation (Weingarten Rights).....                   | 14 |
| 6.3 Intellectual Property Rights .....                              | 15 |
| 6.4 Selection of New Faculty.....                                   | 15 |
| 6.5 Attendance at Union Meetings .....                              | 16 |
| 6.6 Faculty Appearance before the Board of Trustees.....            | 16 |
| <i>ARTICLE 7 - MANAGEMENT RIGHTS</i> .....                          | 17 |

**ARTICLE 8 - FACULTY WORKING CONDITIONS .....17**

8.1 Teaching Faculty Primary Responsibilities .....17

8.1.1 Online Course Development.....17

8.1.2 Contract Length .....19

8.1.3 Office Hours.....20

8.1.4 Teaching Workloads .....20

8.1.5 Overloads .....21

8.1.6 Scheduling.....21

8.2 Library Faculty Primary Responsibilities.....22

8.3 Counselor Faculty Primary Responsibilities.....24

8.4 Textbook Selection .....24

8.5 Primary Position Assignment.....25

8.6 New Faculty Seminar .....26

8.7 Safety .....27

8.8 Salary Payment Schedule .....27

8.9 Leaves of Absence .....27

8.10 Faculty Offices.....28

8.11 Reassigned Time: Research .....28

8.11.1 Applications .....28

8.11.2 Renewal.....29

8.11.3 External Grants Requiring Funding .....29

8.11.4 Conditions .....29

**ARTICLE 9 - FACULTY EVALUATION .....29**

9.1 Introduction and Purpose.....29

9.2 Components of the Plan (refer to 9.2.1, 9.2.2, and 9.2.3) .....30

9.2.1 Teaching and Instruction.....30

9.2.2 Professional Development and Scholarship .....31

9.2.3 Service to the College, Profession, or Community .....31

9.2.4 Sources of Data.....31

9.3 Faculty Evaluation Procedure (refer to 9.3.1 and 9.3.2).....31

9.3.1 Faculty Self-Assessment and Goals .....31

9.3.2 Declaration of Weights (all faculty).....32

9.3.3 Pre-Evaluation Conference (optional for continuing contract faculty).....32

9.3.4 Observation.....32

|   |  |           |
|---|--|-----------|
| 9.3.5   | Student Opinion Surveys.....   | 32        |
| 9.3.6   | Academic Dean/Supervising Administrator’s Evaluation .....                                   | 33        |
| 9.3.7   | Post-Evaluation Conference .....   | 33        |
| 9.3.8   | Faculty Response (optional).....   | 33        |
| 9.3.9   | Appeal of an Evaluation .....  | 33        |
| 9.3.10  | Other Documentation .....  | 34        |
| 9.3.11  | After Review and Signature .....   | 34        |
| 9.3.12  | Rating Less Than Satisfactory.....   | 34        |
| 9.3.13  | Written Response .....   | 34        |
| 9.4   | Portfolio Comprehensive Evaluation.....  | 34        |
| 9.5   | Standard of Performance Rating Scale.....  | 35        |
| <b>ARTICLE 10 - FACULTY CONTRACTS AND CONTINUING CONTRACT .....</b> |  | <b>36</b> |
| 10.1  | Annual Contract.....   | 36        |
| 10.2  | Continuing Contract .....  | 36        |
| 10.2.1  | Applying for Continuing Contract .....   | 36        |
| 10.2.2  | Eligibility.....   | 36        |
| 10.2.3  | Requirements and Criteria for Appointment.....   | 37        |
| 10.2.4  | Sources of Evaluative Data.....  | 37        |
| 10.2.5  | Continuing Contract Review Committee and Procedure for Granting of Continuing Contract ..... | 37        |
| 10.2.6  | Contract Review Subcommittees .....  | 38        |
| 10.2.7  | Recommendation to the President .....  | 39        |
| 10.2.8  | Notification of Decision.....  | 39        |
| 10.2.9  | Appeal Process.....  | 39        |
| 10.2.9.1  | Recommendation of the President to the Board of Trustees .....                               | 39        |
| 10.3  | Evaluation after Receipt of Continuing Contract .....  | 40        |
| 10.4  | Failure to Meet Post Award Performance Criteria – Return to Annual Contract .....            | 40        |
| 10.5  | Failure to Meet Post Award Performance Criteria after Return to Annual Contract .....        | 41        |
| <b>ARTICLE 11 – SABBATICAL.....</b>                                 |  | <b>41</b> |
| 11.1  | Purpose.....   | 41        |
| 11.2  | Eligibility.....   | 41        |
| 11.3  | Ranking and Selection Criteria.....  | 41        |
| 11.4  | Retention of Position .....  | 42        |
| 11.5  | Salary and Benefits .....  | 42        |
| 11.6  | Conditions .....   | 42        |

|  |   |           |
|--|---|-----------|
| 11.7   | Procedure.....  | 43        |
| 11.8   | Sabbatical Committee.....   | 43        |
| <i>ARTICLE 12 - REDUCTION IN FORCE.....</i>                  |   | <i>44</i> |
| 12.1   | Reduction/Reassignment of Faculty.....  | 44        |
| 12.2   | Layoff Considerations.....  | 45        |
| 12.3   | Recall.....   | 45        |
| <i>ARTICLE 13 - GRIEVANCE PROCEDURE .....</i>                |   | <i>46</i> |
| 13.1   | Self-Representation .....   | 46        |
| 13.2   | Representation by the Union in the Pre-Grievance Informal Discussions .....     | 46        |
| 13.3   | Representation by the Union in the Formal Steps of the Grievance Procedure..... | 47        |
| 13.4   | Consistency .....   | 47        |
| 13.5   | Investigation or Processing of Grievance during Working Hours.....              | 47        |
| 13.6   | Filing.....   | 47        |
| 13.7   | Time Limits.....  | 47        |
| 13.8   | Election of Remedies .....  | 48        |
| 13.9   | Pre-Grievance Informal Discussion.....  | 48        |
| 13.10  | Formal Grievance Process.....   | 48        |
| 13.11  | Selection of the Arbitrator .....   | 49        |
| 13.12  | Authority of the Arbitrator .....   | 49        |
| 13.13  | Conduct of the Hearing .....  | 50        |
| 13.14  | Disposition.....  | 50        |
| 13.15  | Files.....  | 50        |
| 13.16  | Processing.....   | 50        |
| 13.17  | Costs of Arbitration.....   | 50        |
| <i>ARTICLE 14 - SALARY AND FRINGE BENEFITS.....</i>          |   | <i>50</i> |
| 14.1   | Salary .....  | 51        |
| 14.2   | Tuition Scholarships & Tuition Reimbursement.....                               | 51        |
| 14.3   | Terminal Pay .....  | 51        |
| <i>ARTICLE 15 – DISCIPLINARY ACTIONS AND PROCEDURES.....</i> |   | <i>51</i> |
| 15.1   | Disciplinary Actions .....  | 51        |
| 15.2   | Disciplinary Procedure .....  | 52        |
| 15.3   | Other Provisions.....   | 52        |
| <i>ARTICLE 16 – RENEWAL AND TERMINATION.....</i>             |   | <i>53</i> |
| <i>SIGNATURE PAGE.....</i>                                   |   | <i>54</i> |

**APPENDIX A - WAGE.....55**

**APPENDIX B – FACULTY EVALUATION .....58**

**Faculty Self-Evaluation (Form #1) .....58**

**Faculty Goal Setting and Weights (Form #3).....59**

**Supervisor Evaluation (Form #2) .....60**

**Student Opinion Survey .....61**

**Performance Improvement Plan – (Form #4).....63**

**APPENDIX D – Department Chairs & Coordinators .....65**

**Section 1 Department Chairs.....65**

**Section 2 Election of Department Chairs.....65**

**Section 3 Temporary/Extended Vacancy of Department Chair .....65**

**Section 4 Evaluation of Department Chair.....66**

**Section 5 Reassigned Time and Stipend .....66**

**Section 6 Summer Assignments .....66**

**Section 7 Coordinators.....67**

## ***PREAMBLE***

The College Board of Trustees and the Florida SouthWestern State College Faculty Federation recognize the College's mission to provide the highest quality educational services to the community served, and acknowledge their responsibility and contribution toward this objective. They pledge themselves to an institution that is staffed by qualified faculty and they each agree to make every effort to maintain a high level of professional standards of knowledge, integrity, dedication, and academic excellence.

The parties agree that FSW is one College and is considered one employer. All terms, conditions, and provisions of the Agreement are to be applied College-wide, unless expressly provided otherwise.

It is the intent of the parties hereto that this Agreement shall assure a collegial working relationship between the College and the Union, provide an orderly means for resolving conflicts and misunderstandings that may arise between the parties hereto, and to establish wages, hours, and other terms and conditions of employment. Our relationship is characterized by a spirit of professionalism, collegiality, civility, and cooperation toward a common objective of providing an exceptional educational experience for the College's students.

It is desirable that a collegial system of shared governance be maintained and strengthened throughout the College so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations as appropriate.

In recognition of the importance of the collegial system of governance described herein, the President or President's representatives shall confer regularly with representatives from the Faculty Senate.

This Preamble is a statement of intent and policy, and is, therefore, not subject to Article 13 - Grievance Procedure.

## ***ARTICLE 1 – RECOGNITION***

The Board recognizes the Union as the exclusive bargaining agent for all full-time personnel on the faculty salary schedule to include the following: instructional faculty, counselors, and library faculty, all of whom shall be hereinafter collectively referred to as faculty unless otherwise specified.

Recognition of the Union shall continue as long as the Union remains the certified bargaining agent for the Faculty.

## ***ARTICLE 2 – DEFINITIONS***

Whenever used in this Agreement, the terms defined in this Section have the meaning or reference indicated:

1. **Administrator, Administrative Official** – an employee so designated by the Board whose duties include but are not limited to supervising and evaluating employees, recommending the employment/termination of other employees, managing College resources and facilities.
2. **Administration** – the group of employees designated by the Board as administrators.
3. **Agreement** – the contract between the Board and FSWFF.
4. **Aggrieved Person(s)** – an individual member of the bargaining unit, a group of members of the bargaining unit, or the FSWFF chapter.
5. **Board** – the District Board of Trustees of Florida SouthWestern State College.
6. **Business Day** – those days on which the College’s administrative offices are open.
7. **College** – Florida SouthWestern State College.
8. **College President** – The President of Florida SouthWestern State College as designated by the Board.
9. **Contact Hour** – Fifty (50) minutes.
10. **Course Reassigned Time** – One course reassigned time is equal to three (3) instructional hours.
11. **Continuing Contract** - Faculty members awarded a continuing contract, are entitled to continue employment at the College without annual nomination or reappointment until such time as the faculty member resigns or the faculty member’s contractual status is changed pursuant to Florida Administrative Code, State Board of Education Rule 6A-14.0411.
12. **Faculty Classification**
  - A. **Full-Time Faculty**
    - i. **Instructional** – faculty members whose primary responsibility is teaching.
    - ii. **Librarians** – faculty members whose primary responsibility lies within the Library or related area.
    - iii. **Counselors** – faculty members whose primary responsibility is counseling.
  - B. **Full-Time Temporary Faculty** – full-time faculty, not hired for continuing contract. Faculty members may be awarded multiple year contracts, annual contracts, or contracts of less than one (1) year. No multiple or consecutive year contracts (not



eligible for continuing contract) may be established for more than three (3) years with an individual.

13. **Financial Exigency** – a condition of projected deficit in the College’s operating budget of such magnitude that reduction in faculty is necessary.
14. **Grievance** – a written, filed claim alleging a violation of a specific term or provision of this Agreement.
15. **Grievant (s)** – See Aggrieved Person(s)
16. **Individualized Study** – study that leads to completion of a college course and the receipt of academic credit. The content of the learning experience is completed under the direction of a professor assigned to work with the student independently of the normal class schedule.
17. **Instructional Hour** - An instructional hour is a calculation which is derived from credit hours and/or contact hours for a course. For purposes of calculation of instructional hours, the following will be used:
  - A. **Lecture Hours** - One instructional hour equals one lecture hour.
  - B. **Applied music lessons** - One instructional hour equals one and one-half hours of private lessons.
  - C. **Labs or combined classes** - One instructional hour equals one lab hour, i.e. Art, Astronomy, Interdisciplinary Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Physics, and Geology (professor always present).
18. **Instructional Load** - Faculty members are responsible for a minimum of thirty (30) instructional hours per nine-month contract period. The faculty member will normally be assigned a load of fifteen (15) instructional hours as a base load for each of the two semesters of the contract year.
19. **Instructional Overload** – Instructional overload for a teaching faculty member is defined as instructional hours carried by the faculty member in excess of the normal teaching workload specified in Section 8.1.2 C. of this Agreement as follows: Faculty members are responsible for a minimum of thirty (30) instructional hours per nine-month contract period. The faculty member will normally be assigned a load of fifteen (15) instructional hours as a base load for each of the two semesters of the contract year.
20. **Departmental Course** – a course that the College has purchased for redistribution.
21. **Program Reduction** – the elimination or merger of degree programs, departments of instruction, or schools, which is a function of the College in its regular review of enrollments, departments and programs, resource allocation and strategic planning.
22. **Vice President of Academic Affairs** – The chief administrator responsible for the academic affairs division.

23. **Reassigned Time** – time reassigned from instructional load. One (1) hour reassigned time equals one (1) contact hour.
24. **Reduction in Force/Layoff** – an involuntary separation of an employee from service due to a financial exigency, lack of work, organizational changes, declining student enrollment, or other reasons of necessity which require a reduction in faculty.
25. **Respondent** – for purposes of a grievance, the College (represented by the Director of Human Resources), or the appropriate Administrative official.
26. **Sabbatical** - is an extended professional leave during which time a faculty member is relieved of regular job duties to pursue professional development.
27. **Seniority** – Relative position within the faculty bargaining unit determined by total number of years of consecutive service as a full-time faculty member at Florida SouthWestern State College.
28. **Supervising Administrator** – Administrator with direct supervisory responsibility over a full-time faculty member. Examples may be: Vice President, Vice President of Academic Affairs, Associate Vice President, or Dean.
29. **Union** – Florida SouthWestern State College Faculty Federation.
30. **Union President** – The President of Florida SouthWestern State College Faculty Federation as elected by the faculty.
31. **Working Day** – for purposes of a grievance, except where otherwise indicated, any day (Monday through Friday) when the College is officially open for business.

### ***ARTICLE 3 - GENERAL PROVISIONS***

#### **3.1 Controlling Clause**

This agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become the official policy of the parties. Any conflict between the provisions of this Agreement and any College policies shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including the Florida Administrative Code, shall be resolved as stated in paragraph 3.4 Severability.

#### **3.2 No Strike and No Lockout**

A. The Union, its officers, agents, members, and the faculty members covered by this Agreement all agree that they will not commit, condone, aid, or abet any act that interferes with the College's operations or the performance of the College's official business, including but not limited to strike, sit-down, slow down, sympathy strike, picketing, employee demonstrations, stoppage of work, or boycott. Such groups and persons further agree that they will, individually and collectively, take all affirmative action within their power to prevent and stop any act that occurs in

disregard of this commitment.

- B. The Board agrees that it will not cause a lockout of bargaining unit members during the life of this Agreement. It is understood and agreed that lockout means a voluntary, complete cessation of College operations for the sole purpose of bringing economic hardship to bear on the members of the bargaining unit.

### **3.3 Non-Assignment**

The rights, duties, and obligations of the College and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party.

### **3.4 Severability**

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

### **3.5 Totality of Entire Agreement**

The parties agree that during the negotiations which resulted in the Agreement, both parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole Agreement between the parties for its duration. This Agreement may not be altered, changed, or modified except by or with the written consent of the parties and approved by appropriate action by the Union and the College.

During the term of this Agreement, the College and FSW agree that neither party shall be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the College seeks to change a term or condition of employment for faculty, the College shall be obligated to bargain the impact of such change.

### **3.6 Waiver**

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

### **3.7 Voluntary Communications**

Voluntary communications between the parties shall not be considered a substitute for the collective bargaining process.

### **3.8 Non-Discrimination**

The Union and the Board agree that they shall abide by all federal and state laws concerning discrimination based on such factors as race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information, or veteran's status. Neither the Board nor the Union shall discriminate against any faculty member for membership or non-membership in the Union.

### **3.9 Copy of Agreement**

Once the Collective Negotiations Agreement has been approved by all parties, the College will ensure that an electronic copy is posted in order to allow for access for all members.

### **3.10 Memorandum of Understanding (MOU)/Settlements**

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions set forth in this Agreement must be clarified or amended. Under such circumstances, FSWFF is specifically authorized by faculty members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having it ratified by bargaining unit members.

## ***ARTICLE 4 - SHARED GOVERNANCE***

### **4.1 Intent**

Florida SouthWestern State College Administration and Faculty support the concept of shared governance. The concept of shared governance shall not be the subject of a grievance. The faculty are responsible for the teaching, research, and scholarly activities of the College. The faculty share in the governance of the College through the Faculty Senate by recommending policies and procedures related to academic matters, thus creating a culture of collegiality with the Administration to further the educational mission of the College. Wages, hours, and other terms and conditions of employment will be the purview of the Union.

### **4.2 Faculty Role in Shared Governance**

The faculty role in shared governance is carried out through a cooperative effort with the Administration, the Faculty Senate, and the Union. The Union, through the collective bargaining agreement, sets policies related to terms and conditions of employment. The Faculty Senate, through standing committees, discusses and makes recommendations to the Administration in all academic areas, including, but not limited to the following:

- Curriculum
- Degree and certificate requirements
- Grading policies
- Educational program development
- Standards or policies regarding student preparation or success
- Faculty role in College governance structures
- Faculty role in accreditation processes
- Policies regarding faculty professional development activities
- Processes for program review
- Academic technology and online learning

### **4.3 Standing Committees**

The College will maintain the following standing committees consisting of faculty and representatives from the administration, and staff as appropriate to review and/or prepare recommendations for the Vice President of Academic Affairs. At the beginning of each academic year, all standing committees will review and refresh their responsibilities. All

faculty members shall be voting members.:

- Academic Standards Committee
- Academic Technology Committee
- Curriculum Committee
- General Education Advisory Council
- Learning Assessment Committee
- Professional Development Committee

Committee membership will reflect representation from all schools and the library. Faculty will chair no more than one standing committee. The Faculty Senate President will not serve as a chair of a standing committee interim or otherwise.

#### **4.4 Faculty Appointment to Committees**

**Committee Chairs** – A standing committee chair will be elected by the majority vote of each standing committee. Preferably the chair will be a continuing contract faculty, and must be approved by the Vice President of Academic Affairs. The job duties shall conform to the list of duties as defined in Academic Policies and Procedures. The Chair will be granted a two (2) year term. A Standing Committee Chair may be re-elected for more than one two-year term by a majority vote of the committee and approval of the Vice President of Academic Affairs

## ***ARTICLE 5 - UNION RIGHTS***

### **5.1 Use of Facilities, Equipment, Etc.**

- A. Faculty offices and other work areas may not be used for Union meetings or Union business when students are present. For purposes of the regular monthly Union meetings, the Union shall file for a meeting time that is incorporated into the College's annual schedule for faculty meetings.
- B. The Union shall have the right to use College facilities and equipment at a reasonable time when such equipment is not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment which will include completing the necessary College forms. The Union shall reimburse the College for the actual cost of all materials and supplies used.
- C. The Union shall have the right to use the internal College mail and/or email service to communicate with members of the bargaining unit at no cost to the Union. The Union may also establish an E-Group on the FSW Portal as long as copies of all communications thus distributed are supplied to the College President or designee(s).
- D. The Union agrees that all posted materials and materials placed in faculty mailboxes or emails will be confined to official Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, Union news. Such postings and distribution must have Union approval as indicated by the signature of the Union President or designee on the materials posted and/or distributed. The College reserves the right to remove from the mailboxes any material which does not conform to these provisions or which is controversial or potentially disruptive.

### **5.2 Consultation between College President and Union President**

The Union President and the College President will meet at least twice a year to discuss matters contained in the Collective Negotiations Agreement at a time convenient to both parties. The Union shall provide an agenda in advance to the College President. These consultations shall not be used to negotiate new terms of employment or to engage in collective bargaining.

### **5.3 Access to Information**

In accordance with Chapter §119, upon written request to the administrator having custody of the public records being sought, public records will be made available to the Union for inspection within two (2) working days of receipt of written request and during duty days and duty hours of the office maintaining the record. Should the Union submit a written request for a copy or copies of such public records, the Union will be charged for the actual costs per page, such copies to be provided to the Union within two

(2) working days of receipt of the written request; the actual costs per copy will be determined by the custodian of the records. When it is not possible to produce the required record within the timelines noted above, the administrator having custody of the public record will notify the Union of the need for a reasonable extension and anticipated date when the records will be presented.

## ***ARTICLE 6 - FACULTY RIGHTS***

### **6.1 Academic Freedom**

The faculty and the Board of Trustees at Florida SouthWestern State College recognize that the attainment of the objective of the College is dependent upon a prevailing atmosphere of academic freedom and civil discourse, which are essential to both teaching and research. Members of the faculty are entitled to academic freedom as defined by the following principles:

- A. A faculty member is entitled to full freedom of inquiry and of communications, and must be free of any arbitrary limitations on the study, presentation, interpretation, or communication of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.
- B. A faculty member has the right and responsibility to recommend teaching materials, but has the duty to choose materials that are among the best available, germane to the subject and relevant to the purpose of the course.
- C. Faculty are private citizens, members of a learned profession, and respected employees of an educational institution. When they speak or write as private citizens, they shall be free from institutional censorship or discipline. As scholars and educational officers, they shall remember that the public may judge their profession and their institution by their utterances.
- D. A faculty member also has an obligation to uphold the search for truth and the dissemination of knowledge which are important for the maintenance of a free society.

### **6.2 Union Representation (Weingarten Rights)**

A faculty member who is a member of the Union and who has the reasonable expectation that disciplinary action may result from a meeting with an administrator has the right to Union

representation during the meeting.

### **6.3 Intellectual Property Rights**

In accordance with Florida SouthWestern State College Board of Trustees policy 6Hx6:2:02 the Administration and the Board of Trustees encourages the faculty to develop and produce educational work products which can be copyrighted.

- A. All work products subject to copyright produced by faculty utilizing College facilities and equipment shall be the property of Florida SouthWestern State College.
- B. Should a faculty member develop a work product as a result of his/her individual initiative, without the use of Florida SouthWestern State College's facilities and/or equipment ownership shall reside with the individual faculty member.
- C. The College Board of Trustees shall consider the relative contribution by faculty in the development of such work products, and may enter into binding agreements with faculty which shall establish the percentage of ownership of such copyrights, and each party's respective rights and obligations.
- D. As the College support for and encouragement of research grows, so must the discussion of property rights expand.

### **6.4 Selection of New Faculty**

- A. The College recognizes the importance of conferring with faculty in the hiring of new full-time continuing contract faculty members. Therefore, each applicant for a regular full-time, continuing contract faculty position will be required to follow the College's approved hiring procedures which include an evaluation and recommendation by a screening committee as set forth in this section. The faculty and administration jointly seek broad involvement in hiring for new positions.
- B. For an instructional or library faculty member, the respective departments shall elect members to serve on the screening committee. The Dean will initiate the formation of the screening committee by issuing a request for volunteers from the department.
  - i. The screening committee will, when possible, include at least three faculty members with the majority being on continuing contract from the specific discipline of the position.
  - ii. The Department Chair is given priority to act as the chair of the screening committee. If the Department Chair declines to serve as the screening committee chair, then the faculty screening committee member with the most years of service to the College will be given the option to serve as the screening committee chair. After all faculty screening committee members (in order of years of service to the College) have been given the opportunity to chair the screening committee an administrator may serve as chair.
  - iii. If sufficient numbers of faculty are not available from the appropriate discipline and school, faculty members from another closely-related discipline shall be included, as needed.
  - iv. Temporary full-time faculty, whether grant funded or not, shall not serve on a screening

committee.

- C. The Dean, in collaboration with the screening committee, will make the hiring recommendation to the Vice President of Academic Affairs.
- D. All faculty positions shall be advertised for a minimum of ten (10) business days.

### **6.5 Attendance at Union Meetings**

In accordance with Florida Statute §447.509, no faculty member shall miss any class or fail to perform any official duty to attend a Union meeting or attend to Union business except as noted in this section.

- A. The College shall not grant temporary duty assignment for a faculty member to attend Union affiliate meetings or to participate in any Union activities. Neither will the College bear any expense for faculty attendance at such meetings or participation in such activities.
- B. Any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member shall be required to obtain the written approval of the appropriate supervisor for a leave of absence without pay.
- C. As an exception to Section B. above, any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member may utilize a maximum of two (2) days personal leave per fiscal year, chargeable to accumulated sick leave. Such absence must have prior approval of the immediate supervisor and provisions must be made for appropriate coverage of the faculty member's duties and responsibilities during the intended absence.

### **6.6 Faculty Appearance before the Board of Trustees**

Any faculty member may submit to the College President in writing an item to be placed on the agenda of the Board of Trustees meeting for the purpose of expressing personal or collective faculty viewpoints provided:

- A. The written request is received by the Office of the College President at least ten (10) working days prior to the scheduled Board meeting;
- B. The written request specifies the subject to be discussed;
- C. The subject to be discussed is not a proper subject for collective negotiations;
- D. The subject to be discussed is not subject to the Grievance Procedure, as described in Article 13.

The maximum time allowed for presentation of views on any one subject shall be two (2) minutes. The time limit for the discussion of any one item may be extended by the Board.

However, the number of subjects to be discussed shall not preclude the expeditious consideration of other items on the agenda by the Board.



## ***ARTICLE 7 - MANAGEMENT RIGHTS***

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Chapter §447.209, Florida Statutes, or other applicable Florida and federal statutes, and State Board of Education Rules.

## ***ARTICLE 8 - FACULTY WORKING CONDITIONS***

### **8.1 Teaching Faculty Primary Responsibilities**

- A. The professional obligations of instructional faculty are a full-time responsibility comprised of teaching, office hours, and other professional assignments as described in the Board approved job description.
- B. Faculty members shall be responsible for preparing and submitting syllabi to the Academic Dean/Supervising Administrator in a timely manner, preparing for classes, grading assignments and assessments, maintaining records, evaluating textbooks, updating curriculum, assessing course Learning Outcomes, and remaining current with academic technology, including proficiency in the Learning Management System (LMS).
- C. Faculty members teaching asynchronous online courses, whether newly developed or existing, shall ensure their courses meet FSW internal standards as documented in College Operating Procedures. Any online course not meeting these standards must complete an internal review by the end of the semester in which the deficiency is identified. Courses failing to meet internal standards shall not be offered in subsequent terms without approval from the Academic Dean.

#### **8.1.1 Online Course Development**

##### **A. Selection of Faculty for Departmental Course**

- 1. The faculty, the department chair, and the dean/supervisor will work with FSW online to select courses to be delivered in an online format.
- 2. Any online Departmental Course for which the faculty developer is compensated by the college will belong to the college. The intellectual property rights and ownership of the course remain with the college. The course will be taught by multiple instructors and offered on a regular basis.

##### **B. Departmental Course Development**

- 1. Once a course has been selected for online development, redevelopment, or redesign, FSW online will send out a notice to all faculty in the department notifying them of the need for a faculty developer.
- 2. Interested faculty will fill out an application for faculty developer and submit to the Academic Dean/Supervising Administrator for approval.
- 3. The development of a Departmental course can be done by a single faculty member or a team consisting of no more than three (3) members. In a team of faculty developers, one will serve as the primary contact for the team.
- 4. The selection of the faculty developer will be based on training (completing DEV 101), experience, and interest. Faculty may begin

course development while simultaneously completing DEV 101 with certification required before completing the course development.

### **C. Responsibilities of the Faculty Developer for a Departmental Course**

1. The Faculty Developer agrees to maintain the course each semester that it is taught by updating material, checking accuracy and relevance of links, and adding or revising information to keep the course current with developments in the academic field for a period of five (5) years.
2. After five (5) years, the course will be reviewed as part of the Online Course Quality Review Cycle as outlined in the Online Course Quality Assurance Plan (OCQAP).
  - a. When a course is due for review, FSW Online will contact the faculty course developer and work with the stakeholders identified in the OCQAP to coordinate the review. At the conclusion of the review, if a course redesign is needed the development process will start all over again.
  - b. Courses may be prioritized for earlier review if there are significant changes to the course design. These may include, but are not limited to:
    - i. Module learning outcomes have changed.
    - ii. More than 20% of the course as a whole has changed.
    - iii. Instructional materials are converted to Open Educational Resources (OER).
    - iv. New textbook adoptions (textbook edition updates typically do not result in a significant change to course design and can be made without a full review.)
3. If the original developer retires or resigns from FSW, and course maintenance is required, a request will go out to the department for a faculty member to maintain the course for the remainder of the contract.
4. The faculty developer agrees to create a course that will pass FSW internal standards review at least 30 days prior to the first day of class instruction. Courses not meeting internal review by this deadline will be removed from the schedule unless an extension, which shall not exceed one academic year, is granted by the Academic Dean/Supervising Administrator.
5. The faculty developer agrees to adhere to all FSW Internal Quality Matters standards or regulating authorities such as the state and federal government. Examples include, but are not limited to, copyright law and Section 508 of the Federal Americans with Disabilities Act.
6. If the course does not pass the FSW Internal Quality Matters Review, the faculty developer will review the recommendations and will complete the recommended enhancements so the course will receive a QM certificate.
7. The faculty developer is the content provider and subject matter expert and agrees to be responsible for developing the content for the course.
8. An instructional designer will be assigned from the department of Online eLearning Technologies, and will provide and training, technical guidance, and consultation that is needed to complete development of the course.
9. If FSW Internal QM Review determine the course does not meet the minimum requirements for a QM certification, the college will so advise the faculty developer and give the developer thirty (30) additional days to improve the

course and submit for QM certification.

**D. Responsibilities of the Faculty Developer for an Individual Course**

1. A faculty member may develop a course without compensation. The course belongs to the faculty member and is not to be shared, although the faculty member has the right to share the course with colleagues if he or she desires.
2. The faculty member who wishes to develop a course without compensation must apply to the Academic Dean/Supervising Administrator for approval based on factors that include the faculty member's completion of DEV 101 and online teaching experience.
3. If the faculty member needs technological assistance, he/she may create a help ticket, and if possible, an instructional designer will be assigned to help with a specific issue.
4. Once the course is completed, it will be reviewed by the FSW Online team using the FSW Internal QM rubric.
5. If the course passes the review, it is eligible to be put on the schedule as deemed appropriate by the Academic Dean/Supervising Administrator, but will not be used by anyone other than the original developer without their express written permission.
6. All Individual Courses may be submitted for an official QM Certification with permission of the Vice President of Academic Affairs.

**E. Retroactive Course**

1. Per departmental need, a course that has been previously developed as an Individual Course, with original faculty developer permission, may be converted to a Departmental Course if it is up to date and QM certified.

**F. Online Course Design Reviews**

1. FSW Online Internal and official QM course reviews will be completed by individuals that are certified QM Master or Peer Reviewers.

**8.1.2 Contract Length**

- A. The basic contract for teaching faculty employment will be one-hundred sixty-six (166) duty days, each such individual contract period to cover Fall and Spring semesters. A teaching contract of an alternative schedule (e.g. Fall/Summer or Spring/Summer) format from that specified in this section may be offered at the option of the College to a faculty member in terms of specific program needs, and accepted at the discretion of the faculty member. Faculty hired under an alternative schedule (e.g. Fall/Summer or Spring/Summer) format do not have the discretion to change those conditions of employment. The Academic Dean/Supervising Administrator and faculty member will agree to the 166-duty day schedule for faculty hired under an alternative schedule.
- B. Because of the unique nature of certain courses and/or programs or for reasons of approved leave, a faculty member may be hired for or request to complete his/her nine-month instructional hours requirement in a different time frame and/or in a different format. This may include faculty who complete the required 166 duty days and instruction hours in a Fall/Summer or Spring/Summer format. Faculty may request from the Academic Dean/Supervising Administrator a one-year change to their usual instructional format in cases of health concerns or educational advancement. In cases of an approved one-year change in instructional format, the faculty member will return to his/her usual format the following

academic year.

- C. Faculty members are responsible for a minimum of thirty (30) instructional hours per nine-month contract period. The faculty member will normally be assigned a load of fifteen (15) instructional hours as a base load for each of the two semesters of the contract year.

### 8.1.3 Office Hours

- A. Full-time faculty are required to schedule a minimum of ten (10) hours per week of office hours, during Fall and Spring semesters (faculty working an alternative schedule Fall/Summer or Spring/Summer have office hours in the semesters they are scheduled to teach). Office hours will be posted on or adjacent to faculty office doors as appropriate by means of a “Class and Office Hours Schedule.” Office hours will also be included in course syllabi and on the Canvas home page. Additional office hours beyond the required ten (10) hours may be scheduled and students may also be seen by appointment.
- B. In order to accommodate online student needs, a faculty member must keep office hours in proportion to his/her teaching load per the chart below. On campus office hours must be a minimum of two (2) days per week.

| <b>Teaching</b>             | <b>Total Office Hours</b> | <b>Minimum On Campus</b> | <b>On Line</b> |
|-----------------------------|---------------------------|--------------------------|----------------|
| <b>Full load is online*</b> | 10 hours                  | 0 hours                  | 10 hours       |
| <b>All others</b>           | 10 hours                  | 4 hours                  | 6 hours        |

\*those blended courses that do not meet every week are to be considered online for purposes of office hours.

In order to ensure availability of faculty during online office hours, faculty will be available synchronously and virtually via Zoom. Faculty will provide their students and academic supervisors with a direct link to their virtual office hours meeting room. Office hours will be scheduled for a minimum of 30-minute increments.

For faculty on alternative schedule contracts, the office hours requirement must be fulfilled during the semester(s) in which the faculty is fulfilling their required base load.

### 8.1.4 Teaching Workloads

A. **Instructional Hours:**

An instructional hour is a calculation which is derived from credit hours and/or contact hours for a course. For purposes of calculation of instructional hours, the following will be used:

- **Lecture Hours:** One instructional hour equals one lecture hour.
- **Applied music lessons:** One instructional hour equates to sixty (60) minutes of private lessons. One-half instructional hour equals thirty (30) minutes of private lessons.

Applied music lessons: a two (2) credit music lesson meets for sixty (60) minutes per week for fourteen (14) weeks and is counted as one (1) contract hour; a one (1) credit music lesson meets for thirty (30) minutes per week for fourteen (14) weeks and is counted as a half (½) contract hour.

- **Labs or combined classes:** One instructional hour equals one lab/contact hour, i.e. Astronomy, Interdisciplinary Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Physics, and Geology (professor always present).
- **Clinicals and Internships** – One load hour equals 15 clock hours spent directly with students. Contact hours vary by discipline and class.
- **Studio and combined classes:** One instructional hour equals one contact hour in the following fine arts classes (professor always present): Art, Music ensembles, Theater Performance & Production classes, Photography, and Film.

### 8.1.5 Overloads

- A. An instructional overload for a teaching faculty member is defined as instructional hours carried by the faculty member in excess of the normal teaching workload specified in Section 8.1.2 C of this Article. To be eligible, a faculty member must have received a satisfactory performance evaluation (a minimum score of two (2) in all three (3) categories on the evaluation. Assignment of overload shall be at the discretion of the Academic Dean/Supervising Administrator; however, a faculty member is not required to accept an overload. Should a faculty member accept an overload, all of the following rules and procedures shall apply:
- i. For each instructional hour carried beyond fifteen (15) instructional hours, the faculty member will receive overload pay for one (1) overload hour.
  - ii. Assignment of instructional overload hours must be approved by the Academic Dean/Supervising Administrator. The maximum faculty workload (base load and overload combined) is twenty-one (21) instructional hours for Fall, Spring, or contract assigned summer semester, and any instructional hours beyond twenty-one (21) must have the specific approval of the Academic Dean/Supervising Administrator and the Vice President of Academic Affairs. The Academic Dean/Supervising Administrator will determine which credits/courses count as overload.

### 8.1.6 Scheduling

- A. The Union and the College recognize that:
- i. Courses will be scheduled at times, days, locations, and modalities that meet the needs of students.
  - ii. Faculty have expertise and knowledge that guide and shape the curricular offerings.

- B. Academic Dean/Supervising Administrator shall adhere to the following procedures when scheduling faculty workloads:
- i. Determine which classes and modalities to offer each semester in collaboration with the Department Chairs and faculty.
  - ii. Consider departmental priorities in scheduling teaching loads for fall and spring semesters.
  - iii. Ensure that full-time faculty in their respective departments have the opportunity to provide initial input to section offerings during the beginning of the schedule development cycle for each term.
  - iv. Collaborate with Department Chairs on the assignment of classes to adjunct faculty.
  - v. Give faculty members' seniority full consideration in creating their teaching load within the faculty member's discipline.
  - vi. For any conflicts that may arise once all stated conditions are fully considered, the Academic Dean/Supervising Administrator will make the final decision in the resolution of conflicts and in determining a faculty member's teaching schedule.
- C. Assignment of early morning, evening, and/or weekend classes will be made from among those faculty who request such classes as part of their course load. If these classes cannot be assigned to a full-time faculty or an adjunct, the administration reserves the right to assign evening, early morning, and/or weekend course offerings to full-time faculty. The Academic Dean/Supervising Administrator will make reasonable attempts to honor each faculty member's preference with regard to his or her assignments for the semester.
- D. Full-time faculty will have priority in class section assignments for base load and overloads (Per Section 8.1.4) before courses are offered to adjuncts. Summer course schedules vary and are not available on a regular basis. When summer courses are available in a given discipline, full-time faculty in that discipline will have priority in class section assignments.
- E. Except in emergency situations, contractually mandated meetings shall not be scheduled during the full-term semester exam week and duty days prior to the submission of grades.

## **8.2 Library Faculty Primary Responsibilities**

- A. Faculty librarians support student research and learning through classroom instruction and curricular development across all five (5) schools at the College as well as providing individualized research consultations for students, faculty, and staff both online and on campus. In support of college curriculum, library faculty create new educational tools in a variety of modalities and media that provide instruction related to the ACRL Information Literacy Frameworks and enhance student access to library materials. The librarians also provide programming in the form of speaker series, panel discussions, and various workshops that contribute to the educational experience of the FSW community. Library Faculty add to the sum of knowledge at the College through their expertise and continued research into the

field of information science and educational best practices.

- B. The basic contract for Library faculty is two hundred and eight (208) duty days. The appropriate supervisor may assign a maximum of twenty (20) of the days from the College's twelve-months duty day calendar. The 208 duty days will include the fall and spring teaching faculty duty days unless otherwise approved by the Academic Dean/Supervising Administrator.
  - i. New librarians hired on or after August 15, 2022 will be hired with a one-hundred and sixty-six (166) duty day contract and they will follow the same academic duty day calendar as the teaching faculty.
  - ii. The normal work week for Library faculty shall be thirty-seven and one-half (37 and 1/2) hours and the normal work day shall be seven and one-half (7 and 1/2) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within the work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed.
  - iii. A Board approved job description will be available to each faculty member.
  - iv. Special program/service demands may require Library faculty members to work hours in excess of those specified in paragraph 2 above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practical. To the best of the supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.

**8.2.1** A Library faculty member may be asked to teach a credit class or classes in his/her area(s) of expertise outside of or beyond the required thirty-seven and one-half (37 and 1/2) hour work week. The Library faculty member is not required to accept such a teaching assignment. Should the faculty member accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures. Other Professional Responsibilities

- A. Each Library faculty member shall attend all required scheduled college-wide meetings, campus-wide meetings and discipline/departmental meetings, unless on approved leave with authorization from the immediate supervisor.
- B. Library faculty members shall participate in College and educational committees, both standing and/or ad hoc.
- C. Each Library faculty member shall participate in a College-approved faculty evaluation process that includes continuous improvement in teaching and instruction, professional development, and college service.

### **8.3 Counselor Faculty Primary Responsibilities**

- A. The primary responsibility of a Counselor is to engage in activities directly related to academic counseling and student related instructional issues. Each faculty member must satisfy the minimum requirements established in the Board approved job description. The College shall provide the necessary support services and personnel to enable each Counselor to perform his or her responsibilities, which shall include the following:
  - i. The basic contract for Counselor employment will be one hundred ninety- three (193) duty days. The appropriate supervisor may assign a maximum of twenty (20) of these days to each of these faculty from the College's twelve- month duty day calendar. Faculty members are not required to accept contracts for more or less duty days than specified in this Section directly above.
  - ii. The normal work week for a Counselor shall be thirty-seven and one-half (37 & 1/2) hours, and the normal work day shall be seven and one-half (7 & 1/2) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed.
  - iii. A current Board approved job description will be available to each faculty member.
  - iv. Special program/service demands may require Counselors to work hours in excess of those specified in paragraph b. above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practicable. To the best of the supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.
  - v. A Counselor may be asked to teach a credit class or classes in their area(s) of expertise outside of or beyond the required thirty-seven and one- half (37&1/2) hour work week. The Counselor is not required to accept such a teaching assignment. Should the Counselor accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures.

### **8.4 Textbook Selection**

- A. For the purpose of this Article, textbooks include required course materials. The parties agree that student access to high quality and affordable textbooks is critical to the academic success of students. Textbooks should support achievement of course learning outcomes, be adaptable to a variety of learning styles, and represent value for students.
- B. Faculty are responsible for the selection of textbooks and course materials used in credit courses at the College. Florida Statute 1004.085 and 6A-14.092 FAC on Textbook Affordability outlines the expectations that faculty members will make decisions which



- are as early as feasible and will accord each student with the best possible opportunity to make informed choices in the purchase of textbooks and course material. Faculty will be expected to certify that they understand these standards when they process book orders.
- C. Where feasible, textbook selections shall be for a minimum adoption of three (3) years.
    - i. A faculty member who is the only full-time faculty member in a particular course shall select the textbook for the course.
    - ii. If two or more sections of a course are offered, or if the course is part of a sequence of courses that would normally use the same text, full-time faculty shall have the right to serve on a committee elected by the department to recommend textbooks for courses. The final decision will be determined by a vote of the faculty in the department. The appropriate Academic Dean/Supervising Administrator will have the final decision if the department vote results in a tie.
    - iii. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Academic Dean/Supervising Administrator may make an exception to the minimum three (3) year requirement. The circumstances may include significantly and substantially different versions of a textbook or course-related hardware/software which necessitates a change.
  - D. Where feasible, faculty members shall attempt to establish College-wide standardization of textbooks used in all courses.
  - E. In an effort to comply with Textbook Affordability statutes, departments may allow Open Educational Resources (OER) adoptions in particular session by individual faculty.

### 8.5 Primary Position Assignment

- A. In keeping with the “One-College” concept, faculty recognize they are hired by the College, not a specific location. Faculty members are assigned to a primary location where they will have an office and teach the majority of their classes. Temporary reassignment from their primary location can be enacted by the Academic Dean/Supervising Administrator as follows:
  - i. **Compulsory reassignment to make base load.** In this case the amount of assigned instructional hours off of the primary location is determined by the available sections to assure base load is met.
  - ii. **Compulsory reassignment for programmatic needs.** In this case reassignments can be no more than two (2) courses or eight (8) instructional hours within a given semester not to exceed twelve (12) instructional hours in a given academic year on no more than two (2) locations.
  - iii. **Reassignment by mutual agreement.** In this case the dean and the faculty member

mutually agree on the number of assigned instructional hours to be taught on a location other than the primary assigned location, and the number of semesters of the reassignment.

- B. The College will reimburse faculty for travel expenses (per Florida Statute 112.061) when the faculty member is required to teach courses at another location.
- C. Full-time (non-temporary) faculty will be provided notice that a faculty position will be advertised through the College's email system. Full-time (non-temporary) faculty members may submit a request, in writing (email is sufficient), to the HR Specialist within five (5) working days, if there is an interest in being considered for transfer and if the faculty member meets the advertised job requirements for the position. The HR Specialist will forward the request to the Academic Dean/Supervising Administrator who will make the decision based upon the following:
  - i. Faculty within the same department, and where applicable program, and are credentialed through FSW's Faculty Qualification Form process for the vacant position will be given first consideration.
  - ii. Faculty from a different department, and where applicable program, will be considered next through an internal search process as outlined in Section 6.4 (A, B, and C) Selection of New Faculty.
  - iii. The written request (per C above) shall outline the reason(s) for the transfer request and the projected benefits to students should the transfer request be granted.
  - iv. The Academic Dean/Supervising Administrator will notify the faculty of the outcome of their request.
  - v. In the event that two or more candidates request transfer, if all things are equal amongst the candidates, the position will be offered to the faculty member with the most seniority.

## **8.6 New Faculty Seminar**

- A. As one of the conditions of eligibility for continuing contract, new faculty will participate in the College's New Faculty Seminar. This series of seminar sessions will help preserve the College's strong history of academic integrity by introducing new faculty to the mission, commitment to teaching and learning, professional development, and learning assessment for the purpose of better serving our students and community. Sessions that a new faculty member misses from New Faculty Seminar must be made up within the academic year.
- B. The New Faculty Seminar will be offered to all first-year full-time faculty. The seminar is facilitated by full-time faculty the Teaching and Learning Center. Seminar attendance is mandatory and is a required part of their first-year annual contract responsibilities. Participation in the seminar will serve as the faculty member's professional development activity for purposes of evaluation. (See Section 9.2.2) New

faculty shall not be held accountable for any other college or department activities during New Faculty Seminar meetings.

## **8.7 Safety**

- A. If a condition exists which a faculty member feels represents a violation of safety, health rules, or regulations, or which presents an unreasonable hazard to persons or property, it shall be communicated to his/her immediate supervisor or the supervisor's designee for corrective action. Such corrective action as deemed appropriate by the College shall be implemented in accordance with College policy and with Florida Statute §877.13.
- B. Disruptive Student in Class - If a faculty member feels a student in his/her class is disrupting the learning environment, the student shall be referred to the appropriate Dean or supervisor to investigate the matter. If the Academic Dean/Administrative Supervisor feels that further action is warranted, he/she will take appropriate action, which may include consultation with the Dean of Students who may decide to administer the student code of conduct and due process.
- C. All current and new faculty members shall submit to and successfully pass a Level II Background Screening as described in 1012.315 F.S. as a condition of continuing or new employment with the College.

## **8.8 Salary Payment Schedule**

- A. Instructional faculty will be paid their annual contracted salary in one of two methods both of which would begin with the second payroll in August:
  - Method 1** – Twenty-four (24) equal payments.
  - Method 2** – Eighteen (18) equal payments.
- B. Method 1 is the default option unless the faculty member completes a signed election form requesting payment Method 2. The election form must be filed with Human Resources by August 15 for the following academic year. Payroll deductions will be equally distributed over the number of pays in each payment method.

## **8.9 Leaves of Absence**

Leaves of absence for a faculty member may be granted in accordance with the provisions of appropriate Federal laws, Florida Statutes, and State Board of Education Rules for the Florida College System and the provisions for implementing those statutes and rules through the rules, procedures, and policies of the Board of Trustees. Such leaves of absence shall include any leave required by law and may include professional leave and personal leave without pay.

In accordance with Florida Statute §1012.865, any full-time faculty member who is unable to perform his or her duties at the College as a result of personal sickness, accident disability, or extended personal illness, or because of illness or death of the faculty member's father, mother, brother, sister, husband, wife, child, or other close relative or member of the faculty member's household, and who consequently has to be absent from work shall be granted leave of absence for sickness by the appropriate College official.

In order to comply with professional standards all faculty members must satisfy the minimum credentialing requirements. In the event of changes the Vice President of Academic Affairs may recommend professional leave with pay to allow faculty to meet stated standards/credentialing guidelines.

### **8.10 Faculty Offices**

The College will provide each faculty member office space of at least 80 sq. ft. to the extent such space is available within the College and otherwise not currently in use. All faculty office spaces will be equipped with at least one (1) computer, one (1) desk, two (2) chairs, at least one (1) two-drawer file cabinet, and one (1) book storage area.

### **8.11 Reassigned Time: Research**

Full-time faculty with robust research agendas may be considered for reassigned time up to a maximum of six (6) instructional load hours, in order to conduct research and scholarly activity. Reassigned time has an expected equivalent workload in research and scholarly activity. Faculty who are provided reassigned time for research and scholarly activity will be evaluated on their scholarly productivity and quality annually by the Dean/Supervising Administrator prior to potential granting of renewal of reassigned time for research and scholarly activity. Faculty who accept reassigned time for research and scholarly activity are limited to overloads of no more than one course section up to four (4) hours maximum of four (4) instructional load hours, per semester (Fall and Spring).

A maximum of seven (7) full-time faculty members, new and renewed (see 8.11.2) – may be awarded research reassigned time in any academic year.

Faculty currently on research reassigned time may apply for renewal each year. Renewal may be granted subject to approval from the committee, academic deans, and the Vice President of Academic Affairs.

#### **8.11.1 Applications**

The Vice President of Academic Affairs will solicit applications for research reassigned time each academic year by January 15<sup>th</sup> for the following academic year unless there are already the maximum number of seven (7) faculty already on research reassigned time. The application materials will reflect the faculty member's past research and future research agenda, as well as specific projects and benchmarks. Applications will be turned over to an ad-hoc faculty committee for consideration.

Names of those faculty recommended for research reassigned time will be forwarded to the Vice President of Academic Affairs by March 1. The Vice President of Academic Affairs will review, make and forward a final recommendation to the College President by March 15. The President will take the recommendation to the Board of Trustees for review/approval at the Board meeting following March 15th.

Upon selection, the faculty member will meet with the Office of Institutional Research, Assessment, and Effectiveness to develop a goals form, including specific benchmarks for the coming year.

### **8.11.2 Renewal**

Research reassignment may be renewed on an annual basis dependent upon the faculty member's progress on the goals for the research or scholarly activity. Each year the faculty member will prepare a report that outlines their progress and will submit a copy of the report to the Academic Dean/Supervising Administrator and the ad-hoc committee. The ad-hoc committee and the Academic Dean/Supervising Administrator will make recommendations for continuation for another year to the Vice President of Academic Affairs.

### **8.11.3 External Grants Requiring Funding**

Faculty who apply for an external grant must follow the procedures set forth within the College operating procedure for Grant Proposals (04-0406). Faculty who ultimately win such grants will use a "buyout" formula if the grant requires reassigned time not paid for by the College. This will be the faculty member's base salary divided by 30 multiplied by the number of credits for each course.

### **8.11.4 Conditions**

The College's policies on intellectual property rights and educational work products apply to all persons on reassigned time for research to the same degree as to other employees of the college.

## ***ARTICLE 9 - FACULTY EVALUATION***

### **9.1 Introduction and Purpose**

- A. The primary purpose of faculty evaluation at Florida SouthWestern State College is to promote individual and institutional continuous-improvement. The College recognizes the need for a consistent system for evaluating its faculty. However, the College also acknowledges the diverse experience among its faculty and has, therefore, adopted a system of evaluation that values that experience, recognizes that progress may occur in many directions, and asserts that many types of activities make valuable contributions to the College's success and growth. Hence, the underlying philosophy of this Faculty Evaluation Plan (FEP) is that evaluation of faculty performance is a complex process that should promote fairness and consistency for all individuals. The FEP is designed to enhance faculty development, while also promoting the mission of Florida SouthWestern State College and its need for continuous improvement. The parties recognize the importance and value of the evaluation process for assisting the progress and success of both newly-employed and experienced faculty. The evaluation of faculty is the responsibility of the Administration.
- B. The faculty evaluation process is intended to encourage and support professional development, promote personal reflection and self-assessment, planning and establishing goals, and experimentation on the part of each faculty member. It also provides a positive environment and collegial context for review of teaching purposes, strategies, and materials.
- C. The Administration shall not assign any portion of the Faculty Performance Evaluation of faculty members to other members of the bargaining unit. However, the faculty member has the option (defined in Section 9.3.4)) to request another faculty member, or another administrator (i.e. department chair, associate dean, etc.) to conduct a classroom observation.

- D. Student Opinion Surveys (SOS) are intended to provide constructive feedback to faculty members to aid in personal and professional improvement. The College and the Union shall mutually agree on the forms and formats for Student Opinion Surveys.
- E. Annual contract faculty will be evaluated by their Academic Dean/Supervising Administrator once each academic year. Continuing contract faculty will complete a self-evaluation and goal setting form once each academic year. For the spring and fall semesters, the evaluation will take place in the following spring.
- F. The overall Faculty Evaluation Process is used for evaluation of instructional faculty and librarians and shall result in a determination of “Exceeds Standards,” “Meets Standards,” “Needs Improvement.”
- G. Because of the great diversity in possible approaches to the act of teaching, the FEP, while maintaining a consistent process of evaluation, allows some flexibility for the faculty member. The process supports a multi-source faculty evaluation system, which includes self-evaluation, student surveys and Academic Dean/Supervising Administrator evaluation. The system allows the faculty member to determine, within established ranges, the weights of these evaluations in determining the faculty member’s overall evaluation. For first year faculty, the weights will be discussed between the Academic Dean/Supervising Administrator at the start of their employment. This need for flexibility is also reflected in the Evaluation of Service and the Evaluation of Professional Development and Scholarship. Faculty members may select from a wide range of activities in which to participate each year.
- H. No anonymous information or statements shall be used or included in the evaluation process except as may be provided in Appendix C, Student Opinion Survey (SOS). This shall include any statement or document that cannot be identified sufficiently to be challenged or verified. However, such information may be used to initiate further investigation.

**9.2 Components of the Plan (refer to 9.2.1, 9.2.2, and 9.2.3)**

The supervisor shall use and provide evidence supporting a bargaining unit member’s performance in the following areas.

**9.2.1 Teaching and Instruction**

- A. **Classroom Performance and Student Success** includes those technical skills in designing, sequencing, and presenting experiences which induce learning. Instructional evidence for self-evaluation must include discussion of SOS, Student Success data and descriptions of how faculty engage with students in their coursework (eg. Teacher-Student interaction. Student-Student interaction and Student-Material interaction) regardless of modality. See the professional development website and/or the Faculty Evaluation Plan (FEP) for a list of suggested activities to include as evidence in this section.
- B. **Material Preparation and Relevancy** relates to the planning that is included in course creation and delivery. This includes, but is not limited to, syllabi, classroom materials, Power Points, quizzes, innovative assignments and assessments. See the professional development website and/or the faculty handbook for a more complete list of activities that would support the self-evaluation in this section.

- C. **Record Keeping and Instructional Management** refers to daily housekeeping chores such as submitting grades on time, providing timely feedback to students through rubrics and comments, answering emails and phone requests in a timely fashion.

### **9.2.2 Professional Development and Scholarship**

Professional Development is defined as those activities of a faculty member in his or her formally recognized area of expertise and best practices in teaching and learning which contribute to at least one of the following:

- A. Development of new knowledge or skill,
- B. Dissemination of knowledge in the professional community,
- C. The development of personal professional skills,
- D. Continuous development of technical and teaching skills.

### **9.2.3 Service to the College, Profession, or Community**

- A. College Service includes any college-related activities, other than teaching and professional development that promote the goals and objectives of the College.
- B. Professional Service refers to service to the profession.
- C. Community Service is defined as the application of a faculty member's recognized area of academic expertise in the community. Community service is evaluated when possible by the importance of contributions made, by how demanding activities were and by how well objectives were achieved.

### **9.2.4 Sources of Data**

The Academic Dean/Supervising Administrator shall document and use multiple sources of data to complete the evaluation which may include, but are not limited to those described here. Such records shall become part of the academic performance evaluation of the employee's performance and shall be considered limited-access records as provided in applicable Florida Statutes.

- A. The faculty member's self-evaluation regarding completion of the previous year's goals and accomplishments during the evaluation period.
- B. The Academic Dean/Supervising Administrator's narrative and evaluation of the faculty member's performance in meeting standards and expectations in areas of responsibility including student success, (i.e. student retention and completion, program reviews, and program quality indicators when applicable).
- C. Results of the Student Opinion Surveys (instructional faculty only) collected in all course sections taught by the faculty member and/or other appropriate evaluative surveys.
- D. Cumulative record of professional development activities completed during the evaluation period.
- E. Examples that address course quality and/or student engagement.

## **9.3 Faculty Evaluation Procedure (refer to 9.3.1 and 9.3.2)**

### **9.3.1 Faculty Self-Assessment and Goals**

During the Spring Semester of each academic year each full-time faculty will complete the Faculty Self-Assessment and Goals form and deliver it to the appropriate Academic Dean/Supervising Administrator according to the timeline in the Faculty Evaluation Plan

(FEP).

### **9.3.2 Declaration of Weights (all faculty)**

As a part of the evaluation process, the faculty member should specify a weight for each of the three (3) areas of evaluation in Form #1. For any given academic year, the sum of these weights must equal 100%. Faculty members may discuss their area weights with the Academic Dean/Supervising Administrator at any time before making a final determination. This will document a continuous quality improvement process on an academic year basis. For first year faculty, the weights will be discussed between the Academic Dean/Supervising Administrator at the start of their employment.

### **9.3.3 Pre-Evaluation Conference (optional for continuing contract faculty)**

During the Spring Semester of each academic year the Academic Dean/Supervising Administrator may meet with the faculty member to discuss the faculty member's goals, departmental needs, administrative expectations, and professional development possibilities for the year. The Academic Dean/Supervising Administrator may assist the faculty member in determining goals and funding if necessary. A signed copy of the goals will be kept in the department or division office until the Spring Post-Evaluation meeting. The goals may be modified during the academic year with the approval of the Academic Dean/Supervising Administrator.

### **9.3.4 Observation**

Classroom observations, as part of this evaluation process, are optional for annual and continuing contract faculty. If the faculty member wants to be observed by the Academic Dean/Supervising Administrator the faculty member and Academic Dean/Supervising Administrator shall mutually agree to a class, date, and time for the Academic Dean/Supervising Administrator to formally observe one class session each academic year. The formal observation should ideally occur during a class session where active learning and student participation is expected. If the faculty member would prefer a peer evaluation, the same process will be followed with a continuing contract faculty member completing the observation rather than the Academic Dean/Supervising Administrator.

### **9.3.5 Student Opinion Surveys**

- A. Each fall and spring semester all courses will have Student Opinion Surveys (SOS) activated and faculty should encourage students to complete the surveys.
- B. Surveys will be completed online provided that safeguards shall be in place to ensure that student surveys shall be confidential, no students shall generate more than one survey per class, every student who completes the section is permitted to complete a survey, and no student who has withdrawn from a section shall complete a survey for that section. Library and counseling faculty evaluations may use different instruments to best evaluate their job duties.
- C. Faculty and Administration will form a committee to find an online student opinion survey to replace the present survey by Spring 2020.
- D. Surveys shall be conducted no sooner than the ninth (9th) week and no later than the end



of the fourteenth (14th) week of the semester. Alternative arrangements will be made for less than a 15-week term and summer courses.

- E. The College will generate a summary report of all surveys and student written comments completed for each section for each faculty member for use in institutional effectiveness and determining trends.

### **9.3.6 Academic Dean/Supervising Administrator's Evaluation**

The supervisor will review the multiple sources of data listed in Section 9.2.4 of this Article and complete the Supervisor's Evaluation Form (Form 2) (See Appendix C) for all annual contract faculty.

- A. The Academic Dean/Supervising Administrator's evaluation shall include a narrative discussing the faculty member's performance in meeting the standards and expectations in areas of responsibility as observed by the Academic Dean/Supervising Administrator.
- B. In completing the narrative portion of the evaluation, the faculty member's Academic Dean/Supervising Administrator shall ensure the following is documented on the form:
  - i. Notification to the faculty member as to areas in which he or she is excelling;
  - ii. Notification to the faculty member if deficiencies exist that require correction;
  - iii. An explanation of any deficiencies as noted and the expected improvement;
  - iv. If deficiencies are noted, the assistance that the Administration will provide to enable the faculty member to improve performance; and
  - v. The timeframe established to demonstrate improvements.

### **9.3.7 Post-Evaluation Conference**

Prior to the end of the Spring Semester (per the Faculty Evaluation Plan (FEP)), the Academic Dean/Supervising Administrator will meet with each annual contract faculty member assigned to the instructional unit to discuss the overall evaluation.

### **9.3.8 Faculty Response (optional)**

The faculty member may add written comments to the evaluation form and will sign the form to verify the discussion.

- A. If an unresolved issue remains after the discussion, the faculty member has ten (10) contracted duty days to provide a written statement to the Academic Dean/Supervising Administrator outlining the concerns and suggesting adjustments to the evaluation.
- B. The Academic Dean/Supervising Administrator will respond in writing within ten (10) duty days of the receipt of the statement.

### **9.3.9 Appeal of an Evaluation**

If the issue remains unresolved after the above steps; or, if the faculty member receives less than a “Satisfactory” evaluation and disagrees with the factual contents of the faculty evaluation; or, if the faculty member believes the Academic Dean/Supervising Administrator failed to follow proper evaluation procedures, the faculty member shall have the right to file a grievance following the procedure in Article 13 of this Agreement. If the grievance relates to the factual content of the evaluation, the administration shall demonstrate that the factual content of the evaluation is correct.

- A. Such grievance shall be filed at Step 2 and within ten (10) contractual duty days of receipt of Academic Dean/Supervising Administrator’s response. In the event the faculty member receives no response from the Academic Dean/Supervising Administrator, the grievance shall be filed no later than twenty (20) contracted duty days after the deadline for such response from the Academic Dean/Supervising Administrator.
- B. As an alternative to the above grievance procedure, any faculty member receiving an evaluation of less than “satisfactory” may appeal the decision in accordance with the College’s discrimination grievance procedure.

#### **9.3.10 Other Documentation**

A faculty member may present for consideration additional information relevant to the performance evaluation process. Such documents should be presented prior to completion of the Overall Summary or at the Post-Evaluation Conference.

#### **9.3.11 After Review and Signature**

By the Academic Dean/Supervising Administrator, and the Vice President of Academic Affairs, performance evaluation forms will be submitted to human resources and filed in the limited access portion of the faculty member’s personnel file.

#### **9.3.12 Rating Less Than Satisfactory**

For any faculty member who receives an overall rating less than “Satisfactory,” the Academic Dean/Supervising Administrator will identify any deficiencies and provide suggestions, professional development opportunities, or otherwise assist the faculty member with any necessary correction or remediation.

#### **9.3.13 Written Response**

The Administration shall take no action against a faculty member for including a written response to the evaluation, or filing a grievance or complaint of a contract violation in the evaluation process.

#### **9.4 Portfolio Comprehensive Evaluation**

- A. Every five (5) years, all faculty are required to complete a portfolio evaluation. The portfolio is part of the process for the granting of continuing contract for annual contract faculty and as a post continuing contract review for continuing contract faculty.
- B. The portfolio consists of the following sections for faculty up for continuing contract:

- i. Introductory reflective summary that supports candidate’s granting of continuing contract.
  - ii. Current Curriculum Vitae.
  - iii. Self-evaluation and Goal Setting (Forms 1 & 3) forms from the previous four years.
  - iv. Supporting evidence of performance in teaching and learning, professional development, and scholarship, and service.
  - v. Letter of support or non-support from Academic Dean/Supervising Administrator.
  - vi. Letters of support from colleagues (no more than three), (optional).
- C. The portfolio will consist of the following sections for post continuing contract review.
- i. Reflective summary of goals and accomplishments since last portfolio evaluation.
  - ii. Current Curriculum Vitae.
  - iii. Self-Evaluation and Goal Setting (Form 1) forms from the previous four years.
  - iv. Supporting evidence of performance in teaching and learning, professional development and scholarship, and service.
- D. A faculty member on continuing contract is not required to complete the evaluation process outlined in Article 9 – Faculty Evaluation and Section 10.3 – Evaluation After Receipt of continuing contract if the faculty member on continuing contract submits in writing to their Academic Dean/Supervising Administrator and the Chief Human Resources Officer their intent to retire/resign at the conclusion of the spring semester (May) in the year that the evaluation is to be completed. The written notice (email is satisfactory) must be provided by December 1<sup>st</sup> preceding the spring semester of retirement/resignation.

**9.5 Standard of Performance Rating Scale**

| <b>RATING</b> | <b>PERFORMANCE</b>   | <b>EXPLANATION</b>   |
|---------------|----------------------|--|
| <b>3</b>      | Exceeds Expectations | An exceeds expectations rating is demonstrated by performance levels that are recognized as going above and beyond the acceptable standards compared to other professional faculty within the department.  |
| <b>2</b>      | Meets Expectations   | Meets expectations performance is demonstrated by performance levels that are recognized as meeting all reasonable and acceptable standards compared to other professional faculty within the department.  |
| <b>1</b>      | Needs Improvement    | A needs improvement rating is demonstrated by performance levels that are clearly recognized as not meeting reasonable and minimal standards compared to other professional faculty within the department. |

Evaluation forms may be found in Appendix C.

## ***ARTICLE 10 - FACULTY CONTRACTS AND CONTINUING CONTRACT***

### **10.1 Annual Contract**

A. Faculty members who are in their probationary period and are considered to be on a track for continuing contract will be issued a Faculty Contract Recommendation Form completed for review by the faculty member prior to March 15 each year. This form will contain in summary format the supervisor's recommendations concerning the contract/employment status, salary status, and contract period for the faculty member for the succeeding year. The faculty member will have five (5) working days to review this form, discuss its contents with his/her supervisor, sign the form, append any comments, and return it to his/her supervisor.

- i. The annual contract shall not create the expectancy of continued employment.
- ii. Non-renewal of annual contract shall not entitle the faculty member to the reason(s) for non-renewal. Non-renewal of an annual contract is not subject to grievance, arbitration, or hearing. However, this shall not preclude the use of the grievance and arbitration procedure to determine whether the process and procedures were followed.

### **10.2 Continuing Contract**

Only full-time faculty hired on a continuing track are eligible for continuing contract. Faculty members awarded a continuing contract are entitled to continue employment at the College without annual nomination or reappointment until such time as the faculty member resigns or the faculty member's contractual status is changed pursuant to Florida Administrative Code, State Board of Education Rule 6A-14.0411.

#### **10.2.1 Applying for Continuing Contract**

A faculty member on track for a continuing contract may apply for continuing contract by submitting a letter of intent in the spring of the fourth year and a portfolio during the fall of the fifth year following the process outlined in the Faculty Evaluation Plan (FEP).

#### **10.2.2 Eligibility**

The BOT of FSW shall consider granting of continuing contract to each faculty member who meets the following requirements:

- A. Successful completion of the New Faculty Seminar.
- B. Completion of five (5) consecutive years of proficient or better performance within a period not to exceed seven (7) years. Failure to do so will result in non-renewal.
- C. Ability to complete the responsibilities of the position as described in the published job description for faculty.
- D. Submission of a continuing contract application portfolio which shall include

evidence of meeting the criteria for continuing contract listed in this Article.

- E. Recommendation of the Continuing Contract Committee, the Academic Dean/Supervising Administrator, the Vice President of Academic Affairs, and the College President.

### **10.2.3 Requirements and Criteria for Appointment**

- A. The areas of responsibility listed in Article 9 - Faculty Evaluation shall provide the basis for describing the role of the faculty member, expectations of the faculty member's performance, and criteria to be evaluated during the faculty member's application for continuing contract.
- B. A faculty member's progress in each area shall be among those factors considered in decisions related to personnel actions affecting annual appointment and the granting of continuing contract.

### **10.2.4 Sources of Evaluative Data**

- A. The Initial Granting of Continuing Contract Sub-Committee (IGCC) shall use multiple sources of data to complete the portfolio evaluation.
- B. Such data shall include, at a minimum, the following items and shall be provided by the faculty member in the portfolio evaluation:
  - i. Introductory reflective summary that supports the candidates granting of continuing contract;
  - ii. Current Curriculum Vitae;
  - iii. Evaluation forms from the last four (4) consecutive years of performance at a proficient or better level;
  - iv. Supporting evidence of performance in teaching and learning, (to include Student Opinion Surveys (SOS) and Student Success data), professional development and scholarship, community, college, and professional service;
  - v. Letter of support or non-support from the Academic Dean/Supervising Administrator;
  - vi. Letters of support from colleagues (this is optional with a maximum of three).
  - vii. Other relevant data may be considered provided the source and accuracy can be established and documented.

### **10.2.5 Continuing Contract Review Committee and Procedure for Granting of Continuing Contract**

- A. **Eligibility** - Only full-time faculty hired on a continuing track are eligible for continuing contract.

B. **Portfolio** - While multiple sources of data may be used to complete the continuing contract application, the principal document used in determining the granting of continuing contract will be the Continuing Contract Portfolio described in Section 9.4.

**C. Continuing Contract Review Committee**

- i. The Continuing Contract Review Committee shall be a standing committee formed through Faculty Senate.
- ii. The committee membership will be determined through Faculty Senate and a chair will be elected from the continuing contract faculty college-wide.
- iii. By the second Friday in April prior to the year of consideration, the candidate must initiate the review process by sending an email to the faculty member's Academic Dean/Supervising Administrator and the chair of the Continuing Contract Review Committee. The purpose of this email is to inform the Academic Dean/Supervising Administrator as well as the Contract Review Committee of the faculty member's desire to apply for continuing contract.
- iv. By the first Friday in September, the Vice President of Academic Affairs, in consultation with the Chair of the Initial Granting of Continuing Contract Sub- Committee (IGCC), shall meet with the Academic Dean/Supervising Administrator to verify that the candidate meets the minimum eligibility requirements for granting of continuing contract set forth in Section 10.2.2 of this Article.

**10.2.6 Contract Review Subcommittees**

- A. By the third Friday of September, subcommittees shall be formed at the school/ division level (in the case of Academic Success and Learning Resources) and verified by and registered with the Continuing Contract Review Committee. Sub- committees will be formed according to the following process:
  - i. Department Chairs will have been notified of those intending to apply in the following academic year by the third Friday in April. At the beginning of the following year, departments with faculty members intending to apply must form an IGCC Review Sub-Committee for each applicant by the third Friday of September.
  - ii. IGCC Review Sub-committees will consist of three (3) faculty members who are on continuing contract. Faculty may serve on multiple IGCC Sub- committees.
  - iii. Departments will select two (2) members and the third member will be selected by the faculty member up for review. Participation in sub-committees is voluntary. Department Chairs on continuing contract are eligible to serve on IGCC Review Sub-committees. Depending on need, relevant expertise, and the wishes of the IGCC Review Sub-committee faculty member, the sub- committee may contain persons from outside the department.
  - iv. Once the sub-committee is finalized the Department Chair will email the names of sub-committee members to the Chair of the CCRC (See CCRC membership list on the document manager). The CCRC Chair will ensure that sub-committee members will be granted access to the respective IGCC FEP ePortfolio

- B. By the last Friday in September, the application portfolio is submitted electronically so that all reviewers shall have simultaneous access.
- C. By the third Friday of October, a letter of support or non-support shall be uploaded to the portfolio by the immediate academic supervisor. This letter must address teaching and instruction, scholarship and professional development, and college/community service.
- D. By the third Friday of November, the subcommittee shall, after careful examination of the candidate's credentials as evidenced by the portfolio, conduct an interview with the candidate. The interview shall be primarily for purposes of clarification and amplification of materials submitted.
- E. Each subcommittee chair shall make a record of the interview by filling out the Initial Granting of Continuing Contract Sub- committee recommendation form to be submitted to the Continuing Contract Review Committee Chair.
- F. At the conclusion of the interview and following discussion, the members of the subcommittee shall vote by anonymous ballot to recommend the acceptance or rejection of the application for continuing contract. At this time, the results of the ballots shall be made known to the subcommittee.
- G. By the second week in February faculty will update the ePortfolio with DOD data and Form 1 and submit to the Academic Dean/Supervising Administrator.
- H. The Academic Dean/Supervising Administrator will complete Form 2 by the second Friday in March. The faculty member will upload to their ePortfolio.

#### **10.2.7 Recommendation to the President**

By the third Friday in December, sub-committee reports shall be submitted to the Vice President of Academic Affairs. The Vice President of Academic Affairs' recommendation is then forwarded to the President.

#### **10.2.8 Notification of Decision**

By the first Friday in March, the President or his or her designee shall notify the applicant by letter (via email) of the College's decision.

#### **10.2.9 Appeal Process**

- A. Within 15 days of the date of the letter, the applicant, if disagreeing with the President's decision may appeal in writing to the President.
- B. Within 30 days of the date of appeal, and after requesting that the Continuing Contract Committee verifies that the process was followed and upon reviewing any optional report that said Committee might issue, the President notifies the applicant of the final decision.

#### **10.2.9.1 Recommendation of the President to the Board of Trustees**

Once the final decision has been made, the President will make his recommendation to the Board of Trustees who will make the decision to grant the continuing contract to the faculty member.

### **10.3 Evaluation after Receipt of Continuing Contract**

- A. Faculty members on continuing contract will be evaluated every five (5) years unless the Academic Dean/Supervising Administrator feels that a special evaluation is warranted due to problems or concerns regarding the faculty member's performance.
- B. Should the necessity arise for such a special evaluation, it will deal only with the problems noted by the Academic Dean/Supervising Administrator.
- C. The faculty member and the Academic Dean/Supervising Administrator will construct a specific written performance improvement plan (See Appendix C) that will include notice that continuing contract may be in jeopardy.
- D. In general practice and except in cases of serious breach of faculty responsibilities or unlawful offense(s), a continuing contract faculty member will be given at least one academic year to rectify the shortfalls identified in the portfolio review process.
- E. The results of the written performance improvement plan will be reviewed by the Academic Dean/Supervising Administrator at the end of the next year's evaluation cycle.
- F. In the event that performance meets the standards set in the performance improvement plan the faculty member shall be returned to continuing contract status and returned to an every five (5) year post continuing contract evaluation process.

### **10.4 Failure to Meet Post Award Performance Criteria – Return to Annual Contract**

- A. In general practice and except in cases of serious breach of faculty responsibilities or unlawful offense(s), a continuing contract faculty member will be given at least one year to rectify the shortfalls identified in the portfolio review process. (See Sections 9.2 and 9.4).
- B. When a faculty member fails to achieve the standards of improvement after a performance improvement plan, the faculty member shall be returned to annual contract.
- C. The President or designee shall notify the faculty member, whose contract is under consideration, in writing of the recommendation and shall afford the full-time faculty member the right to formally challenge the action in accordance with the policies and procedures of the College.
- D. If the recommendation to return to annual contract moves forward it shall be submitted in writing by the President to the Board on or before April 1.
- E. As an alternative to the hearing rights provided by College policies and procedures, the faculty member may request an administrative hearing in accordance with Chapter 120, F.S., by filing a petition with the Board within twenty-one (21) days of the receipt of the recommendation of the President.
- F. In the event that the faculty member does not request a public hearing, the Board shall proceed to take appropriate action.



### **10.5 Failure to Meet Post Award Performance Criteria after Return to Annual Contract**

- A. After return to annual contract, the faculty member and the Academic Dean/Supervising Administrator will construct an updated specific written performance improvement plan that will include notice that failure to achieve performance standards will result in termination of employment.
- B. Upon successful completion of the performance improvement plan, the faculty member shall be returned to continuing contract status.

## ***ARTICLE 11 – SABBATICAL***

### **11.1 Purpose**

Sabbatical is an extended professional leave during which time a faculty member is relieved of regular job duties to pursue professional development. The sabbatical program is designed to promote professional development opportunities for faculty.

### **11.2 Eligibility**

To be eligible for Sabbatical, a faculty member must meet the following criteria:

- A. Complete one (1) year on continuing contract.
- B. Have completed five (5) or more years of full-time continuous employment at the college as of the starting date of the requested sabbatical.
- C. Have not taken a sabbatical within the past eight (8) year period that ends as of the starting date of the requested sabbatical.
- D. Not enrolled in a deferred retirement option (DROP).

### **11.3 Ranking and Selection Criteria**

- A. Applications for sabbatical shall be ranked according to the degree to which they meet the following formula: Points for uninterrupted full-time faculty employment with the College will be given in the following manner. (Interrupted service includes a resignation or official separation from the college that requires rehiring).
  - i. One (1) point for each year up to ten years of full-time faculty employment.
- B. Relevance of proposed sabbatical-to-work assignment:
  - i. Applicants for sabbatical to have an occupational experience, and/or other professional activities directly related to their teaching, counseling, or librarian assignment, and having the potential to enhance student learning may receive up to a maximum of five (5) additional points.
  - ii. A maximum of five (5) additional points may be awarded based upon criteria identified on the sabbatical application form developed by the ad-hoc Sabbatical Committee.
  - ii. Applicant's points shall be summed up with the totals determining the rank or order of eligibility. In the case of a tie, a candidate working towards advanced degrees directly related to his or her work assignments will receive top priority.
- C. The Vice President of Academic Affairs may assign top priority and recommend to the Board

one (1) sabbatical candidate regardless of the point system in order to allow that full-time faculty member to maintain full-time employment by becoming qualified in a field needed by the College and where the full-time faculty member may need to be retrained to continue full-time employment.

- D. Up to three (3) full-time faculty members on continuing contract may be granted sabbaticals through the College President's recommendation and the Board's approval in any one (1) year providing suitable replacements can be found.

#### **11.4 Retention of Position**

A faculty member who is granted a sabbatical shall retain continuing contract and their faculty position while on sabbatical.

#### **11.5 Salary and Benefits**

While on sabbatical, the faculty member:

- A. Shall receive salary at the rate of 100% of the faculty member's regular salary prorated by the length of the sabbatical awarded for one (1) semester and 50% of the faculty member's regular salary for two semesters.
- B. Shall receive continuation of all current College paid benefits including, but not limited to health and other insurance, retirement annuities, and payroll deductions.

#### **11.6 Conditions**

- A. The sabbatical recipient is relieved of all academic and administrative duties and responsibilities during the period of the sabbatical. Recipients will not serve on College committees, or accept other similar assignments during the time of their sabbatical unless petitioned and approved by the committee and the Vice President of Academic Affairs. Under no circumstances will an overload be approved.
- B. The College's policies on intellectual property rights and educational work products apply to all persons on sabbatical to the same degree as to other employees of the college.
- C. A faculty member may apply for sabbatical for one or two terms. Upon return from sabbatical, the faculty member agrees to return to the College for (1) year of full-time professional service immediately following the sabbatical.
- D. If the faculty member fails to return, all compensation, including fringe benefits, received by the faculty member during the sabbatical shall be repaid to the College and such promised repayment shall be appropriately secured as part of the agreement embodying the conditions of the sabbatical executed by both parties prior to the onset of the sabbatical.
- E. If a faculty member fails to return because of a medical disability or death, 11.6, D, does not apply.
- F. Any changes of plans from the stated purpose, contained in the original application, must be approved by the College President and the Board. If it becomes impossible for the faculty

member to utilize the sabbatical for the purpose for which it was granted, notice must be given to the College President by June 1 of each year.

- G. Faculty members shall not be employed from any other source during the period of the sabbatical except from stipends awarded as part of a grant program or a visiting scholar position. In such cases where faculty accept grant money for research work, the total compensation for the period of the sabbatical may not exceed 115% of the faculty member's base salary for the same time period from the previous year.
- H. Final Report. Within the first fall-spring semester following the completion of the sabbatical, the faculty member will submit a written report to the Vice President of Academic Affairs and to the Sabbatical Committee. The report should contain an evaluation of the success of the sabbatical in achieving the objectives described in the application. The Vice President of Academic Affairs may request that the faculty member also do a formal oral presentation for other faculty and members of the College community.

### **11.7 Procedure**

- A. Administration. The Human Resources Office will be responsible for certifying the points to be awarded in Section 11.3 A of this Article.
- B. Timeline. Academic Affairs will maintain an up-to-date sabbatical application form annually and will make a formal announcement of the upcoming sabbatical application process each December. The application includes information regarding purpose, specific plans, academic programs to be pursued, expected outcomes and benefits to the College.
  - i. Applicants shall submit this completed form to the Sabbatical Committee with a copy to the appropriate Academic Supervisor by the second Friday in February for the following academic year.
  - ii. The Sabbatical Committee will use the formula outlined in Section 11.3 of this Article and make a recommendation to the Vice President of Academic Affairs who then recommends to the College President.
  - iii. Final approval for granting of sabbaticals is a decision of the College Board of Trustees following recommendation of the College President.
  - iv. Faculty members shall generally be notified of approval or denial of the sabbatical immediately following the Board Meeting.

### **11.8 Sabbatical Committee**

- A. Each August, the Faculty Senate will select a Sabbatical Committee.
- B. The committee will be made up of continuing contract faculty members.
- C. Ideally, the committee will include members of all of the schools, as well as the library and academic success area; the committee will consist of at least five (5) faculty voting faculty members who are on continuing contract and one (1) academic affairs administrator (non-voting).

- D. By the end of March, the committee will meet, designate a chair from the committee membership, and will notify the President, in writing, of the committee appointment, with a copy to the Vice President of Academic Affairs and the Office of Human Resources.
- E. By the end of March, the committee will select and rank order candidates for sabbatical according to the criteria and timeline described in this Article.

## ***ARTICLE 12 - REDUCTION IN FORCE***

### **12.1 Reduction/Reassignment of Faculty**

The decision to reduce/reassign faculty members is within the inherent management authority of the College and is not subject to bargaining other than the impact of the action on faculty members. The parties understand and agree that employment decisions will be made in the best interest of the students and the College. However, the parties also recognize that the interests of students and the College are best served by cooperation between the faculty and the College to seek alternative solutions.

- A. Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated after feasible alternatives to reduction in force have been considered by the College and discussed with the Union.
- B. Three (3) months prior to a reduction in force the Union shall be provided with written information regarding the reduction in force, including a rationale for the proposed reduction and a list of faculty whose positions are under consideration for elimination or assignment change.
- C. Under no circumstances shall faculty members under an existing annual or continuing contract have their contract terminated prior to the established ending date of the contract without payment in full for the salary remaining in the contract.
- D. Any and all faculty members who are released from employment prior to the end of their current contract shall, in addition to payment of the remaining contractual salary as described in paragraph C above, continue to receive full health insurance and other benefits to which they would be otherwise entitled, through the end of the contract period.
- E. Based on the nature of the cause for reduction, the College will determine the number and types of faculty positions to be reduced. The number and types of positions may not be grieved.
- F. Once the number and types of positions to be reduced is determined, the College may transfer faculty between campuses or between departments to avoid releasing faculty from employment.
- G. Separation by reduction in force shall not be used to discipline an employee for unsatisfactory work performance or undesirable conduct.

## 12.2 Layoff Considerations

- A. Faculty members affected by a reduction in force will be determined by the following:
  - i. Accreditation or approval standards of appropriate agencies such as, but not limited to SACSCOC, American Bar Association, and Accreditation Commission for Education in Nursing, and other appropriate agencies as applicable.
  - ii. No continuing contract faculty member shall be released until all annual contract faculty serving in the discipline, or any discipline in which continuing contract faculty are credentialed and qualified to teach, have been considered for release from employment. The decision by the Board of Trustees under FLDOE rule 6A-14.0411 on which faculty members to release is final.
- B. Under provision of FLDOE rule 6A-14.0411, unit members credentialed and qualified to teach within an affected academic discipline or vocational/technical program will be assigned reduction in force (RIF) points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member(s) to be considered for release from employment. The point total accrued by each member will be considered by the College in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the College select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the College will state reasons for its selection in writing furnished to the released unit member and the FSWFF. A faculty member selected for release due to reduction in force will be given at least sixty (60) days' notice prior to the effective date of release.
- C. RIF points will be assigned as an accumulation of the following 3 areas:
  - i. Continuing contract
    - a. holding continuing contract for 1-5 years, 1 point
    - b. holding continuing contract for 6 or more years, 2 points
  - ii. Years of service
    - a. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 10 years.
  - iii. Academic Preparation
    - a. Doctorate, 3 points
    - b. Master's +60, 2 points
    - c. Master's +30, 1 point
- D. The provisions of this Article do not apply to terminations or suspensions for cause, or to non-renewals on the basis of considerations relating to the individuals involved, but only to general reductions in force arising out of the economic or operational considerations envisioned in State Board of Education Rule 6A-14.0411.

## 12.3 Recall

- A. A faculty member who has been released from employment under this Article with

evaluations rated at “Meets the Standard” or better will, for a period of 12 months from the date of release be granted recall preference for re-employment at the College in lieu of a new hire, should an opportunity for such re-employment arise, subject to the following conditions:

- i. Recall consideration will apply to any continuing contract position for which the laid-off faculty member is credentialed and is qualified to teach.
- ii. The College shall send notification of all faculty openings to all unit members subject to recall consideration for a period of not less than twelve (12) months from the date of layoff. The burden is on the faculty member to notify Human Resources in writing of any change in contact information.
- iii. It is the responsibility of the laid-off faculty to respond in writing within 15 calendar days of receipt of notice indicating their intent to return to the open position. Re-employment pursuant to this section shall take effect the beginning of the semester following the date the offer was made (typically Fall or Spring). If more than one faculty member responds with their intent to return, recall consideration will be based on the same factors used to make the release, with the faculty member with the highest point ranking being given preference for selection.
- iv. If an employee rejects an offer of re-employment, the employee shall receive no further consideration pursuant to this Article.
- v. The College shall notify the Union when an offer of re-employment is issued to a laid-off employee.
- vi. All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon reemployment.

## ***ARTICLE 13 - GRIEVANCE PROCEDURE***

A grievant shall first discuss the grievance with the respondent, either directly or through the Union’s designated representative. All attempts should be made to informally resolve a grievance in a manner that is least disruptive to the work place.

### **13.1 Self-Representation**

The grievant may at any time represent himself/herself in any proceedings. The grievant shall inform the Union President or designee of all meetings to discuss grievances and shall have the right to have a non-participating observer present at all such meetings.

In the event that self-representation is invoked by the grievant, the grievant will promptly send to the President of the Union or designee a copy of the filed grievance.

### **13.2 Representation by the Union in the Pre-Grievance Informal Discussions**

The grievant(s) may have a Union representative present during the Pre-Grievance Informal Discussions provided the following conditions are met:

- A. The specific Article and Section of the Agreement where the alleged violation has occurred are noted by the grievant;
- B. The subject to be discussed is believed to be a potential grievance as defined in Article 2;
- C. If a faculty member is not a member of FSWFF, he/she may represent him/herself or retain outside counsel.

### **13.3 Representation by the Union in the Formal Steps of the Grievance Procedure**

If the grievant notifies the Union and the Respondent in writing that he/she desires representation by the Union, he or she shall have the right to be exclusively represented by the Union beginning with the written filing of the grievance with the College President's designee and at all times thereafter until resolution of the issue. If a faculty member is not a member of FSWFF, he/she may represent him/herself or retain outside counsel.

### **13.4 Consistency**

No resolution of any grievance or potential grievance (through informal discussions or through the formal grievance process) will be inconsistent with the terms of this Agreement.

### **13.5 Investigation or Processing of Grievance during Working Hours**

During the preparation and processing of a grievance, the grievant is to perform all his/her assigned duties and responsibilities. The sole exception to this is that noted under Section 13.13 A.

### **13.6 Filing**

No grievance will be considered valid or processed unless the following conditions are all met:

- A. The grievance is submitted in writing on the appropriate College form provided upon request to a grievant and/or the Union and signed by the grievant(s);
- B. The specific Article and Section of this Agreement are cited where the alleged violation of the Agreement has occurred;
- C. The alleged violation is specified in detail with pertinent facts;
- D. The specific remedy being sought is specified;
- E. The grievance is timely submitted; and

### **13.7 Time Limits**

The time limits delineated throughout this Article shall be strictly adhered to by all parties unless specific time limits are extended by mutual consent in writing by the parties. The number of days at each level of the procedure is considered as maximum and the parties will endeavor to expedite the process whenever possible.

Failure of the grievant to process the grievance within the time limits specified shall result in dismissal of the grievance. Failure of the Board or the administration or their representatives to take the required action within the time limits specified shall entitle the grievant to proceed

to the next step of the procedure.

### **13.8 Election of Remedies**

The commencing of legal proceedings against the Board or any administrator or managerial employee employed by the Board or any member of the Board in a court of law or equity or before PERC, or before any other administrative agency, by a faculty member or a group of faculty members for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such faculty member or group of faculty members of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation of the terms of this Agreement.

Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights of the faculty member or group of faculty members to judicial review of agency actions pursuant to Florida Statutes, Chapter §120.

### **13.9 Pre-Grievance Informal Discussion**

- A. In the event that a member of the faculty believes that he/she has a basis for a grievance (and before a formal written grievance is filed), the faculty member shall first informally discuss the basis of the grievance with the respondent within thirty (30) working days from the alleged violation of this Agreement. The respondent will render a verbal decision to the faculty member within fifteen (15) working days from the date the first discussion was held.
- B. In the event that the respondent is the immediate administrative supervisor and he/she is not available during the thirty (30) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure. If the alleged grievance is with the immediate administrative supervisor, the Pre-Grievance Information Discussion will be pursued upon the return of the immediate supervisor. Otherwise, the acting supervisor will serve instead of the immediate supervisor.

### **13.10 Formal Grievance Process**

**Step One** - If, after informal discussion with the respondent, the faculty member is not satisfied with the decision resulting from these discussions, he/she may file in writing, on the appropriate College form a formal grievance signed by the aggrieved person(s). The grievance shall be filed with the College President's designee within ten (10) working days from the date the verbal decision was given by the supervisor in Section 13.9. The College President's designee will investigate the grievance in any manner he/she deems appropriate, so long as parties to the grievance are allowed to present evidence and argument to support their positions. The College President's designee will reduce his/her findings of fact and recommendations to writing and will forward these to the College President within fifteen (15) working days from the date the grievance is received by the College President's designee. The decision of the College President's designee will be communicated to the aggrieved person(s) by either certified mail or hand delivery.

**Step Two** - If the aggrieved person(s) is not satisfied with the decision of the College President's designee, the Union may decide to appeal to arbitration. The decision to appeal to



arbitration will be in writing, addressed and sent to the College President, and received within ten (10) working days after receipt of the Board's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time. A grievance settlement reached or an arbitration decision received in a case where the Union did not provide representation shall have no precedential value.

### **13.11 Selection of the Arbitrator**

- A. Within ten (10) working days of receipt by the College President of the aggrieved person's notification to appeal to arbitration, representatives of the College President and the Union shall meet for the purpose of selecting an arbitrator.
- B. If, within ten (10) working days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators.
- C. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

### **13.12 Authority of the Arbitrator**

- A. The arbitrator shall be limited to the grievance submitted. The first matter to be decided is the arbitrator's jurisdiction to act, which is something only the arbitrator can determine concluding that he/she has no such power, the arbitrator shall make no decision or recommendations as to the merits of the grievance and the grievant shall be considered to be the losing party. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time.
- B. The power of the arbitrator shall be limited, prospective in nature, and shall not extend to the revision of salary schedules, rates of pay, workloads, or work assignments. In cases involving discharge and/or suspension without pay, the arbitrator's power in such cases shall be limited to reinstatement and/or the amount of back pay due, if any. If the arbitrator's award includes back pay, special earnings from other sources shall be deducted from the award.
- C. The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes, Chapter §682, shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. Arbitration shall be confirmed solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. Any challenges to the arbitrator's jurisdiction to act must happen within 10 days of the arbitrator's designation. If the arbitrator determines

that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective actions.

- D. The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement or during the status quo period following its expiration.
- E. The decision or award of the arbitrator shall be final and binding provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, Chapter §682.

### **13.13 Conduct of the Hearing**

- A. If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance shall be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.
- B. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

### **13.14 Disposition**

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

### **13.15 Files**

The original written grievance, the written appeals at each level/step, the written decisions at each level/step, and the written decision of the arbitrator will be maintained in a confidential file designated by the College President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's permanent personnel file.

### **13.16 Processing**

The filing or pendency of any grievance or of arbitration proceedings under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or by failure to reappoint. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

### **13.17 Costs of Arbitration**

If the arbitrator rules partially for the grievant and partially for the employer, the parties shall share equally in the total costs of arbitration; otherwise, the losing party shall pay the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

## ***ARTICLE 14 - SALARY AND FRINGE BENEFITS***

Faculty will be offered the same insurance benefit plans as are offered to all full-time regular employees of the College, as may be amended from time to time.

### **14.1 Salary**

The parties agree that the salary schedule for members of the bargaining unit will be as described in Appendix B attached to and made a part of this Agreement. The College reserves the right to offer a faculty member an extended-length contract with a base salary adjustment up to 20% beyond the base salaries in Appendix B to provide for academic program needs. The College shall also have the unilateral right to grant salary adjustments for a finite period of time in order to provide an instructional support service, which would be performed above and beyond the faculty member's usual contracted services to the College. In such instances, the offer of a special or unique additional service may be accepted at the discretion of the faculty member. For any given year, any such adjustments (exclusive of those covered by Section 8.1.2, A-C of this agreement) will be limited to no more than 20% of the individual faculty member's total salary rate. The final agreements concerning extended-length contracts, as well as compensation and duties for special or unique additional service, will be made available to the Union President.

### **14.2 Tuition Scholarships & Tuition Reimbursement**

The College agrees to provide faculty at Florida SouthWestern State College tuition waiver(s) and/or other approved higher education organization tuition reimbursement(s) as provided to all other full-time employees of the College.

### **14.3 Terminal Pay**

Each member of the bargaining unit shall receive terminal pay for accumulated sick leave in accordance with Florida Statute §1012.865 and College policies.

## ***ARTICLE 15 – DISCIPLINARY ACTIONS AND PROCEDURES***

### **15.1 Disciplinary Actions**

- A.** 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 duties and responsibilities to the College within the scope of his or her employment including, but not limited to, violations of College rules, procedures, policies, and this Agreement.
- B.** Faculty are subject to discipline which shall be timely and for just cause. A fair and impartial investigation of alleged misconduct shall be completed and discipline shall be fairly and objectively administered.
- C.** Disciplinary action, shall be progressive and may include the following steps: verbal reprimand, written warning, 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. In such cases, future misconduct of an unrelated nature subject to discipline shall be treated as a separate event and disciplinary action will begin at the appropriate level subject to overall work performance.
- D.** All discipline as defined herein, is subject to challenge by the grievance procedures in Article 13 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary action(s).

- E. **Faculty Rights** – Faculty shall be notified in writing of the subject matter 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 shall have the right to have Union representation present at such meeting, if the Faculty so desires. In the event Union representation is not available, the meeting shall be rescheduled at a reasonable and mutually agreed time.

## 15.2 Disciplinary Procedure

Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration.

1. **Verbal Reprimand.** A verbal reprimand notifies a faculty member that inappropriate behavior, or violation of a rule, policy, or procedure has occurred and outlines the specific steps which 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. A verbal reprimand shall be discussed with the faculty member and documented with a non-detailed memorandum acknowledging that verbal reprimand was issued. The faculty member shall have the opportunity to provide a written response to the written memorandum which shall be filed together in the limited access section of the Faculty's personnel file.
2. **Written Warning.** A written warning is a formal notice that inappropriate behavior, or violation of a rule, policy, or procedure has occurred and outlines the specific steps which 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. Warnings shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by initiating administrator. The faculty member shall have the opportunity to provide a written response to the warning which shall be filed with the warning in the limited access section of the Faculty's personnel file.
3. **Suspension.** A full-time 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 a faculty member without pay provided that notice of intent has been provided pursuant to Article 13. A record of the suspension is placed in the limited access section of the Faculty's personnel file, provided the requirement of the applicable exemption is met.
4. **Dismissal or Return to Annual Contract.** A faculty member who is under continuing contract may be dismissed or may be returned to annual contract status only with just cause and upon written recommendation by the President to the Board to that effect, and approval by a majority of the Board. Refer to Section 10.5.

## 15.3 Other Provisions

- A. Nothing in this Article shall be construed as conferring on an employee holding an annual contract any right or expectation of employment beyond the specific term of his or her annual contract.

## ***ARTICLE 16 – RENEWAL AND TERMINATION***

This Agreement shall be and remain in full force and effect for a period of three (3) years from July 1, 2025 until midnight, June 30, 2028.

Upon written notice to the other party delivered Before March 1, 2026, either party may reopen negotiations over wages for the year beginning July 1, 2026. Similarly, by March 1, 2027 either party may reopen negotiations over wages for the year beginning July 1, 2027. Such re-opened negotiations shall be limited to an adjustment of the wages.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Lee County, Florida, as of the days and dates listed below:

FLORIDA SOUTHWESTERN STATE COLLEGE

By: Susan C Bronatei Title: FSW Chief Negotiator  
Chief HR & OD Officer  
Date: September 24, 2025

By: [Signature] Title: President, FSW  
Date: September 24, 2025

FLORIDA SOUTHWESTERN STATE COLLEGE BOARD OF TRUSTEES

By: [Signature]  
Title: Chairman of the Board  
Date: September 24, 2025

FLORIDA SOUTHWESTERN STATE COLLEGE FACULTY FEDERATION LOCAL  
3513, AFFILIATED WITH THE AFL-CIO

By: Brian O'Reilly Title: Chairperson, Union Bargaining  
Date: September 24, 2025

By: [Signature] Title: Co-President Committee/Co-President  
Date: September 24, 2025

# APPENDIX A - WAGE and SALARY SCHEDULE

## FLORIDA SOUTHWESTERN STATE COLLEGE WAGE and SALARY SCHEDULE

### FULL-TIME FACULTY

**A. New Faculty Nine-Month Contract Salary for Semesters Fall and Spring (for those Faculty whose Full-Time Contracts began on or after August 18, 2025):**

| Degree   | Base        |
|--|-------------|
| Bachelor's Degree  | \$50,842.09 |
| Master's Degree  | \$53,015.53 |
| Master's Degree plus 30 approved Semester Hours beyond Master's or 45 approved   | \$55,186.99 |
| Master's Degree plus 60 approved Semester Hours beyond Master's or 90 approved Quarter Hours or MFA when it is a terminal degree within field. | \$59,532.84 |
| Doctorate  | \$60,836.78 |

The following steps are to be followed in computing a new faculty member's salary:

1. The faculty member is placed on one of the five schedules above according to academic degree earned. The degree used for placement on the schedule must normally be in the subject area to be taught, with the approval of the Academic Dean/Supervising Administrator and Vice President of Academic Affairs.
2. \$200 is allowed an incoming faculty member for each year of verifiable teaching experience (10 years maximum), and this total is added to the base on the appropriate schedule.

Returning Instructional and Library Faculty Nine-Month Contract for Semesters Fall and Spring

**B. For Those Full-Time Faculty Returning for the Fall 2025 Semester**

For 2025-2026, returning faculty member's contracted salary for nine (9) months (exclusive of any supplemental, substitute, overload, or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be increased by 4% on current salary (2024-25 rate) This is effective 7/1/25 for library faculty and 8/18/25 for instructional faculty.

NOTE: No returning faculty member will earn less than the beginning salary for new faculty described in Section A. above.

**C. Changes in Current Placement for Faculty on the Salary Schedule**

Verification of hours and changes in schedule placement must be approved by the Academic Dean/Supervising Administrator and Vice President of Academic Affairs and must be accomplished prior to September 15 for full year salary change and February 1 for second half of the year salary change. Verification shall be on the basis of official transcripts. The placement on a different schedule will be effective retroactively to the beginning of the contract year if verification is accomplished prior to September 15. Placement verified after September 15 but prior to February 1 will be effective with the second pay period in February. Once a faculty member is qualified in his or her subject area, any additional graduate hours may be counted, with prior approval of the Academic Dean/Supervising Administrator and Vice President of Academic Affairs for placement on Schedule III (Master's degree plus 30 graduate semester hours) and Schedule IV (Master's degree plus 60 graduate semester hours).

**D. Library Faculty and Counselors Assigned to A Basic Contract of 208**

**Duty Days:**

For 2025-2026, the Library Faculty member's 2025-2026 contracted salary for two hundred and eight (208) duty days (exclusive of any supplemental, substitute, overload, unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be calculated as 208 x the average daily rate of pay for the 2024-2025 contract. This amount will be increased by 4% on the (2024-25 rate) beginning July 1, 2025.

New Library Faculty and Counselors hired on or after 8/15/22 are assigned a Basic Contract of 166 Days

**E. Salaries for Full-Time Instructors Used as Substitutes and for Supplemental Instructional Hours (Effective 8/16/19)**

If the assignment leads to the instructor becoming a substitute for 50% or more of the class sessions, pro-rated overload pay rather than substitute pay would apply.

| <b>Degree</b> | <b>Per Contact Hour</b> |
|---------------|-------------------------|
| Bachelor's    | \$33.87                 |
| Master's      | \$35.81                 |
| Master's+ 30  | \$37.74                 |
| Master's+ 60  | \$39.78                 |
| Doctorate     | \$41.74                 |

**F. Overload Pay (Effective 8/18/25)**

Full-time professors are paid for additional teaching beyond their normal contractual commitments during a regular semester, and for all Summer A, Summer B or a Summer A and B combination full-semester teaching on a per-instructional hour basis. The amount of pay is determined by (a) the degree held by the professor, and (b) the number of instructional hours of the additional teaching, as determined in Section 8.1.4 of this Agreement.



| <b>Degree</b> | <b>Per Instructional</b> |
|---------------|--------------------------|
| Bachelor's    | \$758                    |
| Master's      | \$866                    |
| Master's+ 30  | \$883                    |
| Master's+ 60  | \$898                    |
| Doctorate     | \$936                    |

- \* Compensation for portions of an instructional hour shall be computed by multiplying the rate for one instructional hour by the appropriate fraction to be paid of the instructional hour.

**G. Individualized Study (Effective 8/16/19)**

Full-time professors will be paid \$125 per contact hour per student for Individualized Study. A maximum of \$4,500, is permitted per semester for a faculty member. (Note: \$200 will be paid to faculty who have only one (1) contact hour for a semester of individualized study.

**H. Faculty Senate President**

(effective the 2023-24 academic year) receives three (3) contact hours of reassigned time in both Fall and Spring Semesters. Non-teaching faculty will receive the equivalent of three (3) credit-hours of overload per the overload chart in Appendix A Wage and Salary Schedule.

**I. Online Course Development Payment**

The following is done in collaboration and agreement between the Academic Dean/Supervising Administrator, department chair, and faculty member:

1. The College will pay faculty who have completed the QM Peer Review Certification Course a stipend of \$450 for each QM Peer Review of FSW courses they complete.
2. The College will pay faculty a \$1,000 stipend for the rights to distribute a departmental course that passes the FSW internal quality review.
3. The College will pay faculty who further develop a departmental course to receive Quality Matters certification an additional stipend of \$500.

**J. Standing Committee Chairs** will receive three (3) hours of reassigned time per semester - Fall and Spring

**K. Retirement** – the College will provide up to a 3% match to employee’s contribution for regular full-time faculty to their 403B retirement account if employee chooses to participate.

## APPENDIX B – FACULTY EVALUATION

### Faculty Self-Evaluation (Form #1)

|                         |                    |
|-------------------------|--------------------|
| <b>Faculty Name:</b>    | <b>Department:</b> |
| <b>Evaluation Year:</b> |                    |

Evaluate your overall performance in each by placing an “X” in the applicable area. Additionally, include narratives and supporting details as requested. (Number of pages attached to this form \_\_\_\_\_)

| Category  | Percentage selected | Exceeds Expectations<br>(3 points) | Meets Expectations<br>(2 points) | Needs Improvement<br>(1 point) |
|---|---------------------|------------------------------------|----------------------------------|--------------------------------|
| <b>Teaching and Instruction</b><br>(50-60%)                 |                     |                                    |                                  |                                |
| <b>Professional Development and Scholarship</b><br>(20-30%) |                     |                                    |                                  |                                |
| <b>College and Community Service</b><br>(15-20%)            |                     |                                    |                                  |                                |
| <b>Total</b>  | 100%                |                                    |                                  |                                |
| <b>Faculty Member Signature:</b>                            |                     |                                    | <b>Date:</b>                     |                                |

### SELF REFLECTIVE NARRATIVE EVALUATION

For each area listed below, you need to write a self-reflective narrative supporting your self-evaluation rating. Teaching and Instruction now includes Instructional Performance/Student Success well as Material Preparation and Relevancy and Record Keeping and Instructional Management. Your self-evaluation for Teaching and Instruction should mention how well you performed your duties in all three areas. Include references to student success data and SOS results under Instructional Performance and Student Success.

- 1. TEACHING AND INSTRUCTION SELF-REFLECTIVE NARRATIVE**  
(ADDRESS INSTRUCTIONAL PERFORMANCE AND STUDENT SUCCESS; MATERIAL PREPARATION AND RELEVANCY AND RECORD KEEPING AND INSTRUCTIONAL MANAGEMENT)
  - 2. PROFESSIONAL DEVELOPMENT AND SCHOLARSHIP**
  - 3. COLLEGE AND COMMUNITY SERVICE**
-

**Faculty Goal Setting and Weights (Form #3)**

|                         |                                   |
|-------------------------|-----------------------------------|
| <b>Faculty Name:</b>    | <b>Department:</b>                |
| <b>Evaluation Year:</b> | Goals for Next Evaluation Period: |

**GOALS FOR THE NEXT ACADEMIC YEAR**

BRIEFLY LIST THE SPECIFIC GOALS YOU PLAN TO ACCOMPLISH IN THE NEXT ACADEMIC YEAR BASED ON YOUR SELF-EVALUATION IN TEACHING AND INSTRUCTION, PROFESSIONAL DEVELOPMENT, AND SERVICE IN YOUR MOST RECENT EVALUATION.

- 1. GOALS FOR TEACHING AND INSTRUCTION (INCLUDE ALL THREE SUB-AREAS)**
- 2. GOALS FOR PROFESSIONAL DEVELOPMENT AND SCHOLARSHIP**
- 3. GOALS FOR COLLEGE AND COMMUNITY SERVICE**

| <b>Category</b>  | <b>Percentage selected</b> |
|--|----------------------------|
| <b>Teaching and Instruction<br/>(50-60%)</b>                 |                            |
| <b>Professional Development and Scholarship<br/>(20-30%)</b> |                            |
| <b>College and Community Service<br/>(15-20%)</b>            |                            |
| <b>Total</b>   | 100%                       |

|  |       |
|--|-------|
| Faculty Member Signature:                          | Date: |
| Academic Dean/Supervising Administrator Signature: | Date: |

**Supervisor Evaluation (Form #2)**

|                  |                  |
|------------------|------------------|
| Faculty Name:    | Department:      |
| Evaluation Year: | Supervisor Name: |

Evaluate your overall assessment of faculty performance in each by placing an “X” in the applicable area. Additionally, include narratives and supporting details as requested.

**NARRATIVE EVALUATION**

For each area listed below, the academic dean/supervising administrator will write a narrative supporting his or her evaluation rating in each of the three areas listed below: Teaching and Instruction now includes Instructional Performance/Student Success as well as Material Preparation and Relevancy and Record Keeping and Instructional Management. The academic dean/supervising administrator’s evaluation for Teaching and Instruction should mention how well the faculty member performed his or her duties in all three areas.

**1. TEACHING AND INSTRUCTION NARRATIVE**

ADDRESS INSTRUCTIONAL PERFORMANCE AND STUDENT SUCCESS; MATERIAL PREPARATION AND RELEVANCY AND RECORD KEEPING AND INSTRUCTIONAL MANAGEMENT)

**2. PROFESSIONAL DEVELOPMENT AND SCHOLARSHIP**

**3. COLLEGE AND COMMUNITY SERVICE**

|  |       |
|--|-------|
| Has this evaluation been discussed with the faculty member? <input type="checkbox"/> Yes <input type="checkbox"/> No |       |
| Faculty Member Signature:  | Date: |
| Academic Dean/Supervising Administrator Signature:   | Date: |

Faculty member’s signature does not mean he or she agrees with the evaluation and he/she maintains the right to provide additional comments as stated in the FEP guidelines.

## Student Opinion Survey

1. I missed class \_\_\_\_\_.  
Never    Once    Twice    Three times    Four or more times
2. I completed assignments on time.  
Always    Never    Once    Twice    Three times    Four or more times
3. I contacted my instructor outside of class time when I needed help.  
Never    Once    Twice    Three times    Four or more times    Not applicable
4. I spent \_\_\_\_\_ hours per week studying and/or preparing for this class (not including class time). 0-3    4-8    9-14    more than 14 hours per week
5. I believe I will receive a grade of \_\_\_\_\_ in this class. A    B    C    D    F    or \_\_\_\_Pass  
      \_\_\_\_Fail
6. I missed \_\_\_\_\_ assignments. Never    Once    Twice    Three times    Four or more times

### **About the Instruction**

7. The course helped me to improve my understanding of and/ or skills in the subject.  
Strongly agree            Agree                            Disagree                            Strongly disagree
8. My professor is helpful when I have questions or need help.  
Strongly agree            Agree                            Disagree                            Strongly disagree
- 9.
10. My professor gives feedback/returns assignments (tests, written assignments, quizzes, lab reports, etc.) in time for me to improve for future assignments.  
Strongly agree            Agree                            Disagree                            Strongly disagree
11. My professor created a positive academic environment where I was comfortable to ask questions.  
Strongly agree            Agree                            Disagree                            Strongly disagree
12. The tests, written assignments, homework, observations, etc., reflected the course content.  
Strongly agree            Agree                            Disagree                            Strongly disagree
13. The course materials (textbooks, online websites, lecture notes, handouts, etc.) were helpful.  
Strongly agree            Agree                            Disagree                            Strongly disagree
14. The course activities (assignments, labs, projects, etc.) helped me learn.  
Strongly agree            Agree                            Disagree                            Strongly disagree    Not applicable
15. My professor was knowledgeable about the subject matter.  
Strongly agree            Agree                            Disagree                            Strongly disagree

16. The grading criteria and instructor's policies were provided.  
Strongly agree      Agree      Disagree      Strongly disagree

**Open-ended questions**

17. What is educationally was most beneficial about this class?

18. What additional comments or suggestions would you like to provide?

**FACULTY EVALUATION**  
**Performance Improvement Plan – (Form #4)**  
 (To be filled out by Dean/Supervising Administrator)

**Section 1 – Faculty Data**

|   |                                |                   |
|---|--------------------------------|-------------------|
| <b>Faculty Name:</b>                          | <b>Department:</b>             | <b>Banner ID:</b> |
| <b>Dean/Supervising Administrator's Name:</b> | <b>Period of Review: From:</b> | <b>To:</b>        |

**Section 2 – Please check which critical success factors require improvement.**

- Teaching                       Professional Development                       College Service  
 Student Evaluations                       Classroom Management                       Content Knowledge  
 Other (*explain*) \_\_\_\_\_

**Section 3 – State why the critical success factors are not on target and why Performance Improvement Plan (PIP) is necessary.**

**Section 4 – Identify the problem, performance issue, and/or behavior to be corrected.**

**Section 5 – Explain what must happen and how performance will be measured.**

**Section 6 – Identify how long the PIP will be in effect.**

**Section 7 – Describe the consequences if performance is not successfully improved.**

**Section 8 – Next meeting date, comments and signatures.**

The Dean/Supervising Administrator will meet on or about \_\_\_\_\_ to discuss progress toward expectations.

**Faculty Comments:**

**Signatures:**

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

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

\_\_\_\_\_  
**Dean/Supervising Administrator**

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

\_\_\_\_\_  
**Provost**

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

**A copy of this form will be placed in the faculty member's personnel file.**



# **APPENDIX D – Department Chairs & Coordinators**

## **Section 1 Department Chairs**

The Office of the Vice President of Academic Affairs will provide training for first-time Chairs within their first semester of service as well as continuing administrative professional development training for continuing Chairs. Only full-time faculty on continuing contract are eligible for the position of Chair. In those rare cases of few eligible continuing contract faculty in a department, the Provost may authorize eligibility for non-continuing contract faculty. A part-time instructor may be appointed only if there is not a qualified full-time faculty member available or willing to accept the assignment. Chairs report to the appropriate Academic Dean/Supervising Administrator.

## **Section 2 Election of Department Chairs**

### **Eligibility**

To be a nominee the faculty member must be a full-time faculty member from the department that they will serve as department chair. In programs where accreditation standards have specific requirements for faculty leadership, nominees must meet those requirements. The Academic Dean/Supervising Administrator will maintain a list of the primary department of assignment for all full-time faculty within their school.

### **Nominations**

Faculty members may nominate faculty as well as nominating themselves to serve as Department Chairs. Nominations should be forwarded to the Academic Dean//Supervising Administrator in writing by December 1<sup>st</sup> for review and approval of the candidates. In cases where faculty who have been nominated but not included on the ballot, a letter of explanation (email is sufficient) will be provided by the Academic Dean/Supervising Administrator to that faculty member.

The Academic Dean/Supervising Administrator will move forward an approved list of eligible candidates for election by January 15<sup>th</sup> to the most senior member of the department not nominated for consideration who will then conduct the election by anonymous ballot.

### **Voting**

All full-time faculty (annual and continuing contract) will be eligible to vote for a Chair in their department of assignment. If there is only one candidate for chair, that candidate will be recommended by acclamation to the Vice President of Academic Affairs and no vote is required.

### **Results**

Results of the election will be sent to the Academic Dean/Supervising Administrator by February 1<sup>st</sup> who forwards them to the Vice President of Academic Affairs no later than February 7<sup>th</sup> for final approval of the results.

### **Terms of Appointment**

All appointments shall be effective August 1<sup>st</sup> and will continue for three (3) years culminating on July 31<sup>st</sup> of the third year. A faculty member may only be elected for two (2) consecutive terms. The Vice President of Academic Affairs may approve a faculty member to serve for more than two (2) consecutive terms.

## **Section 3 Temporary/Extended Vacancy of Department Chair**

In the event of a temporary vacancy of up to twelve weeks (12) in the position of Chair, the Academic Dean/Supervising Administrator or the Vice President of Academic Affairs may appoint a temporary

Chair to serve until the Chair is able to resume his/her duties. If it becomes apparent that the vacancy will exceed twelve (12) weeks or is due to a resignation of the department chair, an election will be held as soon as reasonably possible using the steps noted in Section 2 above.

#### Section 4 Evaluation of Department Chair

Each Chair will be evaluated each spring by the Dean and Vice President of Academic Affairs on the performance of their administrative duties. Faculty will evaluate the Chair using an assessment instrument aligned with the related job duties. Evaluations will contain a summative measure of Exceeds Requirements, Meets Requirements, or Does Not Meet Requirements. The Vice President of Academic Affairs may decide to remove a Chair who has been evaluated as Does Not Meet Requirements and such removal may not be grieved under the terms of this agreement. A replacement will be selected per Section 2 above.

#### Section 5 Reassigned Time and Stipend

| Department                             | Reassign<br>Fall/Spr | Stipend (per<br>year) |
|--|----------------------|-----------------------|
| Social Sciences                        | 3/3                  | \$3,000               |
| English                                | 3/3                  | \$3,000               |
| Math                                   | 3/3                  | \$3,000               |
| Humanities                             | 3/3                  | \$3,000               |
| Arts                                   | 3/3                  | \$3,000               |
| Biological Sciences                    | 3/3                  | \$3,000               |
| Physical Sciences                      | 3/3                  | \$3,000               |
| Elementary Ed                          | 3/3                  | \$3,000               |
| Academic Success                       | 3/3                  | \$3,000               |
| Nursing                                | 3/3                  | \$3,000               |
| Communication Studies                  | 3/3                  | \$3,000               |
| Accounting & Business                  | 3/3                  | \$3,000               |
| Paralegal/Architecture                 | 3/3                  | \$3,000               |
| Criminal Justice                       | 3/3                  | \$3,000               |
| Network-Programming/Technical Programs | 3/3                  | \$3,000               |
| Libraries                              |                      | \$3,000               |

#### Section 6 Summer Assignments

Based on College needs a Chair who is required to work during summer will have assignment dates and payment according to the chart below. The Department Chair and Academic Dean/Supervising Administrator will decide collaboratively on the assignment of summer by the end of the preceding fall semester.

| Required Assignment 1   | Stipend |
|---|---------|
| 2 working days before the start of Summer A and Summer B  | \$3,000 |
| 1 <sup>st</sup> day of classes for Summer A and Summer B  |         |
| 9 working days prior to the first faculty duty day in the Fall semester   |         |
| Work day = 8:30a.m.-4:30p.m.  |         |
| Aside from the dates and times noted above, faculty will perform other duties as they deem necessary. Deans and faculty may agree to adjust days and times where appropriate. |         |

| <b>Required Assignment 2</b>   | <b>Stipend</b> |
|--|----------------|
| 7 working days of which 5 must be before the first faculty duty day in the Fall semester | \$1,500        |

**Section 7 Coordinators**

Coordinator assignments can be requested by an Academic Dean/Supervising Administrator and created by the Vice President of Academic Affairs when needed. If there are multiple faculty members interested in the position an election may be held. A part- time instructor shall be appointed only if there is not a qualified full-time faculty member available or willing to accept the assignment.

The duties and compensation of the Coordinator shall be listed in writing and agreed to by the Vice President of Academic Affairs and the FSWFF before the assignment begins. Compensation of up to six (6) hour(s) of reassigned time fall and spring semesters, and the assignment is not to exceed one (1) year but may be renewable on an annual basis.