

Collective Bargaining Agreement and Associated Policies 2020-2023

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STATE COLLEGE

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2020-2023 Collective Bargaining Agreement

Memoranda of Understanding

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Collective Bargaining Agreement

between the

Pasco-Hernando State College Board of Trustees

and the

United Faculty of Florida, Pasco-Hernando State College Chapter

2020-2023

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Article 1. Recognition

The Pasco-Hernando State College Board of Trustees recognizes the United Faculty of Florida as the sole and exclusive collective bargaining agent for those faculty members of Pasco-Hernando State College ("College") certified by the Florida Public Employee Relations Commission No. 1930, issued April 27, 2018, in all matters concerning wages, hours, and terms and conditions of employment and any other mutually agreeable subjects of collective bargaining. The Board agrees not to negotiate with or otherwise recognize any organization purporting to represent employees of this bargaining unit for purposes of collective bargaining other than the Union. The Union agrees to refrain from negotiating directly with the Board of Trustees as to collective bargaining or the handling of grievances and disputes.

Article 2. General Provisions

Section 2.1. Duration of Agreement

- A. This Agreement shall be effective when ratified by both parties and shall remain in force and effect through June 30, 2023.
- B. Each party shall be entitled to open Article 10 (Compensation) and/or three other articles of its choice for the 2020-2021, 2021-2022, and 2022-2023 contract years. Additional articles may be opened only with the mutual agreement of the parties except where specified otherwise elsewhere in this Agreement.

Section 2.2. Supremacy and Severability

- A. This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures of the Board with which it may conflict.
- B. If this Agreement or any of its terms is determined by a court of competent jurisdiction to be in conflict with applicable law, that portion of this Agreement shall be null and void, but the remainder of this Agreement shall remain in full force and effect with it being presumed that the intent was to enter into this Agreement without such invalid portion or portions.
- C. At the request of either party, should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated in accordance with Chapter 447 of the Florida Statutes.

Section 2.3. Non-Assignment

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

Section 2.4. Waiver

Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform it at any time thereafter, nor shall the waiver of any alleged breach of a provision of this Agreement be construed as a waiver of said provision thereafter.

Section 2.5. Non-Discrimination

- A. The Employer shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of the Union. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or subjected to interference.
- B. Neither the Employer nor the Union shall discriminate against employees based on race, color, religion, national origin, ethnicity, sex, pregnancy, age, disability, marital status, veteran status, credit history, sexual orientation, gender identity, or genetic information, or political affiliation.
- C. Nothing in this Agreement shall be construed to deny or restrict members of the Union's bargaining unit any rights they may have under applicable state or federal laws or regulations. A member of the bargaining unit who elects to pursue a discrimination claim by filing applicable administrative charges or judicial action shall be deemed to have waived his or her right to file a grievance alleging a violation of this Article, and any such grievance shall be deemed withdrawn. However, such filing shall not be deemed a waiver of the right of other members of the bargaining unit, or of the Union on their behalf, to file such a grievance; provided that any bargaining unit member who has filed administrative charges

or judicial action shall be precluded from receiving any relief recovered as a result of a grievance filed by another member or by the Union.

- D. All references in this Agreement to employees of a particular gender are used for convenience only and shall be construed to include all employees, regardless of gender.

Section 2.6. Contract Printing and Distribution

The employer shall make an electronic version of the Agreement available on the College website.

Section 2.7. Strikes and Strike-Related Activity

The parties recognize and acknowledge that, as set forth in Section 447.203(6), 447.501(2)(e)-(f), 447.505, 447.507, and 447.509 of the Florida Statutes, strikes and strike-related activity in public-sector employment is expressly prohibited by Florida law. The Union agrees that it shall not instigate, authorize, or otherwise endorse any strike or strike-related activity prohibited by Florida law. In the event of an alleged violation of the statutory provisions referenced in this section, the Employer may seek any relief available to it in the circuit courts, as provided by Section 447.507 of the Florida Statutes.

Article 3. Union Rights

Section 3.1. Dues Deduction

As of October 2023, payroll dues deduction is in litigation with the State of Florida. To learn about dues payment, visit www.uff-phsc.org

- A. The Administration agrees to deduct Union dues from the wages of those employees who have completed written authorization for such deductions.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to both the Union and the Board. The notice must be received by both the Union and the Board at least thirty (30) days prior to the effective date of the cancellation.
- C. Upon request, and no more frequently than once per fiscal year, the Employer shall furnish to the Union payroll records sufficient for the Union to verify accurate deduction of Union dues. Upon demonstration by the Union within 5 days that dues were incorrectly deducted from one or more of its members, within 30 calendar days the Employer shall commence accurately deducting or withholding from the member's paycheck sufficient union dues to prospectively make the Union or affected employee(s) whole. Should the Employer fail to accurately deduct dues in the following paycheck run, it shall be held liable and shall make the Union or affected employee(s) whole.
- D. Except as specifically outlined in paragraph C above, the Union agrees to indemnify and hold the Employer harmless from any and all claims, demands, fees, or expenses related in any way to the Employer's deduction of Union dues.
- E. Under no circumstances will the Employer be obligated to deduct from an employee's salary any fines, penalties, or special assessments.

Section 3.2. Use of Facilities

- A. The Employer shall make available to the Union the use of College facilities on the same basis as the facilities are made available to third party organizations, provided that the Union complies with the same request and approval process applicable to third parties and in place at the time of the request. Such requests will be approved when space is available, and notice of approval or denial shall be promptly given after a determination can be made regarding availability. Notwithstanding any fee charged to other third-party organizations, the Employer agrees not to charge the Union a fee for routine use of its facilities for its regular Union business meetings.
- B. The Union shall have the right to use without cost the internal College mail system, including e-mail, solely to provide notice of the date, time, and location of union meetings to members of its bargaining unit. Such notice shall be provided concurrently to the College President and Executive Vice President and Chief Academic Officer/College Provost.
- C. The Administration shall provide the Union access to a 3'x5' bulletin board on each campus, in a work area determined by the Employer, for the exclusive use of the Union for the posting of notices of Union meetings and official Union business; however, nothing shall be posted which contains foul or abusive language; political advertisements or endorsements, business advertisements, personal solicitation, or any matter that is detrimental to any individuals or to the Employer. A copy of any materials to be posted on the bulletin board as specified above shall be sent to the College President at the time of such postings. All notices shall be signed by an authorized Union representative.

- D. On request, the College's online Directory shall include an entry for the Union with an e-mail address and phone number designated by the Union President.

Section 3.3. Union Office

Subject at all times to availability and location, as determined by the Employer, the Employer agrees to provide rental office space to the Union for its exclusive use at a cost of \$100 per month or \$400 per semester. No more than one such office may be rented at any one time.

Section 3.4. Access to Faculty

- A. If the College conducts a campus-wide or College-wide orientation for newly employed faculty, the Union may, at its sole discretion, provide a packet of information to be distributed with orientation materials. The Administration will notify the Union of the date of such orientation and number of participants not less than 2 weeks prior to the orientation.
- B. If the College conducts a campus-wide or district-wide meeting, in-service, or professional development day or event for faculty members, the Union may, on request, be provided, when available, with a physical space in close proximity to the location of the event to meet with faculty who voluntarily elect to attend and distribute materials. In the event the Union wishes to hold a faculty meeting during such a day or event as described above, the College shall include notification of the Union's voluntary meeting in the program of events upon request by the Union, provided that the Union's meeting shall not be deemed to be a part of the College's agenda for the meeting or event or in conflict with required meetings/professional development.
- C. On All College Day, the Union may, on request and subject to available space, hold a voluntary meeting to discuss union business.

Section 3.5. Access to Information

- A. The Employer shall furnish to the Union, upon request, any available information in its possession or custody, to the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, which is pertinent to the Union's fulfillment of its role as the certified bargaining agent. **Government in the Sunshine Manual**
- B. To the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, the Employer agrees to furnish the Union upon request the following items without cost:
1. The College Operating Budget and any amendments or changes thereto, concurrent with their submission to the Board;
 2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations, concurrent with their submission to the Board;
 3. The minutes of each regular and special Board meeting and Board workshop, concurrent with their submission to the Board;
 4. Information, upon request, concerning the College's financial activities;
 5. The Annual Financial Report, concurrent with its submission to the Florida Auditor General;

6. A document containing an updated list of members of the Union's bargaining unit including the following information for each such member:
 - a. Name
 - b. Department, e-mail address, home address, campus address and phone number
 - c. Date of birth
 - d. Date of hire
 - e. Date of entry into the Union's bargaining unit
 - f. Date of tenure award if applicable
 - g. Years of experience credited for salary
 - h. Degree status
 - i. Base salary
 - j. Any supplemental salaries
 - k. Accrued paid leave
7. All policies, procedures, employee handbooks relevant to members of the Union's bargaining unit, student handbooks, and any amendments or changes thereto, concurrent with their publication to administrators or on the College's website.
- C. To the extent that any of the information requested is available on the College's internet or intranet sites, the parties agree that the Employer may satisfy its obligation under this Article by directing the Union to the applicable electronic location.
- D. The parties recognize that the time to respond to an information request will necessarily be dependent on the nature, volume, and format of the information requested. The Employer will endeavor to provide the records requested by the Union in a prompt manner and ordinarily within 10 days. In the event that the Employer cannot fulfill the request within 10 days, it will notify the Union at its earliest opportunity, provide an anticipated timeline for fulfilling the request, and, at the Union's option, discuss any alternatives to streamline the request or response.
- E. The question of whether particular information requested by the Union is in the public record shall not be subject to arbitration.

Section 3.6. Consultation with the College President

Upon request, the College President will meet once per year with the Union to consult on matters of concern at a time convenient to both parties. Additional meetings between the Union and the College President or his or her designee shall occur upon request. Such meetings shall not be construed as a substitute for the collective bargaining process or the grievance procedure.

Article 4. Management Rights

- A. The management of the College and the direction of its work force shall be vested exclusively in the College, subject only to such limitations expressly set forth in this Agreement. Except as limited by a specific and express term of this Agreement, the College hereby retains and reserves to itself all unilateral rights, powers, authority, duties, and responsibilities conferred on it by Section 447.209 of the Florida Statutes, including, but not limited to:
1. To establish educational policies and procedures and to ensure the rights and educational opportunities of students;
 2. To manage and administratively control the College and its facilities;
 3. To hire all faculty and staff;
 4. To determine the time and hours of operation;
 5. To determine the kinds and levels of services to be provided and the methods and means of providing those services;
 6. To determine staffing patterns;
 7. To determine the number and classification of personnel needed;
 8. To control and regulate the use of machinery, facilities, equipment, and other property of the College;
 9. To determine, establish, increase, reduce, or eliminate the number, location, and operation of campuses, programs, departments, divisions, and all other units of the College;
 10. To establish budget procedures and determine budgetary allocations;
 11. To determine the methods of raising and using revenue;
 12. To take action on any matter in response to an emergency;
 13. To schedule classes and to assign faculty to meet the needs of the students, the community, and the College;
 14. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices not inconsistent with this Agreement.
- B. The exercise of such management rights shall not preclude the faculty or Union from raising grievances should decisions on the above matters have the practical consequence of violating the express terms and conditions of this Agreement. Furthermore, nothing in this Article shall be construed as limiting the Union's right to bargain the impacts of decisions made within the scope of management rights on wages, hours, and terms and conditions of employment.
- C. The parties agree that disputes regarding the Employer's obligation to bargain with the Union shall not be subject to the grievance and arbitration procedure but shall be subject exclusively to the procedures and remedies set forth in Section 447.501 of the Florida Statutes.

Article 5. Grievance Procedure

Section 5.1. Purpose

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. The purpose of this procedure is to secure prompt, just, and efficient resolution of grievances. The parties agree that grievances should be resolved at the lowest possible level. To these ends, the parties shall make available to one another all known facts and information pertinent to any pending grievance, without cost, to facilitate resolution of grievances. This procedure shall be the sole and exclusive method of resolving all grievances that arise under this Agreement.

Section 5.2. Definitions

- A. Grievance – an alleged violation by the Administration or one of its agents or representatives of one or more articles or sections of this Agreement which are not expressly excluded from forming the basis of a grievance.
- B. Grievant – the member(s) of the Union’s bargaining unit, or the Union itself, alleging a grievance.
- C. Grievance Form – the form provided in Appendix 1 to be used for all filings, responses, and escalations of grievances. The Grievance Form shall include a statement of the grievance and the facts involved, the specific article(s) and/or section(s) of this Agreement alleged to have been violated, and the remedy requested. Neither the employer nor the union is required to process a grievance in the absence of a completed Grievance Form.
- D. Representative – an individual designated by the Union to represent and act for and on behalf of the grievant throughout the grievance procedure.
- E. Moving party – the Administration when the grievance challenges discipline, the Union otherwise. The moving party shall bear the burden of proof and shall be the first to present evidence in the event the grievance is moved to arbitration.

Section 5.3. Process

- A. Informal step: a grievant shall first informally discuss their grievance with their immediate supervisor when possible within 20 days of the decision or events giving rise to the grievance or the grievant’s knowledge of the decision or events giving rise to the grievance, whichever is later. If not satisfied at the outcome of the informal discussion, the grievant may file a formal Level 1 grievance with their immediate supervisor within 10 days of the date of the informal discussion.
- B. Level 1: upon receipt of the Grievance Form, the immediate supervisor shall have 10 days to provide a written disposition to the grievant sustaining or denying the grievance. If not satisfied at the outcome of Level 1, the grievant may appeal the decision by filing a Level 2 grievance within 10 days of the date of receipt of the Level I written disposition.
- C. Level 2: upon receipt of the Grievance Form, the Executive Vice President and Chief Academic Officer/College Provost shall have 10 days to meet with the grievant to discuss the appeal. The Executive Vice President and Chief Academic Officer/College Provost shall then have 10 days to provide a written disposition sustaining or denying the grievance in whole or in part. If not satisfied at the outcome of Level 2, the grievant may escalate to Level 3 within 10 days of the date of receipt of the Level 2 written disposition.

- D. Level 3: Upon receipt of the Grievance Form, the President may, but is not required, to request a meeting with the employee and/or Union representative. In any event, the President shall have 10 days to provide a written disposition sustaining or denying the grievance in whole or in part. If not satisfied at the outcome of Level 3, the grievant may escalate to arbitration within 10 days of the date of receipt of the Level 3 written disposition. Any objections to the arbitrability of a grievance must be expressly stated in the Level 3 written disposition.
- E. Arbitration: The final step of this grievance procedure is arbitration before a neutral third-party.
1. Once a grievance is escalated to Arbitration, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with the Federal Mediation and Conciliation Services (FMCS) for a panel of at least seven arbitrators with a business address within 125 miles of at least one of the College's campuses. The arbitration shall proceed according to the rules of the FMCS in all respects not inconsistent with this Agreement. In the event the parties select an arbitrator through striking of names, the party striking first shall be determined by a coin flip.
 2. Once selected, the arbitration will proceed in accordance with reasonable requests and orders of the arbitrator. The hearing shall be scheduled as soon as practicable and shall be held within either Pasco County or Hernando County, Florida, unless the parties mutually agree otherwise. The moving party shall be the first to present its case. Release time shall be granted to the grievant and to any witnesses called by the Union.
 3. Issues of arbitrability are within the sole jurisdiction of the arbitrator to resolve. When possible, the arbitrator shall conduct a hearing via conference call to determine arbitrability and shall issue a decision on arbitrability within 15 days. The 15 day timeframe may be extended by mutual agreement of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.
 4. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. Where an Administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute his or her judgment for that of the Administrator so long as the arbitrator finds that the exercise of discretion was not arbitrary or capricious. The arbitrator's jurisdiction shall be over the interpretation and application of this Collective Bargaining Agreement and documents referenced herein with respect to the issues submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.
 5. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties. In the interest of keeping such expenses to a minimum, it is the intent of the parties to keep the use of transcriptions by a court reporter to a minimum. The parties shall split the fees for a court reporter's appearance and transcript only when the parties mutually agree to the use of a court reporter, or the use of a court reporter is requested by the arbitrator. Each party shall itself bear the costs of preparing and presenting its case, such as expenses associated with witnesses, including expert witnesses, and attorneys' fees and expenses. Under no circumstances will either party be ordered to pay the attorneys' fees of the opposing party.

Section 5.4. Other Provisions

- A. A reasonable effort should be made to expedite the process before time limits are reached, however the time limit at each step is the maximum. Time limits may be extended by mutual agreement. Failure by a

grievant to submit, process, or advance the grievance within the time limits set forth in this Article shall constitute a withdrawal of the grievance. Failure by the administration to timely meet with a grievant or timely issue a written disposition regarding a grievance shall constitute a denial of the grievance at that step and shall trigger the timeline for the grievant to advance the grievance.

- B. A grievance may be withdrawn at any time during any step of the process. A grievance may be amended at any time during any step of the process up to the arbitrator's official appointment by submitting the amended grievance on the Grievance Form.
- C. If an individual faculty member attempts to file a grievance without a designated Union representative, the employer shall notify the Union as soon as practicable. Under no circumstance shall the employer permit an individual faculty member to access the grievance or arbitration mechanisms of this Agreement over the objections of the Union. The Union acknowledges the right of a bargaining unit employee who is not a member of the Union to submit a grievance to arbitration where the Union elects not to pursue arbitration on the employee's behalf for reason of the employee's status as a non-member of the Union. The Union must provide the employer with written assurance that it is declining to pursue arbitration solely due to the aggrieved employee's nonmember status. The outcome of any grievance in which the Union chooses not to intervene because of the employee's nonmember status shall create no practice or precedent with respect to the interpretation or application of this Agreement.
- D. If a grievance affects faculty members under multiple supervisors or arises out of a decision not within the power of a faculty member's immediate supervisor to alter, the grievant(s) may initiate the grievance process at Level 2.

Article 6. Reduction in Force

Section 6.1. General Provisions

- A. A reduction in force ("RIF" or "layoff") is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration's right under F.S. 447.209 to initiate layoffs, and the Union's right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs.
- B. The Administration will endeavor to provide six months' notice to the Union of an anticipated layoff, but in no event will provide less than 45 days prior notice. Following the notice and upon request from the Union, the parties will meet in reasonable times and places to generally discuss the decision and to negotiate any impacts.
- C. Any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the established ending date of his or her contract.
- D. No employee shall be subject to layoff while there is a vacancy in a comparable position for which the employee is credentialed and qualified. No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a comparable position for which the continuing contract employee is credentialed and qualified. Placement of an employee into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.
- E. An employee designated to be released from employment under this Article shall receive notice at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as the decision is made selecting the employee for layoff.

Section 6.2. Layoff Considerations

In the event of a layoff, the determination of which employees to retain and which employees to separate will be based on College needs and the qualifications of the employees in the academic unit or program affected, as evidenced by the following criteria ranked in descending order of importance:

1. Accreditation standards of appropriate agencies
2. Program and Area needs
3. Employee qualifications and credentials
4. Employee performance evaluations and length of service
5. Disciplinary history not reflected in any evaluation
6. Employee service to the College and other work history
7. Supervisory recommendation

Section 6.3. Recall

- A. For one year following layoff, faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant comparable position at the College for which they are credentialed and qualified.
- B. Recall of laid off faculty members shall abide by the following procedures:
 - 1. When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at their last known e-mail address, if the employee has provided the College with an email address.
 - 2. If one laid off employee applies for the comparable position who is credentialed and qualified, he or she shall be offered the position.
 - 3. In the event there is more than one such applicant, the position shall be offered to the applicant determined by the College to be best suited for the position according to the criteria set forth in Section 2.
 - 4. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. The Union shall be notified of all such offers of re-employment.
 - 5. If the offer of re-employment is rejected or the employee does not respond to the offer, the laid off employee shall receive no further recall consideration under this Article.
 - 6. If the offer of re-employment is accepted, the laid off employee shall resume at the same rank, the same contract status, and a salary no less than he or she held at the time of layoff.

Article 7. Faculty Evaluation

Section 7.1. General Provisions

- A. Pasco-Hernando State College supports a formalized system of performance evaluations for all employees. The evaluation of Faculty shall be the responsibility of PHSC administration.
- B. The purpose of faculty evaluations is to promote the highest quality student instruction and faculty job performance. No member of the UFF-PHSC bargaining unit shall be assigned to conduct an evaluation of another member of the UFF-PHSC bargaining unit.
- C. The recommendations and suggestions reflected on employee evaluation forms are designed to help employees improve their performance and the educational programs at the College. Supervisors are expected to monitor and provide feedback to their employees during the year to provide opportunities for employee improvement.
- D. Evaluations will be conducted by the faculty member's immediate supervisor. For faculty members who have both a primary and a secondary supervisor, input from both supervisors will be considered and included into a single overall evaluation form.
- E. Timeline. For all faculty, an evaluation will be conducted at least once per year. The Administration reserves the right to do additional evaluations for faculty on annual contract or where warranted by performance concerns. Each evaluation will cover the period since the previous evaluation.
- F. Evaluations will be written or electronic in form and format. When the Enterprise Resources Planning system is operational, the parties agree to convene a committee with an equal number of members appointed by the College and by the Union to review forms used in the evaluation process.

Section 7.2. Components of Faculty Evaluations

- A. Evaluations are conducted by the faculty member's immediate supervisor and consist of the following:
 - 1. Formal Observations from classroom visits documented on the appropriate form
 - 2. Faculty self-evaluation
 - 3. Student evaluations submitted on the appropriate form
 - 4. Review of Professional Development/Learning Plan (for non-Continuing Contract faculty)
 - 5. Final Written Evaluation
 - 6. Evaluation Conference
 - 7. Faculty responses (at the option of the faculty member)
 - 8. Any other information bearing on the faculty member's performance.

Section 7.3. Procedures

The faculty member's completed evaluation and written response, if any, shall be filed in the employee's Limited Access personnel file.

Article 8. Faculty Working Conditions

Section 8.1. Faculty Workweek

The workweek of a full-time instructional faculty member shall be thirty hours per week, excluding time for any extra pay courses. Each faculty member employed on a full-time basis must be on duty each duty day in a given term except for approved leave. Duty days may vary among faculty based on their instructional assignments and office hours as approved by their administrative supervisor. The equivalent of 15 hours per week shall be spent in course instruction. 10 hours per week shall be spent in office hours, or a number needed to bring the total hours spent in instruction and office hours to 25 per week, whichever is less. The remaining hours may be used to fulfill instructional and programmatic obligations as outlined in this Article, or for participation in meetings or other scheduled activities of the faculty member's department, division, or campus, or of the College itself. For post-secondary adult vocational or technical credit faculty member, a minimum of 20 hours per week for instruction and a minimum of 10 hours per week for office hours and for such activities as student appointments, committee meetings, and College activities is required.

Section 8.2. Course Scheduling

- A. Academic deans or campus associate deans, in coordination with campus provosts, department chairs, and program directors, are responsible for the assignment of all course sections. In so doing, scheduling preferences from faculty shall be solicited and considered. To ensure availability of courses for students, the College will honor faculty requests when possible.
- B. When assigning courses, the following order will be followed whenever possible:
 - 1. Full-time faculty for load
 - 2. Staff with instructional requirements as part of their job
 - 3. Full-time faculty extra-pay sections
 - 4. Professor Emeritus
 - 5. Administrator Emeritus
 - 6. Adjunct faculty

Unless circumstances otherwise dictate, the administration shall endeavor to assign overload courses and courses to part-time faculty after ensuring that each full-time faculty member has reached his or her full fifteen-hour teaching load.

- C. It is the responsibility of the Administration to assign faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional areas which meet the needs of students, subject to the provisions set forth above.
- D. Assignment of Online Course Sections. The developer (SME) of an online master course shall have first choice for assignment to up to two (2) online sections of the course per semester. The remaining sections shall then be distributed to those faculty expressing interest to fulfill their fifteen-hour teaching load. Full-time faculty may request a maximum of two online sections per semester for load, with the remainder taught in face-to-face sections unless the College waives that requirement for all faculty during a specific term. For courses in programs taught entirely online, more than two (2) online sections of a course may be assigned to an individual faculty member.

- E. Assignment of Overload Sections. Full-time faculty members who timely declare an interest in being assigned to extra-pay course sections shall have priority in assignment to such sections. Cancellation of a full-time faculty member's overload section shall not cause the full-time faculty member to displace an adjunct faculty member from another section. In instances where an adjunct section is not available, an overload course initially assigned to a full-time faculty member may be taken and reassigned to another full-time faculty member who is otherwise unable to make load.

Section 8.3. Standard Course Syllabus

The College shall finalize the Standard Course Syllabus for each course to be offered at least two weeks prior to the start of each term. In the unlikely event that the Employer, due to circumstances outside its control, is unable to finalize a syllabus at least two weeks prior to the term, the Employer will notify the faculty involved as soon it becomes apparent that the syllabus will not be timely completed, describe the circumstances leading to the delay, provide an anticipated date when it will be completed, and make any necessary arrangements with the faculty to finalize and distribute the standard course syllabus. If circumstances require the Employer to amend the Standard Course Syllabus after the semester has begun, the Employer will develop and disseminate a syllabus addendum to the faculty for distribution to students.

Section 8.4. Office Hours

- A. Office hours denote regularly-scheduled time periods during which faculty members are available for one-on-one or small group consultations with students in a non-classroom setting to provide instructional, program-related, or similar academic assistance to students on an as-needed basis. Instructional and office hours will be established at times to ensure optimal availability and accessibility by faculty to their students. Office hours may be conducted in any of the following venues:
1. The faculty member's assigned office;
 2. A classroom or other public location on the faculty member's campus;
 3. Online (maximum of four hours per week), with the advance approval of the faculty members' supervisor.
- B. Faculty members are generally expected to schedule office hours at dates and times appropriate to their class schedule. The location(s), time(s), and duration(s) of office hours shall be determined by the faculty member and approved by the supervisor. The supervising administrator may require adjustments where the proposed schedule does not reasonably provide opportunities for students to take advantage of office hours.
- C. A regular schedule of office hours shall be made available in writing to the faculty member's students and supervising administrator by the first day of class. The faculty member shall have the right to amend his or her regular schedule of office hours until the end of the first week of classes. Any deviations from the regular schedule shall be approved in advance by the faculty member's supervisor and thereafter made known to the faculty member's students as soon as is practicable.

Section 8.5. Accommodations

Upon receipt of notice from a student that disability accommodations are required, the faculty member will forward the notice to the Office of Student Accessibility Services as soon as possible under the circumstances. The Office of Student Accessibility Services will be responsible for determining what reasonable accommodations will be provided. Where appropriate, the Office of Student Accessibility Services may

consult with Faculty members to determine the appropriate accommodations. After receiving the official college form from the student of accommodation approval by Office of Student Accessibility Services, Faculty members are required to provide the accommodations. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of written or electronic notice.

Section 8.6. Course Load and Obligations

- A. All courses offered at the College will be designated as one of the following:
 - 1. Lecture
 - 2. Laboratory
 - 3. Clinical
 - 4. Distance Learning
 - 5. Independent Study Course/Directed Study Course.
- B. An instructional faculty member on a Basic Academic-Year Contract will fulfill his/her contractual obligation to the Board in accordance with Board Rules 3.06 and 3.07.

Section 8.7. Faculty Overloads

- A. Any bargaining unit member who desires an assignment to teach overload sections may, with the permission of his or her immediate supervisor, teach up to 11 college credit hours or six technical credit hours in any academic term. Under extenuating circumstances, the President or designee may approve additional courses in accordance with Board Rule 2.36. To request an assignment, the faculty member must submit a written request to the appropriate supervising administrator as applicable, with an informational copy to the Department Chair or Program Director as appropriate, prior to the established deadline for submission of the course schedule for publication each semester (usually the last Friday in March for fall and summer term course schedules and the first Friday in October for the spring term course schedule). Such requests will be fulfilled prior to making instructional assignments to adjunct faculty as provided below. If the need arises, the Administration may solicit volunteers for overload sections to meet the needs of the College.
- B. A faculty member on a Basic Academic-Year Contract who teaches in excess of 15 credit hours in either the fall or spring terms shall receive overload compensation as provided in the Supplemental Salary Schedule for Instruction-Credit.
- C. While overload sections are available to distribute, the following order will be followed when assigning full-time faculty to instruct course sections:
 - 1. Full-time faculty (for load). In determining which faculty member to assign an overload section, the College may consider any relevant criteria, including but not limited to the interested faculty members' experience, qualifications, performance, area of instruction/discipline, total overload credits, and previous overload assignments.
 - 2. Staff with instructional requirements as identified in their job description
 - 3. Full-time faculty extra-pay sections, in accordance with published deadlines
 - 4. Professor Emeritus, in accordance with Internal Management Memorandum #2-18
 - 5. Administrator Emeritus, in accordance with Internal Management Memorandum #2-29

6. Adjunct Faculty

- D. Full-time faculty shall have the first choice of assignment to extra-pay course sections, provided they declare those course sections by the published deadline. Further, full-time faculty may request additional online sections as overload courses once they have met their full-time teaching load. If the extra-pay course section(s) that a full-time faculty member has been assigned does/do not make, the full-time faculty member may not replace the section(s) that does/do not make with a section already assigned to an adjunct faculty member, unless approved by the appropriate administrative supervisor. In the event a full-time faculty member is unable to make load and there are no available adjunct sections to assign to the faculty member, extra pay courses initially assigned to another full-time faculty member may be reassigned to the faculty member who is unable to make load that term.

Section 8.8. Adjunct Summer Instructional Assignments

- A. A full-time faculty member who is completing or has completed his or her Basic Academic Year Contract obligations prior to or during the Summer Term may also request a teaching assignment during the summer.
- B. Priority for distribution of summer instructional assignments to full-time faculty will be as follows:
1. Full-time faculty. In the event that a summer instructional assignment is requested by multiple full-time faculty, the College will make the assignment based on any job-related criteria including the faculty members' experience, qualifications, performance, area of instruction/discipline, total summer assignments, other assigned job responsibilities, previous summer assignments, and seniority. In the event that all other job-related criteria are equal, seniority shall govern.
 2. Staff with instructional requirements as identified in their job description
 3. Professor Emeritus
 4. Administrator Emeritus
 5. Adjunct Faculty
- C. Compensation for summer instructional assignments shall be as provided in the Classification Plan & Salary Schedules for Overload/Adjunct.
- D. A full-time faculty member teaching summer instructional assignments will hold one office hour per week for each course taught. For online courses, the office hour for that course may be held online unless a student requests an in-person meeting, in which case the faculty member shall meet with the student in person.
- E.

Section 8.9. Substitute Teaching

- A. Upon the approval of the supervisor, with notification to the Campus Provost, each instructional faculty member may arrange for a substitute instructor from within the College faculty to be available on a temporary basis in the event the faculty member is absent for any reason. The employer reserves the right, in its sole discretion, to make all final determinations regarding whether to approve a substitute or to require a substitute in any instance.
- B. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the supervisor and Campus

Provost with an information-only copy to the Department Chairperson or Program Director showing a substitute instructor for each assigned section. It will be the responsibility of the unit member to notify the approved substitute instructor(s) and the supervisor and Campus Provost regarding any absences, whether planned or unplanned, unless circumstances beyond the control of the unit member prevent him/her from providing such notice. In cases of unplanned absences on the part of a unit member, the supervisor and/or Campus Provost may assist in the notification of substitute instructor(s).

- C. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to provide such service provided that no conflict in class schedules occurs as a consequence of the substitution. The parties recognize that in some infrequent instances, if approved by the supervisor or Campus Provost, special class work may be assigned to students during an instructor's absence, and that in such instances the services of a substitute instructor may not be required.

Section 8.10. Business and Professional Expenses

- A. The Administration will encourage each faculty member to attend internal and external professional development opportunities. If a faculty member's request to attend a professional development opportunity is approved, a faculty member will be reimbursed in accordance with, and subject to the limitations of, IMM No. 5-2.
- B. Faculty may use third-party applications, if they desire and at their own expense, to facilitate work phone calls originating from their personal phones.

Department Chairs MOU

Article 9. Compensation

Updated by previously ratified MOU. See Annual Compensation Plan (printed on blue paper)

Section 9.1. Classification Plan and Salary Schedules and Initial Placement of Newly-Hired Instructional Employees

- A. Employees hired during the term of this Agreement will be classified and paid according to the College's Classification Plan & Salary Schedule. The Classification and Salary Schedule for instructional employees will provide for minimum and maximum salaries for the following levels:

- Level 1: Faculty qualifying for the Level I shall hold a Doctorate Degree from an accredited institution with a major or minor in the subject area or in a field closely related to the subject area or in education. To be considered for a Level I, the person must have completed a minimum of five years of postsecondary teaching.
- Level 2: Faculty at this level will have earned a Master's Degree with a minimum of 18 graduate level semester hours in the actual teaching field.
- Level 2+15: Faculty considered for the Level II + 15 shall have earned at least 15 additional graduate semester hours beyond and subsequent to the awarding of the Master's Degree. The 15 hours should be in the teaching field, in general education administration, or in a subject area closely related to the teaching field, and in an organized program toward an advanced degree from an accredited institution.
- Level 2+30: Faculty considered for the Level II + 30 shall have earned at least 30 additional graduate hours beyond and subsequent to the awarding of the Master's Degree. These 30 hours should be in the teaching field, in general education administration, or in a subject area closely related to the teaching field, and in an organized program toward an advanced degree from an accredited institution.
- Level 3: Faculty at this level are normally instructional personnel in the career and technical program areas and may be required to have a Baccalaureate Degree in the area of specialization and/or comparable work experience. Certificates of proficiency in various industrial areas, licenses, and related seminars, workshops, and course work shall be considered in meeting teaching qualifications in the career and technical areas.

- B. In accordance with the Classification Plan and Salary Schedule, newly-hired employees will receive the minimum salary at the appropriate level, provided that employees will be eligible for credit of up to 8 years for prior full-time teaching and/or related work experience as follows:

1. Faculty hired at Pay Level III will be granted a 1% increase for each year of verified previous teaching/related work experience explained above, up to a maximum of 8% above the base for 8 years of previous experience;
2. Faculty hired at Pay Level II will be granted a 1.5% increase for each year of verified previous experience explained above, up to a maximum of 12% above the base for 8 years of previous experience;

3. Faculty hired at Pay Level II +15 will be granted a 1.75% increase for each year of verified previous experience explained above, up to a maximum of 14% above the base for 8 years of previous experience;
 4. Faculty hired at Pay Level II +30 will be granted a 2% increase for each year of verified previous experience explained above, up to a maximum of 16% above the base for 8 years of previous experience;
 5. Faculty hired at Pay Level I will be granted a 2.5% increase for each year of verified previous experience explained above, up to a maximum of 20% above the base for 8 years of previous work experience.
- C. For the 2019-2020 Academic Year, the Classification Plan & Salary Schedules salary ranges shall be as follows for 162 Duty Days:

| | <u>Minimum Salary</u> | <u>Maximum Salary</u> |
|-------------|-----------------------|-----------------------|
| Level 1: | \$47,544 | \$93,259 |
| Level 2+30: | \$46,631 | \$80,917 |
| Level 2+15: | \$44,287 | \$78,573 |
| Level 2: | \$41,144 | \$75,432 |
| Level 3: | \$36,572 | \$70,858 |

- D. For the 2019-2020 Academic Year, the Classification Plan & Salary Schedules salary ranges shall be as follows for 200 Duty Days:

| | <u>Minimum Salary</u> | <u>Maximum Salary</u> |
|-------------|-----------------------|-----------------------|
| Level 1: | \$58,696 | \$115,134 |
| Level 2+30: | \$57,570 | \$99,898 |
| Level 2+15: | \$54,676 | \$97,004 |
| Level 2: | \$50,758 | \$93,126 |
| Level 3: | \$45,150 | \$87,480 |

Section 9.2. Compensation for the 2020-2021 Academic Year

For the 2020-2021 Academic Year, bargaining unit members will not receive any wage increase or additional compensation. Notwithstanding, if the College provides an across-the-board wage increase or other compensation to all non-bargaining staff employees during the 2020-2021 Academic Year, bargaining unit members will be entitled to receive the equivalent compensation unless the Union notifies the College that it wishes to reopen Articles 9 and 10 for negotiations.

Section 9.3. Overload Compensation Rate

Compensation for overload assignments shall be paid in accordance with the 2018-2019 Classification Plan & Salary Schedules for Overload/Adjunct.

Section 9.4. Payroll Practices

- A. Faculty members shall receive their annual contract pay in 26 pay periods payable in equal biweekly installments beginning with the pay date immediately following the last pay date in the previous contract year. Employees who separate, for any reason, prior to fully completing any work associated with pay received shall reimburse the College for the overpayment. The College shall be authorized to withhold any and all pay, benefits, or remuneration otherwise due to the separating employee to satisfy this obligation.
- B. When a bi-weekly pay date would fall during winter break, the College will follow its past practice and employees shall instead receive the winter break paycheck before the College closes for winter break.
- C. Whenever practical and commencing after implementation of the new Enterprise Resource Planning system, an employee who teaches extra pay courses shall begin receiving payment for all such courses in the first paycheck dispensed after the first day of classes each semester.
- D. The College shall make the following payroll deductions to the extent required by law: federal withholding taxes, Federal Insurance Contributions Act taxes, Florida Retirement System contributions, other statutory deductions, Bencor National Government Employees Retirement Plan or any similar plan approved by the College (for applicable employees), and court-ordered deductions (e.g., garnishments for unpaid taxes, child/spousal support, etc.) upon receipt of a valid court order.
- E. The College shall make the following payroll deductions where authorized by the employee including, but not necessarily limited to: College-approved insurance plans, Suncoast Schools Federal Credit Union (if and to the extent permitted by the Credit Union), Association of Florida Colleges dues, College-approved 403(b) or 403(b)(7) tax-sheltered annuity, College-approved 457(b) deferred compensation plan, Pasco-Hernando State College Foundation, Inc., United Way Agencies, IRC Section 125 deductions (e.g., pre-tax payment of medical premiums, flexible spending arrangements for medical and dependent care reimbursement).

Article 10. Benefits

Section 10.1. Medical, Dental, Vision, Long-Term Care, and Cafeteria Plan Benefits.

- A. The employer will continue to make medical insurance options available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. In accordance with current practice, the employer will pay the premium for employee-only coverage and the employee will bear the cost of any dependent coverage.
- B. The employer will make dental insurance available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of any insurance selected.
- C. The employer will make a Vision Plan available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of any benefit selected.
- D. The College will make a Long-Term Care policy available for employees on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of the policy.
- E. In accordance with the College's current policy and practice, the employer will continue to make available a Section 125 cafeteria plan on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees.

Section 10.2. Life Insurance.

- A. In accordance with the College's current policy and practice, at no cost to the employee the College will continue to provide a Term life insurance policy with an Accidental Death and Dismemberment rider equal to the employee's salary rounded up to the next thousand and not to exceed \$125,000 and subject to a benefit reduction to 65% at age 70 and 50% at age 75.
- B. In addition, in accordance with the College's current policy and practice, the College will make available, at the employee's cost, supplement life insurance and AD&D insurance for up to three times the employee's annual salary, not to exceed \$500,000 and subject to benefit reductions to 65% at age 65, 50% at age 70, and 25% at age 75.

Section 10.3. EAP.

The employer will make available an Employee Assistance Program available to all bargaining unit members on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees.

Section 10.4. Retirement.

- A. Each bargaining unit member shall participate in the Florida Retirement System and the federal Social Security system. Bargaining unit members shall also have access to the Community College Optional Retirement Program (CCORP) in lieu of FRS at the option of the individual bargaining unit member.

- B. Each bargaining unit member shall have access to traditional and Roth 403(b) tax-sheltered annuity plans and a 457(b) deferred compensation plan. Participation is at the individual member's option and cost and contributions may be made through payroll deduction.

Section 10.5. Future Changes.

- A. The employer reserves the right to make future changes to the benefits, costs, and plans offered to employees under this Article, provided that such changes are made for non-bargaining unit employees as well, provided that the College will not change its current practice of paying for employee-only premiums for health insurance without negotiating such change in accordance with Chapter 447 of the Florida Statutes.
- B. In the event that the Florida College System Risk Management Consortium (FCS-RMC) decides to eliminate insurance plans currently available to College employees, the employer will notify the Union promptly after receiving such notice from the FCS-RMC. The Union will be afforded an opportunity to discuss any such change with the employer, to provide any input or information to the employer, and to seek clarification or additional information from the employer so that it may educate and guide its members. Notwithstanding, the parties agree that these discussions shall not delay the implementation of any changes required by the FCS-RMC.

Section 10.6. Benefits During Summer.

Full-time faculty who have been recommended and approved for employment for the subsequent academic year shall continue to receive all of the benefits guaranteed under this Article during the summer.

Article 11. Continuing Contract, Recertification, and Instructional Rank

Section 11.1. Continuing Contract

- A. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members who have completed five years of satisfactory faculty service and professional development at Pasco-Hernando State College with such service being continuous except for leave duly authorized and granted. Faculty members are expected to complete the requirements for continuing contract during their initial five years of continuous employment as a full-time faculty member with the College and will be subject to non-renewal of their annual contract if they fail to do so. Unless additional time is mandated by applicable law, Faculty members may be granted additional time not to exceed one additional year to complete the requirements due to extenuating circumstances and where requested and approved before expiration of the member's fifth year.
- B. **Portfolio Requirements.** Before their consideration for continuing contract, faculty members must demonstrate the above criteria through the presentation of a portfolio of accomplishments to be submitted to their academic dean for examination by a peer review committee in the middle of their fourth year of employment at the College.

The portfolio should contain the following elements:

1. Educational & Professional Background
 - Updated curriculum vitae
2. Individualized Learning Plan
 - This is the candidate's Professional Development Plan, which is written by the candidate in collaboration with his or her Dean and Provost. The plan should spell out what the faculty member expects to achieve during the pre-continuing contract process. The plan should also contain a roadmap of coursework and other requirements the candidate should complete prior to the granting of continuing contract. This plan should be completed during the first year of employment with the College.
3. Supporting Documentation for four Faculty Learning Outcomes (FLO), as follows:
 - a. Adequate Preparation
 - i. Faculty learning outcome statement
 - ii. Explanation of what the faculty candidate did to achieve the outcome (e.g. workshops, articles, etc.)
 - b. Appropriate Methods
 - i. Specific teaching methods, student learning activities, and assessment methods used and the procedures/steps followed to achieve the FLO
 - c. Significant Results
 - i. Supporting documentation (e.g. official transcripts, conference agendas, copies of published articles, etc.)
 - ii. Copies of student and administrative evaluations

d. Reflective Critique

- i. General Reflection: In general, candidate reflects on what was learned while completing the FLO and how this might improve future work (approximately ½ to 1 page).

Additionally, during each year of employment prior to being placed on continuing contract, the faculty member must provide his or her academic dean with an annual update to ensure that the member is on track to successfully complete the continuing contract requirements. The faculty member may satisfy this requirement by including this update on his or her annual self-evaluation form.

- C. Faculty members must receive the recommendation of the President and approval by the District Board of Trustees for a continuing contract based on successful performance of duties, demonstration of professional competence, and the needs of the College. To be considered for placement on continuing contract, full-time faculty members must present a portfolio of evidence that contains verification of the following:
1. Quantifiable measured effectiveness in the performance of faculty duties as indicated by achievement of faculty and student learning outcomes;
 2. Continuing professional development, as measured by any of the following:
 - Additional coursework
 - Licensure
 - Industry certifications, or
 - Other confirmation of advancement in one's field
 3. Currency and scope of subject matter knowledge, as evidenced by any of the following:
 - Coursework
 - Attendance and/or presentation at professional conferences
 - Publication in professional journals, or
 - Other proof of educational qualifications within one's area of expertise
 4. Relevant feedback from students, faculty, and employers of students through:
 - Student and administrative evaluations
 - Peer review, and
 - Input from advisory board members in cases where such feedback is available
 5. Satisfactory completion of the following:
 - The College's e-certification for Online Teaching and Model Course Development course offered by the Department of E-Learning and Instructional Technology, and
 - The Seminar in Community and State Colleges in Higher Education and the Seminar in College Teaching and Learning (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses) or, any equivalent graduate or undergraduate-level courses approved by the Executive Vice President and Chief Academic Officer/College Provost.
 6. Co-Curricular service to the department, College, and community.

Verification of the above criteria may also be demonstrated through such evidence as additional educational qualifications, documented learning gains of students in the faculty member's courses, continued success of those students in subsequent courses, and/or graduation and/or certification rates.

D. Timeline

1. By the end of the 1st week of semester 9 for fall hires and semester 10 for spring hires, the candidate will submit the portfolio to his or her Academic Dean.
2. By the end of the 7th week of that semester, the Academic Dean will notify the candidate in writing of any deficiencies in the portfolio and the documentation necessary to address such deficiencies, as identified by the Peer Review Committee.
3. By the end of the 10th week of that semester, the candidate may provide any additional documentation to the Peer Review Committee to address any questions or deficiencies.

During annual evaluation faculty and the Dean will discuss progress towards continuing contract requirements.

The following process shall apply to consideration for appointment to continuing contract:

| <u>Year</u> | <u>Portfolio Requirements</u> | <u>Due Date</u> |
|-------------|--|---|
| 1 | <p><u>Professional Development</u> Educational & Professional Background a. Updated Curriculum Vitae/Resume</p> <p>Individualized Learning Plan/Professional Development Plan consisting of a proposed Faculty Learning Outcomes (FLOs): a. Statement of learning outcome (what) b. Strategies/activities to accomplish learning outcomes (how) c. Evaluation method and supporting documents (measure) Reflection Critique of the learning experience (at portfolio submission)</p> <ul style="list-style-type: none"> • How your teaching evolved • How you maintained currency in your discipline • How you demonstrated engagement with the college and community <p><u>Teaching</u> Begin collection of supporting evidence of Relevant Feedback <ul style="list-style-type: none"> • Collect and analyze student evaluations • Collect administrator evaluation of faculty </p> <p><u>Co-Curricular Service/Campus Engagement</u> <ul style="list-style-type: none"> • Attend or present at All College Day (ACD) </p> | Discuss at end of 2nd semester evaluation |

| | | |
|---|--|---|
| 2 | <p><u>Professional Development</u> Satisfactory completion of a. and one course in b.</p> <ol style="list-style-type: none"> The College's e-certification for Online Teaching and Model Course Development course offered by the Department of Academic Technology, and *The Seminar in Community and State Colleges in Higher Education, and Seminar in College Teaching and Learning, (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses Maintain licensure or industry certification (where applicable) Serve on a college committee <p>*Or any equivalent graduate or undergraduate level courses approved by the Executive Vice President and Chief Academic Officer/College Provost</p> <p><u>Teaching</u> Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> Collect and analyze student evaluations Collect administrator evaluation of faculty <p><u>Co-Curricular Service/Campus Engagement</u></p> <ul style="list-style-type: none"> Attend or present at All College Day (ACD) | Discuss at end of 2nd semester evaluation |
| 3 | <p><u>Professional Development</u> Satisfactory completion of second course</p> <ol style="list-style-type: none"> *The Seminar in Community and State Colleges in Higher Education, and Seminar in College Teaching and Learning, (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses Maintain licensure or industry certification (where applicable) Serve on a college committee <p>*Or any equivalent graduate or undergraduate level courses approved by the Executive Vice President and Chief Academic Officer/College Provost</p> <p>Begin Collecting supporting evidence of Currency and Subject Matter Knowledge</p> <ul style="list-style-type: none"> Attend or present at a Professional Conference, or Present at Faculty Development Institute, or Professional publication, or Subject matter expert (SME) for model course, or development Other (in consultation with respective Division Dean) | Discuss at end of 2nd semester evaluation |

| | | |
|---|---|---|
| | <p><u>Teaching</u> Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> • Collect and analyze student evaluations • Collect administrator evaluation of faculty <p><u>Co-Curricular Service/Campus Engagement</u> Begin collecting supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> • Appointed to serve as online faculty mentor, or • Serve as a club advisor, or • Community outreach/service, or • Active participation in campus sponsored events, or • Serve as an advisory board member, • Attend or present at All College Day (ACD) | |
| 4 | <p><u>Professional Development</u></p> <ol style="list-style-type: none"> Maintain licensure or industry certification (where applicable) Serve on a college committee <p>Continue collecting supporting evidence of Currency and Subject Matter Knowledge</p> <ul style="list-style-type: none"> • Attend or present at a Professional Conference, or • Present at Faculty Development Institute, or • Professional publication, or • Subject matter expert (SME) for model course, or development • Other (in consultation with respective Division Dean) <p><u>Teaching</u> Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> • Collect and analyze student evaluations • Collect administrator evaluation of faculty <p><u>Co-Curricular Service/Campus Engagement</u> Continue collecting supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> • Appointed to serve as online faculty mentor, or • Serve as a club advisor, or • Community outreach/service, or • Active participation in campus sponsored events, or • Serve as an advisory board member, • Attend or present at All College Day (ACD) | Discuss at end of 2nd semester evaluation |
| 4 | <u>Begin to Assemble Portfolio for Submission</u> | |

| | | |
|---|--|--|
| 5 | <p><u>Professional Development</u></p> <ul style="list-style-type: none"> a. Maintain licensure or industry certification (where applicable) b. Serve on a college committee <p>Finalize collection of supporting evidence of currency and Subject Matter Knowledge</p> <ul style="list-style-type: none"> • Attend or present at a Professional Conference, or • Present at Faculty Development Institute, or • Professional publication, or • Subject matter expert (SME) for model course, or development • Other (in consultation with respective Division Dean) <p><u>Teaching</u></p> <p>Finalize collection of supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> • Collect and analyze student evaluations • Collect administrator evaluation of faculty <p><u>Co-Curricular Service/Campus Engagement</u></p> <p>Finalize collection of supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> • Appointed to serve as online faculty mentor, or • Serve as a club advisor, or • Community outreach/service, or • Active participation in campus sponsored events, or • Serve as an advisory board member, • Attend or present at All College Day (ACD) | <p>Discuss at end of 2nd semester evaluation</p> |
| 5 | <p style="text-align: center;">Complete/Submit Portfolio</p> <p>Include a summary narrative of your Faculty Learning Outcomes (FLOs):</p> <ul style="list-style-type: none"> a. Statement of learning outcome (what) b. Strategies/activities to accomplish learning outcomes (how) c. Evaluation method and supporting documents (measure) <p>Reflection Critique of your learning experience</p> <ul style="list-style-type: none"> • How your teaching evolved | <p>For fall hires submit in 9th semester</p> <p>For spring hires submit in 10th semester</p> |

E. **Portfolio Review.** By the end of the 1st week of the semester 9 for fall hires and semester 10 for spring hires, the candidate will submit the portfolio and official transcripts to his or her Academic Dean. The Dean will then appoint a peer review committee to review the faculty member's portfolio and to make a recommendation as to the faculty member's qualification for continuing contract.

F. **Peer Review Committee.**

1. The peer review committee will consist of the following:
 - Academic Dean of the candidate's division, Committee Chair
 - Department Chair/Program Coordinator of the candidate's department
 - One faculty member from the candidate's department (or Division if department faculty are unavailable)
 - One faculty member from another department
 - One faculty member from another campus, if necessary (different campus may already be represented by faculty members in the above categories)
 - One faculty member of the candidate's choosing
 - Campus Provost (EC/NC/PC/SH)
2. The peer review committee will review the portfolio submitted by the faculty member and the Committee Chair will make a recommendation to the Executive Vice President and Chief Academic Officer/College Provost, as to the faculty member's qualification for continuing contract, by the deadline date of April 20th. The Executive Vice President and Chief Academic Officer/College Provost will then submit a recommendation to the President. The President will make a final recommendation to the District Board of Trustees for continuing contract based on successful performance of duties, demonstration of professional competence, and the needs of the College.

G. **General Provisions**

1. The candidate for continuing contract will be notified in writing when the Dean provides a recommendation to the Executive Vice President and Chief Academic Officer/College Provost and thereafter when a recommendation regarding continuing contract status is forwarded to the President for consideration by the District Board of Trustees.
2. The candidate for continuing contract shall be notified in writing of the District Board of Trustees' approval or denial of continuing contract status within 10 working days of the Board's decision.
3. In accordance with Board Rule 2.23, a faculty member on continuing contract will be notified by April 1 of any recommendation to dismiss the faculty member or return the faculty member to annual contract status. In accordance with Board Rule 2.35, a faculty member on annual contract will be notified, no later than four weeks prior to expiration of the faculty member's annual contract, of any determination not to offer a new annual contract. Faculty members must notify the College by April 1 of any intention not to return for the upcoming academic year.

Section 11.2. Recertification

- A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. The responsibility for meeting these standards rests solely with the individual faculty member.

- B. Beginning with the date of hire into a full-time faculty position, each faculty member's certification period is a five-year period. The faculty-member's certification during his or her initial five years of employment will be deemed to have been met if the faculty member satisfies the criteria for award of a continuing contract. Thereafter, all faculty members will be required to recertify every five (5) years thereafter. Within each five-year period, faculty members must meet one of the following requirements:
1. Successful completion of six semester hours of graduate-level courses.
 2. Successful completion of nine semester hours of undergraduate-level courses.
 3. Participation in an approved combination of graduate and undergraduate coursework or in any of the following activities:
 - a. Non-college level courses, seminars, and workshops.
 - In-house courses, seminars, workshops, and similar activities presented as part of a Staff and Program Development (SPD) activity, such as *All College Day*, or as faculty/staff training qualify for recertification credit.
 - The College's alternative non-credit courses developed for continuing contract purposes for instructional personnel also qualify for recertification credit.
 - Non-college level courses, seminars, workshops, and similar activities held off-campus which relate to a primary or secondary field of employment also qualify for recertification credit.
 - Credit for seminars, workshops, and similar activities listed is computed on the basis of hours in attendance and as a proportion of the 45 contact hours required for a normal three semester credit graduate-level course. For example, 15 hours of meeting, seminar, or workshop attendance equates to one graduate credit.
 - b. Attendance at field-related (primary or secondary) presentations and seminars listed on the official program of an educational or professional convention is credited on the basis of the scheduled time for the event, i.e., only time in related meetings is applicable. A copy of the program is required as supporting documentation. The requestor has the responsibility for calculating and recording the number of hours spent at each different meeting. The activity for which certification credit is requested must have an apparent connection with enhancing the faculty member's knowledge, skills, or teaching ability in a primary or secondary discipline or vocation.
 - c. Up to 10 contact hours of PHSC Job Shadowing may be used. Each of these hours is counted as a workshop hour in subsection (i) above.
 - d. Publication of works in reputable journals and magazines or by reputable publishers, e.g., no vanity presses. These published works must clearly relate to the faculty member's discipline. A copy of the published work must accompany the recertification materials. The following guidelines are used with publications:
 - Works of less than 1,000 words, i.e., most poems, critical reviews, very short stories, and brief essays, count as the equivalent of three semester hours of undergraduate course credit. NOTE: "Op/ed" pieces or letters to the editor do not meet these guidelines.
 - Works of more than 1,000 words but less than book length, e.g., journal articles, book chapters, and short stories count as the equivalent of six semester hours of undergraduate course credit.
 - Works that are book-length count as the equivalent of nine semester hours of undergraduate course credit.

- e. With prior supervisor approval, faculty who are required to teach at least the equivalent of 15 semester hours per academic year, may earn up to 30 workshop hours toward recertification in a planned program of classroom observation at PHSC.
- f. Teaching one graduate level course at a regionally accredited college or university. **Hours of Credit:** Three graduate credit hours. **Documentation:** Letter from the institution's Department/Division and/or Registrar indicating that the individual is the instructor of record.
- g. Development of a new course or conversion of an existing course to a new medium. **Hours of credit:** Ten hours per credit. **Documentation:** The new or revised course materials as submitted to the supervisor will serve as documentation. Supervisor vouches that the individual did develop or revamp an existing course.
- h. Development of an on-line course. **Hours of Credit:** Ten hours per credit plus 15 hours for creating the web version of the course. If an existing on-line course is being revamped, then a total of 20 hours is credited. **Documentation:** Template containing hours for individual instruction of faculty and staff for on-line courses by the Associate Dean of E-Learning and Instructional Technology or similar documentation as is required to receive credit for development of a new course.
- i. Completion of one-year of service in an official capacity for a state or national professional organization, such as serving as president or chair of an on-going Committee, i.e., participation that requires a significant amount of time. **Hours of Credit:** Hours present at meetings. **Documentation:** Agenda
- j. Participation in Educators in the Workplace. **Hours of Credit:** One hour for each hour of participation. **Documentation:** Agenda(s), if available, and memos or other communication indicating where and when workplace visits occurred.
- k. Developing a new presentation and presenting at a regional, state, or national professional organization's meeting, with the approval of the program director or supervisor. **Hours of Credit:** One hour of each hour of presentation--plus the hours spent preparing the presentation. **Documentation:** Program's agenda and a log of the hours spent preparing for the presentation.
- l. Demonstrated participation in juried art shows, including fine arts or music, or in community groups related to one's discipline, e.g., the Community Band. **Hours of Credit:** One hour for each hour of participation. **Documentation:** Agenda or copy of program.
- m. Demonstrated completion of a grant proposal wherein a statement of need, program components to address the need, and an evaluation component are all present. **Hours of Credit:** Three undergraduate credit hours. **Documentation:** Participation in a grant proposal course/workshop for new writers. For veteran writers, a copy of the grant proposal and verification, by the Director of Institutional Research and Grants, that the required components are present.
- n. Engaging in community service activities that reflect the goals and directions of the college. **Hours of Credit:** One hour for each hour of participation. **Documentation:** For serving as a mentor/tutor, completion of the appropriate College form. For other activities, submit a form indicating the activity, the dates, and hours involved.
- o. Serving as an advisor for student clubs/organizations. **Hours of Credit:** One hour for each hour the club meets. **Documentation:** Club's agenda.

- p. Judging a science fair or other event. **Hours of Credit:** One hour for each hour of judging. **Documentation:** Program or agenda.
 - q. Serving as a member of a committee associated with the college's reaffirmation of accreditation by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) or other regional, national or programmatic accreditation activities. **Hours of Credit:** One hour for each hour of documented participation. **Documentation:** Copy of the meeting agenda which indicates the time the meeting began and was adjourned.
 - r. Completion of the College's NCC 0091 E-Certification for Online Teaching and Model Course Development course offered by the Department of E-Learning and Instructional Technology. **Hours of Credit:** 25 hours of documented participation. **Documentation:** The Director of Continuing Education will be responsible for providing a Continuing Education Transcript as documentation of the completion of this course upon request.
 - s. Other activities as approved by the Executive Vice President and Chief Academic Officer/College Provost. **Hours of Credit:** One hour for each hour of documented participation. **Documentation:** Copy of the meeting agenda which indicates the time the meeting began and was adjourned.
- C. Courses, seminars, workshops, and similar activities for which recertification credit is sought must relate to a primary or secondary field of employment. College or university courses are accepted for the amount of credit shown on the official academic transcript.
- D. If using a combination of different kinds of activities, the conversion scale is as follows:
- Each semester hour of graduate credit work (at least 5000 level) is the equivalent of 15 workshop hours.
 - Each semester hour of undergraduate credit work is the equivalent of 10 workshop hours.
 - Ninety workshop hours will satisfy recertification.
- E. Both credit and non-credit courses for which tuition reimbursement has been approved under College policy may be used for recertification credit. If using coursework to satisfy any of the requirements, an official academic transcript, not a grade report or a copy of a transcript, must be provided.
- F. Faculty members are encouraged to seek advanced approval for credit and non-credit certification experiences using the appropriate College form.

Section 11.3. Instructional Rank (Title)

A. The College recognizes the following instructional ranks and corresponding minimum criteria:

Instructor: Full-time instructional personnel who satisfy the minimum requirements of the position.

Assistant Professor: In addition to meeting the minimum requirements for instructional personnel, candidates for the rank of Assistant Professor must be full-time instructors and must either:

1. Possess a Bachelor's Degree or higher in the subject area or a closely-related area and have a minimum of eight years of successful full-time teaching experience, at least five of which must be at the college level; or,
2. Possess a Master's Degree or higher in the subject area or a closely-related area, and have a minimum of three years of successful fulltime teaching experience at the college level.

Associate Professor: In addition to meeting the minimum requirements for Assistant Professor, candidates for the rank of Associate Professor must either:

1. Possess a Master's Degree or higher in the subject area or a closely-related area, and have a minimum of 12 years of successful full-time teaching experience, at least eight of which must be at the college level;
2. Have successfully completed at least 15 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of 10 years of successful full-time teaching experience, at least five of which must be at the college level;
3. Have successfully completed at least 30 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of eight years of successful full-time teaching experience, at least five of which must be at the college level; or,
4. Possess a Doctorate in any field with a major or minor in the subject area or in a field closely related to the subject area or in education and have a minimum of five years of successful full-time teaching experience at the college level.

Professor: In addition to meeting the minimum requirements for Associate Professor, candidates for the rank of Professor must either:

1. Have successfully completed at least 30 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of 15 years of successful full-time teaching experience, at least 10 of which must be at the college level; or,

2. Possess a Doctorate in any field with a major or minor in the subject area or in a field closely related to the subject area or in education and have a minimum of eight years of successful teaching experience at the college level.
- B. Up to four years of documented related full-time work experience may be substituted on a one-for-one basis for full-time teaching experience but cannot substitute for college-level teaching experience. Up to four years of documented community service, including sponsorship of College clubs or organizations, may be substituted on a two-for-one basis (i.e., two years of community service for one year of credit) for full-time teaching experience but cannot substitute for college-level teaching experience.
- C. Faculty members who meet the qualifications for an increase in academic rank as set forth above shall receive the appropriate rank increase following written application to the College and approval by the College President. It is the responsibility of the faculty member to notify the Administration regarding the earning of appropriate experience and/or degree(s), which should be done using the appropriate College form to request a change in instructional ranking as early as the spring term prior to the beginning of the new academic year or as late as the first day of classes for the new academic year. Increases in academic rank shall be effective at the beginning of the academic year following the faculty member's submission of a completed application and appropriate supporting documentation.

Article 12. Leaves of Absence

Section 12.1. General Provisions

- A. Leaves of absence shall be authorized in advance except in the case of emergencies, in which case they should be reported promptly to the employee's supervisor.
- B. An employee who is willfully absent without approved leave for five or more consecutive workdays shall be considered to have abandoned the position. An employee of the College who is willfully absent from duty without leave for any length of time shall forfeit compensation for the length of such absence.
- C. An employee who is on an approved leave of absence shall retain all rights, benefits, and privileges of employment under this Agreement and applicable College policies except where specifically noted in this Agreement or the applicable College policy.
- D. The College will make reasonable accommodations for faculty members experiencing medical necessities in accordance with the Americans With Disabilities Act.
- E. A faculty member shall have the right to be fully restored to his or her position following an approved leave of absence to the same extent and in the same manner as if he or she had not taken leave.

Section 12.2. Sick Leave

- A. Bargaining unit employees accrue one day of paid sick leave for each calendar month or major fraction of a calendar month of service. Such sick leave shall be credited as 4 hours of sick leave earned on the day of the first pay day and last pay day of each month for a total of eight hours each month. Sick leave shall accumulate from year to year.
- B. A leave of absence, charged to an employee's sick leave, shall be granted to an employee unable to perform assigned duties due to illness or disability of the employee or any member of the employee's immediate family or other household member or close relative (including spouses, children, parents, siblings, or other close relative or related member of their own household).
- C. When possible, employees utilizing sick leave shall notify their immediate supervisor prior to the start of the workday. Any employee utilizing sick leave shall submit an electronic leave request which shall set forth the date(s) and times absent, and that the absence was due to illness, immediately on returning to work. The College may, in its discretion, require supporting medical documentation signed by a health care provider in any instance where an employee has been absent for at least three consecutive days.
- D. Sick leave accumulated at a previous institution (including another institution in the Florida College System, the State University System, a Florida public school district, or the Florida Department of Education or other state agency) may be transferred to the College, provided that at least one-half (1/2) of the total sick leave accumulated at any time is established while employed by the College.
- E. Sick leave cannot be taken in increments of less than one-quarter (1/4) hour. (Per United Faculty of Florida: see MOU Compensation 2022-2023)

Section 12.3. Personal Leave

- A. Each full-time employee is entitled to 4 days of personal leave with pay during each fiscal year for personal or emergency reasons. Personal leave shall not accrue beyond the fiscal year.

- B. A personal leave of absence with pay, charged to an employee's sick leave, must be requested and approved in advance by the President, Chief Academic Officer, or Division Dean. Such requests shall not be unreasonably denied.
- C. Personal leave with pay cannot be taken in increments of less than one-quarter (1/4) hour.
- D. Personal leave without pay may be authorized for personal reasons or illness when an employee has exhausted any applicable sick or vacation leave. During a personal leave without pay, the employee shall not accrue vacation or sick leave.

Section 12.4. Family and Medical Leave Act

The College will provide eligible employees with up to 12 weeks of family and medical leave per 12 months in accordance with the Family and Medical Leave Act.

Section 12.5. Extended Medical Leave

- A. Extended Medical Leave may be granted when a full-time employee is unable to perform his/her assigned duties for a period extending beyond the 12 weeks covered by the Family and Medical Leave Act due to a personal accident, personal illness, child delivery, or related medical condition. This type of leave shall not be authorized for more than one year.
- B. Extended Medical Leave may be granted after the 12 weeks of Medical and Family Leave have been granted and all accrued sick and vacation leave exhausted.
- C. In the event that a full-time employee is not eligible for Family and Medical Leave, Extended Medical Leave may be granted for up to one year after all accrued sick and vacation leave are exhausted.
- D. A request for Extended Medical Leave shall be in writing and shall provide justification for its approval. It shall include the specific period of time to be covered by the leave. The Administration reserves the right to require written medical opinion supporting the request. Extended medical leave is subject to prior approval by the College President or Chief Academic Officer.
- E. When the leave shall extend beyond June 30, a new application for leave shall be filed to cover the period beginning July 1.
- F. Upon return to work following a non-FMLA extended medical leave, the College reserves the right to assign the employee to a comparable position and grade and to a different location in circumstances where the College has hired a full-time faculty member to fill the position occupied by the employee prior to the extended medical leave.

Section 12.6. Temporary Duty

The President or appropriate administrator may authorize an employee to be temporarily absent from regular duties and/or home campus for the purpose of representing the College or performing services for the College. College employees on temporary duty shall receive their regular pay and may receive reimbursement of travel expenses in accordance with Board Rule 6Hx19-5.34.

Section 12.7. Illness/Injury in the Line of Duty Leave

- A. Each full-time employee is entitled to 12 days of workers' compensation leave with full pay during each calendar year for use following an illness or injury related to performance of duty.

- B. Notification and claim for compensation and payment shall be filed by the end of the pay period in which such leave is taken.
- C. If an employee's illness or injury requires their absence for longer than 12 days, the employee will be compensated in accordance with Chapter 440, Florida Statutes. During this time, the employee will not accrue vacation or sick leave. The parties agree that any claim for benefits arising under Chapter 440 or alleged violations of Chapter 440 shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 12.8. Military Leave

- A. Upon presentation of a copy of the employee's official orders to his or her immediate supervisor, an employee who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to up to 240 hours of paid military training leave in a 12-month period.
- B. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States may be granted leave of absence from his or her respective duties to perform active military service. The first 30 calendar days of leave for active military service shall be with full pay.
- C. Vacation and sick leave days shall not accrue while an employee is on military leave without pay.

Section 12.9. Court Related Leave

- A. In accordance with College policy, as may be amended from time to time, a court related leave of absence with pay shall be granted to any faculty member summoned for jury duty or subpoenaed as a witness in a case. Any fees paid by the court to the faculty member shall be retained by the faculty member.
- B. A faculty member shall be considered on temporary duty while participating in litigation on behalf of the College or resulting from action taken within the scope of their College employment or acting as a witness in such a case. The College shall reimburse the employee for reasonable travel and expenses associated with such participation. Any fees paid by the court to the faculty member shall be turned over to the College.
- C. An employee may use personal leave for the purpose of participating in any capacity in any other courtroom proceeding. Such leave must be requested and approved in advance by the President, and such approval shall not be unreasonably denied.

Section 12.10. Sabbatical and Professional Leave

- A. Employees with three years of regular service with the College may apply for professional leave (i.e., full or partial reduction of teaching or work assignments). Professional leave shall be unpaid and may not exceed one year, absent approval by the College President in his exclusive discretion. During the term of any professional leave, the employee is prohibited from engaging in secondary employment or similar business activities and must instead focus his or her efforts on professional development activities. The College retains the right to grant or deny professional leave in its sole discretion.
- B. Continuing contract employees with five years of full-time service with the College may apply for sabbatical leave (i.e., full or partial reduction of teaching or work assignments). Sabbatical leave is a paid leave but is funded by the Pasco-Hernando State College Foundation, Inc. and is therefore subject to any funding made available by the Foundation. During the term of any sabbatical leave, the employee is prohibited from engaging in secondary employment or similar business activities and must instead focus

his or her efforts on professional development activities. Sabbatical leave shall be administered in accordance with, and subject to the terms, criteria, and limitations of, Internal Management Memorandum 7-4.

- C. Unless extenuating circumstances require otherwise, an employee who is granted sabbatical or professional leave shall be returned to their same position on the same campus following completion of leave.

Article 13. Faculty Rights

Section 13.1. Academic Freedom

- A. All faculty members are entitled to academic freedom regardless of their tenure status.
- B. In recognition of the principle of academic freedom at Pasco-Hernando State College, the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.
 - 1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of other academic duties.
 - 2. A faculty member is entitled to freedom in the classroom in discussing any academic subject, in devising and selecting teaching strategies and educational materials, and in using them to present any academic subject. However, he shall not introduce a controversial matter that has no relation to an academic subject.
- C. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member speaks or writes as a citizen, he or she is expected recognize the special position in the community he or she holds as an employee of Pasco-Hernando State College in that the public may judge both the faculty member's institution and profession by his or her statements. Therefore, the faculty member shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he or she is not a spokesperson for Pasco-Hernando State College. A faculty member speaking or writing as a citizen shall be free from any form of institutional censorship or discipline provided he or she abides in good faith by the expectations and obligations of this paragraph.
- D. The parties recognize that the First Amendment limits the powers of the College, as a governmental employer, from regulating employees' speech as private citizens. However, the parties also recognize that the College retains the right, subject to the limitations of this Article, to restrain such speech when the employee makes statements that are knowingly false or reckless or not genuine matters of public concern, as established in *Pickering v. Board of Education* and *Connick v. Myers*, and their progeny.

Section 13.2. Right to Privacy

- A. The employer recognizes that employees have privacy interests with regard to their personal and private lives, including, but not limited to, religious and political activities. The Union and bargaining unit employees, in turn, recognize that these privacy interests are not absolute and that non-College-related conduct can be detrimental to the College. Accordingly, the employer, Union, and employees each commit to appropriately balancing these privacy interests in the administration of this Agreement and College policies, and in their respective actions and decisions.
- B. The Administration may maintain a Drug-Free Workplace to the extent permitted by state and federal law, provided that no employee shall be subject to random drug testing unless otherwise mandated by applicable law. No faculty member will be discriminated against because of his refusal to submit to a random drug test or a drug test not permitted by applicable law or College policy implemented pursuant to negotiations between the parties. Program faculty assigned to an affiliated site for an academic

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

Section 13.3. Safe Workplace

- a) The Union and the Administration agree that a safe campus environment for employees and students is paramount to the College's mission. To that end, the Administration shall take reasonable measures to ensure a safe campus environment for all employees, students, and any other individuals visiting the campus.
- b) When a faculty member reasonably perceives a threat to his or her safety, including physical and/or sexual harassment by a student, other faculty member, administrator, or any other member of the College community, the faculty member may document the incident giving rise to the threat on a form developed by the College and deliver the form to his or her Academic Dean. If the incident, if true, would constitute a violation of College policy or applicable law, the Administration will investigate the incident and take appropriate measures to achieve a resolution. The faculty member will be notified of the outcome of the investigation and nature of the resolution in writing. If the faculty member is not satisfied with the outcome, he or she may appeal to the President, whose decision shall be final.
- c) Faculty shall be entitled to representation on the College Safety & Security Committee. Any recommendations by the committee which, if enacted, would establish a change in wages, hours, or terms and conditions of employment of the bargaining unit shall be subject to negotiations in accordance with Chapter 447 of the Florida Statutes.

Section 13.4. Personnel Files

- A. Any records containing information reflecting academic evaluations of employee performance will be filed in the faculty member's Limited Access File. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. College employees and officials responsible for supervision of the faculty member shall have access to such records.
- B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file unless the complaint results in an investigation which is substantiated by other evidence and leads to discipline against the employee.
- C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

Section 13.5. Intellectual Property

- A. **Materials subject to intellectual property rights.** This article pertains to the following:
 - 1. All written works, including books, journal articles, texts, glossaries, bibliographies, study guides, resource materials, laboratory and other manuals, syllabi, tests, and proposals.
 - 2. Lectures, musical or drama compositions, and unpublished scripts.
 - 3. Films, filmstrips, charts, transparencies, and other visual aids and teaching devices.
 - 4. Video and audio recordings.

5. Live video and audio broadcasts.
 6. Programmed instructional material.
 7. Computer programs.
 8. Pictorial, graphic (including digital images), and sculptural works.
 9. Other materials subject to the United States copyright laws and control.
- B. **Determination of rights.** To determine the disposition of rights regarding intellectual property developed by faculty members, materials or patents will be assessed within the framework of the following categories:
1. **Individual Effort.** Rights to copyrightable intellectual property generated as a result of individual initiative and not as a specific College assignment and with only incidental use of College facilities or resources shall reside solely with the author/creator/inventor. These materials shall include only those which the author/creator/inventor could have developed even in the absence of employment at the institution.
 2. **College Assisted Individual Effort.** When the College provides partial support of an individual effort resulting in copyrightable intellectual property or a patent by contributing employee time, facilities, or other College resources, the College is entitled to share in the rights to ownership and disposition of these materials or patent and a sharing of royalty income. Partial support exists when the College employee could not have developed the material or patent in the absence of employment at the College. A written agreement of joint ownership shall be required and College personnel engaged in such efforts shall be responsible for contacting the Executive Vice President and Chief Academic Officer/College Provost for guidance regarding the development and execution of the agreement before undertaking the College-assisted activities. Absent a separate written agreement, it shall be presumed that the College is entitled to all rights applicable to the copyrights and/or patents, except as otherwise provided in this Rule.
 3. **College Initiated and Supported Efforts.** Ownership of copyrightable intellectual property or a patent specifically developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College shall reside with the College. Under appropriate circumstances, the College may share royalty income with the author/creator/inventor upon written agreement with the District Board of Trustees.
 4. **Sponsor Supported Efforts.** College employees who produce copyrightable intellectual property or a patent under sponsor supported projects shall be governed by the specific terms and conditions of the sponsorship contract. In most instances, the agreement between the sponsor and the College vest title to the copyrightable material or patent in the College, with the sponsor retaining a royalty-free license for the sponsor's use. In some instances, the agreement may specify that the material or patent is to be distributed within the public domain. Some grants or sponsorship programs specifically require that the author/creator/inventor and the College must relinquish rights to the copyrighted material or patent created under the sponsored effort. College personnel are responsible for determining, in advance, the terms of sponsorship and for obtaining guidance regarding the development and execution of an agreement with the College or the sponsor.
- C. **Royalties and Revenue Income and Associated Costs.** Royalty income, revenues, and costs shall be as follows:

1. **Individual Effort.** Income derived from materials and patents produced from the individual initiative of College employees as defined above shall accrue solely to the author/creator/inventor. The author/creator/inventor shall be responsible for all associated costs and for registering the copyright or patent.
2. **College Assisted Individual Effort.** Income derived from individual efforts which are complemented by College employees and faculties or resources shall be distributed in accordance with a written agreement between the employee and the College. In the absence of a written agreement, the income shall be distributed thirty percent (30%) to the College and seventy percent (70%) to the author/creator/inventor. The author/creator/inventor shall be responsible for notifying the Executive Vice President and Chief Academic Officer/College Provost of engagement in any copyrightable effort and executing a written agreement of joint ownership with the College before beginning any effort which results in the production of royalties. Failure to execute a written agreement with the College shall not deprive the College of its rights to thirty percent (30%) of the royalties generated from all copyrightable intellectual property or patents. The College shall be responsible for 30% of the associated costs and the author/creator/inventor responsible for the remaining 70% of associated costs. The College will register the copyright or patent.
3. **College Initiated and Supported Efforts.** Where copyrighted intellectual property or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, the College shall be the sole recipient of all income derived. In specific instances where an exceptional product results from individual initiated activities and only after specific Board approval, the District Board of Trustees may share portions of income derived with the author/creator/inventor. Such efforts shall be determined on a case-by-case basis. The College shall be responsible for all associated costs and for registering the copyright or patent.
4. **Sponsor Supported Efforts.** Income derived from sponsor supported efforts shall be disbursed in accordance with the specific terms of the governing contractual or grant documents. The College and the author/creator/inventor shall be governed by the conditions of the applicable grant or contract. Income derived from the copyrighted intellectual property or patents shall be disbursed in accordance with the stated College policies when the contract or grant document is silent as to disbursement of royalties or items of value. Responsibility for associated costs and registration of any copyright or patent shall be negotiated and identified in a written agreement.

Section 13.6. Outside Employment

Faculty members may engage in employment or consulting services outside of the College. Outside employment and consulting services which may violate professional ethics, present a conflict of interest, or that may negatively impact an employee's ability to perform his or her primary responsibilities to the College are prohibited. Faculty members are required to report any outside employment and consulting services which, by itself or cumulatively with other outside employment or consulting services, may reasonably present a conflict of interest prior to engaging in such employment or consulting or as soon as possible. Outside employment and consulting services may not involve processes or documents which were developed in the course of performing duties and responsibilities to the College and which might reasonably be considered College property. Outside employment and consulting services may only be performed outside of normal College duty hours or by using approved leave. In the event a conflict between primary employment with the College and outside employment or consulting services, the faculty member's employment with the College shall take precedence and the employee will be required to cease the conflicting outside employment or

consulting services. A faculty member shall have the right to any fees earned for outside employment or consulting services which are not in violation of the laws of the State of Florida.

Section 13.7. Faculty Offices

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

Section 13.8. Parking

On each campus, the Administration shall continue to provide off-street parking facilities free of charge. The Administration will continue its current practice of keeping the parking areas maintained, lighted, and secure.

Section 13.9. Enhancement of Professional Skills

- A. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave will be considered when requested in advance by faculty members to take examinations, defend dissertations, or make presentations to academic, professional, or community organizations.
- B. A faculty member may also attend approved seminars or workshops within the faculty member's discipline or are within an area where the College desires additional certification/training. The faculty member will be advised of the amount of approved reimbursement prior to attending. Unless prior approval of the amount is obtained, no reimbursement will be made. The faculty member must provide verification of seminar/workshop attendance to qualify for reimbursement.

Section 13.10. Tuition Reimbursement

- A. Tuition for undergraduate and graduate coursework taken by a faculty member at other accredited institutions of higher learning shall be reimbursed, subject to the following limits:
 - 1. Tuition reimbursement for associate-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of twelve hours of college credit at the in-state rate at PHSC, whichever is less, per fiscal year.
 - 2. Tuition reimbursement for bachelor's-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of nine hours of undergraduate credit at the in-state rate at the University of South Florida, Tampa Campus, whichever is less, per fiscal year. Bachelor's degree courses are defined as courses at the 3000-4999 level or its equivalent.
 - 3. Tuition reimbursement for graduate-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of six hours of graduate credit at the in-

state rate at the University of South Florida, Tampa Campus, whichever is less, per fiscal year. Graduate hours are defined as courses at the 5000 level or higher or its equivalent.

4. Tuition reimbursement for credit courses taken at different levels within one year will be combined and is limited to the actual out-of-pocket tuition costs not to exceed the in-state rate at the University of South Florida, Tampa Campus, at the highest course level being taken.
- B. If a faculty member wishes to enroll in a non-credit class offered by PHSC and receive tuition reimbursement, the faculty member must first seek approval from the Dean of Academic Affairs, or his/her designee. Approval is based on the relevancy to the faculty member's job responsibilities.
- C. A faculty member shall be reimbursed for payment of tuition within thirty (30) days upon documentation of payment to the Administration. When applicable, such documentation shall include a transcript showing successful completion of the most recent coursework for which tuition reimbursement was received. Individuals who receive tuition reimbursement but do not earn a passing final grade will be required to refund the tuition reimbursement they have received within 30 days after final grades have been posted.
- D. To qualify for tuition reimbursement, the course selected must be reasonably likely to upgrade skills and improve the employee's job effectiveness, as determined by the College.

Section 13.11. Child Care

The children of faculty members may use the child care services at TodayCare subject to availability and in accordance with the policies, procedures, practices, limitations, conditions, and costs, as they may be amended from time to time by the College or TodayCare management. Faculty members shall have priority over members of the general public who are not students or employees at the College in accessing vacancies.

Section 13.12. Minimum Credentials

To be in compliance with the published requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published in the College's Faculty Credential Manual.

Section 13.13. Selection of New Faculty

- A. The Administration recognizes the importance of faculty participation in the hiring process for new full-time faculty members. In furtherance of that goal, the President will appoint, on recommendation from the hiring supervisor, a hiring screening committee to participate in the hiring of new full-time faculty members. The screening committee will include at least two faculty members from the appropriate Division, and may also include the Provost or Dean, the Associate or Assistant Dean, the Director of Global and Multicultural Awareness and Special Assistant to the President, and a faculty member from a different Division. The President shall designate the chairperson of the committee. Faculty members who serve on a screening committee during the summer shall, whenever possible, receive notice by the end of the preceding spring semester.
- B. The committee functions only as a screening committee and not a selection committee. As such, the screening committee's function is solely to screen applications and supporting materials (from those deemed minimally qualified), to interview candidates, and to make a recommendation of the top qualified candidates to the Executive Vice President of Chief Academic Officer/College Provost for further consideration. The committee will file a written recommendation, listing finalists alphabetically

and/or by ranked preference. Input from faculty screening committees will be advisory only; the final decision rests with the President, who will notify the committee chairperson of his final decision.

Section 13.14. Transfers

- A. The Administration retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill these positions. The Administration recognizes the importance of conferring with faculty in the transfer of full-time faculty members.
- B. Faculty members will be assigned to a primary campus at one of the five campus locations (West Campus, North Campus, East Campus, Porter Campus, Spring Hill) or any established centers. Notwithstanding, faculty members may be assigned by the College to teach courses at a campus or location away from their primary campus when one or more of the following apply:
 - 1. Course enrollment on the primary campus is insufficient for the faculty member to teach a full load on the primary campus;
 - 2. It is deemed necessary for a faculty member to teach away from the primary campus in order to balance course offerings across campuses;
 - 3. When course coverage is temporarily required due to an instructor being rendered unable to teach due to illness, injury, separation from employment, or other unforeseen circumstances;
 - 4. When due to unforeseen circumstances, the College deems it is in the best interest of students or necessary for the efficient operation of the College.
- C. The College may, but is not required to, seek volunteers to teach away from their primary campus. Notwithstanding, the College retains the authority to make the determination of which faculty member to assign to teach away from his or her primary campus for the best interests of the College. When a bargaining unit member is involuntarily assigned to teach at more than one campus per day under this section, he or she shall be reimbursed for mileage incurred traveling from one campus to the other, and back if applicable.
- D. **Transfers between campuses and within discipline.** To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline, a qualified full-time faculty member shall submit a request for transfer to the faculty member's immediate administrative supervisor, the Provost of the faculty member's assigned campus, the Provost of the campus to which the faculty member is seeking to transfer, and the Executive Director of Human Resources by the job close date as printed on the job posting. In evaluating the faculty member's request for a transfer, the Administration shall consider the faculty member's length of service, performance evaluations, program needs, and the interests of the College. The respective Provosts and Academic Dean shall make a recommendation as to whether to approve the transfer, which must be finally approved by the Executive Vice President and Chief Academic Officer/College Provost and the President. Where the faculty member's request for transfer is not approved, the faculty member will be informed of the decision.
- E. **Transfers outside of discipline.** Faculty members seeking a transfer from one discipline to another discipline, regardless of campus location, must submit an application and go through the application process.

Section 13.15. Access to College Mail

- A. The College shall continue to make its internal mail service available to each faculty member to use for legitimate College business. Each faculty member will continue to be provided a mailbox at his assigned campus and will have access to his mail during operating hours of the College.
- B. The College will continue to provide an email account and access to each faculty member to use for legitimate College business.

Section 13.16. Committees

- A. Bargaining unit employees are expected to serve on committees as set forth in Internal Management Memorandum 1-3. Except where otherwise provided by IMM 1-3 and this Agreement, faculty assignment to committees shall be in the discretion of the College. The College shall appoint at least one voting member selected by the Union to the Employee Benefits Committee, the College Safety and Security Committee, the Continuity of Operations Planning Committee.
- B. With the exception of the Faculty Senate President, Department Chairs and Program Directors, no faculty member shall be required to serve on more than two (2) standing committees, as identified in IMM 1-3, per year. The College reserves the right to appoint faculty to serve on ad hoc committees as deemed necessary. The College, while retaining the ultimate authority to make the determination, shall make a reasonable effort to distribute ad hoc committees equitably among faculty members.
- C. When a faculty member is appointed to serve on or removed from a Committee, the faculty member will be notified in writing.

Section 13.17. Legal Assistance

When a faculty member is named as a defendant in any legal complaint related to the faculty member's performance of official duties as an employee of the College, the College shall provide legal assistance upon determination that the faculty member's actions giving rise to the complaint were reasonable and taken within the scope of his or her College employment. Nothing in this section should be construed as obligating the College to provide legal assistance where such assistance is not permitted by applicable law including, but not limited to, Section 111.07 of the Florida Statutes. In providing legal assistance under this Section, the College shall retain the sole right, at all times, to select and assign legal counsel.

Section 13.18. Weingarten Rights

A faculty member who is a member of the Union and who has an objectively reasonable expectation that discipline may result from meeting with an administrator has the right, on request, to Union representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union. Although Union representatives may observe and provide guidance to the faculty member, the representative shall not interfere with the interview.

Section 13.19. Retired Faculty Members

The President, with approval by the District Board of Trustees, may recognize a retired faculty member in good standing, with at least 15 years of tenure with the College, as a faculty emeritus. Such faculty emeriti remain representatives of the College and are expected to continue to conduct themselves in a manner not likely to embarrass or cause ill will to the College, its employees, or students. The President or District

Board of Trustees may, in their sole discretion, revoke faculty emeritus status at any time and for any reason. Faculty Emeriti enjoy the following privileges:

1. A college identification card;
2. Use of College libraries;
3. Attendance at appropriate College functions at the President's invitation.

Appendix 1. Grievance Form



Grievant: _____

Office: _____ Campus: _____

E-mail: _____ Phone: _____

Representative (if applicable): _____

E-mail: _____ Phone: _____

Article(s) and/or Section(s) allegedly violated: _____

Statement of Grievance: _____

Remedy Sought: _____

Grievant's Signature: _____

Representative's Signature (if applicable): _____

Date Submitted: _____

**MEMORANDUM OF UNDERSTANDING
CONCERNING DEPARTMENT CHAIRS AND PROGRAM DIRECTORS
2022-2023 ACADEMIC YEAR**

Pasco-Hernando State College and the United Faculty of Florida, representing the employees in the bargaining unit established in PERC Certification 1930, hereby enter into this Memorandum of Understanding Concerning Department Chairs and Program Directors. Following negotiations concerning the terms and conditions for Department Chair and Program Director positions for the 2022-2023 Academic Year, the parties have agreed as follows:

1. Assignments to Department Chair and to Program Director shall be in the exclusive discretion of PHSC administration. Department Chair and Program Director appointments are annual appointments, with no expectation of reappointment beyond the annual appointment. Department Chairs and Program Directors are subject to release from the position during the year if determined by PHSC administration to be in PHSC's best interests.

2. Department Chairs:

- a. The Department of Arts and Sciences has six current Department Chairs.
- b. Department Chairs receive an annual supplement in the amount of \$6,000.
- c. Department Chairs are required to teach the same minimum number of courses as required of full-time faculty. To enable sufficient devotion to additional Department Chair responsibilities, Department Chairs are permitted to teach only two overload courses while serving as Chair with the approval of the Academic Dean and Executive Vice President and Chief Academic Officer/College Provost. These overload courses are considered a privilege and may be revoked at any time if it is determined that it is interfering with the performance of the duties of the Chair.
- d. The assignment of job duties to the Department Chair shall be the exclusive province of PHSC administration, provided that Department Chairs will not be responsible for evaluating dual enrollment faculty under the jurisdiction of the West Campus, handling master course scheduling, and the schedule of the West Campus for the 2022-2023 Academic Year, except in an advisory capacity.

3. Program Directors:

- a. The Division of Workforce Development, Career and Technical Education has seven current program directors.
- b. Program Directors in the Division of Workforce Development, Career and Technical Education receive an annual supplement of \$7,000, with no release time. Program Directors are required to teach the same minimum number of courses as required of full-time faculty. To enable sufficient devotion to additional Program Director responsibilities, Program Directors are permitted to teach only two overload courses while serving as Director with the approval of the Academic Dean and Executive Vice President and Chief Academic Officer /College Provost. These overload courses are considered a privilege and may be revoked at any time if it is determined that it is interfering with the performance of the duties of the Program Director.
- c. The Program Directors in the Division of Nursing and Health Programs receive an annual supplement of \$5,000, with 60-contact hour release time. The Dean may approve additional release time where required by applicable accreditation standards. For Nursing and Health Program accreditation preparation, the Dean may approve additional release time with the approval of the Executive Vice President and Chief Academic Officer/College Provost. The release time shall be documented on the faculty work schedule each semester.
- d. In the event co-Program Directors are assigned, the annual supplement and release time will be divided and apportioned to the co-directors.
- e. In the event that no adjunct faculty are available to teach as a result of an unexpected change, the Academic Dean may approve a Program Director to teach more than two overload courses per semester, up to a maximum of 90 contact hours.
- f. The assignment of programs and job duties to each Program Director shall be the exclusive province of PHSC administration.

4. Department Chairs and Program Directors may be permitted to teach up to two courses during the Summer or, for health programs, up to 90-contact hours. Up to one additional course, or up to a total 135-contact hours for health programs, for Summer teaching may be approved where, in the Dean's discretion, extenuating circumstances exist or as required to ensure enrolled student requisite courses have faculty coverage. Regardless of any Summer teaching assignments, Department Chairs and Program Directors must continue to make themselves

available and to maintain an on-campus presence during the Summer, as directed by the Dean.

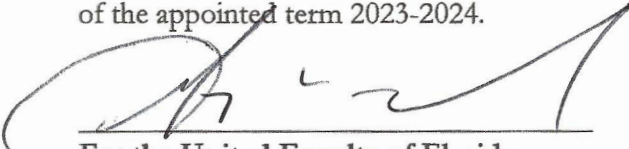
5. The parties agree that nothing in this Memorandum shall preclude either party from presenting proposals concerning Department Chair or Program Director positions during ongoing or future collective bargaining negotiations. However, neither party commits that it will agree to any particular proposal and nothing in this Memorandum shall be construed as requiring an agreement. Any impasse regarding a negotiable issue will be resolved pursuant applicable law and the impasse resolution procedure outlined in Chapter 447 of the Florida Statutes.

6. In the event that the parties do not reach a collective bargaining agreement or MOU at the end of the annual appointments of the Department Chairs and Program Directors for Academic Year 2022-2023, this Memorandum shall constitute the status quo for purposes of continuing negotiations, absent a mutual written agreement or amendment to the contrary; provided that any stipend increase approved as set forth in paragraph 8 shall expire at the end of Academic Year 2022-2023 and shall not continue beyond that year unless a successor agreement continuing that stipend is ratified by the parties. Notwithstanding, PHSC retains the management right to eliminate the Department Chair and Program Director positions and assign all duties to a non-bargaining unit administrator should it elect to do so for Academic Year 2023-2024, subject to any impact bargaining obligation. Additionally, PHSC retains the management right to eliminate any or all Department Chair and Program Director positions and assign all duties to a non-bargaining unit administrator should it elect to do so for Academic Year 2022-2023 in the event the College determines that there is not adequate faculty interest in serving as Department Chair or Program Director.

7. In lieu of putting out a call for interested faculty members, the parties agree that the College may offer current Department Chairs and Program Directors the option of continuing in the position for Academic Year 2022-2023. Unless Department Chair and/or


Program Director positions are eliminated in accordance with paragraph 6, the parties agree that a call for interested faculty members will be put out for consideration for these positions for Academic Year 2023-2024. In the event an incumbent Department Chair or Program Director does not wish to continue in his or her position for Academic Year 2022- 2023 or the College desires not to continue the incumbent in the position, the College will put out a call for that position.

8. Department Chairs and Program Directors appointed for the Academic Year 2022-2023 are appointed for a two-year term, subject to a successful evaluation at the conclusion of the first year of the term. UFF-PHS reserves the right to reopen compensation discussions for the second year of the appointed term 2023-2024.



For the United Faculty of Florida

April 22, 2022
Date



For Pasco-Hernando State College

Apr. 22, 2022
Date

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CBA

Salary Schedule

MEMORANDUM OF UNDERSTANDING

Pasco-Hernando State College and the United Faculty of Florida, representing the employees in the bargaining unit established in PERC Certification 1930, hereby enter this Memorandum of Understanding. The parties agree as follows:

1. Salary for current full-time faculty will be in accordance with the attached spreadsheet, to be effective for the 2022-2023 Academic Year, with retroactive pay if ratified after the start of the Academic Year.

2. Faculty are entitled to sick leave as set forth in Section 1012.865 of the Florida Statutes. Sick leave shall be accrued and used at the same rate (i.e., one day of sick leave is equivalent to 8 hours for purposes of accrual and use).

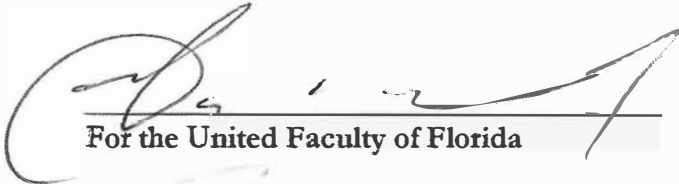


3. For purposes of awarding prior years of experience for newly hired faculty members, changes made to original salary may only be made once all verification has been completed. Faculty will have until the end of the Spring semester of employment to submit all verification of prior service. After verification is complete, the faculty member will receive retroactive pay for the contract salary.

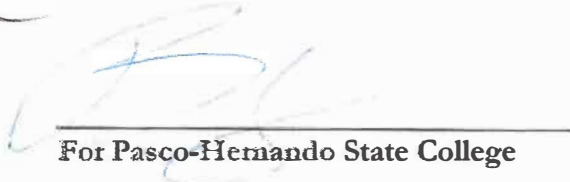
4. Due to the critical need, the parties agree that the College will pay nursing faculty a stipend of \$10,000 for the 2022-2023 Academic Year, with this amount to be prorated if hired after the start of the Academic Year.

5. The College will implement a small pilot Faculty Mentoring Program for the 2022-2023 and 2023-2024 Academic Years. Three full-time faculty members, one in each Division, will be appointed a faculty mentor. The mentor must agree to a two-year commitment, assuming

satisfactory performance, and will receive a stipend of \$500 for each semester. The College will determine the specific parameters, expected duties, and clear, measurable outcomes for mentors and mentees.


For the United Faculty of Florida

8/23/22
Date


For Pasco-Hernando State College

Aug 23 2022
Date

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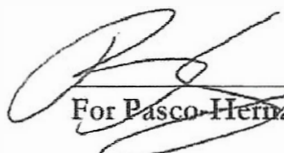
MEMORANDUM OF UNDERSTANDING

Pasco-Hernando State College and the United Faculty of Florida, representing the employees in the bargaining unit established in PERC Certification 1930, hereby enter this Memorandum of Understanding. Contingent on the state budget passing and PHSC receiving the currently anticipated state funding, the parties agree as follows:

1. For Academic Year 2023-2024, full-time faculty will receive a 5% increase to their current salary. Faculty who began after January 1, 2023 will receive a 2.5% increase.
2. In September 2023, full-time faculty will receive a one-time 2% non-recurring payment.
3. Beginning with Academic Year 2023-2024, the rates applicable to course development will be increased by 10% for each level.
4. If the College receives additional funding, the College may, at its discretion, elect to continue to pay nursing faculty up to a \$10,000 stipend for Academic Year 2023-2024 for purposes of recruitment and retention. If paid, this amount will be prorated for faculty hired after the start of the academic year.
5. With the exception of the course development increases, the compensation increases and one-time payment set forth in this Memorandum are only effective for base compensation, and shall have no impact on any overload, supplemental, or other compensation earned or paid for the 2023-2024 Academic Year.
6. Beginning in the Fall 2023 Semester, a joint committee will be formed with representatives from faculty and administration for purposes of reviewing and analyzing compensation, load, contract expectations, or other relevant related issues. Any future changes to compensation will be subject to collective bargaining requirements. Half of the committee will be appointed by the administration and half of the committee will be appointed by the union. The committee will meet at least three times in the Fall 2023 semester and will produce a report of their suggestions by March 29, 2024.
7. In the event the state budget is rejected or the College does not receive the currently anticipated funding from the budget, the parties will meet to negotiate compensation for Academic Year 2023-2024.


For the United Faculty of Florida

6/6/2023
Date


For Pasco-Hernando State College

June 5, 2023
Date

2023-2024 Annual Compensation Plan: *Salary Schedule and Employment Procedures*

District Board of Trustees approved

June 20, 2023



COMPENSATION PHILOSOPHY

At PHSC, we value our employees and the critical role they play in delivering on the College's commitment to serving our students and improving their lives through excellence in teaching and learning. Because our compensation philosophy is a reflection of our College values, we pursue sustainable compensation goals in accordance with our overall fiscal position while respecting the goals of this philosophy.

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EQUAL EMPLOYMENT OPPORTUNITY:

The College prohibits discrimination in any term or condition of employment or in the application for employment on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation or veteran's status. Equal Employment Opportunity is provided pursuant to Executive Order 11246, as amended, Title VII of the 1964 Civil Rights Act, as amended, Section 504 of the 1973 Rehabilitation Act, the Age Discrimination Act of 1967, as amended, the Vietnam Era Veteran's Readjustment Act of 1974, and the Americans with Disabilities Act of 1990. Pasco-Hernando State College (PHSC) will provide equal opportunity for all qualified and eligible persons and will promote the full realization of equal opportunity through positive, continuing programs in every department and work unit within the College.

This Annual Compensation Plan is not intended to imply any contract or contractual rights or obligation of employment. No employee or representative of the College has authority to make any agreement to the contrary other than the President, and then only by separate written agreement. PHSC reserves the right to change or modify the contents of this schedule at any time without prior notice to its employees.

EMPLOYMENT AT WILL

Employment at PHSC is considered employment at will. The College or the employee can terminate employment at any time for any reason or for no reason at all. No employee or representative of the College other than the President has the authority to make any agreement to the contrary, and then only by separate agreement.

EXEMPT AND NON-EXEMPT CLASSIFICATIONS

Pursuant to federal guidelines, PHSC shall pay non-exempt employees overtime pay at the rate of not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 in any workweek. Exempt employees are not eligible for overtime. Support staff are considered non-exempt. In most cases, administrative, executive, and professional technical staff are exempt.

CONTRACT EMPLOYEES

Per the Florida Statute 1012.83(1) - Contracts with administrative and instructional staff, "Each person employed in an administrative or instructional capacity in a Florida College System institution shall be entitled to a contract as provided by rules of the State Board of Education."

REPORTING TIME

All support staff labeled as non-exempt employees must complete time in TimeClockPLUS as set forth by the due dates set by our Payroll team.

PAY DATES

Employees are compensated on a biweekly basis and a pay schedule is distributed to new employees upon hire. Current employees may view the pay schedule on the employee intranet site (via the fiscal year Employee Calendar).

EARNED DEGREE AND LONGEVITY PAY

Pursuant to IMM 2-24 (Guidelines and Process for Rewarding Personnel Who Earn Additional Degrees) and IMM 2-26 (Guidelines and Process for Longevity Compensation), payment for earned degrees and longevity will be made with the last payroll check issued for the month of September following the employee's eligibility.

STUDENT EMPLOYEES

Paperwork received to process students who are awarded Federal Work-Study should come over on the SFA-403 (Student Payroll Data Sheet) form. The paperwork should be sent to the Office of Human Resources. All other student workers should come over on the HR-13 (Personnel Action Form).

OTHER PERSONNEL SERVICES EMPLOYMENT (OPS) EMPLOYEES

OPS Employees who are hired by PHSC should come over on the HR-13 (Personnel Action) form. The paperwork should be sent to the Office of Human Resources.

PAYMENT OF ACCUMULATED LEAVE

(SICK LEAVE)

Full-time personnel employed at Pasco-Hernando State College (PHSC) will be eligible to receive payment for earned accumulated sick leave including sick leave earned at another Florida State College, the Florida Department of Education, the State University System, a Florida district school board, or a state agency, and transferred into PHSC under Florida Statute 1012.865(2)(a). Transferred hours will be considered earned when originally earned; however, they may not be included in the payment calculation until they are recognized by PHSC in accordance with Florida Statute 1012.865(2)(a). Payment will be based upon the following amounts:

- a) After completion of six years of full-time college service until the completion of nine years of service, an amount equal to 45 percent of the number of accumulated sick leave days times the employee's current daily salary at the time of retirement.
- b) During the 10th year of service and thereafter, an amount equal to 50 percent of the number of accumulated sick leave days times the employee's current daily salary at retirement.
- c) Payment will be provided for accumulated sick leave to the beneficiary or to the employee's estate in accordance with criteria stated in Section I (a) or (b) if service is terminated by death.

If an employee retires and receives payment for accumulated sick leave as set forth above, all remaining unused sick leave shall become invalid; however, if an employee retires without receiving terminal pay benefits and interrupts retirement to return to employment, the sick leave credit shall be reinstated. Employee must retire from both PHSC and FRS/ORP in order to receive sick leave payout. [Please see Board Rule 6Hx19-2.53 for additional details.](#)

(VACATION LEAVE)

- a) Upon retirement of employment with PHSC and FRS/ORP, a full-time employee with accumulated and unused vacation leave to his/her credit shall be paid at his/her current daily salary for up to 500 hours.
- b) Payment for accumulated vacation leave will be provided to the beneficiary or to the employee's estate in accordance with the criteria stated in Section III a., if employment is terminated by death and the employee has a minimum of six years of service at PHSC.
- c) If the deceased employee does not meet the criteria of a minimum of six years of service at PHSC, then the beneficiary or employee's estate is paid up to the maximum of 30 days (240 hours) in accordance with District Board of Trustees Board Rule 6Hx19-2.19.

BUDGET REQUEST

Pursuant to IMM 2-38 (Position Job Descriptions), Request for creation of new positions or changes in classification or funding, (including grant or other funding sources) should be submitted for review during the annual budget process or when new funding is obtained. Additional requests may be reviewed during the year as warranted. Additional budgetary review and approval by the Executive Vice President of Administration and Chief Financial Officer and the President or their designee is required.

- Human Resources will review the position against the organizational structure, complete a position analysis, and formally classify the job.
- All new Faculty, Staff and Administration jobs at PHSC are formally established and classified before they are filled.

NON-RECURRING

Upon recommendation of the President and at the discretion of the District Board of Trustees, a non-recurring salary distribution to all eligible employees may be awarded at any time during the fiscal year, contingent upon available funds. This non-recurring monetary distribution may be in addition to or in lieu of a regular salary increases.

PAY SCHEDULE

Employees are compensated biweekly, and a pay day schedule is distributed to new employees. Current employees may view the pay schedule in the Office 365 Cabinet Human Resources Material Shared Folder and on the PHSC Intranet on the Human Resources Webpage at <https://phsc0.sharepoint.com/sites/human-resources>

PAY STATEMENTS

Employee can view their current and past pay statements on the Employee Self-Service (ESS) module in the Anthology HR system.

OVER THE MAX PAYMENTS

This process occurs when an employee reaches the maximum of the pay range for their position. When this occurs, the President may document the approval of the exception.

****Budgeted funds which exceed statutory limits for those individuals covered by F.S. 1012.83, 1012.885, and 1012.886 are budgeted from revenues other than appropriated state funds.***

EXECUTIVE PERSONNEL

| Pay Level | FSLA | Title | Min | Max |
|-----------|--------|---|------------|------------|
| PRES | Exempt | President | Negotiated | |
| EVP | Exempt | Executive Vice President and Chief Academic Officer/College Provost | \$ 174,250 | \$ 261,375 |
| | | Executive Vice President, Administration and Chief Financial Officer | | |
| EXEC-1 | Exempt | Chief of Staff and General Counsel | \$ 136,581 | \$ 204,872 |
| | | Senior Vice President and Chief Student Affairs and Enrollment Officer | | |
| | | Vice President of Advancement | | |
| | | Vice President of Technology and Chief Information Officer | | |
| EXEC-2 | Exempt | Associate Vice President and Chief Human Resource Officer | \$ 105,063 | \$ 157,594 |
| | | Associate Vice President of Academic Affairs/Provost | | |
| | | Associate Vice President of Facilities Administration | | |
| | | Associate Vice President of Finance | | |
| | | Provost | | |
| EXEC-3 | Exempt | Assistant Vice President and Dean of Admissions and Enrollment Management | \$ 99,809 | \$ 149,714 |
| | | Assistant Vice President and Dean of Student Affairs | | |
| | | Assistant Vice President of Academics and Dean of Arts and Sciences | | |

ADMINISTRATIVE PERSONNEL

| Pay Level | FSLA | Title | Min | Max |
|-----------|--------|---|-----------|------------|
| ADMIN-1 | Exempt | Comptroller | \$ 94,556 | \$ 141,834 |
| | | Dean, Education Access and Engagement | | |
| | | Dean, Institutional Effectiveness | | |
| | | Dean, Nursing and Health Programs | | |
| | | Dean, Workforce Development | | |
| | | Executive Director, Enterprise Systems | | |
| | | Executive Director, Facilities Planning | | |
| | | Executive Director, Financial Aid | | |
| | | Executive Director, Network Services | | |
| ADMIN-2 | Exempt | Associate Dean, Academic Affairs and Retention Services | \$ 84,050 | \$ 126,075 |
| | | Associate Dean, Arts and Sciences | | |
| | | Associate Dean, E-Learning & Instructional Technology | | |
| | | Associate Dean, Instructional Performing Arts Center | | |
| | | Associate Dean, Nursing Programs | | |
| | | Associate Dean, Retention and Student Life | | |
| | | Senior Director, Libraries | | |
| | | Senior Director, Marketing and Communications | | |
| | | Special Assistant to the President / Liaison to the DBoT | | |
| ADMIN-3 | Exempt | Special Assistant to the President for Corporate College and Professional Development | | |
| | | Assistant Dean of Accelerated Learning | \$ 69,341 | \$ 104,012 |
| | | Assistant Dean, Student Affairs and Enrollment Management | | |
| | | Assistant Dean, Workforce Development, Career and Technical | | |
| | | Director, Alumni and Donor Relations | | |
| | | Director, Athletics | | |
| | | Director, Auxiliary Services | | |
| | | Director, Career and Testing Services | | |
| | | Director, College Safety and Security | | |
| | | Director, Employee Benefits and Risk Management | | |
| | | Director, Employee Engagement | | |
| | | Director, Enterprise Resource Planning | | |
| | | Director, Financial Aid | | |
| | | Director, Financial Operations | | |
| | | Director, Foundation Financial Operations | | |
| | | Director, Human Resources and Employee Relations | | |
| | | Director, Law Enforcement Programs | | |
| | | Director, Network Security | | |
| | | Director, Network Services | | |
| | | Director, Payroll | | |
| | | Director, Plant Operations | | |
| | | Director, Procurement | | |
| | | Director, Public Services Programs | | |
| | | Director, Student Accessibility Services | | |
| | | Director, Student Financial Services | | |
| | | Public Information Officer | | |
| | | Registrar | | |
| ADMIN-4 | Exempt | Associate Director, Career and Technical Educ Prog Outreach | \$ 59,886 | \$ 89,828 |
| | | Associate Director, Curriculum Support and Educator Preparation Institute | | |
| | | Associate Director, Digital Communication | | |
| | | Associate Director, Grant Acquisitions and Management | | |
| | | Associate Director, Information Center | | |
| | | Associate Director, Libraries | | |
| | | Associate Director, Linking in Faith & Education (LIFE) | | |
| | | Associate Director, Registrar | | |

PROFESSIONAL TECHNICAL

| Pay Level | FSLA | Title | Min | Max |
|-----------|------------|---|-----------|-----------|
| PROTECH-1 | Exempt | Application Developer | \$ 58,835 | \$ 88,253 |
| | | Assistant Director, Career and Testing Services | | |
| | | Assistant Director, Libraries | | |
| | | Assistant Director, Student Engagement and Leadership Develop | | |
| | | Assistant Director, Student Life and Leadership | | |
| | | Coordinator, Institutional Assessment | | |
| | | Coordinator, Systems and Database | | |
| | | Executive Assistant to the President and DBoT | | |
| | | Functional Analyst | | |
| | | Institutional Research Analyst | | |
| | | Project Manager, Facilities | | |
| | | Senior Instructional Design Coordinator | | |
| | | Senior Paralegal | | |
| | | Training Center Manager, Law Enforcement/Corrections | | |
| | | Webmaster | | |
| PROTECH-2 | Exempt | Coordinator, Campus Facilities | \$ 53,582 | \$ 80,373 |
| | | Coordinator, HVAC/Energy | | |
| | | Coordinator, Marketing and Communications | | |
| | | Coordinator, Pell Grant Awards | | |
| | | Coordinator, State and Institutional Scholarships | | |
| | | Coordinator, Student Loans and Default Prevention | | |
| | | Data Analyst | | |
| | | Graphics Designer | | |
| | | Multimedia Service Manager | | |
| | | Plans Reviewer/Building Inspector | | |
| | | Project Manager, Network Services | | |
| | | Senior Accountant | | |
| | Non-Exempt | Paralegal | | |
| PROTECH-3 | Exempt | Coordinator Foundation Advancement | \$ 50,430 | \$ 75,645 |
| | | Coordinator Foundation Development | | |
| | | Coordinator, Academic Success Center | | |
| | | Coordinator, Career Services | | |
| | | Coordinator, Foundation Events and Marketing | | |
| | | Coordinator, LIFE | | |
| | | Coordinator, LIFE and Career Services | | |
| | | Coordinator, Veteran Services | | |
| | | District Textbook Manager | | |
| | | Health Lab Assistant | | |
| | | Health Program Lab Assistant | | |
| | | Instructor/Coordinator Law Enforcement/Corrections | | |
| | | Instructor/Coordinator Welding | | |
| | | Nursing Health Lab Assistant | | |
| | | Plant Manager | | |
| | | Staff Accountant | | |
| | | Theatre Technical Director/Instructor | | |
| | | Computer/Network Support Specialist | | |
| | Non-Exempt | Coordinator, Audiovisual Services | | |
| | | Coordinator, Student Financial Services | | |
| | | Foundation Staff Accountant (20 HRS) | | |
| | | Instructional Designer | | |
| | | Nursing and Health Lab Assistant (20 HRS) | | |
| | | Payroll Specialist | | |
| | | Project Manager, Marketing and Communications | | |
| | | Senior Benefits Specialist | | |
| | | Senior Human Resources Specialist | | |

PROFESSIONAL TECHNICAL

| Pay Level | FSLA | Title | Min | Max |
|-----------|------------|---|-----------|-----------|
| PROTECH-4 | Exempt | Advisor | \$ 47,278 | \$ 70,917 |
| | | Advisor, Pre-Collegiate/LSAMP | | |
| | | Assistant Coordinator, Campus Facilities | | |
| | | Assistant Instructor/Coordinator Fire Science Programs (24 HOURS) | | |
| | | Athletic Trainer | | |
| | | Coordinator, Nursing and Health Programs Clinical | | |
| | | Coordinator, Pre-Collegiate Program | | |
| | | Financial Aid Advisor | | |
| | | Functional Analyst | | |
| | | Librarian | | |
| | | Safety and Risk Management Specialist | | |
| | | Senior Registrar Specialist | | |
| | | Student Recruiter | | |
| | Non-Exempt | Accounting Specialist | | |
| | | Audiovisual Technician | | |
| | | Budget Analyst | | |
| | | Coordinator Emergency Cardio CareProgram | | |
| | | Data Support Specialist | | |
| | | Advisor (20 HRS) | | |
| | | Assistant Instructor/Coordinator Law Enforcement and Correct (20 HRS) | | |
| PROTECH-5 | Exempt | Coordinator, Student Life and Leadership | \$ 42,025 | \$ 63,038 |
| | Non-Exempt | Academic Support Specialist | | |
| | | Application Support Specialist | | |
| | | Assistant Coordinator, Student Accessibility Services (20 HRS) | | |
| | | Campus Maintenance Mechanic | | |
| | | College Store Supervisor | | |
| | | Coordinator, Foundation Database | | |
| | | Coordinator, Science Lab | | |
| | | Coordinator, Science Lab (20 HRS) | | |
| | | E-Learning and Instructional Analyst | | |
| | | Executive Administrative Assistant | | |
| | | Financial Aid Specialist | | |
| | | Help Desk Technician | | |
| | | Lab Technician Computer Labs | | |
| | | Nursing and Health Programs Clinical Records Specialist | | |
| | | Nursing and Health Programs Simulation and Lab Technician | | |
| | | Procurement Analyst | | |
| | | Senior Lab Technician | | |

ORGANIZATION SUPPORT STAFF

| Pay Level | FSLA | Title | Min | Max |
|-----------|------------|--|-----------|-----------|
| OSS-1 | Non-Exempt | Administrative Assistant | \$ 37,150 | \$ 55,725 |
| | | College Store Manager | \$ 17.86 | \$ 26.79 |
| | | Human Resources Operations Assistant | | |
| | | Supervisor College Services | | |
| | | Placement Coordinator (20 HRS) | | |
| OSS-2 | Non-Exempt | Assistant Plant Manager | \$ 34,965 | \$ 52,447 |
| | | District Maintenance Multi-Trades | \$ 16.81 | \$ 25.22 |
| | | Financial Aid Assistant | | |
| | | Office Supervisor/Head Cashier | | |
| | | Senior Information Center Representative | | |
| | | Senior Student Success Specialist | | |
| | | Staff Assistant Dental Programs | | |
| | | Staff Assistant Library | | |
| | | Staff Assistant Nursing Programs | | |
| | | Staff Assistant Student Life and Leadership | | |
| | | Student Accessibility Services Assistant | | |
| | | Veterans Services Specialist | | |
| OSS-3 | Non-Exempt | Accounts Payable Specialist | \$ 32,780 | \$ 49,169 |
| | | Admissions Specialist | \$ 15.76 | \$ 23.64 |
| | | Athletic Groundskeeper (20 HRS) | | |
| | | Campus Maintenance Trades worker | | |
| | | Campus Maintenance Tradesworker | | |
| | | Career and Job Training Specialist | | |
| | | College Store Associate | | |
| | | College Store Associate (25 HOURS) | | |
| | | College Store Associate/Store Receiving | | |
| | | Courier | | |
| | | District Painter | | |
| | | Health Programs Clinical Support Assistant | | |
| | | Information Center Representative | | |
| | | Library Assistant | | |
| | | Library Assistant (20 HRS) | | |
| | | Maintenance/Grounds Assistant | | |
| | | Maintenance/Grounds Assistant (20 HRS) | | |
| | | Purchasing Assistant | | |
| | | Senior Office Assistant Academic Success Center | | |
| | | Senior Office Assistant Academic Success Center (20 HRS) | | |
| | | Senior Office Assistant Arts and Sciences | | |
| | | Senior Office Assistant Athletics | | |
| | | Senior Office Assistant Aviation (20 HRS) | | |
| | | Senior Office Assistant Faculty Support | | |
| | | Senior Office Assistant Faculty Support (20 HRS) | | |
| | | Senior Office Assistant Financial Aid | | |
| | | Senior Office Assistant Financial Aid (20 HRS) | | |
| | | Senior Office Assistant Fire Science Programs | | |
| | | Senior Office Assistant Global and Multicultural Awareness a | | |
| | | Senior Office Assistant Health Programs | | |
| | | Senior Office Assistant Health Programs (20 HRS) | | |
| | | Senior Office Assistant Institutional Effectiveness | | |
| | | Senior Office Assistant Inventory Control | | |
| | | Senior Office Assistant Nursing & Health Programs (20 HRS) | | |
| | | Senior Office Assistant Nursing Programs | | |
| | | Senior Office Assistant Public Services | | |
| | | Senior Office Assistant Workforce Develop & Career and Tech | | |
| | | Student Financial Services Assistant | | |
| | | Student Success Specialist | | |
| | | Testing Administration Specialist | | |
| | | Testing Operations Specialist | | |
| | | Testing Services Specialist | | |

FACULTY

Contracts are based on 162 Duty Day (9-Month Contract)

| Title | Instructional Level | Salary Range | | % Increase for Previous Experience* |
|---|---------------------|--------------|-----------|-------------------------------------|
| | | Minimum | Maximum | |
| Fulltime Faculty with Doctorate Degree | I | \$50,225 | \$100,450 | 2.00% |
| Fulltime Faculty with Masters Degree Plus 30 Graduate Hours above the Masters | II + 30 | \$48,175 | \$86,715 | 1.50% |
| Fulltime Faculty with Masters Degree | II | \$46,125 | \$83,025 | 1.50% |
| Fulltime Faculty with Bachelor's Degree or Below | III | \$44,075 | \$79,335 | 1.00% |

* Up to 8 yrs of full-time teaching or related work experience.

Article 9

DEPARTMENT CHAIR

| Title | Yearly |
|---|---------|
| Department Chair (per designated department per job description) | |
| Department Chair, Social & Behavioral Science | \$6,000 |
| Department Chair-Biological Science | \$6,000 |
| Department Chair-Communications | \$6,000 |
| Department Chair-Humanities | \$6,000 |
| Department Chair-Mathematics | \$6,000 |
| Department Chair-Physical Science | \$6,000 |

PROGRAM DIRECTOR

| | |
|---|---------|
| Program Directors (per designated department per job description) with no-release time | |
| Program Director, Baccalaureate Supervision & Mgmt Program | \$7,000 |
| Program Director, Engineering Technology | \$7,000 |
| Program Director, General Business and Workforce Programs | \$7,000 |
| Program Director, Information Technology | \$7,000 |
| Program Director-Aviation | \$7,000 |
| Program Director-Crime Scene Forensic Science | \$7,000 |
| Program Director-Paralegal | \$7,000 |

| | |
|--|---------|
| Program Directors (per designated department per job description) with release time | |
| Program Director, Bachelor of Science in Nursing | \$5,000 |
| Program Director, Dental | \$5,000 |
| Program Director, Emergency Medical Services | \$5,000 |
| Program Director, Human Services | \$5,000 |
| Program Director, Radiography | \$5,000 |

| | |
|---|---------|
| Program Director w/light summer schedule with release time equal to one 2 career (technical) credit course for Fall and Spring | |
| Program Director, Surgical Technology | \$5,000 |
| Program Director-Health Occupations | \$5,000 |

Department Chair MOU

STUDENT PART-TIME TEMPORARY

| Students, Financial Aid Funded (Not subject to FICA/Medicare) Title | Pay Group | Hourly Rate |
|--|--------------|---|
| Student Assistant | ST10 | Higher of Florida or Federal Minimum Wage; Effective With the Beginning of the Pay Period in which the Minimum Wage Changes |
| College Work Study | ST11 | |
| Peer Tutors | ST12 | |

Federal Minimum Rate: \$7.25 per hour

Florida Minimum Rate

- \$11.00 per hour Effective 9/30/22
- \$12.00 per hour Effective 9/30/23
- \$13.00 per hour Effective 9/30/24
- \$14.00 per hour Effective 9/30/25
- \$15.00 per hour Effective 9/30/26

OVERLOAD/ADJUNCT

| Title | | | |
|--|------------------------|---------|---------|
| Credit Courses | | | |
| Faculty or Administrator Emeriti | Fall | Spring | Summer |
| | Per Instructional Hour | | |
| Classroom Instruction-Credit paid in accordance with IMM # 2-18 and IMM # 2-29 | \$70.00 | \$70.00 | \$70.00 |
| Full-Time Faculty (Overload) | | | |
| Classroom Instruction | \$45.00 | \$45.00 | \$45.00 |
| Substitute Instruction | \$45.00 | \$45.00 | \$45.00 |
| Information Technology Certification Courses (Microsoft; CISCO, Novell: A+) | \$90.00 | \$90.00 | \$90.00 |
| Clinical Instructor (Paramedic, Nursing, EMT, LPN, RTE) | \$39.38 | \$39.38 | \$39.38 |
| Non-Instructional College Staff (Part-Time Instruction) | | | |
| Classroom Instruction | \$45.00 | \$45.00 | \$45.00 |
| Substitute Instruction | \$45.00 | \$45.00 | \$45.00 |
| Information Technology Certification Courses (Microsoft; CISCO, Novell: A+) | \$90.00 | \$90.00 | \$90.00 |
| Clinical Instructor (Paramedic, Nursing, EMT, LPN, RTE) | \$39.38 | \$39.38 | \$39.38 |
| Part-Time Faculty | | | |
| Classroom Instruction | \$42.00 | \$42.00 | \$42.00 |
| Substitute Instruction | \$42.00 | \$42.00 | \$42.00 |
| Educators Preparation Institute (EPI) | \$42.00 | \$42.00 | \$42.00 |
| Information Technology Certification Courses (Microsoft; CISCO, Novell: A+) | \$84.00 | \$84.00 | \$84.00 |
| Clinical Instructor (Paramedic, Nursing, EMT, LPN, RTE) | \$36.75 | \$36.75 | \$36.75 |
| Non-Credit Courses | | | |
| Full-Time Faculty (Overload) | Fall | Spring | Summer |
| | Per Instructional Hour | | |
| Additional Lab Instructors for courses containing CPR component | \$29.00 | \$29.00 | \$29.00 |
| Continuing Workforce Education (CWE) | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Corrections | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Health | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Law Enforcement | \$29.00 | \$29.00 | \$29.00 |
| Post-Secondary Adult Vocational (PSAV) | \$29.00 | \$29.00 | \$29.00 |
| Substitute Instruction | \$29.00 | \$29.00 | \$29.00 |
| Non-Instructional College Staff (Part-Time Instruction) and Part-Time Faculty | | | |
| Additional Lab Instructors for courses containing CPR component | \$29.00 | \$29.00 | \$29.00 |
| Continuing Workforce Education (CWE) | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Corrections | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Health | \$29.00 | \$29.00 | \$29.00 |
| Open Enrollment Supplementary Instruction/Law Enforcement | \$29.00 | \$29.00 | \$29.00 |
| Post-Secondary Adult Vocational (PSAV) | \$29.00 | \$29.00 | \$29.00 |
| Substitute Instruction | \$29.00 | \$29.00 | \$29.00 |

Article 8

Article 9

OVERLOAD/ADJUNCT

| Title | |
|---|------------|
| Distance Learning Course Development | |
| Subject Matter Experts (SME) | Amount |
| Level 5: New eCourse (3-5 credits) is developed using open educational resources (OER), web resources, multimedia elements and SME developed content with only minor publisher materials to enhance the content for every module in the course. Content addresses multiple learning styles, accessibility requirements and best practices in online teaching and learning. Multimedia elements are defined as content in the digital Media Studio (scripts, voiceovers, presentations, etc.), avatars for lectures scenario-based activities using interactive rapid e-learning software (Articulate, Camtasia, Captivate, etc.) and any other engaging activity for the student, SME developed content can include videos, critical thinking activities, assessments, announcements, and/or rubrics using tools inside of myPHSC. | \$1,650.00 |
| Level 4: Existing eCourse (3-5 credits) that requires a complete overhaul due to new textbooks, and digital resources. The course is designed with the addition of SME developed content and OER for every module in the course. SME works with the instructional design team to develop additional multimedia elements to enhance the course material. Content is designed to address multiple learning styles, accessibility requirements and best practices in online teaching and learning. | \$1,320.00 |
| Level 3: New eCourse (3-5 credits) is developed with SME developed content and publisher resources. Content created for the course also includes multimedia elements and OER in over half the course. Course materials require organization and manipulation of content by SME. Content is developed to address multiple learning styles, accessibility requirements, and best practices in on-line teaching and learning. | \$1,100.00 |
| Level 2a: Existing eCourse (3-5 credits) that requires revision to the structure due to textbook edition change, new resources and the addition of SME developed content. Content is developed to address multiple learning styles, accessibility requirements and best practices in online teaching and learning are evident. Level 2b: New eCourse (1-2 credits) is developed using SME developed content, publisher content, multimedia elements and OER. Course materials require organization and manipulation of content by SME. Content is developed to address multiple learning styles, accessibility requirements and best practices in online teaching and learning. | \$550.00 |
| Level 1a: Existing eCourse that requires minimal revision due to an update to publisher provider materials, and/or minor textbook changes due to new edition. Level 1b: New eCourse is developed using publisher materials (MyMathLab, Mastering Biology, CengageNow, etc.) for the majority of the course content. Course materials require organization and manipulation of content by SME. Content is developed to address multiple learning styles, accessibility requirements and best practices in online teaching and learning. | \$275.00 |
| Level 0: eCourse is developed using publisher materials with no SME developed content. | \$0.00 |

Article 8

OVERLOAD/ADJUNCT

| Title | |
|---|--|
| Life Long Learning | |
| Sliding Scale-Proportionate to enrollment for a one hour course (Substitutes paid same rate) | $\$2.00 \times 6 \text{ students} = \12.00 per hour $\$2.00 \times 8 \text{ students} = \16.00 per hour $\$2.00 \times 10 \text{ students} = \20.00 per hour $\$2.00 \times 12 \text{ students} = \24.00 per hour |
| Continuing Workforce Education Training (CWE) | |
| Instructors' fee (contractually determined) | |
| Research & Development Fee | |
| Only for Continuing Workforce Education courses with a Z@ designator added to course number. | $1\text{-}5 \text{ hour class } \50 $6\text{-}10 \text{ hour class } \100 $11\text{-}15 \text{ hour class } \150 $16 + \text{ hour class } \200 |
| Independent Study and Practicum | |
| One third (1/3) of the cost of the instructional hours of the course will be paid to the instructor for 1 to 4 students. For 5 to 12 students, the balance of the cost of the instructional hours of the course will be prorated per student up to 12 students. | |
| Credit-by-Examination | |
| \$20.00 for preparation and examination | |
| On-Line Faculty Mentor | |
| \$2,025 per year | |

MISCELLANEOUS.SUPPLEMENTAL (PF/TEMP)

| Title | Hourly Rate |
|---|--|
| Academic Camp Counselor (summer program) | Higher of Florida or Federal Minimum Wage; E ffective With the Beginning of the Pay Period in which the Minimim Wage Changes |
| Art Models | |
| Auditorium Ushers | |
| College Outreach Office Assistant - CROP | |
| Enrollment Management Representative | |
| Officials for Intramural Sports to include Employees and Student Competitions | |
| Program Assistant-CROP | |
| Stage Hand/Custodian | |
| Student Engagement Representative | |
| Tutor | |
| Additional job titles may be added with the President's approval | |
| | |
| Armorer-Law Enforcement Program | \$28.00 |
| Clerical Assistant | Florida Minumum Wage |
| Pre Collegiant Program Rrecruiter | \$15.00 |
| CROP Instructor | \$15.75 |
| Enrollment Management Assistant | Florida Minumum Wage |
| National Health Care Association Exam Proctor | \$20 per hour not to exceed \$60 in total |
| Program Assistant | \$15.00 |
| Range Master-Law Enforcement Program | \$28.00 |
| Test Administrator | \$12.50 |
| Theatre Technician | \$10.00 |
| Developmental Education /Teaching Assistant | \$15.39 |
| Instructional Lab Technician Science, Computer Labs, Dental Labs | \$15.39 |
| Job Shadow, Welding | \$20.20 |
| (Hourly rate based on Professional Technical 5 Pay Group, minimum salary) | |
| | |
| Advisor | \$22.73 |
| Student Accessibility Services Specialist/Tutor | \$22.73 |
| Instructional Lab Technician - Paramedics | \$22.73 |
| Librarian | \$22.73 |
| (Hourly rate based on Professional Technical 4 Pay Group, minimum salary) | |
| | |
| Athletics | |
| Athletic Training Service (when PHSC Trainer is not available) | \$22.73 |
| (Hourly rate based on Professional Technical 4 Pay Group, minimum salary) | |
| Lines Official | No more than the amount as specified in the most current contract with the conference officials association |
| Official | |
| Umpire | |
| A/P Announcer | Higher of Florida or Federal Minimum Wage; E ffective With the Beginning of the Pay Period in which the Minimim Wage Changes |
| Clock Operator | |
| Concession Stand Operator | |
| Game Video Filmer | |
| Score Keeper | |
| Ticket Seller/Ticket Taker | |

ADMINISTRATIVE SUPPLEMENTS

| Title | Per Year | FLSA |
|---|----------|--------|
| OPS Educator Prep Inst Field Experience Coordinator stipend | \$2,025 | Exempt |
| QEP Summer Stipend-Director | \$2,025 | Exempt |
| QEP Faculty Subject Matter Expert (SME): Stipend (1 per semester) | \$2,025 | Exempt |
| QEP Faculty Master Trainer: Stipend (1 per semester) | \$2,025 | Exempt |

COACHING SUPPLEMENT

| Title | Per Year | FLSA |
|---|------------|--------|
| Head Coach Men's Baseball | \$25,000 | Exempt |
| Head Coach Women's Softball | \$25,000 | Exempt |
| | | |
| Head Coach, Men's Cross Country | \$20,000 | Exempt |
| Head Coach, Men's Soccer Coach | \$20,000 | Exempt |
| Head Coach, Women's Cross Country | \$20,000 | Exempt |
| Head Coach, Women's Soccer | \$20,000 | Exempt |
| Head Coach, Women's Volleyball | \$20,000 | Exempt |
| | | |
| Head Coach – (Full-time Employee) or Assigned as Assistant Coach Position (in Sport other than Head Coach assignment) | | |
| Instructor/Head Coach Men's Basketball | \$6,600 | Exempt |
| | | |
| Assistant Coach – (Full-time Employee who is not a head coach or a Part-time Employee) | | |
| Assistant Coach, Men's Baseball | \$7,088.00 | Exempt |
| Assistant Coach, Men's Basketball | \$7,088.00 | Exempt |
| Assistant Coach, Men's Soccer | \$7,088.00 | Exempt |
| Assistant Coach, Women's Softball | \$7,088.00 | Exempt |
| Assistant Coach, Women's Volleyball | \$7,088.00 | Exempt |

ATHLETIC CAMPS

| Title | Amount |
|---|---|
| Camp Director | \$10 per participant or \$50 per team in a league |
| Head Coach | <p>\$20 per hour if a campus has 25 or less participants or a league has 5 or fewer teams.</p> <p>\$25 per hour if a campus has 26 or more participants or a league has 6 or more teams.</p> |
| Assistant Coach | <p>\$10 per hour if a campus has 25 or fewer participants or a league has 5 or fewer teams.</p> <p>\$15 per hour if a campus has 26 or more participants or a league has 6 or more teams.</p> |
| Guest Coach | <p>\$100 1st year working a camp or league.</p> <p>\$125 2nd year working a camp or league.</p> <p>\$150 3rd year working a camp or league.</p> |
| Counselor (Usually a PHSC athlete or another campus or college athlete) | <p>\$100 1st year working a league.</p> <p>\$125 2nd year working a camp or league.</p> |

EARNED DEGREES

Per IMM 2-24 Guidelines and Process for Rewarding Personnel Who Earn Additional Degrees

| Faculty | Amount |
|--------------------------|---------|
| Doctorate Degree | \$5,000 |
| Masters Degree + 30 | \$4,500 |
| Masters Degree | \$4,000 |
| Bachelors Degree | \$3,000 |
| Associate Degree | \$2,000 |
| Administration and Staff | Amount |
| Doctorate Degree | \$5,000 |
| Masters Degree | \$4,000 |
| Bachelors Degree | \$3,000 |
| Associate Degree | \$2,000 |

LONGEVITY

Per IMM 2-26 Guidelines and Process for Longevity Compensation

| Faculty | Frequency | Amount |
|------------------------------|-----------|---------|
| Doctorate Degree | 5 Years | \$1,300 |
| Masters Degree + 30 | 5 Years | \$1,200 |
| Masters Degree | 5 Years | \$1,000 |
| Bachelors Degree and below | 5 Years | \$900 |
| Administration and Staff | | |
| President | 4 years | \$1,000 |
| Executive | 4 years | \$1,000 |
| Administrative | 4 years | \$1,000 |
| Professional Technical | 4 years | \$1,000 |
| Organizational Support Staff | 3 Years | \$750 |

REVISIONS, UPDATES and CORRECTIONS:

6/28/2023

- * Duplicate Functional Analyst ProTech-1 & ProTech-4. ProTech-4 was deleted.
- * Executive Director, Facilities renamed Executive Director, Planning
- * Financial Aid Advisor noted as both Exempt and Non-Exempt. Non-exempt deleted.



6HX19-3.06 FACULTY TEACHING LOAD

The purpose of this Board Rule is to establish Board policy regarding the teaching load of College faculty.

Each full-time faculty member shall teach a minimum of 15 classroom contact hours, or its equivalent, per week, during the fall and spring terms. A classroom contact hour consists of a regularly scheduled one-hour period of classroom activity in a course of instruction which has been approved by the Board. For purposes of calculating the 15-hour teaching load, the guidelines contained in Board Rule 6Hx19-3.07, *Faculty Teaching Loads and Supplemental Contract Payments*, will be followed.

Rule Adopted: 8/16/73; 8/25/75; 11/19/79; 5/19/80; 1/20/86; 11/13/90; 5/18/99;
■09/02/08

Effective Date: 8/16/73; 10/07/75; 11/19/79; 5/19/80; 1/20/86; 11/13/90; 5/18/99;
■09/02/08

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65; 1012

Other References:

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18)(43)(44);
1001.65(1)(3)(16)(24); 1012.82

Proposer: Timothy L. Beard, President

■President's Cabinet Approval – Non-Substantive/Editorial

Administrative Reviewed – No recommended changes: 4/30/18



6HX19-3.07 FACULTY TEACHING LOADS AND SUPPLEMENTAL CONTRACT PAYMENTS

The purpose of this Board Rule is to establish Board policy regarding faculty teaching loads and supplemental contract payments.

The following guidelines will apply when computing faculty teaching loads and determining when to pay full-time faculty members on a supplemental contract basis.

1. An instructional hour equivalent is an artificial unit of measure which does not necessarily correspond to credit hours, lecture hours, laboratory hours, clinical hours, or contact hours. An instructional hour equivalent is used for the purpose of calculating full-time teaching loads and payment of supplemental contracts except where indicated.

The following guidelines will be used for the purpose of calculating instructional hour equivalents:

- a. One College Credit; College Preparatory Credit; Dental Assisting, Practical Nursing, or Technical Credit lecture hour equals 1.0000 instructional hour equivalent.
 - b. One science laboratory hour equals 0.7500 instructional hour equivalent.
 - c. One Registered Nursing, Practical Nursing, Radiography, Dental Assisting, Dental Hygiene, or Emergency Medical Services or Technical Health laboratory hour, or clinical hour, equals 0.8750 instructional hour equivalent.
 - d. One laboratory hour, including Art, Drama, and Theater, equals 0.6875 instructional hour equivalent.
 - e. One hour of Music instruction equals 0.6667 instructional hour equivalent.
 - f. One hour of Welding Technology instruction (includes lecture and laboratory) equals 0.8333 instructional hour equivalent.
 - g. One laboratory or clinical hour, not included in b. through f. above, equals 0.5000 instructional hour equivalent.
2. A full-time faculty member's load, teaching college credit courses will be calculated as follows:

6Hx19-3.07

Faculty Teaching Loads and Supplemental Contract Payments

- a. For Terms I and II, instructors will teach no less than 225 instructional hour-equivalents and no more than 400 instructional hour equivalents.
 - b. Once the full-time load range has been achieved by an instructor, any additional courses will be taught on a supplemental contract basis.
3. A full-time faculty member's load, teaching technical credit courses will be calculated as follows:
- a. For Terms I and II, instructors will teach no less than 300 instructional hour equivalents and no more than 360 instructional hour equivalents.
 - b. Once the full-time load range has been achieved by an instructor, any additional courses will be taught on a supplemental contract basis.

Procedures established by the President to implement this Board Rule are contained in Internal Management Memorandum #3-22 *Faculty Workloads and Supplemental Contract Payments*.

Rule Adopted: 8/16/73; 6/16/75; 8/25/75; 4/25/77; 2/20/78; 8/20/79;
9/17/79; 11/19/79; 12/17/79; 1/14/80; 6/15/81; 3/19/84;
12/19/8; 4/10/90; 2/24/98; 3/23/99; 9/24/02; 6/15/04;
■09/02/08; 05/19/09

Effective Date: 8/16/73; 7/7/75; 10/7/75; 5/19/77; 2/20/78; 8/20/79; 9/17/79;
11/19/79; 12/17/79; 1/14/80; 6/15/81; 3/19/84; 12/19/88;
4/10/90; 2/24/98; 3/23/99; 9/24/02; 6/15/04; ■09/02/08;
05/19/09

Reviewed:
President's Administrative Leadership Team – Non-Substantive/Editorial 6/11/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65; 1012

Other References:

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18)((43)(44);
1001.65(1)(3)(16)(24); 1012.82; 1012.83

Proposer: Timothy L. Beard, President

6Hx19-3.07

**Faculty Teaching Loads and Supplemental
Contract Payments**

■ President's Cabinet Approval – Non-Substantive/Editorial



6Hx19-2.23 DISMISSAL, RETURN TO ANNUAL CONTRACT – CONTINUING CONTRACT PERSONNEL

The purpose of this Board Rule is to establish the Board's policy regarding the dismissal of personnel on continuing contract and the return of employees on continuing contract to annual contract.

The dismissal of personnel on continuing contract and the return of employees on continuing contract to annual contract shall be conducted subject to the provisions of State Board of Education Rules, as set forth in the Florida Administrative Code, and Florida Statutes and in accordance with the procedures listed below:

1. The following shall constitute the grounds for termination of employment pursuant to State Board of Education Rule 6A-14.0411 (4) and (5).
 - (a) Consolidation, reorganization or reduction of the College program which necessitates a decrease in the number of personnel employed.
 - (b) Immorality: Conduct that is inconsistent with the standards of public conscience and good morals of the district in which the college is located. It is conduct sufficiently notorious to bring the individual concerned or the education profession into public disgrace or disrespect and impair the individual's service in the College.
 - (c) Misconduct in office:
 - (1) Deliberate, persistent, unlawful, or improper conduct by an individual which violates established rules, policies, directives, or guidelines for performing assigned duties;
 - (2) negligent failure of an employee to perform the duties assigned to him/her;
 - (3) showing the effects of abusive or excessive use by an individual of alcohol or other debilitating intoxicants, drugs or narcotics on campus or at any College-affiliated activity;
 - (4) unlawful manufacture, distribution, dispensation, possession or an illegal use of a controlled substance or alcohol on College premises or while attending off-campus college sponsored activities; and/or
 - (5) participation by an individual in disruptive activities which interfere with the normal operation of the College.
 - (d) Incompetency: An inability or lack of fitness to discharge required duties as a result of inefficiency or incapacity.

Board Rule 6Hx19-2.23
Dismissal, Return to Annual
Contract Continuing Contract Personnel

(i) In the determination of what constitutes inefficiency, the District Board of Trustees may consider repeated failure to perform duties; repeated failure on the part of an instructor to communicate with and relate to students in the classroom to such an extent that students are deprived of minimum educational experiences; or repeated failure on the part of an administrator or supervisor to communicate with and relate to teachers and students under his/her supervision to such an extent that the program for which he/she is responsible is seriously impaired.

(ii) In the determination of what constitutes incapacity or inability, the District Board of Trustees may consider a lack of emotional stability; a lack of adequate physical ability; a lack of general educational background; or a lack of adequate command of the area of specialization.

- (e) Gross insubordination: An intentional, constant, or continuing refusal to obey a direct order, reasonable in nature, and given by and with proper authority.
- (f) Willful neglect of duty: Deliberate failure of an employee to perform the duties assigned to him/her.
- (g) Drunkenness or Drug Abuse: That condition which exists when an individual publicly is under the influence of alcoholic beverages or drugs to such an extent that normal faculties are impaired, or conviction by a Court of Law, or a finding or legal establishment of guilt on same by a Court regardless of whether adjudication of guilt is withheld, on the charges of drunkenness, driving while intoxicated, or abusive use of drugs or narcotics. Failure to report to the appropriate supervisor any Drug Statute Conviction for a violation occurring at the College within five (5) days of such conviction.
- (h) Conviction of any crime involving moral turpitude: A crime that is evidenced by an act of baseness, vileness, or depravity in the private, professional, or social duties which a person owes to his fellow man or to society in general, contrary to the accepted and customary rules or right and duty between person and person.

Board Rule 6Hx19-2.23
Dismissal, Return to Annual
Contract Continuing Contract Personnel

2. Any employee who is under continuing contract may be dismissed or may be returned to annual contract status for another three (3) years at the discretion of the Board when a recommendation to that effect is submitted in writing to the Board on or before April 1 of any college year giving good and sufficient reasons therefore by the President and provided the President's recommendation is approved by a majority of the Board.
3. The employee whose contract is under consideration shall be duly notified in writing at least seven (7) days prior to the filing of the written recommendation with the Board and such notice shall include a copy of the charges and the recommendation to the Board.
4. Should the Board determine that it will consider the charges filed against the employee, it shall direct that a petition conforming to the requirements of the model rules of procedure adopted pursuant to Section 120.54(5), Florida Statutes, and including notification to the employee of his or her hearing rights, be filed with it and a copy served upon the employee.
5. If the employee wishes a public hearing, he or she shall notify the Board in writing within ten (10) days after the date of service of the petition. Upon receiving such a request, the Board shall within fifteen (15) days notify the employee of the time and place of the public hearing on the charges which shall not be less than fourteen (14) days from the service of the notice unless a different time is agreed to by all parties.
6. The hearing shall proceed in accordance with provisions of Chapter 120, Florida Statutes, and should be in substantial compliance with the model rules of procedure, Chapter 28, Florida Administrative Code, unless the parties mutually agree to an alternative hearing procedure. In the event the employee does not request a public hearing, the Board shall proceed to take appropriate action. Any decision adverse to the employee shall be made by a majority vote of the full membership of the Board.
7. Should the Board have to choose from among its personnel who are on continuing contracts as to which should be retained, among the criteria to be considered shall be educational qualifications, efficiency, compatibility, character and capacity to meet the educational needs of the community. Whenever the Board is required to or does consolidate or reduce its program, the Board may determine on the basis of the foregoing criteria from which College employees shall be employed for service at the College and any employee no longer needed may be dismissed. The

Board Rule 6Hx19-2.23
Dismissal, Return to Annual
Contract Continuing Contract Personnel

decision of the Board shall not be controlled by any previous contractual relationship. In the evaluation of these factors, the decision of the Board shall be final.

8. The Board may utilize the services of a hearing examiner to conduct either formal or informal hearings.

Rule Adopted: 11/18/74; 8/25/75; 11/19/79; 12/16/85; 11/16/87; 5/14/91; 1/16/96;
■12/15/08

Effective Date: 11/18/74; 10/7/75; 11/19/79; 12/16/85; 11/16/87; 5/14/91; 1/16/96;
■12/15/08

Reviewed:
President's Administrative Leadership Team – Non-Substantive/Editorial: 6/11/18

Legal Authority:

General Authority: Title 34 CCFR 85, Subpart F (1988);
Public Law 101-226 S. 22 (1989);
Florida Statutes: 1001.64; 1001.65; 1012

Other References: Florida Administrative Code: 6A-14.0411 (4)(5); 28-106

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18)((43)(44)(46);
1001.65(1)(3)(16)(24); 1012.83

Proposer: Timothy L. Beard, President

■President's Cabinet Approval – Non-Substantive/Editorial



6Hx19-2.35 NON-ISSUANCE OF ANNUAL CONTRACT

The purpose of this Board Rule is to establish Board policy regarding the non-issuance of annual contracts to employees.

The District Board of Trustees, upon the recommendation of the President, may determine not to issue an annual contract to an employee in accordance with the following:

- (1) **Notice of Non-Issuance of Annual Contract:** When a determination is made that an employee is not to be offered an annual contract, that employee shall be notified in writing of the expiration date of the current contract and that a new annual contract will not be offered. This notice should be sent to the employee no later than four weeks prior to the expiration of the employee's contract, with exception to disciplinary action. The employee shall not be entitled to reasons why a new annual contract is not being offered nor shall the employee have any rights to a hearing.
- (2) **Expectancy of Re-Employment:** The District Board of Trustees owes no further contractual obligation to an employee at the expiration of an annual contract. The District Board of Trustees has no legal obligation to offer a new annual contract. No employee of the College, except the President, is authorized to give expressed or implied assurances of employment beyond any current contract period to any person employed by the District Board of Trustees.

Rule Adopted: 11/18/74; 8/25/75; 11/19/79; 5/19/86; 11/16/87; 10/21/97; 6/21/05;
■09/02/08

Effective Date: 11/18/74; 10/7/75; 11/19/79; 5/19/86; 11/16/87; 10/21/97; 6/21/05;
■09/02/08

Reviewed:

President's Administrative Leadership Team – Non-Substantive/Editorial: 6/11/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65

Other References: Florida Administrative Code: 6A-14.041

Law Implemented: Florida Statutes: 1001.63; 1001.64(1)(2)(4)(18)(43)(44);
1001.65(1)(3)(5)(6)(24); 1012.83

Proposer: Timothy L. Beard, President

■President's Cabinet Approval – Non-Substantive/Editorial



6Hx19-5.34 OFFICIAL COLLEGE TRAVEL

The purpose of this Board Rule is to establish Board policy governing official college travel by College authorized representatives and employees.

The following rules shall govern travel of Board members, employees, and other authorized persons and the payment of costs associated with such travel in accordance with Florida Statute 112.061.

College representatives shall be reimbursed for reasonable travel expenses incurred while traveling in the performance of their official duties. Reimbursable expenses include: transportation, lodging, meals, and related incidental costs. Reimbursable expenses are subject to the limitations described in this Rule and internal College procedures.

Reimbursements for travel funded by Federal, State, special project, student activities, or grant funds shall be made in accordance with the project budget but will not exceed the limits established within this Rule.

Students approved to travel and represent the college at functions such as student activity and organization meetings and athletic events shall also be governed by the terms of this Rule. The College reserves the right to further limit and restrict students from incurring any expenses, provided for in this rule, deemed nonessential to fulfilling the purpose of the travel.

Rule Adopted: 3/30/72; 8/16/73; 5/19/75; 8/25/75; 9/20/76; 7/9/79; 8/20/79; 11/19/79; *8/17/81; +9/21/81; 12/16/85; 7/19/94; +7/16/96; 2/15/00; 11/16/04; *6/20/06; 7/28/06; ■09/14/09; 6/12/18

Effective Date: 3/30/72; 8/16/73; 6/9/75; 10/7/75; 10/24/76; 7/9/79; 8/20/79; 11/19/79; +7/1/81; +7/1/81; 12/16/85; 10/01/94; +7/1/95; 2/15/00; 11/16/04; *7/1/06; +7/1/06; ■09/14/09; 6/12/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65; 112.061

Other References:

Law Implemented: Florida Statutes: 112.061; 1001.61(3); 1001.64(1)(2)(4)(5)(18)(43)(44); 1001.65(1)(3)(16)(24)

Proposer: Timothy L. Beard, President

*Emergency Approval

+Retroactive Approval

■President's Cabinet Approval – Non-Substantive/Editorial



6Hx19-2.53 PAYMENT OF ACCUMULATED LEAVE AT RETIREMENT OR DEATH

The purpose of this Board rule is to establish Board policy for the payment of accumulated leave (sick leave and/or vacation leave) to eligible employees at retirement from PHSC or upon the death.

Payment of accumulated sick or annual leave will be made to a full-time employee upon retirement after the **sixth** year of service at the College. This benefit will be available provided the full-time employee has attained eligibility for retirement benefits and has made application for such benefits under the Florida Teachers Retirement System, the Florida Retirement System, the Florida State and County Employees Retirement System, the Optional Retirement Plan or participation in the Deferred Retirement Option Plan (DROP). The eligible portion of any accumulated leave due upon retirement as determined by IRS rules, will be deposited in the Board approved 401(a) Qualified Retirement Plan in accordance with the College's Plan document.

I. PAYMENT OF ACCUMULATED SICK LEAVE AT RETIREMENT - For all full-time employees who are not affected under Section II.

Full-time personnel employed at Pasco-Hernando State College (PHSC) will be eligible to receive payment for earned accumulated sick leave including sick leave earned at another Florida State College, the Florida Department of Education, the State University System, a Florida district school board, or a state agency, and transferred into PHSC under Florida Statute 1012.865(2)(a). Transferred hours will be considered earned when originally earned; however, they may not be included in the payment calculation until they are recognized by PHSC in accordance with Florida Statute 1012.865(2)(a). Payment will be based upon the following amounts:

- a. After completion of six years of full-time college service until the completion of nine years of service, an amount equal to 45 percent of the number of accumulated sick leave days times the employee's current daily salary at the time of retirement.
- b. During the 10th year of service and thereafter, an amount equal to 50 percent of the number of accumulated sick leave days times the employee's current daily salary at retirement.
- c. Payment will be provided for accumulated sick leave to the beneficiary or to the employee's estate in accordance with criteria stated in Section I a or b if service is terminated by death.

If an employee retires and receives payment for accumulated sick leave as set forth above, all remaining unused sick leave shall become invalid; however, if an

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Payment of Accumulated Leave at Retirement or Death

employee retires without receiving terminal pay benefits and interrupts retirement to return to employment, the sick leave credit shall be reinstated.

II. **PAYMENT OF ACCUMULATED SICK LEAVE AT RETIREMENT - For full-time employees other than instructional staff or educational support staff.**

Payment for accumulated sick leave for full-time employees who are in positions **other than** those defined in Section II a. as educational support positions and instructional staff positions shall not exceed the amount as calculated in II c., II d., and II e.

- a. "Instructional staff" shall be used synonymously with the word "teacher" or "faculty" and includes faculty members, librarians, counselors, and other comparable members engaged in an instructional capacity in the state college and whose salaries are expensed to GL codes 52000-52099.

"Educational support employee" means any person employed by a state college as an educational or administrative paraprofessional; a member of the operations, maintenance, or comparable department; or a secretary, clerical or comparable level support employee. These employees' salaries are expensed to general ledger (GL) codes 52300-54599.

- b. Individuals will be eligible to accumulate sick leave days until their date of retirement. Only sick leave days earned at PHSC and those transferred from any authorized agency (as described in Section I) are eligible to be paid.
- c. Payment for unused sick leave accumulated prior to July 1, 2001, shall be made according to the processes outlined in Section I of this Rule.
- d. Payment for unused sick leave accumulated on or after July 1, 2001, shall be determined by multiplying the number of hours (a maximum of 1,920 hours) by 25% and then multiplying the resulting product by the final daily rate during the fiscal year in which the employee retires. (This calculation results in the maximum amount of payment for these unused hours, in accordance with law, being limited to 60 days of actual payment.)

If the employee has for terminal pay purposes an accumulated sick leave balance of 60 days of pay or more on June 30, 2001, sick leave earned after

6Hx19-2.53

Payment of Accumulated Leave at Retirement or Death

that date may not be accumulated for terminal-pay purposes until the accumulated sick leave balance for terminal pay purposes as of June 30, 2001, is less than 60 days of pay.

Sick leave used in the course of employment at PHSC on or after July 1, 2001, will be charged to accumulated sick leave earned after July 1, 2001. When accumulated sick leave earned after July 1, 2001, has been exhausted, then the sick leave earned prior to July 1, 2001, will be charged for the sick leave used.

III. PAYMENT OF ACCUMULATED VACATION (ANNUAL) LEAVE AT RETIREMENT

- a. Upon retirement of employment with the PHSC, a full-time employee with accumulated and unused vacation leave to his/her credit shall be paid at his/her current daily salary for up to 500 hours.
- b. Payment for accumulated vacation leave will be provided to the beneficiary or to the employee's estate in accordance with the criteria stated in Section III a., if employment is terminated by death and the employee has a minimum of six years of service at PHSC.
- c. If the deceased employee does not meet the criteria of a minimum of six years of service at PHSC, then the beneficiary or employee's estate is paid up to the maximum of 30 days (240 hours) in accordance with District Board of Trustees Board Rule 6Hx19-2.19.

Date Adopted: 2/21/77; 11/19/79; 10/21/85; 11/16/87; 3/20/89; *4/28/92; 6/16/92;
5/17/94; 9/17/96; 10/21/97; ■3/08/00; *6/26/01; 7/17/01; 6/18/02;
■10/18/04; ■09/02/08

Date Effective: 2/21/77; 11/19/79; 10/21/85; 11/16/87; 3/20/89; *4/28/92; 6/16/92;
5/17/94; 9/17/96; 10/21/97; ■3/08/00; *6/26/01; 6/26/01; 6/18/02;
■10/18/04; ■09/02/08

6Hx19-2.53

**Payment of Accumulated Leave
at Retirement or Death**

Reviewed:

President's Administrative Leadership Team – Non-Substantive/Editorial: 6/11/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65; 1012.865

Other References:

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18)(43)(44);
1001.65(1)(3)(16)(24); 1012.865

Proposer: Timothy L. Beard, President

*Emergency Adoption

■President's Cabinet Approval - Non-Substantive/Editorial



**6Hx19-2.531 PAYMENT OF ACCUMULATED VACATION (ANNUAL)
LEAVE TO ELIGIBLE EMPLOYEES ELECTING TO
PARTICIPATE IN THE DEFERRED RETIREMENT
OPTION PLAN (DROP)**

The purpose of this Board Rule is to establish Board policy for the payment of accumulated vacation (annual) leave to employees who are eligible to enter the Florida Retirement Systems Deferred Retirement Option Plan.

College employees who meet the requirements established by the Florida Retirement System (FRS) for entry into DROP, have at least six (6) years of employment at the College, and have elected to participate in DROP may choose to receive payment of accumulated vacation leave either at the time the employee enters DROP or at the conclusion of the DROP period. In accordance with FRS policies, any vacation leave payment which the employee elects to receive at the end of the DROP period will NOT be included in the employee's Average Final Compensation calculation for purposes of determining retirement benefits.

When the annual leave lump sum payment paid to the DROP participant is less than 500 hours (the maximum allowed by District Board of Trustees Rule 6Hx19-2.53, *Terminal Pay on Retirement or Death* Section III), the DROP participant may receive a second lump-sum payment at the end of DROP period not to exceed the difference between the hours initially paid and the maximum 500 hours. The payment of any additional accumulated vacation leave will not impact the DROP participant's FRS benefit calculation. The eligible portion of the terminal payment of vacation leave for DROP participants, as determined by IRS rules, will be deposited in the Board approved 401(a) Qualified Retirement Plan in accordance with the College's Plan document.

The College shall not be obligated to continue the employment of a DROP participant for any particular period of time. The DROP participant's continued employment shall be subject to all of the terms and conditions of the participant's employment contract, if any, and the rules and policies of the College.

Rule Adopted: *9/15/98; 10/20/98; 7/17/01; 6/18/02; ■09/02/08

Effective Date: *9/15/98; *9/15/98; 7/17/01; 6/18/02; ■09/02/08

Reviewed:

President's Administrative Leadership Team – Non-Substantive/Editorial: 11/05/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65; 1012; 121

Other References:

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18)(21)(43)(44);
1001.65(1)(3)(16)(4); 1012.87; 121.091(13)

Proposer: Timothy L. Beard, President

■ President's Cabinet Approval - Non-Substantive/Editorial



PASCO-HERNANDO STATE COLLEGE

INTERNAL MANAGEMENT MEMORANDUM #2-18

TO: All Faculty and Staff

FROM: Timothy L. Beard, President

DATE: September 19, 2022

SUBJECT: Faculty Emeritus/Emerita Procedures

The purpose of this Internal Management Memorandum (IMM) is to implement District Board of Trustees Rule 6Hx19-2.67, *Faculty and Administrators Emeriti*, and to prescribe the qualifications, benefits and expectations, revocation of the status of Faculty Emeriti.

QUALIFICATIONS

Upon voluntary termination of employment with the College, whether by retirement or resignation, a faculty member with at least 15 years of full-time teaching service to the College may be eligible to be recognized by having the title of Emeritus or Emerita added to his or her faculty ranking, such as Professor Emeritus/Emerita, or Associate Professor Emeritus/Emerita. The President shall have the discretion to recommend other instructional personnel who do not meet the minimum qualifications for Faculty Emeriti status based on extraordinary contributions to the College.

The President, after reviewing the eligible faculty member's entire employment history with the College, may submit a recommendation to the District Board of Trustees as soon as practicable.

BENEFITS AND EXPECTATIONS OF EMERITUS/EMERITA STATUS

1. Faculty Emeriti are eligible to teach a maximum of nine college credit hours in any academic term as defined in District Board of Trustees Rule 6Hx19-2.36, Supplemental Contracts and Waiver Requests for Supplemental Contracts. Any exception must be approved by the President or a designee.
2. Faculty Emeriti may also be contracted for non-instructional services within their area of expertise or training at a rate of compensation negotiated with the College.
3. Compensation for Faculty Emeriti rendering instructional services for up to four courses in an academic year, not to exceed two courses per term, is identified in the College's Supplemental Salary Schedule under the Faculty or Administrator Emeriti section. Compensation for Faculty Emeriti rendering instructional services beyond four courses

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Faculty Emeritus/Emerita Status

in an academic year is identified in the College's Supplemental Salary Schedule under the section Part-Time Faculty, Classroom Instruction.

4. Faculty Emeriti have input into their choice of available courses, but the final decision rests with the Provost, Dean, or Associate Dean, as applicable. Full-time faculty and staff with instructional responsibilities within their job descriptions have the first choice of courses. Faculty Emeriti are given priority in hiring and course assignments over other adjunct instructors.
5. The names of Faculty Emeriti are listed in the *Pasco-Hernando State College Catalog/Student Handbook* and other College publications as approved by the President.
6. Faculty Emeriti shall be entitled to a College identification card.
7. Faculty Emeriti shall be provided privileges at the College's libraries.
8. Faculty Emeriti will be invited to attend appropriate College functions at the request of the President.
9. Faculty Emeriti are expected, but not required, to remain active within the College through participation in and attendance at events, volunteer services, or assisting the College in activities such as fundraising and recruiting when asked.

REVOCATION OF EMERITUS/EMERITA STATUS

Faculty Emeriti remain representatives of the College and are expected to continue to conduct themselves in a manner not likely to embarrass or cause ill will to the College, its employees, or students. The District Board of Trustees, upon recommendation by the President, may revoke the status of Faculty Emeritus or Faculty Emerita for violation of this standard or such other reasons as the Board may determine are appropriate.

TLB/pan

History: 06/07/99
05/02/01
09/15/08
06/20/11
02/04/13
Administratively reviewed: No changes 09/11/18
07/18/22



PASCO-HERNANDO STATE COLLEGE

INTERNAL MANAGEMENT MEMORANDUM #5-2

TO: All Faculty and Staff

FROM: Timothy L. Beard, President

DATE: December 3, 2018

SUBJECT: Procedures for Work-Related Travel

The purpose of this Internal Management Memorandum (IMM) is to establish the procedures for obtaining approval and reimbursement of work-related travel expenses.

Authority for Travel

Advanced written approval using the *Travel Approval Request (BPE-27C)* form must be obtained for travel outside the district. Traveling without proper authorization may result in the traveler losing contract rights, contract related insurance coverage and retirement benefits, and assuming the costs incurred in connection with travel

The College is authorized to prepay registration fees and common carrier expenses. Other expenses such as hotel, meals, ground transportation, and mileage will generally be handled on a reimbursement basis except where direct payment is authorized as noted below or such expenses are charged to the College's purchasing card as authorized in IMM #5-10. Travel reservations, prepayment of registration fees, and the distribution of allowable subsistence advances will not occur without a properly completed and approved *Travel Approval Request* form (BPE-27C)

I. Definitions

- A. Common Carrier:** Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- B. College Representatives:** Board members, when traveling on official College business. Full-time and part-time employees, students, and volunteer employees registered with the Human Resources Office.
- C. In-District Travel:** Travel within Pasco and Hernando counties, and all clinical locations, whether in or out of district.
- D. Official Headquarters:** The Campus or Center at which the College representative's office is located.

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Procedures for Work-Related Travel Expenses

- E. Normal Commute Miles:** Shortest route from your personal residence to your official headquarters location, calculated using an official on-line source (Mapquest, Google Maps, etc.)
- F. Travel Classes:**
 - 1. Class A travel - Continuous travel of 24 hours or more away from official headquarters.
 - 2. Class B travel - Continuous travel of less than 24 hours that involves overnight absence from official headquarters or where an employee is traveling on consecutive days for the same function and elects not to stay overnight.
 - 3. Class C travel - Travel for short or day trips where the traveler is not away from official headquarters overnight.
- G. Travel Day:** A period of 24 hours (midnight to midnight) consisting of four 6-hour quarters.
- H. Travel Period:** A period of time between the time of departure and time of return.

II. Allowable Transportation Expenses

A. Travel Within and Outside the District

- 1. Approved travel within the district by College representatives shall be by private vehicle except for those personnel authorized to use a college vehicle.
- 2. Approved travel outside the district, including out-of-state, shall be by common carrier, college vehicle, or private vehicle, depending on the nature and location of the travel destination. The acceptable routing and mode of travel for any authorized trip shall be that which is determined by the President, or appointed designees, to be the most efficient and economical means to meet the essential needs of the College representative in performing official duties.
- 3. Joint travel in a single vehicle is expected, whenever feasible, by College representatives attending the same function and for which a travel reimbursement request will be submitted.
- 4. All travel must be by the most direct route. Individuals who travel by an indirect route for personal convenience shall be responsible for any additional costs. Reimbursement for expenses will be based on normally traveled routes.

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5. Costs for travel of individuals, i.e., family, guests, accompanying College representatives on approved travel are not reimbursable.

B. Common Carrier

1. Travel by air, rail, bus, boat, or other common carrier shall ordinarily be at the lowest discounted rate available for the chosen mode of transportation. Reimbursement, however, shall not exceed the cost of discounted coach airfare. Expenses must be supported by a ticket stub, receipt, or similar evidence of expense.
2. Tickets for common carrier transportation *may* be purchased with the College's purchasing card or may be prepaid on a check request with proper supporting documentation.
3. College representatives will be personally liable for any charges assessed for unused travel reservations that are not released within the time limits specified by carriers, except for circumstances approved by the President.

C. Travel by Privately Owned Vehicles

1. College representatives shall be reimbursed at the rate set forth in Florida Statutes or otherwise authorized by the State (currently 44.5 cents per mile) for use of a privately owned vehicle in conducting College business. **No reimbursement is allowed for commuting to and from one's official headquarters.** Vicinity mileage necessary for the conduct of official business is allowable.
2. Only miles driven in excess of the normal commute to and from one's official headquarters will be reimbursed to all faculty and staff, including travel to clinicals, conferences, and meetings. There is no mileage reimbursement if the employee travels less distance than his/her normal commuting miles.
3. No reimbursement is allowed for commuting to and from the President's Administrative Leadership Retreat and District Board of Trustee Retreat.
4. Faculty will not be reimbursed for mileage for attendance at commencement ceremonies or Nursing Pinning Ceremonies.
5. Mileage for faculty to attend the Law Enforcement/Corrections Graduation will be reimbursed when classes are still in session, where the travel results in additional mileage beyond the normal commuting miles.

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Procedures for Work-Related Travel Expenses

6. No mileage reimbursement will be paid to attend All College Day.
7. If an employee is required by their supervisors to work more days than their normal work schedule in one work week (defined as Saturday through Friday), the employee may claim mileage from their personal residence to their permanent or temporary assigned official headquarters.
8. A Non-exempt employee who is called out and receiving Call-Out Pay will not be reimbursed for normal commuting mileage to and from one's official headquarters .
9. All mileage shall be computed from point of origin to point of destination using either an official on-line source (Mapquest, Google Maps, etc.) or reference the Financial Services Department published College Mileage Charts for common trips located on the Intradepartmental Website. The documents must be attached to the reimbursement form.
9. No reimbursement shall be made for operating costs of a privately owned vehicle used for official business travel including, but not limited to, gasoline, repairs and maintenance, insurance, insurance deductibles, and moving or non-moving violations.
10. Board members may be reimbursed for travel-related expenses, including mileage to and from official Board functions in accordance with Florida Statute (FS) 1001.61(3).
11. Mileage is payable to only one employee if two or more College representatives are traveling in the same vehicle. **The Travel Approval Request form and the Voucher for Reimbursement form shall indicate the names of the persons traveling together.**
12. In the case of out-of-district travel, reimbursement for use of a privately owned vehicle shall not exceed the cost of the lowest available round trip discounted coach airfare unless extenuating circumstances preclude air travel or if there is a benefit to the College.

D. Car Rentals

1. All rentals by college staff should be made through the company authorized under the State of Florida contract. The most recent information can be found on the Financial Services Interdepartmental Website under Accounts Payable/Travel. All rentals should be made under the terms, prices, and conditions of this contract whenever possible.

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2. **Class B** - Compact vehicles are to be used except when the number of passengers or the amount of materials being transported make the use of a compact vehicle impractical. Request rental vehicles by class and not by make or model. This provision does not preclude the acceptance of a vehicle class upgrade offered by the rental company due to a shortage of Class B vehicles. The upgrade must, however, be at the Class B rate.
3. Rental rates for all classes of vehicles rented in Florida include a full tank of gasoline. Vehicles should be returned with a full tank (or filled to the level at the time of original rental) of gasoline to avoid refueling service charges that will apply. The traveler will be responsible for paying any refueling service charges associated with failing to return a vehicle with a full tank of gasoline. To obtain reimbursement from the College for fuel purchased for use of rental vehicles, attach fuel purchase receipts to your voucher for reimbursement form or Purchasing Card Log once the trip is completed.
4. Insurance cover for bodily and property damage is provided. The contract vendor assumes all fire, accident, and collision losses. Payment of the Collision Damage Waiver (C.D.W.) or Loss Damage Waiver (L.D.W.) fee is **NOT** authorized and will NOT be reimbursed. NOTE: Collision damage is assumed by the vendor for business rental only. If vendor allows personal use of vehicles at state rates, collision damage coverage will not be included in the rate. Accidents involving a rental vehicle shall be reported promptly to the appropriate police department and the rental car company.
5. Payment for Personal Accident Insurance (P.A.I.) coverage is **NOT** authorized as a College expense and will not be reimbursed. College representatives may purchase this coverage at their own expense.
6. The College issued Purchasing Card is the only acceptable methods of payment that will ensure that state rates and vendor insurance coverage will be applied to the rental. If the College employee is not issued a p-card please contact Financial Services for assistance.
7. In accordance with Florida law all seated occupants of state rented vehicles are required to utilize the seat belts or occupant restraint system provided. Failure to utilize seat belts or the occupant restraint system shall be

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considered improper use of a vehicle and shall subject employees to disciplinary action. If an accident resulting in injury to a College representative occurs and the representative is not utilizing the seat belts or occupant restraint system provided, and the failure to use these systems contributes to injuries received, Worker's Compensation benefits may be reduced.

8. Travelers may use other vendors when a vehicle is not available from the state contract vendor, when a vendor other than the state contract vendor offers a lower rate, or when a state contract vendor is not local and travel time or distance to the state contract vendor's site is not cost effective and/or practical. If renting from a company other than the state contract vendor, employees must verify prior to renting a vehicle that primary insurance is included in the rental. The traveler must purchase collision damage insurance if it is not included in the rental agreement and the charge will be reimbursed. When another rental car company is used, other than the state contract vendor documentation must be provided (after considering all costs and other factors) to justify the rental.

E. Miscellaneous Transportation Expenses

1. Travel to and from an airport shall be accomplished using the most economical and practical mode of transportation.
2. Documented expenses incurred for taxi, bus or ferry fares, bridge, road, and tunnel tolls, storage and parking fees and airline bag fees are reimbursable.
3. Gratuity, delivery or service charges automatically added, imposed, or mandated for services such as taxis, valet parking, food delivery and shuttles would be reimbursed. Portage charges of \$1 per bag not to exceed \$5 per incident can be reimbursed. Tips for meals reimbursed under section 3 Allowable Living and Subsistence Expense in this IMM will not be reimbursed.

III. Allowable Living and Subsistence Expenses

A. Allowable living and subsistence expenses consist of those direct expenditures made by an employee in meeting necessary and reasonable existence needs while traveling on College business. Non-business expenses will not be reimbursed.

1. **Travel Classifications:** For the purposes of this Rule, travel by College representatives shall be classified as follows;

Class A - Continuous travel of 24 hours or more away from official

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headquarters.

Class B - Continuous travel of less than 24 hours which involves overnight absence from official headquarters or where an employee is traveling on consecutive days for the same function and elects not to stay overnight.

Class C - Travel for short or day trips where the traveler is not away from official headquarters overnight.

a. Class A and Class B Travel

A College representative traveling on official College business involving an overnight absence or traveling on consecutive days for the same function who elects not to stay overnight shall be reimbursed for subsistence in either of the following, for each day of such travel, at the option of the traveler:

- (1) Eighty dollars per Diem. Per diem shall be reimbursed for each quarter, or fraction thereof, of the travel day included in the travel period, OR
- (2) Actual expenses for lodging at a single occupancy rate (documented from such materials as pre-registration announcements and no greater than the average rates available to persons attending the meeting) with supporting receipts and meals at the rate of:

| | |
|----------------|---------|
| Breakfast..... | \$ 6.00 |
| Lunch..... | \$11.00 |
| Dinner. | \$19.00 |

For travelers attending a function on consecutive days but electing not to stay overnight, meals shall be reimbursed based on the following schedule;

Breakfast – when travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch – when travel begins before noon and extends beyond 2 p.m.

Dinner – when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.

No receipts are required for meals.

b. Class C Travel

College representative shall not be entitled to reimbursement for meals

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or lodging for this class of travel.

B. Miscellaneous Living and Subsistence Expenses

1. Expenses incurred for storage of baggage, telephone calls for official College business, rental of equipment or temporary meeting facilities necessary to conduct official College business, and special purchases essential for the fulfillment of the travel or work assignment are reimbursable.
2. Miscellaneous expenses shall be itemized separately on the travel expense voucher and must be supported by appropriate receipts.

C. Prohibitions

1. No reimbursement shall be made for meals when travel is within the College district except when a meal is an integral part of the meeting or conference activity.
2. No reimbursement shall be made for the cost of entertainment, alcoholic beverages, or for valet personal services when self-parking is available unless the cost of valet parking is less than self-parking.
3. No reimbursement shall be claimed for meals or lodging expenses included in a conference or meeting registration fee.

IV. Registration Fees

- A. Expenses incurred for registration fees may be reimbursed.
- B. Actual and necessary fees for attending events that are not included in a basic registration fee but that directly enhance the purpose of the participation in the conference or meeting may be reimbursed. Such expenses may include, but are not limited to, banquets and other meals or functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

V. Advance and Direct Payment of Travel Expenses

- A. Travel and related expenses are handled generally on a reimbursement basis. Registration fees and common carrier transportation charges may, however, be prepaid by the College. Hotel expenses and car rental fees, as previously outlined in **Allowable Transportation Expenses - Section D.**, may be charged on the Purchasing card.

Direct payment of hotel expenses for student group travel, including the PHSC faculty/staff sponsor is authorized. Direct payment of in-state

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Procedures for Work-Related Travel Expenses

lodging should be on a tax-exempt basis to save cost. The faculty/staff Sponsor is responsible for presenting the hotel with a copy of the College's sales tax exempt certificate.

- B. It is suggested that College representatives involved in frequent authorized travel request a College Purchasing Card. Those representatives who do not frequently travel should use personal credit cards and submit a travel reimbursement request form with required receipts for reimbursement. **Note:** *If College staff that have been issued a College credit card choose to use a personal credit card, taxes will not be reimbursed.*
- C. If an employee receives advance payment for any travel expenses and does not take the trip, then the employee is responsible for repaying the College. If expenses are direct paid and the person does not take the trip, then the employee is responsible for any non-refundable expenses. (The President must grant any exceptions.)

VI. Reimbursement Request for Travel Expenses

- A. College representatives are responsible for completing the **Voucher for Reimbursement for Out-of-District Travel (BGE-7)** form, attaching a copy of the program or agenda, and if applicable, the original of the following items:
 - 1. Paid hotel invoices
 - 2. Airline ticket receipt
 - 3. Paid conference registration receipts (if not prepaid)
 - 4. Paid van/car rental invoices
 - 5. Gasoline receipts (for College-owned vehicles or rental vehicles)
 - 6. Parking and or required valet parking receipts
 - 7. Airline bag fee receipt
 - 8. Toll receipts
 - 9. Receipts for other reimbursable expenses.

If there are no pre-paid or direct expenditures by the College and the employee is not seeking reimbursement for any expenses, then no follow-up request for reimbursement is required. This exemption applies only in cases where the travel authorization indicates no expenses to be incurred.

- B. Travel reimbursement requests should be submitted within five working days following the temporary duty assignment. Failure to submit a reimbursement request within 30 calendar days following the last day of travel may result in the forfeiture of the reimbursement.
- C. In-district mileage reimbursement requests for employees should be submitted within five working days following the month in which the travel took place by completing the Voucher for Reimbursement for In-District

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Procedures for Work-Related
Travel Expenses

Travel (BGE-8). Failure to submit a reimbursement request within 30 calendar days following the last day of the prior month in which in-district travel took place may result in the forfeiture of the reimbursement. Original toll receipts must be attached, if applicable.

- D. When all expenses are prepaid by the College or another entity, the **Voucher for Reimbursement of Out-of-District Travel (BGE-7)** form serves as an expense report to account for these expenses, even though no reimbursement is due to the individual. Even in these instances, the **Voucher for Reimbursement of Out-of-District Travel (BGE-7)** form *must* be filed.
- E. Travel reimbursements shall be on a tax-exempt basis insofar as allowable by Florida law. Except in instances where sales taxes are imposed because the employee is unable to utilize direct payment from the College for purchases, Florida Statutes prohibit payment of sales tax charges. If taxes are assessed, other than as above, they become the obligation of the traveler.
- F. Questions regarding any special conditions or circumstances not provided for in this IMM, shall be resolved by the traveler involved, and the appropriate Vice President, and forwarded to the President for final approval. A concept of least cost to the College yet fairness to the traveler shall prevail as the guideline in making judgments regarding authorized travel and reimbursements.
- G. Inclusion of unofficial, improper, or nonessential travel expenses in reimbursement requests shall subject the traveler to refusal of reimbursement and possible disciplinary action.
- H. Any prior year fiscal year travel reimbursement requests submitted later than ten working days following the end of the fiscal year *will* be forfeited.

VIII. Student Travel
Reference IMM#6-6

College Forms
BGE-7 Voucher for Reimbursement for Out-of-District Travel
BGE-8 Voucher for Reimbursement for In-District Travel
BGE-27C Travel Approval Request Form

TLB/pan
History: 04/11/07
06/14/10
11/02/15



PASCO-HERNANDO STATE COLLEGE

INTERNAL MANAGEMENT MEMORANDUM #7-4

TO: All Faculty and Staff

FROM: Timothy L. Beard, President

DATE: October 22, 2018

SUBJECT: Sabbatical Leave

The purpose of sabbatical leave is to promote professional development or advancement of an employee and to encourage employees of the College to seek opportunities for self improvement. The criteria are as follows:

Description of Sabbatical Leave

Sabbatical leave is funded by the Pasco-Hernando State College Foundation, Inc. A sabbatical leave may be either full or partial. A **partial** sabbatical leave is a **reduction** in teaching or work assignments during one or more terms and is intended to allow an employee to pursue professional development on a part time basis. A **full** sabbatical leave allows an employee to pursue professional development on a full-time basis during one or more terms in an academic year.

Eligibility for Sabbatical Leave

Employees who are classified as Instructional and have been awarded a continuing contract, and Managerial and Other Academic Personnel, Managerial and Technical Personnel, and Executive and Administrative, who have five years of full-time service at PHSC, are eligible to apply for a sabbatical leave, provided that they have not received a sabbatical during the past three years.

Submission of Application and Selection of Recipients for Sabbatical Leave

Before submission of the application applicants are advised to discuss the proposal with their supervisor(s).

In order to be considered for a **sabbatical** leave during the upcoming contract year, each interested employee must submit a completed **Sabbatical Application Form, BPE-52**, to the Dean of Academic Affairs and Institutional Accreditation, with a copy to the employee's supervisor, on or before the last Friday in October. All requests are referred to an Ad Hoc Selection Committee appointed by the President. This Committee is appointed annually and consists of one representative from each employee classification eligible to apply for a sabbatical, with the Faculty Senate President serving as chairperson. If the Faculty Senate President has applied for a sabbatical, then the Faculty Senate Vice-Chair will serve as the

IMM #7-4

Sabbatical Leave

chairperson. The Vice President of Academic Affairs and Faculty Development/College Provost will serve as an ex officio member of this committee.

From time to time, there may be specific projects or special circumstances that benefit the institution. The President may identify an employee to complete the project or address the special circumstance by recommending sabbatical leave for approval by the President's Administrative Cabinet and the District Board of Trustees (DBoT). In such instances, the employee identified by the President must send the Dean of Academic Affairs and Institutional Accreditation the sabbatical leave materials described above. Upon receipt of this information, the Dean of Academic Affairs and Institutional Accreditation will prepare these materials for submission to the President's Administrative Cabinet and the DBoT for review and approval and to the Pasco-Hernando State College Foundation, Inc. for informational purposes.

Awards

Each year the Pasco-Hernando State College Foundation, Inc. will advise the College of the amount of funds available for sabbatical leaves. The number of sabbatical leaves will be decided at that time and announced to employees by the College.

Normally, recipients are granted sabbatical leave with pay and leave is administered in accordance with District Board of Trustee (DBoT) Rules 6Hx19-2.12, and 2.172.

Tuition Assistance

Employees awarded sabbatical leave who have not received tuition reimbursement under DBoT Rule 6Hx19-5.33 must use this type of tuition assistance first.

Responsibilities of the Recipient

Employees awarded a sabbatical leave must agree to use the leave for professional development and are prohibited from seeking additional paid employment during the term of the sabbatical leave. Employees awarded a sabbatical leave must agree in writing to repay the institution if they leave the College before completing the required time commitment at PHSC following their return from a sabbatical leave as stipulated in DBoT Rule 6HX19-2.172.

Employees receiving a sabbatical leave are required to make presentations if requested by the College and/or the Pasco-Hernando State College Foundation, Inc.

TLB/pan

History: 6/21/05
6/20/11 (Renumbered from IMM#2-8)
5/4/15



PASCO-HERNANDO STATE COLLEGE

INTERNAL MANAGEMENT MEMORANDUM #2-24

TO: All Faculty and Staff

FROM: Timothy L. Beard, President

DATE: April 17, 2023

SUBJECT: Guidelines and Process for Rewarding Personnel Who Earn Additional Degrees

The purpose of this Internal Management Memorandum (IMM) is to establish the guidelines and processes for determining the eligibility and amount of compensation for personnel who earn additional degrees while they are employed at PHSC.

Eligibility Requirements for Non-Faculty Personnel

1. The employee must be employed at PHSC when he or she earns the degree and must have been working at PHSC for at least one year before he or she can begin to be compensated for an earned degree.
2. The degree must be at a level higher than any required for the minimum qualifications of the position at the time the employee is hired. *If an employee is required to earn a degree as part of an individual employment agreement, then he or she is not eligible for this compensation.*
3. Degrees must be from regionally accredited institutions.
4. The degree that the employee earns must be at a higher **level** than one he or she has earned. For example, if an employee has an AA or AS degree, the next highest degree is a BA or BS.
5. There is **no** compensation for multiple degrees earned at the **same** level. For example, if an employee has a BA degree and earns another BA or earns a BS degree, then he or she is not compensated under this plan.
6. Regular, part-time employees who are employed at least halftime (20 hours per week) is eligible, but the amount of their increase will be prorated.

Compensation for Non-Faculty Personnel

IMM # 2-24

Guidelines and Process for Rewarding Personnel Who Earn Additional Degrees

1. The amount of compensation is as follows:

| | |
|---------------------|---------|
| Associate degree - | \$2,000 |
| Bachelor's Degree - | \$3,000 |
| Master's Degree - | \$4,000 |
| Doctorate Degree - | \$5,000 |

This monetary amount is a one-time payment that will NOT become part of the base salary. Payment will be made with the last payroll check issued for the month of September following the employee's eligibility.

Eligibility Requirements for Faculty

1. The Faculty member must be employed full-time at PHSC when he or she earns the degree and must have been working at PHSC through at least one complete academic contract (162 Duty Days) before he or she can begin to be compensated for an earned degree.
2. The degree must be at a level higher than any required for the minimum qualifications of the position at the time the Faculty member is hired.
3. Degrees must be from regionally accredited institutions.
4. The undergraduate or graduate degree that the Faculty member earns must be beyond what he or she has earned. For example, if an employee has a Master's degree, the next highest level is a Masters +15.
5. There is **no** compensation for multiple degrees earned at the **same** level unless the credit hours earned for that additional degree qualifies the faculty member for a Masters +15 graduate hours over the Masters or Masters +30 graduate hours. For example, if an employee has a Master's degree and is working on earning another MA or MS degree, then the hours he or she earns will allow him/her a monetary increase for Masters +15 and then a Masters + 30.

Compensation for Faculty Personnel

The amount of compensation is as follows:

| | |
|--------------------|---------|
| Associate degree - | \$2,000 |
|--------------------|---------|

IMM # 2-24

Guidelines and Process for Rewarding Personnel Who Earn Additional Degrees

| | |
|------------------------|---------|
| Bachelor's Degree - | \$3,000 |
| Master's Degree - | \$4,000 |
| - | - |
| Master's Degree + 30 - | \$4,500 |
| Doctorate Degree - | \$5,000 |

This monetary amount is a one-time payment that will NOT become part of the base salary. Payment will be made with the last payroll check issued for the month of September following the employees' eligibility.

These increases are subject to sufficient appropriations from the legislature in any given year. In event of insufficient funding in any fiscal year, those increases not funded will receive priority in funding in subsequent years.

How and When to Apply

Employees apply by completing the Earn Additional Degree Form located on the HR intranet site and by sending an official transcript to the Human Resources Office **no later than the end of the fiscal year. Employees should apply as soon as they earn an eligible degree to allow for budget planning in the following year.** The request must be received by the deadline outlined on the form for that fiscal year. **If an employee misses the deadline, they must submit a new request for the following year. Request will not be considered past the 2-year mark.**

This IMM will be reviewed not less than two years from the effective date and is subject to change based upon budgetary concerns or other reasons within the discretion of the College.

TLB/pan

History: 07/01/04 (New) 07/01/06
07/08/09
08/11/16
05/15/17

Administratively reviewed: No changes 09/11/18
07/29/19\
07/18/22



PASCO-HERNANDO STATE COLLEGE

INTERNAL MANAGEMENT MEMORANDUM #2-26

TO: All Faculty and Staff

FROM: Timothy L. Beard, President

DATE: July 18, 2022

SUBJECT: Guidelines and Process for Longevity Compensation

The purpose of this Internal Management Memorandum (IMM) is to establish guidelines and processes to be used for determining the eligibility and amount of compensation for employees for Longevity.

Eligibility Requirements for Personnel

A. Organizational Support Staff

The Longevity increase is given for years of service to Organizational Support Staff (OSS) Employees and allows these employees to earn an additional \$750 in salary as a full-time, regular employee or \$375 in salary as a part-time, regular employee for every three years of service to the College. These groups of employees earn an additional amount at 3, 6, 9, etc. years of service.

This monetary amount is a one-time payment that will NOT become part of the base salary and the employee is eligible to receive it every three years regardless of his or her employment standing. Payment will be made with the last payroll check issued for the month of September following the employee's eligibility.

B. Executive, Administrative, and Professional Technical Personnel

The employees in these classifications earn a longevity increase for every four years of service to the College. These employees' increase to salary is equal to an additional \$1,000 for a full-time, regular employee or \$500 for a part-time, regular employee. These employees are eligible for longevity increase to salary at 4, 8, 12, etc., years of service.

This monetary amount is a one-time payment that will NOT become part of the base salary and the employee is eligible to receive it every four years regardless of his or her employment standing. Payment will be made with the last payroll check issued for the month of September following the employee's eligibility.

IMM #2-26
Guidelines and Process for
Longevity Compensation

C. Faculty

Faculty earns a longevity increase for every five years of service to the College. The amount of pay is related to the salary level the Faculty member is assigned. Faculty earn an additional increase to salary at 5, 10, 15, etc., years of service. The amounts are listed below:

Pay levels and corresponding payments:

| | | |
|--------------------|------------------------|-------------------|
| Level III - \$900 | Level II +15 - \$1,100 | Level I - \$1,300 |
| Level II - \$1,000 | Level II +30 - \$1,200 | |

This monetary amount is a one-time payment that will NOT become part of the base salary and the employee is eligible to receive it every five years regardless of his or her employment standing. Payment will be made with the last payroll check issued for the month of September following the employee's eligibility.

These increases are subject to sufficient appropriations from the legislature in any given year. In the event of insufficient funding in any fiscal year, those increases not funded will receive priority in funding in subsequent years.

TLB/pn

History: 07/01/06 (New)

07/08/09

05/18/15

08/11/16

Administratively reviewed: No changes 09/11/18



6Hx19-2.36 SUPPLEMENTAL INSTRUCTIONAL CONTRACTS AND WAIVER REQUESTS

The purpose of this Board Rule is to establish Board policy regarding supplemental instructional contracts and waiver requests.

The College's full-time instructional personnel may, with the permission of their immediate administrative supervisor, accept a part-time, supplemental contract to teach a maximum of three (3) college-credit courses (not to exceed 11 college credit hours) or six (6) technical credit hours, in addition to their full-time load, in any academic term. For the purposes of this Board Rule, academic term shall be any portion of a fall semester, to include Term I, IA, IB and IC, inclusive; any portion of a spring semester, to include Term II, IIA, IIB and IIC, inclusive; or any portion of a summer semester, to include Term III, IIIA and IIIB, inclusive.

The College's full-time administrative personnel may accept a part-time supplemental contract to teach a maximum of six (6) college credit hours or three (3) technical credit hours in any academic term, provided they have received the permission of their immediate supervisor to accept a course(s) to teach.

Administrative staff who serve on the President's Administrative Leadership Team (PALT) may, with the authorization of the President, teach a course in very rare and unusual circumstances, or in special instances or in programs that may have a drastic intent to positively impact student retention/completion.

Payment for all such courses shall be in accordance with the Supplemental Salary Schedule for Classroom Instruction-Credit as approved by the District Board of Trustees.

Under extenuating circumstances, the President may waive the maximum teaching load established by this Board Rule or may allow for a member of PALT to teach a course in a given semester. Waivers must be made in writing to the Campus Provost (EC, NC, PC, SH), who will send them to the Vice President of Academic Affairs and Faculty Development/College Provost. Vice President of Academic Affairs and Faculty Development/College Provost will send waiver requests to the President for final approval.

Non-exempt employees may not be contracted to teach any College courses (credit or non-credit) to ensure compliance with the Federal Fair Labor Standards Act.

Rule Adopted: 6/12/73; 7/11/74; 8/25/75; 8/21/78; 11/19/79; 7/16/84; 11/16/87;
10/17/95; 10/21/97; 2/21/06; 2/17/09; 01/26/16

Effective Date: 6/12/73; 7/11/74; 10/7/75; 8/21/78; 11/19/79; 7/16/84; 11/16/87;
10/17/95; 10/21/97; 2/21/06; 2/17/09; 01/26/16

6Hx19-2.36
SUPPLEMENTAL INSTRUCTIONAL CONTRACTS
AND WAIVER REQUESTS

Reviewed:

President's Administrative Leadership Team – Non-Substantive/Editorial: 11/05/18

Legal Authority:

General Authority: Florida Statutes: 1001.64; 1001.65

Other References:

Law Implemented: Florida Statutes: 1001.64(1)(2)(4)(18); 1001.65(1)(3)(5)(24);
1012.83
Title 29 United States Code, sections 201-219

Proposer: Timothy L. Beard, President