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## **Collective Bargaining Agreement**

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**Between the**

**Florida Agricultural and Mechanical University  
Board of Trustees**

**and the**

**United Faculty of Florida  
FAMU Chapter  
Developmental Research School**

**2019 - 2022**

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## **ARTICLE 1 RECOGNITION**

1.1 Bargaining Unit. The Florida Agricultural and Mechanical University Board of Trustees [hereinafter "Board" or "University"] hereby recognizes the United Faculty of Florida [hereinafter "UFF"] as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in Order Number 03E-230 dated September 9, 2003, Certification number 1422, issued by the Public Employees Relations Commission.

1.2 Board Rules, Regulations and Policies.

(a) Should a conflict exist or develop between Rules, Regulations, Policies, or Procedures of the Board and this Agreement, the terms of this agreement shall control.

(b) The Board or its representatives shall provide to UFF Representative an advance copy of any proposed Regulation, Policy, or Rule changing a term or condition of employment contained in this Agreement. The Board shall provide the advance copy of a proposed regulation or rule no later than the date of publication under the provisions of the Board of Governors Regulations Development Procedure or the Administrative Procedure Act respectively. The advance copy of a policy shall be provided to the UFF Chapter DRS Representative at least twenty-one (21) days in advance of its effective date so as to permit the UFF or its Chapter to seek consultation with respect to it. With respect to a regulation or rule adopted pursuant to the emergency provisions of the Board of Governors Regulations Development Procedure or Administrative Procedure Act respectively, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

(c)

No new or amended Board or University rule, policy, or resolution shall apply to employees if it conflicts with an express term of this Agreement.

(d) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter in accordance with the applicable laws and Board Policies and Procedures.

(e) If any proposed rule, regulation, policy or resolution would modify an express term of this Agreement, the Board or its designee shall engage in collective bargaining with respect to the change upon the UFF's request.

1.3 Board of Trustees Meetings -- Agenda.

(a) The Board shall publish a copy of the agenda of each Board meeting or

Board committee meeting and a copy of the minutes of Board meetings on the Board of Trustees' webpage under the appropriate links located at [https://www.famu.edu/about-famu/leadership/board-of-trustees/agendas\\_and\\_minutes.php](https://www.famu.edu/about-famu/leadership/board-of-trustees/agendas_and_minutes.php).

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the Board from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

## **ARTICLE 2 CONSULTATION**

2.1 Consultation. The Superintendent of the Developmental Research School (“DRS”) shall meet with UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the DRS, or any other mutually agreeable matters. Such meetings shall occur once (1) per semester in the academic year, unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items, along with an estimate of time required for the meeting, no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The failure to timely submit a written list of agenda items may result in cancellation of the meeting. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining.

2.2 The parties agree that informal consultations may occur at the request of either party. Informal consultations are intended to encourage UFF and DRS Representatives to work together to resolve issues and maintain open lines of communication.

2.3 This article shall not preclude DRS issues from being raised at the consultations described in the UFF-FAMU Faculty Collective Bargaining Agreement.

### ARTICLE 3

#### UFF-FAMU DRS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

##### 3.1 Employee Rights and Responsibilities.

- a. Employees covered by this Contract retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and policies of the Board.
- b. Only with the approval of the Superintendent or Superintendent's designee, may employees leave the School during the workday.
- c. When school is not in session, employees shall make arrangements with the Superintendent or Superintendent's designee to have reasonable access to the building.
- d. An employee shall not engage in political activity during work hours.
- e. An employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the School, based upon professional judgment using available criteria pertinent to any given subject area or activity for which the employee is responsible.

##### 3.2 UFF-FAMU DRS Rights and Responsibilities.

- a. Bulletin Boards. UFF-FAMU DRS shall have the right to post notices to employees of activities and matters of concern to the Union and employees on a bulletin board located in an area mutually agreed upon by UFF-FAMU DRS and the Superintendent or Superintendent's designee. All materials placed on the designated bulletin board shall bear the date of posting and may be removed by the Superintendent or Superintendent's designee after having been posted for a period of thirty (30) days. In addition, such bulletin board may not be used for election campaigns for public office or exclusive bargaining representation.
- b. Communication with Employees.
  1. Accessing existing university e-mail listservs or establishing a new listserv allowing the UFF electronic communications with faculty shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Faculty who are e-mail recipients of the listserv shall have the right to be removed from the listserv upon their written request.
- c. Information provided to UFF
  1. Reports provided to UFF. Upon written request from UFF, on an annual

basis (August) the University shall provide UFF with a list of employees including the following information: name, annual salary, and grade level or subject area of instruction.

2. UFF Access to School Policies and Rules. UFF DRS shall have access to the School's policies and rules. The posting of such rules and policies on the School's website shall be considered reasonable access.
  3. UFF Data Requests. Upon request, within seven (7) business days or as soon thereafter as possible, the University shall provide the UFF with a print or electronic copy of documents necessary to administer grievances and other provisions of this Agreement or otherwise perform UFF obligations as the certified bargaining agent for the employees. Alternately, the University may provide the UFF with the URL address(es) where the requested materials may be found. When provided in print form, the requested materials shall be reproduced at a cost no greater than the fees prescribed in Section 119.07(4), Florida Statutes.
- d. Use of Facilities. Subject to the rules of the Board, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other university/school related groups or organizations.
- e. Administrative Duty for UFF Activities. The Board shall grant employees administrative leave each fiscal year as described below to carry out UFF activities.
1. Florida Education Association Delegate Assembly. The Board agrees to grant two (2) days of administrative leave to two (2) designated UFF-FAMU-DRS delegates to attend the Annual Delegate Assembly of the Florida Education Association. The Board agrees to grant two (2) additional days of administrative leave to a third designated delegate, provided that UFF-FAMU-DRS reimburses the Board for the cost of a substitute teacher, if needed.
  2. UFF Collective Bargaining Committee. Provided that negotiations are scheduled during the workday, one (1) designated employee shall be granted administrative leave for collective bargaining sessions, with at least two (2) days prior approval from the Superintendent or Superintendent's designee.

Released Time for UFF Activities. Each year of the Agreement, one faculty representative from UFF-FAMU-DRS shall be granted a total of eight (8) paid release days to conduct UFF business. These days are to be used in increments of one whole day per month. Release time will not be granted in the month of December and whichever month FCAT is conducted. These days are non-cumulative on a yearly or monthly basis. The designated UFF-FAMU DRS representative will provide three (3) business days notice to the Superintendent before using a release day. The UFF-FAMU president shall provide the Superintendent with the

name of the representative for the academic year no later than May 1 of the preceding academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF-FAMU President no later than October 15.

3. During the regular workday, authorized representatives of UFF-FAMU DRS may visit employees at the School, provided the authorized representatives report their presence to the Superintendent or Superintendent's designee and they do not interfere with or disrupt School operations. No authorized representative shall use this privilege except to conduct UFF business. Authorized representatives shall not meet with employees while an employee is supervising students or performing other assigned duties.
4. Exclusive UFF-FAMU DRS Rights. The rights granted herein to UFF-FAMU DRS shall not be granted or extended to any other organization claiming to, or attempting to, represent the members of the bargaining unit except as provided by law.
5. UFF-FAMU DRS agrees to hold the Board harmless for any claims arising from the exercise of its rights as described in this section, including the cost of defending such claims.



## **ARTICLE 4 RESERVED RIGHTS**

4.1 Policy. The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the Florida Agricultural and Mechanical University, and in all respects carry out the ordinary and customary functions of management.

4.2 Limitations. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.

## **ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY**

5.1 Policy. It is the policy of the Board and the UFF to maintain and encourage full academic freedom. Academic freedom and responsibility are essential to the full development of a true Developmental Research School and apply to teaching, research/creative activities, and assigned service. An employee engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

5.2 Teaching and Research. Consistent with the exercise of academic responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with Florida Statutes, Board Regulations and Policies applicable to DRS. Objective and skillful exposition of such matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every such employee. Employees shall also be free to engage in scholarly and creative activities and publish the results in a manner consistent with their professional obligations.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility to:

- (a) Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;
- (c) Respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;
- (d) Indicate when appropriate that one is not an institutional representative unless specifically authorized as such; and
- (e) Contribute to the orderly and effective functioning of the DRS.

5.4 In addition to their assigned duties, employees have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department/unit level; respecting the confidential nature of the relationship between teacher and student; adhering to one's proper role as teacher, researcher, intellectual mentor, and counselor; and conducting oneself in a collegial manner in all interactions.

## **ARTICLE 6 NONDISCRIMINATION**

6.1 Statement of Intent. The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the University and recognize that the purpose of affirmative action is to provide equal opportunity to affected groups to achieve equality in the University.

6.2 Grievance Procedures. Claims of such discrimination or harassment may be presented as grievances pursuant to Article 20, Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances and resolved thereunder instead of using other procedures such as those with the FAMU's Office of Equal Opportunity Programs. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 20 are initiated by the grievant, except as specifically provided for in Section 20.2.

## **ARTICLE 7 PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS**

### **7.1 Employee Workday and Workweek.**

#### **A. Employee Workday.**

1. The beginning and ending of school is the exclusive decision of the Superintendent and will be made to accommodate operational needs. Upon written request by UFF, the establishment or changing of school hours shall be a subject of consultation. The workday for employees shall not normally exceed eight (8) consecutive hours.

2. The workday shall include:

a. Lunch Period Duty Assignments. On planning days, the lunch period shall be one (1) hour. Teachers will supervise students during lunch on a rotation system, contingent upon available staffing, approved by the Administration. Each teacher will supervise students during the lunch period no more than once per week.

b. Planning/Preparation Period. Employees shall be provided one fifty (50) minute planning period during each workday, or its equivalent. The Superintendent or Superintendent's designee may temporarily alter or adjust planning periods to address special situations that may arise from time to time.

B. Employee Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. The normal workweek shall be five (5) consecutive working days, Monday through Friday and shall include those professional duties as prescribed in Section 7.2. Employees may be assigned non-consecutive work hours and if practicable shall be given no less than forty-eight (48) hours advance notice of the work schedule change.

### **7.2 Employee Assignments.**

#### **A. General**

1. All professional duty assignments shall be assigned to employees by the Superintendent or Superintendent's designee in a fair and equitable manner. Every reasonable effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Every reasonable effort shall be made to provide assignments at the beginning of the school year, in writing, no later than the beginning of the preplanning period. Such writing may be in the form of a duty roster or schedule. The Superintendent shall make every reasonable effort to provide assignments at the beginning of the spring semester in writing no later than the beginning of the winter break; such writing may be in the form of a duty roster or schedule. The Superintendent or Superintendent's designee may revise assignments as needed.

2. The Superintendent or Superintendent's designee shall provide employees on a regular basis with information regarding scheduled school events or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties. The Superintendent or Superintendent's designee is able to assign and schedule duties or activities as needed.

**B. Professional Duty Assignments.**

1. Professional Duty Assignments may include school level assignments such as job-related meetings, committees, conferences, Parent Teacher Student Association (PTSA) meetings, and supervisory assignments.

2. Professional assignments within the workday shall be determined by the Superintendent or Superintendent's designee.

3. Employees shall be given the opportunity to have input into developing their teaching schedules. The final decision on teaching and work schedules belongs exclusively to the Superintendent or Superintendent's designee.

4. No employee shall be required to stay beyond the normal workday or to participate in activities outside the normal workweek without having a specific professional duty assignment. These professional duty assignments shall not be used to assign employees to professional duties for which compensation is provided by supplemental or extra pay for extra duty.

5. Extracurricular Activities. When an employee accepts an extracurricular activity and subsequently decides to withdraw from such activity, the employee shall, if practicable, provide to the Superintendent fourteen (14) days written notice of the employee's intention to cease involvement with the extracurricular activity.

**7.3 In-Service Activities.**

A. In-service activities are designed to improve the professional growth and development of all employees. In-service attendance is voluntary unless:

1. mandated by the State or Federal Government; or
2. required by the Superintendent or Superintendent's designee

B. Employees will be notified as to whether in-service attendance is voluntary or mandatory.

**7.4 Faculty Meetings.** When practicable, there will be only one (1) after school faculty meeting each month. Attendance at faculty meetings during the eight (8) hour workday is mandatory unless otherwise indicated by the Superintendent, and shall be called at the discretion of the Superintendent. The Superintendent may hold one (1) general faculty meeting per month outside the eight (8) hour workday, which shall not exceed one (1) hour. Additionally, the Superintendent may hold one (1) faculty meeting per month outside the eight (8) hour workday for professional development, which shall not exceed one (1) hour. Faculty required to attend a general faculty meeting or a professional development faculty meeting outside the eight (8) hour workday that exceeds one (1) hour shall be compensated at a rate of \$20 per hour for every hour or portion thereof that extends beyond the initial hour. Faculty required to attend other faculty meetings outside the eight (8) hour workday beyond those described in this

section shall be paid at their normal hourly rate. FAMU agrees to seek grants and other funding in order to compensate faculty for professional development that occurs beyond the workday. The Superintendent may require attendance at faculty meetings in the event of an emergency.

**7.5 Open House.** Employees may be required to attend two (2) open house events per academic year. Attendance at the open house events shall not be subject to the requirements of Article 7.2.B.4.

**7.6 Regulations and Policies.**

A. Except as may be otherwise provided, employees shall comply with Regulations and Policies adopted by the Board and shall perform all duties assigned by their Superintendent or Superintendent's designee. If a Regulation or Policy expressly and directly conflicts with an article of this Agreement, this Agreement shall control.

B. Regulations or Policies adopted, prescribed, or formulated by the Board may be made available through the school website.

**7.7 -Health and Safety.**

A. The Board shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.

B. The Superintendent shall be responsible for enforcing all state statutes, and regulations adopted by the Board.

C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facilities to the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee will promptly investigate and attempt to have corrected the hazardous or dangerous conditions.

D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the Superintendent or Superintendent's designee of the situation.

E. Employees shall promptly report suspicious circumstances to the Superintendent or Superintendent's designee.

**7.8 Classroom Observations by persons other than Board Personnel.**

Observations of an employee's class by persons other than Board personnel shall be allowed, as the school is created by state statute as a laboratory school. As such, the locations at which students receive instruction are not only classrooms, but laboratories that seek the advancement of learning. Observations may occur at any time. Observations of an employee's class by persons other than Board personnel shall be allowed only after consent has been granted by the Superintendent or Superintendent's designee. When practicable, a teacher who is to be observed shall be given 24 hours prior notice of any such visit.

**7.9** Employees will be expected to exercise reasonable control, under the direction of the Superintendent or Superintendent's designee, of textbooks, supplies, or equipment assigned to them.

**7.10** Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. The final grading period of the year shall be excluded from the above provision. Except as provided herein, grades will be due when announced by the Superintendent or Superintendent's designee.

**7.11** A student's IEP/Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. The Superintendent or Superintendent's designee shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs or AIPs.

**7.12** Assignments for summer school, evening school or other formal educational programs where supplemental or extra pay is provided, shall be made by considering the certifications of school personnel within the scope of their major or minor fields of study and the employees with the greatest competence. If two (2) employees are equal in certification and competency, the employees with the greater seniority shall receive the assignment.

## **ARTICLE 8 APPOINTMENT**

8.1 **Policy.** The Board shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board shall (a) advertise such appointment vacancies, receive applications and screen candidates, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek certified or certificated/qualified candidates for vacancies and new positions.

8.2 Instructional employees shall be hired at the rank of University School Instructor unless otherwise approved by the President or the President's designee. Appointment as University School Instructor shall be by annual contract. Instructional employee on annual contract who receive a highly effective rating shall be given priority consideration for re-appointment in the following academic year.

8.3 **Visiting Appointments.** A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position that the University does not expect to be available for more than a limited period. A visiting appointment may be offered in a single year contract renewable annually not to exceed a total of four (4) consecutive years.

8.4 **Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The employee may request a review of such action in accordance with **Section 28.6** and UFF may discuss such action pursuant to Article 2, Consultation.

8.5 **Joint Appointments.** DRS employees holding joint appointments with a department or unit of the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department/unit of the University, with such increases appropriately prorated.

8.6 Employment contracts for employees that do not have permanent status may be terminated at the discretion of the Board anytime during the 97-day period immediately following the beginning date of the contract. Employees who do not receive a satisfactory evaluation in their first year may be terminated at the discretion of the Board anytime during the 40-day period immediately following the beginning date of their second year contract.

8.7 Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, or who are on "soft money," (e.g. contracts and grants, sponsored research funds, and grants and donations trust funds) are not entitled



to notice that they will not be offered further appointment and the following statement shall be included in their employment contracts.

*Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.*

## **ARTICLE 9 PERSONNEL RECORDS**

**9.1 Contents of personnel file.** Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her University employment.

**9.2 Invalidation of file contents.** Where the Superintendent or Superintendent's designee, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be placed in a sealed envelope and marked "Invalid" within the official personnel file and any duplicate personnel files.

**9.3 Disciplinary action.** Records of disciplinary action and, where appropriate, commendations and awards presented to an employee shall be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

**9.4 Review of file contents.** An employee has the right to review his/her official personnel file at reasonable times and under conditions necessary to provide for the integrity and safekeeping of the file. An employee may attach a concise statement in response to any item therein.

**9.5 Copy of file.** Upon request, an employee may obtain a copy of any material in the personnel file upon payment of a reasonable fee for photocopying.

**9.6 Public Records Requests.** Public records, which are not exempted by law from public disclosure, may be disclosed pursuant to Chapter 119, Florida Statutes.

## **ARTICLE 10 PERFORMANCE EVALUATION**

The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party.

10.1 Anyone involved in observing or giving input to a teacher evaluation shall be trained to employ these core effective practices. All evaluators will be trained and certified to evaluate teachers in the system. The district will monitor teacher evaluations for consistency between performance scores and student growth scores, and where discrepancy exists, additional training will be provided to the evaluator.

10.2 Florida Statute §1012.34 (3) (b) requires that all personnel are fully informed of the criteria and procedures associated with the evaluation process before the evaluation takes place. During preplanning, or at the commencement of employment, all employees will be provided a copy of the evaluation criteria to be used and made aware that this information can be located on the FAMU DRS website. An explanation and discussion of the evaluation process shall accompany this distribution.

### 10.3 General Rules:

- 1.) When a teacher's data source is other than state assessments for the specific students taught by the teacher in the tested subject area, effort will be made to associate the teacher's actual students' test results to their evaluation to the greatest extent possible.
- 2.) A teacher's effectiveness will also be assessed based upon the measurements of academic performance (MAPS) or mutually agreed upon measurement of the student's achievement/performance. Regardless of the student growth data source, the faculty member and his or her supervising administrator or designee shall meet by the end of the first grading period to confirm the data source from which the student growth will be calculated for that teacher.
- 3.) State assessments will be substituted for district assessments or learning targets as they become available.
- 4.) Teachers placed on a Performance Improvement Plan (PIP) will follow the process described herein.

### 10.4 FAMU DRS Beginning Teacher Program (FAMUBTP)

1. All First Year Educators will be assigned a mentor and complete the FAMUBTP.
2. Any teacher who changes grade level or content area in the second year of employment may be designated as a Year 2 FAMUBTP (Y2 FAMBTP), and be afforded a mentor for the FAMUBTP.

## 10.5 FAMU DRS Teacher Evaluation Plan (TEP)

All teachers will be evaluated with the TEP as described in Appendix I of this Agreement.

- a. The teacher and evaluator shall schedule a conference time to review the final evaluation to develop a plan for the school year to address the four domains of the evaluation model, and how it will be assessed.
- b. How a teacher will be assessed will be determined by the category they are assigned based upon experience and expertise.
- c. The number and type of evaluation each teacher receives is determined by the category in which they are placed.

### **1. First Year Educators**

- a. All probationary contract teachers and teachers newly employed by FAMU DRS will be considered to be a Category 1 Teacher as described in Appendix I.
- b. Prior to the first formal evaluation, each teacher shall be familiarized with TEP.
- c. The approved observation and evaluation form(s) for First Year Educators are contained in (Appendix I).
- d. All First Year Educators must be formally observed and evaluated at least twice yearly. A Category 1 Teacher may elect to have an additional peer review prior to the formal evaluation performed by an administrator.
- e. During the first 75 days from a teacher's hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the Domain 1 Observation (Short Form). The initial Evaluation will be given within the first semester.
- f. If performance concerns exist following the Initial Observation (Domain 1 Short Form), the administrator will use the appropriate Domain 1 Long Form found in Appendix I, to determine if action is warranted.
- g. During the initial contract year, the employee may be dismissed during the 97-day probationary period without cause or may resign from the contractual position without breach of contract. An employee may be required to serve an additional probationary period of forty (40) days at the beginning of the second year of employment if placed on a PIP before the end of the first year of employment.

h. Criteria for initiating a PIP:

1. A score on the evaluation rubric of Unsatisfactory or Developing.
2. Data shows that students did not make appropriate gains.

i. Outcome of the Mid-Year Evaluation:

1. Initiate PIP if a score on the evaluation rubric is Unsatisfactory or Developing.
2. Continue PIP if overall score on the evaluation rubric is Unsatisfactory or Developing.
3. Discontinue PIP if the overall score on the evaluation rubric is Effective or Highly Effective.

j. Outcome of the Final Evaluation

1. A Category 1 Teacher who receives Differentiated Support through a PIP and receives an Unsatisfactory or a Developing rating will be non-renewed.
2. A Category 1 Teacher who receives an Effective or Highly Effective score on the evaluation rubric will be re-employed the following school year.

k. The evaluation or non-renewal of a Category 1 Teacher is subject to the grievance and arbitration process.

**2. Second, Third and Fourth Year Educators**

- a. Prior to the first observation, the teacher shall be familiarized with the TEP.
- b. All second, third and fourth year educators will be formally observed and evaluated once annually on the TEP. Second, third and fourth year educators may elect to have an additional peer review prior to the formal evaluation performed by an administrator.
- c. All second, third and fourth year educators will receive a formative evaluation by the end of the first semester, which shall not be used in determining the summative evaluation. The formative evaluation shall only be used to inform the educator of his or her progress toward their summative evaluation. The formative evaluation may become part of the evaluation record if the evaluation results in the educator being placed on a Performance Improvement Plan (PIP).
- d. If concerns exist following the annual observation (Domain 1 Short Form), the administrator will use the appropriate Domain 1 Long Form found in Appendix I, to determine if action is warranted.
- e. If an administrator has documented performance concerns regarding a second, third or fourth year educator, that teacher will be afforded assistance through the

PIP process for a minimum of four (4) months prior to receiving their summative evaluation.

f. Criteria for initiating a PIP:

1. A score on the evaluation rubric of Needs Improvement or Unsatisfactory.
2. Data shows that students did not make appropriate gains.

g. A teacher receiving a second TEP evaluation of Needs Improvement initiates a 90 -day performance probation.

h. A teacher receiving a TEP evaluation of Unsatisfactory initiates a 90-day performance probation.

i. Any second, third or fourth year educator, previously placed on a PIP for a minimum of four (4) months and who experiences performance difficulties based on the Domain 1 Short Form, (completed within the first 45 days, working with students) and the appropriate Domain 1 Long Form found in Appendix I, will be placed on a PIP. The teacher will be formally evaluated in November. If the formal evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will re-evaluate the teacher. If the teacher is found unsatisfactory, his or her teacher contract will be non-renewed.

j. Outcome of the TEP Final Evaluation:

1. A teacher receiving an Effective or Highly Effective score on the TEP will have his or her contract renewed.

2. A teacher receiving a Needs Improvement score on the TEP will have his or her contract renewed. A PIP will be initiated.

3. A teacher who has completed the “90-day performance probation” and receives an Effective or Highly Effective score TEP will have his or her contract renewed.

4. A teacher who has completed the “90-day performance probation” and receives a Needs Improvement on the TEP will have his or her teacher contract non-renewed.

5. A teacher who has completed the “90-day performance probation” and receives an Unsatisfactory on the TEP will have his or her teacher contract non-renewed.

h. The evaluation or non-renewal of a second, third or fourth year educator is subject to the grievance and arbitration process.

## 2. Teachers on Performance Improvement Plan

- a. Any teacher placed on a 90- day probationary period will be considered to be a Category 1 Teacher.
- b. Prior to the first observation, the teacher shall be familiarized with the TEP.
- c. The approved observation and evaluation form(s) for teachers placed on a PIP will be in (Appendix I).
- d. Each Category 1 Teacher will receive at least 2 performance evaluations and 2 formal observations during the 90-day period. In addition, a Category 1 Teacher is required to have a peer review prior to the formal evaluation performed by an administrator.
- e. Guidelines for the Performance Improvement Plan:
  1. The PIP is the process by which a struggling teacher receives assistance to improve instructional skills. A plan is written for specific strategies in one of four Marzano domains.
  2. The PIP for a teacher in the 90-day probationary period begins immediately following notification of their placement. The administrator and teacher shall meet for an initial conference to outline the plan and establish a timeline.
  3. Conferences shall be scheduled to review the teacher's observations and to track progress of improvement. A minimum of four (4) conferences are required, two of which shall follow the two (2) formal observations.
  4. The teacher will have the opportunity to give input into the interventions specified in his or her PIP. A teacher may refuse assistance through the PIP Program; however, the 90- day probationary period will remain in effect. A teacher's decision to refuse a PIP may not be rescinded until the following school year.
- f. Outcome of TEP Evaluation:
  1. A teacher who has completed the "90-day performance probation" and receives an Effective or Highly Effective score on the TEP will have his or her contract renewed.
  2. A teacher receiving a rating of Needs Improvement on their initial PIP evaluation will continue in their 90-day performance probation.
  3. A teacher receiving a second PIP evaluation of Needs Improvement at the end of their 90-day performance probation will have his or her teacher contract

non-renewed.

4. A teacher receiving a rating of Unsatisfactory on their initial PIP evaluation will continue in their 90-day performance probation.
5. A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory on TEP will have his or her teacher contract non-renewed.

All such evaluation(s) will be completed at least two weeks prior to the last day of student attendance.

- g. Any proposed termination due to failure to successfully complete a 90-day Performance Probation process will be subject to the grievance and arbitration process.

#### 10.5 Evaluation Responsibilities

The Superintendent may assign responsibility of evaluating selected teachers to his/her principal(s) except during the PIP process.

#### 10.6 Copies of the Evaluation Report

The evaluator must provide a copy of the evaluation to the teacher within ten (10) days after the evaluation takes place. The evaluator must discuss the written evaluation report with the teacher. If the teacher declines to sign a completed TEP evaluation form, he/she may provide a rebuttal to be attached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form. A teacher's signature on the form merely acknowledges receipt of the document and not necessarily agreement with its content.

#### 10.7 Meetings

Whenever a teacher is required to appear before the principal, superintendent or Board for the express purpose of discussing matters that question the teacher's professional or instructional competency, the teacher and the UFF shall be given no less than twenty-four (24) hours written notice of the purpose of such meeting or interview and shall be entitled to have a representative of his/her choice present to represent him/her during such meeting or interview.

#### 10.8 Additional Provisions:

1. Teachers in Category II or who are rated Highly Effective may elect to not have a Peer Reviewer.
2. Survey forms seeking parental input or feedback will be made available on the Teacher Evaluation Plan page of the FAMU-DRS Blackboard site.



3. Only the Student Growth portion of teacher evaluations may be amended after receipt of Assessment data.

4. Certain subject areas, such as the yearbook, newspaper and media, will have special criteria developed by which to evaluate teachers in those subject areas for the Value-Added portion of the teacher evaluation.

5. No layoff decisions will be made until all results from the appropriate state assessments or district assessments have been included in the Student Growth portion of a teacher's Summative Evaluation Score and Rating.

10.9 Appeal Process if Dissatisfied with Evaluation: Any employee who disagrees with the evaluation may appeal through the Grievance Procedure as outlined in Article 20. Upon written agreement of the parties, an expedited arbitration procedure, in accordance with the procedures of the American Arbitration Association, shall be used.

10.10 The parties agree to develop jointly a parent evaluation tool as part of the evaluation process.

10.11 All educators in their fifth year of service and beyond will be formally observed and evaluated once annually on the TEP. This category of educators may elect to have an additional peer review prior to the formal evaluation performed by an administrator.

## **ARTICLE 11 EVALUATION FILE**

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file.

11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping.

11.3 Indemnification. The UFF agrees to indemnify and hold the Board, its officials, agents, and representatives, harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.

11.4 Use of Evaluative Materials. In the event a grievance is filed, university, Board, and UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

11.5 Limited Access Information. Information reflecting evaluation of employee performance shall be available for inspection only by the employee, the employee's representative, Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and arbitrators or others engaged by the parties to resolve disputes, or by others by court order.

11.6 Removal of Contents. Materials proven to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance or by court order.

11.7 Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

## **ARTICLE 12 VACANCIES AND REASSIGNMENTS**

12.1 Notice of all bargaining unit vacancies shall be advertised in accordance with University Regulations and Policies.

12.2 The Superintendent or Superintendent's designee may reassign bargaining unit employees within FAMU DRS whenever it is in the best interest of the school to do so. Such decision to reassign a bargaining unit employee shall take into consideration the qualifications of such employee and applicable certification requirements. When the Superintendent or Superintendent's designee determines that such a reassignment is necessary, the Superintendent or Superintendent's designee, as appropriate, shall meet with the affected employee to discuss the reassignment.

## **ARTICLE 13 LAYOFF AND RECALL**

13.1 When a layoff is to occur as a result of adverse financial exigencies; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the Board shall notify UFF no less than thirty (30) days prior to taking such action. UFF may request a consultation with the President or designated representatives pursuant to Sections 2.1 during this period to discuss the layoff.

13.2 The Board shall determine the program areas, subject areas or other positions where the layoff shall occur. If there are equally qualified employees in the program area, subject area or other position where the layoff is to occur, employees without permanent status shall be laid off prior to employees with permanent status. If there are equally qualified employees with the same permanent or non-permanent status in a program, subject area or other positions affected by the layoff, those employees will be retained who, in the judgment of the Superintendent, will best contribute to the mission and purpose of FAMU DRS.

In making such judgment, the Superintendent shall take into account other appropriate factors, including but not limited to, years of service at FAMU DRS, performance evaluations, the academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

13.3 Notice. Employees should be informed of layoff as soon as practicable and where circumstances permit should be provided with at least six (6) months notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Section 13.4. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include the effective date of the layoff, reason for the layoff; reason for the shortened period of notification, if applicable; a statement of recall rights; and a statement of appeal/grievance rights and applicable deadlines for filing.

13.4 Re-employment/Recall.

(a) For a period of two years following layoff, a faculty member who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at FAMU DRS at which previously employed at the time of layoff, should an opportunity for such re-employment arise. The Board shall provide information to the laid off employee regarding vacancies at FAMU DRS. It shall be the employee's responsibility to keep the university advised of the employee's current mailing address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately

following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. The university shall notify UFF when an offer of re-employment is issued.

(b) An employee who held permanent status in the date of termination by reason of layoff shall resume the permanent status appointment upon recall.

13.5 The non-reappointment of an employee shall not be deemed a layoff.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this agreement shall not apply to the following:

(a) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds.

(b) Employees who are appointed for less than one (1) academic year, who are appointed to a position that includes an appointment status modifier, who are appointed to a fixed multi-year appointment, and employees in an auxiliary entity.

13.7 Employee Assistance Programs. Consistent with the university's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

## **ARTICLE 14 PROMOTION**

### 14.1 Promotions Criteria

1. Faculty promotions shall be based on the following criteria:
  - (a) Submission of a completed Faculty Promotion Portfolio, no later than October 1 of the academic year for which the promotion is being applied.
  - (b) Completion of three consecutive years of service with FAMU DRS.
  - (c) Not have any “Unsatisfactory” performance ratings for the three years prior to the year of the application.
  - (d) Have attained the advanced degree applicable to the applied for rank as identified in Section (f) below.
  - (e) Letter of support from a minimum of three other faculty members.
  - (f) Attainment of advanced degree minimums as follows:  
  
Master’s Degree for University School Assistant Professor  
Specialist Degree for University School Associate Professor  
Doctorate Degree for University School Professor
2. Candidates for promotion shall submit a portfolio containing information that will substantiate the effectiveness of the faculty member in the four major areas of teaching and performance, research and creative activity, dissemination, and service. The submitted portfolio shall contain ten sections:
  - (a) A copy of the FAMU DRS regulations regarding promotion.
  - (b) Assigned Duty Forms for the previous three (3) year period.
  - (c) A vita.
  - (d) Annual evaluations
  - (e) A list of courses taught.
  - (f) Teaching and performance effectiveness.
  - (g) Research or Creative works. Creative works, include, but are not limited to, artistic works and musical and/or dramatic performances.
  - (h) Dissemination.
  - (i) Service.
  - (j) Letters of recommendation.

### 14.2 FAMU DRS Faculty Promotions Committee

- (a) The FAMU DRS Faculty Promotions Committee shall be comprised of two

elected UFF-DRS representatives and the three most senior members of the FAMU DRS Faculty, with seniority determined by the collective years of service in a faculty position at FAMU DRS.

(b) The committee shall have a minimum of five members at each session.

(c) The committee shall be established no later than October 1 of each year.

(d) The FAMU DRS Faculty Promotions Committee shall meet no later than October 15<sup>th</sup> of each academic year to review applications for promotion.

(e) The FAMU DRS Faculty Promotions Committee shall submit recommendations to the superintendent/director no later than November 1 of each academic year for his/her review.

(f) The superintendent/director shall submit his/her recommendations to the President of the University for his/her review no later than November 15 of each year.

(g) Applicants shall be notified of their final approval or denial of their promotion no later than December 15 of the academic year for which the application applies.

(h) Upon granting of promotion in rank, the applicable promotion salary increase shall be applied at the beginning of the following academic year.

(i) Upon notice of denial of promotion, the faculty reserves the right to appeal the decision to challenge the denial. Faculty must appeal the decision within thirty days of notice of denial of promotion.

#### 14.3 Promotion Salary Increases

Promotion salary increases shall be granted to full-time faculty attaining promotion in rank in the following amounts. Part-time faculty granted promotions shall be granted a proportional increase:

To University Assistant School professor – 3.5% of the employee's base rate.

To University Associate School professor – 5.25% of the employee's base rate.

To University School professor – 8.75% of the employee's base rate.

#### 14.4.

The Board and UFF-FAMU-DRS agree to form a joint committee to review current promotion criteria and procedure and make recommendations to revise and clarify the process. The committee shall provide its recommendations by February 1, of the calendar year for inclusion into bargaining for the next fiscal year.

The joint committee shall consist of two (2) FAMU administrators and two (2) UFF-FAMU-DRS representatives. The committee shall generate a written committee report to recommend changes to the promotion process if needed. The report shall be distributed to UFF and FAMU BOT representatives within five (5) days after the review process has been completed.



**ARTICLE 15  
RESERVED**

## **ARTICLE 16 DISCIPLINARY ACTION AND JOB ABANDONMENT**

### **16.1 Just Cause.**

(a) The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

- (1) incompetence, or
- (2) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University or the Board of Trustees.

**16.2 Progressive Discipline.** Both parties endorse the principle of progressive discipline. However depending on the severity of the infraction, more serious disciplinary action may be taken up to and including termination at the discretion of the University without the implementation of progressive discipline.

**16.3 Notice of Intent.** When the Superintendent has reason to believe that a suspension or termination should be imposed, the Superintendent shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the Superintendent before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 16.4. The employee has a right to union representation during the investigatory questioning that may reasonably be expected to result in disciplinary action. If the Superintendent does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall be marked "void" and placed in a sealed envelope within the employee's personnel file.

**16.4 Notice of Discipline,** All notices of disciplinary action shall include a statement of the specific reasons therefore and a statement advising the employee that the action is subject to Article 20, Grievance Procedure. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

**16.5 Termination.** A permanent status appointment or any appointment of definite duration may be terminated during its terms for just cause. An employee shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative may give less than six (6) months notice.

Disciplinary Action Other Than Termination. The University, retains its rights to impose disciplinary action other than termination for just cause including, but not limited, to written reprimand, suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

#### 16.6 Job Abandonment

(a) If an employee is absent without authorized leave for six (6) or more consecutive days under the provisions of Section 17.1, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

16.7 Employee Assistance Program. Neither the fact of an employee's participation in an employee assistance program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.

## **ARTICLE 17 LEAVES**

### 17.1 Requests for A Leave or Extension of Leave of One (1) Semester or More.

(a) For a leave of one (1) semester or more, a faculty member shall make a written request not less than one hundred and twenty (120) days prior to the beginning of the proposed leave.

(b) For an extension of a leave of one (1) semester or more, a faculty member shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(d) An absence without approved leave or extension of leave shall subject the faculty to the provisions of Section 16.6.

(e) An faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 17.6.

### 17.2 Return from Leave.

(a) A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 17.6.

(b) The salary of a faculty member returning from leave without pay shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.

17.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an faculty member is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status.

17.4 Tenure/Permanent Status Credit During Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure or permanent status, except by mutual agreement of the faculty and the University. In deciding whether to credit such leave toward tenure eligibility or permanent status, the President or representative shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and to the faculty member's field of employment, the benefits, if any, which accrue to the University by virtue of placing the faculty member on such leave, and other appropriate factors.

### 17.5 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, the faculty member shall be paid, upon termination, for the holiday hours worked within the previous nine (9) or twelve (12) month period.

### 17.6 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible faculty members an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the faculty member through the FMLA.

(b) Implementation of FMLA Leave Entitlements in the University.

(1) An faculty member, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave in conjunction with Board of Trustees Policy Number 2005-23.

(2) Pursuant to Board of Trustees Policy Number 2005-23, Benefits and Leaves, a salaried faculty member is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 17.7, for a birth or adoption of the faculty member's child. If an eligible faculty member elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that faculty member's FMLA entitlement.

(c) Accounting for the Use of FMLA Leave in a Twelve (12) Month Period.

(1) In the University, the fiscal year (July 1 - June 30) shall be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible faculty member's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible faculty member as long as the reasons for absence qualify under the FMLA and the faculty member has not exhausted the faculty member's four hundred and eighty (480) hours within the appropriate twelve (12) month period for such leave. The faculty member may request FMLA leave as accrued leave, leave without

pay, or a combination of both in accordance with Board of Trustees Policy Number 2005-23.

(2) The University may require that the faculty member use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 work weeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 17.12(e).

(3) After the President or representative has acquired knowledge that the leave is being taken as FMLA leave, the President or representative shall within two business days, absent extenuating circumstances, notify the faculty member of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

(1) The University may require a faculty member faculty to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the faculty member or the faculty member's family member.

(2) Medical certification may be required to affirm the faculty member's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

(f) Return to Position. Upon return from FMLA leave, the faculty member shall be returned to the same or equivalent position in the same classification and work location, including the same shift or equivalent schedule, unless the University and the faculty member agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible faculty shall neither enhance nor decrease any rights or benefits normally accrued to salaried faculty members during a leave with pay or any rights or benefits normally accrued during a leave without pay.

(h) If any provision of Section 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any faculty member benefit program or plan provides greater family or medical leave rights to an eligible faculty member.

#### 17.7 Parental Leave.

(a) A faculty member shall be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 17.6.

(b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 17.12.

(c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

(1) The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 17.6 of this Agreement, and the date of return to employment.

(2) At the end of the approved parental leave and at the faculty member's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the university.

(3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member faculty shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

(d) Upon agreement between the faculty member and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 17.6.

#### 17.8 Leaves Due to Illness/Injury.

Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow a faculty member to fully and properly perform the duties of the faculty member's position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

##### (a) Sick Leave.

###### (1) Accrual of Sick Leave.

a. A full-time faculty member faculty shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time faculty member faculty shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. Faculty appointed under Other Personal Services (OPS) shall not accrue sick leave.

###### (2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that a faculty member who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the faculty through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The faculty member's personal illness or exposure to a contagious disease which would endanger others.

2. The faculty member's personal appointments with a health care provider.

3. The illness or injury of a member of the faculty members immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.

4. The death of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the Faculty member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the faculty member is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any faculty member shall be five (5).

d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.

e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the university may require a faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the university. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 17.8(c).

(4) The transfer of unused sick leave from another governmental entity to a university position is not permitted unless a reciprocal agreement in writing between the Board or its representative and the previous employing entity is in effect.



(5) Payment for Unused Sick Leave.

a. A faculty member with less than ten (10) years of State service who separates from the University shall not be paid for any unused sick leave.

b. A faculty member who has completed ten (10) or more years of service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public faculty members, and separates from the University because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

c. Upon layoff, a faculty member with ten (10) or more years of service shall be paid for unused sick leave as described in paragraph b., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the university within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. Restoration will be effective upon the repayment of the full lump sum leave payment. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

d. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

e. If a faculty member has received a lump sum payment for accrued sick leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/injury.

(1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay

status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph h (1), above:

a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or

b. The faculty member shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued leave in accordance with paragraph (a.), above, or the faculty member elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the university's needs into account:

- A. offer the faculty member part-time faculty employment;
- b. place the faculty member in leave without pay status or extend such status;
- C. request the faculty member's resignation; or
- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

(c) Compulsory Leave.

(1) Placing Faculty on Compulsory Leave.

a. If a faculty member is unable to perform assigned duties due to illness/injury the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the university, by a health care provider chosen and paid by the university, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the university.

b. If the University agrees to accept the faculty member's choice of a health care provider the University may not then require another university-paid examination.

c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 17.12.

c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member's previous duties, if possible, or to equivalent duties.

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

- a. offer the faculty member part-time employment;
- b. place the faculty member in leave without pay status in accordance with Section 17.12 or extend such status;
- c. request the faculty member's resignation; or
- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

## 17.9 Administrative Leaves.

### (a) Jury Duty and Court Appearances.

(1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the faculty member. Leave granted hereunder shall not affect a faculty member's annual or sick leave balance.

(2) An appearance as an expert witness for which an faculty member receives professional compensation falls under Article 19 and the universities' policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member's requesting annual leave or, if

a non-annual leave accruing faculty member, may necessitate the faculty member seeking an adjustment of the work schedule.

(3) If a faculty member is required, as a direct result of the faculty member's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty member's job assignment, and the faculty member shall be paid per diem and travel expenses and shall turn over to the university any fees received.

(4) A faculty member involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing faculty member, may request, an adjustment to the work schedule or leave without pay, pending approval from the Superintendent.

(b) Military Leave.

(1) Short-term Military Training. A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

(2) National Guard State Service. A faculty member who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. A faculty member except a faculty member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an faculty member's annual or sick leave balance. The remainder of military leave shall be without pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the faculty member's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.11.

(c) Leave Pending Investigation. When the President or representative has reason to believe that the faculty member's presence on the job will adversely affect the operation of the university, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for a faculty member who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for a faculty member who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings. The President or President's representative may close the university, or portions of the university, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the university or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. A closing beyond two (2)

consecutive days shall require the approval of the Board. Leave resulting from such an emergency closing shall not reduce faculty members' leave balances.

#### 17.10 Leave Without Pay.

(a) Granting. Upon request of a faculty member, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the university. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 17.8(a) (2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

c. The faculty member's contribution to the State insurance program will continue for the corresponding payroll periods.

(2) A faculty member's request for the use of accrued leave during a period of leave without pay shall be made at the time of the faculty member's request for the leave without pay. Such request shall include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval.

## **ARTICLE 18 INVENTIONS AND WORKS**

18.1 University Authority and Responsibilities. The Florida Statutes authorize the University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in Article 18:

(a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

Instructional technology material, as defined in Section 9.9(a), is included in this definition.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in Section 9.9(a), is included in this definition.

(c) "Instructional technology material" is defined in Section 9.9(a).

(d) "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by a university.

18.3 Works.

(a) Independent Efforts. A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term "independent efforts" means that:

- (1) the ideas came from the faculty member;
- (2) the work was not made with the use of University support; and
- (3) the University is not held responsible for any opinions expressed in the work.

(b) University-Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of the University and the faculty member shall share in the proceeds there from.

(2) Exceptions. The University shall not assert rights to the following works:

- a. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and
- b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.

(c) Disclosure.

(1) Upon the creation of a work and prior to any publication, the faculty member shall disclose to the President or representative any work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of

Section 18.3(b)(2)a., above, faculty members need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

(2) The President or representative shall assess the relative equities of the faculty member and the University in the work.

(3) Within sixty (60) days after such disclosure, the President or representative will inform the faculty member whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the faculty member and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the university has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(4) The faculty member and the University shall not commit any act which would tend to defeat the university's or faculty member's interest in the work and shall take any necessary steps to protect such interests.

#### 18.4 Inventions.

(a) Disclosure/University Review.

(1) An faculty member shall fully and completely disclose to the President or representative all inventions which the faculty member develops or discovers while an faculty member of the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.

(2) If the University wishes to assert its interest in the invention, the President or representative shall inform the faculty member within 120 days of the faculty member's disclosure to the President or representative.

(3) The President or representative shall conduct an investigation which shall assess the respective equities of the faculty member and the University in the invention, and



determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

(4) The President or representative shall inform the faculty member of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.

(5) The division, between the University and the faculty member, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the university and the faculty member. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(6) The faculty member shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(b) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no University support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

(c) University-Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the university, or by using university support, is the property of the University and the faculty member shall share in the proceeds there from.

(d) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the University will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

(2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the University shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the University or on its behalf shall be assessed against the faculty member.

(3) All assignments or releases of inventions, including patent rights, by the President or representative to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.

(e) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the faculty member and the university.

(2) Such policy may be the subject of consultation meetings pursuant to Article 2.

(f) ) Execution of Documents. The University and the faculty member shall sign an agreement individually recognizing the terms of this Article.

18.5 Outside Activity.

(a) Although an faculty member may, in accordance with Article 19, Conflict of Interest/Outside Activity, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that an faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

(b) A faculty member who proposes to engage in such outside activity shall furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

## **ARTICLE 19 CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

### **19.1 Policy.**

(a) An employee is bound to observe in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida found in the Florida Statutes, the advisory opinions rendered with respect thereto, Board of Trustees Rules, Regulations, Policies, and procedures. Other provisions of State law govern obligations and responsibilities of employees who receive State compensation in addition to their annual salary.

(b) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

### **19.2 Definitions.**

(a) "Outside Activity" shall mean any private practice, private counseling, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the employee's assigned duties and for which the university has provided no compensation.

(b) "Conflict of Interest" shall mean:

(1) any conflict between the private interests of the employee and the public interests of the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity or financial interest that interferes with the full and faithful performance of the employee's professional or institutional responsibilities or obligations.

### **19.3 Conflicts of Interest Prohibited.**

Conflicts of interest, including those arising from university or outside activities, are prohibited. An employee, who engages in outside employment as described herein, shall be responsible for adhering to the requirements of Florida conflict of interest law, Section 112.313, Florida Statutes. Employees are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials for approval.

### **19.4 Report of Outside Activity/Conflict of Interest.**

(a) An employee who proposes to engage in any outside activity as defined in Regulation 10.122 and section 19.2 above, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to engaging therein.

(b) The report, as described in paragraph 19.4(a), shall include, where applicable, the name of the employer or other recipient of services; the funding source, the location where such activity shall be performed; the nature and extent of the activity;

and any intended use of University facilities, equipment, or services. Employees are to adhere to Regulation 10.122 for approval of outside employment and conflict of interest determinations, The University shall provide the Union advanced notice of proposed changes to Regulation 10.122 as provided in Article 1.

- (c) A new report shall be submitted for outside activity previously reported at:
  - (1) the beginning of each academic year for outside activity of a continuing nature; and
  - (2) such time as there is a significant change in an activity (nature, extent, funding, etc.).

(d) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee has no appointment with the university. Employees should refer to Article 19.3 above.

(e) Any outside activity which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within ten (10) calendar days of the execution of this Agreement and shall conform to the provisions of this Article.

#### 19.5 Expedited Grievance Procedure.

(a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20, Section 20.15.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a) upon contingent approval.

(c) If the resolution of the matter is that there is a conflict of interest, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned herein.

19.6 Use of University Resources. An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or the President's designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

19.7 No University Affiliation. An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the university.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein. Attempts to informally resolve a matter does not toll the time in which to file a grievance. If it appears that the matter will be resolved informally, both the University representatives and the Union shall agree in writing to toll the time for a definite time period.

20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

20.3 Definitions and Forms. As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean the UFF, an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement. A grievance filed by the FAMU Chapter of UFF which alleges a violation of its rights by the University, shall be initiated at Step 2.

(c) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix "C", "D", or "E", respectively, and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is

difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H", may be filed by means of fax, United States mail, or any other recognized means of delivery.

20.4 Burden of Proof. In all grievances except disciplinary grievances in accordance with Article 16, Disciplinary Action and Job Abandonment, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the university or the Board.

20.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the employee shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and shall be sent copies of all decisions at the same time as they are sent to the other parties.

20.6 Grievance Representatives. The UFF shall annually furnish to the board and University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the President, Board or their representatives necessitate rescheduling of assigned duties, the representative may with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

20.7 Appearances.

(a) When an employee participates during working hours in an arbitration hearing or in a grievance meeting between the grievant or representative and the University or Board, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

20.8 Formal Grievance Procedure.

(a) Filing.

(1) A grievance shall be filed with the Superintendent at Step 1, or in the

case of a grievance initiated at Step 2 with the Provost/President, within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty (30) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

(2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected.

(3) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF. Upon failure of the Board to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

(c) Postponement.

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the Unit Head or his/her representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the Unit Head or his/her representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period shall be no

more than seven (7) days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The Unit Head or his/her representative and the grievant and the grievant's representative shall meet within fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Unit Head or representative, shall discuss the grievance.

(2) Decision. The Superintendent shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance representative if the grievant elected self-representation or representation by legal counsel.

(3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) days following receipt of the Step 1 decision by grievant's Step 1 representative. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark.

(2) Meeting. The President or representative and the representative of the grievant shall meet no later than thirty (30) days following receipt request review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5).

(3) Decision. The President or his/her representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within thirty (30) days following the conclusion of the review meeting. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may



proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF if the grievant elected self-representation or representation by legal counsel.

(f) ) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the Provost or representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative and shall be signed by the grievant and the State UFF President or representative, or State UFF Staff Representative. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f) (4).

(2) Selection of Arbitrator. Representatives of the University and the UFF shall meet within ninety (90) days after the filing of the Notice of Intent to Arbitrate for the purpose of selecting an Arbitrator. If the parties are unable to agree to an arbitrator, they shall follow the normal American Arbitration Association procedure for the selection of one. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the university to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee

is not receiving the appropriate salary from the university, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the university to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the President or representative may reassign the employee during such reappointment.

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 20.8(f) (2).

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Tallahassee, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Leon County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Leon County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration

proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

20.9 Filings and Notification. With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by electronic mail, fax, United States mail, or any other recognized delivery service. Step 1 and Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Provost or representative and the UFF acting through its President or representative.

20.11 Processing.

(a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the Board from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

(b) The Provost/ President, or representative, may refuse consideration of a grievance not filed or processed in accordance with this Article.

20.12 Reprisal. No reprisal of any kind will be made by the Board, University, or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

20.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).

(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the President or representative no more than seven (7) days after it has been filed. The President or representative shall issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D", no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than seven (7) days after the receipt of Appendix "D", and the Step 2 decision shall be issued no more than seven (7) days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E". The arbitrator shall issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).

(d) The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.

(e) All other provisions of Article 20 shall apply to these grievances, except as noted above.

## **ARTICLE 21 OTHER EMPLOYEE RIGHTS**

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

21.2 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the Office of the General Counsel as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.

No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

21.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

21.6 Working Papers Rights. Subject to applicable law, the provisions of Article 18, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

## PROFESSIONAL DEVELOPMENT PROGRAM AND SABBATICALS

### 22.1 Sabbaticals.

(a) Policy. Sabbaticals for professional development are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the DRS through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Type of Sabbatical. Once every two (2) years, the DRS will make available at least one (1) sabbatical at half-pay for one (1) DRS academic year for eligible employees, subject to the conditions set forth below. The DRS may provide sabbaticals that are equivalent to the one (1) year, half-pay sabbatical upon consultation with the UFF-FAMU DRS Chapter representative.

(c) Eligibility for Sabbatical. Full-time permanent status employees with at least six (6) years of full-time service at the DRS shall be eligible for sabbaticals. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with procedures established through the DRS consultation process (Article 2). At a minimum, each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the DRS and his/her academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.5(e).

(2) A three-member committee shall rank the applicants for the purpose of making a recommendation to the Superintendent regarding the awarding of the sabbatical. The committee shall be comprised of Permanent Status employees chosen by the Superintendent and the UFF-FAMU DRS representative. The committee chairperson shall be selected by majority vote of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the DRS, and the profession; the needs of the DRS, and the length of time since the employee was last provided an opportunity for professional renewal. The committee shall submit a ranked list of recommended employees to the Superintendent who shall make the final decision regarding the awarding of the sabbatical.

(e) Terms of Sabbatical Program.

- (1) The employee must return to the DRS for at least one (1) academic year immediately following the sabbatical. Agreements to the contrary must be reduced to writing prior to participation. Return to the DRS of salary received during the program may be required in those instances where neither of the above is satisfied.
- (2) The employee must, within thirty (30) days of returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the Superintendent or designee. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the DRS, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- (3) Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous service are completed following the first.
- (4) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (5) Employees shall continue to accrue sick leave on a full-time basis during the sabbatical.
- (6) While on leave, an employee shall be permitted to receive funds for travel and living expenses and other sabbatical related expenses from sources other than the university, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. If financial assistance is received in the form of salary, the university salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 19, Conflict of Interest/Outside Activity.

## Article 23 Salaries

23.1 Upon ratification of this Agreement, the minimum salary for faculty shall be \$41,884.71, as reflected by Appendix F. All faculty who were already above the old minimum salary threshold shall be entitled to a recurring salary increase of \$1,070.27. All increases described in this paragraph shall be retroactive to the beginning of the 2022-23 contract year: retroactive pay shall be paid out in two pay periods of ratification by the Board of Trustees.

Additionally, upon ratification by the Board of Trustees, all faculty employed at the time of distribution and who have not received any disciplinary action within the 2022-2023 Academic Year, shall be paid, \$2000 as a non-recurring wage increase. The non-recurring wage increase shall be paid out in one payment prior to December 25, 2022.

23.2 All faculty will be paid an annual salary in accordance with Appendix F, Faculty Salary Schedule.

23.3 Promotion to the ranks of Assistant Professor, Associate Professor and School Professor shall be in accordance with Article 14.

23.4 Summer Employment. Salaries of teachers employed in summer school programs shall be paid their hourly rate based on their annual salary. [Hourly rate = (salary/194 days)/8]. Teachers employed in summer school programs shall be paid for forty-five (45) minutes per day for planning and record keeping.

23.5 Supplemented Positions. Extra/supplemental pay for all extra/supplemental duty positions shall be bargained at the beginning of the fiscal year and every effort shall be made by both parties to conclude bargaining pertaining to Supplemental Pay prior to the beginning of the school year. Supplemented/extra duties shall be those set forth in Appendix G of this Agreement and shall be voluntary. Any additional supplements/extra duty positions must be bargained and agreed upon by both parties.

1. Outline of the duties to be performed to earn a supplement shall be written by the school administrator and signed by the teacher involved and the school administrator. One copy is to remain with the administrator, one with the teacher and another copy filed with the Superintendent's office by October 1 of each school year.
2. No supplement shall be paid when job performance is not in accordance with the agreed outline.
3. All supplements listed in this schedule are granted only on the basis of one (1) school year.
4. No employee hired for the position contained in this schedule shall be paid less than the amount indicated.



5. Personnel supplemented for athletics will be paid up to ten percent (10%) of their supplement for participation in post season athletic competition in the following manner: two percent (2%) will be paid for participation in each level of competition.

A. All head coaches, based on years of experience, shall have the supplement for that position adjusted by \$100.00 for each year of experience in the position of head coach at FAMU DRS, up to \$500.00.

B. A primary assistant coach, as identified by the head coach of a varsity sports team, shall have that supplement adjusted by \$50.00 for each year in the position of primary assistant up to \$250.00.

6. Personnel hired for the position of band director and/or choir director will automatically receive the supplement and will be expected to perform the duties described in order to retain that position. The band Director and Choral director will have will have the supplement for that position adjusted by \$100.00 for each year of experience in the position, at FAMU DRS, up to \$500.00.

7. To qualify as a Department Head, the department must contain no less than three (3) full-time instructional personnel.

8. Any teacher, who performs the essential duties of the Department Head or Group Chair on a consistent, regular basis, shall receive the supplement regardless of the title given the position.

9. In sports supplements, which are seasonal in nature, the employee will be due full compensation for such. For supplemental employees who separate employment before the end of the school year, supplements will be paid as follows:

A. If the supplemented activities have been completed, the employee will receive the entire percentage indicated.

B. If the supplemented activities have not been completed, or are of a year-round nature, such supplement shall be paid on the proportion of the job completed.

10. Teachers shall have priority in filling supplemental positions. In the event that there are no qualified teachers who have applied for the position, the Administration may fill the position with a non-teacher.

11. All openings for supplements listed in Appendix G or other extra-

compensated positions, with the exception of the Band and Choir Directors will be posted on the district website at least five (5) work days prior to filling such vacancy. If no one is chosen from DRS Faculty, then the vacancy will be advertised outside DRS for an additional five (5) workdays.

23.6 The UFF retains its right to bargain over all wages and terms and conditions of employment for members of the bargaining unit, irrespective of the funding source or the nature of the compensation or the term and condition of employment. Nothing in this agreement shall be construed as a waiver by UFF of its right to bargain over wages and terms and conditions of employment.

## **ARTICLE 24 BENEFITS**

24.1 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.

24.2 Part-Time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the personnel office at the University to determine the nature and extent of the benefits for which they are eligible.

24.3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the personnel office at the University for complete information prior to taking the leave.

24.5 Employee Assistance Programs. The Board encourages the University to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with UFF.

**ARTICLE 25**  
**UFF INSURANCE DEDUCTION**

The Board agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and Board rules and regulations. The UFF shall provide the Board with a written report by July 31 of each year regarding any program requiring payroll deduction. This report shall include the name of the common remitter company, a list of the provider companies that are to receive remittances, the appropriate contact people for the common remitter and associated provider companies, and addresses and phone numbers.

## **ARTICLE 26 PAYROLL DEDUCTION**

### 26.1 Deductions.

(a) The Board shall deduct, twice monthly and without unauthorized interruption, the following from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" of this Agreement:

- (1) UFF-FAMU DRS membership dues in an amount established by the UFF-FAMU DRS and certified in writing by the UFF-FAMU President to the Board; and
- (2) other UFF-FAMU DRS deductions in an amount authorized by the employee.

### 26.2 Timing of Deductions.

- (a) The Board shall make deductions twice monthly and without unauthorized interruption, beginning with the first full-pay period commencing not earlier than seven (7) days following receipt of authorization.
- (b) The UFF-FAMU DRS shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

### 26.3 Remittance.

- (a) The Board shall remit dues and other authorized deductions to the UFF-FAMU DRS State Office on a biweekly basis within thirty (30) days following the end of the pay period.
- (b) Accompanying each remittance shall be a list containing the following information:
  - (1) Names and department of the employees from whose salaries the Board has made such deductions;
  - (2) Bi-weekly salary of each employee and
  - (3) Amounts deducted.
- (c) The Board shall provide this list in machine-readable form and provide the UFF-FAMU DRS with a version on an electronic platform in the format maintained by the University.

### 26.4 Termination of Deduction.

(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:

(1) thirty (30) days written notice from the employee to the Board, the University personnel office, and to the UFF-FAMU DRS revoking that employee's prior deduction authorization, or

(2) The transfer of the authorizing employee out of the bargaining unit.

(b) Consistent with the provisions of Section 8.7, the University shall notify UFF when it proposes to reclassify an employee to a classification that is not contained in the General Faculty bargaining unit.

#### 26.4 Reinstatement of Deduction

The University shall reinstate dues deduction for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full or part-time employment at the University.

#### 26.5 Indemnification.

The UFF-FAMU DRS assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF-FAMU DRS. The UFF-FAMU DRS shall promptly refund the Board excess monies received under this Article.

#### 26.6 Exceptions.

The Board will not deduct any UFF-FAMU DRS fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

#### 26.7 Termination of Agreement.

The Board's responsibilities under this Article shall terminate automatically upon: (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission; or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

**ARTICLE 27**  
**MAINTENANCE OF BENEFITS**

27.1 No Coercion. No employee shall be required to waive the benefits provided by the terms of this Agreement.

27.2 No Loss of Rights or Benefits. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

## **ARTICLE 28 MISCELLANEOUS PROVISIONS**

28.1 No Strike or Lockout. The Board agrees that there will be no lockout at the university during the term of this Agreement. The UFF-FAMU DRS agrees that there will be no strike by it or by any employees during the terms of this Agreement.

28.2 Effect of Passage of Law. Any provision of this Agreement, which is contrary to law, but becomes legal during the terms of this Agreement, shall be reinstated consistent with such legislation.

28.3 Legislative Action. The Board and the UFF-FAMU DRS agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

28.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County, neither the Board nor the UFF-FAMU DRS will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

28.5 Class Titles.

(a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF-FAMU DRS. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF-FAMU DRS of such new designation. Within ten (10) days following such notification, the UFF-FAMU DRS may request a meeting with the Superintendent for the purpose of discussing the designation. If, following such discussion, the UFF-FAMU DRS disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the manner shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

28.6 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

28.7 If a DRS-FAMU DRS employee is designated to transport students consistent with the requirements of Chapter 322, F.S. (Florida Uniform Classified Commercial Driver's License Act), the DRS shall pay the costs associated with the employee's licensure and endorsement.



**ARTICLE 29  
SEVERABILITY**

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the University System of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reasons (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 30  
AMENDMENT AND DURATION**

30.1 Effective Date.

- (a) The Agreement shall become effective upon ratification by both the Board and the UFF and shall remain in effect through April 30, 2022.
- (b) Renegotiations for the agreement term July 1, 2019 through June 30, 2020 shall include Article 23 and up to two additional articles to be chosen by each party.
- (c) Renegotiations for the agreement term July 1, 2020 through June 30, 2021 shall include Article 23 and up to two additional articles to be chosen by each party.
- (d) Renegotiations for a successor agreement shall begin no later than October 1, 2020.
- (e) The parties may agree to include other subjects in their negotiations.
- (f) Renegotiations sessions, once commenced, shall occur on Thursdays, as appropriate, unless modified by agreement of the parties.

30.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

**ARTICLE 31  
TOTALITY OF AGREEMENT**

31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 No Obligation to Bargain. The Board and the UFF, during the terms of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

31.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

## **ARTICLE 32 DEFINITIONS**

As used in this Agreement, the term:

- "Academic year" means a period consisting of a fall and spring semester of approximately 42 weeks for the Developmental Research School.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification of the Florida Public Employees Relations Commission.
- "Board" means the Board of Trustees of Florida Agricultural & Mechanical University.
- "Break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
- "Continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
- "Days" means calendar days.
- "Department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.
- "DRS" means the Developmental Research School.
- "Employee/Faculty/Faculty Member," means a member of the bargaining unit.
- "Equitable" means fair and reasonable under the circumstances.
- "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.
- "Months" means calendar months.
- "Number": The singular includes the plural.
- "Principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.

- "Semester" means one of the two approximately 19.5 week periods which together constitute the academic year.
- "Superintendent" means the chief operating officer of the Developmental Research School.
- "Supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Governors.
- "UFF" means United Faculty of Florida.
- "University" means Florida Agricultural & Mechanical University acting through the President or his staff.
- "Year" means a period of twelve (12) consecutive months.

**APPENDIX A  
POSITION CLASSIFICATIONS  
IN THE BARGAINING UNIT**

INCLUDED: All full-time and part-time employees of the Florida A&M University Developmental Research School in the following classifications:

- 9016 – University School Professor
- 9017 - University School Associate Professor
- 9018 - University School Assistant Professor
- 9019 - University School Instructor

Excluded: University School Director, University School Principals, and all other employees of Florida A&M University.

APPENDIX B  
UNITED FACULTY OF FLORIDA  
UFF DUES CHECK-OFF AUTHORIZATION FORM

**United Faculty of Florida-FAMU Chapter  
Membership Form**

PRINT NEATLY

NAME (Last, First MI)

\_\_\_\_\_

Employee ID Number: \_\_\_\_\_ Department

\_\_\_\_\_

TITLE \_\_\_\_\_  
(ie, Assistant Professor, Professor, Instructor)

CAMPUS LOCATION \_\_\_\_\_

OFFICE HOURS

\_\_\_\_\_

HOME ADDRESS

\_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP

\_\_\_\_\_

PHONE: Work \_\_\_\_\_ Home

\_\_\_\_\_

E-MAIL \_\_\_\_\_

UFF dues are one-percent (1 %) of regular salary.

**\_\_\_\_\_ Please enroll me as a member of the United Faculty of Florida (FEA, NEA, AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues (1% of salary).** This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to FAMU's payroll office and to the United Faculty of Florida.

\_\_\_\_\_  
Signature (for payroll deduction authorization)

\_\_\_\_\_  
Today's Date

*DUES AND CONTRIBUTIONS TO UFF ARE NOT TAX DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES, BUT MAY BE TAX DEDUCTIBLE AS PROFESSIONAL BUSINESS EXPENSES.*

**Please print, fill out, & give this form to a UFF DRS Representative or email to:  
Vanessa Pitts Bannister (vrpittsbannister@gmail.com)**

**APPENDIX C  
GRIEVANCE FORM**

GRIEVANT

NAME: \_\_\_\_\_

SUBJECT(S): \_\_\_\_\_

GRADE LEVEL(S): \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

UFF REPRESENTATIVE

NAME: \_\_\_\_\_

COLLEGE/SCHOOL: \_\_\_\_\_

GRADE LEVEL(S): \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the UFF Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

III. AUTHORIZATION:

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

\_\_\_\_ UFF \_\_\_\_\_

\_\_\_\_ Myself \_\_\_\_\_

\_\_\_\_ Other \_\_\_\_\_



**APPENDIX C**

(Continued)

I have read and understand Section 20.8 of the current Agreement between the Board of Trustees and UFF.

---

Signature of Grievant(s) Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's UFF Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and UFF if grievant elected not to be represented by UFF.

**APPENDIX D  
REQUEST FOR REVIEW OF STEP 1 DECISION**

GRIEVANT

NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

UFF REPRESENTATIVE NAME:

\_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications should go to the grievant's UFF Staff Representative at the above address.

DATE OF STEP 1 DECISION: \_\_\_\_\_

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S UFF REPRESENTATIVE:

\_\_\_\_\_

Provisions of Agreement allegedly violated as specified at Step 1:

**APPENDIX D**

(Continued)

I hereby request that the Step 2 Management Representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

\_\_\_\_\_  
Signature of Grievant(s) or UFF Representative Date

I am represented in this grievance by (check one - representative should sign on appropriate line):

UFF \_\_\_\_\_  
 Myself \_\_\_\_\_  
 Other \_\_\_\_\_

A copy of the following documents must be attached to this Request at the time of its filing with the Step 2 Management Representative:

- 1. Appendix C - Original grievance form filed with the University.
- 2. Step 1 Decision, if issued by University.
- 3. All attachments to Step 1 Decision, as required in Section 6.3.

The Step 2 decision shall be transmitted to grievant's UFF Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant, the Step 2 Management Representative, and to the President of UFF if grievant elected not to be represented by UFF.

This request should be sent to:  
Provost and Vice-President of Academic Affairs  
301 Foote-Hilyer  
Florida A&M University  
Tallahassee, FL 32307

**APPENDIX E  
NOTICE OF ARBITRATION**

The United Faculty of Florida (UFF) or Grievant (if not represented by UFF) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated \_\_\_\_\_ and received by the

President of UFF/Grievant on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

FAMU FILE NO: \_\_\_\_\_

The following statement of issue(s) before the Arbitrator is proposed:

\_\_\_\_\_  
Signature of UFF State Representative or State President                      Date  
or Grievant(s)

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

\_\_\_\_\_  
Signature of Grievant(s) (if represented by UFF)                      Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

Provost and Vice-President of Academic Affairs  
301 Foote-Hilyer  
Florida A&M University  
Tallahassee, FL 32307

## APPENDIX F

Years of Service	Salary
0	\$41,884
1	\$41,884
2	\$41,884
3	\$41,884
4	\$41,884
5	\$41,884
6	\$41,884
7	\$41,884
8	\$41,884
9	\$41,884
10	\$41,884
11	\$41,884
12	\$41,884
13	\$41,884
14	\$41,884
15	\$41,884
16	\$41,884
17	\$42,303
18	\$43,127
19	\$43,127
20	\$43,774
21	\$44,431
22	\$45,097
23	\$45,999
24	\$46,919
25	\$47,857
26	\$47,857
27	\$48,575
28	\$49,304
29	\$50,290
30	\$51,296

GL#	Sports	Sports Activity	Amount
1	FB	Football Head Coach	\$2,200.00
2	FB	Football Head Coach Spring	\$900.00
3	FB	Football Summer Training	\$1,000.00
4	FB	Football Offensive Coordinator	\$1,200.00
5	FB	Football Defensive Coordinator	\$1,200.00
6	FB	Football Assistant Coach/Special Team Coordinator	\$1,000.00
	FB	Football Middle School Head coach	\$0.00
7	FB	Football Assistant Coach	\$800.00
8	FB	Football Assistant Coach	\$800.00
9	FB	Football Equipment Manager	\$800.00
10	FB	Football Videographer	\$800.00
<b>Boys Basketball</b>			
11	BBB	Basketball Boys Head Coach	\$1,600.00
12	BBB	Basketball Boys Assistant Coach	\$1,200.00
13	BBB	Basketball Boys Head Junior Varsity Coach	\$1,200.00
14	BBB	Basketball Boys, Head Coach Middle School	\$0.00
<b>Boys Baseball</b>			
15	BAB	Baseball Head Coach	\$1,600.00
16	BAB	Baseball Assistant Coach Varsity	\$1,200.00
	BAB	Middle School Baseball Head coach	0
<b>Boys Track</b>			
17	TRB	Track and Field Head Coach	\$1,600.00
18	TR	Track and Field Assistant Coach	
<b>Girls Track</b>			
19	TRG	Track and Field Head Coach	\$1,600.00
20	TRG	Track Assistant Coach	
21	GT	Cross Country Head coach	\$1,000.00
<b>Girls Basketball</b>			
22	GBB	Basketball Girls Head Coach	\$1,600.00
23	GBB	Basketball Assistant Coach Varsity	\$1,200.00
24	GBB	Basketball Girls Head Junior Varsity Coach	\$1,200.00
<b>Cheerleading</b>			
25	CHL	Cheerleading Head Varsity Coach	\$1,600.00
26	CHL	Cheerleading Sponsor	\$1,200.00
27	CHL	Cheerleading Head Junior Varsity Coach	\$0.00
28	CHL	Cheerleading Elementary	\$500.00
<b>Conditioning</b>			
29	WL	Weight Room/strength & Conditioning Coach	\$1,200.00
<b>Softball</b>			
30	SB	Softball Head Coach Varsity	\$1,600.00
31	SB	Softball Head Coach Junior Varsity: Assistant	\$1,200.00
<b>Volleyball</b>			
32	VB	Volleyball Head Coach	\$1,600.00

APPENDIX G  
FAMU DRS SUPPLEMENTS  
2016-2017

33	VB	Volleyball Assistant Coach	\$1,200.00
34	VB	Volleyball JV	\$0.00
<b>Flag Football</b>			
35	FF	Football Flag Head Coach	\$1,600.00
36	FF	Flag Football Assistant Coach	\$1,200.00
<b>Athletic Support Systems</b>			
37	AS	Athletic Director	\$4,000.00
38	AS	Assistant Athletic Director	\$3,000.00
39	AS	Transportation Director	\$3,000.00
40	AS	Band Director	\$1,600.00
41	AS	Dance Team/Majorettes	\$1,000.00
42	AS	Choral Director	\$1,600.00
	<u>AS</u>	<del>Gym Facilities Manager</del>	\$0.00
43	AS	Royal Court	\$1,000.00
<b>Academics</b>			
44	ACA	Department Chair (K-2)	\$1,000.00
45	ACA	Department Chair (3-5)	\$1,000.00
46	ACA	Department Chair P.E.	\$1,000.00
47	ACA	Department Chair (6-12 English/Language)	\$1,000.00
48	ACA	Department Chair (6-12 Math/Tech)	\$1,000.00
49	ACA	Department Chair (6-12 Science)	\$1,000.00
50	ACA	Department Chair (6-12 Social Studies)	\$1,000.00
51	ACA	Department Chair (Fine Arts/Chorus/Band/Technology)	\$1,000.00
<b>Class &amp; Clubs</b>			
52	CL	Student Government	\$1,000.00
53	CL	National Honor Society	\$1,000.00
54	CL	Beta Club Sponsor	\$1,000.00
55	CL	FBLA Sponsor (Future Business Leaders of America)	\$1,000.00
56	CL	FBLA Middle School	\$0.00
57	CL	FFEA	\$1,000.00
58	CL	Art Honor Society Sponsor	\$1,000.00
59	CL	JROTC Drill Team	\$1,000.00
60	CL	Elementary Math Club (x2)	\$500.00
62	CL	Science Fair Coordinator	\$500.00
64	CL	Spelling Bee Sponsor	\$500.00
66	CL	Senior Sponsors (3)	\$1,000.00
67	CL	Junior sponsors (3)	\$1,000.00
68	CL	<u>YEARBOOK</u>	\$1,000.00
69	CL	SECME Club Sponsor	\$1,000.00
70	CL	4-H Club	\$500.00

**APPENDIX H  
DUES REVOCATION  
FORM**

I wish to withdraw my membership in the United Faculty of Florida – FAMU Chapter.

I understand that this revocation will become effective thirty days from the date the university payroll office receives a completed form. I acknowledge that by revoking my membership in UFF, I will not be eligible for union representation in any disciplinary action, criminal matter related to employment, or other legal representation.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Home Phone

\_\_\_\_\_   
Work Phone

\_\_\_\_\_   
Printed Name

\_\_\_\_\_   
Signature

\_\_\_\_\_   
College/Department

\_\_\_\_\_   
Employee ID Number

\_\_\_\_\_   
Union President or designee

\_\_\_\_\_   
Date

UFF State Office - (850) 224-8220  
Union Fax - (850) 222-1767

**PLEASE NOTE: Under the Collective Bargaining Agreement between the FAMU BOT and UFF, and *Florida Statute 447*, Faculty who desire to revoke their union dues deduction are responsible for providing written notice to the university and UFF. It is recommended that you obtain the signature of either the UFF-FAMU Chapter President or Membership Chair as proof that you have provided written notice to UFF to ensure that the University processes this request.**

Chapter President     Dr. Elizabeth Davenport, College of Education  
[ldavenport7@embarqmail.com](mailto:ldavenport7@embarqmail.com)  
(850) 264-9651

Membership Chair     Dr. Vanessa Pitts Bannister, College of  
Education     [vrpittsbannister@gmail.com](mailto:vrpittsbannister@gmail.com)  
(540) 818-3983

After completing this form, submit to:     The Office of Human Resources  
Payroll Section  
211 FHAC (Foote-Hilyer Administrative Center )



**APPENDIX I**

**RESERVED FOR FAMU DRS TEACHER EVALUATION**

**FLORIDA A & M UNIVERSITY  
BOARD OF TRUSTEES  
DEVELOPMENTAL RESEARCH SCHOOL  
RATIFICATION CERTIFICATE NUMBER 1422**

IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President and General Counsel

*Robert Larkin*

\_\_\_\_\_  
Robert Larkin  
Chief Negotiator

\_\_\_\_\_  
Micheal Johnson  
FAMU DRS Superintendent

**FOR THE UNITED FACULTY OF FLORIDA FAMU DRS CHAPTER:**

\_\_\_\_\_  
Roscoe Hightower  
President United Faculty of Florida  
FAMU Chapter  
*Pam Catalone*

\_\_\_\_\_  
Pam Catalone  
Chief Negotiator  
*Sylvester Peck, Sr.*

\_\_\_\_\_  
Sylvester Peck  
United Faculty of Florida -FAMU DRS Representative

