


November 7, 2023

MEMORANDUM

TO: Florida State College at Jacksonville  
District Board of Trustees

FROM: John Avendano, Ph.D.   
College President

RE: November 2023 Board Agenda

Enclosed please find materials in support of the November 14, 2023, Board meeting.

All meetings of the Board will be held at the College's Cecil Center – North, 13550 FSCJ Cecil Drive, Jacksonville, FL 32221.

The Board workshop on the topic listed below will convene from noon – 1 p.m. in Room A-109. The regular meeting of the Board will begin at 1 p.m., Room A-109.

- Legislative Priorities

Should you have any questions, or if you are unable to attend one or both of the meetings, please let me know.

**Florida State College at Jacksonville**  
**District Board of Trustees**  
**Regular Meeting**  
**A G E N D A**  
**November 14, 2023 – 1 p.m.**  
**Cecil Center – North, Room A-109**

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202400139

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE PUBLIC**

The District Board of Trustees welcomes comments before the Board relating to matters under the Board's consideration during today's meeting. Please note that consideration of the Action Items will also constitute a public hearing under the Administrative Procedures Act. Any comments regarding the Board Rule under consideration today, should also be made at this time. Those who wish to address the Board are required to complete a Public Comment Request form\* prior to the meeting. Requestors will be called upon by the Board Chair. Comments are limited to three minutes per person, and the Board is not required to respond.

**MINUTES OF THE SEPTEMBER 12, 2023, DISTRICT BOARD OF TRUSTEES FINANCE & AUDIT COMMITTEE QUARTERLY MEETING (p. 141-143)**

**MINUTES OF THE SEPTEMBER 12, 2023, DISTRICT BOARD OF TRUSTEES WORKSHOP (p. 144-146)**

**MINUTES OF THE SEPTEMBER 12, 2023, DISTRICT BOARD OF TRUSTEES REGULAR MEETING (p. 147-170)**

**MINUTES OF THE OCTOBER 10, 2023, DISTRICT BOARD OF TRUSTEES DEEP DIVE WORKSHOP (p. 171-174)**

**REPORT OF THE COLLEGE PRESIDENT**

**STRATEGIC PROGRAMMATIC DISCUSSION**

**CONSENT AGENDA**

Trustees may remove any item from the Consent Agenda for individual consideration under Action Items.

1. Administration: Board Rules – Non-Substantive Changes and Review (p. 175-177)
2. Purchasing: Annual Contract Extensions (p. 178-179)
3. Purchasing: Construction Services – Pre-Qualification of General Contractor Renewal (p. 180-181)
4. Purchasing: Construction Services – Pre-Qualification of New General Contractors (p. 182)
5. Purchasing: Cyberbit Cyber Range Platform (p. 183)
6. Purchasing: Vehicle Fleet Lease Master Agreement (p. 184-185)

**ACTION ITEMS**

1. Approval of Consent Agenda (p. 186)
2. Administrative Procedure Act – Board Rules, Section 11– Student Support Services (p. 187-190)
- 2.A. Human Resources: Collective Bargaining Agreement (Full-time Faculty) (p. 190-A-190-NNNN)
3. Human Resources: Vacation Leave December Cash-Out (p. 191)
4. Finance: Application Fees (p. 192)
5. Finance: Fiscal Year 2023-24 Operating Budget Amendment No. 2 (p. 193-194)
6. Finance: FSCJ ACCESS Program (p. 195)
7. Academic Affairs: Activation of Barbering Career Certificate Program (p. 196)
8. Academic Affairs: Inactivation of Diesel Systems Career Certificate Program (p. 197)
9. Academic Affairs: Inactivation of Diesel Systems I Career Certificate Program (p. 198)
10. Academic Affairs: Inactivation of Computer Related Crime Investigations Associate in Science Program (p. 199)

## **INFORMATION ITEMS**

Trustees may request discussion of the Information Items.

- A. Human Resources: Personnel Actions (p. 200-201)
- B. Purchasing: Purchase Orders Over \$195,000 (p. 202)
- C. Finance: Annual Property Inventory Report (p. 203-205)

## **REPORT OF THE BOARD CHAIR**

### **REPORTS OF TRUSTEES**

#### **REPORT OF THE FINANCE & AUDIT COMMITTEE CHAIR**

**REPORT OF THE ADMINISTRATIVE AND PROFESSIONAL COLLABORATIVE** (Written report provided by Dr. Tara Haley)

**REPORT OF THE CAREER EMPLOYEES COUNCIL** (Report provided by Phillip Delacruz)

**REPORT OF THE FACULTY SENATE** (Written report provided by Dr. John Woodward)

**REPORT OF THE STUDENT GOVERNMENT ASSOCIATION** (Written report provided by Jazmyn Arce)

### **NEXT MEETING**

The Board will meet on Friday, January 26, 2024, for a Deep Dive Workshop/Planning Meeting, beginning at 9 a.m.

The next regular meeting of the Board is scheduled for Tuesday, February 13, 2024, at the College's Administrative Offices, Board Room 405, 1 p.m.

### **ADJOURNMENT**

#### **TOUR OF FSCJ CECIL CENTER**

Immediately following the DBOT regular meeting, Trustees will be provided with a guided tour of the College's Cecil Center, to include the North and South Centers.

**Florida State College at Jacksonville**  
**District Board of Trustees**  
**Finance & Audit Committee**  
**Minutes of September 12, 2023, Quarterly Meeting**  
**Administrative Offices, Room 406, 10:45 a.m.**

PRESENT:

Thomas R. McGehee, Jr., Committee Chair  
Michael M. Bell  
Roderick D. Odom  
John Avendano  
Wanda Ford  
Stephen Stanford  
Mark Lacey  
Taylor Mejia  
Pete Snell  
Lindsey Thomas

ABSENT:

None

CALL TO ORDER:

College President John Avendano, Ph.D. called the Finance and Audit Committee meeting to order at 10:45 a.m. and welcomed those in attendance. Introductions were made for the new Trustees appointed to the Finance and Audit Committee and Interim Chief Information Officer Pete Snell. President Avendano notified the Committee of new online board software being tested for this committee, BoardEffect. Training is forthcoming.

INFORMATION /  
DISCUSSION:

- I. Review of Committee Charge and Process: Vice President of Finance & Administration Dr. Wanda Ford read the Committee Charge. Trustee Michael Bell asked if the Committee Charge could be updated to reflect "...the Board can ensure that the College has the necessary resources to carry out its mission and remains accountable to the *Duval and Nassau communities*." Vice President Ford agreed that the Committee Charge will be updated.
  
- II. Selection of Committee Chair: President Avendano asked if one of the Trustees would like to step into the role of Committee Chair. Trustee Thomas McGehee, Jr. asked if there is a report (or talking points) to be provided for reporting back to the full Board. There was concern that the Board will be approving items that are discussed in the Committee meeting the morning of the vote. President Avendano suggested that he can include in his report prior to voting that these items were discussed in the Committee meeting. Trustee McGehee suggested talking points, or discussion be provided during the time of the motion and second for each item previously discussed. Trustee McGehee agreed to be the Committee Chair.



III. Discussion of  
Spending Plan and  
Proposed Budget  
Amendments:

Vice President Ford provided an overview of the spending plan required by Florida Statue 1013.841. Based on the current funds available and the total unallocated fund balance, the College has a fund balance of 14.36% in reserves. The required carry-forward amount is 5% based on FTE falling below the threshold of 15,000 for the prior year. The College proposes to use the \$14.9M to support the completion of capital projects. President Avendano updated the Board members regarding the Council of Business Affairs Officers (COBA) desire to have the fund balance policy eventually changed to 60 days of operating revenues or expenses. The current priority for the Council of Presidents (COP) is to get the Colleges added to the State health insurance plan.

Vice President Ford discussed the Operating and Capital Outlay Budget Amendments that are pending Board approval. The proposed change to the Operating Budget includes an increase of \$6.8M to the College's reserves. The additional reserve amount reflects the difference in the anticipated fund balance in May 2023 and the actual fund balance as of June 30, 2023. The College will utilize \$1.9M of the \$6.8M to add to the current expense category and equipment budget to cover 2022-23 committed expenses. The remaining \$4.8M will be placed in reserve. The Capital Outlay Budget Amendment includes an additional \$5.5M in capital budget that resulted in the difference in the anticipated year-end expenses in May 2023 and the actual expenses as of June 30, 2023. Capital Outlay funding rolls over due to multi-year projects. President Avendano asked for a list of the current life safety projects. Facilities will provide a list.

IV. Discussion  
Regarding Recent  
Operational Audit:

Vice President Ford and Interim CIO Snell provided an overview of the preliminary and tentative audit finding and recommendation from the Operational Audit. The preliminary finding is related to the Informational Technology User Access Privilege and resulted from the follow-up from the prior Operational Audit. The College is working to address the findings through conversations with sister schools, limiting access of personal information (PI) identifiers, and reviewing the records retention requirements in the imaging systems.

V. Discussion of 2024  
Benefits:

Chief Human Resource Officer Mark Lacey led the discussion of the 2024 Employee Benefits. FSCJ is one of 23 state colleges that are a part of the Florida College System Risk Management Consortium for health benefits. Every three years each college is re-rated for premium pricing based on the college's own claims experiences. As a result of the year's review. The Consortium added a seventh plan as an option for 2024, which is the HMO Silver plan. Administration worked with the College's Employee Benefits Advisory Committee

and will offer the same three plans in 2024 as 2023 – PPO Gold, HMO Gold, and High-Deductible Health Plan (HDHP) Silver. For 2024, the Consortium will see a 5.75% increase in premiums. However, the College recognizes the important role that health insurance benefits play in the retention and recruitment of faculty and staff and will cover the premium increase for all coverage tiers for the PPO Gold and the HMO Gold plans. The College will also make a \$750 contribution to the employee’s Health Savings Account (HSA) for fiscal year 2024. The state plans are two tiered (employee, employee + family). The employee only premium is \$50 per month, while the employee + family is \$180. The state plan has better out of pocket costs for the employee. The current health care plans also get extended to retirees by state mandate.

NEXT MEETING:

The next meeting of the Finance & Audit Committee is scheduled for Tuesday, November 14, 2023. The Committee will meet at 10:45 a.m.

ADJOURNMENT:

There being no further business, President Avendano and Committee Chair McGehee declared the meeting adjourned at 11:52 a.m.

APPROVAL OF  
MINUTES:

\_\_\_\_\_  
Committee Chair, Finance and Audit Committee

\_\_\_\_\_  
Vice President of Finance and Administration

Submitted by: Shannon Oliver, Administration Support Manager

**Florida State College at Jacksonville  
District Board of Trustees  
Minutes of the September 12, 2023, Workshop  
Administrative Offices, Room 403A, Noon**

PRESENT:

O. Wayne Young, Chair  
Jennifer D. Brown, Vice Chair, Duval County  
Roderick D. Odom, Vice Chair, Nassau County  
Michael M. Bell  
Thomas R. McGehee, Jr.  
Andrew B. Shaw

ABSENT:

None

CALL TO ORDER:

Chair Wayne Young called the meeting to order at 12:00 p.m. and welcomed those in attendance.

WELCOME/  
INTRODUCTIONS:

College President John Avendano, Ph.D. welcomed all those in attendance, and shared that today's agenda had two discussion topics. The first item will be a brief overview of the upcoming Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) On-Site Visit Prep presented by Associate Vice President of Institutional Effectiveness Dr. Jerrett Dumouchel. The final workshop item provides the Board with information on FSCJ's Honors Program with the presenters being Provost/Vice President of Academic Affairs Dr. John Wall and Associate Provost of Curriculum and Instruction Dr. Kathleen Ciez-Volz.

INFORMATION/  
DISCUSSION:A. SACSCOC On-Site Visit  
Prep:

Associate Vice President of Institutional Effectiveness Dr. Jerrett Dumouchel provided the Board with an overview of the upcoming SACSCOC On-Site Visit. The overview included information pertaining to the following:

- On-Site Visit Key Dates/Tour Sites.
- Purpose of On-Site Visit.
- Overview of Accreditation Process.
- Reaffirmation Overview.
- Major Components of Reaffirmation.
- Focus of On-Site Visit:
  - Mission, Vision and Values.
  - Strategic Plan.
  - Quality Enhancement Plan (QEP).
  - Relevant Sections of the Compliance Certificate.

There was discussion by the Board regarding the Trustees' lunch interview with members of the On-Site Reaffirmation Committee, focus of the visit and the Board's appreciation for the detailed handouts.

B. FSCJ Honors Program:

Provost/Vice President of Academic Affairs Dr. John Wall and Associate Provost of Curriculum and Instruction Dr. Kathleen Ciez-Volz provided the Board with an overview of FSCJ's Honors Program. The overview included information pertaining to the following:

- Mission, Vision and Values for FSCJ's Honors Program.
- Honors Pedagogical Framework (REALS).
- Honors Program Learning Outcomes (REACH).
- Honors Academics: Graduation Distinction.
- Honors Academics:
  - Honors Courses.
  - Service-Learning.
  - E-Portfolio.
- Honors Scholarships.
- Support for Honors Students.
- Academic Engagement for Honors Students: Study Abroad.
- Honors Outcomes: At-A-Glance.
- Words of Students / Words of Faculty.
- Envisioning the Future of Honors.
- Reaching Higher, The FSCJ Honors Program.
- Honors Program Contact Information.

There was discussion by the Board relating to program outcomes, degree completion, enrollment status, dual enrollment students and the Jack Kent Cooke (JKC) Scholarship.

President Avendano shared that the College serves such a broad spectrum of students as an open admission institution. With that being said, the College attracts students of high performance, and FSCJ's Honors Program is a vehicle that challenges these students to grow academically as well as personally with civic engagement.

Chair Young shared his appreciation for the presentation as the information provided was excellent, noting he would be interested in a future topic on remedial studies and what is needed to bring students up to the level for graduation/college education.

ADJOURNMENT:

There being no further business, Chair Young declared the workshop adjourned at 12:54 p.m.

APPROVAL OF MINUTES:

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Chair, District Board of Trustees

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Executive Secretary, District Board of Trustees

Submitted by: Kimberli Sodek, Secretary to the Board

**Florida State College at Jacksonville  
District Board of Trustees  
Minutes of the September 12, 2023, Regular Meeting  
Administrative Offices, Board Room 405, 1 p.m.**

PRESENT: O. Wayne Young, Chair  
Jennifer D. Brown, Vice Chair, Duval County  
Roderick D. Odom, Vice Chair, Nassau County  
Michael M. Bell  
Thomas R. McGehee, Jr.  
Andrew B. Shaw

ABSENT: None

CALL TO ORDER: Chair Wayne Young called the meeting to order at 1:02 p.m. and welcomed those in attendance.

PLEDGE: Chair Young led the Pledge of Allegiance.

COMMENTS BY THE PUBLIC: Chair Young opened the public comments segment of the meeting wherein members of the public were invited to make comments on matters before the Board's consideration.

Chair Young advised the Board that no member of the public had requested to speak. He asked if there were any comments by the Trustees, and there were none.

MINUTES: (Ref. Board Agenda for September 12, 2023; Pages 202400061 – 89)  
Chair Young asked the Board if there were any comments or recommended revisions to the Florida State College at Jacksonville (FSCJ) District Board of Trustees (DBOT) minutes – as a slate – of the July 11, 2023, Deep Dive Workshop, on agenda pages 61 – 64; August 8, 2023, Workshop, on agenda pages 65 – 67; and August 8, 2023, Regular Meeting, on agenda pages 68 – 89, and there were none.

MOTION: (Bell – McGehee) The motion was made to approve the FSCJ DBOT minutes – as a slate – from the July 11, 2023, Deep Dive Workshop; August 8, 2023, Workshop; and August 8, 2023, Regular Meeting, as recommended.

Motion carried unanimously.

REPORT OF THE COLLEGE

PRESIDENT:

- Convocation 2023: College President John Avendano, Ph.D. provided the Board with information relating to Convocation 2023:
- Thursday, August 24, South Campus Gymnasium.
  - Theme: “Where Everyone Knows Our Names.”
  - College Names: FJC, FCCJ and FSCJ.
  - Event Emcees/Actors, Professor Samantha Ertenberg and Professor Joe LaBarbera.
  - Highlighted Quality Enhancement Plan, Enrollment Efforts, Military and Veteran Services, Five-Year Master Plan and Comprehensive Campaign.
  - Collected 202.5 pounds of food to support the FSCJ H.O.P.E. Food Pantry.
  - Appreciation to the team of dozens who helped make the event remarkable.
- Semester Kick-Off & Closure Due to Hurricane Idalia: President Avendano provided the Board with information relating to the College’s Semester Kick-Off & Closure Due to Hurricane Idalia:
- Great first day.
  - Exciting kick-off of school year.
  - THEN... 2-day closure due to threat of Hurricane Idalia.
  - Following Duval County Public Schools (DCPS) and City’s Lead.
  - Closure protocols.
  - Safety and education of students and College community.
- Power of Possible: President Avendano provided the Board with information relating to the Power of Possible event:
- Luncheon on Thursday, October 19, River Club.
  - Panel discussion with local business, community and academic leaders to discuss the power of philanthropy.
  - Trustees were sent an electronic invitation.
  - If Trustees have any questions or are interested in attending, please contact Executive Director of the FSCJ Foundation Cleve Warren or President Avendano.

FSCJ District Board of Trustees  
 Minutes of the September 12, 2023, Regular Meeting  
 Page 3

Local Elected Officials and  
 Delegates:

President Avendano provided the Board with information relating to recent visits to and from local elected officials and delegates:

- Mayor Donna Deegan at her office, City Hall concerning shared projects/plans.
- Mayor Deegan and Councilman Reggie Gaffney, Jr. holds Mayor's 12<sup>th</sup> Community Conversation Event at FSCJ's North Campus.
- Councilman Raul Arias touring FSCJ's Deerwood Center.
- Councilman Jimmy Peluso touring FSCJ's Downtown Campus.

QEP Update:

President Avendano provided the Board with information relating to the College's Quality Enhancement Plan (QEP) update:

- FSCJ's QEP, QueST (Quality e-Learning for Students and Teachers), is well underway.
- QueST was developed to accomplish two institutional goals:
  - Increase productive grade rates (grades of C or higher) in asynchronous online courses.
  - Reduce withdrawal rates in asynchronous online courses.
- In addition to taking measures to ensure students have both the technological and soft skills necessary to complete asynchronous online courses with a grade of C or higher, QueST will also support faculty development in designing and delivering engaging and culturally responsive online courses.

New Athletics Coaches:

President Avendano shared with the Board information relating to the New Athletics Coaches:

- He was pleased to share three new head coaches joined FSCJ's Athletics Department: John Putyrski for men's basketball, Sabrina Hartsell for women's softball and Chelsea Hinck for women's volleyball.
- Each coach brings a wealth of experience to the College's programs, and FSCJ looks forward to seeing the positive growth each coach will bring to their respective team and the student athletes.



Heart Walk:

President Avendano provided the Board with information relating to the Heart Walk:

- American Heart Association (AHA) Heart Walk, Saturday, September 9.
- This year, Team FSCJ raised more than \$4,500 and had 245 registered participants, with additional walkers joining on the day of the event.

Data Dashboard:

President Avendano shared with the Board information relating to the September 2023 Data Dashboard/high-level view of the institutional data sets:

- Summer Term College Credit Enrollment:
  - Positive variance of 8.2% credit hours for summer 2023 over summer 2022.
- Fall Term College Credit Enrollment:
  - Positive variance of 9.2% credit hours for fall 2023 over fall 2022.
- There is a spotlight on the Community College Survey of Student Engagement (CCSSE), which shows how the institution benchmark scores compared to top performing colleges, extra large colleges and Achieving the Dream (ATD) institutions.
- Finance Report shows actual revenues and expenditures compared to budget for the period ending July 31, 2023 and July 31, 2022.
  - Unrestricted fund revenues were down approximately \$2.4 million, primarily due to an increase in student fee revenue.
  - Expenditures were approximately the same compared to the prior year.
  - The restricted fund revenues and expenditures reflect both student and grant activities, so the federal stimulus funds account for the significant increase in grant revenues and expenditures.
  - The funds were fully expended on June 30, reducing the grant revenues and expenses in Fiscal Year 2024.
- Grants Report:
  - For the 2023-24 fiscal year, FSCJ received almost \$13.9 million in grants.
  - FSCJ's Grants Office is doing a specular job.

FSCJ Property Updates:

President Avendano shared with the Board information relating to FSCJ Property Updates:

- JWB Real Estate Capital, LLC (JWB) has made an offer for the purchase of the far eastern block of FSCJ's Downtown Campus – Main Street Building and Central Stores/ Receiving Warehouse (Main Street Complex) at the appraised value.
- JWB is going through their due diligence and environmental study on the Main Street Complex.
- The College looks to close on the Main Street Complex at the end of this calendar year or early in 2024.
- Possibilities continue with the University of Florida (UF) basing their new Jacksonville Campus on the College's property.
- FSCJ is preparing a Term Sheet document with regards to the possibility of UF being on the College's campus.
- In doing so, FSCJ is protecting the best interest of the College, for now and for the future.
- The decision will then lie with UF or the City as they move forward.

STRATEGIC  
 PROGRAMMATIC  
 DISCUSSION:

President Avendano asked if there were any questions or comments by the Board related to his Report, Data Dashboards and/or any other College Strategic matters, and there were none.

CONSENT AGENDA:  
 (Ref. Board Agenda for  
 September 12, 2023; Items 1  
 through 2, Pages 202400090 –  
 94)

Chair Young noted the Trustees had fully reviewed the Consent Agenda items prior to today's meeting and had the opportunity to discuss any questions and/or concerns with the College President. As a result, questions and concerns regarding agenda items were addressed and resolved in advance of the Board meeting. He then asked if there were any items the Trustees wished to remove from the Consent Agenda for individual consideration/discussion under Action Items, and there were none.

ACTION ITEMS:  
 (Ref. Board Agenda for  
 September 12, 2023; Items 1  
 through 7, Pages 202400095 –  
 132)

MOTION: (McGehee – Shaw) The motion was made to approve the Consent Agenda, as recommended.

Chair Young asked if there were any questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 2, Human Resources: Employee Group Plans for Health, Dental and Vision Insurance, on agenda pages 96 – 100.

MOTION: (Brown – Odom) The motion was made to approve the Employee Group Plans for Health, Dental and Vision Insurance, as recommended.

Chair Young asked if there were any questions or comments by the Board.

Trustee Thomas McGehee, Jr. stated that the Finance & Audit (F&A) Committee discussed the following four Action Items, noting there was consensus among committee members to provide the full Board with a brief overview of each item as the items were brought forward for action.

Therefore, as Committee Chair, he shared the following information relating to Action Item A-2:

Chief Human Resource Officer Mark Lacey led the discussion of the 2024 Employee Benefits, noting FSCJ is one of 23 state colleges that are part of the Florida College System Risk Management Consortium for health insurance. Every three years each college is re-rated for premium pricing based on the college's own claims experience. As a result of this year's review, the Consortium added a seventh plan as an option for 2024, which is the HMO Silver plan. Administration worked with the College's Employee Benefits Advisory Committee and will offer the same three plans in 2024 as 2023 – PPO Gold, HMO Gold, and High-Deductible Health Plan (HDHP) Silver. For 2024, the Consortium will see a 5.75% increase in premiums. However, the College recognizes the important role that health insurance benefits play in the retention and recruitment of faculty and staff and will cover the premium increase for all coverage tiers for the PPO Gold and the HMO Gold plans. The College will also make a \$750 contribution to the employee's Health Savings Account (HSA) for Fiscal Year 2024.

F&A Committee Chair McGehee noted the committee was satisfied with the report CHRO Lacey provided.

Chair Young asked if there were any additional questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 3, Finance: Fiscal Year 2023-24 Operating Budget Amendment No. 1, on agenda pages 101 – 102.

MOTION: (Odom – Shaw) The motion was made to approve the Fiscal Year 2023-24 Operating Budget Amendment No. 1, as recommended.

Chair Young asked if there were any questions or comments by the Board.

F&A Committee Chair McGehee shared the following information relating to Action Item A-3:

Vice President of Finance and Administration Dr. Wanda Ford and Controller Lindsey Thomas discussed the Operating and Capital Outlay Budget Amendments that are pending approval by the Board, noting the proposed change to the Operating Budget includes an increase of \$6.8M to the College's reserves. The additional reserve amount reflects the difference in the anticipated fund balance in May 2023 and the actual fund balance as of June 30, 2023. Of the \$6.8M, \$1.9M will be added to the current expense and equipment budget categories to cover 2022-23 committed but unexpended funds and the remaining \$4.8M will be placed in reserves.

F&A Committee Chair McGehee noted the committee was satisfied with the report Vice President Ford and Controller Thomas provided.

Chair Young asked if there were any additional questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 4, Finance: Fiscal Year 2023-24 Capital Outlay Budget Amendment No. 1, on agenda pages 103 – 105.

MOTION: (Bell – Brown) The motion was made to approve the Fiscal Year 2023-24 Capital Outlay Budget Amendment No. 1, as recommended.

Chair Young asked if there were any questions or comments by the Board.

F&A Committee Chair McGehee shared the following information relating to Action Item A-4:

Vice President Ford and Controller Thomas discussed that the Capital Outlay Budget Amendment includes an additional \$5.5M in capital budget that resulted from the difference in the anticipated year end expenses in May 2023 and the actual expenses as of June 30, 2023.

F&A Committee Chair McGehee noted the committee was satisfied with the report Vice President Ford and Controller Thomas provided.

Chair Young asked if there were any additional questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 5, Finance: Fiscal Year 2023-24 Carry Forward Spending Plan, on agenda page 106.

MOTION: (McGehee – Brown) The motion was made to approve the Fiscal Year 2023-24 Carry Forward Spending Plan, as recommended.

Chair Young asked if there were any questions or comments by the Board.

F&A Committee Chair McGehee shared the following information relating to Action Item A-5:

Vice President Ford provided an overview of the Carry Forward Spending Plan required by Florida Statute 1013.841, noting the total unallocated fund balance for Fiscal Year 2022-23 was \$22.9 million, which represents 14% of the operating funds available. The required carry forward amount is 5%. A spending plan is required for the additional 9%. The College proposes to use the excess carry forward funds of \$14.9 million for completion of a renovation, repair, or maintenance project that is consistent with the provisions of Florida Statute 1013.64.

F&A Committee Chair McGehee noted the committee was satisfied with the report Vice President Ford provided.

Chair Young excused himself and stepped out of the meeting to take an emergency telephone call.

President Avendano asked if there were any additional questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 6, Facilities: Project Priority List, Fiscal Year, 2023-24 through 2027-28, on agenda pages 107 – 113.

**MOTION:** (McGehee – Bell) The motion was made to approve the Project Priority List, Fiscal Year, 2023-24 through 2027-28, as recommended.

President Avendano asked if there were any questions or comments by the Board, and there were none.

Motion carried unanimously.

President Avendano presented the administration's recommendation on Action Item 7, Academic Affairs: FCS Affordability Report, on agenda pages 114 – 132.

**MOTION:** (Bell – McGehee) The motion was made to approve the FCS Affordability Report, as recommended.

President Avendano asked if there were any questions or comments by the Board, and there were none.

Chair Young returned to the meeting.

Motion carried unanimously.

**INFORMATION ITEMS:**  
(Ref. Board Agenda for  
September 12, 2023; Items  
A – D, Pages 202400133  
– 138)

Chair Young asked the Board if there were any questions or comments related to Information Items A – D, on agenda pages 133 – 138, and there were none.

REPORT OF THE BOARD  
 CHAIR:

Chair Young shared he was thrilled to be the new Chair of the FSCJ DBOT, and thanked his fellow Trustees for their vote of confidence. He noted he had big shoes to fill as there were two former Board Chairs seated to his left.

Chair Young thanked and recognized President Avendano, staff and faculty for their tremendous work of excellence, which is continuously being done in the community. Each and every member of the FSCJ team he has encountered, displays an unwavering commitment to the mission of the institution and displays excitement in putting their passions into action serving students.

Chair Young is truly excited about putting the vision and strategies into play as the College and Trustees collectively drive FSCJ to another year of resounding success.

REPORT OF TRUSTEES:

There were no reports provided by Trustees.

REPORT OF THE BOARD  
 FINANCE & AUDIT  
 COMMITTEE CHAIR:

FSCJ Finance & Audit Committee Chair McGehee provided the Board with an overview of the written report relating to the September 2023 quarterly meeting. (Appendix A)

The next meeting of the Finance & Audit Committee is scheduled for Tuesday, November 14, 2023.

REPORT OF THE BOARD  
 LIAISON, FSCJ  
 FOUNDATION BOARD OF  
 DIRECTORS:

FSCJ Foundation Board Liaison Dr. Andrew Shaw provided the Board with an overview of the written report relating to the FSCJ Foundation Board of Directors quarter-to-quarter Board meetings along with other committee meetings and activities. (Appendix B)

REPORT OF THE  
 ADMINISTRATIVE AND  
 PROFESSIONAL  
 COLLABORATIVE (APC):

Administrative and Professional Collaborative Chair Dr. Tara Haley provided the Board with a written report relating to current APC initiatives and activities. (Appendix C)

REPORT OF THE CAREER  
 EMPLOYEES' COUNCIL  
 (CEC):

Career Employees Council Chair Phillip Delacruz provided the Board with a written report relating to current CEC initiatives and activities. (Appendix D)

REPORT OF THE FACULTY  
 SENATE (Senate):

Faculty Senate President Dr. John Woodward addressed the Board and presented an overview of the written report relating to current Senate initiatives and activities. (Appendix E)

REPORT OF THE STUDENT  
GOVERNMENT  
ASSOCIATION (SGA):

Collegewide Student Government Association President Jazmyn Arce provided the Board with a written report relating to current SGA initiatives and activities. (Appendix F)

NEXT MEETING:

Chair Young announced the Board will meet on Tuesday, October 10, 2023, at the College's South Campus – Wilson Center for a Deep Dive Workshop. The workshop will convene at noon in the Lakeside Room.

The next regular meeting of the Board is scheduled for Tuesday, November 14, 2023.

ADJOURNMENT:

There being no further business, Chair Young declared the meeting adjourned at 1:50 p.m.

APPROVAL OF MINUTES:

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Chair, District Board of Trustees

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Executive Secretary, District Board of Trustees

Submitted by: Kimberli Sodek, Secretary to the Board



REPORT OF THE FINANCE & AUDIT COMMITTEE  
COMMITTEE CHAIR, TRUSTEE THOMAS MCGEHEE  
SEPTEMBER 12, 2023

Vice President of Finance and Administration Dr. Wanda Ford reviewed the Finance and Audit Committee charge and process. The committee's charge is to review and discuss with the College's administration issues with a financial impact on the College System. In addition, initiatives that have a *significant* impact on the College's finances may be referred to the Committee for review and discussion prior to consideration by the full Board.

College President John Avendano, Ph.D. led the discussion regarding the selection of the Committee Chair position for 2023-2024. I, Trustee Thomas McGehee was elected to serve as Chair and look forward to doing so for the coming fiscal year.

Vice President Ford provided an overview of the Spending Plan required by Florida Statute 1013.841. The total unallocated fund balance for FY 2022-23 was \$22.9 million which represents 14% of the operating funds available. The required carry-forward amount is 5%. A spending plan is required for the additional 9%. The College proposes to use the excess carryforward funds of \$14.9 million for completion of a renovation, repair, or maintenance project that is consistent with the provisions of Florida Statute 1013.64.

Vice President Ford and Controller Lindsey Thomas discussed the Operating and Capital Outlay Budget Amendments that are pending approval by the Board. The proposed change to the Operating Budget includes an increase of \$6.8M to the College's reserves. The additional reserve amount reflects the difference in the *anticipated* fund balance in May 2023 and the *actual* fund balance as of June 30, 2023. Of the \$6.8M, \$1.9M will be added to the current expense and equipment budget categories to cover 2022-23 committed but unexpended funds and the remaining \$4.8M will be placed in reserves.

The Capital Outlay Budget Amendment includes an additional \$5.5M in capital budget that resulted from the difference in the *anticipated* year end expenses in May 2023 and the *actual* expenses as of June 30, 2023.

Vice President Ford and Interim Chief Information Officer (CIO) Pete Snell provided an overview of the preliminary and tentative audit finding and recommendation from the Operational Audit. The preliminary finding is related to Information Technology User Access Privilege and resulted from the follow-up from the prior Operational Audit. CIO Snell discussed the plans for addressing the finding and the steps and timeline associated with implementing solutions.

FSCJ District Board of Trustees

Report of the Finance &amp; Audit Committee – Committee Chair, Trustee Thomas McGehee

September 12, 2023

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Chief Human Resource Officer Mark Lacey led the discussion of the 2024 Employee Benefits. FSCJ is one of 23 state colleges that are a part of the Florida College System Risk Management Consortium for health insurance. Every three years each college is re-rated for premium pricing based on the college's own claims experience. As a result of this year's review, the Consortium added a seventh plan as an option for 2024 which is the HMO Silver plan. Administration worked with the College's Employee Benefits Advisory Committee and will offer the same three plans in 2024 as 2023 – PPO Gold, HMO Gold, and High-Deductible Health Plan (HDHP) Silver. For 2024, the Consortium will see a 5.75% increase in premiums. However, the College recognizes the important role that health insurance benefits play in the retention and recruitment of faculty and staff and will cover the premium increase for all coverage tiers for the PPO Gold and the HMO Gold plans. The College will also make a \$750 contribution to the employee's Health Savings Account (HSA) for fiscal year 2024.

This concludes my report.



REPORT OF THE BOARD LIAISON, TRUSTEE DR. ANDREW SHAW  
SEPTEMBER 12, 2023

**1. FBOD 3rd Quarter Board Meeting - September 6:**

- The Foundation Board held its 3rd Quarter Board Meeting on Wednesday, September 6 in the College's Advanced Technology Center.
- The brief agenda included respective reports by President Dr. John Avendano and the Foundation's Executive Director, Mr. Cleve Warren.
- Dr. Avendano shared encouraging returns on average enrollments for the Summer and Fall Terms, and previewed plans for the "Empowered-Training Program" (providing job-ready training and short-term certifications in low-income neighborhoods), plans for the High School Plus Program (intended to improve the "College-Going Rate" for high school completers in the Duval and Nassau County areas, and plans for a Kids' College program to be launch next summer (providing an interactive program for middle and elementary school students).
- Mr. Warren shared with Members the dates for several upcoming events, to include:
  - Ribbon cutting for the Edwards Waters University "Tiger Food Pantry" and the FSCJ Mobile Food Pantry van, scheduled for Friday, September 15 at noon on the Edwards Waters University campus.
  - The Annual Power of Possible Scholarship Fundraiser. This year's luncheon vs a dinner will feature a panel discussion with local philanthropist and community leaders under the theme "Philanthropy, the Keeper of Possibilities." The event is scheduled for Thursday, October 19 at 11:30 in The River Club.
  - The Board's 4th Quarter and Annual Meeting will be held on Wednesday, December 6 at 11:30 in the Advanced Technology Center.
  - Members were reminded of the President's Annual Holiday Reception with District Trustees and Foundation Board Members. The event is scheduled for Monday, December 11. The location is to be determined.
  - Members were given notice of a contemplated strategic planning session in February 2024, or a possible joint planning session with the District Board of Trustees at its Annual Planning Meeting scheduled for Friday, January 26, 2024 in Amelia Island.

FSCJ Foundation

Report of the Board Liaison, Trustee Dr. Andrew Shaw

September 12, 2023

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## **2. Comprehensive Campaign Readiness:**

- Dr. Pierre Allaire, the College's Campaign Advisor, gave an update on the progress of the College and Foundation's Campaign Readiness activities:
  - Ms. Erin Phillips with Gonser Gerber is working her way to completion of confidential interviews with a list of 40-50 donors, prospects, and community stakeholders. She is expected to be done by the first week in October.
  - Once done, Ms. Phillips will present her findings soon thereafter at a likely "Special Meeting" of the Foundation Board.
  - Coincident with the work being done by Ms. Phillips, Dr. Allaire has been assisting with comprising a volunteer Campaign Leadership Committee, outlining an effective organizational structure for the Foundation, assisting with the talent search, and prescribing Board and executive team expectations.

## **3. Action Items:**

- The meeting agenda included one Action Item, which was to be the approval of the Foundation's 2023-2024 operating budget. Year-to-year highlights and variances were discussed with considerable detail; however, for lack of a "Quorum of Voting Members" approval of the budget was deferred to a "Special Meeting" of the Board on a date to be determined.

This concludes my report.



Date: September 12, 2023

To: Florida State College at Jacksonville District Board of Trustees

From: Dr. Tara Haley, Chair of the Administrative and Professional Collaborative, 2023-2024

Re: September 2023 Administrative and Professional Collaborative Report

Chair Young and Trustees:

I would first like to take the opportunity to congratulate the newly appointed District Board of Trustees Officers: Mr. O. Wayne Young - Chair, Dr. Jennifer D. Brown – Vice Chair for Duval County, and Mr. Roderick D. Odom – Vice Chair for Nassau County. I look forward to our communication throughout the year and thank you for your leadership and support.

The Administrative and Professional Collaborative (APC) is proud to share updates since our last report. Our first meeting for the 2023-2024 academic year was held on Thursday, August 3, in a hybrid meeting format at the Downtown Campus, A-1170. Dr. John Wall, Provost and Vice-President of Academic Affairs, joined our meeting to welcome the new APC officers and representatives and pledge his support of our ongoing efforts to serve as the collective voice for all administrative and professionals throughout the College. This meeting served as a great opportunity to reconnect with colleagues across campuses and centers and recharge our efforts to support FSCJ's Visionary Impact Plan 2.0.

Our goals for this academic year are focused on: connection, communication, and engagement. To enhance our connections with fellow administrative and professionals, we will be holding monthly APC meetings at various campus and center locations throughout the year with an open invitation for any administrative or professional to attend. We look forward to improving our communication efforts by creating a monthly newsletter highlighting the information shared during our meetings and professional development series. We will increase our engagement by expanding our events to include morning gatherings and family-friendly activities. We will also connect with our local partners to offer opportunities for our employees to experience all that our vibrant, rich Downtown and surrounding community has to offer.

The APC is ready for an amazing 2023-2024 academic year!

Respectfully,

A handwritten signature in black ink that reads "Tara Haley". The signature is written in a cursive, flowing style.

Dr. Tara Haley  
Dean of Education and Human Services/Downtown Campus Dean  
Administrative and Professional Collaborative Chair, 2023-2024



Date: September 12, 2023

To: Florida State College at Jacksonville District Board of Trustees

From: Phillip Delacruz, Career Employees' Council Chair, 2022-2023

Re: September 2023 Career Employees' Council Report

Chair Young and Trustees:

Following my prior report provided this past April, I thank you for this opportunity to share with you the most recent and numerous milestones achieved by the Career Employees' Council (CEC). In my report, as evident in the deliverables presented, I am pleased to share that the Council fulfills in its purpose as specified within [APM 02-1907](#). For the welfare of the Career Employees and College as a whole, such efforts embrace a range of topics involving Employment Enhancements, Operational Effectiveness, Fundraising/Professional Development, Employee Recognition, and Community Engagement.

#### Employment Enhancements

The Council has exhibited diligence and commitment in its ongoing efforts to advise on enhancing the employment experience of Career Staff:

1. On June 20, 2023, the Council met with Marc Boese, Executive Director of Training and Organizational Development, and Martina Perry, Assistant Director of Employee Relations and Engagement, to discuss the Stay Survey 2023. All in attendance displayed a healthy, collegial/shared responsibility, and professional discussion on how to improve employee retention at the College.
2. On June 22, 2023, the College President's Interest-based Problem-solving (IBPS) CARE Project Committee – a team comprised of members from the CEC, Administrative and Professional Collaborative, and the Executive Leadership Team – completed its work in reaching consensus on preferred options and forwarding its IBPS CARE Project Proposal. Within the proposal, per advisement duties of all parties involved, recommendations for solutions in regard to Career Employee-expressed concerns (gathered from December 2022 to June 2023) – involving job title, exempt/non-exempt classifications, compensation, and more – were comprehensively compiled and forwarded to our College President. CEC advocacy was provided by Max Sukalo, Kent Campus Representative, Cynthia Motzny, Council Secretary, Phillip Delacruz, Council Chair, and Matt Wetzels, Council Ex-Officio.

#### Operational Effectiveness

The Council's Board understands the value in supporting successful Talent and Acquisition as we know that successful new hires result in future College operational effectiveness and student success. With great respect to that value, Council Members delivered on the following:

1. On May 25, 2023, at the request by Lisa Moore, Chief Officer of Organizational Culture & Engagement/Chair of the Hiring Committee for the Vice President of Institutional Effectiveness and Advancement Position, Phillip Delacruz, Council Chair, served on the committee and advised on candidate determinations.



2. On July 6, 2023, at the request by Deborah Fontaine, Vice President of Institutional Effectiveness and Advancement/Chair of the Hiring Committee for the Quality Enhancement Plan Director Position, Phillip Delacruz, Council Chair, served on the committee and advised on candidate determinations.
3. On July 11, 2023, at the request by Darci Lanaghan, Director of Benefits and Human Resource Information Systems, dozens of valued Council Representatives volunteered to serve on the Sick Leave Pool Committee capacity. Brandy Williams, Administrative Offices Council Representative, was selected and committed to serve on the committee.
4. On June 12, 2023, at the request by Jerry Thor, Director of Athletics, Leola King, committed to serve as the Career representative on the Athletics Search Committee for the hiring of three Head Coach positions to lead our Softball, Volleyball, and Men's Basketball programs.
5. On July 18, 2023, at the request by Steven Gunter, Chair of the Professional Development Advisory Committee, Cynthia Motzny, Council Secretary, provided a list Career Employees – from the Maintenance/Trades Worker/Plant Services and Student Services areas – deemed willing and able to serve on the committee so to help the steering of professional development opportunities in benefit to Maintenance/Trades Worker/Plant Services and Student Services areas.
6. On August 14, 2023, at the request by Jill Johnson, Chief Communications Officer Information Services, and Jerry Thor, Director of Athletics, Phillip Delacruz, Council Chair, committed to serve on the Athletics' Rebrand Committee to advise on the development of potential symbolism of the Athletic Programs as aligned with the College's forward-facing brand identity.
7. On August 31, 2023, at the request by Deborah Fontaine, Vice President of Institutional Effectiveness and Advancement/Chair of the Hiring Committee for the Vice President of Institutional Advancement and Executive Director of Foundations, Phillip Delacruz, Council Chair, served on the committee and advised on candidate determinations.

Additionally, in support of bolstering the Council Representative's operations (advocacy, liaison, advisement efforts):

8. On July 18, 2023, the Council swore-in and welcomed new Council Representatives Christina Pope of South Campus and Frantz Damas of Deerwood Center.

### Fundraising and Professional Development

The Council displayed greater efforts and doubled on its results in its fundraising and Career Employee professional development contributions compared to last year:

1. On May 2, 2023, Stephanie Castro, South Campus Representative, and Tamera Meyers, CEC Treasurer, awarded 4 book scholarships to Career Employees Martha Henderson, Rebecca Nelson, Chiffon Guest, and Cora Suarez.
2. On May 11, 2023, the Council delivered its annual Commencement Rose Sale, which yielded \$1,545 in sales. Council Members Kaelin Guerrero, Jermaine Lazenberry, Erick Mack, Kyntessa Rollerson, Jennifer Sanchez; Council Board Officers Vanessa Gordon, Cynthia Motzny, Tamera Myers, Phillip Delacruz, and Ex-Officio Matt Wetzel displayed high spirits, volunteerism, collegiality, and comradery

at the event. This team came together, stepping outside of their daily duties, to produce a memorable and energizing experience to celebrate our students' success at Commencement. This event's proceeds (in addition to the CEC Poinsettia Sale of December 2022) were then planned to support Career Employee Professional Development via Book Award Scholarship funding.

3. On July 11, 2023, Stephanie Castro, South Campus Representative, and Tamera Meyers, CEC Treasurer, awarded 4 additional book scholarships to Career Employees Ahkiah Allah, Juliette Patterson, Brett Summers, Alexis Taylor. This summer's awarding was an increase of 5 over last year's award funding.

### Employee Recognition

The Council significantly enhanced its current capacity to promote Career Employee recognition:

1. On June 13, 2023, Vanessa Gordon, CEC Publicity Coordinator, partnered with Amanda Burgess, Assistant Director of Communication Information Services, to deliver this year's signature Employee Recognition project with the goal to express how valued and respected Career Employees of FSCJ are through recognition in the Collegewide monthly newsletter, the "BlueWave." 15.24 percent of Career Employees were classified as part-time or adjunct, and 20.37 percent of full-time responders on the Stay Survey of 2022 noted that changing recognition would make their jobs at FSCJ more satisfying.

This recognition, and community-building, initiative highlights CEC members nominated or selected by their peers to showcase their contributions to FSCJ. The hope is to include the achievements of Career Employees who are doing good things at the College and in their community and pursuing their goals to show employees that people are watching and that they enjoy and value their contributions to FSCJ.

Currently, the Publicity Committee has completed five CEC Member spotlights.

### Community Engagement

The Council continues to contribute to the growth of College resources available to Career Employees as they pertain to "belonging" and "health/wellness":

1. On May 10, 2023, Vanessa Gordon, Publicity Coordinator, partnered with Amanda Burgess, Assistant Director of Communication Information Services, to develop apparel and promotional items for volunteers and Council representation at Commencement 2023 and future CEC Events. The aim is to attract and grow awareness of the many resources available for the welfare of Career Employees.
2. On August 18, 2023, Council Members Dora Cress, Michael Goddard, Alec Spicer, James Spies, Matt Wetzell, Council Ex-Officio, and Phillip Delacruz, Council Chair, partnered with Kerry Roth, Past-Chair of the APC and the Human Resource's Health and Wellness Committee to develop and deliver the FSCJ Employee Recreational Sports employee resource. A boost in community engagement was observed to be evident throughout the summer semester of 2023 – with upwards of 10 employees per each day regularly engaging in basketball and pickleball.

In summation, The Council is committed to the Mission, Vision, and Values of FSCJ. It is fully committed to ensuring that students have a positive and successful student experience. We look forward to continued collaboration as we continue to make FSCJ a great place for our students to achieve their educational goals and for our current and future employees to achieve their professional goals.



On behalf of the Career Employees, we express our appreciation to the District Board of Trustees for your time, effort, and support that you bring to the College community.

Respectfully,

Phillip Delacruz, MFA  
Career Employees' Council Chair, 2022-2023  
Florida State College at Jacksonville  
904-646-2178 / [phillip.delacruz@fscj.edu](mailto:phillip.delacruz@fscj.edu)



Date: September 12, 2023

To: Florida State College at Jacksonville District Board of Trustees

From: John A. Woodward, PhD

Re: September 2023 Faculty Senate Report

Chair Young and Fellow Trustees:

The faculty are invigorated by the upturn in enrollment. I think it is important to congratulate and thank all of those who have helped turn our enrollment crisis around. The faculty, too, have had a direct positive impact on retention, which has helped our enrollment grow. More importantly, retention is a marker of the success of our general education programs as well as the desire students have to learn and be successful. I think I have mentioned this in my past letters: we cannot teach students who are not there. We faculty are excited to have the opportunity to reach more students and hopefully to change their lives in positive ways. That is why we have chosen this profession. I also think that our emphasis last year on increasing the presence of the faculty member in our online courses, putting a human face to the instruction and content, has helped with retention and helped our students in online courses feel more connected to the content and to the College. The idea of connecting our students to the College has been a theme in our Senate committees such as the Student-Faculty Engagement Committee and the FSCJ Online Advisory Committee since last year, and I hope this is now bearing fruit.

In even more positive news, the data from the CCSSE suggests we are also having a positive impact on our students' perceptions of their experience at the College. The faculty senate has been most interested in the data about the students' perceptions of their interactions with faculty and academics outside of the classroom. CCSSE data from the past 10 years or so suggested a decline in students' perceptions about the amount of interactions with faculty outside of the classroom and the quality of those interactions. This last year, however, we exceeded the benchmark for the first time since 2013. And while there are still plenty of areas to grow, we were better than other colleges in the CCSSE cohort in areas such as advising, students' preparation outside of class, and asking students to make judgements about the values or soundness of information. As we increase our academic events this semester and next, I am hopeful that we can continue to increase these numbers and, more importantly, increase our College's esteem in the eyes of our students. Senate is encouraging faculty to create, promote, and attend academically oriented events at each campus. Some of these, such as the "Real Talks" promoted by Kerry Roth have proven to be very popular with students and faculty. These talks approach topics such as the artificial intelligence, online education, and even the relationship between Christian narratives and Christian practice. Importantly, these are discussions between students with the guiding voice of the faculty member or presenter. They are not closed-ended lectures, but open-ended discussions. They demonstrate the importance of open and honest dialogue, something which any college must actively promote. We look forward to many more opportunities to engage our students in these conversations throughout this semester.

September 2023 Faculty Senate Report

September 12, 2023

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We are the community's College, and our connections to the community go beyond our enrollment. The arts is a place that demonstrates this. Our dance, and music, and theater programs are vibrant and engage the community at large. I think our next step will be for our academics to engage the community in a similar way. We have so many professional educators and intellectuals at the College whose knowledge can serve as the basis of open lectures for anyone in the community. The Senate will work hard to promote these conversations.

Of course the most important thing on everyone's mind, outside of teaching, is the SACSCOC visit this Fall. I think we will find great success. Our QEP is a perfect example of a long-term project many faculty and many committees have been engaged with for years. It shows the maturation of our processes and focus that we persist in developing ideas for online education and perfecting our educational praxis. Several faculty committees and Senate have worked to address "achievement gaps" in our online education. I think in many ways this is a capstone project to those endeavors and I look forward to seeing how the QEP will change how we go about teaching our online students.

That said, personally I am made most happy seeing all of the smiling faces in the face-to-face environment. Our conversations and collective educational journey is what makes it all worthwhile. I look forward to seeing our dynamic campus atmospheres return after the long COVID winter. And thanks to the work of everyone at the College, I think we are finally emerging from that long dark teatime of the soul (with apologies to Douglas Adams).

That concludes my report to the Board.

Respectfully,



John Arrington Woodward, PhD  
Professor of Humanities and Film Studies  
Faculty Senate President  
C2326B, DWC  
Florida State College at Jacksonville  
john.a.woodward@fscj.edu  
904-997-2703



Date: September 12, 2023

To: Florida State College at Jacksonville District Board of Trustees

From: Florida State College at Jacksonville Student Government Association Executive Board

Re: September 2023 Student Government Association Report

Chair Young and Trustees:

The Student Government Association (SGA) is the voice of the student body at Florida State College at Jacksonville (FSCJ). Please see the following updates and accomplishments for the period between August 2023 and September 2023. All of the Student Life and Leadership events held are led by students, for all students.

Since the last report, the SGA has accomplished the following:

- From August 28 – August 31, we kicked off our Fall Semester with Welcome Week. Where our SGA members provided students with morning snacks and beverages and helped students find their classes.
- On September 5 and 6, Deerwood Center and Kent Campus respectively hosted their Club Rush, which provided students with information on the many different clubs offered and how to join. Representatives from non-profit agencies and student clubs were present to talk about their missions, volunteer positions, and resources.
- On September 6, Nassau Center as well as North Campus held their Student Mixer. Where our SGA members met with fellow students to answer questions or provide information. Music, games, and refreshments were provided.
- On September 7, Cecil Center had their own Student Mixer. Where our SGA members met with fellow students to answer questions or provide information. Music, games, and refreshments were provided.
- On September 7, FSCJ held an all-campus Madden 24 Tournament. This event united students and campuses together for some friendly competition.
- On September 11, Kent Campus began their Caffeine Kickoff which will continue every Monday of the Fall Semester. This event creates an environment for students to be able to engage with other students while providing snacks to start their morning in a positive way.
- On September 12, Kent Campus begins their Billiards Tournament which will be held every Tuesday of the Fall Semester. This event unites students together for some friendly competition.
- On September 12, South Campus will have had their Student Mixer. Where our SGA members met with fellow students to answer questions or provide information. Music, games, and refreshments were provided.
- On September 12, Deerwood Center begins their Coffee Station which will continue every Tuesday for the rest of the Fall Semester. This event creates an environment for students to be able to engage with other students while providing snacks to start their morning in a positive way.
- On September 13, North Campus will hold their Club Rush, which provides students with information on the many different clubs offered and how to join. Representatives from non-profit agencies and student clubs were present to talk about their missions, volunteer positions, and resources.
- On September 14, Downtown Campus followed by September 18 for all campuses will hold their Constitution Day Trivia. Students will be able to test their knowledge of the US Constitution by participating in Kahoot! Trivia and win prizes.
- During the dates of September 27 and 28, multiple campuses will be celebrating Hispanic Heritage Month. Students will be able to understand and learn about Hispanic culture. Games and refreshments will be provided.
- From October 23-26, FSCJ will be hosting Spirit Week. This event will allow students to know about our athletics achievements and games.

September 2023 Student Government Association Report

September 12, 2023

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On behalf of the student body, we extend our deepest gratitude to the District Board of Trustees and College President Dr. John Avendano for continuing to provide the SGA the opportunity to share updates and accomplishments of our students. Thank you for your time and all that you do for the students of FSCJ.

Sincerely,

Jazmyn L Arce R.T.(R)

FSCJ Collegewide Student Government Association President

**Florida State College at Jacksonville**  
**District Board of Trustees**  
**Minutes of the October 10, 2023, Deep Dive Workshop**  
**South Campus – Wilson Center, Lakeside Room, Noon**

PRESENT:

O. Wayne Young, Chair  
 Jennifer D. Brown, Vice Chair, Duval County  
 Roderick D. Odom, Vice Chair, Nassau County  
 Michael M. Bell  
 Thomas R. McGehee, Jr.  
 Andrew B. Shaw

ABSENT:

None

CALL TO ORDER:

Chair Wayne Young called the meeting to order at 12:00 p.m. and welcomed those in attendance.

WELCOME/  
INTRODUCTIONS:

College President John Avendano, Ph.D. welcomed all those in attendance, noting that today's agenda was centered on three topics. He introduced Vice President of Strategic and Institutional Effectiveness Dr. Deb Fontaine, who will provide Trustees with information pertaining to the 2021-24 Visionary Impact Plan 2.0 – Year 2 Update. He introduced Provost/Vice President of Academic Affairs Dr. John Wall, and stated he and other staff members will present the Board with an overview of the College's Fire Academy of the South. He introduced Director of Government and Community Relations Taylor Mejia, who will share the final topic, "Legislative Priorities" relating to FSCJ Fire Academy of the South.

Prior to presenting the workshop topics, President Avendano noted the Trustees had at their place two items of interest. One item was the Jacksonville Jaguars 2023 Yearbook, where on page 39 is an advertisement on behalf of FSCJ. The second item was the Armor Gallery Catalog.

Director of Programming and Operations of the FSCJ Nathan H. Wilson Center for the Arts Lynn Lewis provided the Board with information pertaining to the FSCJ South Gallery Fall 2023 Exhibit, Armor: Louise Freshman Brown, noting the current exhibit runs through October 20. She invited Trustees to visit the South Gallery and see the show prior to it traveling to another academic institution.

INFORMATION/  
DISCUSSION:

A. 2021-24 Visionary Impact Plan 2.0 (VIP 2.0) – Year 2 Update:

Vice President of Strategic and Institutional Effectiveness Dr. Deb Fontaine provided the Board with an overview of the 2021-24 VIP 2.0 – Year 2 Update. The overview included information pertaining to the following:

- Review Year 2 Accomplishments.
- Review Key Performance Indicator (KPI) Progress.
- Year 3 and Beyond.
- Details of Strategies.
- Advising Touch Points.
- Recruitment: Connecting with Potential Students.
- Communication and Targeted Outreach.
- Dual Enrollment.
- Military Affairs and Veterans Services.
- Teaching and Learning Micro-Credentialing.
- Teaching and Learning Participants.
- Teaching and Learning Total Courses Offered and Completions.
- Succession Planning.
- KPI: Enrollment.
- KPI: Persistence.
- KPI: Graduation Rates.
- KPIs: Completion of Gateway Courses and Credits Attempted vs. Credits Completed.
- KPI: High School Yield.
- On the Horizon.

There was discussion by Trustees regarding the number of high schools in the College's service area, academic advisors vs. academic counselors, construct of academics at military bases/educational facilities at Naval Air Station (NAS) Jacksonville and Naval Station Mayport, micro-credentialing course content, micro-credentialing elements and expectations, institution-wide recognition/spotlight/internal intranet, High School yield and matriculation rate.

President Avendano took a moment to remind Trustees of the upcoming Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Reaffirmation Site Visit at FSCJ on October 23-26, 2023. He thanked the Trustees who were planning on meeting with the SACSCOC Team on Wednesday, October 25 at the College's South Campus.

B. FSCJ Fire Academy of the South:

Provost/Vice President of Academic Affairs Dr. John Wall and Associate Vice President of Workforce Development and Entrepreneurship Dr. Cedrick Gibson and Director of FSCJ Fire Academy of the South Jason Carpenter provided the Board with an overview of the Fire Academy of the South. The overview included information pertaining to the following:



- Academy Staff.
- History of the Fire Academy.
- Fire Academy Programs.
- Career Certificate (C.C.) Fire Fighter I/II.
- Continuing Workforce Education (CWE) Emergency Medical Technician (EMT).
- CWE Aircraft Rescue and Firefighting (ARFF).
- CWE Marine Firefighting.
- CWE Industrial Fire Brigade.
- CWE Liquefied Natural Gas.
- CWE Jacksonville Fire and Rescue Training.
- Jacksonville Fire and Rescue Training Academy Courses.
- Fiscal Year Student Numbers and Revenue.

There was discussion by Trustees regarding program placement rates, program certifications, state exam, program criteria and standards, ARFF training for Caribbean workers, EMT dual enrollment students, bid restrictions, net revenue, public safety and workforce needs.

C. FSCJ Fire Academy of the South Legislative Priorities:

Director of Government and Community Relations Taylor Mejia provided the Board with an overview of FSCJ Fire Academy of the South Legislative Priorities. The overview included information pertaining to the following:

- Public Service Facilities (State Level Request):
  - Fire Training Academy of the South (Including Burn Building).
  - EMS Facility at South Campus.
  - Public Safety Facilities at South Campus.
  - Criminal Justice Center at North Campus.
- Burn Building (Local Level Request).
- FSCJ Legislative Priority Projects 2024:
  - Nursing Lab at North Campus.
  - Public Service Facilities.
- FSCJ Fire Academy of the South Burn Building (White Paper).

There was discussion by Trustees regarding prior funding requests, additional training funds, letter of support (Local), construction of new Class "A" Burn Building, site remediation and PFAS Remediation Grant funding.



District Board of Trustees  
 Minutes of the October 10, 2023, Deep Dive Workshop  
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President Avendano thanked everyone for their involvement in today's workshop and in-depth discussion of the topics.

TOUR OF FSCJ SOUTH  
 CAMPUS:

Chair Young announced that following today's meeting Trustees would be provided with a guided tour of the College's South Campus, to include the Fire Academy of the South. He asked Trustees to remain if they were available to attend the tour.

ADJOURNMENT:

There being no further business, Chair Young declared the workshop adjourned at 1:57 p.m.

TOUR OF FSCJ SOUTH  
 CAMPUS:

Associate Vice President of Workforce Development and Entrepreneurship Dr. Cedrick Gibson, Director of FSCJ Fire Academy of the South Jason Carpenter and Program Manager of FSCJ Fire Academy of the South Alicia Wiggins-Jones led the tour of the Fire Academy and EMS Facility at South Campus. President Avendano and Trustees Bell, McGehee and Odom were in attendance. There were no decisions made while the tour was conducted. The tour convened from 2:06 – 2:56 p.m.

APPROVAL OF MINUTES:

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Chair, District Board of Trustees

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Executive Secretary, District Board of Trustees

Submitted by: Kimberli Sodek, Secretary to the Board

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 1.**

<b>Subject:</b>	Administration: Board Rules – Non-Substantive Changes and Review
<b>Meeting Date:</b>	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the non-substantive revisions to the Rules of the Board of Trustees as attached and listed below.


6Hx7-9.1 – Curriculum

6Hx7-9.6 – Lecturers and Speakers

**BACKGROUND:** Florida Statute 120.74 states that each agency shall review and revise its rules as often as necessary to ensure that its rules are correct and comply with statutory requirements. The College administration is committed to reviewing and updating the Rules of the Board of Trustees to properly reflect the organizational structure as well as to reflect applicable Florida Statutes and State Board of Education rules. As part of this review, non-substantive changes are being brought to the Board's attention as consent items. Non-substantive changes primarily pertain to technical revisions such as changes to position titles, words, definitions, grammar corrections, obsolete language and changes to supporting state or federal statutes and/or rules.

**RATIONALE:** The changes required to Florida State College at Jacksonville Rules of the Board of Trustees referenced above are ministerial in nature and non-substantive, and are supported by current College procedures.

**FISCAL NOTES:** There is no economic impact as a result of this action.

	<b>RULES OF THE BOARD OF TRUSTEES</b>		
	<b>NUMBER</b>	<b>TITLE</b>	<b>PAGE</b>
	6Hx7-9.1	Curriculum	9-1

- (1) Pursuant to State Board of Education rules, the District Board of Trustees (DBOT) shall approve the programs of instruction developed and offered to meet the workforce and educational needs of the College's service area prior to their implementation.
  - A. DBOT approval of programs shall be based upon the results of a needs analysis, the consistency of the offering with the purpose, mission, and goals of the College, and the recommendation of the College President.
- (2) The College President shall establish procedures and processes for the continuing review and evaluation of existing instructional programs and for the development, modification, inactivation and approval of instructional courses.
  - A. The College President shall, based upon program review, make recommendations to the DBOT on programs that should be inactivated.
  - B. The College President shall, based upon program review, make recommendations regarding significant modifications or changes to programs, as originally approved by the DBOT, for DBOT approval of the particular modifications or changes.
- (3) All DBOT approved programs shall be maintained in the College's official curricular files.
- (4) All courses approved by the College President shall be maintained in the College's official curricular files.
- (5) The College President shall establish procedures for the implementation of this Rule.

(General Authority: F.S. 1001.64, 1001.65, 1004.65, 1007.33, SBE Rule 6A-14.060, 6A-14.095)

(Adopted 02/13/80, Revised 06/23/80, 06/20/84, 01/16/85, 5/27/93, 04/06/99, 03/10/15, Formerly 8.1)  
 (Reviewed 09/11/18, 11/14/23)



### RULES OF THE BOARD OF TRUSTEES

NUMBER	TITLE	PAGE
6Hx7-9.6	Lecturers and Speakers	9-8

- (1) The College President shall develop, or cause to be developed, procedures and requirements for the utilization of outside speakers or lecturers who appear at the College in classroom and non-classroom activities.
  
- (2) Any individual, invited or uninvited, who disrupts the orderly operation of the educational institution, including the restriction of ~~and prohibits~~ the free movement of students, employees, or visitors to the College who are on legitimate business at the College, shall be subject to the provisions of Board Rules, and may be subject to prosecution pursuant to applicable state laws and local ordinances.

(General Authority: F.S. 1001.64, 1001.65 ~~SBE Rule 6A-14.0261~~)

(Adopted 07/01/72, Revised 06/23/80, 06/09/15, 11/14/23, Formerly 7.2)

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 2.**

<b>Subject:</b>	<b>Purchasing: Annual Contract Extensions</b>
<b>Meeting Date:</b>	<b>November 14, 2023</b>

**RECOMMENDATION:** It is recommended that the District Board of Trustees authorize College administration to extend the following annual contracts.

	Bid #/ File #	Title	Supplier	Extension Period		Year # of #	Estimated or Not-to- Exceed Value	Annual Change in Price
				From:	To:			
1.	2020C-07C	HVAC and Chiller Maintenance and Warranty Services – SC & DWC (Chillers Lots 1, 3 & 6)	Chiller Medic, Inc.	12/01/2023	11/30/2024	4 of 5	\$325,000	0%
2.	2020C-07T	HVAC and Chiller Maintenance and Warranty Services – SC, DWC & ATC (AHUs Lots 2, 4, 5 & 6)	Thermodyne Services, Inc.	12/01/2023	11/30/2024	4 of 5	\$325,000	0%
3.	2020C-08K	Electrical Delivery Order Contracting Services	Kim's Electric, Inc.	02/01/2024	01/31/2025	4 of 5	\$500,000	0%
4.	2020C-08T	Electrical Delivery Order Contracting Services	The Titan Electric Group, Inc.	02/01/2024	01/31/2025	4 of 5	\$500,000	0%
5.	2020C-08V	Electrical Delivery Order Contracting Services	Vanguard Electrical Contractors, Inc.	02/01/2024	01/31/2025	4 of 5	\$500,000	3%
6.	2020C-08W	Electrical Delivery Order Contracting Services	Watson Construction Group, Inc.	02/01/2024	01/31/2025	4 of 5	\$500,000	0%

Subject: Purchasing: Annual Contract Extensions  
(Continued)

**BACKGROUND:** The College solicits annual indefinite quantity contracts for various services and products used Collegewide. These contract renewals are negotiated annually for optional extension terms. Each contract requires review to confirm satisfactory performance, terms, conditions and competitive renewal rates.

**RATIONALE:** Pursuant to State Board of Education Rule 6A-14.0734 annual indefinite quantity contracts minimize purchase costs through collective volume buying.

**FISCAL NOTES:** The total amount of services provided using these contracts is comprehended in the College's operating or capital budgets.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 3.**

Subject:	Purchasing: Construction Services – Pre-Qualification of General Contractor Renewal
Meeting Date:	November 14, 2023

RECOMMENDATION: It is recommended that the District Board of Trustees authorize College administration to renew pre-qualification of the following 25 construction general contractors for the period of January 1, 2024 through December 31, 2024 in accordance with Florida Statute 1013.46(2) and State Requirements for Educational Facilities (SREF), Chapter 4(4.1), and College Board Rule 6Hx-7-8.8 “Design and Construction Delivery”:

Company Name	A* Maximum Dollar Value per Project	B** Maximum Dollar Value Under Contract at Any One Time
A <sup>2</sup> Group, Inc.	\$14.7M	\$30.0M
ABBA Construction, Inc.	\$12.7M	\$12.7M
ACON Construction Co., Inc.	\$5.3M	\$5.3M
Allstate Construction, Inc.	\$83.3M	\$83.3M
Auld & White Constructors, LLC	\$0.1M	\$0.1M
C. C. Borden Construction, Inc.	\$12.9M	\$12.9M
CGC, Inc.	\$6.2M	\$41.6M
Charles Perry Partners, Inc.	\$74.1M	\$74.1M
D.E. Scorpio Corp.	\$43.0M	\$43.0M
Danis Construction, LLC	\$3.7M	\$3.7M
E. Vaughan Rivers, Inc.	\$20.0M	\$26.7M
Elkins Construction, LLC	\$26.6M	\$26.6M
KBT Contracting Corp.	\$4.6M	\$4.6M
LEGO Construction Company	\$18.1M	\$26.1M
Marand Builders, Inc.	\$12.6M	\$49.3M
Perry-McCall Construction, Inc.	\$74.6M	\$130.2M
Sauer Construction, LLC	\$79.6M	\$386.1M
Scherer Construction of North Florida, LLC	\$38.0M	\$38.0M
Stellar Group, Incorporated	\$100.0M	\$200.0M
The Haskell Company	\$250.0M	\$355.8M
Thomas May Construction Company	\$11.0M	\$11.0M
Tim Young Construction, Inc.	\$2.5M	\$2.5M
Warden Construction Corporation	\$11.2M	\$11.2M
Waypoint Contracting, Inc.	\$6.0M	\$12.6M
Whitesell-Green, Inc.	\$50.0M	\$79.2M

Subject: Purchasing: Construction Services – Pre-Qualification of General Contractor Renewal 202400181  
(Continued)

\*Column A: Maximum dollar value per project is defined in SREF Chapter 4, Section 4.1(3) as the maximum value of each project can be up to twice the value of the largest project previously completed, but shall not exceed the contractor's single bonding capacity or ten (10) times the contractor's net quick asset dollar amount.

\*\*Column B: Maximum dollar value under contract at any one time is defined in SREF Chapter 4, Section 4.1(2) as the total dollar value of work the contractor will be permitted to have under contract at any one time as determined by the contractor's aggregate bonding capacity or ten (10) times the contractor's net quick asset dollar amount.

**BACKGROUND:** Pursuant to State Department of Education SREF Rule and District Board of Trustees Board Rule 6Hx7-8.8, "Design and Construction Delivery," the College is required to annually pre-qualify construction contractors.

26 firms responded to the College's request for qualifications (RFQ) for pre-qualification renewals. Pursuant to SREF Chapter 4(4.1) and College Board Rule 6Hx7-8.8(3), the RFQ included an evaluation of construction contractor's professional qualifications, financial and bonding capacity, performance, and past experience. The evaluation committee reviewed the submissions and recommend pre-qualification of the above 25 firms. The evaluation committee recommends not approving AKEA, Inc. for failing to meet the financial requirements as set forth in SREF Chapter 4, Section 4.1.

**RATIONALE:** Pre-qualification of construction contractors ensures that the qualifications of construction firms bidding meet or exceed State Statutes, SREF requirements, and College Board Rule.

**FISCAL NOTES:** There is no fiscal impact to the College as a result of this action.



**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 4.**

<b>Subject:</b>	Purchasing: Construction Services – Pre-Qualification of New General Contractors
<b>Meeting Date:</b>	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees authorize College administration to prequalify the following five new construction general contractors for the period of January 1, 2024, through December 31, 2024, in accordance with Florida Statute 1013.46(2) and State Requirements for Educational Facilities (SREF), Chapter 4(4.1), and College Board Rule 6Hx-7-8.8 “Design and Construction Delivery”:

Company Name	A* Maximum Dollar Value per Project	B** Maximum Dollar Value Under Contract at Any One Time
Pars Construction Services, LLC	\$12.8M	\$12.8M
ShayCore, LLC	\$3.3M	\$3.3M
WELBRO Building Corporation	\$47.5M	\$47.5M
Wharton-Smith, Inc.	\$250.0M	\$418.2M
The Whiting-Turner Contracting Company	\$500.0M	\$4.0B

\*Column A: Maximum dollar value per project is defined in SREF Chapter 4, Section 4.1(3) as the maximum value of each project can be up to twice the value of the largest project previously completed but shall not exceed the contractor’s single bonding capacity or ten (10) times the contractor’s net quick asset dollar amount.

\*\*Column B: Maximum dollar value under contract at any one time is defined in SREF Chapter 4, Section 4.1(2) as the total dollar value of work the contractor will be permitted to have under contract at any one time as determined by the contractor’s aggregate bonding capacity or ten (10) times the contractor’s net quick asset dollar amount.

**BACKGROUND:** Pursuant to State Department of Education SREF Rule and District Board of Trustees Board Rule 6Hx7-8.8, “Design and Construction Delivery,” the College is required to annually pre-qualify construction contractors.

Five firms responded to the College’s request for qualifications (RFQ) for new pre-qualification. Pursuant to SREF Chapter 4(4.1) and College Board Rule 6Hx7-8.8(3), the RFQ included an evaluation of construction contractor’s professional qualifications, financial and bonding capacity, performance, and past experience. The evaluation committee reviewed the submissions and recommend pre-qualification of the above five firms.

**RATIONALE:** Pre-qualification of construction contractors ensures that the qualifications of construction firms bidding meet or exceed State Statutes, SREF requirements, and College Board Rule.

**FISCAL NOTES:** There is no fiscal impact to the College as a result of this action.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 5.**

<b>Subject:</b>	Purchasing: Cyberbit Cyber Range Platform
<b>Meeting Date:</b>	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees authorize College administration to enter into a satisfactory purchase agreement with Cyberbit, Inc. to provide Florida State College at Jacksonville's (FSCJ) FinTech Academy a new financial technology, with a hands-on cyber range, skill development and learning platform. This platform enables colleges, universities and K-12 institutions to run experiential cyber security programs that create workforce-ready graduates. The anticipated projected cost over the initial 2-year period for the platform is \$700,000.

**BACKGROUND:** Over the last few years, the cyber talent landscape has transformed. The need for experienced talent has spiked, however, organizations are expecting, and prioritizing, candidates with hands on experience. Higher education institutions and high schools have realized that they must change their approach to cyber security education and provide programs that align with industry needs. There are over 750,000 open positions in cyber security in the US, out of which over 34,377 are in Florida alone. Demand for cybersecurity jobs increased by 43% in the last 12 months, compared to a nearly 18% increase across the entire employment market.

**RATIONALE:** The Cyberbit Cyber Range Platform will provide FSCJ FinTech students with realistic, hands-on learning experiences that mirror the scenarios they will encounter as cyber security professionals. For the first time students can use the security tools they will be using on the job, confront real-world malware, experience Ransomware and supply chain attacks, and develop essential skills like critical thinking, problem solving and teamwork. Students who learn on the Cyberbit platform are twice as likely to be hired and promoted on their first year after graduation.

**SCOPE OF WORK:** This purchase complies with FSCJ APM 05-0302 and State Board of Education Rule 6A-14.0734 which provides for exceptions to the requirement to solicit competitive offers which comprises of: (e) Services or commodities available only from a single or sole source.

Furthermore, as this acquisition is being funded by federal appropriations, awarded to the College by the Florida Department of Economic Opportunity (DEO), this purchase complies with the sole source method of procurement as defined in Code of Federal Regulations 2 CFR Part II 200.320(f) Federal Methods of Procurement, Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source.

**FISCAL NOTES:** This platform is estimated to not exceed \$700,000 in total, which is comprehended in the College's FinTech Grant operating budget.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. CA – 6.**

Subject:	Purchasing: Vehicle Fleet Lease Master Agreement
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees authorize College administration to negotiate and enter into a satisfactory open-ended Master Fleet Lease Agreement with Enterprise Fleet Management (EFM) to provide for the leasing and maintenance of multiple vehicles to be used Collegewide to replace an FSCJ's current aged vehicle fleet. Individual vehicle leases will not exceed a term of five (5) years beginning December 1, 2023. The anticipated projected cost over the initial 5-year period for 30 vehicles for leasing is \$1,350,525.

**BACKGROUND:**

**Current fleet age is negatively impacting the overall budget and fleet operations:**

- 80% of the fleet is currently over 10 years of age.
- 48% of vehicles are at 15+ years old.
- 14 years is the average age of the fleet.
- 25 years is the time it would take to cycle the entire fleet at current acquisition rates.
- 10 vehicles have been downsized over last 4 years (from 63 vehicles in fleet to 53).
- Older vehicles have higher fuel/maintenance costs, have increased downtime, loss of productivity, and unreliability.
- Many vehicles represent FSCJ in an extremely poor visual representation (old chipped and dull paint as well as excessive rust).

**RATIONALE:**

**Leasing will:**

- Shorten the current vehicle cycle from 25 years to 2.37 years.
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.
- Proposed maintenance cost at \$29.69 per vehicle per month which will be a fixed cost on new vehicles with EFM.
- Anticipated 20% reduction of fuel expense through Federal Cafe Standards by utilizing newer fuel-efficient vehicles.
- Increase Employee Safety with newer vehicles (ABS, Airbags, and Electronic Stability Control (ESC)).

**SCOPE OF WORK:** This purchase conforms to State Board of Education Rule 6A-14.0734, which provides for exceptions to the requirement to solicit competitive offers which comprises of: (c) Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives. This Master Lease Agreement

Subject: Purchasing: Vehicle Fleet Lease Master Agreement  
(Continued)

with Enterprise Fleet Management utilizes their publicly bid contract with Sourcewell Cooperative. Sourcewell provides publicly bid contracts serving government, educational institutions and nonprofit organizations.

FISCAL NOTES: These leases are estimated to not exceed \$1,350,525 in total, which is comprehended in the College's operating or capital budgets.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 1.**

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the Consent Agenda as presented, with the exception of:

Item \_\_\_\_, Title \_\_\_\_\_, page(s) \_\_\_\_\_

Item \_\_\_\_, Title \_\_\_\_\_, page(s) \_\_\_\_\_

Item \_\_\_\_, Title \_\_\_\_\_, page(s) \_\_\_\_\_

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Item \_\_\_\_, Title \_\_\_\_\_, page(s) \_\_\_\_\_

Item \_\_\_\_, Title \_\_\_\_\_, page(s) \_\_\_\_\_

The item(s) above has been removed from the Consent Agenda for individual consideration.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 2.**

<b>Subject:</b>	Administrative Procedure Act – Board Rules, Section 11 – Student Support Services
<b>Meeting Date:</b>	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the attached revisions to the following Board Rule under Section 11 – Student Support Services, effective with this action.

**6Hx7-11.1 – Student’s Rights and Responsibilities**

**BACKGROUND:** The College periodically reviews Board Rules and administrative procedures for currency, accuracy, and to ensure compliance with state and federal law, as applicable. Proposed revisions to a Board Rule or an administrative procedures (APM) are reviewed through the shared governance process after Executive Leadership Team has reviewed and approved unless the proposed changes are non-substantive.

- Edits to Board Rule 6Hx7-11.1 – Recommends modifications to the Rule to reflect statutory compliance.

**RATIONALE:** Approval of this item brings the Rule up to date with Florida Statutes and State Board of Education Rules as depicted within and current College business practices.


**FISCAL NOTES:** There is no economic impact as a result of these revisions.



## RULES OF THE BOARD OF TRUSTEES


NUMBER	TITLE	PAGE
6Hx7-11.1	Student's Rights and Responsibilities	11-1

- (1) Florida State College at Jacksonville (College) is dedicated to maintaining an environment which fosters student success. The College endeavors to protect the rights of students and also expects all students to act responsibly.
- (2) The College President is responsible for the maintenance of the orderly function of the College and shall establish necessary guidelines and regulations governing student conduct. The College President shall take appropriate action as deemed necessary to foster a positive college environment.
- (3) Attendance at the College is a privilege, and in order to maintain the College ideals of scholarship, character, and personality, the right is reserved by the College to establish rules and policies and procedures to foster these ideals and protect the interest of the College. All students, including those studying abroad, are subject to federal and state laws, respective county and municipal ordinances, and all rules, policies and procedures of the College.
- (4) Violations of published laws, ordinances, rules, policies and procedures may subject the violator to appropriate disciplinary action by College authorities.
- (5) Crime statistics, including reports of sexual assault, domestic violence, dating violence and stalking, graduation rates of athletes, and other information required by accreditation agencies and by law to be published will be made available to all students.
- (6) The College President will establish policies and procedures to implement prevention and awareness programs for students and employees that promote awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault and stalking as provided by law.
- (7) Disciplinary action, unless otherwise provided by law, may include fines, the withholding of a degree, certificate or transcript pending compliance with rules or payments of fines and the imposition of probation, suspension, limitations on access and/or contact with other students, if applicable, or dismissal. Students shall be afforded due process prior to the administration of disciplinary action for violation of this rule.
- (8) Any act or behavior by a student that impairs, interferes with, or otherwise disturbs or obstructs the orderly conduct, processes, functions, and/or interests of the College is expressly prohibited. Such acts or behavior may include, but are not limited to, the following:
  - A. Consumption of alcoholic beverages on campus, college affiliated housing and/or at a College function.
  - B. Illegal use or possession of illegal drugs or narcotics, medical marijuana and drug paraphernalia.
  - C. Cheating in any form.

	<b>RULES OF THE BOARD OF TRUSTEES</b>	
	<b>NUMBER</b>	<b>TITLE</b>
	6Hx7-11.1	Student's Rights and Responsibilities
		<b>PAGE</b>
		11-2

- D. The use of indecent or abusive language.
- E. Gambling.
- F. Hazing as defined by Section 1006.63, Florida Statutes.
- G. Bullying or Harassment of any College student or employee as defined by Section 1006.147, Florida Statute.
- H. Vandalism or destruction of property.
- I. Falsification of records.
- J. Unauthorized use of the College name.
- K. Lewd or indecent conduct or attire.
- L. Violence, or threat of violence against any member or guest of the College community.
- M. Theft or willful destruction of College property or of the property of members of the College.
- N. Interference with the freedom of movement of any member or guest of the College.
- O. Obstruction of the normal processes and activities of the College community.
- P. Deliberate interference with the rights of others.
- Q. Violation of federal or state law, or county or city ordinance.
- R. Repeated offenses of a less serious nature.
- S. Sexual harassment, sexual assault, domestic violence and dating violence.
- T. Accessing, altering or deleting College computer files/systems.
- U. Stalking, including, but not limited to Cyber-Stalking.
- V. Violation of the Computing Facilities Use Agreement.
- W. Cyber bullying/social media/electronic devices.
- X. Disorderly behavior.



	<b>RULES OF THE BOARD OF TRUSTEES</b>	
	<b>NUMBER</b>	<b>TITLE</b>
	6Hx7-11.1	Student's Rights and Responsibilities
		<b>PAGE</b>
		11-3

- Y. Trespassing or unauthorized access/entry.
- Z. Failure to follow the direction of a College official acting in their official capacity.
- AA. Willfully refusing to follow College policy, procedures or protocol.
- BB. Willfully entering a restroom or changing facility designated for the opposite sex, based on biological sex at birth.
- BB. CC. Any other offense reasonably deemed to be contrary to the best interest of the College.

(General Authority: F.S. 78.045, 553.865, 1001.64, 1001.65, 1006.147, 1006.63, SBE 6A-14.00612, Violence Against Women Reauthorization Act, 42 U.S. C. §13925 (a), Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. §1092)

(Adopted 07/01/72, Revised 07/01/73, 07/01/74, 06/23/80, 12/16/81, 07/21/87, 08/18/87, 05/27/93, 04/06/99, 10/01/02, 04/08/14, 11/10/20, 11/14/23, Formerly 6.1)

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 2.A.**

Subject:	Human Resources: Collective Bargaining Agreement (Full-time Faculty)
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the successor Collective Bargaining Agreement (CBA) between the College and the United Faculty of Florida – Florida State College at Jacksonville (“Union”) effective August 16, 2023 through August 15, 2026, pending ratification by the faculty.

**BACKGROUND:** In preparation for the expiration of the current CBA on August 15, 2023, the College and the Union pursued an interest-based bargaining (IBB) approach in which the parties collaborate to find "win-win" solutions during negotiations. This strategy focuses on developing mutually beneficial agreements based on the interests of the parties. At times Traditional Bargaining was exercised in a respectful manner to reach agreement on certain articles. In totality, formal negotiations commenced February 24, 2023 and tentative agreement on a successor CBA was reached on November 2, 2023.

**RATIONALE:** The CBA for full-time faculty is recommended for approval as it will provide a continuation of many of the provisions currently in effect which have benefited our students during the previous years to include quality instruction and services; access to courses; access to faculty; and emphasis on student success. The CBA also provides for compensation increases reflecting the College’s commitment to its faculty.

**FISCAL NOTES:** The estimated cost for the full implementation of the recommended agreement is approximately \$1,582,139.00 for 2023-24. This cost is comprehended in the College’s annual operating budget.

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**DISTRICT BOARD OF TRUSTEES OF FLORIDA STATE COLLEGE**  
**AT JACKSONVILLE**

**AND**

**UNITED FACULTY OF FLORIDA - FLORIDA STATE COLLEGE AT**  
**JACKSONVILLE**

**EFFECTIVE AUGUST 16, ~~2020~~ 2023**

**FSCJ**

Florida State College  
at Jacksonville



Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. Degree-granting institutions also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of Florida State College at Jacksonville may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website ([www.sacscoc.org](http://www.sacscoc.org)). (Revised: 4/07/23)

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[APPENDIX D](#): FACULTY SABBATICAL APPLICATION FORM

[APPENDIX E](#): PARTIAL POINTS CALCULATION

[APPENDIX F](#): FACULTY DISSIMILAR POSITION NOTIFICATION FORM

## ARTICLE 1: PREAMBLE

We, the parties signing this agreement, have made a commitment to each other to rise above traditional position-based bargaining and work together in an interest-based collective bargaining process. The interest-based process enables negotiators to work together as joint problem-solvers, assumes that mutual gain is possible, and that parties should help each other achieve a positive result. This process can be the foundation for a profound improvement in how we work together, both within the framework of the issues addressed within collective bargaining, and more broadly within the college community.

We recognize that not every circumstance and situation will be anticipated in an agreement, but our guiding principles remain essentially unchanged.

1. We value relationships based on integrity, honesty, collaboration, open communication, civility and trust. Together we agree that we will not engage in behaviors that endanger these relationships.
2. We recognize that in an atmosphere of mutual collaboration, the more information we share, the more we can support the interests of each party.
3. In ~~an ever more~~ a rapidly changing world, we have to be responsive to the interests and needs not only of each other, but of our other stakeholders including our students and those who will employ them, the taxpayers who provide funds, our fellow workers, and the communities in which we live.
4. In an increasingly competitive environment, we must find ways to be more effective, more responsive, more accessible and more efficient.
5. To assure that we have talented faculty leading student learning in this competitive environment, we strive to provide market-competitive salaries, benefits and incentives to attract, reward and retain those who can make a difference.
6. We emphasize contribution, and we de-emphasize status.

We believe that a College is ~~the~~ its people and as we improve how we treat each other, we improve our College and the learning environment.

**ARTICLE 2: RECOGNITION**

The District Board of Trustees (DBOT) of Florida State College at Jacksonville, hereinafter referred to as “the Board” or “the College,” recognizes the United Faculty of Florida - Florida State College at Jacksonville, as exclusive collective bargaining representative for those faculty members certified by the Public Employee Relations Commission in Case RC-2001-061 and Certification No. 1359, dated April 22, 2002, who are employed by the College with respect to wages, hours and other terms and conditions of employment, as follows:

**INCLUDED:** All full-time professional employees paid on the instructional salary schedule, including teaching faculty, librarians and counselors of students.

**EXCLUDED:** All administrative personnel, career employees, part-time faculty, department chairs, faculty program coordinators, managerial and confidential employees.

### ARTICLE 3: GENERAL PROVISIONS

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

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

TOTALITY OF ENTIRE AGREEMENT – The parties agree that during the negotiations which resulted in this Agreement, the Union 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.

Therefore, the College and the Union during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain 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.

Voluntary communications between the parties shall not be considered collective bargaining as waived in this article.

## **ARTICLE 4: FACULTY RIGHTS**

**BARGAINING UNIT RIGHTS** – All rights, privileges and benefits expressed in this agreement shall remain in effect for the duration of this agreement.

**UNION REPRESENTATION** – A faculty member who has the expectation that disciplinary action may be initiated by the College has the right to request Union representation.

**NON-DISCRIMINATION FOR UNION ACTIVITIES** – All full-time faculty of the College shall have the right to join or to refrain from joining the Union. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership.

Any claim or charge of discrimination or unfair labor practice regarding Union activity may be processed through the grievance procedure provided for in this Agreement.

**PERSONNEL FILES** – There shall be one official personnel file for each faculty member. The official file shall be maintained in the College's Human Resources Department. No derogatory materials relating to a faculty member's conduct, service, character, or personality shall be placed in the personnel file except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file. Faculty shall be notified of any derogatory materials placed in their personnel file and shall receive a copy of such pursuant to Florida statutes and any relevant rules or regulations.

Faculty members shall be permitted to examine the contents of their personnel file. Faculty members shall have the right to answer any material in their personnel file and to have that answer attached pursuant to the laws of the State of Florida.

Faculty members shall have a right to a copy of their personnel file and may request a waiver of any fees for production of the copy, which request shall not be unreasonably denied.

**PARKING** – Designated faculty parking shall be provided on each campus at no cost to the faculty member.

**OFFICE SECURITY** – The College shall safeguard the security of College property including offices, equipment and files.

**RIGHT TO PRIVACY** – The College shall take no action against faculty members for activities pertaining to their private or personal lives except as may otherwise be provided by statute or state board rule to that effect.

**ACADEMIC FREEDOM** – Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that faculty shall be free from arbitrary limitations on the study, investigation, and presentation of facts and ideas.



## ARTICLE 5: MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules. These unilateral rights include, but are not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College as specified by Florida statutes; to direct, supervise, schedule and assign the workforce; to maintain the discipline and efficiency of the faculty and operation of the College; to determine the programs and courses of instruction; to determine the College's grading system; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. However, the exercise of such rights shall not preclude faculty or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Pursuant to Section 1001.64, Florida Statutes, the College shall be responsible for cost-effective policy decisions appropriate to the College's mission, the implementation and maintenance of high-quality education programs within law and rules of the State Board of Education, the measurement of performance, the reporting of information, and the provision of input regarding state policy, budgeting, and education standards.

The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities, during the period of this Agreement. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses, and not inconsistent with the collective bargaining agreement.

Academic freedom is a guiding principle for institutions of higher education that applies to the individual faculty member and to the College. Therefore, the parties affirm that the College can determine for itself on academic grounds, who may teach, what may be taught, how it shall be taught, and who may be admitted to study.

## **ARTICLE 6: UNION RIGHTS**

**FREEDOM OF EXPRESSION** – Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

**ACCESS TO FACILITIES** – The Union and its representatives shall have the right to use College facilities for meetings on a space-available basis at no charge during the hours the College is open.

**U.S.MAIL DELIVERY** – United States mail on which postage has been paid which is received by the College addressed to a faculty member shall be delivered unopened to the faculty member.

**ACCESS TO INFORMATION** – The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes.

**MEMBERSHIP ROSTER** – The College will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union, upon request during the fall and spring terms at no cost to the union.

**BOARD PACKETS** – The College agrees to supply the Union President with a copy of the Board Packet in a timely manner.

**OFFICIAL COMMUNICATION** – The Union may post official notices on designated campus bulletin boards in faculty areas.

**INTERNAL MAIL** – The Union may use the College mail and e-mail services, including faculty mail boxes, for official Union communications, so long as the communication is conducted in a responsible manner.

**NEW FACULTY ORIENTATION** – When the College conducts a campus or collegewide new faculty orientation, UFF-FSCJ may, at its discretion, provide an information packet to be distributed with program materials provided that:

- the information packet is submitted to the College in advance for approval based upon reasonableness of volume and by an agreed upon deadline date;
- the information does not contain political information or solicitation for union membership as prohibited by F.S. 447.509; and
- the copying of the information packet will be done by the Union and will not result in any cost to the College.

**RE-ASSIGNED TIME FOR UNION PRESIDENT** – The College will grant the Union President a total of six (6) workload units of re-assigned time for the academic year. In consideration for this re- assigned time, the Union President will actively engage with the College's administration to further the relationship between the College and the Union in support of the institutional mission.

**ARTICLE 7: DUES CHECKOFF**

The College agrees to deduct bi-monthly the Union dues of those employees who individually and voluntarily certify in writing on a prescribed UFF-FSCJ Membership Form (Appendix A) that they authorize such deductions. The Union shall notify the College of the amount of dues to be deducted, and shall so certify in writing. Any changes in the amount of Union dues requires thirty (30) days' notice in advance in writing to allow the College to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the College shall assess an initial administrative fee and monthly charge to achieve cost recovery in an amount to be agreed to within sixty (60) days for services performed in withholding dues and remittance to the Union. The College shall remit once each month, monies collected and a list of employees paying dues to the Union by the twenty-first (21<sup>st</sup>) day of the following month. Remittance is complete when placed in the U.S. Mail, postage prepaid.

In consideration of the College's agreement to provide the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the College against any and all liability claims of any kind, which the College may incur or sustain as a result of any deduction for Union dues.

Any employee may withdraw from membership in the Union and may withdraw authorization for deduction, at any time upon written notice to the College and the Union. Upon receipt of such notification, the College shall terminate dues within thirty (30) days or as soon as practical.

**ARTICLE 8: NO STRIKE AND NO WORK STOPPAGE**

The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that there will be no strike, sit down, slow down, sympathy strike, picketing, employee demonstration, stoppage of work, boycott, or any other act that interferes with the College's operations or the performance of its official business, and such persons further agree that they will take appropriate affirmative action in furtherance of the commitment specified above.

Picketing, as referred to in this article, shall mean any action by way of demonstrating, which has the effect of interfering with the ingress and egress or restraining any other employee, student, or member of the public.

## ARTICLE 9: DISCIPLINE

Discipline shall be for proper cause and shall be administered as follows:

- Faculty reprimands shall be administered by the supervising academic administrator and shall be for the purpose of stimulating corrective action on the part of the faculty member and preventing improper action in the future. Depending on the seriousness of the offense, reprimands may take the form of a verbal or written reprimand. If a written reprimand is administered, a copy shall be provided to the faculty member and a copy shall be submitted to the Office of Human Resources ~~records department~~ for inclusion in the faculty member's personnel file.
- A faculty member may be suspended with or without pay based upon a recommendation by the Provost/Vice President of Academic Affairs to the College President after consultation with the supervising academic administrator(s). The College President shall provide notice of the suspension to the District Board of Trustees (DBOT) and the faculty member shall be given the opportunity to present his or her version of the controversy at the next regularly scheduled meeting of the DBOT. Discipline that results in suspension without pay may be subject to arbitration provided that the non-renewal of annual contract or the awarding of continuing contract is not subject to arbitration.
- Dismissal of a faculty member shall be by recommendation of the College President to the DBOT, provided that no such faculty member may be dismissed without an opportunity to be heard at a public hearing and provided further, that the charges must be based on misconduct in office, gross insubordination, willful neglect of duty, or conviction of any crime involving moral turpitude.
- A faculty member shall have the right to have his or her union representative attend any meeting with a supervisor where disciplinary action may be taken. It is the responsibility of the faculty member to notify the union representative.
- Pursuant to the provisions of Rule 6A-14.0411, Florida Administrative Code (FAC), when the College President recommends dismissal of a faculty member under continuing contract or returns a continuing contract faculty member to an annual contract, the College President shall notify the faculty member in writing of the recommendation. Within twenty-one (21) days of receipt of the President's notice, the faculty member must file a petition with the DBOT if he or she elects one of the following: (1) public hearing consistent with the policies and procedures of the College; (2) an administrative hearing as set forth in State Board of Education Rule 6A-14.0411, FAC; or (3) the parties can mutually agree to an independent hearing procedure or other alternative dispute resolution process.

## ARTICLE 10: ISSUE RESOLUTION, GRIEVANCE AND ARBITRATION PROCEDURES

~~STATEMENT OF INTENT – The parties agree to attempt to resolve issues, informally and amicably, prior to the initiation of a grievance in order to foster positive relationships and create an environment of trust, respect, and mutual collaboration. While the parties are attempting to identify and resolve the issue through this amicable process, the timeline of the grievance process is suspended.~~

STATEMENT OF INTENT FOR ISSUES RESOLUTION - The parties agree to attempt to resolve issues through a collaborative and amicable process, whenever possible, for all issues that arise, in order to foster positive relationships and create an environment of trust, respect, and mutual collaboration. There is no timeline for this interest-based conversation.

For issues that may not involve violations of the Collective Bargaining Agreement, the parties agree to address such issues responsively and to recognize interest-based problem solving as the preferred approach in doing so.

A grievance is an alleged violation of the contract. The union, the grievant and administration shall use the process below for grievances.

### GRIEVANCE PROCEDURE

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

DEFINITIONS OF THE GRIEVANCE PROCEDURE – The following definitions will be used for the grievance procedure in this Agreement:

Grievance – an alleged violation of the terms of this Agreement.

Aggrieved or Grievant – any faculty member, group of faculty members or the Union that files a grievance as defined in this article.

Faculty Member – any member of the bargaining unit.

Days, Work Days or Working Days – as used in this article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar.

Respondent – the College or the appropriate administrative official.

GRIEVANCE PROCEDURE – The Union has the right to represent the faculty member and/or be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and

reasonable effort should be made to expedite the process.

**Step 1 – Informal Discussion** – A grievant shall first discuss the grievance with the respondent, either directly or through the Union’s designated representative, with the objective of resolving the matter within twenty (20) days from the date of discovery. The respondent will render a verbal decision to the faculty member within fifteen (15) days from the date the first discussion was held. In the event the respondent is not available during the twenty (20) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure.

**Step 2 – Written Grievance to Respondent** - If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Chief Human Resource Officer within ten (10) days. Within ten (10) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 3 – Disposition of Grievance** - If the grievance is not settled at Step 2, or if there is no disposition within ten (10) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent’s immediate administrative supervisor, with a copy to the Union and the Chief Human Resource Officer. Within five (5) days after receiving the Step 3 written grievance, the respondent’s immediate administrative supervisor shall meet with the grievant and/or the Union’s designated representative, with the objective of resolving the matter. Within five (5) days after the meeting, the respondent’s immediate administrative supervisor shall submit a written decision to the grievant, with a copy to the Union and the Chief Human Resource Officer.

**Step 4 – Written Appeal to the College President** - If the grievance is not settled at Step 3 or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file, and the Union may file a written appeal, with the College President, or designee, (with a copy to the Chief Human Resource Officer) by the tenth (10<sup>th</sup>) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President, or designee, will meet with the aggrieved person and the Union’s designated representative(s), with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union’s grievance chairperson, with a copy to the Chief Human Resource Officer.

### **ARBITRATION PROCEDURE**

If the aggrieved person(s) is not satisfied with the final decision of the formal grievance process, the Union may appeal the grievance to arbitration. The decision to appeal to arbitration will be in writing, addressed to the College President, and received by the College President within twenty (20) days after receipt of the College’s final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure and subject to this Article. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

**SELECTION OF THE ARBITRATOR** – Within twenty (20) days of receipt by the President of the aggrieved person’s notification to appeal to arbitration, representatives of the President and the Union shall meet for the purpose of selecting an arbitrator. If within twenty (20) days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

**AUTHORITY OF THE ARBITRATOR** – The arbitrator shall be limited to the grievance submitted.

In the area of financial awards, the power of the arbitrator shall be limited to cases where the aggrieved person has been judged to have been discharged or suspended without cause and the arbitrator’s power in such cases shall be limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to award continuing contract status. If the arbitrator’s award includes back pay, interim earnings from other sources shall be deducted from the award. Failure to mitigate and/or laches may also be considered as a deduction or set-off.

The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement.

Arbitration shall be confined solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator’s judgment for that of the College. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective action.

The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

**CONDUCT OF THE HEARING** – If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance may be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Each party shall have the right to present evidence, present, cross-examine and/or sequester witnesses, and submit a post-hearing brief.

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

**FILES** – Grievance materials will be maintained in a file designated by the President and separate from



personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's personnel file.

PROCESSING – The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

COSTS OF THE ARBITRATION – The parties shall share equally in the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

The arbitrator shall render a decision in writing by the thirtieth (30<sup>th</sup>) day after the close of hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs. However, time limitations may be adjusted by mutual agreement between the parties.

This arbitration procedure cannot be used by the Union or any employee to dispute a decision made by the College not to renew the contract of a faculty member on annual contract, or to dispute a decision by the College not to award a continuing contract to a unit employee. Nothing in this Article will be interpreted to extend the time a faculty member has to file a petition or appeal of such adverse action under the Florida Administrative Code or other applicable time limits.

## ARTICLE 11: FACULTY EVALUATION

The evaluation of faculty shall conform to the laws, rules, and regulations of the State of Florida related to full-time faculty duties and responsibilities. Faculty evaluation shall be conducted in a fair, constructive, objective manner and shall serve to maintain and improve the quality of instruction and support services in furtherance of the College's primary mission. The goal of the evaluation is to encourage and recognize excellence in faculty performance and to provide the opportunity for faculty members and their supervisors to discuss performance regularly and in a consistent manner throughout the College.

### **Performance Criteria: Essential Specific Responsibilities**

All faculty will be evaluated using the essential responsibilities regardless of the faculty member's assignment: teaching, librarian, or counselor. In addition, responsibilities specific to the type of faculty assignment will be used as additional criteria that will provide more discrete information in the performance evaluation and feedback cycle. The essential and specific responsibilities are found in Appendix B, Evaluation of Faculty Forms.

### **Procedures**

Faculty on annual contract will be evaluated once a year. First year faculty will be evaluated during their second semester of employment.

Faculty on continuing contract will be evaluated once every three (3) years. The supervising administrator may evaluate the continuing contract faculty member more frequently if concerns arise about the faculty member's quality of instruction or methodology. Supervisors shall consult with faculty regarding perceived problems in a timely manner, as appropriate.

The supervising administrator shall use multiple sources of data, including the findings of observations, the results of the evaluation of instruction by student survey of course sections taught by the faculty member, student results, and pertinent anecdotal information to complete the current evaluation form. The supervising administrator will discuss the conclusions identified on the final evaluation form with the faculty member, will affix his or her signature and provide for the signature of the faculty member. The signature of the faculty member does not necessarily imply agreement with the evaluation. The faculty member ~~will~~ has access to the ~~be given a copy of the signed completed~~ evaluation form and the original will be ~~provided to~~ maintained by Human Resources ~~for inclusion in~~ as a part of the faculty member's personnel file. The faculty member may ~~attach~~ include a statement, which will become a part of the evaluation.

### **Observations and Visits**

Observations and visits for seated and online classes shall occur when the faculty member is performing regular work duties. The supervising administrator initiates at least one observation by scheduling a mutually agreeable date and time and alerting the faculty member as to the purpose of the observation.

Feedback regarding the findings of the scheduled observation shall be provided to the faculty member in a pre-scheduled conference to be held no later than ten (10) workdays following the observation. A

conference summary memo will be provided to the faculty member following the meeting and will provide a part of the basis for the overall evaluation.

### Student Survey

Students will have an opportunity to complete the appropriate FSCJ Student Evaluation of Instruction (SEI) form on-line for each course section taught by his or her instructor. The individual report information and comments will be provided to the faculty member, the supervisor, and the ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director. Report information by program and discipline will be provided to the Provost/Vice President of Academic Affairs. The final FSCJ Student Evaluation of Instruction (SEI) online form consists of the 15 questions that are attached and five (5) additional questions determined by a joint committee.

### Ratings

The faculty member's performance will be measured against the performance criteria and will be rated as follows:

- Exemplary – Responsibilities exceeded and is deserving of special recognition.
- Satisfactory – Responsibilities met.
- Needs Improvement – Improvement is needed to meet responsibilities.
- Unsatisfactory – Responsibilities not met.
- Not Applicable (NA) – Does not apply to the faculty member's current assignment

~~A committee, with equal representation from the Union and the Administration, shall be jointly established to develop non-binding recommendations and options for modifications and improvements to the faculty evaluation tool and the student survey to be presented for consideration at the next contract negotiation. The committee will provide a progress report to the Union and the Administration with the first report due March 31, 2022. The College administration and faculty Union will begin bargaining this Article for the 2025-26 academic year (the third year of this contract) no later than March 29, 2024.~~

Examples will be provided for each responsibility that is Needs Improvement or Unsatisfactory. If an overall rating of Needs Improvement is determined, the supervising administrator shall consult with and obtain the concurrence of the ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director. The faculty member shall be provided an opportunity to improve his or her performance and an improvement plan shall be developed in collaboration with the faculty member's immediate supervisor. The performance improvement period shall not exceed one semester following the initial Needs Improvement rating or the time at which the annual contract appointment must be made.

If an overall rating of Unsatisfactory is determined, it requires concurrence of the ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director and, at the ~~Executive Chair/Campus President's~~ Associate Provost/Associate Vice President/Executive Director's discretion, an improvement plan may be developed as noted above.

Nothing in this Article is intended to preclude any due process proceeding addressing disciplinary action, as appropriate.

The results of the faculty evaluation and subsequent employment decisions shall not be subject to the grievance process.

**ARTICLE 12: ISSUANCE OF ANNUAL CONTRACTS**

Faculty other than those on continuing contract shall receive an annual contract using the form prescribed by the District Board of Trustees (DBOT). The annual contract shall not create the expectancy of employment beyond the term of the contract. Annual contract faculty shall be notified of non-renewal at the earliest possible date but no later than April 30th. Non-renewal of the contract shall not entitle the faculty member to the reason(s) for non-renewal or to a hearing.

Contracts are conditioned on a minimum number of students.

Payment of salary for contracts issued to full-time faculty who are employed by sponsored projects, grants, or contracts for services are conditioned on the availability of funds.

LENGTH OF ANNUAL CONTRACTS – Standard annual contracts will be the same in duration as those for faculty on continuing contract. Annual contracts on a pro rata basis may be issued. Annual contracts for practitioners may be issued. The contract lengths for both pro rata employment and practitioner employment will vary.

### ARTICLE 13: CONTINUING CONTRACTS

ELIGIBILITY – *The Board shall provide a continuing contract to eligible faculty pursuant to the applicable provisions of State Board of Education Rule 6A-14.0411 and the review process specified herein. Faculty includes full-time teaching faculty, librarians and counselors.*

- A faculty member must serve at least ninety-one (91) workdays in that year to receive credit for the year.
- Effective with the 2014-15 academic year, any faculty member hired prior to August 13, 2013 will be eligible to apply for continuing contract if they have completed three (3) years of continuous satisfactory service at Florida State College at Jacksonville over the previous five (5) year period except for leave duly awarded and granted.
- Effective with the 2014-15 academic year, any faculty member hired August 14, 2013 and/or thereafter will be eligible to apply for continuing contract if they have completed five (5) years of continuous satisfactory service at Florida State College at Jacksonville over the previous seven (7) year period except for leave duly awarded and granted. A faculty member may apply after eight (8) or more years of continuous service at FSCJ as long as they meet the service criteria in the previous sentence.
- Newly hired faculty will be given credit for documented continuous satisfactory service as a current continuing contract faculty member at a regionally accredited institution of higher education for a maximum of three (3) years to be credited toward continuing contract eligibility at the College.

Continuing contract satisfactory service is defined as:

- Service that meets or exceeds the professional responsibilities that are an integral part of the faculty evaluation system.
- Professional development that contributes to the individual's professional knowledge in his or her discipline/program at the College.
- Any other representation of professional service at the College as may be appropriate.

A faculty member who has served as an administrator for more than twenty-four (24) consecutive months and was previously a continuing contract faculty member at FSCJ, upon returning to a full-time faculty primary assignment, will be granted continuing contract after two (2) years of satisfactory performance without needing to go through the procedure outlined herein.

Notwithstanding the above, a faculty member who serves in a non-instructional assignment at FSCJ for twenty-four (24) consecutive months or less and then returns to faculty shall regain their previous faculty contract status.

The movement of a faculty member from continuing contract to annual contract shall be the result of a written documented disciplinary action by the College based on a disciplinary infraction per Article 9; or the result of unsatisfactory compliance with a written performance improvement plan per Article 11 of this Agreement. A written improvement plan will include notice that continuing contract may be in jeopardy. The decision to move a faculty member from continuing contract to annual contract shall be in compliance with State Board of Education (SBE) Rule 6A-14.0411 and the faculty member shall be given reasonable notice.

The Union President will be notified within ten (10) workdays of the receipt by Human Resources of the final needs improvement plan.

For the 2014-15 academic year, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least three (3) years of continuous satisfactory service during a period not in excess of five (5) years starting with their first year back on annual contract.

For the 2015-16 academic year and every year thereafter, a faculty member who earned continuing contract and was returned to annual contract will be eligible to re-apply for continuing contract if they have completed at least five (5) years of continuous satisfactory service during a period not in excess of seven (7) years starting with their first year back on annual contract.

**STEPS IN CONDUCTING CONTRACT REVIEW** – The review process for the application requires letters of endorsement or non-endorsement at each step in the process. If an endorser concurs with the endorsement of the applicant expressed by a subordinate, he or she may simply add his or her signature to the subordinate's letter. If the recommendation at any level is non-endorsement, the individual or committee not endorsing the application must provide specific reasons, in terms of the major criteria, for the non-endorsement. In any case, the applicant will be provided with a copy of the resultant letter at each step in the process. Non-endorsement at any step does not stop the process.

1. The applicant will electronically submit all relevant materials to his or her immediate supervisor according to the guidelines of the Collegewide Continuing Contract Committee, no later than September 1<sup>st</sup> of the eligible year.
2. The immediate supervisor will review the application for completeness and forward the package to the appropriate dean by September 15<sup>th</sup>, with a letter of endorsement or non-endorsement based on the consensus of the department members.
3. The dean will review the application and forward it to the Campus Continuing Contract Committee by October 1<sup>st</sup>, with a letter of endorsement or non-endorsement.

4. The Campus Continuing Contract Committee will review the application and recommendations, and may interview the candidate. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the Collegewide Continuing Contract Committee by November 1<sup>st</sup>.
5. The Collegewide Continuing Contract Committee will review the application and recommendations, and may interview the candidate at its discretion. The committee will add its consensus recommendation to the application packet. In the event a consensus is not reached, the recommendation shall follow majority vote. Other than the committee recommendation, the deliberations and voting of the committee shall remain confidential. The committee will forward the application to the ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director by the end of the fall term.
6. The ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director will review the application package and recommendations, and may choose to interview the candidate. The application will be forwarded to the College President, or designee, by January 31<sup>st</sup> with a statement of endorsement or non-endorsement. The ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director shall also provide evidence of continuing need for the position in compliance with Board Rule 6Hx7-3.6.
7. The College President, or designee, will notify the candidate of the disposition of the application by the last day of February. Successful applications will be recommended to the District Board of Trustees (DBOT) at the first Board meeting following the College President's notification. The successful candidates are subject to Article 12: Issuance of Annual Contracts and will remain in active annual contract status until Board action on continuing contracts.

In the event an applicant is not successful, the application may be re-submitted one (1) calendar year after the previous submission.

CRITERIA FOR CONTINUING CONTRACT CONSIDERATION – Faculty who have demonstrated successful performance as measured against the essential and specific responsibilities of their primary assignment, who meet the eligibility criteria within this article, and who are in positions of continuing need by the College, and who apply shall be considered for continuing contract.

COMMITTEES – Committee members will be appointed jointly by the College, the Faculty Senate and the Union from a list of faculty who have indicated an interest in serving. All committee terms of office will be for two (2) years, except the first year, when two (2) of the campus committee seats and four (4) of the collegewide committee seats will be for one (1) year terms in order to establish staggered terms for continuity. All members of the committees must be continuing contract faculty.



Each campus with full-time faculty who are on continuing contract or eligible for continuing contract will have a Campus Continuing Contract Committee. The committee will consist of five (5) campus faculty, appointed for two (2) year terms, and two (2) campus faculty appointed on a temporary basis by the senior faculty member from the applicant's department, to serve for the consideration of that applicant's application. In the event the applicant's department is too small to provide the two (2) temporary committee members, continuing contract faculty from other departments may be appointed. The committee will elect a chair from the five (5) regular members.

The College Continuing Contract Committee will consist of 11 full-time faculty members appointed for two (2) year terms. The seats will be allocated as follows: Two (2) members each from the Downtown Campus, North Campus/Nassau Center, ~~Open Campus/DWC~~ Deerwood Center, South Campus and Kent Campus/Cecil Center. The Union shall appoint one member at large. The committee will elect a chair from its membership.

The campus and collegewide committees should be appointed no later than October 1<sup>st</sup>.

DOCUMENTATION GUIDELINES – Guidelines for application documentation will be developed by the Collegewide Continuing Contract Committee with input from the ~~Executive Chairs of the Schools~~ Associate Provost/Associate Vice President/Executive Director. The guidelines will be reviewed annually and distributed to annual contract faculty and Academic Administrators at the end of the spring term. The documentation will be to provide evidence of the major criteria as measured by performance of the essential and specific responsibilities in the assigned faculty position during the preceding two (2) years.

## ARTICLE 14: TEACHING QUALIFICATIONS

Full-time Faculty must meet and maintain the minimum credentialing qualifications established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) (see SACSCOC Comprehensive Standard 3.7.1). in accordance with the College's institutional accrediting body. Faculty must meet and maintain the minimum credentialing qualifications in accordance with the following:

- The College's internal credentialing requirements
- Federal and State regulations
- Programmatic accreditors (as applicable)

Faculty credentialing requirements are determined through an iterative review process involving the Faculty Senate, academic administrators, and discipline faculty and is approved by the College Provost.

Faculty credentialing may not be used as a substitute for Article 18: Reduction in Force. If a change in the College's internal credentialing requirements occurs and it changes courses a full-time faculty member is credentialed to teach or prevents that individual from making load, a plan of action developed collaboratively between the administrator and faculty member will be made for continuing employment before invoking Article 18.

Official transcript(s) from all degree granting institutions ~~bearing the seal of the institution, and the signature of the registrar,~~ must be placed on file with the Human Resources records department ~~prior to~~ before the first term of employment with the College. For faculty with transcripts from international institutions, a copy of the Foreign Evaluation Verification Letter from an approved NACES agency is also needed. The individual faculty and their supervising administrator will ensure that the minimum qualifications of the College's internal credentialing requirements are met and maintained for every course assignment.

Where applicable, the following documentation is also required but may not be limited to: Individuals who teach in programs that require documentation beyond transcripts from accredited institutions may be asked to provide the following:

- For international institutions, a copy of the Foreign Evaluation Verification Letter from an approved NACES agency.
- For occupational credentialing, A copy of the non-expired State Occupational License or Industry Certification/License. Faculty required to renew their licensure to maintain compliance should do so in accordance with Article 27 Paragraph G: Reimbursement for College Required Licensure.
- For occupational and adult education credentialing, verification of work experience submitted on the employer's business stationary, including specific beginning and ending dates and job titles held during the last 3-5 years. A current resume/curriculum vitae including the required qualifying work experience as outlined by the College's internal credentialing requirements, verified by the supervising administrator.
- Other documentation demonstrating experience or qualifications related to their teaching.

## **ARTICLE 15: FACULTY SABBATICAL**

The Faculty Sabbatical Program is designed to encourage full-time faculty to take advantage of opportunities for professional growth and development. The sabbatical may be awarded for development of a program of study, instructional methodology, collaboration with business, research, or writing of importance that furthers the goals of the College. The sabbatical may vary in length from one semester to one full contract year.

### **Eligibility**

Any full-time faculty member on continuing contract who has not been awarded a sabbatical during the last five (5) years and who has satisfactory or better evaluations shall be eligible to apply for sabbatical.

The number of faculty on sabbatical at any time shall not exceed 5% of the total number of full-time faculty positions.

Application must be completed no later than the first Monday in February of the academic year preceding the sabbatical period.

### **Proposal Review Process**

Initial review of sabbatical requests will be by the faculty member's immediate supervisor and appropriate dean. If approved, Faculty Sabbatical Proposals will be reviewed by the Faculty Sabbatical Review Committee. This committee will consist of nine (9) members as follows:

- Three (3) faculty members appointed by the Union;
- Three (3) administrators appointed by the Provost/Vice President of Academic Affairs in consultation with the Executive Chairs/campus presidents;
- Two (2) faculty members appointed by the Faculty Senate; and
- One (1) administrator designee of the Provost/Vice President of Academic Affairs who shall serve as the Committee Chair and shall not be a voting member except as needed to break a tie.

The committee will meet by the first Monday in March and will submit its recommendations to the Executive Chair/Campus President by the last Friday in March.

Membership on this committee precludes award of a sabbatical during the year of committee membership. Recommendations of this committee will be forwarded to the Executive Chair/Campus President where the faculty member is assigned. The Executive Chair/Campus President's recommendation will be forwarded to the Provost/Vice President of Academic Affairs for review. After review, the recommendation is forwarded to the College President. If approved, the College President will submit the names of the recommended faculty members to the District Board of Trustees at the May meeting for final approval. If the application for sabbatical is denied, the applicant will be informed in writing by the College President before the May Board meeting.

Once approved, the beginning date of the sabbatical may be moved to a later date during the same academic year upon the request of the faculty member and with approval of his/her supervising administrator.

### **Selection Criteria**

Criteria for the award of the sabbatical shall include:

- Support of immediate supervisor, appropriate campus dean, and Executive Chair/Campus President
- Cost of the proposed sabbatical
- Enhancement to student learning outcomes
- Relationship to College goals
- Benefit to the College

### **Salary During Sabbatical**

Faculty awarded a sabbatical shall receive salary at the rate of 70% of the current base salary plus continuation of current benefits.

### **Payback Procedures**

Faculty accepting a sabbatical agree to continue working full-time for the College for a length of time that is twice the number of days of the sabbatical awarded.

Should the faculty member's full-time employment with the College be terminated at the initiation of the College prior to completion of the payback period, any remaining days owed to the College shall be cancelled effective the date of the faculty member's termination. Should the faculty member's full-time employment with the College be terminated for cause or at the initiation of the employee prior to completion of the payback period, payment on a pro-rated basis of salaries received during the sabbatical period shall be recovered as a debt and shall be withheld from the employee's final pay document. Should the final pay be insufficient to cover the amount of the debt, the faculty member shall remain obligated to the College for payment of the outstanding balance. Should the employee not render payment to the College for this amount, the College shall initiate appropriate collection procedures allowable under the law.

Should the faculty member fail to comply with all requirements of this Article, the faculty member shall pay back the College in full the 70% salary awarded during the sabbatical.

Should the faculty member request termination of the sabbatical before its completion, the College shall determine whether to grant or deny the request.

When a faculty member returns to the College, full salary shall be paid. Payback rules shall apply for the number of days actually on sabbatical.

### **Other Employment During Sabbatical**

Faculty members shall not be employed from any other source during the period of the sabbatical except for approved externships related to the purpose of the sabbatical and pre-existing part-time employment.

### **Evaluation Procedure**

Following completion of the sabbatical, the faculty member will submit a written report, which includes evaluation of the sabbatical in terms of the objectives stated in the application. This report will be submitted to the Executive Chair/Campus President and Provost/Vice President of Academic Affairs within eight (8) weeks of completion of the sabbatical.

See Appendix D for application.

## ARTICLE 16: LEAVES

### **Personal and Sick Leave**

Personal and Sick Leave Accrual – A full-time faculty member of the College shall earn eight (8) hours of sick leave for each calendar month of employment or major fraction of a calendar month (one day more than half the actual number of days in the month) of employment. Sick Leave is cumulative from year to year.

A faculty member may use up to four (4) days (32 hours) of personal leave in any one (1) calendar year with these hours charged to accrued sick leave. Personal leave shall not be cumulative from year to year.

Faculty, counselors and librarians will be charged eight (8) hours of sick leave when a full day of scheduled hours has been used for sick or personal leave. Actual hours will be charged when a portion of a day of scheduled hours has been used for sick or personal leave.

Sick Leave Pool – Faculty may elect to participate in the College sick leave pool. Faculty having an accrual of 72 sick leave hours or more who have been employed with FSCJ for at least one full year are eligible to join this pool. Enrollment is accomplished by contributing 16 hours from the enrollee's personal sick leave account to the pool through the use of an application form. Enrollment is open annually, with an effective date of the first workday in January. Eligibility for this enrollment will be established one month prior to each effective date. To be eligible employees must meet the criteria by the first pay date in December.

Administration of Sick Leave Pool – The sick leave pool shall be administered by a Sick Leave Pool Committee. The Union shall appoint two (2) faculty members to the committee.

Terminal Leave Pay – Payment of Sick Leave Upon Retirement/Death: A full-time employee at the time of formal retirement with the State of Florida, or the employee's beneficiary, if the service is terminated by death, shall receive terminal pay based on the accumulated sick leave days credited to the employee at the time of retirement or death as follows:

- During the first three (3) years of service at the College, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave.
- During the next three (3) years of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Payment of Sick Leave Upon Separation – A full-time employee terminating his/her employment shall receive terminal pay for accumulated sick leave as follows:

- During the seventh (7), eighth (8) or ninth (9) year of service at the College, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
- During the tenth (10) year of service at the College, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.
- During the next twenty (20) years of service, the daily rate of pay multiplied by 50% plus an additional 2.5% per year for each year of service beyond ten (10) years, times the number of days of accumulated sick leave.

Extended Leave Without Pay – A maximum of one (1) year leave of absence without pay may be granted due to medical necessity when other forms of personal and sick leave are exhausted; however, the Board may specifically elect to extend an individual's leave beyond the normal time frame established above. Any such extension shall be recommended by the College President.

A faculty member's request shall be responded to by the Executive Chair/Campus President or, if applicable, the appropriate Vice President within ten (10) workdays of receipt.

Leave Without Pay for Professional Purposes – A faculty member shall submit a written request for a leave without pay for study or professional or career development purposes for up to one academic term. Application for such leave shall be made through the supervising academic administrator(s) to the Executive Chair/Campus President by no later than midpoint of the preceding academic term. The Executive Chair/Campus President shall approve such application provided a qualified substitute can be secured. Written notice shall be provided to the faculty member no later than fifteen (15) days prior to the start of the academic term or proposed commencement of leave date, whichever is sooner.



## ARTICLE 17: TRANSFERS FOR VACANT POSITIONS

Full-time faculty members shall have the right to seek a transfer to an announced vacancy for which they meet the advertised minimum qualifications, as follows:

When a faculty vacancy becomes available and is approved to be filled through the College's standard employment processes, regularly appointed full-time faculty may apply for a transfer. If the College were to create a fully online position, regularly appointed full-time faculty have the right to apply through this Article.

Full-time faculty will be provided notice that a faculty vacancy will be advertised through the College's email system. Interested faculty must then notify the ~~HR Employment Manager~~ Director of Talent Acquisition or designee within ten (10) workdays by email, to include an attached updated resume/curriculum vita. if there is an interest in being considered for transfer.

Full-time faculty transfer applicants who meet the minimum qualifications for the position and who have an overall satisfactory evaluation rating on the most recent evaluation will be considered for the position before ~~external~~ applicants to the job posting, including adjunct instructors and current temporary full-time faculty.

A transfer screening committee shall be appointed by the hiring administrator to review the request(s) for transfer. The committee shall be composed of a minimum of three (3) members, the majority of whom shall be faculty, and shall include at least one (1) faculty member from the specific discipline of the position. Adjunct instructors are not eligible to serve. The transfer screening committee chairperson shall be either the ~~appropriate campus dean,~~ dean, senior program manager or designee. The ~~Executive Chair/Campus President~~ College Provost or designee will make the recommendation for transfer or will deny the transfer request.

~~In the event that a transfer request is denied and before external applications are opened for screening committee review, the Executive Chair/Campus President~~ The College Provost or designee will notify the transfer applicant and HR in writing as to the decision to approve or deny the transfer request, within twenty (20) workdays from the initial notice of the faculty vacancy, before commencing with a screening committee as described in Article 17-A. In the event that a transfer request is denied, the written notification will include the reason for denial of the transfer request and shall state the specific criteria used to reach the decision.



## ARTICLE 17-A: VACANCIES

Full-time faculty members shall serve on screening committees when faculty vacancies occur and are approved to be filled through the College's standard employment procedures.

The Faculty Senate President and the hiring administrator shall jointly select the faculty members of the ~~search~~ screening committee.

Committees should be composed of faculty and other college staff-members. Preference to serve on a committee will be given to faculty who meet the credentialing requirements of the advertised position. In the event that there are not sufficient faculty from the specific discipline at the college to serve on the committees, representatives from advisory committees and experts in the field may be appointed as deemed appropriate by the hiring administrator. No more than one third of a committee may be non-full time employees of the College. Newly hired faculty may be included on screening committees at their request.

The screening committee should be chaired by a faculty member. Preference to chair a committee will be given to faculty in the discipline and credentialed in the specific field of the position.

When a position is advertised, the hiring administrator shall appoint a screening committee as follows:

- A. Single Vacancy – The committee shall be composed of a minimum of five (5) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members ~~shall~~ should be faculty from the discipline or similar discipline and at least two (2) faculty members of the committee shall be from the campus where the vacancy resides.
- B. Vacancies at Multiple Campuses – If there are two or more vacant positions at the same time in the same discipline and those positions are assigned to different campuses, the hiring administrators may appoint one (1) collegewide committee to fill the vacancies. That committee shall be composed of a minimum of seven (7) members, the majority of whom shall be full-time faculty. When possible, a majority of committee members ~~shall~~ should be faculty from the discipline or similar discipline and at least one (1) faculty member of the committee shall be from each of the campuses where the vacancies reside.

### CLERICAL ASSISTANCE AND SUPPORT

Clerical assistance will be provided throughout the process by the office of the hiring administrator. The Office of Human Resources is available throughout the process for consultation.

### RESPONSIBILITIES OF THE SCREENING COMMITTEE CHAIR

- Prepare the schedule for the interview process and notify the hiring administrator of the schedule for all interviews and visits so that they may have an opportunity to meet and interview all candidates.

- Coordinate the interview process including contacting candidates, scheduling interviews and notifying the hiring administrator.
- Collect all interview documents and provide them to the hiring administrator.

#### RESPONSIBILITIES OF THE HIRING ADMINISTRATOR

- Conduct a telephone check of references for applicants and notify the committee of important information.
- Assist the out of town applicant(s) with completing the reimbursement request form as appropriate insuring that all charges are properly documented with receipts.
- Forward the reimbursement requests completed by out of town interviewee(s) directly to the director of budget and payroll for approval and payment in accordance with established procedures.
- Call, email or write to all applicants brought to the college about the decision to hire or not, with the assistance of Human Resources.
- Ensure all written material is collected at the end of the process and submitted to Human Resources.

#### RESPONSIBILITIES OF THE SCREENING COMMITTEE

At the initial meeting, the hiring administrator conveys to the committee the instructional and academic needs of the position to be filled. Appropriate guidance will also be given at that time by a representative of the Office of Human Resources.

The screening committee:

- Establishes screening criteria to be applied before viewing applications based on the needs of the advertised position. ~~This~~ These criteria will be stated in writing and approved by the majority of the committee members. These stated and approved criteria will be applied to all applicants.
- Develops a plan whereby they are able to assess each candidate's teaching and other relevant skills. This should include observation of instructional methods as appropriate.
- Reviews all applications received using the stated and approved criteria and develops a list of applicants recommended for interview.
- Conducts an initial interview via a telephone or video conference call if needed.
- Conducts face-to-face interviews including a teaching demonstration when appropriate. Generally, 3-4 candidates are invited for face-to-face interviews.

- Identifies strengths and weaknesses of finalists recommended for the position, and strengths and weaknesses of finalists not recommended for the position.

#### COMMITTEE'S RECOMMENDATION FOR HIRING

- A. Single Vacancy: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator the most well-suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.
- B. Multiple Vacancies: At the conclusion of the screening committee interviews, the chair will recommend to the hiring administrator(s) the most well-suited candidates for the position. The names are to be listed in alphabetical order along with a listing of the strengths and weaknesses of each candidate. No minimum or maximum number of recommended candidates is required.

Upon completion of the interview process, the committee chairperson will submit the finalist list to the hiring administrator.

If the hiring administrator does not select one of the recommended candidates, the screening committee will reconvene to examine other possibilities.

Following the examination of other possibilities with the screening committee, and in the event no recommendation to hire is made by the hiring administrator, then the search must be reopened with a new call for applicants. A new committee may be selected (which may or may not include members from the first committee).

#### RECOMMENDATION FOR EMPLOYMENT

Upon completion of the interviews and after receiving the recommendation from the screening committee via the chair, the hiring administrator will make the recommendation for employment to the ~~Executive Chair/Campus President~~ College Provost, or designee. Upon approval, the ~~Executive Chair/Campus President~~ College Provost, or designee forwards the recommendation to the Office of Human Resources. If the Chief Human Resource Officer, or designee, has concerns regarding the recommendation, he/she shall contact the ~~Executive Chair/Campus President~~ College Provost, or designee to resolve the issue.

~~In the event that the search process to fill a vacancy does not result in the selection and recommendation to be hired or in situations where there is insufficient time to complete a properly constituted search process, only a temporary appointment of a faculty member shall be made. In such instances, the appointment shall not exceed one (1) academic year.~~

Upon completion of the process, Human Resources will notify all applicants of the college's decision to hire or not hire the candidate.

#### TEMPORARY APPOINTMENT(S)

In the event that the search does not result in the selection and recommendation to be hired or in situations where there is insufficient time to complete a properly constituted search process, a temporary appointment is the only alternative to fill the vacancy.

When a temporary appointment is made, notification will be made to the Union President of the appointment, as described below.

If a temporary appointment is for less than ninety-one (91) workdays during an Academic Year, the provisions below do not apply. The hiring manager is responsible for notifying the Union President in such instances.

If the temporary appointment is ninety-one (91) days or more, the appointment shall not exceed one (1) academic year. The hiring manager is responsible for notifying the Union President in such instances.

Additionally, if the temporary faculty member is appointed to another temporary appointment, in a successive academic year, the Chief Human Resource Officer will notify the Union President, along with a brief description of the circumstance(s) leading to the successive appointment with an offer to be available for a meeting to further discuss any questions or concerns.

A temporary appointment of a faculty member shall not be made for more than three (3) successive academic years.

## **ARTICLE 18: REDUCTION IN FORCE**

### **18.1 Definition**

A Reduction in Force (RIF) occurs when a full-time (FT) faculty position(s) is (are) eliminated with no expectation that the position(s) will return, and there are full-time faculty member(s) who are affected.

### **18.2 Determination of Need and Scope**

The parties understand and agree that employment decisions will be made in the best interest of the students and the College. However, the parties recognize should the Board have to choose that full-time faculty position(s) need to be eliminated, the administration shall first determine which areas, academic programs, and/or disciplines shall be affected. Within those areas, academic programs, and/or disciplines, the reduction of faculty will occur in the following order based on first, credentialed to teach relevant material, and then second, on seniority, as follows:

1. Temporary Full-time Faculty
2. Annual Contract Faculty
3. Continuing Contract Faculty

When the seniority time is equal, the College will make the determination.

### **18.3 Process for Recall**

Whenever circumstances related to available resources require the College to cut back its programs/staff, any full-time faculty who is a part of a reduction in force at the College shall complete their current contract year and, to the greatest extent possible, be notified of contract termination no later than March 31. Additionally, full-time faculty displaced by a reduction in force shall be offered the opportunity of first acceptance or refusal to return to work as specified below.

The offer of return pursuant to this rule shall continue for twelve (12) months following the displaced faculty member's termination date.

The provisions cited herein are applicable whenever a vacant position becomes available:

- which is substantially similar to the position held by the affected individual at the time of separation caused by the reduction in force, and
- for which the affected individual is qualified and credentialed.

The offer of first acceptance or refusal shall be open ten (10) workdays following the receipt of notice by certified mail with return receipt and signature to the affected individual of the position availability. If no written response is received from the affected individual within that time frame, the College shall conclude the affected individual is no longer interested in employment as provided by this rule. It shall at all times be the responsibility of the affected individual to provide the College a correct mailing address to which to forward any correspondence related hereto.

Recall shall be in reverse order with the last faculty member displaced within each area, academic programs, and/or disciplines becoming the first to be recalled.

A faculty member who is recalled to a faculty position shall be returned to the level of seniority, salary, and benefits in place at the time of termination. Additionally, the faculty member shall be entitled to any contractual salary increases provided to all faculty during the period of displacement.

If the offer provided above is refused for whatever reason, this rule shall no longer have any applicability to the affected individual's employment status at the College.

In addition to the foregoing, for a period of six (6) months following such a displaced employee's termination date, the individual displaced pursuant thereto shall be offered an interview for an opening in a position dissimilar to the individual's position eliminated in the reduction in force, provided the individual is interested and qualified and applies through the College's job application system. Additionally, the displaced employee is responsible for submitting the Faculty Dissimilar Position Notification Form (Appendix F) to Human Resources by the close date or first review date of the applicable position.

The provisions of this rule shall be applicable only to full-time faculty whose positions are not funded from categorical, sponsored, contracted or project fund sources.

#### **18.4 Insurance Continuation**

Full-time faculty who are displaced by a reduction in force and have not been offered another full-time position at the college when their faculty position ends are eligible to receive free COBRA health plan coverage per specifics noted below.

- College will pay the portion of COBRA related to employee only coverage. The outgoing faculty member will be responsible for charges related to dependent coverage. All COBRA coverage will terminate as normal if the employee fails to pay their share of costs.
- College will continue covering the noted COBRA charges for a period of up to four months (September through December).
- The outgoing faculty member must elect COBRA during the period allowed by Federal law.
- The outgoing faculty member must sign an affidavit stating they do not have current coverage under another employer-provided health care plan.
- If the outgoing faculty member begins employment with another employer and begins receiving health care coverage prior to January, the College COBRA subsidy will terminate. The outgoing faculty member is responsible for notifying the College prior to commencement of other employer coverage.

**ARTICLE 19: SUBSTITUTE COVERAGE**

It is the responsibility of the assigned faculty member to meet each class for the complete period and days scheduled. When personal or family illness or approved assigned duty elsewhere prevents the faculty member from meeting the scheduled class, it is the faculty member's responsibility to communicate with the supervisor and provide recommendations for a substitute and/or alternative assignment(s) for the students, whenever practical or reasonable.

Prior approval must be given by the appropriate administrator for substitute coverage.

When a full-time faculty member substitutes ~~for other full-time faculty members for more than three (3) contact hours in a given term~~, the substituting faculty member shall be paid at the established ~~part-time substitute rate commencing with the fourth contact hour~~ in Article 27: Compensation. The faculty member and supervising administrator will agree on the number of hours of substitution.

## ARTICLE 20: TEXTBOOK SELECTION

The selection of textbooks and supplementary materials to be used are the prerogative and responsibility of the full-time faculty member and shall be determined according to departmental guidelines. The parties agree that student access to affordable high quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The faculty and the administration are committed to the on-going development of appropriate policies, procedures and standards for the selection of textbooks and course materials to maximize student success, access and affordability. A committee, with equal representation from the Union and the Administration, shall be jointly established to annually develop non-binding recommendations addressing textbook affordability, inclusive of concerns that arise in the State audit process ensuring the Committee utilizes the State audit report. The initial meeting of this committee shall be no later than November 1, 2021 with recommendations delivered to the Provost and the President of the Faculty Senate by the end of each academic year.

Textbooks to be used for a non-sequential, college credit course shall be selected by each faculty member from a list of textbooks agreed upon by the faculty.

In the interests of students, academic departments or discipline shall agree upon texts to be used collegewide in sequential\* courses using the following procedure:

- Faculty within each department or discipline representing each campus shall serve on a collegewide committee to select by majority vote one textbook to be used in each course in the sequence.
- An accompanying list of supplemental texts and ancillary instructional materials may be selected by each faculty in addition to the course text, to meet the needs of the particular discipline.

Textbooks selected by the collegewide committee will be used for a minimum period of two (2) years unless the collegewide committee determines that a shorter period is appropriate, on a case-by-case basis.

The list of selected textbooks will be submitted by the established deadline or the textbooks in current use will be reordered.

\* A sequential course is a course as defined by the collegewide committee.



## **ARTICLE 21: PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY**

**PURPOSE** – The College and the faculty have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members to develop and publish scholarly and creative works and educational materials. Such activities increase professional knowledge, provide creative models for students, and bring recognition to the College. In accordance with that mutual goal, the purpose of this Article is to identify ownership, uses, and rights regarding certain Intellectual Property (as defined below) that may be created by faculty members.

**DEFINITIONS** – The following definitions shall apply to this Article:

**Intellectual Property** – means any and all copyrightable materials (including all derivative works, updates, and modifications), inventions (whether patentable or not), tangible research materials, trademarks, trade names, and trade secrets. Intellectual Property includes but is not limited to, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, works of art and design, photographs, films, video and audio recordings, computer software, web based materials, architectural and engineering drawings, choreography, publications, compositions, discoveries, and processes.

**Scholarly Work(s)** – means scholarly and instructional Intellectual Property created by faculty at the College for which the intended purpose is to educate students or disseminate the results of academic research or scholarly study, such as books, articles, electronic media. Scholarly Works include but are not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead/Power Point© presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression.

**Substantial College Support** – means financial, personnel, or other support provided by the College to faculty members over and above the cost of the faculty member's normal: compensation, office space, technological, computer, and other College services, audio-visual services and equipment, minimal secretarial support, local telephone use, minimal office supplies, and copy services. Examples of Substantial College Support would include, but ~~is~~ are not limited to: using College lab space for research or providing a research assistant, ~~etc.~~

**Work-For-Hire** – means any work specifically ordered or commissioned by the College or any materials that are developed within specific task or project of the College that is performed by a faculty member outside of the faculty member's regular instructional activities and/or for which the faculty member receives additional compensation not related to instructional activities. In such instances, the parties shall strive to agree in writing the details of the work performed, materials developed and compensation, as applicable. However, a writing is not necessary to create a Work-For-Hire. Any Scholarly Work(s) developed prior to but included within the materials developed for a specific task or projects are excluded from the definition of Work-For-Hire.

Net Revenues – means gross revenue collected minus expenses incurred in connection with the creation, commercializing and/or copyrighting or patenting of the Intellectual Property, including, but not limited to, direct costs of obtaining, securing, and marketing copyrights or patents, indirect costs, and all reasonable attorneys’ fees. For purposes of this Agreement, Net Revenues only include Net Revenues collected by the College.

SOLE OWNERSHIP BY FACULTY – The faculty member(s) shall be the sole and exclusive owner of the following Intellectual Property (s)he created, to which the College waives any and all ownership interest:

1. Any and all Intellectual Property created without Substantial Support.
2. Any and all Scholarly Work that is part of the faculty member’s instructional assignments, regardless of the degree of support provided by the College.
3. The parties acknowledge and agree that this section shall not apply to Intellectual Property created by a faculty member under a “Work-for-Hire” agreement with the College, or to Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.

SOLE OWNERSHIP BY THE COLLEGE – The College shall be the sole and exclusive owner of the following Intellectual Property, to which the faculty member waives any and all ownership interest:

1. Intellectual Property wherein the faculty member(s) received Substantial Support from the College (except for Scholarly Works).
2. Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property, unless otherwise noted in the grant.
3. Intellectual Property created by a faculty member for the College as a Work- For-Hire.

USE OF INTELLECTUAL PROPERTY –

1. The College acknowledges that a faculty member owns all legal rights in the Intellectual Property (s)he owns, including the right to use, reproduce, distribute, and prepare derivative works.
2. The Faculty acknowledge that the College owns all legal rights in the Intellectual Property it owns, including the right to use, reproduce, distribute, and prepare derivative works.
3. Either Party may use Intellectual Property owned by the other Party as authorized by law (i.e., “Fair Use”).

4. For that Intellectual Property that is owned by the College, all faculty, including the creator(s), may only use such property for instructional purposes at the College, unless otherwise agreed to in writing by the College.
5. A faculty member who wishes to identify his or her relationship with the College with regard to any Intellectual Property (s)he owns shall seek prior approval in writing (e-mail included) from the Provost / Vice President of Academic Affairs. If the Provost / Vice President of Academic Affairs does not respond within thirty (30) calendar days, the request shall be deemed approved.
6. If the College wishes to use any Intellectual Property owned by a faculty member in any promotional or marketing materials of the College, the College shall seek prior approval in writing (e-mail included) from the faculty member who created the Intellectual Property. If the faculty member to whom the request was submitted does not respond within thirty (30) calendar days, the request shall be deemed approved. Likewise, the College shall honor any request by a faculty to remove the faculty member's name from any College owned Intellectual Property which is being attributed to that faculty member.
7. In the event that a faculty member includes his/her Scholarly Work within a Work-For-Hire, then unless otherwise agreed in writing, the College shall have a perpetual, royalty free license to use the Scholarly Work within the intended purpose of the Work-For-Hire.

COMPENSATION – A faculty member(s) who creates College owned Intellectual Property, shall be compensated by the College on one of the terms set forth below, which shall be agreed upon by the parties in writing. Payment of compensation under this Section shall not continue beyond the expiration of the statutory period of protection for any Intellectual Property. Prior to the monetization of any College owned Intellectual Property, the College and the faculty member(s) involved shall execute a written agreement that includes an acknowledgment identifying one of the compensation arrangements set forth below.

1. Forty percent (40%) of the Net Revenues collected by the College for each Intellectual Property created under this Article shall be set aside annually by the College and Net Revenues shall be divided equally among the faculty member creator(s) of the Intellectual Property. The faculty member co-creators may agree to an alternative distribution arrangement by providing the College with a written agreement evidencing this arrangement. The College shall have no obligation to pursue or pay uncollected Net Revenues. However, this does not preclude a faculty member from pursuing uncollected Net Revenues due to the faculty member.
2. A flat rate negotiated in advance between the College and the faculty member creator(s).

GRANT/SPONSOR SUPPORTED EFFORTS AND OTHER CONTRACTS ENTERED INTO BY THE COLLEGE – From time to time, the College may enter into grant/sponsor agreements or other agreements whereby the College is developing Intellectual Property for a customer. Ownership of Intellectual Property produced under a grant/sponsor-supported projects or other contract shall first be determined by the specific terms and conditions of the grant/sponsor agreement or contract. In the event that the grant/sponsor agreement or other contract is silent

with respect to ownership, then any Intellectual Property produced as a result of such efforts shall be owned by the College unless otherwise agreed between the College and the Faculty member(s).

**ARTICLE 22: OUTSIDE EMPLOYMENT**

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

No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment or business interests. Faculty members who engage in outside employment or self-employment shall not conduct such business during duty hours, nor use any College equipment or supplies for such purposes.

Faculty members are prohibited from engaging in full-time outside employment.

## ARTICLE 23: EMPLOYEE BENEFITS

The College will provide an array of benefits to faculty members within the limitations of the approved benefits program that is provided to all College employees. The benefits provided to faculty will be a part of the faculty member's annual total compensation.

Article 23: Employee Benefits will be reopened annually. The faculty union and the College administration will begin bargaining Employee Benefits no later than January 31 of each year.

Specific for the 2022 benefit plan year (calendar year), bargaining will begin no later than August 5, 2021.

In order to determine what benefits will be most beneficial to college employees, the established Employee Benefits Advisory Committee (EBAC) shall meet regularly to review existing employee benefits and premiums and recommend benefit changes, deletions, or enhancements to existing benefits.

The EBAC will use the principles of Interest-Based Approach to ensure a fully participative and fair evaluation of all benefit options. Prior to entering a new contract for health insurance plans and benefits, a thorough evaluation process will be conducted, to include a formalized bid process, a written recommendation and evaluation from the EBAC to the Chief Human Resource Officer (CHRO) identifying the committee's preferred plan, and (if the recommendation of the EBAC is not accepted) a written justification and fiscal analysis which will be provided to the EBAC by the CHRO before a final contract for health insurance is executed.

The Union will appoint two (2) representatives to serve a two-year term. The term will begin on July 1 and will be staggered so that one (1) member will have his or her term expire each year. The Union may reappoint an existing EBAC representative when his or her term expires, at the Union's discretion.

The College administration will not decrease the dependent subsidy matrix below the 2022 plan year contribution level as it relates to faculty without bargaining with the faculty union first. For the 2023 plan year, faculty members will be offered the same dependent subsidy matrix that was approved by the DBOT for full-time non-instructional employees on September 13, 2022. If the College becomes eligible and joins the State of Florida health insurance plan, the College dependent subsidy matrix shall be eliminated as long as employee costs for dependent premiums decrease upon initial entry into the plan.

The administration shall have an open enrollment period for benefits that shall be at a minimum twelve days.

Current benefits include the following:

Medical Insurance  
Dental Insurance  
Vision Insurance

Life Insurance  
Long-term Disability Insurance  
Employee Assistance Plan

**ARTICLE 24: PROFESSIONAL DEVELOPMENT**

Professional development opportunities shall be provided for faculty members and shall be based on nationally recognized best practices for teaching faculty, counselors and librarians. Professional development opportunities may be AFPD and FSCJ courses and workshops, other college and university courses and workshops, seminars, and local, state and national conferences, as approved.

Professional development will have as its goal the enhancement of the College faculty as a community of lifelong learners engaged in effective student learning and exemplary teaching.

**ARTICLE 25: OTHER BENEFITS**

Tuition Reimbursement – Faculty shall be reimbursed in an amount not to exceed \$4,000 per fiscal year for tuition and lab fees.

Free Tuition for Faculty, Spouses and Children – Faculty and their eligible dependents shall receive tuition reimbursement or tuition waiver for matriculation or tuition fees paid for course(s) taken at Florida State College at Jacksonville, provided:

- A. The faculty member and eligible dependents meet the admission requirements set by the Board and the faculty member and eligible dependents present a certificate of satisfactory completion of all courses taken pursuant of this rule.
- B. As an option, faculty members may execute a payroll deduction authorization form and provide related course completion information as required.

Eligible dependents shall only include the spouse and any dependent children under the age of twenty-six (26). Dependent children who are permanently disabled and who are living at home with a full-time employee are eligible at any age.



## ARTICLE 26: WORKLOAD

### Definition of Workload

The workload for teaching faculty will be calculated in terms of “workload units” (WLU) associated with each course in the College’s curriculum inventory and non-teaching work hours assigned per week. The workload unit value for each course assignment shall be as referenced in the master course outline developed through the College’s curriculum committee process.

The workload for non-teaching faculty shall be expressed in terms of work hours per week.

A committee, with equal representation from the Union and the Administration, shall be jointly established to explore options, determine fiscal impacts, and develop non-binding recommendations associated with potential changes to the definition and calculation of workload for the purpose of achieving equity among faculty, for consideration the next time the parties meet. The committee will provide a report to the Union and the Administration no later than January 31, 2017.

### Definitions:

- **Course Release:** one course release is defined as the equivalent of 3.0 to 5.5 workload units.
- **Home Campus:** the campus/center where the faculty member was originally hired to serve or to which the faculty member was subsequently transferred.
- **Office Hours:** scheduled opportunities for interaction outside of the classroom between faculty members and students. Office hours can be held in any of the following manners: at various campus locations; in the faculty member’s office; in conference with students; in club settings or other student activities; in the library; through electronic communication; or any other way that best meets student needs as determined by the faculty member in consultation with the supervising administrator.
- **Reassigned (Release) Time:** can be offered in any amount of workload units or designated as a course release.
- **Semester:** designated as Fall, Spring, and Summer
- **Term:** any subset of the semester or academic year, generally broken into 16, 12, 8, and 4 weeks. Note that these subsets are sometimes referred to as “sessions”.

### Base Workload

Full-time faculty shall be assigned a base teaching load of 30 workload units (WLUs). The base teaching load shall be comprised of two (2) semesters: fall, spring and/or summer. Full-time College faculty shall be assigned 180 days of service to include ten (10) official College holidays. Appropriate administrators will collaborate with faculty members to ensure each faculty member is assigned a workload that best meets student and institutional needs. In cases where faculty are in an overload or underload situation, banking procedures may be followed. Cumulative WLU totals of 29.5 to 29.9 will be rounded up to 30 WLUs. Courses where load is not calculated using Category B in Appendix E, count towards base workload prior to any courses that use Category B in Appendix E, for the calculation of base workload. Classes shall always be counted toward load before reassigned time. Sections that take the faculty member over base load (30 WLUs) shall be calculated at the base load rate.

New faculty hired at the start of the Fall (the first workday after the end of the summer semester) or

Spring semester (the start of the Spring is the first workday back after winter break), shall be given a full annual contract's worth of base pay. The calendar of required workdays will be determined based on the available days remaining in a contract year. Said faculty will be required to complete the expected 30 workload units over the two semesters and will have the ability to earn overload. If individuals to whom this applies choose not to teach in the summer semester, or wish to teach only a portion of the summer, they may choose to work fewer days based on the understanding that their pay will be pro rata. In this situation those workload units accrued can be either overload or dynamically banked. When the number of days is pro rata, the same percentage of proration for workdays will be applied to WLUs for that academic year. Anything above the pro rata number of WLUs would be paid as overload. For new hires teaching only one semester their first year, contract length shall not exceed 90 days.

For the ~~2020-21~~ 2023-24 academic year, and extending to the ~~2023-24~~ 2026-27 academic year only, if a contract extension has not been ratified by July 1, ~~2023~~ 2026, Adult Ed and ESOL faculty in a full-time faculty position shall be provided six (6) WLUs of reassigned (release) time as part of their base teaching load of 30 workload units (WLUs). Professional activities in which faculty participate during this time will be jointly determined during conferences between the faculty member and the appropriate administrator. The faculty union president will be copied on each finalized reassigned time document. If the contract expires, the 6 WLU released time will remain in force until a new agreement is reached.

## Section I – Workload Variations

### A. Teaching Faculty (180 days and 40 hours per week)

Full-time teaching faculty shall work a standard forty (40) hours per week on College activities. Thirty (30) hours shall be scheduled and the remaining hours will be used for College related professional activities as listed in Section III of this article.

Each teaching faculty member shall schedule thirty (30) hours which includes classroom contact hours, posted office hours available, and instructional support time.

Ten (10) office hours will be scheduled by the faculty member and approved by the supervising administrator to best meet the needs of the students. For faculty whose workload consists of more than twenty (20) classroom contact hours per semester office hours will be equal to 30 minus the classroom contact hours. Half of scheduled office hours will be on a College site or other site where the College is providing instruction, and the other half may be held in a virtual/electronic format or at an off-campus location. The supervising administrator can approve a greater number of virtual hours, not to exceed two (2) consecutive semesters. Office hours may be rescheduled as needed. When feasible, notices and/or electronic communication with students and the appropriate administrator's office will be posted in advance indicating alternate times that the faculty member will be available. If the College were to create a fully online position, all office hours may be held in a virtual/electronic format.

Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Reassigned time may be ~~initiated by an Executive Chair/Campus President,~~ granted at the discretion of the supervising administrator or approved with approval by the Provost/Vice President of Academic Affairs ~~in collaboration with an Executive Chair/Campus President.~~ It

shall be the responsibility of the supervising administrator to plan a full load for all full-time faculty within the two (2) required semesters. Priority will be given to full-time faculty for load.

For Adult Ed/ESOL classes, scheduling will be reasonably constructed so that faculty are not required to teach more than four (4) consecutive hours without a break unless jointly approved by the faculty member and supervising administrator.

It is recognized that in order to build an efficient class schedule that best supports maximizing enrollment, student success, and completion, the input of faculty working collaboratively with administrators is integral to the schedule building process. The draft base load schedule per semester shall be made available to faculty for review and feedback as soon as it is available during the semester prior to implementation/registration and prior to encoding. Upon review, faculty members and/or discipline teams may submit requests for revisions and additions for consideration by the supervising administrator or administrators. Appropriately credentialed fulltime faculty shall be given preference over adjuncts in the selection of available courses, regardless of modality for their base load and any approved overloads. ~~Faculty members teaching online courses are required to complete an approved training or demonstrate proficiency in the referenced modality, prior to teaching. By August 15, 2017, faculty members teaching hybrid courses will be required to complete an approved training or demonstrate proficiency in the referenced modality.~~ **Faculty members teaching synchronous (live online) online, asynchronous (traditional) online, and hybrid courses are required to complete an approved training or demonstrate proficiency in the referenced modality, preferably prior to teaching in that modality, but no later than three semesters.**

**B. Librarians (180 days and 40 hours per week)**

Full-time librarians shall work a standard 40 hours per week on college activities. Thirty (30) hours shall be scheduled except during peak times to ensure that student needs are met. Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Work schedule conferences shall be held with the appropriate supervisor during the spring semester of each year and assignments made. Annual schedules shall be developed by the librarian in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet student needs. Additional weeks may be assigned based upon institutional needs as provided below. Librarians may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to librarians for special projects. (Librarians on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**C. Counselors (180 days and 40 hours per week)**

Full-time counselors shall work a standard 40 hours per week on college activities. Thirty (30) hours shall be scheduled except during peak times when up to forty (40) hours may be scheduled to ensure that student needs are met. Professional activities in which faculty participate during the remaining hours will be determined during conferences with the appropriate administrator and evaluated annually. Work schedule conferences shall be held collaboratively with the appropriate supervisor prior to each semester and flexible assignments made. Annual schedules shall be developed by the counselor in collaboration with and approved by the appropriate administrator to ensure that adequate coverage is provided to meet

student needs. Additional weeks may be assigned based upon institutional needs as provided below. Counselors may teach classes when approved. The supervising administrator may grant up to five (5) hours of reassigned time to counselors for special projects. (Counselors on a 220-day contract as of March 1, 2003 may elect to stay on a 220-day contract or may accept a contract with fewer days by mutual agreement with the appropriate supervisor, to a minimum of 180.)

**D. Special Contract Option**

An extra teaching semester may be offered to teaching faculty in designated programs at a flat rate as approved in the contract. The base load for an extra semester will be 15 WLUs.

**E. Extra Non-teaching Weeks**

Extra non-teaching weeks may be offered to faculty when institutional need requires and as approved by the Provost/Vice President of Academic Affairs. Each non-teaching week will involve activities related to College goals. Faculty will be compensated at 2.5% of their base rate per week.

**F. Convocation Week**

Convocation Week shall have no more than two (2) days designated for all College, School, and Departmental meetings and events. The remaining days will be designated as "Instructional Preparation Days," providing faculty the opportunity to prepare for classes.

**Section II - Overload**

Overload assignments will be made to meet student and instruction need by mutual agreement between the appropriate administrators and faculty. A faculty member whose total workload units in a 16-week period exceed 24 requires permission from the appropriate instructional dean. Faculty members who meet their base teaching load at 30 WLUs per academic year shall not be required to accept additional class assignments that place them over 31 WLUs. A faculty member shall not be required to teach a sixth course in any given semester to fulfill base load.

**Section III - Other Professional Activities for Teaching Faculty**

During contract days when a teaching faculty member has no scheduled classes as part of base load, the following activities may be scheduled: program development, course development, committee and task force service, student advising and recruiting, participation in College-sponsored professional development, approved internships and professional residencies, certification training, professional meetings, tutoring, working in the learning lab, development of work-based learning agreements, in field research, and approved special projects.

**Work-based Learning (Cooperative Education, Internships and Practicums)**

In those courses where a faculty member places students in the work environment under the supervision of an employer and visits the students throughout the semester to ensure work-based learning is occurring, the workload unit shall be the student credit hour earned, up to 3 WLUs, for enrollments of 12 to 25. Faculty may choose to count enrollments under 12 as part of their load using the formula 0.07 times the WLU times the number of students with a minimum of one (1) WLU earned. The appropriate Vice President may designate courses with enrollments under 12 to be the



student credit hour earned, up to 3 WLUs.

Sections may be combined in order to make a full course. Exceptions to this rule may occur if dictated by accreditation entities and reflected in the curriculum files.

### **Team Teaching**

WLUs assigned to a team-taught course will be divided proportionally between or among the teaching faculty. Total WLUs may not exceed those assigned to the course through the curriculum process.

### **Course Combining**

Combining of courses may be used to improve College efficiency and effectiveness. Combined classes shall meet the class size guidelines of a single class in the college curriculum outlines.

### **Combining of Course Levels**

Subsequent to consultation with the faculty member, the supervising administrator may combine courses of various instructional levels as academically appropriate. If the two classes have two different WLU values, the faculty member will be credited with the larger value. Combined courses of various instructional levels shall meet the lower class-size guidelines of a single class in the college curriculum outlines (this sentence expires at the end of this contract).

### **Pilot Courses**

In the interest of innovative teaching, deviations from the three above sections (Team Teaching, Course Combining, and Combining of Course Levels) can be made for instructor assignments, workload units, class size guidelines and contact hours, with prior approval by the Provost/Vice President of Academic Affairs and Union President and in collaboration with the faculty member(s) before implementation. Approvals must be on a section-by-section basis and do not automatically carry forward. This provision expires at the end of this contract.

### **Directed Study and Independent Study**

Faculty may choose credit toward their teaching load at the rate of 0.07 times the WLU times the number of students. Faculty may have no more than ten (10) directed or independent study students per semester unless an exception is agreed upon by the faculty member and the supervising administrator. Payment shall be as per Article 27: Compensation.

### **Dynamic Banking**

Base load for faculty will normally be completed during the fall and spring semesters. Other combinations of semesters may be used as appropriate. It shall be the responsibility of the supervising administrator to plan a full load for all full-time faculty. At the discretion of the supervisor, dynamic banking may be used to shift earned or needed WLUs to the subsequent year. The use of WLUs from one contract year that impacts upon the subsequent year will be limited to eight (8) WLUs for each faculty member.

Dynamic banking will be used as a tool to ensure optimum resource utilization and scheduling flexibility. The appropriate supervising administrator will consult with faculty members who have earned excess WLUs or have not made base load. While the preference of faculty will be given significant consideration, the load plan will ultimately be based on student need. Administrators may bank WLUs on behalf of faculty using the following guidelines:

- A. During class scheduling for fall and spring semesters, priority will be given to full-time faculty to achieve their load obligations. During the faculty member's second semester scheduling, if a faculty member is not scheduled to meet load obligations, he or she shall have the option of teaching courses at other campuses in collaboration with the respective school/campus supervising administrator.
- B. Base load review will occur by April 1 of each year. If a faculty member has earned WLUs beyond their ~~basie~~ base load, they may, if approved:
  - Be paid for all WLUs over the maximum base load.
  - Bank the excess to reduce their load obligation in the subsequent contract year.
  - Bank WLUs taught over summer terms to reduce load obligations in the subsequent contract year.
  - Banked WLUs are calculated at the base load value in Appendix E, Category B. Should the faculty member no longer be employed in a full-time faculty position for the subsequent contract year, banked WLUs will be recalculated at the overload value for payment.
- C. If a faculty member has not completed base load at the end of the contract year, the following options will be utilized and a plan will be developed by the supervising administrator in consultation with the faculty member:
  - Completion of WLUs during the subsequent semester.
  - Completion of the required number of WLUs during the subsequent academic year.
  - When options one and two cannot be implemented, salary reduction shall be calculated at the applicable WLU rate for the faculty member's base salary.
  - Courses taught to remedy an underload situation are calculated at the base load value in Appendix E, Category B.

When the plan has been developed, a copy of the plan will be sent to the ~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/Executive Director, the Chief Human Resource Officer and the Union President.

- D. The banking of WLUs is a process that works over a three-year period. The three (3) years consist of the year the WLUs were earned or not earned and the subsequent academic year. Negative WLUs must be resolved by the end of the second academic year unless the negative banking has occurred solely as a result of course cancellations. In that case, a third academic year may be used to resolve the negative balance. Positive or negative banked hours will be used as the first hours expended toward base load requirements in the first semester of the subsequent academic year.

### Workload Unit Course Values

Courses existing in the master course outline developed through the College's Curriculum Committee process and in effect at the close of the 2015-16 Spring Semester shall serve as the assignment of WLU value for each course for the duration of the term of this agreement. Courses may be added or amended or revised during the duration of this agreement through the College's Curriculum Approval Process.

The curriculum committee may deviate from Appendix E: Partial Points Calculation provided faculty are not adversely affected in terms of workload unit.

## ARTICLE 27: COMPENSATION

### A. Faculty Base Salaries

1. Faculty salaries shall be based on the most current degree in the discipline or a related discipline as validated by official transcript(s) held in the individual personnel file in Human Resources, as follows:

Pay Level I	Bachelor's Degree
Pay Level II	Master's Degree
Pay Level III	Earned Doctorate or MFA

Faculty shall see a base salary increase for the following pay level changes: for an advanced degree in the faculty member's discipline in accordance with the College's internal credentialing requirements. For the purposes of receiving a pay level increase, a Masters/Ed.D./D.Ed./Ph.D. in Higher Education (leadership, instruction or administration) from an accredited institution are recognized as related discipline.

Level I to Level II	8%
Level I to Level III	<del>21</del> 20%
Level II to Level III*	<del>13</del> 10%

If the advanced degree is not in the faculty member's discipline as described above. Faculty shall see a base salary increase for the following pay level changes:

<u>Level I to Level II</u>	<u>4%</u>
<u>Level I to Level III</u>	<u>10%</u>
<u>Level II to Level III</u>	<u>5%</u>

~~\*Faculty who were previously at a Masters +30 level will see an 8% increase in going from Level II to Level III.~~

The recommendation for pay level change shall be submitted for Board approval no later than the second Board of Trustees meeting after the application is turned in to the assigned dean.

Pay level changes shall be effective on the first payroll date following District Board of Trustees approval.

~~Faculty employed by the College in a full-time faculty position will receive a 1.25% increase and then a \$725 increase to their base salary for the 2022-23 academic year. The faculty member must be a College employee at the time of Board approval to be eligible for this increase.~~

All Faculty employed by the College in a full-time faculty position will receive a 2.25% increase and then a \$1,450 to their base salary for the 2023-24 academic year. The faculty member must be a College employee in a full-time faculty position at the time of Board approval to be eligible for this increase.



Since ratification and District Board of Trustees approval occurred after the start of the ~~2022-23~~ 2023-24 academic year, faculty will receive a catch-up payment on their December 23 paycheck for prior payments. As of December 23, paychecks will reflect the correct per pay period salary.

Faculty employed by the College in a full-time faculty position during the 2023-24 academic year, will receive a \$2,200 increase to their base salary for the 2024-25 academic year.

If the new Faculty evaluation tool is ratified and approved by June 10, 2025, then the following will occur. For the 2025-26 academic year, Faculty employed by the College in a full-time faculty position during the 2024-25 academic year, will receive a \$2,000 non-recurring, lump sum payment by September 30, 2025. However, if FTE enrollment is at least 15,000 for the 2024-25 reporting year (Summer 2024, Fall 2024, Spring 2025), the \$2,000 non-recurring, lump sum payment converts to a 3.0% increase to their base salary for the 2025-26 academic year. If FTE enrollment is 15,250 or higher, then the 3.0% recurring increase converts to a 3.5% recurring increase to their base salary for the 2025-26 academic year.

In the event the High Deductible Health Plan (HDHP) becomes the only base plan for the College, the PPO will continue to be one of two base health insurance plans available for faculty.

Base salaries for teaching faculty and librarians and counselors hired after August 15, 2003, shall be based on 180 workdays per contract year.

2. Effective with the 2023-24 academic year, the ~~initial~~ initial salary placement for new faculty shall be:

Level I	<del>\$42,550</del>	<u>\$44,550</u>
Level II	<del>\$46,250</del>	<u>\$48,250</u>
Level III	<del>\$50,800</del>	<u>\$52,800</u>

Effective with the 2024-25 academic year, the initial salary placement for new faculty shall be:

<u>Level I</u>	<u>\$46,050</u>
<u>Level II</u>	<u>\$49,750</u>
<u>Level III</u>	<u>\$54,300</u>

For the 2025-26 academic year, if faculty receive a recurring increase to base pay, the initial salary placement for new faculty shall be:

<u>Level I</u>	<u>\$47,550</u>
<u>Level II</u>	<u>\$51,250</u>
<u>Level III</u>	<u>\$55,800</u>

A faculty member's base salary shall not be below the initial salary placement as described above.

New faculty may receive up to the following percentages above the minimum base salary to recognize direct, job-related college teaching or other professional experience and/or extenuating labor market conditions, if requested by the recommending administrator and verified by Human Resources as justified.

Level I	20%	
Level II	<del>15%</del>	<u>20%</u>
Level III	15%	

Any application of this provision will be communicated to the UFF-FSCJ President within 30 days of acceptance of the College's offer.

#### **B. Overload Pay**

1. Overload assignments are as defined in Section II of Article 26 and begin after the 30<sup>th</sup> base workload unit taught in the academic year.
2. Payment for overload assignments will be per WLU over 30 within the academic year at the rate of \$750 per WLU, or the certified adjunct pay rate, whichever is higher. The administration may increase the overload rate for all faculty without bargaining, based on the needs of the college.
3. Payment for overload assignments for an academic year will be made at the earliest possible date in the months of February, March, April, May, June, July and August upon confirmation of overload status.

#### **C. Increases in Health Insurance Premiums During Term of Agreement**

1. The College will pay the cost of rate increases in employee health insurance premiums for the base health plan that occur during the term of this agreement. This does not extend to dependents of the faculty member.
2. This applies to cost increases that are attributable to increases in premium rates. It does not apply to premium cost increases related to changing plans or adding coverage for family members, etc.

#### **D. Pay for Non-teaching Extra Weeks**

Payment for non-teaching extra weeks will be 2.5% of base salary per week when non-teaching weeks are authorized by the administration.

**E. Pay for Extra Teaching Terms**

In the event that faculty are offered, and accept, an opportunity to teach 15 workload units in a third full term during a contract year, ~~\$12,000~~ \$13,000 will be added to the faculty member's base salary for that year. Work and office hour requirements for such faculty will be the same as in other terms. Workload units will be determined under the provisions of Article 26.

**F. Pay for Special Assignments**

Stipends for special assignment work may be awarded at the discretion of the administration and as approved by the College President, or designee. An individual faculty member may not receive more than \$10,000 in stipends in any year.

**G. Reimbursement for College Required Licensure**

License renewal fees for required professional licenses shall be reimbursed to eligible employees beginning August 16, 2019. A required professional license is defined as either:

1. A license that is specified in FSCJ's faculty credentialing matrices as required to meet the minimum credentialing standard for courses that are in the faculty member's primary program or discipline area. In addition to being primarily assigned to a program or discipline requiring certification, the faculty member must have taught a course under the relevant credentialing requirement at least once in the three terms prior to the license renewal deadline to qualify for reimbursement under this definition. Note, also, that licenses used in alternative credentials that are not required in the minimum credentialing standards are not eligible.
2. One that is specified as required by faculty as part of an institutional or program accreditation that the College holds at the time of the license renewal deadline.

Although license renewals can be paid and reimbursed prior to a license's renewal deadline, that deadline is the date that determines whether the renewal falls in the time window that is eligible for reimbursement. This provision applies to the line item cost of the license renewal, exclusive of any additional items or charges.

**H. Reimbursement for Travel Expense Incurred for College-related Travel**

Faculty will be reimbursed for travel expense that is incurred for college-related travel in accordance with College policy and Florida Statute 112.061.

**I. Terminal Leave Pay**

Terminal leave pay shall be paid pursuant to applicable Florida law and Article 16.

**J. Early Pay Out**

Faculty, if interested, must elect early pay out of base salary no later than the 1<sup>st</sup> day of the Fall term. Base salary will be annualized over 20 pay periods and all deductions, both involuntary

and voluntary, will be adjusted accordingly. This provision expires at the end of the 2018-19 academic year. Beginning with the 2019-20 academic year, faculty will be paid on the same pay schedule as all full-time non-instructional personnel.

**K. One Step Salary Incentive**

Faculty shall be eligible for a one step salary incentive pursuant to Board Rule 6Hx7-3.3, Pay Plan.

**L. Joint Compensation Data Collection Committee**

The Administration and the Union agree to form a committee to examine and determine important internal and external data for future compensation discussions, as well as compensation issues related to recruitment and retention. This committee will be made up of a minimum of three people identified by the College administration and a minimum of three people identified by the faculty union. This committee will begin meeting no later than September 30, 2021 and will attempt to complete their work no later than January 31, 2022.

**M. Substitute Coverage**

The pay rate for substitute coverage is \$37.00 per hour.

**N. Recruitment and Retention Incentive (this provision expires at the end of this contract)**

1. Faculty in Adult Education, ESOL and Non-Credit Career Certificate will receive a \$1,000 non-recurring, lump sum payment on the last paycheck of the academic year (August 23), so long as the faculty member teaches a minimum of 12 workload units during that academic year and is still employed at the College at the time of the non-recurring payment.
2. All Nursing faculty will receive a \$5,000 non-recurring, lump sum payment on the last paycheck of the academic year (August 23), so long as the faculty member teaches a minimum of 12 workload units during that academic year and is still employed at the College at the time of the non-recurring payment.

**ARTICLE 28: TERM OF AGREEMENT**

The term of the negotiated agreement between Florida State College at Jacksonville (College) and the United Faculty of Florida – Florida State College at Jacksonville (Union) shall be from August 16, ~~2020~~ 2023 through August 15, ~~2023~~ 2026.

Any Article can be reopened at any time by the mutual agreement of the parties.

This Agreement was ratified by the bargaining unit on ~~August 6, 2021~~ November 9, 2023.

This Agreement was approved by the District Board of Trustees of Florida State College at Jacksonville on ~~August 10, 2021~~ November 14, 2023.

Bargaining for the next CBA shall begin at least 120 days before the expiration of the current CBA. Bargaining shall be through an interest-based approach, and the mutually agreed to interest based bargaining training shall be completed before January 31, ~~2023~~ 2026.

**Florida State College at Jacksonville**

**United Faculty of Florida –  
Florida State College at Jacksonville**

\_\_\_\_\_  
Chair of the District Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
College President

\_\_\_\_\_  
Vice President

**APPENDIX 'A'**





## United Faculty of Florida

### UFF-FSCJ Membership Form

YES  I want to join my colleagues by becoming a member of the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter. I hereby request and voluntarily accept membership in the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter, and agree to abide by the Constitution and Bylaws of all organizations.

\_\_\_\_\_  
Last Name, First Name

\_\_\_\_\_  
Department or Unit

\_\_\_\_\_  
Home Street Address

\_\_\_\_\_  
Campus Address & Mail Code

\_\_\_\_\_  
City State Zip Code

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

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Personal Email Address

\_\_\_\_\_  
FSCJ Email Address

\_\_\_\_\_  
Last 4 digits of your Social Security Number

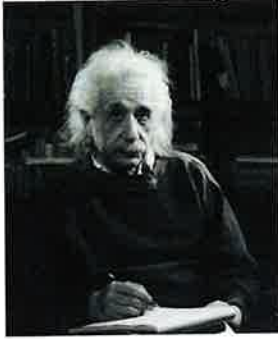
YES  I authorize payment by Florida State College at Jacksonville to deduct from my pay in each pay period a pro-rata portion of the annual dues. Annual dues are one percent of my regular salary and include all fees and assessments required for membership in the United Faculty of Florida, NEA, AFT, FEA, AFL-CIO, and my local UFF chapter. This authorization continues annually regardless of my membership status, unless (a) I revoke this authorization upon 30 days' notice in writing sent via email, fax or US mail to the employer and employee organization according to Florida Statue 447.303, or (b) my employment with Florida State College at Jacksonville ends.

I UNDERSTAND THAT THIS AGREEMENT IS VOLUNTARY AND IS NOT A CONDITION OF EMPLOYMENT, AND THAT I HAVE THE LEGAL RIGHT TO REFUSE TO SIGN THIS AGREEMENT WITHOUT SUFFERING ANY REPRISAL.

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

\_\_\_\_\_  
Today's date

**Return this form to Dr. Maureen A. McCormick, Florida State College at Jacksonville,  
Deerwood Center, C2316, [mmccormi@fscj.edu](mailto:mmccormi@fscj.edu).**



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“I consider it important, indeed urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also generally, to secure their influence in the political field.”  
Albert Einstein, charter member, AFT,  
Princeton, 1938.

## UFF-FSCJ: Things to Know

UFF-FSCJ negotiates the contract on behalf of all faculty at FSCJ. We strive for equitable salaries for our faculty and safeguard academic freedom. UFF provides its members with:

- Assistance and representation when meeting with administrators
- Grievance support and representation
- Legal representation
- Membership in state and national education associations (FEA, NEA, AFT)
- A voice in Tallahassee that advocates the interests of faculty and students before the Florida Legislature and education agencies
- A professional network that includes faculty at

Broward College  
Chipola State College  
College of the Florida Keys  
Eastern Florida State College  
Florida Agricultural and Mechanical University  
Florida Atlantic University  
Florida Gulf Coast University  
Florida International University  
Florida Polytechnic University  
Florida Southwestern State College  
Florida State University  
Hillsborough Community College  
Lake Sumter State College  
New College of Florida  
Palm Beach State College  
Pasco Hernando State College

Pensacola State College  
Saint Leo University  
Saint Johns River State College  
Seminole State College  
State College of Florida  
Tallahassee Community College  
University of Central Florida  
University of Florida  
University of North Florida  
University of South Florida  
University of West Florida  
... and the graduate assistants at Florida  
Agricultural and Mechanical University, Florida  
State University, University of Florida, & University  
of South Florida

UFF-FSCJ provides grievance representation for its members; UFF does not provide grievance representation to faculty who were not dues-paying UFF members at the time when the grievable incident occurred.

Membership in UFF-FSCJ is open to all full-time faculty at Florida State College at Jacksonville but you are not automatically enrolled. You must complete and sign this membership form and submit it to UFF-FSCJ in order to become a member. Not sure if you are already a member? Contact Dr. Maureen McCormick ([mmccormi@fscj.edu](mailto:mmccormi@fscj.edu)) to verify whether you are a member.



**APPENDIX 'B'**

## Evaluation of Faculty (Forms)

### I. Essential Responsibilities for All Faculty

#### A. Basic

- \_\_\_ Works the contractual hours per week on College activities.
- \_\_\_ Fulfills workload requirements as specified in the collective bargaining agreement and has an approved work schedule on file with the supervisor.
- \_\_\_ Maintains required records in appropriate format.
- \_\_\_ Follows College policies and procedures.
- \_\_\_ \* **Participates in College planning and evaluation activities.**
- \_\_\_ \* **Assists in the implementation of collegewide and campus goals.**
- \_\_\_ Contributes to student success and retention activities.
- \_\_\_ Complies with all applicable Florida Statutes regarding conflict of interest.
- \_\_\_ Upholds ethical standards and principles as identified in the Florida Code of Conduct for Professional Educators in Florida.

Complies with all applicable government regulations regarding disabled students.

\* **Maintains effective and professional student communication and interaction.**

- \_\_\_ Keeps updated syllabus for each course.
- \_\_\_ Follows procedure for the custody, use and protection of College property including classroom and office equipment.
- \_\_\_ Maintains safe conditions in personal office.
- \_\_\_ Uses technology as required to meet record keeping and reporting responsibilities and remains current in the use of technology.
- \_\_\_ \* **Respects diverse populations and promotes academic success for all students.**
- \_\_\_ Maintains professionally appropriate relationships with students.

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

#### B. Service and Professionalism

- \_\_\_ \* **Serves the College by providing expertise to College committees and task forces.**

Attends campus and collegewide meetings, convocations and commencement ceremonies.

\* **Collegiality: Exhibits professional behavior in interaction with all College employees.**

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory \_\_\_\_\_

#### C. Professional Development

- \_\_\_ \* **Establishes and maintains participation in appropriate professional networks.**
- \_\_\_ \* **Assists in mentoring of adjunct faculty.**
- \_\_\_ \* **Stays current in discipline or program.**
- \_\_\_ \* **Stays current in reference to teaching methodology.**
- \_\_\_ Maintains professional certifications in field as required by accrediting agencies.

**Rating:** Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

## II. Specific Responsibilities for Teaching Faculty

- \_\_\_ Prepares and distributes a comprehensive course syllabus during the first week of class that conforms to official course outlines.
- \_\_\_ Provides appropriate measure of instruction for each class section and holds classes in accordance with the approved schedule.
- \_\_\_ Posts and maintains assigned office hours.
- \_\_\_ Prepares substitution assignments for faculty colleagues when absent and fills in for colleagues when they are absent as appropriate.
- \_\_\_ **\* Reflects upon student feedback.**
- \_\_\_ **\* Promotes an effective learning environment.**
  - \_\_\_ Participates in departmental selection of instructional materials.
  - \_\_\_ Administers a final exam or other instructional activity during exam time in accordance with College procedures.
  - \_\_\_ Ensures that any course, or portion thereof, meets all specific criteria when governed by a commission or regulatory agency.
- \_\_\_ **\* Engages in ongoing curriculum development in specific courses and programs.**

**Rating:**      Exemplary      Satisfactory      Needs Improvement      Unsatisfactory

## II. Specific Responsibilities for Counselors

- Maintains a thorough and current knowledge of professional counseling theory and practice.
- Maintains and communicates a thorough knowledge of College and university programs, policies, procedures, and other advising requirements that affect student success and goal attainment.
- \* **Provides a broad range of counseling services designed to enhance student success.**
  - Provides a broad range of career development services designed to enhance student success.
  - Supports the orientation of new students.
  - Provides a broad range of assessment services designed to enhance student success.
- \* **Provides students with a broad range of intervention and retention services designed to enhance student success.**
  - Provides instructional services in support of counseling services and goals.
  - Supports the appropriate use of technology to enhance student access and increase the effectiveness and efficiency of student success services.
- \* **Consults with other faculty, College staff, community resources, and students to support student development goals.**
  - Provides prospective and current students with information about College resources and services.
- \* **Develops up-to-date materials, procedures, training, and resources to support and improve College, campus, and student development goals and operations.**
  - Advocates goals, programs, and services that support student development and success and participates in related planning.
  - Identifies student needs and refers students to appropriate internal and external resources.
  - Contributes to efforts to evaluate services and programs.

**Rating:**      Exemplary      Satisfactory      Needs Improvement      Unsatisfactory      NA

## II. Specific Responsibilities for Librarians

- \_\_\_ Stays current in discipline and assists students, faculty and staff in the use of information science and technology.
- \_\_\_ Develops student skill in finding, evaluating and using information.
- \_\_\_ **\* Collaborates with other faculty and the assessment and certification center on the implementation and ongoing evaluation of the information literacy graduation requirement.**
- \_\_\_ Develops, explains and promotes the use of library resources, including accompanying equipment and software to students, faculty, and staff.
- \_\_\_ Provides collection development to support the curriculum, collection maintenance and collection management.
- \_\_\_ **\* Provides information and instruction in the use of library resources.**
- \_\_\_ **\* Serves as a resource in support of curriculum and instructional activities.**
- \_\_\_ Prepares library resources for use by students, faculty and staff.
- \_\_\_ Plans, conducts and evaluates in-service training for LRC staff as required.
- \_\_\_ Develops budget recommendations, budget requests and monitors budget expenditures.
- \_\_\_ Maintains and interprets statistical data, records, report and inventories as needed.

**Rating:**            Exemplary            Satisfactory            Needs Improvement            Unsatisfactory            NA

**Overall Rating:**

\_ Exemplary      Satisfactory      Needs Improvement      Unsatisfactory      NA

Summary Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

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

*(The signature of the faculty member does not necessarily imply agreement with the evaluation.)*

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

~~Executive Chair/Campus President~~ Associate Provost/Associate Vice President/ Executive Director: \_\_\_\_\_

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

**FSCJ Student Evaluation of Instruction (SEI)****Response Categories:**

- A) Strongly Agree
- B) Agree
- C) No Opinion
- D) Disagree
- E) Strongly Disagree

1. My professor presented the subject matter clearly.
2. My professor displayed enthusiasm when teaching.
3. My professor had a style of presentation which encouraged me to learn.
4. My professor taught his/her stated course objectives.
5. My professor was open to questions or comments when they were appropriate.
6. My professor was available to help me during POSTED office hours.
7. My professor explained what was expected of me.
8. My professor provided written course policies.
9. My professor provided feedback on all my work quickly enough to benefit me.
10. I would recommend this professor to another student.
11. My professor clearly explained how I was to be graded at the beginning of the course.
12. My professor used methods of evaluation that were clearly related to the objectives in the course.
13. My professor showed concern for my educational needs.
14. My professor treats students with respect.
15. My professor's use of technology enhanced my learning.
16. My professor's use of Discussion Board contributed to my learning.
17. My professor responded to my questions in a timely fashion.
18. My professor encouraged student-to-student interaction.
19. I was satisfied with the availability of course materials and library resources provided by my professor.
20. My professor taught the course so that I felt actively involved in my learning or in what I was learning.





**APPENDIX 'C'**

## **BEST PRACTICES**

The following is a brief summary of the Seven Principles of Good Practice in Undergraduate Education as compiled in a study supported by the American Association of Higher Education, the Education commission of the States, and The Johnson Foundation.

### **1. Good Practice Encourages Student-Faculty Contact**

Frequent student-faculty contact in and out of classes is the most important factor in student motivation and involvement. Faculty concern helps students get through rough times and keep on working. Knowing a few faculty members well enhances students' intellectual commitment and encourages them to think about their own values and future plans.

### **2. Good Practice Encourages Cooperation Among Students**

Learning is enhanced when it is more like a team effort than a solo race. Good learning, like good work, is collaborative and social, not competitive and isolated. Working with others often increases involvement in learning. Sharing one's own ideas and responding to others' reactions improves thinking and deepens understanding.

### **3. Good Practice Encourages Active Learning**

Learning is not a spectator sport. Students do not learn much sitting in classes listening to teachers, memorizing pre-packaged assignments and spitting out answers. They must talk about what they are learning, write about it, relate it to past experiences, and apply it to their daily lives. They must make what they learn part of themselves.

### **4. Good Practice Gives Prompt Feedback**

Knowing what you know and don't know focuses learning. Students need appropriate feedback on performance to benefit from courses. In getting started, students need help in assessing existing knowledge and competence. In classes, students need frequent opportunities to perform and receive suggestions for improvement. At various points during college, and at the end, students need changes to reflect on what they have learned, what they still need to know, and how to assess themselves.

### **5. Good Practice Emphasizes Time on Task**

Time plus energy equals learning. There is no substitute for time on task. Learning to use one's time well is critical for students and professionals alike. Students need help in learning effective time management. Allocating realistic amounts of time means effective learning for students and effective teaching for faculty. How an institution defines time expectations for students, faculty, administrators, and other professional staff can establish the basis for high performance for all.

**6. Good Practice Communicates High Expectations**

Expect more and you will get it. High expectations are important for everyone – for the poorly prepared, for those unwilling to exert themselves, and for the bright and well motivated. Expecting students to perform well becomes a self-fulfilling prophecy when teachers and institutions hold high expectations of themselves and make extra efforts.

**7. Good Practice Respects Diverse Talents and Ways of Learning**

There are many roads to learning. People bring different talents and styles of learning to college. Brilliant students in the seminar room may be all thumbs in the lab or art studio. Students rich in hands-on experience may not do so well with theory. Students need the opportunity to show their talents and learn in ways that work for them. Then they can be pushed to learning in new ways that do not come so easily.

**APPENDIX 'D'**



**Program Objectives:** Explain briefly using the selection criteria.

1. The objectives of your sabbatical.

\*If your objective is a program of study at a university, include courses to be taken and college to be attended along with supportive documentation.

\*If your objective is writing/publishing, include a description of the work proposed/in progress. If your proposal is externship or collaboration with business, include supportive detail of the objectives, benefit to the program, students, and compensation proposal.

\*If your proposal does not fall into either of these categories, include sufficient supportive detail along with your objectives.

2. How your sabbatical relates to your current position at the College.

3. How your sabbatical will be of benefit to FSCJ.

**Attach separate sheets as needed.**

**Budget:** To determine funding needed to grant the sabbatical, the following budget information must be provided. Forward pages 1 and 3 of this application to the Payroll Department, AO, Room 306E.

1. Faculty Name: \_\_\_\_\_

2. Faculty Position Title: \_\_\_\_\_

3. Position Code: \_\_\_\_\_

\_\_\_\_\_ 4. Faculty's current base annual salary plus benefits

\_\_\_\_\_ 5. 70% of faculty's current base annual salary plus 26%

\_\_\_\_\_ 6. Subtract line 5 from line 4 to determine funds available for replacement faculty

\_\_\_\_\_ 7. Cost for replacement of faculty member on sabbatical is either (a) cost of replacement by adjunct faculty, or (b) cost of replacement by temporary full-time faculty appointment

\_\_\_\_\_ 8. Salary funds available in operational budget if faculty is on sabbatical

\_\_\_\_\_  
Payroll Director

\_\_\_\_\_  
Date

**Faculty Member's Work Assignment** (to be completed by immediate supervisor)

Describe faculty member's normal on campus work assignment during period of requested sabbatical.

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

Describe how the faculty member's on campus normal work assignment will be handled during the sabbatical period.

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

**Proposal Acknowledgement and Support:** The following signatures and dates must be obtained to complete the application process.

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

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**Immediate Supervisor**

**Date**

\*\*\*\*\*

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

---



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**Appropriate Campus Dean**

**Date**

\*\*\*\*\*

Committee Recommendation

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**Signatures of Committee Members**

**Date**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\*\*\*\*\*

- \_\_\_\_\_ I support the proposed sabbatical
- \_\_\_\_\_ Resubmit with changes
- \_\_\_\_\_ I do not support the proposed sabbatical

---



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**Executive Chair/Campus President**

**Date**



**ACTION OF COLLEGE PRESIDENT:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX 'E'**

This Appendix expires at the end of the 2024-25 academic year.

**Appendix E**  
**PARTIAL POINTS CALCULATION**  
**Workload Units (WLU) calculation**

**Category A: LECTURE COURSES**

College-credit courses where contact hours (per week, 16-week term) equal credit hours

$$1 \text{ contact hour} = 1 \text{ WLU}$$

Example: AMH 2010: 3 contact hours/week = 3 WLU

**Category B: LAB COURSES**

College-credit courses where contact hours (per week, 16-week term) do not equal credit hours In these cases, there is a lab/clinical activity that affects WLU values for the course.

$$1 \text{ lecture hour} = 1 \text{ WLU}$$

**BASE LOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	1.0 WLU
Each supervised laboratory contact hour point	=	1.0 WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	1.0 WLU
Each unsupervised foreign language point	=	0.0 WLU
Each physical education activity contact hour point	=	1.0 WLU
Each rehearsal contact hour point	=	1.0 WLU
Each studio or seminar contact hour point	=	1.0 WLU
Each lecture/laboratory combination contact hour point	=	1.0 WLU

*(Applied music courses that meet for .5 contact hour (30 minutes) will be assigned .5 of a workload unit point per student for each 30 minutes of instruction. In addition, applied music courses that meet for 1 contact hour will be assigned 1.0 workload unit point per student.)*

**SAMPLE BASE LOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	1.0 (preparation)
Dental (DEH)	=	1.0 (clinical/practice lab)
Emergency Medical Services (EMS)	=	1.0 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	1.0 (administratively assigned)*
Music (with the term "Applied")	=	0.5 per 0.5 contact hour/per student; 1.0 per contact hour/per student
Music (with the term "Class")	=	1 to 1
Nursing (NUR)	=	1.0 (lab)
Nursing (NUR)	=	1.0 (clinical)
Physical Education (Activity)	=	1.0
Physical Education (Performance-based labs)	=	1 to 1
Respiratory	=	1.0 (clinical/lab)
Sciences	=	1.0 (special type of preparation lab)
Aviation (AMT,ATF)	=	1.0

**OVERLOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	0.7 WLU
Each supervised laboratory contact hour point	=	0.5 WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	0.8 WLU
Each unsupervised foreign language point	=	0.0 WLU
Each physical education activity contact hour point	=	0.5 WLU
Each rehearsal contact hour point	=	1.0 WLU
Each studio or seminar contact hour point	=	0.5 WLU
Each lecture/laboratory combination contact hour point	=	1.0 WLU

**SAMPLE OVERLOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*
Music (with the term "Applied")	=	0.35 per 0.5 contact hour/per student; 0.7 per contact hour/per student
Music (with the term "Class")	=	1 to 1
Nursing (NUR)	=	0.7 (lab)
Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*

**Category C: INTERNSHIPS AND PRACTICUMS**

Internships and practicums are calculated based on the number of students. Generally, a Load Value of 3 is calculated for classes with 12 or more students. If under 12 students, the Dean may offer a stipend calculated at .07 times the appropriate overload rate (up to 3 workload units) times the number of students.

**Category D: ~~BASE~~ LOAD VALUE FOR NON-CREDIT COURSES**

Area of Study	Total Course Contact Hours per Term (where applicable)	Faculty Workload Units	Formula
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 150	3.84 (WLU) per course 6.0 (WLU) per course	No formula, standard administratively assigned (WLU) [150 contact hours and 6.0 WLUs for ELL 0101, 0102, 0103, 0117, 0217, 0317, 0417, 0517, 0617, 0627, 0717, 0817, 0827; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]
<u>PSAV</u> <u>Career</u> <u>Certificate</u>	Variable	Formula for (WLU)	Contact hours divided by 25 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 25 for faculty (WLU)

**OVERLOAD VALUE FOR NON CREDIT COURSES**

<b>Area of Study</b>	<b>Total Course Contact Hours per Term (where applicable)</b>	<b>Faculty Workload Units</b>	<b>Formula</b>
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 150	3.84 (WLU) per course 6.0 (WLU) per course	No formula, standard administratively assigned (WLU) [150 contact hours and 6.0 WLUs for ELL 0101, 0102, 0103, 0117, 0217, 0317, 0417, 0517, 0617, 0627, 0717, 0817, 0827; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]
PSAV	Variable	Formula for (WLU)	Contacts hours divided by 30 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 30 for faculty (WLU)

\* (Information Technology courses with a 3 lecture, 1 lab and the credit hour value is 4 = 4 Load Value; however, if the IT course has 3 lecture, 1 lab and only 3 credits charged, the Base Load Value = 4.0 and the Overload Value = 3.7.)

**APPENDIX 'E'**

This Appendix is effective at the beginning of the 2025-26 academic year.

**Appendix E**  
**PARTIAL POINTS CALCULATION**  
**Workload Units (WLU) calculation**

**Category A: LECTURE COURSES**

College-credit courses where contact hours (per week, 16-week term) equal credit hours

$$1 \text{ contact hour} = 1 \text{ WLU}$$

Example: AMH 2010: 3 contact hours/week = 3 WLU

**Category B: LAB COURSES**

College-credit courses where contact hours (per week, 16-week term) do not equal credit hours. In these cases, there is a lab/clinical activity that affects WLU values for the course.

$$1 \text{ lecture hour} = 1 \text{ WLU}$$

**BASE LOAD VALUE BY GENERAL LABORATORY TYPE**

Each preparation laboratory contact hour point	=	1.0 WLU
Each supervised laboratory contact hour point	=	1.0 WLU
Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour	=	1.0 WLU
Each unsupervised foreign language point	=	0.0 WLU
Each physical education activity contact hour point	=	1.0 WLU
Each rehearsal contact hour point	=	1.0 WLU
Each studio or seminar contact hour point	=	1.0 WLU
Each lecture/laboratory combination contact hour point	=	1.0 WLU

*(Applied music courses that meet for .5 contact hour (30 minutes) will be assigned .5 of a workload unit point per student for each 30 minutes of instruction. In addition, applied music courses that meet for 1 contact hour will be assigned 1.0 workload unit point per student.)*



**SAMPLE BASE LOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	1.0 (preparation)
Dental (DEH)	=	1.0 (clinical/practice lab)
Emergency Medical Services (EMS)	=	1.0 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	1.0 (administratively assigned)*
Music (with the term "Applied")	=	0.5 per 0.5 contact hour/per student; 1.0 per contact hour/per student
Music (with the term "Class")	=	1 to 1
Nursing (NUR)	=	1.0 (lab)
Nursing (NUR)	=	1.0 (clinical)
Physical Education (Activity)	=	1.0
Physical Education (Performance-based labs)	=	1 to 1
Respiratory	=	1.0 (clinical/lab)
Sciences	=	1.0 (special type of preparation lab)
Aviation (AMT,ATF)	=	1.0

**OVERLOAD VALUE BY GENERAL LABORATORY TYPE**

<del>Each preparation laboratory contact hour point</del>	=	<del>0.7</del> WLU
<del>Each supervised laboratory contact hour point</del>	=	<del>0.5</del> WLU
<del>Each clinical/laboratory (dental hygiene, respiratory therapy, physical therapy) contact point hour</del>	=	<del>0.8</del> WLU
<del>Each unsupervised foreign language point</del>	=	<del>0.0</del> WLU
<del>Each physical education activity contact hour point</del>	=	<del>0.5</del> WLU
<del>Each rehearsal contact hour point</del>	=	<del>1.0</del> WLU
<del>Each studio or seminar contact hour point</del>	=	<del>0.5</del> WLU
<del>Each lecture/laboratory combination contact hour point</del>	=	<del>1.0</del> WLU

**SAMPLE OVERLOAD VALUE BY DISCIPLINARY LAB TYPE**

Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*
Music (with the term "Applied")	=	0.35 per 0.5 contact hour/per student; 0.7 per contact hour/per student
Music (with the term "Class")	=	1 to 1
Nursing (NUR)	=	0.7 (lab)
Culinary Arts Labs	=	0.7 (preparation)
Dental (DEH)	=	0.8 (clinical/practice lab)
Emergency Medical Services (EMS)	=	0.7 (preparation lab/clinical)
Information Technology (CGS, CTS)	=	0.7 (administratively assigned)*

**Category C: INTERNSHIPS AND PRACTICUMS**

Internships and practicums are calculated based on the number of students. Generally, a Load Value of 3 is calculated for classes with 12 or more students. If under 12 students, the Dean may offer a stipend calculated at .07 times the appropriate overload rate (up to 3 workload units) times the number of students.

**Category D: LOAD VALUE FOR NON-CREDIT COURSES**

Area of Study	Total Course Contact Hours per Term (where applicable)	Faculty Workload Units	Formula
Adult Ed	64	2.56 (WLU) per course	No formula, 2.56 standard administratively assigned (WLU) for Adult Ed
ESOL	96 150	3.84 (WLU) per course 6.0 (WLU) per course	No formula, standard administratively assigned (WLU) [150 contact hours and 6.0 WLUs for ELL 0101, 0102, 0103, 0117, 0217, 0317, 0417, 0517, 0617, 0627, 0717, 0817, 0827; the other 23 ESOL Courses are 96 contact hours and 3.84 WLUs]
Career Certificate	Variable	Formula for (WLU)	Contact hours divided by 25 for faculty (WLU)
Continuing Workforce Education	Variable	Formula for (WLU)	Contacts hours divided by 25 for faculty (WLU)

~~\* (Information Technology courses with a 3 lecture, 1 lab and the credit hour value is 4 = 4 Load Value; however, if the IT course has 3 lecture, 1 lab and only 3 credits charged, the Base Load Value = 4.0 and the Overload Value = 3.7.)~~

**APPENDIX 'F'**



### Faculty Dissimilar Position Notification Form

In accordance with Article 18, Reduction in Force, of our Faculty Collective Bargaining Agreement:

*...for period of six (6) months following such a displaced employee's termination date, the individual displaced pursuant thereto shall be offered an interview for an opening in a position dissimilar to the*

*individual's position eliminated in the Reduction in Force, provided the individual is interested, qualified and applies through the College's job application system. Additionally, the displaced employee is responsible for submitting the Faculty Dissimilar Position Notification Form to Human Resources by the close date or first review date of the applicable position.*

*The provisions of this rule shall be applicable only to full-time faculty whose positions are not funded from categorical, sponsored, contracted or project fund sources.*

#### Directions:

This form must be completed and submitted as an attachment to [employment@fscj.edu](mailto:employment@fscj.edu) each time you have successfully submitted your online job application to an open FSCJ position dissimilar to your eliminated position.

Your online job application must be submitted prior to the specified Review/Close date of the open position.

Submitting this Reduction in Force Preference form does not guarantee that you will be selected for your desired position(s).

**Reduction in Force Termination Date:** \_\_\_\_\_

#### Applicant Information:

Name:

**Dissimilar Job Application Information:** (complete and submit another Faculty Dissimilar Position Notification Form for each additional job application to [employment@fscj.edu](mailto:employment@fscj.edu))

Job Title:	Job Posting ID #:	Date of Successfully Submitted Application:	Review/Close Date of Position:

Signature: \_\_\_\_\_

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

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A - 3.**

Subject:	Human Resources: Vacation Leave December Cash-Out
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve for full-time non-instructional employees to cash-out up to 40 hours of vacation leave hours to be paid on their December 8, 2023 paycheck.

**BACKGROUND:** This will allow full-time non-instructional employees to access additional funds prior to the end of the year.

Eligible employees may elect to cash-out up to a maximum of 40 hours of vacation leave in whole numbers so long as the remaining balance equals 40 hours or more of vacation leave. Sick leave hours and personal sick leave hours are not eligible for this cash-out.

Vacation leave cashed out as part of this December 2023 cash-out option is separate from any final leave cash-out paid to a terminated employee in accordance with APM 03-1003. Employees who choose to utilize this cash-out option will still remain eligible to have up to 240 hours of their available vacation leave paid out to them upon termination of employment.

**RATIONALE:** Accrual of vacation leave is an important component of the employee's benefit package and is a significant tool in retention and recruitment. This cash-out of accrued vacation leave will provide eligible employees an opportunity to receive additional income at the holidays while reducing vacation leave balances.

**FISCAL NOTES:** The total financial impact estimated for this increase could be up to an amount of \$756,365.00.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 4.**

Subject:	Finance: Application Fees
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the amendments to the Application Fee as indicated in the table below effective Spring Term 2024, pursuant to Board Rule 6Hx7-4.19.

**BACKGROUND:** Board Rule 6Hx7-4.19, Fees, Charges and Refunds, provides the authority for the College to charge student fees. Florida Statute 1009.23(12)(a) provides for the District Board of Trustees to assess application fees. Application fees are assessed to all applicants in College Credit and Career Certificate programs unless otherwise prohibited by Florida Statute or Board Rule.

<b>Instructional Program</b>	<b>Current Application Fee/Process</b>	<b>Proposed Application Fee/Process</b>
Upper and Lower-Level College Credit (Advanced & Professional, Postsecondary Vocational, Educator Prep Institution)	\$25 Collected at time application is submitted Associate Degree \$25 Baccalaureate Degree \$25*  Separate application fees charged for Associate Degree and Baccalaureate Program admission  * Application fee is waived for students with an FSCJ Associate Degree.	\$25  One application fee charged at the time of initial registration regardless of Instructional Program
Career Certificate and Applied Technology	\$25  Collected at time application is submitted	

**RATIONALE:** The Application Fee modification aims to enhance administrative efficiency and fairness for our students. Eliminating separate application fees for Associate, Baccalaureate and Career Certificate programs, and charging one single application fee at the time of initial registration will provide a more equitable experience for students.

**FISCAL NOTES:** Separate Application Fees are charged to 690 students on average. The budgetary impact is expected to be a \$17,250 loss in revenue annually.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 5.**

Subject:	Finance: Fiscal Year 2023-24 Operating Budget Amendment No. 2
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve Amendment No. 2 to the Fiscal Year 2023-24 Operating Budget.

**BACKGROUND:** The District Board of Trustees approved the College's Operating Budget on June 13, 2023, and approved Amendment No. 1 on September 12, 2023.

<b><u>Budget Amendment #2, FY 2023-24</u></b>	<b>Current Budget</b>	<b>Changes</b>	<b>Revised Budget</b>
<b><u>Opening Reserves July 1, 2023</u></b>			
Designated Reserve for Insurance	\$ 3,830,000	\$	\$ 3,830,000
Unrestricted Board Reserve	19,097,413		19,097,413
Total Reserves	\$ 22,927,413	\$	\$ 22,927,413
Tuition and Fees	\$ 44,940,390	\$ 2,371,044	\$ 47,311,434
State Appropriations	91,948,961		91,948,961
Other Revenue	3,447,663		3,447,663
Total Revenue	\$ 140,337,014	\$ 2,371,044	\$ 142,708,058
Total Available Funds	<b>\$ 163,264,427</b>	<b>\$ 2,371,044</b>	<b>\$ 165,635,471</b>
Personnel	\$ 109,160,580		\$ 109,160,580
Current Expense	31,038,140		31,038,140
Transfers	0		0
Equipment	2,069,339	\$ 440,000	2,509,339
Total Expenses	\$ 142,268,058	\$ 440,000	\$ 142,708,058
<b><u>Year-end Reserves, June 30, 2024</u></b>			
Designated Reserve for Insurance	\$ 3,830,000		\$ 3,830,000
Unrestricted Board Reserve	17,166,369	\$ 1,931,044	19,097,413
Total Reserves	\$ 20,996,369	\$ 1,931,044	\$ 22,927,413
Total Expenses and Reserves	<b>\$ 163,264,427</b>	<b>\$ 2,371,044</b>	<b>\$ 165,635,471</b>



This budget amendment increases Tuition and Student Fee Revenue Budget by \$2,371,044. This increase in revenue is due to increases in enrollment realized for Fall Term through September 30, 2023. This amendment increases the Equipment Expense Budget by \$440,000 for educational equipment for expansion of Nursing to Deerwood Center and Nassau Center for Spring Term.

**RATIONALE:** State Board of Education Rule 6A-14.071 authorizes college boards to amend budgets in compliance with laws, rules, and accepted educational and fiscal principles.

**FISCAL NOTES:** The net of the items listed above increases the Fiscal Year 2023-24 Operating Expenditure Budget by \$440,000 and the Revenue Budget by \$2,371,044.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 6.**

Subject:	Finance: FSCJ ACCESS Program
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the FSCJ ACCESS Program for Spring Term 2024, pursuant to Board Rule 6Hx7-4.19.

**BACKGROUND:** Florida Statutes 1009.22(9) Workforce education postsecondary student fees and 1009.23(12) Florida College System institution student fees allow the assessment of user fees. State Board Rule 6A-14.054(6), Student Fees, provides that each board of trustees may establish user fees in addition to tuition fees for services that incur unusual costs (specialized software and equipment, equipment and software maintenance, tests, kits, materials, insurance and others). These fees shall not exceed the cost of the goods or services provided and shall only be charged to students or agencies receiving those goods or services.

Florida Statutes allow inclusive access programs when there is documented evidence that the options reduce the cost of textbooks and course materials for students. Students enrolling in courses under this program benefit from significantly reduced textbook costs, as publishers are willing to sell for less when more students purchase the course materials. In most cases, the FSCJ ACCESS program utilizes electronic textbooks and online software. In accordance with Florida Statute 1004.085, Textbook and Instructional Materials Affordability, the FSCJ ACCESS program will utilize an opt-out approach, where students are charged for their books along with their tuition in the participating courses unless the student opts-out of the program. The additional course fees would be exactly what the bookstore provider charges for the course materials. Students enrolled in FSCJ ACCESS classes for Fall Term 2023 had total savings of \$940,000.

**RATIONALE:** The bookstore is able to provide course materials at lower costs due to volume and contractual arrangements with publishers that allow for the lowest cost for course materials when an inclusive access program is employed. This will ensure access to required resource material on the first day of classes for everyone in the FSCJ ACCESS class and will provide course materials at lower costs. This will guarantee the lowest cost to students because the College is able to secure a below competitive market rate for the material by purchasing in bulk.

**FISCAL NOTES:** This will have no net fiscal impact on the College.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A – 7.**

<b>Subject:</b>	Academic Affairs: Activation of Barbering Career Certificate Program
<b>Meeting Date:</b>	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the activation of the Barbering (900 clock hours) Career Certificate program, effective in the Fall Term 2024.

**BACKGROUND:** The Barbering (900 clock hours) Career Certificate program has been recommended for activation by the College's Curriculum Committee and approved by the Provost/Vice President of Academic Affairs. The activated program will have new student enrollments beginning with the Fall Term 2024.

The program was developed in response to requests from the Business and Industry Leadership Team (BILT) members as well as graduates of the College's existing Cosmetology Career Certificate program who expressed a desire to continue their education. The purpose of the program is to prepare students for employment as barbers by offering a sequence of courses that provide coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills.

The program curriculum is designed to qualify students for employment upon successfully passing the Florida Barber License Examination. The content includes but is not limited to Florida barber law and rules; knowledge of barbering and its related chemistry; bacteriology; anatomy and physiology; development of skill in performing the manipulative technique required in the practice of barbering; safe and efficient work practices; communication skills; leadership skills; and human relations skills.

**RATIONALE:** It is anticipated that the implementation of this Career Certificate program will provide graduates with occupation-specific skills that contribute to their ongoing academic knowledge, higher-order reasoning, problem-solving abilities and general employability skills.

**FISCAL NOTES:** The financial impact of this program is comprehended in the College's budget.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A - 8.**

Subject:	Academic Affairs: Inactivation of Diesel Systems Career Certificate Program
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the inactivation of the Diesel Systems (1,800 clock hours) Career Certificate program, effective at the end of Fall Term 2023.

**BACKGROUND:** The Diesel Systems (1,800 clock hours) Career Certificate program has been recommended for inactivation by the College's Curriculum Committee and approved by the Provost/Vice President of Academic Affairs. The inactivated program will have no new student enrollments beginning with Spring Term 2024 per SACSCOC guidelines.

The program was originally designed to provide comprehensive training for those students who were interested in commercial vehicle and diesel truck maintenance within the Transportation Career Cluster. However, total program enrollment has experienced a significant decline over the past few academic terms.

Following a comprehensive program review, it was determined that there has been a total of twenty-one (21) student enrollments within the past three (3) academic years [2022-2023 (6), 2021-2022 (6) and 2020-2021 (9)]. There are currently no full-time faculty members assigned to this financial aid-eligible program.

Because of the decline in enrollment and the lack of full-time faculty, it was determined to be in the best interest of the students and the College to inactivate the Diesel Systems (1,800 clock hours) program.

**RATIONALE:** There are no students currently enrolled in the program being inactivated; however, past term students have been notified by letter and email correspondence. As part of the College's curricular inventory, all courses within the existing program will be available through Fall Term 2023. Further, it is anticipated that the identified past-term students will be graduated at the end of the term as they are in the final phase of their coursework. Additionally, no other programs will be adversely affected.

**FISCAL NOTES:** No fiscal impact is anticipated.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A - 9.**

Subject:	Academic Affairs: Inactivation of Diesel Systems I Career Certificate Program
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the inactivation of the Diesel Systems I (1,050 clock hours) Career Certificate program, effective at the end of Fall Term 2023.

**BACKGROUND:** The Diesel Systems I (1,050 clock hours) Career Certificate program has been recommended for inactivation by the College's Curriculum Committee and approved by the Provost/Vice President of Academic Affairs. The inactivated program will have no new student enrollments beginning with Spring Term 2024 per SACSCOC guidelines.

The program was originally designed as an embedded option within the larger Diesel Systems (1,800 clock hours) Career Certificate program to provide students with a secondary credential and serve as a mid-completion point for those students who were interested in commercial vehicle and diesel truck maintenance within the Transportation Career Cluster. However, there has been no enrollment over the past few academic terms.

Following a comprehensive program review, it was determined that there has been a total of zero (0) student enrollments within the past three (3) academic years [2022-2023 (0), 2021-2022 (0) and 2020-2021 (0)]. There are currently no full-time faculty members assigned to this financial aid-eligible program.

Because of the lack of enrollment and full-time faculty, it was determined to be in the best interest of the students and the College to inactivate the Diesel Systems I (1,050 clock hours) program.

**RATIONALE:** There are no students currently enrolled in the program being inactivated. As part of the College's curricular inventory, all courses within the existing program will be available through Fall Term 2023. These courses are also included within the parent Diesel Systems (1,800 clock hours) Career Certificate program. Additionally, no other programs will be adversely affected.

**FISCAL NOTES:** No fiscal impact is anticipated.

**Florida State College at Jacksonville  
District Board of Trustees**

**AGENDA ITEM NO. A -10.**

Subject:	Academic Affairs: Inactivation of Computer Related Crime Investigations Associate in Science Program
Meeting Date:	November 14, 2023

**RECOMMENDATION:** It is recommended that the District Board of Trustees approve the inactivation of the Computer Related Crime Investigations (60 credits) Associate in Science program, effective at the end of Fall Term 2023.

**BACKGROUND:** The Computer Related Crime Investigations (60 credits) Associate in Science program has been recommended for inactivation by the College's Curriculum Committee and approved by the Provost/Vice President of Academic Affairs. The inactivated program will have no new student enrollments beginning with Spring Term 2024 per SACSCOC guidelines.

The program was originally designed to provide students with the required education and training to identify and investigate computer-related crimes and obtain employment as municipal, county, state, federal and/or corporate investigators using the latest techniques of modern computer crime investigation. However, total program enrollment has experienced a significant decline over the past few academic terms.

Following a comprehensive program review, it was determined that there has been a total of sixty (60) student enrollments within the past three (3) academic years [2022-2023 (21), 2021-2022 (20) and 2020-2021 (19)]. There are currently no full-time faculty members assigned to this financial aid-eligible program.

Because of the decline in enrollment and the lack of full-time faculty, it was determined to be in the best interest of the students and the College to inactivate the Computer Related Crime Investigations (60 credits) program.

**RATIONALE:** There are no students currently enrolled in the program being inactivated; however, past term students have been notified by letter and email correspondence. As part of the College's curricular inventory, a capstone course specific to the program will be available through Summer Term 2026. All other coursework will remain active as it is included in a variety of other programs offered at the College. Additionally, no other programs will be adversely affected.

**FISCAL NOTES:** No fiscal impact is anticipated.

**Florida State College at Jacksonville  
District Board of Trustees**

**INFORMATION ITEM I – A.**

Subject:	Human Resources: Personnel Actions
Meeting Date:	November 14, 2023

**INFORMATION:** The Personnel Actions since the previous Board Meeting are presented to the District Board of Trustees for information.

**BACKGROUND:** This listing provides the District Board of Trustees a timely notification of all recently hired personnel.

**FISCAL NOTES:** The costs of all personnel actions are covered by the College's annual salary budget or from grant or auxiliary funding.

**Faculty, Administrative, Professional and Career Appointments Since Previous Board Meeting  
as of November 14, 2023**

**Faculty Full-Time Appointments**

Kinney	Elizabeth
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**Job Title**

Professor of Medical Assisting
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**A&P Full-Time Appointments**

Ashbrook	Sarah
Cotton	Kevin
Dopson	Brian
Guine	Naita
Lambert	Christopher
Mills paw	Kathryn

**Job Title**

Facilities Planner
Director of Student Recruitment
Interim Dean of Information Technology
Director Program Development
Vice President for Advancement and Executive Director of the Foundation
Instructional Program Manager

**Career Full-Time Appointments**

Bruno	Jacqueline
Cain	David
Clark	Kirk
DeVries	Teresa
Ejankowski	Sierra
Felder	Sonya
Green	Dawn
Harris	Latesha
Hayes	Andrea
Herazo	Amanda
Key	Cheryl
Lee	Malenie
Logan	Rebecca
Lowe	Ashley
Lucas	Charlsie
Miller	Julie
Miller	Katherine
Murkey	Lakina
Parkinson	Fiona
Paschal-Lester	Sylvia
Peacock	Marina
Schnusenberg	Lynda
Schwimmer	Iris
Smith	Scott
Soto	Erika
Stewart	Kerri
Turner	Kevin
Ben	Tommy
Williams	Devon
Williams	Leila
Williams	Mary

**Job Title**

Enrollment Coach
Tradesworker Specialist
Senior Plant Service Worker
Vision Rehabilitation Case Manager/Career Specialist
Administrative Assistant III
Coordinator of Student Conduct and Title IX
Student Success Advisor I
Student Records Coordinator
Administrative Assistant III
Student Success Advisor I
Business Office Coordinator
Military Student Records Transcript Evaluator
Security Officer
Administrative Services Support Specialist
Assessment Coordinator
Library Manager
Plant Service Worker
Plant Service Worker
Student Success Advisor I
Clinical Liaison
Interim Culinary Program Food Service Manager
Simulation Lab Coordinator
Vision Rehabilitation Case Manager/Career Specialist
Enrollment Coach
Campus Operations Coordinator
Academic Department Coordinator
Journeyman Plumber
Administrative Assistant I
Laboratory Assistant
Box Office Assistant
Academic and Career Advisor

**Career Part-Time Appointments**

Bellino	Taryn
Britton	Briana
Brooks	Lawanda
Brown	Royce
Dhooper	Sachleen
Garrett	David
Jackson	Catherine
Lester	Mark
Luster	Reginald
Nguyen	Jenny
Pierce	Johnathan
Pierre	Indira
Seabrooks	Winston
Sharp	Daniel
Taylor	Jordyn
Wallace	Jacquelyn
Williams	Amoni

**Job Title**

Project Coordinator
Academic Tutor
Test Examiner
Program Facilitator I
Test Proctor
Test Proctor
Test Examiner
Laboratory Assistant
Test Proctor
House Manager
Administrative Assistant I
Patron Services Specialist
Program Facilitator I
Culinary Worker
Program Facilitator I
Administrative Assistant I
Clerical Specialist



**Florida State College at Jacksonville  
District Board of Trustees**

**INFORMATION ITEM I – B.**

<b>Subject:</b>	Purchasing: Purchase Orders Over \$195,000
<b>Meeting Date:</b>	November 14, 2023

**INFORMATION:** The following information is provided to the District Board of Trustees pursuant to Board Rule 6Hx7-5.1 for purchases greater than \$195,000.

Contract/ PO No.	Total	Supplier	Description	Authority
PO00015800	\$364,370	Presidio Corporation	Fortinet Data Center Firewall & Routing Equipment, Hardware, Software & Subscription Services	Purchase Authority: SBE 6A-14.0734(2)(a) & Board Rule 6Hx7-5.1 Strategic Technology Plan.

**BACKGROUND:** Board Rule 6Hx7-5.1 requires submittal of an Information Item listing purchase orders greater than \$195,000 that were purchased in accordance with State Board of Education (SBE) and College Board Rules.

**RATIONALE:** This listing provides the District Board of Trustees an opportunity to review all College purchases \$195,000 or greater. These purchases were made within State of Florida purchasing guidelines, State Contracts, and the College procurement procedures.

**FISCAL NOTES:** This purchase order utilized College restricted and unrestricted budgeted funds in the amount not to exceed \$364,370.

**Florida State College at Jacksonville  
District Board of Trustees**

**INFORMATION ITEM I – C.**

<b>Subject:</b>	Finance: Annual Property Inventory Report
<b>Meeting Date:</b>	November 14, 2023

**INFORMATION:** The College's annual property inventory report for the period ending June 30, 2023 is presented to the District Board of Trustees for information.

**BACKGROUND:** The District Board of Trustees is authorized to adopt rules, procedures and policies regarding College property by Florida Statute 1001.64(4) (b) and is charged with the responsibility for control of College owned tangible personal property by Section 1001.64(5) Florida Statutes. Tangible personal property is defined as assets that are moveable with a useful life greater than one year and non-consumable. A physical inventory of all College owned tangible personal property is conducted annually.

Board Rule 6Hx7-4.15(2), Safeguarding and Disposition of Property, indicates that property on the College inventory with a net book value of five thousand dollars (\$5,000.00) shall first be declared surplus to the needs of the College or declared cannibalized, lost, stolen, damaged or missing-at-inventory by the Vice President of Business Services or Associate Vice President of Finance. During Fiscal Year 2022-23, none of the assets surveyed for disposal had a net book value of \$5,000 or more. Board Rule 6Hx7-4.15(2) requires the College to submit to the Board an annual property report as an Information Item, including the deletion of property with a net book value of less than five thousand dollars (\$5,000) in accordance with Sections 274.05 and 274.06 of the Florida Statutes.

**RATIONALE:** The results of the College's physical inventory of tangible personal property for the period ending June 30, 2023 are shown in the attached chart. The College has \$42,926,374.39 (at original acquisition cost) in total assets with \$600,306.18 (1.398 %) reported as unable to be located, lost, or stolen. There were not any capitalized assets that had a net book value of \$5,000 or more.

The attached chart of missing property from 2004 to 2023 indicates the College inventory process is stable and demonstrates excellent control with twenty consecutive years with better than 99.79% accuracy. For fiscal year 2023 accuracy was at 98.6%.

**FISCAL NOTES:** There is no fiscal impact as a result of this item.

Subject: Finance: Annual Property Inventory Report  
(Continued)

<b>Beginning Inventory 07/01/22</b>					<b>A<sub>1</sub></b>	<b>4,561</b>	<b>A</b>	<b>\$ 40,968,415.25</b>
	Items Valued Less Than \$5,000		Items Valued More Than \$5,000		Total			
	# of Assets	Acquisition \$ Value	# of Assets	Acquisition \$ Value	# of Assets	Acquisition \$ Value		
Lost/Unable to locate	24	37,801.81	24	562,504.37		48		600,306.18
Stolen	0	-	0	-		0		-
<b>Subtotal/Deletions</b>	<b>24</b>	<b>\$ 37,801.81</b>	<b>24</b>	<b>\$ 562,504.37</b>		<b>48</b>		<b>\$ 600,306.18</b>
Damaged/Destroyed/ Obsolete/Worn Out	21	35,847.85	17	254,963.21		38		290,811.06
Returned to Agency	0	-	0	-		0		-
Cannibalized	2	5,350.00	2	14,589.40		4		19,939.40
<b>Subtotal/Deletions</b>	<b>23</b>	<b>\$ 41,197.85</b>	<b>19</b>	<b>\$ 269,552.61</b>		<b>42</b>		<b>\$ 310,750.46</b>
Trade in	0	-	0	-		0		-
Recycled	0	-	57	833,543.72		57		833,543.72
Donated	14	66,000.98	1	9,100.00		15		75,100.98
Sold	16	48,471.37	18	161,738.23		34		210,209.60
Other	0	-	0	-		0		-
<b>Subtotal/Deletions</b>	<b>30</b>	<b>\$ 114,472.35</b>	<b>76</b>	<b>\$ 1,004,381.95</b>		<b>106</b>		<b>\$ 1,118,854.30</b>
<b>Total Deletions</b>	<b>77</b>	<b>\$ 193,472.01</b>	<b>119</b>	<b>\$ 1,836,438.93</b>	<b>B<sub>1</sub></b>	<b>196</b>	<b>B</b>	<b>\$ 2,029,910.94</b>
Reinstated	0	-	0	-		0		-
<b>Total Reinstatements</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>C<sub>1</sub></b>	<b>0</b>	<b>C</b>	<b>-</b>
<b>Acquisitions FY23</b>	<b>41</b>	<b>\$ 97,761.71</b>	<b>169</b>	<b>\$ 3,890,108.37</b>	<b>D<sub>1</sub></b>	<b>210</b>	<b>D</b>	<b>\$ 3,987,870.08</b>
<b>Ending Inventory 6/30/23</b>					<b>E<sub>1</sub></b>	<b>4,575</b>	<b>E</b>	<b>\$ 42,926,374.39</b>

**Overall College Physical Inventory Analysis of Tangible Personal Property by Year  
(% of Acquisition Value of Unable to Locate or Stolen)**

