

Memorandum of Understanding

The State College of Florida Manatee-Sarasota Board of Trustees ("College") and the United Faculty of Florida – State College of Florida Manatee-Sarasota ("UFF-SCF"), (collectively referred to as the "Parties"), hereby agree to the following Memorandum of Understanding ("MOU"):

WHEREAS, the College and UFF-SCF are Parties to a collective bargaining agreement ("Agreement") that expires on September 29, 2023; and,

WHEREAS, the Parties are currently engaged in "reopener" negotiations for three collective bargaining articles pursuant to Article 27(A)(1) of the Agreement including Article 20: Faculty Performance Evaluation, Article 25: Compensation and Article 13: Contracts, and,

WHEREAS, the parties have reached tentative agreements regarding reopening of Article 20: Faculty Performance Evaluation and Article 25: Compensation on 4-7-2021 and 5-28-2021 respectively, and agree to resolve reopener negotiations without the need for further delay for these two articles for the current bargaining cycle, pending ratification,

NOW THEREFORE the parties agree as follows:

1. Upon signature and ratification by the bargaining unit and the College of this Memorandum of Understanding the terms tentatively agreed to in Articles 20 and 25 will go into effect pursuant to law and terms of the MOU and Agreement.
2. The terms agreed upon in the tentative agreements are displayed below for both parties' reference to confirm these are the terms tentatively agreed upon on 4-7-2021 and 5-28-2021.
3. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this Memorandum of Understanding cannot be amended or modified without express written consent of both Parties or as otherwise set forth in the Parties' Agreement.

ARTICLE 20: Faculty Performance Evaluation

20.1. Evaluation Objectives and Overview

- A. The Performance Evaluation process is intended to improve the quality of teaching or service performed by the bargaining unit members by encouraging and supporting professional development, promoting personal reflection, planning and establishing goals, and valuing self-assessment and experimentation. Evaluation results may be used for decisions related to assignments, non-renewal of annual contract, suspension, dismissal, return to annual contract or other personnel matters consistent with this Agreement. Furthermore, the evaluation process should include every aspect of the bargaining unit member's work assignment and should include a wide variety of information.
- B. The parties agree that with respect to bargaining unit members, the phrase "academic year" shall be defined as the 164 scheduled workdays as described in Article 10.2.A. of the agreement. The evaluation period for all

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bargaining unit members is the academic year. Faculty may be evaluated once each academic year. Faculty on annual contract or seeking to improve performance may be provided an opportunity for assessment of progress and feedback more often, but all observations and summaries will be consolidated into one formal evaluation.

- C. Bargaining unit member evaluations will be written in a form and format specified by the College, consistent with this Agreement, and using the college's evaluation tools.
- D. The evaluation of faculty is the responsibility of the Administration. The Administration shall not assign any portion of the Faculty Performance Evaluation of faculty members to other members of the bargaining unit except as otherwise noted in this Agreement.
- E. Student opinion surveys are intended to provide constructive feedback to faculty members to aid in personal and professional improvement.
- F. The Performance Evaluation shall be protected as confidential and exempt from Florida public records laws to the extent provided by 1012.81 Florida Statutes and other applicable laws.
- G. The overall Faculty Evaluation shall result in a determination of "Outstanding", "Exceeds Expectations", "Meets Expectations", "Needs Improvement" or "Unsatisfactory".
- H. Bargaining unit members will be entitled to have a UFF-SCF representative present during the pre-evaluation and post-evaluation conferences described below.

20.2. Steps and Components of the Performance Evaluation

- A. Bargaining unit member's performance evaluations shall normally consist of the following:
 - 1. Faculty Goals
 - 2. Pre-Evaluation Conference
 - 3. Formal Classroom Observation (performed as provided herein)
 - 4. Student Opinion Surveys
 - 5. Faculty Accomplishments and Self-Assessment
 - 6. Other documentation the faculty member may wish to be considered
 - 7. Faculty Performance Review including Overall Summary (narrative overall evaluation and conclusions)
 - 8. Post-Evaluation Conference
 - 9. Faculty Response (optional)
- B. Records pertaining to active investigations, disciplinary actions, and grievance proceedings may not be used or considered in the evaluation process until final determinations are rendered or they are considered final pursuant to F.S. 1012.81.

20.3. Evaluation Procedures

- A. Faculty Goals. Bargaining unit members will submit annual goals plans for development in accordance with the Academic Calendar for the current academic year. Faculty on continuing contract and returning annual

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contract faculty are encouraged to submit these documents in Spring of the previous academic year to assist in departmental planning and assignments.

- B. Pre-Evaluation Conference. After receipt of the Goals statement, the supervising administrator and faculty member will meet at either party's request to discuss the faculty member's goals, departmental needs, administrative expectations, and professional development possibilities for the year. The goals may be modified during the year with the approval of the supervising administrator.
- C. Observation. Each bargaining unit member shall be formally observed online, in the classroom, lab, and/or studio a minimum of one time during the Fall or Spring semesters (unless the observation is mutually waived). Additional formal online, classroom, lab, or studio observation of a bargaining unit member may be conducted at other times at the request of the bargaining unit member or at the discretion of the evaluator.
1. The observer and bargaining unit member will determine a specific date or range of dates for the observation unless the bargaining unit member prefers not to establish such a date. In such case, the observer should specify a three-week time period during which the online, classroom, lab or studio observation will be conducted. The formal observation should ideally occur during a class session where active learning and student participation is expected. The observer may be a bargaining unit member.
 2. At the request of the bargaining unit member or the evaluator, a pre-evaluation conference may be held between the evaluator and the bargaining unit member before the formal observation so that the bargaining unit member may be apprised of the evaluation procedures and methods. The observer, if different than the evaluator, may participate in this pre-evaluation conference. During this conference the bargaining unit member shall apprise the evaluator of the goals, specific objectives, and desired outcomes of his/her course(s) and/or the specific class meetings to be observed.
 3. Nothing in this section shall be construed so as to prevent contemporaneous observation of a classroom when circumstances warrant and prior notice is not possible or practicable.
- D. Student Opinion Surveys. Each semester all bargaining unit members will have students in each assigned course section complete Student Opinion Surveys.
1. Each bargaining unit member will be evaluated online by students in all classes each semester. The summer sessions may be excluded.
 2. Surveys shall be in accordance with this Agreement. Surveys shall be electronic and completed online. Reasonable safeguards shall be in place to ensure that student surveys shall be anonymous, no students shall generate more than one survey per class, every student who completes the section is permitted to complete a survey, and no student who has withdrawn from a section shall complete a survey for that section.
 3. Surveys shall be conducted no earlier than the Last Day to Withdraw and no later than the week prior to final exams.
 4. The College shall generate a summary report of all surveys providing average scores for each item and containing all student written comments for each section for each bargaining unit member for use in institutional effectiveness and determining trends. All surveys shall continue to be "evaluation records". However, only the summary reports shall be included in the final Faculty Performance Review document.

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5. Surveys are intended to provide constructive feedback to faculty members to aid in personal and professional development and improvement. Trends over time may be considered as one aspect of the overall Performance Evaluation.
- E. Faculty Accomplishments and Self-Assessment. No later than the fourth week of the Fall Semester, each full-time bargaining unit member will complete the Accomplishments and Self-Assessment and submit it to the supervising administrator. This shall include, but is not limited to, a summary of all Professional Development activities, a summary of involvement and service to the College, the Division, the Profession, and the Community, a summary of awards and/or accomplishments, and a brief narrative self-assessment report. The Parties acknowledge that the first evaluation period will cover the time frame from Spring 2020 semester through the Spring 2021 semester. The change from a calendar year evaluation period to an academic year evaluation period shall not affect the bargaining unit members eligibility for continuing contract or their eligibility for promotion.
- F. Other Documentation. A faculty member may present for consideration additional information relevant to the performance evaluation process. Such documents should be presented prior to completion of the Overall Summary but no later than the Post-Evaluation Conference.
- G. Faculty Performance Review and Overall Summary.
 1. The supervisor shall consider and provide evidence of competencies, including, but not limited to the following in completing the Faculty Performance Review:
 - a. Subject Knowledge - This competency may be measured by documented expertise that demonstrates credibility, competency, experience, and a working knowledge of current trends and developments (which may include appropriate certification) in the instructor's discipline.
 - b. Instructional Design - This competency may be evidenced by clearly organized and detailed course materials, presentations, exercises, and assignments that engage students and encourage success, as well as proficient use of technology in instruction.
 - c. Instructional Delivery - This competency incorporates communication skills that support the learning environment by generating interest in and enthusiasm for the subject matter and adaptability to student needs for success. Based on supervisor observation or conversation.
 - d. Instructional Management - This competency is dependent upon the skills necessary to maintain and manage the delivery of the course including but not limited to meeting classes, tracking student records, assigning grades, and monitoring attendance.
 - e. Collaboration - Is an effective team player who adds complementary skills and contributes valuable ideas, opinions and feedback. Communicates in an open and collaborative manner and can be counted upon to fulfill any commitments made to others on the team. This is distinctly different from those who withhold ideas and opinions, offer ideas or opinions that rarely add value to team discussions, have established a track record with many unmet commitments, and/or have not contributed skills that complement the skills of others on the team.
 - f. Professionalism - Acts in a courteous manner; actively listens to others to ensure full understanding; demonstrates awareness of "everything speaks" and reflects this in their workspace. Demonstrates

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- concern for others and is empathetic and caring. This differs from those who tend to treat others in a discourteous manner, do not listen attentively and show little or no empathy toward colleagues. Does not demonstrate regard for "everything speaks", as personal workspace is often in disarray.
- g. Student Completion - Student Completion rates are not considered part of a faculty member's annual evaluation except in cases where the average of his/her rates are out of range with the departmentally established rates over a period of several semesters. Such an occurrence would invite further inquiry and initiate a collaborative discussion with his/her supervisor to develop a plan of action for improvement.
 - h. Student Satisfaction - This competency will be evidenced by averaging at least an 80% student satisfaction score or higher over the academic evaluative period provided at least 50% of students in the applicable section complete the student opinion surveys. This percentage shall be totaling the "agree" and "strongly agree" responses on the relevant student evaluation items (as decided by the faculty, department chairs, and academic administration). Evidence would include a summary of the faculty member's strengths and weaknesses in response to student evaluations.
 - i. Goals - The successful achievement or progress of goals set in the previous year's annual goal setting process and, in addition, those developed in the goal section of the employee's personal pages are rated in this section.
 - j. Professional Growth - Professional Growth includes those activities in the faculty member's area of expertise that contribute to updating, maintaining, or disseminating knowledge in the professional community. Documentation may include membership cards, contributions to professional journals, research, publications, publication or performance reviews, conference papers, and attendance or presentations at workshops, seminars, webinars, and/or conferences. Professional development may also include advanced courses, certification, professional meetings or other relevant staff development endeavors, grant writing, curriculum development or revisions, or learning new technologies that enhance teaching.
 - k. Contribution to Dept./Institution – College service includes any college-related activities other than teaching and professional development that promote the mission and goals of the college.
 - l. Other relevant competencies reflecting the faculty member's performance
2. The supervising administrator shall review and assess all the components of the evaluation and complete a brief narrative assessment of the faculty member's performance and accomplishment of the stated goals.
 - a. This shall include an overall evaluation rating of "Outstanding," "Exceeds Expectations," "Meets Expectations," "Needs Improvement," or "Unsatisfactory".
 - b. For any bargaining unit member who receives an overall rating less than "Meets Expectations", the supervising administrator will identify any deficiencies and may provide suggestions, professional development opportunities, or otherwise assist the faculty member with any necessary correction or remediation including a performance improvement plan.
- H. Post-Evaluation Conference. During the Spring semester, the supervising administrator shall meet with the faculty member after completion of the evaluation to review and discuss the evaluation.

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- I. Faculty Response. A bargaining unit member may have objections noted on the evaluation tool and supporting documents to the evaluation placed in the limited-access portion of the personnel file. The rebuttal shall be signed by the evaluator to indicate awareness of its contents.
- J. The Administration shall take no action against a faculty member for including a written response to the evaluation, or otherwise exercising any rights or remedies provided herein.

20.4. Appeal of an Evaluation

- A. If the bargaining unit member receives an overall evaluation rating of "Needs Improvement" or "Unsatisfactory" and believes the supervisor failed to follow proper evaluation procedures or included factually inaccurate information, the bargaining unit member shall have the right to pursue the grievance and arbitration procedures in this Agreement. No claim or evaluative conclusion involving the exercise of managerial judgment or discretion shall be subject to the grievance procedure. The sole procedure for resolving disputes over the exercise of managerial judgment or discretion provided in this Agreement shall be paragraph B below.
- B. Dispute of Evaluation Rating. If the bargaining unit member receives an overall evaluation rating of "Needs Improvement" or "Unsatisfactory" and believes the overall evaluation rating does not accurately reflect his or her performance, they may request the supervisor reconsider the evaluation during the Post-Evaluation Conference. A bargaining unit member may appeal to the Provost or designee to intervene if informal discussion with the supervisor is unsatisfactory by requesting that any alleged false, misleading or omitted information in the evaluation be reviewed by the Provost or designee. Any request for a review by the Provost or designee pursuant to this section must be made in writing by the bargaining unit member and received by the Provost or designee within 10 days of the Post-Evaluation Conference. The Provost or designee will determine if such information is false or misleading and may modify the evaluation, if appropriate. If omitted information is determined by the Provost or designee to be relevant to the evaluation, such information may be added, and the Provost or designee may modify the evaluation, if appropriate. In such cases, the Provost or designee may overturn the decision of the supervisor and may increase the overall evaluation rating accordingly. The decision of the Provost or designee shall be final and is not subject to the Agreement's grievance and arbitration procedure.
- C. Election to proceed under Section 20.4 shall also be to the exclusion of any other resolution process provided by the College's internal policies. Similarly, if a bargaining unit member elects to proceed with any other resolution process provided by the College's internal policies they shall do so at the exclusion of the appeal process outlined in Section 20.4 of this Agreement.
- D. Changes to the evaluation system shall take effect in the evaluation cycle immediately succeeding ratification of this agreement.

End of Article 20

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ARTICLE 25: Compensation

25.1 Faculty Compensation Plan

- A. Upon ratification of this Agreement, all compensation of members of the bargaining unit shall be governed by provisions of this Article.
- B. "Base Salary/Pay" is the initial salary amount assigned to the bargaining unit member within the salary range. The base salary is paid to the bargaining unit member over the assigned contract length for performing the basic duties and responsibilities of the bargaining unit member's job. Base salary will not include supplemental pay, overload pay, bonuses, stipends, or similar types of additional compensation.

25.2 Salary Payment

- A. For their first year of employment, bargaining unit members will be paid on a biweekly basis. For years subsequent to the first year, the bargaining unit member may elect to change status and be paid over the length of their contract or over a twelve (12) month period, with prior notice to the Director, Human Resources no later than July 1 of that year. Overload payments will be clearly itemized on regular paychecks.
- B. Bargaining unit members who are employed full-time for an additional summer term will be paid on a biweekly basis.
- C. Those new bargaining unit members who begin employment after the regular start of the fall semester will have their pay pro-rated and paid through the final pay date of the 12-month deferred pay schedule.
- D. The College will provide automatic payroll deposits with a biweekly electronic copy provided to the employee.

25.3 Academic Rank - the Professorial Ranking System recognizes the following ranks:

- 1. Instructor
- 2. Assistant Professor
- 3. Associate Professor
- 4. Professor

25.4 Salary Schedule

- A. Full-time faculty bargaining unit members are those faculty bargaining unit members who carry a full credit teaching load which is defined as a minimum of 15 instructional load hours or on-line contact hours per week, or its equivalent, in each semester. A full-time faculty bargaining unit member's contract will state the amount of the salary and the term of employment.
- B. The following salary schedule will be used for all full-time 9-month faculty:

Level	Rank	Minimum	Maximum
A1	Lecturer	\$24,000	\$34,731
A2	Instructor	\$38,981	\$44,211
A3	Assistant Professor	\$45,854	\$51,737
A4	Associate Professor	\$53,665	\$60,195
A5	Professor	\$62,402	\$79,450

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- C. The President may authorize variations in hiring practices, travel reimbursements, leaves, special compensation, severance and pay in lieu of notice, subject to legal requirements and based upon justification and appropriate recommendations of the Director, Human Resources and executive staff. Special rates of pay that have been adopted for services requiring special certification, and for unique or difficult to fill assignments may be continued or revised to meet College needs and market conditions as deemed necessary by the President. Examples include, but are not limited to, assignments in support of Health Professions Programs; contracts with industry; local, state or federal grant programs; high technology programs; new College initiatives; and special Staff and Program Development activities.

25.5 One-Time, Non-Recurring Wage Action 2019-2020

- A. Effective upon ratification, the College will provide a one-time, non-recurring wage-action to eligible in-unit employees.
- B. The non-recurring wage action to in-unit faculty will be equal to \$1,100.00, subject to applicable deductions and withholdings including retirement, social security/Medicare and taxes.
- C. In order to be eligible for the 2019-2020 non-recurring wage action Employees must have been employed on or before March 31, 2017 and continuously employed through the pay date of the wage action.

25.6 Salary Increase for 2019-2020

- A. Effective the first pay period upon ratification, the College will provide a 2% across-the-board recurring wage increase to eligible in-unit employees' base salaries.
- B. In order to be eligible for the 2019-2020 salary increase:
1. Employees must have been employed on or before March 31, 2019 and continuously employed through the pay date of the wage action; and,
 2. Have not received a notice of non-renewal or termination prior to the effective date of this wage increase.
 3. The wage increase is retroactive for eligible employees as of July 1, 2019.

25.7 Initial Placement & Promotion

- A. Assignment of Academic Rank to new faculty will be made according to the following criteria:
1. Academic degree(s) obtained;
 2. Additional credits which may be used for promotion;
 3. Years of experience credited towards assigned placement;
 4. Additional experience which may be used for promotion including:
 - a. Semester hour equivalency for approved semester hours beyond highest degree; and
 - b. Years of work experience for approved years of related work experience.
- B. Military Service will be accepted as credit for initial placement provided the instructor was teaching immediately preceding and immediately following obligatory military service, up to a maximum of 5 years.

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- C. Professional and Industrial Experience directly related to the assignment at State College of Florida, Manatee-Sarasota may be accepted in lieu of teaching experience up to a maximum of 5 years.
- D. Hospital Work Experience may be accepted, therefore, full-time experience (not internship) may be credited for health science education faculty, up to a maximum of 5 years.
- E. Divided Time Experience. Employment of less than 9 months in one position can be added to those months of employment of another location during a single calendar year for credit of one year's experience. For example: 6 months of professional work, plus 4 months of teaching during one calendar year will equate to one year of credit experience.
- F. New Bargaining Unit Faculty will be placed within the range provided in 25.4 based on an evaluation of experience in accordance with the factors listed in this section 25.7
- G. Faculty salaries will move within the range in accordance with the salary schedule and any salary increases in accordance with this Agreement. Faculty members reaching the established maximum for his/her pay range will remain at the maximum level.
- H. Faculty who have been awarded a promotion will receive the minimum salary for the next rank at the beginning of the next academic year.

25.8 Other Teaching Assignments

- A. Summer. Full-time faculty who have been recommended for employment for the next academic year, and who teach during the Summer term will be compensated at a rate of \$2,425.05 per 3 semester hours up to a maximum of 12 ILH total for all summer sessions.
- B. Summer Benefits. Full-time faculty who have been recommended for employment for the next academic year, will be maintained on benefits, including health and other benefits paid for by the College between contract years.
- C. Overload assignments. Overload faculty (credit) will be compensated at a rate of \$1,850.25-per 3 semester hours. Overload faculty will have \$30 deducted from their total compensation for each hour of class time for which he/she is absent.
- D. Substitutes. Substitutes will be paid \$30 per teaching hour. A full-time faculty member in a regular, budgeted position will receive the substitute rate when substituting outside of his/her regularly established schedule.

25.9 Stipends, Release time, and Miscellaneous Duties – Release time and stipends, compensation for supplemental positions and miscellaneous duties shall be status quo.

25.10 One-Time, Non-Recurring Wage Action for 2021-2022

- A. Effective upon the parties' ratification, the College will provide a one-time, non-recurring wage-action to eligible in-unit faculty.
- B. The nonrecurring wage action to in-unit faculty will be equal to four percent (4%) of the in-unit faculty member's base salary, subject to applicable deductions and withholdings including social security/Medicare and taxes.

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C. In order to be eligible for the 2021-2022 non-recurring wage action Employees must have been employed on or before June 30, 2021 and continuously employed through the pay date of the wage action.

End of Article 25

The Parties signify their agreement to this Memorandum of Understanding by affixing their signatures below.


For the College

Date: 04/26/22


For the UFF

Date: 4/15/2022

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