

*Article 8*  
**APPOINTMENT**

...  
(b) Summer Teaching Appointments.

(1) Policy.

a. The normal nine (9)-month (academic year) faculty contract shall be for thirty-nine (39) consecutive weeks and a supplemental summer contract may be offered for all or part of the remaining year.

b. The faculty of each department/unit shall develop written criteria and a rotation policy for offering supplemental summer appointments in a fair and equitable manner. The criteria and rotation policy shall be posted in each department/unit.

c. The decision about which courses to offer will be based on programmatic needs, student demand, and budget availability.

d. Supplemental summer appointments shall be offered ~~equitably and as appropriate to qualified faculty members~~, not later than five weeks prior to the beginning of the appointment in accordance with written criteria, when practicable. If additional summer appointments become available, qualified faculty members will be offered these appointments in accordance with written criteria.

e. Faculty members must specify whether they want to teach during the summer within two weeks of their chair's request for faculty teaching preferences.

f. A faculty member who obtains his or her own summer employment (e.g., a research grant or other award) shall not be omitted from the consideration for subsequent supplemental appointments because of such employment.

g. Supplemental summer assignments shall be offered to qualified faculty members before anyone who is not a faculty member.

(2) Compensation. A faculty member shall receive approximately the same total compensation for teaching a course during a supplemental summer appointment as the faculty member received for teaching the same course, or a course similar in credit hours, size, and content, during the academic year, regardless of the length of the supplemental summer appointment, ~~except in the instance where the department has implemented a cap, in accordance with Section 8.5(b)(2)(a), and the total compensation for the course would exceed the cap amount~~. For example, if a 9 month faculty member was paid at 25% for teaching a three-hour course in the Fall or Spring term, then the faculty member shall receive 12.5% of the faculty member's base salary for teaching one 3-hour course, 16.7% for teaching one 4-hour course, and pay for other courses shall be prorated accordingly.

~~a. Departments shall have the authority, with approval from the Provost, to cap the total amount of compensation faculty members receive for supplemental summer appointments if there is a justifiable reason for doing so. If a departmental cap policy is implemented, the cap shall not be below the average compensation rate for all faculty members with teaching responsibilities in~~

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that department.

(c) Summer Research and Service Appointments.

(1) Policy.

a. The normal nine (9)-month (academic year) faculty contract shall be for thirty-nine (39) consecutive weeks and a supplemental summer contract may be offered for all or part of the remaining year.

b. The faculty of each department/unit or college/unit offering supplemental summer contracts for faculty research or service assignments shall develop written criteria ~~in their bylaws~~ for offering supplemental summer appointments in a fair and equitable manner. ~~The criteria may include peer review of the proposed research.~~ The criteria shall be voted on by faculty and posted in each department/unit or college/unit and on their respective web sites.

c. Supplemental summer appointments shall be offered ~~equitably and as appropriate to qualified faculty members,~~ not later than five weeks prior to the beginning of the appointment in accordance with written criteria, when practicable. ~~Summer appointment offers and decisions shall not be arbitrary, capricious, or unreasonable. Summer appointment offers and decisions shall not be arbitrary, capricious, or unreasonable.~~ If additional summer appointments become available, qualified faculty members will be offered these appointments in accordance with written criteria.

d. ~~Faculty members must apply for summer research or service appointments within 60 days of their chair's or dean's announcement that such appointments are or may be available.~~

e. ~~A faculty member who obtains University level funded or externally funded summer employment (e.g., a COFRS, FYAP, or externally funded research grant or other award) shall not be omitted from the consideration for supplemental appointments because of such employment.~~ e. A faculty member who obtains University level funded or externally funded summer employment (e.g., a COFRS or externally funded research grant or other award) shall not be omitted from the consideration for supplemental appointments because of such employment.

df. Supplemental summer assignments shall be offered to qualified faculty members before anyone who is not a faculty member.

~~(2) No supplemental summer research or service assignments shall be offered by a department/unit or college/unit that has not developed criteria and standards for such assignments that are approved as part of its bylaws.~~

(23) Excluded from this policy are summer research and service appointments that are:

a. funded through Contracts and Grants and for which faculty members are identified as investigators

b. ~~those that are~~ part of a faculty member's position (e.g., endowed chair, department chair, pre-tenure faculty)

~~a.~~ c. for completion of tasks that require specific expertise or prior experience (e.g., service assignment to prepare accreditation materials).

<Sections 8.5(c-e) will become Sections 8.5(d-f), respectively>

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8.6 Fixed-term Multi-Year Appointments. A fixed-term multi-year appointment (MYA) is an appointment of contingent duration, consisting of an initial multi-year fixed-term that is extendible as described below in Section 8.6(a).

(a) Fixed-term multi-year appointments shall only be offered to faculty members in the following position classifications:

(1) For the ranks of University Librarian, Teaching Faculty III, Instructional Specialist III, Senior Research Associate, Curator, and Research Faculty III, an MYA shall be offered with a term of ~~four~~<sup>three</sup>~~four~~ (4<sup>3</sup>4) years. Such a faculty member shall be reviewed during the ~~second~~<sup>first</sup>~~second~~ year of her/his contract and either reappointed with a ~~four~~<sup>three</sup>~~four~~-year MYA or issued a notice of non-reappointment. Notices of reappointment or non-reappointment shall be issued by the end of the ~~second~~<sup>first</sup>~~second~~ year of the contract (minimum of two-year notice).

(2) For the ranks of Associate University Librarian, Teaching Faculty II, Instructional Specialist II, Associate in Research, Associate Curator, and Research Faculty II, an MYA shall be offered with a term of two (2) years. Such a faculty member shall be reviewed during the first year of her/his contract and either reappointed with a two-year MYA, or issued, a notice of non-reappointment. Notices of reappointment and non-reappointment shall be issued by the end of the first year of the contract (minimum of one-year notice).

(b) Annual Evaluation. Each faculty member on a continuing multi-year appointment will be evaluated annually pursuant to Article 10.

(c) Contract Extension. Unless an MYA faculty member receives a timely notice of non-reappointment as described in Sec. 8.6(a), the faculty member will receive a new MYA as described in Sec. 8.6(a). If the faculty member has an administrative code, the extension does not necessarily extend to continuation of the administrative code. In cases of voluntary resignation, retirement, removal for just cause (as in 16.1), layoff, or non-reappointment, no contract extension will be given.

(d) Probation. If a MYA faculty member receives a "Does Not Meet FSU's High Expectations" rating on the Annual Evaluation Summary Form, he or she will be placed on ~~one-year~~<sup>one-semester</sup>~~one-year~~ probation. No contract extension will be added to his or her appointment for the duration of the probationary period. A Performance Improvement Plan (PIP) shall be required. An improvement plan, whether formal or informal, cannot be required unless a faculty member receives a "Does Not Meet FSU's High Expectations" rating on the Annual Evaluation Summary Form.

(1) The Performance Improvement Plan shall be developed by the faculty member's supervisor in concert with the faculty member and shall be written. The PIP shall address the deficiencies that caused the overall unsatisfactory rating and identify specific performance goals for the following ~~academic year~~<sup>semester year</sup>. The PIP shall outline the problem areas and the actions needed to resolve the problems. It shall be specific enough that it is possible to determine objectively whether the faculty member has met the goals. The goals shall be consistent with performance expectations for other faculty members in similar classifications within the

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department/unit. If there are no other faculty members in similar classifications within the department/unit, the goals shall be consistent with performance expectations for other faculty members in similar classifications in a comparable department/unit. The PIP must be developed and signed prior to the start of the following semester, excluding summer for faculty on 9-month appointments. If the faculty member and the supervisor are unable to agree on the elements of the PIP the dean or for non-departmental units the Vice President over the unit shall make the final determination on the elements of the PIP. The PIP will require at least ~~four~~three~~four~~ periodic meetings between the faculty member and the Evaluator to review the faculty member's progress. At each meeting, the faculty member shall be apprised in writing of progress toward the goals in the PIP.

(2) The first periodic meeting shall take place no later than ~~three~~one months after the issuance of the PIP. The second periodic meeting shall take place no earlier than ~~six~~three months after the issuance of the performance improvement plan.

(3) During the second and subsequent periodic meetings between the faculty member and the Evaluator, if the faculty member's progress on the PIP is unsatisfactory, the faculty member's contract may be curtailed in accordance with Section 8.6(f) below. However, such a decision shall not be made for a Teaching Track faculty member until she or he has taught at least one complete course, for which she or he has received a teaching evaluation, since the start of the improvement plan.

(4) In the next annual performance evaluation, the faculty member's Evaluator shall review his or her progress in successfully fulfilling the PIP. If the faculty member has met the specified performance goals, the probation shall be lifted and a one- or two-year contract extension be granted, depending on the contract type, thereby restoring the faculty member to a full two- or ~~four~~three~~four~~-year multi-year contract cycle. No additional penalties shall attach to the faculty member's appointment as a result of the probationary term.

(5) Curtailment of Appointment. At the end of the probationary ~~year~~term, if the faculty member ~~receives a less than "Meets FSU's High Expectations" on the annual performance evaluation summary form, or receives less than "Meets FSU's High Expectations" on the annual performance evaluation summary form, or~~ is found to not be making satisfactory progress on the PIP at the second or later periodic meeting according to Section 8.6(d)(3) above, the appointment may be curtailed. Upon receipt by the faculty member of written notice of such curtailment, the length of the remaining contract is reduced to a time period equal to the length of notice to which the faculty member would be entitled according to Section 12.2 if they were not on an MYA.

(6) In the case of early curtailment of an MYA, the faculty member may, within 30 days, request that the decision of the Evaluator be reviewed by a PIP Review Committee. Both the Evaluator and the faculty member may submit any relevant materials to the PIP Review Committee. This committee shall be comprised of three (3) members, one appointed from the faculty member's department/unit by the dean of the college (or for non-departmental units by the Vice President over the unit), one appointed by the UFF, and one appointed by the Vice President for Faculty Development and Advancement. Neither the faculty member's Evaluator nor the department chair (or unit director, in instances where there is no chair) may be a member of the

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1 PIP Review Committee. Recommendations from each member of the committee will be forwarded  
2 to the President via the office of Human Resources, along with the recommendation of the  
3 Evaluator.

4 (e) Nothing in Section 8.6 Fixed-term Multi-Year Appointments is intended to prevent the  
5 Board from applying disciplinary action in accordance with Article 16 Disciplinary Action and  
6 Job Abandonment at any time during a fixed-term MYA.

7  
8 (f) Nothing in Section 8.6 Fixed-term Multi-Year Appointments is intended to diminish the  
9 faculty member's rights to notice of non-reappointment as specified in Article 12 Non-  
10 Reappointment.

11 (g) Faculty members on MYAs funded through contracts and grants may have their  
12 appointments curtailed should funding become unavailable in the contract or grant from which the  
13 faculty member's salary is funded. The early curtailment shall be effective on the same date that  
14 the funding ceases on the contract or grant. In cases where the granting agency reduces or redirects  
15 funding, early curtailment of the MYA shall not occur prior to the date funding is reduced or  
16 redirected. Early curtailment of the MYA shall be effective only after decisions have been made  
17 for accommodating the contract or grant changes. In instances where curtailed funding becomes  
18 available again and is not otherwise redirected, the faculty member shall be reinstated at the same  
19 position classification she or he held at the time of the curtailment, as long as no more than one  
20 year has elapsed since the curtailment of the faculty member's previous MYA.

21 (h) When an early curtailment of an MYA is due to funding changes by a granting agency, the  
22 University may provide "bridge" funding from an alternative source for a specified amount of  
23 time. Any such agreement between the University and the faculty member shall be in writing and  
24 shall not grant rights to continued funding from the alternative source beyond the specified amount  
25 of time.

26 (i) An MYA shall be granted to a faculty member at the time of initial appointment to a  
27 classification that carries an MYA, except if the faculty member is hired in a visiting appointment,  
28 in accordance with Section 8.5(d).

29 (j) Reclassification from current to new job classifications as shown in Tables 1-3 of  
30 "Specialized (Non-Tenure-Track) Faculty Reclassification Process, Attachment C" shall be based  
31 upon a review of current specialized faculty members' disciplinary vitae and the three most recent  
32 annual evaluations.

33 (k) Reclassifications shall normally be lateral, and will not imply any change in salary. If a  
34 reclassification results in placement of the faculty member into a lower rank, the time counted  
35 toward promotion shall begin at the time that the faculty member is reclassified. In the case of a  
36 lateral reclassification, time in the previous rank shall count towards promotion. In no case will a

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1 faculty member be reclassified to a higher rank without going through a promotion process as  
2 specified in Article 14 and Appendix J.

3  
4 (l) A faculty member may reject the reclassification decision and thereby remain in her or his  
5 current job classification but without opportunity for promotion or an MYA, notwithstanding any  
6 other provisions of the CBA. Such faculty members may request to be considered for  
7 reclassification to a Specialized Faculty position at a later date. Granting such consideration shall  
8 be a discretionary matter for the Board, but if such consideration is given, the rules of Section  
9 8.6(a)-(i) shall apply.

10  
11 (m) Attachments C (Reclassification Process), D (Faculty Title Change Action), and E  
12 (Revised and New Classification Specifications) of the "Specialized (Non-Tenure-Track) Faculty  
13 Reclassification Process" MOA are intended to supplement this Section 8.6 Fixed-term Multi-  
14 Year Appointments.

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