

Article 21

OTHER FACULTY RIGHTS

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

21.2 Office Space. Each faculty member shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each faculty member with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to ~~the Internet~~ telephone. Each faculty member shall, consistent with building security, have reasonable access to the faculty member’s office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before a faculty member’s office location is changed, or before there is a substantial alteration to a faculty member’s office to a degree that impedes the faculty member’s work effectiveness, the affected faculty member shall be notified, if practicable, at least one (1) month prior to such change.

21.3 Safe Conditions. Faculty members’ safety while performing their jobs is important.

(a) Whenever a faculty member reports a condition which the faculty member feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the faculty member’s concern is communicated in writing.

(b) Campus buildings shall be regularly inspected to ensure the safety of students, faculty, and staff.

Air handling units shall be equipped with ~~the highest rated compatible manufacturers’~~ recommended filters that will be replaced according to manufacturers’ directions.

(2) Buildings shall be inspected for radon according to best practices. Faculty shall be notified as soon as practicable and appropriate ~~remediation action~~ taken if ~~the reading levels falls are~~ above greater than the EPA Radon Action Level.

(a) For any building in which a ~~previous test result has detected a radon measurement above the EPA Action Level, radon mitigation system has been installed,~~ a follow-up test shall be

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1 conducted in the mitigated area of the previous detection on an annual periodic basis as
2 recommended by a licensed radon assessment and/or mitigation installer professional (e.g., every
3 two years).

4 (b) For all other buildings testing shall be conducted when there is a major
5 modification to the building or periodically as recommended by a Florida licensed radon
6 assessment and/or mitigation installer professional.

7 (3) Buildings shall be periodically inspected-evaluated for mold and other biological
8 hazards every four years as needed recommended by best practices for indoor air quality, and if it
9 is issues of concern are -found, faculty shall be notified as soon as practicable, and the problem
10 remediated shall be addressed appropriately.

11 (c) The University shall take reasonable precautions to ensure faculty safety from armed
12 aggressors. shall include but not be limited to the following measures or technical equivalents, to
13 be implemented in a timely manner: Police call buttons in all classrooms and faculty offices,
14 deadbolts operable from inside each classroom, and emergency safety training.

15 21.4 Limitation on Personal Liability.

16 (a) In the event a faculty member is sued for an act, event, or omission which may fall within
17 the scope of Section 768.28, Florida Statutes, the faculty member should notify the President’s
18 office as soon as possible after receipt of the summons commencing the action in order that the
19 Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of
20 the parties.

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

23 No officer, employee, or agent of the state or of any of its subdivisions shall be held personally
24 liable in tort or named as a party defendant in any action for any injury or damage suffered as a
25 result of any act, event, or omission of action in the scope of her or his employment or function,
26 unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner
27 exhibiting wanton and willful disregard of human rights, safety, or property.

28 21.5 Travel Advances. The University will, to the extent permitted by state law and rule, provide
29 travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized
30 travel of longer than five (5) consecutive days.

31 21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, and the legitimate
32 interests of the University, faculty members shall have the right to control of their personal
33 correspondence, notes, raw data, and other working papers.

34 21.7 Protection for Whistleblowers. Faculty members are notified that Section 112.3187, Florida
35 Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

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- 1 21.8 If a faculty member is given a letter of counsel or similar document, they have the right to
- 2 attach a response.

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