

ARTICLE 24
PROMOTIONS FOR CLINICAL FACULTY

Promotion decisions shall be based on established University criteria as interpreted and clarified by each department/unit in guidelines adopted pursuant to Article 9 for the application of those criteria in terms appropriate or specific to the department's discipline(s).²⁰ Promotion decisions shall reflect assessments that are not merely a totaling of a faculty member's annual performance evaluations but an assessment of the faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectations on an annual performance evaluation is not necessarily reflective of successful progress toward promotion. The promotion decision shall reflect a demonstration of the faculty member's potential for growth, teaching, and service contributions.

24.1 Rank Titles

- (a) Titles for the three levels of Clinical Faculty shall be Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor.

24.2 Promotion Eligibility

- (a) Promotion shall be through the faculty member's department/unit, and faculty members shall carry their rank with them if they change departments. Eligible employees are those classified as Clinical Faculty, whose position has been one of continued employment, and who have not been given notice of non-reappointment or termination.
- (b) To be eligible for promotion, a faculty member must have completed the following minimum number of years of full-time academic service in rank.
 - (3) Clinical Assistant Professor to Clinical Associate Professor – five (5) years of full-time service at the Clinical Assistant Professor level at UNF.
 - (4) Clinical Associate Professor to Clinical Professor – five (5) years of full-time service at the Clinical Associate Professor level at UNF.
- (c) Clinical Faculty are not required to seek promotion. There is no penalty for a Clinical Faculty's unsuccessful bid for promotion.
- (d) Service for the Purpose of Promotion Eligibility
 - (1) Full-time service for the purpose of promotion eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar or academic-year contract. Employment for one semester shall constitute one-half year of promotion-earning service.

²⁰ Section 447.209, Florida Statutes, reserves to the University, as the public employer, the right to unilaterally determine the standards of service to be offered by the University.

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- (2) Part-time service of a faculty member employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of promotion-earning service.

24.3 University Promotion Criteria for Clinical Faculty

The decision to award promotion to a faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the guidelines for application of those criteria adopted pursuant to Article 9. These judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. The promotion decision shall also take into account whether the faculty member has engaged in either a pattern of behavior or a single egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

- (a) The faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.
- (b) Promotion from Clinical Assistant Professor to Clinical Associate Professor requires a consistent record of excellence in performing assigned duties, and evidence of professional and intellectual accomplishments contributing to the University and the profession. The University values both basic and applied forms of scholarship. The University recognizes teaching, research, and service that engages and impacts local, regional, national, and or global communities. Promotion requires that the candidate maintain current certification/licensure and practice, be an excellent teacher, demonstrate excellent clinical competency, maintain an ongoing agenda of scholarship, and demonstrate meaningful contributions in service. Excellence in teaching is evidenced by a record of high quality teaching and/or clinical supervision. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and in the development or revision of curriculum and course structure. Excellent clinical competency may be evidenced by recognition at the state and/or national level as an authority within a practice specialty, which may be based on documented excellence in patient care, student instruction, professional leadership, practice, and/or service. Evidence of excellence may include departmental, student, and peer evaluations of teaching, teaching awards,

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examples of successful student learning outcomes, demonstration of leadership and rigor in teaching, contributions to student mentoring and other departmental, college, or university service, pedagogical publications or professional presentations, discipline publications and/or creative activities, classroom and laboratory innovations, and performance in other areas of assigned duties. Publications in peer-reviewed or non-peer reviewed journals or textbooks may also be included, as well as oral presentations at state, regional, national, or international conferences. Continuing meaningful contributions in service are evidenced by a record of active participation in departmental and/or university governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, regional, national, and international levels.

- (c) Promotion from Clinical Associate Professor to Clinical Professor requires that the candidate maintain current certification/licensure and practice, be an outstanding teacher, demonstrate outstanding clinical competency, demonstrate an agenda of outstanding scholarship, and demonstrate meaningful contributions in service. Outstanding teaching is evidenced by an overall record of high quality teaching and/or clinical supervision. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and the development or revision of curriculum and course structure. Outstanding clinical competency is evidenced by recognition at the state, regional, or national level as an authority within a practice specialty based on documented excellence in patient care, student instruction, professional leadership, practice, and/or service. Publications in peer reviewed or non-peer reviewed journals or textbooks may also be included, as well as oral presentations at state, regional, national, or international conferences. Continuing meaningful contributions in service are evidenced by a record of active participation in department and University governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, regional, national, and international levels.
- (d) Changes in promotion criteria, or in the guidelines for application of those criteria adopted pursuant to Article 9, shall not become effective until one (1) year following adoption of the changes unless mutually agreed to in writing by the UFF-UNF President and the University President or designee. The date of adoption shall be the date of ratification.
- (e) Faculty members shall be evaluated for promotion under the criteria that exist as of the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion. However, if new or changed University promotion criteria or department/unit guidelines have been adopted within three (3) years preceding the deadline, the faculty member may elect to be evaluated under the promotion criteria that existed prior to such addition or change. The election

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must be made not later than the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion.

24.4 Initiation of the Promotion Process. The promotion process begins when the faculty member provides the chair/comparable supervisor written notification of candidacy. A Clinical Assistant Professor or Clinical Associate Professor considering promotion should meet with his/her department chair or unit head to discuss eligibility. Candidates for promotion shall be provided a copy of the University promotion procedures checklist, the guidelines for application of the University promotion criteria adopted pursuant to Article 9, and any other necessary materials, information, and forms. The department chair shall advise the candidate in the preparation of the promotion dossier.

24.5 Promotion Dossier.

- (a) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.
- (b) The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion dossier.
- (c) Beginning Fall 2017, candidates for promotion shall submit dossiers (“packet”) in the UNF adopted electronic system. The promotion dossier shall include evidence which supports his/her candidacy. The candidate shall ensure that the following materials are included in the order specified:
 - (1) The University’s promotion procedures checklist.
 - (2) A copy of the guidelines for application of University promotion criteria adopted pursuant to Article 9.
 - (3) Candidate information, including the candidate’s current curriculum vitae.
 - (4) A signed statement by the candidate attesting to the accuracy of the information in the dossier.
 - (5) A copy of the candidate’s annual assignments for the past five years or since the last promotion.
 - (6) A copy of the candidate’s annual evaluations.
 - (7) Candidate's statement setting forth the candidate’s contributions to department program(s) and how he/she meets the stated criteria.
 - (8) A summary and discussion by the candidate of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-

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sanctioned methods such as survey instruments, questionnaires, and in-class visitations, observations, and interviews.

(9) Evidence of Excellence in Teaching. Both the quality and the quantity of the individual's achievements (evidence of outstanding performance in the case of promotion to Clinical Professor) should be presented in the dossier.

- a. A table showing course numbers and titles taught for the past five years, or since the last promotion, including the number of times each course was taught, with average enrollment during the period. Provide a brief narrative that highlights any special aspects, such as on-line, writing intensive, honors, or service-learning.
- b. A list of assigned duties other than teaching.
- c. Complete annual end-of-year departmental evaluations for the past five years or since the last promotion.
- d. Additional evidence of instructional effectiveness if applicable, may be included:
 1. A maximum of three peer evaluations of instruction or teaching observation reports completed within the past five years or since the last promotion.
 2. A list of awards or other recognitions for teaching effectiveness.
 3. Other evidence, as appropriate, including letters from colleagues external to the department.

(10) Curricular Development. A description of in-class assignments and exercises, program, curriculum, or assessment efforts completed during the past five years or since the last promotion.

(11) Administration and Service. A description of administration and service activities during the past five years or since the last promotion.

(12) Review Process Materials. A section for the insertion of the assessments and recommendations by the Department Promotion Committee, the Department Chair, the Dean, the University-Wide Promotion Committee, and the Provost and Vice President of Academic Affairs, should be provided.

(d) **Optional Component:** Additional information supporting candidacy that may be included.

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- (1) Evidence of Professional Development. A statement of efforts taken to develop professionally and remain current in one's field during the past five years or since the last promotion.
- (2) Advising or Mentoring. A description of mentoring and advising activities during the past five years or since the last promotion.
- (5) Scholarly or Creative Work. A description, in discipline specific citation format, of relevant scholarly or creative work presented, published, or performed during the past five years or since the last promotion.
- (6) Colleagues Letters: All letters received from departmental faculty, which are submitted by the deadline.

24.6 Alterations to the Clinical Faculty Promotion Dossier.

- (a) Once the dossier has been compiled by the candidate and submitted to the department chair, no material shall be removed from the dossier. However, the chair, dean, or Provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the dossier when there is a dispute concerning a matter of judgment or opinion, rather than fact. Any changes to the dossier shall be recorded in the Activity Log.
- (b) Once the dossier has been compiled by the candidate and submitted to the department chair, the candidate may not introduce new information into the dossier but may update information already in the dossier
- (c) No materials shall be added to the dossier after this point without the candidate's consent, except:
 - (1) The written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's application, and the candidate's response to these, if any;
 - (2) Clarification, documentation, or validation of assertions made by the candidate in the dossier, when requested in writing by reviewing faculty committees and administrators;
 - (3) Information as specified in Section 24.5 which may have been inadvertently omitted; and
 - (4) All timely submitted letters from department faculty. These letters are intended to focus solely on the candidate's teaching, assigned duties, scholarship or service. Only the portions of the letters that focus on the candidate's teaching,

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assigned duties, scholarship, or service shall be considered in the promotion recommendations and decision.

(d) No candidate shall be required to provide additional information or materials not referenced in Section 24.5, nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.

(e) Prior to the consideration of the candidate's dossier and at any point in the review process, the candidate shall have the right to review upon request the contents of the dossier and may attach a brief and concise response to any materials therein.

(f) If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded in the Activity Log, and a copy of the log shall be sent to the candidate within five (5) days. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

(g) Except by consent of the candidate, there shall be no anonymous material in the dossier except for numerical summaries of student evaluations that are part of the regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. All written comments by students in the course must be included.

(h) The contents of the dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, the Department Promotion Committee, and the University-Wide Promotion Committee, which are charged with the responsibility of evaluating the candidate's performance. Faculty members in the candidate's department who may choose to write letters of recommendation and/or who participate in the department vote shall also have access to the dossier. In addition, the candidate may grant access to the dossier to a faculty member from another department from whom he or she has requested a letter of recommendation.

24.7 Promotion Review and Recommendation Procedures

The timeline for these procedures will follow the dates of the promotion calendar published annually by the Office of Academic Affairs.

Recommendations for the awarding of promotion shall include the following levels of review:

(a) Department Promotion Committee

(1) The Department Promotion Committee for the purpose of this article shall include all tenured faculty members in the department at the Associate or Professor level and all Clinical Faculty in the department with a rank above

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the candidate. The members of the Committee shall be elected by a vote of all permanent faculty members in the department/unit.

- (2) The Department Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion and to provide a written recommendation to the department chair. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and the guidelines for application of those criteria adopted pursuant to Article 9, and the result of the vote taken by the Committee. Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice. Only Clinical Faculty with a rank above the candidate, and tenured faculty at the Associate or Full Professor level may vote.
- (3) The Department Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier. The Committee's written assessment and recommendation must address the breadth and depth of the candidate's accomplishments, in teaching, scholarship, and professional service.
- (4) The Department Committee shall not forward the promotion dossier to the department chair until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(b) **Department Chair**

- (1) The department chair shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion Committee has met its responsibilities.
- (2) After reviewing each candidate's promotion dossier and considering the written assessment and recommendation of the Department Promotion Committee, and the candidate's written response, if any, the department chair shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria and the guidelines for application of those criteria adopted pursuant to Article 9, and shall make a positive or a negative recommendation. The department chair's written assessment and recommendation shall also report the vote of the faculty.
- (5) The department chair shall meet with each candidate to give the candidate

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a copy of his/her written assessment and recommendation, prior to sending a copy to the Department Promotion Committee chair, to be shared with the other members of the committee. The department chair shall discuss with the candidate both the chair's assessment and recommendation and that of the Department Promotion Committee.

- (5) The candidate shall have five (5) days from receipt of the department chair's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (6) The department chair shall not forward the promotion dossier to the dean until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(c) Dean

- (1) The dean shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion Committee and the department chair have met their responsibilities.
- (2) If the promotion recommendations of the Department Promotion Committee and the department chair disagree, the dean shall meet jointly with the Department Promotion Committee and the department chair to discuss the differing recommendations. Upon the faculty member's written request, the dean shall also meet with the candidate to discuss the promotion recommendations of the Department Promotion Committee and the department chair and to correct any misunderstanding or misinformation.
- (3) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion Committee and the department chair, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for the application of those criteria adopted pursuant to Article 9, and make a positive or a negative recommendation. The dean's written assessment and recommendation shall point out if his/her recommendation differs from that of the Department Promotion Committee, the department chair, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the department chair have been met.
- (4) The dean shall forward a copy of his/her assessment and recommendation to the candidate, the department chair, and the chair of the Department Promotion Committee to be shared with other members of the Committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

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- (5) The dean shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (6) In cases in which the dean's recommendation differs from the recommendation of the Department Promotion Committee, the department chair, or both, the Provost and Vice President for Academic Affairs (the "Provost") shall retain those promotion dossiers and meet jointly with the Committee, the department chair, and the dean. Following this meeting, the Provost shall forward the dossiers to the University-Wide Promotion Committee.

(e) **University-Wide Promotion Committee**

- (1) The University-Wide Promotion Committee shall be constituted as provided in Article 21.7 (d), except that it shall for the purposes of this Article include an additional two at large Clinical Faculty at the Clinical Associate or Clinical Professor level who do not have line authority over promotion decisions and are not personally related to candidates for promotion. The additional members of the Committee shall be elected by a vote of all permanent faculty members of the University. The vote shall be conducted in a lawful manner that is intended to assure a free and voluntary exercise of choice. At least one (1) tenured faculty shall be from each college.²¹ Faculty members serving on the Department Promotion Committee may not serve on the University-Wide Committee. No candidate being considered by the Committee for promotion may serve on the Committee.
- (2) The University-Wide Promotion Committee shall have access to the promotion dossier from the Provost once he/she has verified that the Department Promotion Committee, the department chair, and the dean, have fulfilled their procedural and substantive responsibilities.
- (3) The Provost shall meet with the University-Wide Promotion Committee before it begins evaluation of the promotion dossiers in order to give the Committee its charge and to explain and clarify its procedural and substantive responsibilities according to this Agreement. Prior to convening and charging the University-Wide Promotion Committee, the Provost shall meet with the UFF-UNF President to discuss the information the Provost intends to present to the University-Wide Promotion Committee.
- (4) The University-Wide Promotion Committee's function shall be to review each

²¹ Since there are currently insufficient numbers of Clinical Faculty within the University, vacancies in positions on the Committee normally allotted to them shall be filled by tenured faculty until Clinical Faculty are elected to those positions.

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candidate's promotion dossier according to the University's promotion criteria and the guidelines for application of those criteria adopted pursuant to Article 9, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide a written recommendation to the Provost. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and the guidelines for the application of those criteria adopted pursuant to Article 9, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

- (5) The University-Wide Promotion Committee shall provide a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (6) The chair of the University-Wide Promotion Committee shall not forward the promotion dossier to the Provost until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (7) The University-Wide Promotion Committee shall give an accounting to the faculty at large of the number of positive and negative recommendations for promotion it gave to the Provost. The Committee shall also provide a report to the UFF delineating its positive or negative recommendations for promotion by rank and college. Committee members shall not report to anybody information regarding their deliberations on individual candidates, unless it is required as part of a formal grievance hearing or other administrative or judicial forum.

(f) Provost and Vice President for Academic Affairs

- (1) After the University-Wide Promotion Committee has submitted its written assessments and recommendations, the Provost shall meet with the Committee to discuss each candidate's promotion dossier.
- (2) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion Committee, the department chair, the dean, and the University-Wide Promotion Committee, and the candidate's written responses, if any, the Provost shall submit to the candidate (with a copy to the chair) a draft written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for application of those criteria adopted pursuant to Article 9, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

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- (3) Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.
- (4) The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or after the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (5) The Provost shall not forward the promotion dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (6) The Provost shall also forward his/her final assessment and recommendation to the candidate's dean and department chair, and to the chairs of the University-Wide Promotion Committee and the Department Promotion Committee, who shall share it with other members of their committees.
- (7) Following the submission of both the Provost's final assessments and recommendations to the President, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for promotion in comparison to those forwarded by the University-Wide Promotion Committee and the number of withdrawals from the Instructor/Lecture promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the Department Promotion Committee, the Department Chair, the Dean, the University-Wide Promotion Committee, the Provost, and the President, by rank and college, and the number of withdrawals from the promotion process by rank and college.

(g) **President**

After reviewing each candidate's dossier and considering the written assessments and recommendations of the Department Promotion Committee, the Chair, the Dean, the University-Wide Promotion Committee, the Provost, and the candidate's written responses, if any, the President shall make a final decision whether to award promotion. The President or designee shall notify the faculty member in writing as soon as possible, but no later than ten (10) days after the date of the decision. A copy of the President's decision shall also be sent to the Provost, the Dean, the Chair, the

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Chair of the Department Promotion Committee (who shall share it with the other members of the Committee), and the Chair of the University-Wide Promotion Committee (who shall share it with the other members of the Committee).

24.9 Promotion Decision.

- (a) The President shall award promotion. The President or designee shall notify the faculty member in writing of the decision as soon as possible, but no later than ten (10) days after the date of the decision.
- (b) If a faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.
- (c) Within thirty-five (35) days after the promotion decisions, the dossiers shall be returned to the faculty members. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.
- (d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

24.10 Withdrawal From the Process

- (a) A candidate for promotion may withdraw, without prejudice, at any stage in the process before March 15 or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.
- (b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be downloaded and returned to the candidate upon request.

24.11 Promotion Salary Increases

The University Administration shall increase the annual base salary rate of each faculty member awarded promotion by twelve and one-half (12.5) percent, effective at the beginning of his/her next respective annual appointment.

**ARTICLE 25
LEAVES**

25.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.

- (a) For a leave of one (1) semester or more, a faculty member shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
- (b) For an extension of a leave of one (1) semester or more, a faculty member shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The University Administration shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of the Article 32.7 Disciplinary Action and Job Abandonment.
- (e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 25.6.

25.2 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University Administration and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 25.6.

25.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If a faculty member is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status. This paragraph shall not apply to paid parental leave as set forth below in Article 25.8.

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

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25.5 Holidays.

- (a) A faculty member shall be entitled to observe all official holidays designated by the University Administration. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
- (b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, the faculty member shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period for which the faculty member was not given time off.

25.6 **Family and Medical Leave Act (FMLA).** Employees are provided with twelve workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) statutes and regulations.²² The 12-month period is calculated on a rolling year basis for each individual employee. All employees are eligible who have worked at least 12 consecutive months and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty may use paid leave for an FMLA event and such shall be counted toward the entitlement.

25.7 Parental Leave.

- (a) A faculty member may be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 23.6.
- (b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 25.11.
- (c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

²² In addition, eligible employees may qualify for up to 26 workweeks of unpaid leave under FMLA in certain situations related to a covered family member's service in the Armed Forces. This military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or a covered veteran with a serious injury or illness incurred or aggravated while on active duty and in the line of duty to take up to a total of 26 workweeks of unpaid leave during a single twelve (12) month period to provide care for the service member or veteran.

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- (1) The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 25.6, and the date of return to employment.
- (2) At the end of the approved parental leave and at the faculty member's request, the President or representative may grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.
- (3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
- (d) Upon agreement between the faculty member and the University Administration, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 25.6.

25.8 Paid Parental Leave. Upon request of a faculty member, the Administration may approve an advance of paid parental leave of up to one regular semester in lieu of, or in addition to, unpaid parental leave to care for a newborn or adopted child of the faculty member, or the initial placement of a child in the foster care of the faculty member. Employees may also use their personal accrued leave, or a combination of paid and unpaid leave, so long as the total parental leave period, including the paid parental leave, does not exceed a total of six (6) calendar months. The request for the advance of paid parental leave is subject to approval by the President or designee, and the period of parental leave shall be determined by the faculty member in consultation with the University. Such leave shall run concurrently and count against the faculty member's unused entitlement under the FMLA. Upon approval by the President or designee, the dates and other conditions of the leave shall be provided to the faculty member in writing. The purpose of the paid parental leave is to provide an advance of compensated leave for these purposes when a faculty member has insufficient accrued paid leave. The advance of paid parental leave is therefore also governed by Article 25.12.

- (a) **Eligibility.** To be eligible, a faculty member must have been employed with UNF for a minimum of two (2) academic years on at least a 0.75 FTE line. Visiting faculty and faculty on soft money are not eligible, unless approved by the sponsor. The total amount of paid parental leave advanced cannot exceed one regular semester. If both spouses are employed by UNF, only one faculty member will be permitted to use the leave for the same purpose.
- (b) Leave must occur no later than the semester immediately following the birth or adoption.

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- (c) The faculty member must sign a written agreement detailing the terms of the advance of paid parental leave. The agreement will require that the faculty member cannot engage in outside employment while on the leave, and must return to active UNF employment for at least two (2) academic years following the leave. This time does not include time awarded for a sabbatical or other type of leave. Faculty members may take up to eight (8) years to repay the leave hours advanced to them as part of this program. If a faculty member leaves UNF employment before paying back the time, or has not repaid the advance within eight (8) years, unused leave balances will be applied to the leave repayment, and the remaining balance due withheld from final payment at the time of separation from the University. If the final payment is insufficient to pay the remaining balance due, the faculty member shall make written arrangements for repayment of the balance due. A copy of the agreement will be provided to UFF. Participation in the leave is contingent upon execution of the signed agreement.
- (d) The plan will be suspended when the annual faculty replacement cost due to the advanced leave exceeds \$100,000, at which time the parties will immediately return to the bargaining table to renegotiate the plan.

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

(a) **Sick Leave.**

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

- a. A full-time faculty member shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
- b. A part-time faculty member shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. A faculty member appointed under Other Personal Services (OPS) shall not accrue sick leave.

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

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

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member through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The faculty member's personal illness or exposure to a contagious disease which would endanger others.
2. The faculty member's personal appointments with a health care provider.
3. The illness or injury of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.
4. The death of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's immediate family shall not be unreasonably withheld.

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

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

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

(3) **Certification.** If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University Administration may require a faculty member to furnish certification issued by an attending health care provider of the

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medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 25.9(c).

- (4) **Payment for Unused Sick Leave.**²³
- a. A faculty member with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.
 - b. A faculty member who has completed ten (10) or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.
 - c. Upon layoff, a faculty member with ten (10) or more years of State service shall be paid for unused sick leave as described in paragraph b., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.
 - d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of

²³ For the purpose of this Article, "state service" shall include service at UNF.

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a faculty member in any State administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

- e. If a faculty member has received a lump sum payment for accrued sick leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued sick leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
- f. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

(b) **Job-Related Illness/injury.**

- (1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.
- (2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:
 - a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or
 - b. The faculty member shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued leave in accordance with paragraph (a), above, or the faculty member elects not to use accrued leave.
- (3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.
- (4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should

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advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- a. Offer the faculty member part-time employment;
- b. Place the faculty member in leave without pay status or extend such status;
- c. Request the faculty member's resignation; or
- d. Release the faculty member from employment, notwithstanding any other provisions of this Agreement.

(c) Compulsory Leave.

(1) Placing Faculty Member on Compulsory Leave.

- a. If a faculty member is unable to perform assigned duties due to illness/injury, the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University Administration, by a health care provider chosen and paid by the University Administration, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University Administration.
- b. If the University Administration agrees to accept the faculty member's choice of a health care provider, the University Administration may not then require another university-paid examination.
- c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.

(2) Conditions of Compulsory Leave.

- a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include

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the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

- b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 23.11.
 - c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member's previous duties, if possible, or to equivalent duties.
- (3) **Duration.** Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.
- (4) **Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work.** If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:
- a. Offer the faculty member part-time employment;
 - b. Place the faculty member in leave without pay status in accordance with Section 25.12 or extend such status;
 - c. Request the faculty member's resignation; or
 - d. Release the faculty member from employment, notwithstanding any other provisions of this Agreement.

25.10 Annual Leave

(a) **Accrual of Annual Leave.**

- (1) Full-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time faculty

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members), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty members may accrue annual leave in excess of the year end maximum during a calendar year. Faculty members with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

- (2) Part-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.
 - (3) Academic year faculty members, faculty members appointed for nine (9) months or less, and OPS faculty members shall not accrue annual leave.
- (b) **Use and Transfer of Annual Leave.** Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the University Administration shall deduct from the faculty member's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the faculty member to the supervisor as far in advance as possible and appropriate. Approval of the dates on which a faculty member wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.
- (d) **Payment for Unused Annual Leave.**
- (1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year, and unless the faculty member requests the option in (2) below, the University Administration shall pay the faculty member for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the faculty member.
 - (2) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave accruing contract or

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terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the faculty member was accruing as of the faculty member's last day of work on an annual leave accruing contract.

- (3) Upon layoff, a faculty member shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the faculty member requests in writing that annual leave credits be retained pending re-employment. For faculty members who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Faculty members who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the faculty member was accruing as of the faculty member's last day of work.
- (4) If a faculty member has received a lump sum payment for accrued annual leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued annual leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
- (5) In the event of the death of a faculty member, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the faculty member's beneficiary, estate, or as provided by law.

25.11 Administrative Leaves.

a) **Jury Duty and Court Appearances.**

- (1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the faculty member; leave granted hereunder shall not affect a faculty member's annual or sick leave balance.
- (2) An appearance as an expert witness for which a faculty member receives professional compensation falls under the Conflict of Interest/ Outside Activity Article and the University Administration's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave accruing faculty member, may necessitate the faculty

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member seeking an adjustment of the work schedule.

- (3) If a faculty member is required, as a direct result of the faculty member's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty member's job assignment, and the faculty member shall be paid per diem and travel expenses and shall turn over to the University any fees received.
- (4) A faculty member involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing faculty member, must seek an adjustment to the work schedule.

b) **Military Leave.**

- (1) **Short-term Military Training.** A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).
- (2) **National Guard State Service.** A faculty member who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.
- (3) **Other Military Leave.**
 - a. A faculty member, unless employed in a temporary position or on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty for training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.
 - b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect a faculty member's annual or sick leave balance. The remainder of military leave shall be without pay unless the faculty member elects to use

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accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

- c. Applicable provisions of Federal and State law shall govern the granting of military leave and the faculty member's re-employment rights.
 - d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 25.12.
- (c) **Leave Pending Investigation.** When the President or representative reasonably believes that a faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief or for the duration of the circumstances that were the cause for the reasonable belief. The leave shall commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave or of other compensation provided under this Agreement. The University Administration shall commence and conclude its investigation within a reasonable time based upon the circumstances of the case.
- (d) **Other Leaves Provided Not Affecting Accrued Leave Balances.** A faculty member may be granted other leaves not affecting accrued leave balances that are provided as follows:
- (1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.
 - (2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days