

INVITATION TO NEGOTIATE
ITN # 2009-7
Long Term Disability Insurance
28, August 2009

To: All Proposers

From: Anthony Radomski, Coordinator of Procurement

You are invited to submit sealed replies subject to the terms, conditions, and specifications contained herein and are hereby made part of this Invitation to Negotiate. The term "proposals", as contained in this document, shall mean "sealed replies".

All proposals must be executed and submitted in a sealed envelope. Faxed proposals will not be accepted. The Invitation to Negotiate Number [ITN # 2009-7], the ITN title [**Long Term Disability Insurance**] and the Company name must be on the face of the envelope. Proposals must be delivered to:

Department of Business Services/Purchasing
State College of Florida
Building 7, Room 141
5840 26th Street West
Bradenton, Florida 34207

Proposals must be received at the address above no later than **3:00 pm, Monday, September 21, 2009**. Proposals will be opened publicly at that time. Proposals received after this date and time will be rejected. The proposal opening will determine only the names of companies that have elected to submit sealed replies to this ITN and to the timely responsiveness of their proposals. The evaluation of proposals will be conducted in the timeframe set forth in this Invitation to Negotiate.

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Invitation to Negotiate to Tony Radomski, Coordinator of Procurement, or by e-mail: radomst@scf.edu.

All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

Thank you,

Anthony Radomski
SCF Purchasing

**INVITATION TO NEGOTIATE
ITN # 2009-7
Long Term Disability Insurance**

Intent to Negotiate

SCOPE OF SOLICITATION

State College of Florida (hereinafter referred to as “SCF” or “the College”) is soliciting proposals for a Group Long Term Disability Income Replacement Plan (100% employer paid). Proposals will be accepted on a fully insured basis only, from those companies / insurers that wish to respond (hereinafter referred to as ‘Proposers’.)

PURPOSE OF THE PROPOSAL PROCESS

The College currently offers a Long Term Disability Plan. It also provides sick leave that accrues at (1) day per month, and may be accrued indefinitely. The **Sick Leave for All Employees** rule is attached as Appendix B. The College also provides the opportunity for employees to join a Sick Leave Pool that allows for sharing of sick leave up to a maximum of 60 days. This plan pays 100% of an employee’s pay for this period. The **Sick Leave Pool** rule is attached as Appendix C. The College desires to continue to provide a Long Term Disability Plan for all regular employees working more than 20 hours per week and will pay the entire premium for this program. The purpose of this Request for Proposals (ITN) is to solicit competitive bids to provide this benefit.

Our Objectives: SCF’s primary objective is to offer:

- (a) Adequate benefits for all employees at the most cost effective premium.
- (b) Favorable policy provisions.

SCF realizes that the ability to fulfill this mission, while at the same time securing services at the best possible value to the College, requires a stringent effort to engage in contracts that will provide the best resources at the lowest possible cost.

SCF also realizes that securing the best resources requires close evaluation of contractor qualifications, quality of services offered, innovative solutions and price.

In order to secure the best value to the College, SCF retains the right to review the levels of service offered by competing firms against the cost of services proposed, and to negotiate all applicable terms as necessary. Likewise, the College recognizes that other methods of securing services such as Invitation to Bid (ITB) and Intent to negotiate (RFP), do not allow for negotiation of service levels and/or price.

For these reasons, SCF has decided to issue this Invitation to Negotiate (ITN). It is the College’s intention to negotiate, in good faith, with one or more firms in order to achieve all its goals and secure its mission.

Timothy Langenback
Director of Business Services & Public Safety

**INVITATION TO NEGOTIATE
ITN # 2009-7
Long Term Disability Insurance**

GENERAL CONDITIONS

To insure acceptance of the proposal, read and follow these instructions

SEALED PROPOSALS

All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. The face of the envelope must contain the Invitation to Negotiate number [ITN # 2009-7], the ITN title [Long Term Disability Insurance], and Company name. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. SCF Purchasing will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

DEFINITIONS

COLLEGE: The term "College" refers to State College of Florida.

PROPOSER: The term "Proposer" refers to the dealer/manufacturer/contractor/business organization submitting a proposal to the College in response to this invitation. The terms "proposer/contractor/vendor" are interchangeable.

EXECUTION OF PROPOSAL

The proposal must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. The proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.

NO BID

If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID," and explain the reason. Failure to respond may result in the removal of the supplier's name from the supplier mailing list.

EVALUATION OF PROPOSALS

The evaluation committee will recommend that the State College of Florida District Board of Trustees authorize College administration to negotiate with one, or more, proposer(s) scoring the overall highest evaluation points. The College will select the group it deems most qualified as finalists and will conduct simultaneous negotiations with each vendor regarding qualifications, quality and price and will award the contract to the vendor that provides the best value to the College.

PROPOSAL OPENING

The proposal opening shall be public, at the address indicated on the Invitation to Negotiate document, on the date and at the time specified. It is the proposer's responsibility to assure that the proposal is delivered at the proper time to the place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.

NOTE: Proposal results will be posted on the State College of Florida web site <http://www.scf.edu/pages/3672.asp>. Telephone requests for proposal results are not allowed.

COSTS

The College is not liable for any costs incurred by a proposer in responding to this ITN, including those for presentations, if applicable.

PRICES, TERMS and PAYMENT

Firm prices shall be quoted, typed or printed in ink, and include all packaging, handling, shipping charges and delivery to the destination shown herein.

- (a) **TAXES:** The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192 F.S.
- (b) **DISCOUNTS:** Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
- (c) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.
- (d) **CLARIFICATION/CORRECTION OF BID ENTRY:** The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.
- (e) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- (f) **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.
- (g) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.
- (h) **PAYMENT:** Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- (i) **FREIGHT TERMS:** All goods will be delivered F.O.B. State College of Florida, 5840 26th Street West, Bradenton, Florida 34207

DELIVERY

Unless actual date of delivery is Specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS

Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

INTERPRETATIONS

Any questions concerning conditions and specifications shall be directed in writing to State College of Florida Purchasing office for receipt no later than seven (7) business days prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITN conditions and specifications.

CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

ADDITIONAL QUANTITIES

The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable; the proposal sheets must be noted with the following words: ***"Proposal is for specified quantity only."***

PURCHASES BY OTHER ENTITIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734.

SERVICE AND WARRANTY

Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

SAMPLES

Samples of items, when required, must be furnished free of expense, on or before ITN opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, ITN number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal; the commodities shall be disposed of by the College.

NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.

INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed that would necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.

LEGAL REQUIREMENTS

Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to ITN hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

DISPUTES

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

PROTEST

"Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the **Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL. 34207** within the time prescribed in Chapter 120, Florida Statutes to be considered valid.

ADVERTISING

In submitting a proposal, proposer agrees not to use the results wherefrom as a part of any commercial advertising.

ASSIGNMENT

Any Purchase Order issued pursuant to this ITN and the moneys that may become due hereunder may not be assigned, except with the prior written approval of the College.

CONSORTIUM PURCHASE

When an ITN is issued on behalf of a consortium, prices shall be F.O.B. ordering institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated as **SPECIAL CONDITIONS**.

LIABILITY

The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from this ITN.

PATENTS AND ROYALTIES

The proposer, without exception, shall indemnify and save harmless the College and its officers, agent and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

PUBLIC RECORD LAW

Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITN.

AUDIT RECORDS

The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the ITN, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this ITN.

ANTI-DISCRIMINATION CLAUSE

The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

RETENTION OF RECORDS

Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this ITN for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this ITN and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

AMERICANS WITH DISABILITIES ACT

The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this ITN may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

DISCRIMINATORY VENDOR'S LIST

Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

ITN # 2009-7
ITN Title: Long Term Disability Plan
Table of Contents

Section I – Introduction and General Requirements	Page
Scope of Solicitation	12
Purpose of Proposal Process	12
Negotiation	12
Proposal Return Date, Time and Location	12
Attachment Date and Rate Guarantee	13
Use of Proposal Forms	13
Commissions	13
Financial Ratings	13
Specimen Forms or Contracts	13
Non-Warranty of Specifications	14
Waiver and rejection of Proposals	14
Authorized Signature	14
Deviations from Model Program	14
Compliance with Laws, Rules and Regulations	14
Termination Endorsement	14
Termination of Contract	15
Re-rating Endorsement	15
Public Evaluation Meeting	15
	15
Section II – Census Data	
Census Data (Appendix A)	16
Section III – Description of Desired Plans	
Descriptions of Desired Plans	16
Additional Value Added Offerings	16
Age Discrimination in Employment Act	17
Americans with Disabilities Act	17
Section IV – Proposal Forms	
Instructions (Basis for Award)	17
Exhibit A - Interrogatories	18
Exhibit B – Sample Claim - 1	21
Exhibit C – Sample Claim - 2	22
Exhibit D – Sample Claim - 3	23
Exhibit E – Deviations / Exception from Specifications	24
Exhibit F - Group References	26
Proposer Warranty	27
Exhibit G - Evaluation Criteria	28
ITN 2007-1 - Schedule	29
Appendix B - Sick Leave Rule #6HX14-2.45	attached
Appendix C - Sick Leave Pool #6HX14-2.51	attached

Section I – Introduction and General Requirements

SCOPE OF SOLICITATION

State College of Florida (hereinafter referred to as “SCF” or “the College”) is soliciting proposals for a Group Long Term Disability Income Replacement Plan (100% employer paid). Proposals will be accepted on a fully insured basis only, from those companies / insurers that wish to respond (hereinafter referred to as ‘Proposers’.)

PURPOSE OF THE PROPOSAL PROCESS

The College currently offers a Long Term Disability Plan. It also provides sick leave that accrues at (1) day per month, and may be accrued indefinitely. The *Sick Leave for All Employees* rule is attached as Appendix B. The College also provides the opportunity for employees to join a Sick Leave Pool that allows for sharing of sick leave up to a maximum of 60 days. This plan pays 100% of an employee’s pay for this period. The *Sick Leave Pool* rule is attached as Appendix C. The College desires to continue to provide a Long Term Disability Plan for all regular employees working more than 20 hours per week and will pay the entire premium for this program. The purpose of this Intent to Negotiate (ITN) is to solicit competitive sealed replies to provide this benefit.

Our Objectives: SCF’s primary objective is to offer:

- (c) Adequate benefits for all employees at the most cost effective premium.
- (d) Favorable policy provisions.

Negotiation: SCF will negotiate with a select pool from all proposals based upon responses to this invitation to negotiate.

PROPOSAL RETURN DATE, TIME AND LOCATION

All proposals must be executed and submitted in a sealed envelope. The face of the envelope shall contain the Invitation to Negotiate number [ITN 2009-7], the proposal name: Long Term Disability Plan, the company name, and delivered to:

Department of Business Services / Purchasing
State College of Florida
Building 7, Room 141
5840 26th Street West
Bradenton, Florida 34207

All proposals must be received at the above address no later than **3:00 pm, Monday, September 21, 2009**. Proposals received after this date and time will not be accepted and will be retained unopened. Faxed proposals will not be accepted.

ATTACHMENT DATE AND RATE GUARANTEE

The terms, conditions and rates proposed must be binding for 90 days from the specified proposal date.

Coverage will be effective January 1, 2010. Rates shall be guaranteed for a minimum of two (2) years from the effective date, with the option to renew up to three (3) additional one year terms based upon satisfactory performance, rates, same terms and conditions, and annual District Board of Approval of extensions.

USE OF PROPOSAL FORMS

Proposals must be submitted on the proposal forms (provided in this ITN) in one (1) original and five (5) copies. Proposals must include company name, address, telephone number, company representative name and title and e-mail address. The proposal form **must** be signed by an authorized company representative.

Proposals must address each area as indicated in this ITN package to enable proper evaluation. All questions on the proposal forms must be answered. Supplemental information is welcomed and may be attached to the proposal forms.

COMMISSIONS

Commission data is required at this time.

FINANCIAL RATING

Only those Proposers that, in the opinion of the College, are financially capable of providing the coverage will be considered. The current Best's insurance reports will be used as the guide. In order to qualify for consideration, Proposals must meet or exceed the following Best's rating of: "A", General Policyholders Rating Classification and VII, Financial Size Classification.

SPECIMEN CONTRACTS

A complete specimen contract for the plan(s) proposed must be included in order for the proposal to be considered.

The attachment of a specimen to the proposal form shall not constitute notice to The College of a Proposer's intent to deviate from the Invitation to Negotiate in a restrictive manner. Please note any deviations. Unless specifically noted otherwise, the attachment of specimen writing(s) shall be deemed to be an offer in at least full compliance with the ITN and the Proposer expressly agrees to reform said writing(s) to the extent inconsistent in a restrictive manner from the Invitation to Negotiate.

NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this Invitation to Negotiate (ITN), and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the risk and verification of all underwriting information herein shall rest solely with those making proposals. Neither The College nor its representatives shall be responsible for any error or omission in this ITN, nor for the failure on the part of the Proposers to determine the full extent of the risk.

WAIVER AND / OR REJECTION OF PROPOSALS

SCF reserves the right to waive formalities in any proposal, to reject any and all proposals in whole or in part, with or without cause, and to accept the proposal that, in its judgment, will be in its best interest.

AUTHORIZED SIGNATURE

The signature on the proposal forms must be that of an officer of the Company making the proposal. This manual signature shall pertain to the entire proposal.

DEVIATIONS FROM MODEL PROGRAM

The contract terms and conditions stipulated in this Invitation to Negotiate are those desired by SCF and preference will be given to those proposals in full or substantial compliance with the requested programs. However, after allowance for any deviations, all responsive proposals will be considered initially. Proposers are cautioned that deviations from the model programs must be clearly stated and described on the proposal forms.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Each Proposer is responsible for full and complete compliance with all laws, rules and regulations (including those of the various State Departments of Insurance) which may be applicable to it. Failure or inability on the part of the Proposer to comply with such laws, rules and regulations (including failure to obtain Florida State Department of Insurance approval for filings) shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal.

TERMINATION OF ENDORSEMENT

Notwithstanding any provision in the contract to the contrary, the Proposer shall give written notice to The College at least one hundred twenty (120) days prior to cancellation, non-renewal, restriction of coverage, or restriction of the insurer's contractual obligations. Contracts which include rate guarantees are non-cancelable by the Proposer until expiration of the contract.

The contract may be terminated with 14 days notice, without cause, at the request of The College.

TERMINATION OF CONTRACT

Upon termination (on or off anniversary) of the contract awarded from this ITN, the selected Proposer shall be responsible for continuing to make all appropriate payments to existing disability claimants on its books until the claim is extinguished by the Maximum Duration of Benefits term of the contract.

A condition of the award of a contract is agreement by the winning proposer to add to its books all pending claims that are reported or have occurred in the twelve (12) months prior to termination of such contract, whether or not such claims have passed the Elimination Period and regardless of whether or not such claims have been certified for Benefit payment. If an eligible disability occurred within the twelve (12) months prior to termination of contract, such disabled life shall become the sole responsibility of the Proposer until the claim is extinguished by the maximum Duration of Benefits term of the contract.

RE-RATING ENDORSEMENT

Notwithstanding any provision in the contract to the contrary, the Proposer shall give written notice to The College at least ninety (90) days prior to any increase in rates or any change in consideration, stating specifically the amount or type of change requested. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and effect of the proposed change on the overall consideration of the contract, shall not constitute a valid notice.

PUBLIC EVALUATION MEETING

A committee of SCF employees will meet for the purpose of evaluating responses to this ITN at:

1PM Monday, September 28, 2009
Location To Be Determined
Contact: Gerry Sklenicka, Benefits Coordinator
941-752-5393

Members of the public are welcome to observe but may not participate in these proceedings.

For more information regarding this public evaluation or any other additional information or clarification of the submission please contact:

Tony Radomski
Coordinator of Purchasing
State College of Florida
5840 26th Street West
Bradenton, Florida 34207
Phone: 941-752-5356
E-Mail: radomst@scf.edu

Section II – Census

CENSUS DATA

Please refer to Appendix A for SCF census data.

Section III – Description of Desired Plans

GROUP LONG TERM DISABILITY

Please submit price quotes on both Plan I and Plan II

PLAN I	
Amount of Benefit	50% of Monthly Earnings
Maximum Monthly Benefit	\$10,000
Benefit Duration	Social Security Normal Retirement Age
Elimination Period	3 Months (90 Days)

PLAN II	
Amount of Benefit	60% of Monthly Earnings
Maximum Monthly Benefit	\$10,000
Benefit Duration	Social Security Normal Retirement Age
Elimination Period	3 Months (90 Days)

OTHER CRITERIA FOR ALL PLANS	
Contribution	100% Employer Paid
Coverage	24 Hour – On and Off the Job
Definition of Disability	2 Year Own Occupation w/Zero Day Residual
Social Security Integration	Primary
Pre-Existing Condition	3/12 Exclusion
Insurability	Guaranteed
Return to Work Program	Describe
Portability	Describe Conversion Benefits
Mental Illness	Benefits and Limitations
Self-Reported Symptoms	Is Self-Reporting Allowed? Are There Restrictions on Self-Reporting? Describe Limitations
Waiver of Premium	Include
Limitations	List (Pre-Existing Time Frames)
Exclusions	List
Managed Rehabilitation	Describe

ADDITIONAL VALUE ADDED OFFERINGS

Please provide a description of any “value added” additions to your plan. Give full description, any limitations, examples, definitions, etc.

AGE DISCRIMINATION IN EMPLOYMENT ACT

All Long term Disability benefits are to comply with the Age Discrimination in Employment Act and attendant regulations, both temporary and final, for eligibility and benefits payment purposes.

AMERICANS WITH DISABILITIES ACT

All Long Term Disability benefits shall provide service accommodations to plan participants who have sight, hearing or other disabilities for eligibility and benefits payment purposes.

Section IV – Proposal Forms

INSTRUCTIONS

All Proposers are asked to propose as follows:

1. Base your proposal on data provided for all employees
2. Complete all Exhibits in Section IV, as follows:
3. Exhibit A: (Interrogatories)
4. Exhibits B, C and D: (Sample Claims)
5. Exhibit E: (Deviations / Exceptions from Specifications)
6. Exhibit F: (References)
7. The Proposer's Warranty must be executed by an officer of your company

Proposers are required to use the proposal forms supplied in this Invitation to Negotiate. Fill in the requested information – do not re-type the pages. You may attach computer illustrations as supplemental information only. Failure to complete all proposal forms may disqualify your proposal. If a question is not applicable to your proposal, type NOT APPLICABLE in the answer blank.

BASIS OF AWARD

The College will establish an evaluation committee to review all responsive written proposals received. The evaluation committee will assign relative evaluation points as noted in **Exhibit G – Evaluation Criteria Matrix** on the basis of its ability to differentiate the features of one written proposal from another and recommend to the administration the proposal it feels is in the best interest of the College.

Exhibit A – Long Term Disability Interrogatories

Proposal Prepared By	
Telephone Number	

1. What is the rate, per \$100, of covered payroll for a **three (3) year rate guarantee?**

Alternate Plan I: _____

Alternate Plan II: _____

2. What is the rate, per \$100, of covered payroll for a **two (2) year rate guarantee?**

Alternate Plan I: _____

Alternate Plan II: _____

3. If you do not offer a 2 year rate guarantee, what would be the rate, per \$100, of covered payroll for a **one (1) year rate guarantee?**

Alternate Plan I: _____

Alternate Plan II: _____

4. What are your policy limitations regarding disability caused by:

Pregnancy:

Mental Illness or Nervous Disorders:

Alcoholism, Drug Addiction or Use of Narcotic, Hallucinogenic Drugs:

5. What covered monthly payroll did you use to evaluate your proposal? \$

6. What Census Summary did you use to evaluate your proposal?

Male: _____

Female: _____

Total: _____

7. If you used payroll or census data other than that provided in **Appendix B**, please explain what you used and why.

8. Can an insured employee convert the group coverage to an individual policy if the insured employee terminates employment?

YES _____ **NO** _____

If yes, is there a charge for the conversion?

YES _____ **NO** _____

a. If yes, what is the charge? _____

b. Is evidence of insurability required to obtain coverage?

YES _____ **NO** _____

c. At the policy's effective date? **YES** _____ **NO** _____

d. For new hires? **YES** _____ **NO** _____

9. Please provide your Definition of Disability

10. Identify your policy definitions and coordination provisions that define how Rehabilitative Benefits integrate with Total Disability Benefits (Please restate the provisions here)

a. Total Disability:

b. Rehabilitative Disability:

11. Will you insure this group for more than 50% of basic monthly earnings?

YES _____ **NO** _____

a. If yes, what is the highest % of basic monthly earnings you will insure? \$ _____

b. Will you allow employees to "buy up" to higher coverage? **YES** _____ **NO** _____

c. If yes, please provide a rate chart for cost, per \$100, based on age.

12. Will you insure this group for more than a Maximum Monthly Benefit of \$10,000
YES _____ **NO** _____
13. If yes, what is the highest Maximum Monthly Benefit you will insure? \$ _____
14. What is the Minimum Benefit payable under your proposed plan? \$ _____
15. Do the proposed policy provisions conform to the Age Discrimination in Employment Act provisions and regulations?
YES _____ **NO** _____
16. Do the proposed policy provisions conform to the Americans with Disabilities Act provisions and regulations?
YES _____ **NO** _____
17. Describe your renewal formula.
18. What is your claims processing turn-around time?
19. What are your customer service hours? _____
Do you have online capabilities? **YES** _____ **NO** _____
20. What offsets are involved? (Social Security, Workers Compensation, other Compensation)
21. Own Occupation Duration.
22. What is your appeals process?
23. Explain survivorship benefits.

Exhibit B – Long Term Disability – Sample Claim #1

Proposal Prepared By	
Telephone Number	

CIRCUMSTANCES ASSUMED:

Employee's regular earnings are \$2,000 per month. He has been disabled for 12 months and is still unable to return to his regular occupation on a full-time basis. He is covered under Social Security. He currently receives \$975 per month in Primary and Secondary Social Security benefits. He receives no other income and is not currently involved in a rehabilitation program.

INSTRUCTIONS TO PROPOSER:

Use the following space to reveal the insured's benefit calculation. Start with the scheduled monthly income benefit of 60% of salary and calculate and identify each step in the benefit calculation process.

ILLUSTRATION:

Gross Monthly Income Benefit: \$ _____

Reduction Amount (other income): \$ _____

Basis for Reduction:

1.

2.

Net Benefit: \$ _____

Exhibit C – Long Term Disability – Sample Claim #2

Proposal Prepared By	
Telephone Number	

CIRCUMSTANCES ASSUMED:

Employee's regular earnings are \$2,000 per month. The insured employee was unable to perform the duties of his own occupation on a full-time basis for nine months, but he is currently recovering and able to return to his occupation on a part-time basis under insurance company approved rehabilitation according to plan provisions. Current part-time earnings are \$500 per month. He is covered under Social Security but has not yet received any Social Security disability benefits.

INSTRUCTIONS TO PROPOSER:

Use the following space to reveal the insured's benefit calculation. Start with the scheduled monthly income benefit of 60% of salary and calculate and identify each step in the benefit calculation process.

ILLUSTRATION:

Gross Monthly Income Benefit: \$ _____

Reduction Amount (other income): \$ _____

Basis for Reduction:

1.

2.

Net Benefit: \$ _____

Exhibit D – Long Term Disability – Sample Claim #3

Proposal Prepared By	
Telephone Number	

CIRCUMSTANCES ASSUMED:

A Class 1 employee's regular earnings are \$2,000 per month. He has been totally disabled for 12 months and it has been determined that he will be physically unable to return to his own occupation. He is covered under Social Security but has not received any Social Security disability benefits. He is receiving Workers Compensation Permanent Partial Disability payments of \$200 per month. He has become employed full-time in another occupation and in that occupation is currently earning \$1,000 per month.

INSTRUCTIONS TO PROPOSER:

Use the following space to reveal the insured's benefit calculation. Start with the scheduled monthly income benefit of 60% of salary and calculate and identify each step in the benefit calculation process.

ILLUSTRATION:

Gross Monthly Income Benefit: \$ _____

Reduction Amount (other income): \$ _____

Basis for Reduction:

1.

2.

Net Benefit: \$ _____

End of Sample Claims

Exhibit E – Long Term Disability Deviations and Exclusions to Specifications

Proposal Prepared By	
Telephone Number	

This proposal **WILL / WILL NOT** deviate from the specifications in each of the following categories:

	Will Not Deviate	Will Deviate
Financial Rating		
Specimen Policy Attached		
Authorized Signature		
Termination Endorsement		
Termination of Contract		
Re-rating Endorsement		
Benefit Description (Summary)		
Exclusion of Pre-Existing Conditions		
Eligibility		
24-Hour Coverage		
Qualifying Period		
Contribution		
Maximum Duration of Benefits		
Rate Guarantee		

A check mark in the column “Will Not Deviate” indicates full compliance. A check mark in the column “Will Deviate” requires comment on the page titled “Explain”

A check mark must be made across each item in the table above in either the “Will Not Deviate” or “Will Deviate” column. If there are additional deviations / exceptions in your proposal that are not specified in the table, please list them in the space provided below or attach a separate sheet referencing Exceptions / Deviations. If there are none, please state **NONE** in the space below.

ADDITIONAL EXCEPTIONS / DEVIATIONS TO SPECIFICATIONS – EXHIBIT E:

Exhibit E – Long Term Disability Deviations and Exclusions to Specifications

EXPLAIN:

Exhibit F – Long Term Disability Group References

A minimum of three (3) are required. References must have been clients for at least two (2) years.

Reference # 1	
Name of Employer	
Contact Name	
Telephone Number	
How Long Was Employer a Client?	
How many Employees Were Covered Under LTD Plan?	

Reference # 2	
Name of Employer	
Contact Name	
Telephone Number	
How Long Was Employer a Client?	
How many Employees Were Covered Under LTD Plan?	

Reference # 3	
Name of Employer	
Contact Name	
Telephone Number	
How Long Was Employer a Client?	
How many Employees Were Covered Under LTD Plan?	

Reference # 4	
Name of Employer	
Contact Name	
Telephone Number	
How Long Was Employer a Client?	
How many Employees Were Covered Under LTD Plan?	

ITN # 2009-7
ITN Title: Long Term Disability Plan

Proposer's Warranty

The undersigned person by his / her signature affixed hereon warrants that:

A. He / She is an Officer for the Proposer

B, He / She has been specifically authorized to offer a contract in full compliance with all requirements, and conditions, as set forth in this underwriting submission, other than those deviations noted in Exhibit E.

C. If this proposal is accepted, the contract will be issued as proposed.

Signature of Officer: _____

Typed Name of Officer: _____

Typed Officer's Title: _____

Typed name of Proposer: _____

Date: _____

Exhibit G – Evaluation Criteria

Maximum Points	Criterion
5	MBE/WBE >51% Ownership *
5	AA/EEOC Plan in Place **
40	Scope of Service
10	Agency/Underwriting Qualifications
20	Rates
20	References
100	Total Points

* Is your firm owned / controlled by >51% minorities or women?

YES _____ NO _____

** Does your firm have an affirmative action / Equal Opportunity Plan in place?

YES _____ NO _____

ITN # 2009-7
ITN Title: Long Term Disability Plan

Schedule

All proposal openings and committee meetings are public and in strict compliance with Florida sunshine statutes and are held on the date and time in the building and room indicated below. Schedule changes, when required, will be indicated here.

Date	Time	Activity	Place
8/24/09		Proposal Released, Available Through Website, Pick-Up or Mail	http://www.scf.edu/pages/3672.asp
9/21/09	3 PM	Deadline for Proposal Submissions to SCF	SCF Dept of Business Services Building # 7, Room 141 5840 26 th Street West Bradenton, FL 34207
9/22/09	10 AM	Proposals Opened – Given to Committee Members PUBLIC	SCF Dept of Business Services Building # 7, Room 141 5840 26 th Street West Bradenton, FL 34207
9/28/09	1-4 PM	Committee evaluation of proposals. Negotiation pool selected. PUBLIC	Location To Be Determined Contact: Gerry Sklenicka Benefits Coordinator 941-752-5393
10/05/09	2 PM	Negotiations with selected pool PUBLIC	Location To Be Determined Contact: Gerry Sklenicka Benefits Coordinator 941-752-5393
TBD	TBD	Recommendation of Intended Award Posted on SCF Website	http://www.scf.edu/pages/3672.asp

Appendix A Census

<u>Age</u>	<u>Gender</u>	<u>Salary</u>	<u>TITLE</u>
56	F	28,316.40	Lab Instructor -10 mos ARC
51	F	56,449.00	Program Director - CROP
53	M	35,455.13	Tradesworker II
55	F	61,105.00	Prof-9 mos- NURSING
46	M	39,593.00	Instructor - Drama
55	F	49,946.00	Ass't Prof-9 mos-Nursing
56	F	46,315.00	Coord., Educational Records
55	M	65,375.00	Professor-Soc/Beh Sci 9 mos
54	F	47,500.00	Specialist, Learning-Nursing
42	M	71,560.00	Director, Workforce Solutions
43	M	36,373.73	Tradesworker II-Carpenter
40	F	51,857.00	Assoc Prof-9 mos-Nursing
62	M	35,976.94	Tradesworker II/EquipMechanic
55	M	30,464.59	Tradesworker II
44	F	30,706.21	Staff Ass't III-CorpCommDev-VC
52	F	37,728.00	Librarian-Public Svc-25hr wk
45	F	20,516.67	Lab Instructor-9mos-Lng/Litera
66	F	95,893.00	Executive Director
63	F	31,626.29	Cust Ser/Facilities Op Spec-VC
39	F	43,609.36	Lab Manager-ARC 12 mon
37	M	37,318.88	Advisor I, Student Development
32	M	23,518.20	Lab Instructor 10mos-Film
35	F	27,417.61	Staff Ass't.III-AVP Student Sv
55	F	18,780.10	Ass't,Edu Records-VC-PT 25 hrs
56	M	67,937.00	Professor-9 mos - COMP/ENGINR
50	F	52,634.00	Assoc Prof-9 mos-Science
61	M	37,202.89	Specialist, Aud Support-10 mos
38	F	40,215.00	Instructor-9 mo-Lng/Literature
60	F	83,481.00	Librarian-Supervisor
45	F	37,713.94	ExAss'tIII-VP-StudDevel/Enroll
57	M	120,539.00	V.P.,Education & Student Svcs
35	M	25,597.19	Library Assistant-F/T
62	M	37,727.00	Instructor-9 mos - MATH
59	F	26,684.20	Lab Instructor -10 mos-Math
32	F	27,417.61	Accounting Clerk III
54	M	69,645.00	Professor9mos-LNG/Literature
48	M	50,138.00	Facilities Planner
60	M	41,639.00	Ass't Mgr. Bookstore
60	M	70,499.00	Professor-9 mos - ART/HUM
45	F	41,746.51	Lead Graphic Artist

54	F	46,446.00	Ass't Prof-Phy Therapy 9 mos
25	M	31,594.05	Specialist, CROP Multicultural
53	F	55,742.00	Assoc Prof-9 mos-Comp/Eng
54	F	32,911.22	Specialist, Cont Ed-CCD
26	F	37,727.00	Inst-9 mos - Bus/Tech
55	M	59,835.00	Ass't Prof-10 mos-Radiography
54	F	84,151.00	Prof-12 mos-DIR OCC THER
43	F	52,634.00	Assoc Prof-9 mos -Psychology
41	M	35,961.91	Office Supervisor, TSI
41	F	31,672.35	Admin. Spec - Facilities
53	M	27,761.10	Lab Instructor-10mo-GraphDesig
61	M	44,346.00	Ass't Profr-9mos Bus. & Tech
57	M	25,307.35	Groundskeeper
61	F	64,521.00	Professor 9 mosLNG/LITERATURE
32	F	64,000.00	Director, Advising Services
50	F	47,146.00	Ass't Prof-9 mos-Nursing
36	F	26,536.79	Assistant, Educational Records
50	M	66,229.00	Professor -9 mos - MATH
51	F	53,411.00	Assoc Professor-9 mos-Comp/Eng
47	F	28,270.31	Specialist-Cont. Ed WFD
43	F	41,459.00	Instructor-9 mos - Bus/Tech
63	F	40,337.11	Accounting Technician I
55	F	24,745.93	Bookstore Shipping/Receiving
69	M	132,500.00	V.P.,Acad Quality & Success
52	F	45,046.00	Ass't Prof-9 mos Nursing
61	F	32,370.02	Academic Div Sec'y-HealthSci
57	M	62,067.00	Manager Financial Svcs.
28	F	27,613.24	Staff Ass't III-Foundation
47	F	30,843.29	Specialist, CIT Operations
54	M	70,665.00	AVP Prog Eval & Compliance
50	M	53,223.96	Supervisor Maint/SiteUtilities
47	F	27,965.71	Staff Assistant II-Bus Serv
50	F	37,251.23	Coordinator, Adjunct
24	M	14,656.14	Staff Ass't II-PT-Car Ctr-25hr
53	F	40,215.00	Instructor-9 mos - Music
48	F	61,105.00	Prof-9 mos - NURSING
50	M	26,203.84	Printing Equipment Operator
56	F	64,521.00	Professor 9 mos-LNG/Literature
60	F	53,411.00	Assoc Prof. 9 mths - Lang&Lit
43	F	26,615.09	Academic Department Sec'y
38	F	25,763.15	Assistant, Educational Records
40	F	42,703.00	Instructor-9 mos-Math
58	F	24,907.43	Staff Ass't II-Corp/Comm Dev
53	F	30,608.39	Accounting Clerk III
62	F	68,425.00	Director, eLearning
42	F	79,500.00	Director, Library Services
41	F	45,746.00	Ass't Prof-Biology-9mos
52	M	74,000.00	Director of Devel/Foundation
35	M	41,052.50	Athletic Trainer
54	F	27,495.91	Assistant, Educational Records

58	M	49,946.00	Ass't Prof-9 mos- THEATER
59	F	58,073.00	Assoc Prof-Soc/Beh Sci 9 mos
32	F	45,046.00	Ass't Prof-9mos-Nat'l Sci
56	F	31,567.51	Staff Ass't III-HR
45	F	42,081.00	Instructor - 9 Mths Lang&Lit
55	F	33,583.79	Staff Ass't III-Central Svc
36	M	34,118.78	Tradesworker II-Mechanical
55	F	28,312.48	Academic Dept Sec'y-Math
58	M	57,388.00	Coordinator, DRC
45	F	61,959.00	Professor-9 mos Soc/Beh Sci
38	M	24,931.37	Groundskeeper
61	M	31,741.50	Tradesworker II-Equip/Maint
61	F	32,702.74	Academic Dept Sec'y-Bus-BC
49	M	52,634.00	Assoc Prof-9 mos-Business
40	M	52,634.00	Assoc Prof-9mos.Lang & Lit
49	F	29,793.15	Clinic Mgr-12 mos-DentHyg-25hr
50	F	46,446.00	Ass't Professor-9 mos-Math
43	F	57,500.00	Manager, Auxiliary Services
59	F	68,791.00	Professor9 mos-Speech
27	M	38,349.00	Instructor-9mos-Soc/Beh Sci
51	M	32,970.34	Tradesworker I-Painter
52	M	26,600.82	Groundskeeper
45	M	67,083.00	Professor-9 mos - SCIENCE
44	F	44,346.00	Ass't Prof-9mos-Nat'l Sci
56	F	73,062.00	Program Chair II-Nursing
38	F	51,857.00	Assoc Prof-9 mos-Nursing
55	F	53,488.00	Director, Career Resource Ctr.
50	F	37,727.00	Instructor -9 mos-Math
57	F	63,645.00	Mgr., Bookstore
45	M	46,672.00	Media Services Coordinator
41	F	48,500.00	Web Comm & Pub Mgr.
39	F	47,846.00	Ass't Prof-9 mos-Lang/Lit
63	F	44,886.00	Coordinator, HRIS
41	F	29,597.40	Specialist, Public Relations
53	F	27,613.25	Staff Assistant II - TSI
40	M	42,160.64	Sgt. Public Safety
39	F	40,215.00	Instructor-9 mos-Bus/Tech
50	F	44,346.00	Ass't Prof-9 mos-Nursing
45	F	44,346.00	Ass't Prof-Soc/Beh Sci 9 mos
61	M	67,083.00	Professor-9 mos - BUSINESS
50	F	30,392.95	Academic DeptSec'y-Art/Music
39	M	44,346.00	Ass't Prof-9 mos-Lang & Lit
49	F	49,528.00	Asst. Dir., CCD-VC
49	F	48,643.00	Coordinator, Finan'l Services
48	M	210,500.00	President
53	M	26,333.60	Courier (40 hrs.)
62	M	72,207.00	Professor-9 mos - SCIENCE
58	M	24,735.89	Mailroom Specialist
46	F	49,500.00	Coordinator, BSN Program
71	F	26,269.06	Specialist, Driver Improvement

53	F	21,451.31	Telephone Operator
41	M	40,533.50	Advisor, Student Development
43	F	26,419.22	Specialist, Cont Ed-Prof Dev
62	F	40,227.20	Specialist, Public Safety
42	F	65,304.00	Librarian-Reference
40	M	37,727.00	Instructor-9 mos - SCIENCE
28	F	33,357.44	Advisor I, Student Development
41	F	47,846.00	Ass't Prof-9mos Math VC
64	F	33,720.64	Specialist II, Fin Aid
44	F	38,769.99	Lab Manager-12 mos-Bus/Tech
62	F	100,905.00	Provost-Lakewood Ranch
63	F	31,308.26	Cust Serv/Permitting Spec-40hr
52	F	61,105.00	Prof-9 mos-Graphic Des.
65	M	74,779.00	Admin Projects Specialist
39	M	42,132.56	Advisor II, Student Activities
48	M	52,791.00	Mgr., Fixed Assets
50	M	31,522.16	Lab Instructor-12mos. ARC
37	M	26,908.54	Staff Ass't III-WFD
52	F	29,891.03	Staff Ass't III-Health Science
50	F	66,611.00	Director, Institute of Cont Ed
56	M	28,901.84	Tradesworker I-Mechanical
56	M	45,046.00	Ass't Prof-9 mos - BUSINESS
55	M	60,251.00	Prof-9 mos-Film
60	F	45,130.00	Accountant
56	F	66,229.00	Professor -9 mos - MATH
43	F	22,016.36	Accounting Specialist-25 hrs
42	M	27,300.04	Staff Ass't III- Human Res
57	F	36,898.88	Exec Ass't-VP Baccal/Provost
61	F	72,207.00	Profess9 mos-Lang/LiteratureVC
44	M	28,543.79	Groundskeeper
38	M	38,476.17	Advisor II, Student Developmnt
57	F	31,344.56	Lab Instructor-12mos-ARC
62	F	31,528.24	Testing Technician
51	F	24,872.74	Accounting Clerk III
41	M	44,346.00	Instructor-Science 9 mos
37	F	29,832.42	Staff Ass't III-Library
55	F	48,546.00	Ass't Prof-9 mos-DentHygiene
50	M	47,846.00	Asst Prof-Soc Behavioral Sci
59	F	44,447.74	Advisor II,Career Resource Ctr
37	F	52,634.00	Assoc Prof-9mos-Science
60	F	95,893.00	AVP - Finance
61	F	67,083.00	Professor-9 mos-LNG/Literature
37	F	27,081.20	College Courier-40hrs.
41	M	44,346.00	Ass't Prof-9 mos-Religion
37	F	27,417.61	Assistant, Educational Records
56	F	25,851.61	Staff Ass't II-Stud. Activity
45	F	51,324.00	Librarian-FT
36	F	51,857.00	Assoc Prof-9 mos-SOC/BEH SCIEN
63	F	53,411.00	Assoc Prof-9 mos-Nursing
27	F	40,640.00	Specialist, Public Information

55	F	29,766.61	Accounting Clerk III
57	F	27,463.73	Staff Ass't II-Student Develop
53	F	68,310.00	Ass't Director, Human Resource
56	F	40,924.24	Exec Ass't III-VP Acad Affairs
45	M	44,346.00	Ass't Prof-9 mos-Nat'l Sci
62	M	70,515.00	Director, Business Services
56	F	29,179.24	Specialist I,Financial Aid
46	F	36,526.95	Specialist, Library Support
40	M	33,432.77	Groundskeeper/Sports
42	F	78,600.00	AVP - Student Services
62	F	49,946.00	Ass't Prof-9 mos-Nursing
52	F	29,942.72	Bookstore Assistant
45	M	39,344.24	Inst. Ass't/Mgr Art Gall-10mos
52	F	38,046.89	Specialist, Grant
44	F	28,083.04	Technical Ass't/Buyer-Bookstre
56	F	113,937.00	ED, Foundation
39	F	30,843.29	Instruc. Technology Specialist
67	M	42,964.00	Certified Business Analyst
54	M	40,640.00	Librarian-Info, Literary/Ref
52	F	44,346.00	Ass't Prof-9 mos-Nursing
43	F	50,500.00	Constit. Data-Base Mgr.
45	F	31,320.00	Staff Ass't III, HR
44	F	49,474.00	Spec. Instr. Design-eLearning
29	M	40,837.00	Instructor-9 mo-Lng/Literature
55	F	38,349.00	Instructor-9mos Lang & Lit
51	F	31,363.16	AcademicDeptSec'y-Lng/Literatu
53	F	30,569.12	Testing Technician
63	F	28,102.79	Specialist !,Financial Aid
49	F	56,998.00	Advisor III-Student Develop.
56	M	41,635.53	Tradesworker III-Elect Maint
45	M	46,446.00	Ass't Prof-9 mos-FPA
47	F	26,976.56	Spec. WEB Portal-30 hrs.
43	F	40,045.41	Coordinator 12mo-Nat'l Sci Lab
40	F	47,146.00	Ass't Prof-9 mos-Nursing
50	F	71,610.00	Director, Academic Res. Center
54	M	36,290.13	Ass't Supervisor-Campus Ground
54	M	50,300.72	Supervisor, Campus Grounds
54	M	115,000.00	VP, Baccalaureate/Provost BC
38	F	38,349.00	Instructor-9 mos-Lang & Lit.
61	F	31,684.84	Assistant, Educational Records
52	F	62,721.00	Director, Inst'l Research
56	F	36,526.95	Spec II, Degree Eval & Project
61	F	41,912.10	Specialist, Library Support
57	F	70,665.00	AVP Student Development
28	F	39,593.00	Instructor-9 mos-MATH
59	M	31,091.21	Tradesworker II-Elec
61	M	34,856.11	Media Services Technician
59	F	39,534.59	Accounting Technician
35	F	30,451.79	Specialist-Career/Tech Ed
45	M	41,707.24	Specialist,Technology-L. Ranch

30	M	38,971.00	Instructor-9mos-Art/Hum
55	F	36,174.60	Supervisor, Payroll Specialist
50	F	40,851.00	Exec. Asst. to President/Board
58	F	51,857.00	Assoc Prof-9 mos-OccTherapy
49	M	64,521.00	Professor -9 mos - MATH
37	M	28,460.19	Groundskeeper
59	M	27,917.41	Campus Resource Officer -VC
57	M	28,585.47	Tradesworker I-General Maint.
38	M	29,003.21	Equipment Clerk
30	M	38,349.00	Instructor-9 mos-Math
63	M	73,561.00	Director, Financial Aid
58	M	56,998.00	Advisor III- Student Develop.
27	F	24,769.90	Assistant, Educational Records
29	F	27,424.58	Academic Dept Sec'y-nursing
53	F	29,279.61	Academic Div. Sec - 10mos
58	F	47,146.00	Ass't Prof-9 mos-Nursing
44	F	24,187.67	Staff Ass'tIII, Financial Aid
58	M	69,645.00	Professor-9 mos - BUSINESS
51	M	45,046.00	Ass't Prof-9 mos-Mathematics
46	F	66,229.00	Professor -9 mos - MATH VC
49	M	84,151.00	Prof-12 mos-PRG DIR RADI
53	M	37,727.00	Instructor-Soc/Beh Sci 9 mos
54	M	27,854.78	Tradesworker I
43	F	30,314.71	Accounting Specialist II
53	F	52,634.00	Assoc Prof -9 mos-Science
61	F	75,117.00	Director, Career & Tech Ed
73	M	57,150.00	Architect
37	M	44,346.00	Ass't Prof-9 mos-Math
47	F	56,998.00	Advisor III, Student Develop
43	F	52,634.00	Assoc Prof-9mos Math
57	F	36,911.42	Executive Ass't II-CEO-VC
60	F	84,151.00	Prof-12 mosDIR PHYS THER
60	M	47,983.13	Chief, College Security
43	F	40,622.50	Advisor II, DRC
53	F	22,955.21	Acad. Office Ass't-VC-10mos
48	F	130,281.00	V.P.,Business/Administ Svc
54	F	64,521.00	Professor -9 mos-Coord Legal
61	F	33,759.91	Academic Dept Sec'y-Soc/BehSc
33	F	42,081.00	Instructor-9mos-Lang/Lit
59	M	46,783.00	Coordinator, Procurement
37	F	33,074.72	Specialist II, Fin Aid
55	F	46,446.00	Ass't Prof-9 mos-Venice Endow.
40	F	37,727.00	Instructor -9 mos-Bus/Tech
58	F	45,746.00	Ass't Prof - Nursing
48	M	27,227.20	Shipping Receiving-Courier
59	F	47,846.00	Ass'tProf-9mo-Nurs Fast Track
56	F	38,105.44	Spec II- Degree Eval/Project
59	F	68,791.00	Professor-9 mos - SOC/BEH SCI
54	F	36,911.42	Executive Ass't II-Pres Office
28	F	34,995.44	Advisor II,Career Resource Ctr

62	M	34,473.32	Lab Manager-10 mos-SAIL LAB
57	M	70,500.00	Director, Athletics
52	M	60,251.00	Professor-9 mos Nat'l Science
39	F	37,727.00	Instructor-9 mos-Lang & Lit
64	F	68,791.00	Professor-9 mos - HPE
51	M	26,341.25	Groundskeeper
61	F	27,189.68	Bookstore Cashier
59	M	56,121.00	Program Coordinator-TSI
30	M	44,346.00	As't Prof-9mos-Pol Sci VC
50	F	76,785.00	Director Development-Found.
60	F	44,346.00	Ass't Prof-9 mos-Lang/Lit Read
54	M	25,307.35	Groundskeeper
50	F	42,703.00	Instructor-9 mos-Comp-VC
35	F	45,746.00	Ass't Prof9 mo-Lang/Literature
45	M	65,375.00	Professor -9 mos - MATH
37	F	26,340.92	Staff Assi't II-Outreach/ECS
53	M	85,000.00	Program Chair - Lang & Lit
36	F	38,349.00	Instructor -9 mos - MATH
41	F	29,797.16	Bookstore Supervisor
59	F	44,346.00	Ass't Prof-9 mos-Bus/Tech
54	F	31,049.96	Testing Technician
60	F	46,446.00	Ass't Prof-Nursing-9 mos Endow
32	M	22,321.47	Groundskeeper, VC
56	M	49,714.00	Mgr, Nat'l Science Lab 12 mths
56	M	42,081.00	Instructor-9mos-Business
53	M	29,712.94	Specialist, Grounds/Irrigation
64	F	51,518.00	Accounting Supervisor
37	F	48,300.00	Coord, Outreach/College Succes
43	F	29,179.24	Academic Dept Sec'y-Science
60	F	51,857.00	Assoc Prof-9 mosSBS
32	F	42,000.00	Advisor III - Student Develop.
67	M	51,031.41	Facilities Plant Maint Mgr
53	F	45,590.00	Coord., Benefits
41	M	25,991.73	Lab Instructor 10mo-35hr-Drama
62	F	31,567.51	Placement Specialist
48	F	34,608.56	Instr.Tech-10 mos/35hr - ARC
64	F	32,753.01	Specialist, Driver Improvement
38	F	48,500.00	Library Supervisor-VC
49	M	49,264.32	Advisor II, Student Activities
46	F	32,174.39	Specialist II-Financial Aid
50	F	39,593.00	Instructor-9 mos - MATH
59	F	30,948.08	Specialist I, Financial Aid-VC
45	F	38,971.00	Instructor-9 mos Lang. & Lit.
50	F	30,667.01	Specialist, Driver Improvement
27	F	34,800.50	AS Recruiter - Career/Tech Ed
48	F	105,000.00	AVP Facilities, Planning/Mgt.
53	F	61,105.00	Prof-9mos Lang/Lit
50	F	50,877.00	Asst. Dir., Technology Trng
53	F	38,937.00	Coord., Marketing Prod.
82	F	74,769.00	Professor-9 mos - ART/HUM

53	M	42,366.22	Tradesworker III-Prev Maint
60	F	26,673.64	Assistant, Educational Records
55	F	45,746.00	Ass't Prof-Soc Sci-Venice
54	F	28,895.95	Lab Mgr-Nursing-9months
43	M	51,857.00	Assoc Prof-9 mos-Nat'l Science
40	F	33,052.50	Lab Instructor-12mos-37.5hrs
56	F	45,046.00	Ass't Prof-9 mos-Nursing-HCA
60	M	44,643.61	Specialist, Research
58	F	46,446.00	Ass't Prof-9 mosVC Endw Nursin
49	F	23,971.00	Groundskeeper
53	M	34,456.01	Box Office Manager
46	M	31,215.04	Specialist, Graphic Art/Media
39	F	30,392.95	Sttaff Ass't III-Student Devel
35	F	54,500.00	Manager, Employ. Equity
36	F	24,265.00	Lab Instructor-10mos-35hrs-ARC
36	F	51,857.00	Assoc Prof-9mos Lang/Lit
57	F	18,386.90	Lab Instructor-25hrs 10mos ARC
43	F	39,773.11	Advisor II, Student Developmnt
55	M	63,667.00	Professor-9mos Music
49	F	63,667.00	Professor-9mos Lang/lit
54	M	37,669.46	Specialist, Aud Support-10 mos
42	F	27,319.79	Specialist I,Financial Aid
45	F	26,404.83	Advr- Stud Dev ACP-10mos-30hrs
55	F	23,355.12	Lab Instructor-10mos-35hr ARC
52	F	92,547.00	AVP-Corp & Commun Dev.
62	F	46,666.00	Coordinator, ACP-10mos
59	F	78,411.00	Director, Public Affairs/Mktg
51	F	40,239.29	Executive Ass't III-VP-Bus/Adm
64	M	36,937.47	Custodial Contr. QA Evaluator
51	M	64,521.00	Professor -9 mos - MATH
65	F	84,151.00	Prof-12 mos ProgDirDenHyg
48	M	44,346.00	Ass't Pro-9 mo-FPA-Photography
54	F	100,905.00	Provost-Venice Campus
75	M	28,575.10	Inst. Ass't.-9 mos-Inst Tech
59	F	31,782.89	Specilaist,Educational Records
55	F	68,791.00	Professor-9 mos - PHYSICS
62	F	47,846.00	Ass't Prof-9 mos - NURSING
56	M	81,488.00	Director, Facilities/Planning
35	F	38,971.00	Instructor-9 mos-Sym. Band Dir
42	F	26,047.24	Staff Ass't II-Student Develop
60	M	67,937.00	Professor-9 mos-Comp/Eng
55	F	36,383.00	Coordinator, Volunteer Svcs
57	F	24,378.52	Bookstore Cashier
60	F	44,050.00	Bursar
65	F	29,766.61	Academic Dept Sec'y-PTA/OTA
47	F	45,046.00	Ass't Prof-9 mos-Graphic Arts
51	M	67,937.00	Professor-9 mos-Science
57	F	30,060.29	Staff Assistant III-Athletics
43	F	25,369.03	Specialist, Chemical - Grounds

Appendix B



RULE

Subject	<i>Sick Leave for All Employees</i> Page 1 of 3	Number: 6HX14-2.45
Authority	F.S. 1001.64, 1001.65, 1012.865	Date: 3/16/05
History	01/18/84, 3/27/91, 8/16/00, 10/17/01	
Source	Human Resources	

Any full-time employee who is unable to perform assigned duties at the College because of personal sickness, accident, disability, or extended personal illness or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the employee's own household, and who, consequently, must be absent from work shall be granted leave of absence, chargeable against sick leave, by the President or by the President's designated representative. The following provisions shall govern sick leave:

1. Extent of leave with compensation:
 - a) Each full-time employee shall earn one day of sick leave with compensation for each calendar month or major fraction of a calendar month of service not to exceed twelve (12) days for each fiscal year, provided that such leave shall be taken only when necessary because of sickness as described above. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida community college, the Florida Department of Education, the State University System, a Florida district school board or a state agency; provided that at least one-half (1/2) of the sick leave accumulated at any time has been earned at the College.
 - b) Sick leave shall be used or accrued only as it is earned and cannot be drawn on in advance. This procedure is consistent with the method used for incrementing earned annual leave. Eligible members refer to BOT Rule 6HX14-2.51.
 - c) A full-time employee is permitted to be absent not to exceed four (4) days annually for personal reasons; provided, however, that allowable absences for personal reasons are non-cumulative, and must be charged to accrued sick leave.
2. Supervisor/Administrative Notification
 - a) Any full-time employee who finds it necessary to be absent from assigned duties for reasons chargeable to sick leave, shall notify his/her immediate supervisor or department director, before the opening of the College on the

day of the absence, or as soon as possible that day, except for emergency reasons recognized by the President as valid. Any employee shall, before claiming and receiving compensation for the time absent from assigned duties because of sick leave as prescribed in this section, make and file a completed leave form signed by the appropriate supervisor, which shall set forth the day or days absent, and reason for absence.

- b) A certificate of illness from a licensed physician or from the county health officer may be required if the absence is for personal illness or accident disability and is more than five (5) consecutive workdays in duration. A physician's certificate will be required after seven (7) consecutive days of family or household illness or disability. If an employee desires to return to work prior to the date indicated by the physician's statement, written approval must be granted by the physician and submitted to the supervisor, with a copy to the human resources office.
3. Sick leave may not be used as vacation.
 4. Pregnancy disability may be charged to sick leave. If an employee does not have enough sick leave to cover the period of pregnancy disability, vacation leave, if accrued, may be used. An employee requesting a leave for pregnancy disability whose sick or vacation leave has been exhausted may request a personal leave of absence without salary.
 5. Parental leave may be taken following the birth or adoption of a child in accordance with the provisions of the Family and Medical Leave Act (FMLA). Sick leave may be used by either parent for that period of time when the mother is considered disabled by her physician. In all other situations, parental leave must be charged to accrued vacation leave or, if vacation leave has been exhausted, taken as leave without pay.
 6. Eligible members of the sick leave pool should refer to Rule 6HX14-2.52.
 7. Terminal Pay for Unused Sick Leave
 - a) Terminal pay for accumulated unused sick leave shall be provided to employees with accrued sick leave upon voluntary termination or to the designated beneficiary if service is terminated by death. Upon involuntary termination of employment for any cause, other than as stated in this section, sick leave accruals are void.
 - b) Terminal sick leave shall be paid in accordance with this rule, provided that the eligible employee has provided resignation notice of voluntary termination of at least two (2) weeks prior to termination for non-contract positions, and at least four (4) weeks for contract positions. If notice of voluntary termination has not been given as required, the employee will forfeit the prorated portion of sick leave which has accrued in the fiscal year in which the resignation occurred.
 - c) The amount of the terminal pay will be calculated according to the following rules and definitions:

1. "Educational support employee" means any person employed by the College as an education or administrative paraprofessional; a member of the operations, maintenance, or comparable department; or a secretary, clerical, or comparable level support staff.
2. "Instructional employee" shall be used synonymously with the word "teacher" or "faculty" and includes a faculty member; librarian, counselor, and other comparable employees engaged in an instructional capacity at the College.
3. Educational support employees and instructional employees shall receive terminal pay for accumulated sick leave calculated by multiplying the employee's daily rate of pay times: (a) 45% after completing seven (7) years of service or (b) 50% after completing ten (10) years of service, times the total number of accumulated sick leave days credited to the employee at the time of voluntary termination or death.
4. Employees other than educational support employees or instructional employees hired after July 1, 1995 shall be paid terminal sick leave after completing seven (7) years of service, calculated by multiplying accumulated sick leave by 25% times the employee's daily rate of pay, provided, however, the maximum payment for such employees shall not exceed a maximum of 60 days of the employee's daily rate of pay. For employees hired prior to July 1, 1995 terminal payment for unused sick leave accumulated prior to July 1, 1995, and accumulated sick leave transferred in to SCF upon hire, shall be calculated according to the College rule in effect at the time the sick leave was accrued. Employees other than educational support employees or instructional employees hired prior to July 1, 1995 who terminate employment after July 1, 2001 will be paid in accordance with the Board of Trustees rule in effect as of June 30, 2001 for all accumulated sick leave accrued prior to July 1, 2001 and not used as of date of termination. Terminal pay for sick leave accumulated after July 1, 2001 will be equal to 25% of the value of the employee's sick leave accumulated on or after July, 2001 or 60 days of the employee's daily rate of pay, whichever is less. Sick leave will continue to be earned on or after July 1, 2001 and allowed to be used in accordance with this rule, but may not be accumulated for terminal pay purposes until the accumulated sick leave balance as of June 30, 2001 is less than 60 days.
 - d) If an employee terminates employment and receives terminal pay benefits in accordance with this rule; any accumulated sick leave in excess of the terminal pay permitted by this rule shall be invalid; however, if an employee terminates without receiving terminal pay benefits and is reemployed, such employee's sick leave credit shall be reinstated.

Appendix C



RULE

Subject	<i>Sick Leave Pool</i>	Number: 6HX14-2.51
Authority	F.S. 240.343 (6)	Date: 8/19/98
History	3/27/91, 02/16/94, 11/20/96	
Source	Human Resources	

A. MEMBERSHIP:

1. Any full-time employee of State College of Florida will be eligible for membership in the Sick Leave Pool after one year of employment, provided that the employee has accrued sick leave equivalent to the number of days attainable in a year of employment (administrators and career employees - 12 days, 10 month employees - 10 days, faculty - 8 days, etc.) except as noted in A.6.b. and A.7.
2. An eligible employee may join the Pool only during open enrollment periods that will occur during the last ten days of April and October of each year. An employee joining the Pool shall hereinafter be referred to as “member.”
3. A contribution of two days (or the hourly equivalent) from the employee’s personally accumulated sick leave is required of each individual requesting membership in the Sick Leave Pool.
4. Once a member of the Sick Leave Pool, the employee will remain a member as long as the employee is not suspended or removed from the Pool, has not retired or resigned (hereinafter shall be referred to as “separated”) from the College, contributes to the replenishing of the Pool, or is vested as described in section B.2. below.
5. Employee membership in the Sick Leave Pool will at all times be voluntary. A member who wishes to terminate membership must notify the Director, Human Resources in writing. A member who voluntarily terminates membership, or who is suspended or removed from the Pool, will not be refunded days (or the hourly equivalent) contributed to the Pool.
6.
 - a. A re-hired employee of SCF, who was previously a member of the SCF Sick Leave Pool, and who upon separation from SCF transferred his/her sick leave or received a pay-out for unused sick leave, is eligible for membership in the Sick Leave Pool under the same conditions as stated in A.1. through A.5. above.
 - b. A re-hired employee of SCF, who was previously a member of the SCF Sick Leave Pool, and who upon separation from SCF did not transfer his/her sick leave or receive pay out for unused sick leave, is eligible for membership in the SCF Sick Leave Pool at the first

open-enrollment period following their new hire date. The two days (or hourly equivalent) contribution from the employee's personally accumulated sick leave will not be required.

- c. A current employee of SCF, who was previously a member of the SCF Sick Leave Pool, and who voluntarily terminated membership in the Pool, or could not contribute to the replenishment, may rejoin the Pool by reinstatement or as a new member as follows:
 - i. Reinstatement: A current employee may be reinstated in the Pool after satisfying the qualifications as described in A.1. and A.2. above, and making all previous contributions required for reimbursement retroactive to member's exit from the Pool.
 - ii. New Member: A current employee may join as a new member, satisfy only the qualifications as described in A.1. through A.3. above, and make no retroactive reimbursements.
7. A new employee of SCF, who was a member of a Sick Leave Pool with an eligible employer, and who transfers accrued sick leave to SCF is eligible to apply for the SCF Sick Leave Pool at the first open enrollment period after their hire date. A contribution of two days (or the hourly equivalent) will be required.

B. REPLENISHMENT:

1. Additional one-half (1/2) day contributions are required every other year to ensure the solvency of the Pool. Contributions are allocated equally among all members and are automatically transferred from a member's sick leave account at the beginning of each fiscal year that is designated as a contribution year after ten (10) days written notice to the member. (This contribution shall hereinafter be referred to as the "replenishment contribution.") Even years are designated as contribution years. During the first year of membership, members are required to make the initial two-day contribution but are not required to contribute to the replenishment of the Pool.
2. Replenishment contributions are required of all members.
3. Any member who does not have an adequate number of days to contribute to the replenishing of the Pool will be terminated from the Pool. An employee may rejoin as provided in A.6.c.i. and ii. Above.
4. In the event the Pool balance falls below 100 hours, the replenishment contribution will be deducted from each member's account immediately following a ten (10) day written notice. The contribution will be deducted as regularly scheduled the next even numbered year.

C. USE:

1. All leave drawn from the Pool by a member must be used for that member's personal illness, accident or injury (i.e., a condition that has rendered a person temporarily or permanently disabled and unable to perform the essential functions of the job). Leave from the Pool cannot be used for cosmetic surgery that is not necessitated by illness, accident or injury. A

congenital defect, which manifests itself while the employee is a member of the Sick Leave Pool, may be a condition eligible for use of Pool benefits.

2. Disabilities resulting from pregnancy or childbirth are eligible medical conditions for using Pool benefits. The Pool may not be used for childcare. Leave from the Pool may not be used to extend maternity leave beyond the duration as specified by the member's physician as required in section E.1. of this rule.
3. A maximum of 60 days may be withdrawn by a member of the Sick Leave Pool during any 12 month period measured from the day the member first uses the Pool. Documentation from the attending physician certifying the member's inability to work is required to initiate Pool benefits. Recertification documentation from the attending physician certifying the member's continuing inability to work is required every 30 days to continue Pool benefits. The maximum number of days a member may use benefits from the pool is 120

during a ten-year period following the member's first use of the Pool. The maximum 120 day benefit will be restored in the event the member does not use benefits from the Pool for a ten year period following the member's last draw from the Pool.

4. A member may only use Pool benefits during the employee's regularly scheduled workdays. A contractual member may only use the Sick Leave Pool during the period covered by the base contract.
5. A member receiving Workers' Compensation payments is not eligible to use the Pool
6. A member may be required to retribute leave if there is a finding of abuse. Use of Pool benefits by any member who is thereafter compensated by any third party shall constitute an obligation for which the Pool has a right of reimbursement from the compensated member in a dollar amount equal to the leave used for replenishment of the Pool. This right of reimbursement shall survive any termination of the member's employment with the College.
7. A member may use leave from the Pool in increments of no less than one-half day.
8. If a reimbursement contribution is required during a member's use of the Pool, the contribution will be deducted from the member's Pool benefit.

D. ACCRUAL OF REGULAR LEAVES:

A member utilizing the Sick Leave Pool will continue to accrue sick leave; once accrued, however, that sick leave must be exhausted before additional days from the Pool are used.

E. APPLICATION:

1. Use of leave from the Pool will require, in all cases, an Application for Sick Leave Pool Benefits completed by the member, and a letter from the employee's treating physician. The letter must certify that the member is unable to perform the essential functions of the job, and estimate the anticipated duration of the disability. The physician will be provided a copy of the member's job description.

2. If the disability continues past the anticipated duration, and the member wishes to continue using leave from the Pool, another Application and recertification from the member's treating physician will be required (see paragraph C.3).
3. A member is not eligible to use leave from the Sick Leave Pool until all of the member's sick leave is depleted.
4. As part of the application to use leave from the Pool, the member shall undergo a period of five (5) days unpaid leave prior to using leave from the Pool. A period of five (5) days unpaid leave will not be required to continue use of the Pool as in paragraph E.2. However, each subsequent Application for Sick Leave Pool Benefits, for a different disability, or the same disability that is not considered continuous (defined as within 30 days), will require a period of five (5) days unpaid leave.

F. ADMINISTRATION:

1. The Sick Leave Pool program will be monitored by a standing Sick Leave Pool Advisory Committee composed of nine voting members. The Sick Leave Pool Advisory Committee will serve in an advisory capacity to the Director, Human Resources and the President. Specific membership will include three career employees/educational support staff, three faculty/other professionals, and three administrators, elected from the membership of the Pool at large. Membership on the committee will be for staggered two-year term(s). The Director, Human Resources will serve as chair of the committee and will have voting rights only if serving as one of the elected administrators on the committee. Vacancies in the Sick Leave Pool Advisory Committee will be filled by reverting to the next member with the greatest number of votes received from the Pool at large during the general election.
2. Duties and responsibilities of the Committee include, but are not limited to, the following:
 - a. reviewing, updating, interpreting and making recommendations regarding rules for the Sick Leave Pool as set forth above;
 - b. reviewing all Applications for Sick Leave Pool Benefits. Convening as a group and casting a vote approving or denying member's use of the Pool. Majority vote shall determine approval or denial of benefits.
 - c. investigating any suspected or alleged abuse of Sick Leave Pool benefits by members of the Pool and recommending action in the event of a finding that abuse by a member has occurred. Disciplinary actions may include the requirement to repay leave or forfeit pay, as well as to subject the member to suspension from the Sick Leave Pool. The member will also be subject to discharge or other disciplinary action as deemed appropriate by the Director, Human Resources and the President, acting consistently with the policies and procedures of the College;
 - d. monitoring trends in the participation and use of the Sick Leave Pool in order to assure its continued viability and capacity to meet the members' needs for extended sick leave.