

ARTICLE 1

INTRODUCTORY CLAUSE

The parties to this Agreement are the District Board of Trustees of Hillsborough Community College (“Board”) and the Hillsborough Community College Chapter of the Faculty United Service Association (“Union”), an affiliate of the United Faculty of Florida, the Florida Teaching Profession and the National Education Association (“UFF-FTP-NEA”).

ARTICLE 2

DEFINITIONS

Whenever used in this Agreement, the terms defined in this section have the meaning or reference indicated:

2.1 - College

Hillsborough Community College.

2.2 - Board

The District Board of Trustees of Hillsborough Community College.

2.3 - Administrator

An employee so designated by the Board whose duties include but are not limited to supervising and evaluating other employees, recommending the employment/termination of other employees, managing College resources and facilities.

2.4 - Administration

The group of employees designated by the Board as administrators.

2.5 - Agreement

The contract between the Board and the Union.

2.6 - Association/Union

The Faculty United Service Association (FUSA) chapter of Hillsborough Community College, FUSA-UFF-FTP-NEA, the exclusive certified bargaining agent of faculty in the bargaining unit.

2.7 - Bargaining Unit

All full-time instructional personnel, counselors, and librarians as defined by the Florida Public Employees Relations Commission (PERC) in certification number 46 issued on May 5, 1975.

- A. Included personnel - All full-time professional personnel with faculty status including instructional personnel, librarians, counselors, and health service personnel.
- B. Excluded Personnel - All other employees, including administrative, professional/managerial and classified employees, confidential employees and security employees.

2.8 - Contracts

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- A. Faculty Basic Year Contract - The term of duty for a full-time faculty member consisting of those class days in the Fall, Spring and either Summer I or Summer II Term, plus no more than five in-service days, and which shall not exceed a required 193 days worked per year.
 - B. Faculty College Year Contract - The term of duty for full-time faculty consisting of those class days in the Fall, Spring, Summer I and Summer II Terms, plus no more than six (6) in-service days, which shall not exceed 229 days worked per year. A faculty member with a College Year Contract will have his/her Basic Year daily rate of pay pro-rated for duty days in excess of that year's Faculty Basic Year Contract.
 - C. Twelve-Month Contract - A faculty member shall work the same number of days as the Administrative Contract for that year which shall include paid vacation days and paid holidays. A faculty member with a Twelve-Month Contract will have his/her Basic Year Daily Rate of Pay prorated for duty days in excess of that year's Faculty Basic Year Contract.

2.9 - Faculty Classifications

- A. Full-Time Regular Faculty
 - 1. Instructional Personnel - those faculty members whose primary responsibility is teaching.
 - 2. Counselors - those faculty members whose primary responsibility is counseling.
 - 3. Librarians - those faculty members whose primary responsibility lies within the Library or related area.
- B. Full-Time Temporary Faculty - Includes full-time temporary faculty positions established for a limited period not to exceed three consecutive academic years. Temporary full-time faculty positions will be renewable on an annual basis. Temporary full-time faculty enjoy all benefits of this Agreement except as noted in Article 8.1.D., Temporary Full-Time Faculty.
- C. Grant-Funded Faculty - Those temporary full-time non-tenured faculty members (instructional, counseling, or library) whose positions are funded by grants. These faculty members shall receive annual contracts with the required duties and responsibilities restricted by the terms and conditions of the grant. Grant-funded faculty positions will be renewable on an annual basis for the duration of the grant. Grant-funded faculty enjoy all benefits of this Agreement except as noted in article 8.1.E, Grant-Funded Faculty.

The classification definitions contained in this Agreement shall be exclusive for the duration of this Agreement.

2.10 - In-Service Day

A district-wide contractual day of service scheduled on a non-teaching day.

2.11 - College President

The President of Hillsborough Community College as designated by the Board.

2.12 - Campus President

The chief administrator responsible for a particular campus at the College.

2.13 - Director of Human Resources

The administrator designated to represent the College in the administration of this Agreement. If changes in this designation are made, FUSA will be notified.

2.14 - Work Week/4-Day

The normal work week consists of five consecutive days.

When the Board approves a compressed work schedule to implement a four (4) day work week, the four (4) day work week will be considered equivalent to the normal five (5) day work week.

One (1) work day of a four (4) day work week schedule will be considered equivalent to one and one fourth (1-1/4) days of a five (5) day work week.

2.15 - Work/Contact Hours

Clock Hour - Sixty (60) minutes

Contact Hour - Fifty (50) minutes

Clinical Contact Hour - Fifty (50) minutes

Semester Hour - The unit of course credit as specified in the College catalog.

2.16 - Program Manager

An instructional or non-instructional faculty member who assumes responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

2.17 - Mentor

A tenured faculty member who has successfully completed the mentoring workshop and who is selected to provide guidance to first and/or second year tenure track faculty.

2.18 - Full-Time Faculty -- Adjunct Teaching Assignments

An adjunct teaching assignment is an overload taught by a full-time faculty member during a summer session when the faculty member has already completed his/her basic contractual obligations of 360 load points.

2.19 - Daily Rate of Pay Calculation

The daily rate of pay calculation for a Basic Year Contract will be determined by dividing the number of contractual days for that academic year into the faculty member's contractual salary. A College Year Contract salary will be computed by multiplying the daily rate of pay by the number of contractual days for that year in a College Year Contract. A Twelve Month Contract salary will be computed by multiplying the daily rate of pay by the number of contractual days for that year in the Twelve Month Contract.

ARTICLE 3

RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for all regular and temporary full-time professional personnel with faculty status as defined in Article 2. Excluded are all other employees, including administrative, professional/managerial and classified personnel.

ARTICLE 4

GENERAL PROVISIONS

4.1 - Duration

This Agreement shall become effective immediately after midnight on August 21, 1998, and shall continue in full force and effect through midnight, August 20, 2001. It is expressly understood that this Agreement shall expire on the date indicated unless the Agreement is mutually agreed to be extended in writing.

4.2 - Severability

If any word, phrase or provision of this Agreement or any application thereof shall be declared or rendered null, void or invalid through court action or federal, state, or local law, such word, phrase, provision or application will only be deemed valid and subsisting to the extent permitted by law, but all other words, phrases, provisions and applications will continue in full force and effect. The parties shall mutually agree on a date to renegotiate in good faith the provisions affected by any such judgment or law.

4.3 - Waiver

Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for the resolution of any question, controversy, claim or matter of difference regarding this Agreement or the performance or breach of any part thereof. Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform at any time thereafter, nor shall the waiver of any alleged breach of a term or condition of this Agreement be a waiver of said term or condition thereafter.

4.4 - Masculine/Feminine and Singular/Plural Pronouns

The use of masculine pronouns may be understood to mean feminine pronouns and the use of singular pronouns may be understood to mean plural pronouns in this Agreement.

4.5 - Protection Against Discrimination

Pursuant to Federal or State laws, the parties agree that they shall not, either individually or mutually, discriminate against any person because of race, color, creed, age, disability, national origin, sex, marital status, Union activities, or membership or non-membership in any organization. No faculty member will be discriminated against because of his refusal to submit to a drug test not permitted by this Agreement. Affiliate contract provisions will be adhered to by faculty at that site.

4.6 - Drug Free Workplace

The Administration may implement and maintain a Drug-Free Workplace to the extent permitted by State and Federal law. The Administration will make a good-faith effort through the Employee Assistance Program (EAP) to assure that any faculty member determined to be dependent upon illegal drugs is remediated and returned to active status with the College. Should the College want to implement a Drug Policy that includes faculty, such policy will be determined through the collective bargaining process. There will be no random drug testing of faculty during the term of this contract unless required by the Federal Department of Transportation Regulations.

4.7 - Forms

Such printed forms as are used in the implementation or maintenance of this Agreement shall be jointly developed by a committee including two Union members appointed by FUSA and two members appointed by the Director of Human Resources. A Faculty member may receive a copy of each form used to implement this Agreement from his immediate Administrative Supervisor or the Director of Human Resources, with the exception of the Grievance Procedure form which will be available from the Union. Mutually agreed upon forms are included in Appendices A - G hereto.

4.8 - Non-Assignment

The rights, duties and obligations of the Board and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party.

4.9 - Controlling Clause

This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become the official policy of the Association and the Board. Any conflict between the provisions of this Agreement and any Board policies and Administrative Procedures or practices shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including Chapter 6A-14, Florida Administrative Codes shall be resolved as stated in Article 4.2, *Severability*. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved by appropriate action by the Union and the Board. The parties agree to share equally the cost of printing this Agreement for distribution to the bargaining unit members and to the Administration.

4.10 - No Strike

In accordance with the laws of the State of Florida, no employee or the Union may participate in a strike against the Board as a public employer, by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided by the laws of the State of Florida.

4.11 - Cultural Diversity

FUSA supports the establishment of a committee to study the enhancement of cultural diversity at the College including a review of the College's Equity Plan.

ARTICLE 5

UNION RIGHTS

5.1 - Membership Dues

Upon initial receipt of a wage assignment form properly written, executed and delivered to the Director of Human Resources from the Union, the Administration shall deduct membership dues on a biweekly basis from the wages earned by the faculty member who individually authorizes such deduction.

- A. The Administration shall deduct only the amount of money certified by the Union as the amount of membership dues owed to the Union by a member of the Union.
- B. The form for dues deduction shall include the employee's name, signature, and social security number and the Union's name.
- C. The form for dues deduction shall be filed with the Director of Human Resources.
- D. The Administration shall forward the dues deducted with an itemized list of the deductions to the Union each pay period. The Administration shall be obliged to make no more than one dues deduction from any employee's pay in any single pay period. There shall be no obligation to make deductions in arrears unless the arrears are due to past error by the Administration.
- E. Deduction authorizations shall be valid until revoked or until the faculty member terminates his employment. A faculty member may revoke his deduction authorization upon thirty (30) days' written notice to the Director of Human Resources and to the Union.
- F. The Administration will not deduct at any time any monies representing fines, fees, or penalties.
- G. The Union shall indemnify and hold the Board and the College harmless from and against any and all claims and liability on account of the Administration's compliance or effort to comply with this section (5.1). Nothing shall be construed to limit the rights of either party to bring an action against the other.
- H. The Administration shall collect from each Union member one dollar (\$1) per year for dues deduction, which shall be deducted as part of the first deduction each year and which shall be donated to the Hillsborough Community College Foundation Scholarship Fund. At the close of the last March pay period, the Administration will inform the Union of the amount collected and the Union will endeavor to match the amount collected with an additional donation to the Scholarship Fund.

5.2 - Facilitation of Faculty Relations

- A. The Administration shall allow Union representatives time to engage in activities directly relating to grievances, arbitration, the Agreement or due to an emergency, which need to be performed during their scheduled hours. Union representatives shall receive such time as is necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative Supervisor(s) of the need for time off for the performance of these activities, and such time shall be limited to no more than six (6) hours to be divided among no more than three (3) representatives per week per campus.
- B. The Union shall provide each Campus President and the Director of Human Resources with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by the Association.

5.3 - Internal Mail Service

The Union shall have the right to use the internal College mail service to communicate with members of the bargaining unit at no cost to the Union.

5.4 - Bulletin Boards

The Administration will assign a bulletin board to the Union at each campus for the Union's exclusive use.

5.5 - Access to Facilities

- A. The Union shall have the right to use College facilities and equipment at reasonable times when such equipment is not otherwise in use. The Union shall adhere to the appropriate administrative rules and procedures for utilization of College facilities and equipment which will include completing the necessary College forms.
- B. The Union shall reimburse the Administration for the actual cost of all materials and supplies used.
- C. When billed, the Union shall reimburse the Administration for all costs associated with utilizing a College facility if the Union requests the use of a facility at a time when the facility is not normally available. However, the College President may choose not to charge the Union for the use of a facility.
- D. The Union will provide each Campus President and the Director of Human Resources with a list of Union council members and officers who are authorized to request the use of College facilities.
- E. The FUSA OFFICE will be provided a telephone line and will be listed in the HCC Directory.

5.6 - Access to Information

The Administration shall furnish the following information to the Union following a request to the Director of Human Resources:

- A. the information concerning the College's financial activities;
- B. the Annual Financial Report;
- C. the register of certified faculty members with full-time status;
- D. the annual budgetary proposals submitted to the Board;
- E. one complete Board agenda for each Board meeting;
- F. the minutes of each Board meeting;
- G. the names, campus addresses, and home addresses of all faculty members in the Bargaining Unit;
- H. the names of those faculty members who are to be considered for tenure by the Tenure Committee; and
- I. upon reasonable request, access to other information, where available, in accordance with the laws of the State of Florida.

The Union shall limit its request to one copy of any document, unless otherwise mutually agreed upon. The Administration shall not charge the Union for the first copy of any document. However, the Administration may charge the Union ten cents (\$.10) per sheet for any copies in excess of the first copy. The Administration shall have the right to discontinue providing additional copies of the documents if the Union fails to provide payment for the copies within ninety (90) calendar days from the date of the billing.

5.7 - College President's Meeting with Union

The College President shall endeavor to meet with the Union Council at least once each major term to discuss matters of concern to both parties at a time convenient to both parties.

5.8 - Unit Integrity

The Board and the Union agree that the composition of the bargaining unit shall remain as defined in Article 2 of this Agreement.

ARTICLE 6**FACULTY RIGHTS****6.1 - Bargaining Unit Rights**

All rights, privileges and benefits enjoyed by the faculty during the term of this Agreement shall remain in effect for the duration of this Agreement.

6.2 - Academic Freedom

A faculty member, whether tenured or not, is entitled to academic freedom:

- A. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.
- B. A faculty member is entitled to freedom in the classroom in discussing his subject, in devising and selecting teaching strategies and educational materials and in using them to present his subject. However, he should be careful not to introduce a controversial matter that has no relation to his subject. If the faculty member is the only full-time instructor in a particular course on a given campus, he shall have the right to select the textbook for the course he is scheduled to teach. If the course is one where two or more sections are offered on a campus and are taught by two or more full-time instructors or is part of a sequence of courses that would normally use the same text, he shall have the right to serve on a campus faculty committee appointed to select such texts for courses on that campus, except as noted in Article 8.23, Textbook Selection.
- C. The faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As an individual of learning and an educational employee, he should remember that the public may judge his profession and the institution by his utterances. Hence, he should endeavor at all times to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to indicate that he is not an institutional spokesperson.

6.3 - Non-Discrimination

The Board and the Union agree to comply with all federal, state and local laws prohibiting discrimination and mutually agree that neither will discriminate against any employee or applicant for employment, on the basis of race, color, creed, age, national origin, religion, gender, sexual orientation, union activity, disability status, marital status or membership or non-membership in any labor and/or professional organization. Nothing in this paragraph will require the Union to process a grievance for non-union members.

6.4 - Involuntary Change in Status

Any discipline resulting in discharge, demotion or other involuntary change in a faculty member's status shall be made only for just cause and in the best interest of the College. A faculty member shall be entitled to due process in accordance with Article 6.5. This Section does not apply to non-renewal of annual contracts, provided that, the failure to follow contractual procedures on nonrenewal is subject to Article 11, Grievance and Arbitration.

6.5 - Due Process

A faculty member shall have the right to procedural due process to the extent required by law when faced with a disciplinary action or discharge. The faculty member will receive written notice from his immediate supervisor or the Campus President of any unsatisfactory performance or other condition which may result in his discipline or dismissal. The written notice shall be sufficiently timely and designate the assistance provided, to aid the faculty member in correcting any demonstrable deficiencies. This Section does not apply to non-renewal of annual contracts.

6.6 - Vacancies/Transfers

A vacant or new full-time tenured faculty position will be filled by the Administration in accordance with the following guidelines:

- A. To request a transfer to a new or vacant full-time faculty position within his discipline, (i.e., from one campus to another campus or center) a qualified full-time tenured faculty member shall submit a request for transfer on the Request for Transfer form, Appendix G, to both his immediate Administrative Supervisor and the Director of Human Resources by the established deadline date for applying for the position, as printed on the "Internal Notice of Vacancy" announcement provided by the Department of Human Resources. If a vacancy occurs during the Summer Term, the "Internal Notice of Vacancy" will be mailed to each tenured faculty member at his home address allowing at least ten (10) working days from the date of posting in the U. S. Mail in which to respond. The Director of Human Resources will notify the Vice President for Education and Student Development in writing regarding the request to transfer received from faculty members.
- B. The Campus President or appropriate dean of the campus or center to which the faculty member seeks a transfer will retain the sole right to select or reject any personnel interested in transfer under this Section.
- C. If the Administration determines that it is necessary to transfer a faculty member to a new campus or center, the Administration will first request qualified volunteers. A faculty member will be considered qualified if rated "satisfactory" on his/her most recent evaluation.
- D. The Administration shall not involuntarily transfer a faculty member for arbitrary, capricious or punitive reasons including a faculty member's refusal to accept managerial responsibilities.

- E. For a new or vacant full-time faculty position that is different from the faculty member's current discipline, a tenured faculty member requesting a transfer must meet the minimum qualifications for teaching in the new discipline and the application deadline date for applying as printed in the "Internal Notice of Vacancy" announcement.
- F. When transferring from one discipline to another where there is no change in campus or center, the dean with responsibility for the discipline being sought will retain the sole right to approve or reject the transfer request.
- G. If a faculty member requests and is granted a transfer under this Section, he/she will not be eligible to transfer again for three years.

6.7 - Right to Privacy

An employee has the right to privacy with regard to his personal and private life which includes religious and political activities, unless such actions are demonstrably detrimental to the College and/or constitute grounds for disciplinary action.

6.8 - Personnel Files

Following a request to the Office of Human Resources, a faculty member shall have the right to examine the contents of his/her official personnel file at the District Office. Any records that relate to a faculty member's performance or evaluation will be filed in the faculty member's Limited Access File in the Office of Human Resources. The faculty member's Limited Access File may be released by the records custodian with written authorization from the faculty member or the College President or upon order of a court of competent jurisdiction. Written authorization to review a faculty member's personnel files will be filed in the personnel file. A faculty member may review his/her "unofficial" personnel file at the Campus, if one is maintained.

The faculty member shall have the right to receive a copy of any document filed in his/her District/Campus personnel files which shall include all disciplinary documentation. No derogatory material or written reprimand shall be placed in a faculty member's file without his/her knowledge.

If the faculty member disagrees with the content of any material included in his/her personnel files, the faculty member shall have the right to file a formal written response which shall be attached to the original document. A written reprimand will be removed from the faculty member's file after three (3) years, upon written request submitted to the faculty member's immediate Administrative Supervisor. The Administration is responsible for maintaining complete and current files of documents originating with the Administration. The faculty member is responsible for submitting documents originating with the faculty member.

6.9 - Royalties, Copyrights and Patents

In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors if such products are the result of independent labors and are not produced as a result of a specific agreement with the College. Such

endeavors may include any patent rights, copyrights and royalties as well as associated profits derived therefrom.

When products are the result of a specific agreement with the College, the Board and a faculty member may enter into an agreement to establish the percentage of ownership of trademarks, copyrights or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.

6.10 - Legal Assistance

Legal assistance shall be provided to a faculty member when the College President or his designee determines, after investigation, that action taken by the faculty member was justifiable and occurred in the course of his employment. The specifics of such assistance will be determined by the Board.

6.11 - Outside Employment

- A. A faculty member's primary employment responsibility is to the College. The faculty member must report outside and significant self-employment to his immediate Administrative Supervisor with a written memorandum at the beginning of each academic year or upon commencing outside or significant self-employment. Any outside and significant self-employment must not affect the faculty member's scheduled assignments or scheduled responsibilities at the College.
- B. No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment, or business interests. Faculty members who have outside employment or self-employment, shall not conduct such business during duty hours nor use any College equipment or supplies for such purposes.

6.12 - Office Security

The Administration shall implement procedures and regulations to safeguard the security of each employee's office and files. The faculty member shall have sole access to his desk and office files but the College locksmith may maintain duplicate keys for replacement and emergency purposes. However, if the faculty member's office is entered for emergency purposes, the faculty member will be notified.

6.13 - Workers Compensation

The Administration shall adhere to the laws of the State of Florida regarding Workers Compensation claims by employees arising out of and in the course of employment at the College.

6.14 - Access to Offices

A faculty member will be given access to College buildings where his office is located during those hours when College buildings are not open. Access will be provided by Security with one (1)

hour prior notification. The Administration shall have the absolute right to determine whether heat or air conditioning will be provided.

6.15 - Consultant Fees

A faculty member shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida.

6.16 - Tenure

- A. Continuing contracts (tenure) shall be awarded for service as a full-time instructor, librarian or counselor, provided the conditions set forth in this article (Article 6.16) have been met. Tenure is defined as a promise of continued employment in the absence of certain conditions such as just cause for dismissal or return to annual contract status, retirement or RIF (Article 10).
- B. The following classifications shall be non-tenured appointments: part-time (adjunct) faculty, full-time temporary faculty, grant-funded faculty and visiting scholars with teaching duties. All other classifications of full-time faculty positions will be considered as tenure earning appointments. For temporary full-time and grant-funded full-time faculty, all service in such positions will be subject to Article 8.1, D. or E. in the event the faculty member is selected through the College screening committee for a regular full-time appointment.
- C. To be eligible for tenure, the following requirements must be met:
 - 1. The full-time faculty member must complete three (3) full successive years of service calculated from the beginning of the Fall Term, with such service being continuous except for leave being duly authorized and granted pursuant to Article 12 of this Agreement. Part year employment before the Fall Term begins does not count toward the three (3) year service calculation. One year of service shall include full-time service exclusive of holidays and authorized leave, with the exception being sick leave, vacation leave and duty leave pursuant to Article 12 of this Agreement.
 - 2. The faculty member will be considered for tenure within thirty (30) calendar days after beginning the new academic year following the completion of his third year of service to the College based upon the successful performance of duties and the demonstration of professional competence as documented on the official Instructional Faculty Evaluation Performance Review Form/Library and Counselor Evaluation Performance Review Form and End-of-Term Verification Form.
 - 3. The faculty member must be reappointed for the fourth year without reservations or specifics as provided by the rules of the State Board of Education.
 - 4. The faculty member must be recommended for tenure by the Tenure Committee.
 - 5. The faculty member shall adhere to the administrative rule and procedure on tenure.

- D. The Tenure Committee shall be appointed by the College President to review the applications and to submit a recommendation. The Tenure Committee may review each applicant's personnel file, including the limited access personnel file with the faculty member's signed authorization, and consider all documentation included for tenure recommendation.
- E. To be granted tenure, the faculty member must be recommended for a continuing contract by the College President.
- F. Responsibilities of Academic Dean

Prior to review by the Tenure Committee, the appropriate Academic Dean will notify the faculty member in writing of eligibility for tenure; ensure that all required Administrative Evaluations of Faculty are placed in the faculty member's limited access file in the Human Resources area and; notify a faculty member in writing of the necessity for the Tenure Committee to review the faculty member's limited access file; and inform the faculty member of any deadlines established by the Tenure Committee.

G. Responsibilities of Tenure Candidate

- 1. By a deadline established by the Tenure Committee and announced to the faculty member by the Academic Dean, the tenure candidate must submit authorization to the Tenure Committee Chairperson granting permission for the Tenure Committee's review of the faculty member's limited access file.
- 2. The tenure candidate must maintain a file of and, upon request, present to the Chairman of the Tenure Committee documented evidence of significant continuing contributions and/or participation in at least three (3) of the following areas:
 - a. College or educational committees;
 - b. Community or professional projects;
 - c. Professional organizations;
 - d. Publications or presentation of scholarly or professional work.

For examples of contributions and possible documentation in each of the above four categories, consult the FUSA/HCC Tenure Packet distributed to each new faculty member at the time of hiring.

- H. The College President will bring recommendations to the Board by the October Board meeting (or the next regular Board meeting if none is held in October) that a faculty member receive a continuing contract based upon the successful performance of duties and the demonstration of professional competence.

- I. If approved by the Board, the continuing contract shall be retroactive to the first day of the annual College contractual period after the three (3) year service requirements are completed.
- J. Regardless of the stated term or other provisions of any appointment, written notice that an annual contract appointment will not be renewed will be given to the faculty member by March first in advance of the expiration of the appointment. The non-renewal of an annual contract shall not entitle the person to reasons for non-renewal or to a hearing (i.e., DOAH or arbitration).
- K. Any faculty member who receives a continuing contract shall be entitled to continue in a position at the College at the Board-approved salary without needing an annual reappointment by the Board, until the faculty member resigns or his contractual status changes as outlined in this Agreement.
- L. During the three (3) year period, the faculty member shall have the same academic freedom as that of all other tenured and non-tenured faculty.
- M. In accordance with the rules of the State Department of Education, the Board shall have the right to dismiss a faculty member under a continuing contract or return the faculty member to an annual contract for up to three (3) years, provided the College President's written recommendation to the Board is made with good and sufficient reason(s) on or before March first of any year.
- N. If a faculty member is not recommended for tenure, a written notice will be provided to the faculty member prior to the tenure list being presented to the Board.
- O. The Campus President will provide written notice to the faculty member when his name is submitted to the Board of Trustees for tenure. The College President will inform the faculty member in writing of the Board's action.
- P. The Administration and faculty members shall adhere to the appropriate administrative rule and procedure for tenure. The Administration will ensure that each eligible faculty member's personnel file is current and complete with respect to those documents that originate with the Administration. The faculty member will be responsible for timely presentation of documents originating with the faculty member.

6.17 - Professional Development and Rank

- A. Continuing contributions to the College and participation in College activities shall be recognized through the awarding of professional rank in accordance with all the following criteria:

- 1. Minimum Qualifications

<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
	Doctorate with less than 5 years faculty experience	Doctorate with 5 to 10 years faculty experience, 3 years or more of which must be faculty service at HCC	Doctorate with 10 or more years faculty experience, 5 years or more of which must be faculty service at HCC
Masters+30 with less than 5 years faculty experience	Masters+30 with 5 to 10 years faculty experience, 5 years or more of which must be faculty service at HCC	Masters+30 with 10 to 15 years faculty experience, 10 years or more of which must be faculty service at HCC	Masters+30 with 15 or more years faculty experience, 10 years or more of which must be faculty service at HCC
Masters with less than 10 years faculty experience	Masters with 10 to 20 years faculty experience, 5 years or more of which must be faculty service at HCC	Masters with 20 or more years faculty experience, 10 years or more of which must be faculty service at HCC	
Bachelors, or less, with less than 15 years faculty experience	Bachelors with 15 or more years faculty experience, 10 years or more of which must be faculty service at HCC		

2. Evaluation - The faculty member must demonstrate consistent satisfactory performance of duties as reflected in his evaluations for the three years immediately prior to applying for professional rank promotion, except for a faculty member with a doctorate who will be assigned to the Assistant Professor rank.
3. Contributions and/or Participation - The faculty member must present documented evidence of significant continuing contributions and/or participation in at least three (3) of the following areas:
 - a. College or educational committees;
 - b. Community or professional projects;
 - c. Professional organizations;
 - d. Publications or presentation of scholarly or professional work.

4. Peer Recommendation - The faculty member must be recommended by two peer members (who may be inter-disciplinary).
 5. College President's Approval - The faculty member's promotion must be approved by the College President.
- B. The faculty member who satisfies the criteria set forth in A.1 through 4 above may apply for academic rank promotion on the Application for Professional Rank, Appendix D, available from the Director of Human Resources at the beginning of the term after meeting the minimum qualifications of A.1 above.
 - C. The responsibility for meeting these criteria rests solely with the individual faculty member.
 - D. No College funds will be specifically allocated to support professional development; however, activities which qualify for funding under other College programs (tuition fee waiver, sabbatical, enhancement of professional skills, etc.) may be used for credit, provided advance approval is secured.
 - E. A committee composed of four (4) tenured faculty members and chaired by the Vice President for Education and Student Development will review the applications for professional rank and make recommendations to the College President.

6.18 - Selection of New Faculty

Each applicant for a regular Full-Time Faculty position will be required to follow the Board of Trustees approved hiring procedures which include an evaluation by an appropriately constituted screening committee.

Faculty input into the selection of new faculty will be advisory only. The Administration will form an all faculty screening committee whose majority composition is full-time tenured faculty from the discipline or area in which a faculty position is being filled. In order to further the College's goal to have a work place that is reflective of the community, committee composition will be made as diverse as is reasonably possible, provided the majority, where possible, are from the discipline and have satisfactory evaluations. If faculty outside the discipline are necessary for diversity, faculty within the discipline shall make recommendations for committee appointments from a list of available faculty provided by the Director of Human Resources. When sufficiently diverse faculty members to serve on a screening committee for the selection of new faculty are available, they should have the following credentials in the priority indicated:

- A. First Priority
 1. for an instructional faculty position, the Administration will select faculty members to serve on the screening committee from the discipline where the instructional faculty position is being filled; or

2. for a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty; or
3. for a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty.

B. Second Priority - Tenured faculty shall have priority over non-tenured faculty for an assignment to a screening committee to select new faculty.

If screening committee meetings are to be held during the summer, faculty members in the discipline will be mailed notices at home asking for volunteers.

The committee will present its recommendations in alphabetical order to the College President.

The committee will promptly be notified in writing when a decision is made to recommend an appointment to the Board.

6.19 - Access to College Mail

The College agrees to make its internal mail service available to each faculty member. Each faculty member will be assigned a mail box at his home campus and will have access to his mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.

6.20 - Enhancement of Professional Skills

A full-time faculty member successfully completing university courses will be awarded an academic stipend of \$150 per semester hour, not to exceed six (6) semester hours or \$900 per academic term. In order to qualify for this stipend, the faculty member must have completed course work approved by the Office of the Vice President of Education and Student Development and must have earned a grade of S or C or better in undergraduate level courses or S or B or better in graduate level courses. Course work should be designed to enhance professional skills and/or teaching abilities.

A faculty member may also attend approved seminars or workshops that are required for certification within the faculty member's discipline or are within an area where the College desires additional certification/training. The faculty member will be advised of the amount of approved reimbursement prior to attending; unless prior approval of the amount is obtained, no reimbursement will be made. The faculty member must provide verification of seminar/workshop attendance to qualify for reimbursement. The reimbursement may, at the College's option, come from tuition reimbursement or FSPD.

The cost of approved applications may not exceed an expenditure by the College of \$25,000 per academic year. No more than 60 percent of the total allocation may be awarded during the Fall Term.

A faculty member shall submit an application to the Office of the Vice President of Education and Student Development. The application must be received at least fifteen (15) working days prior to the beginning of the term in which he will be registered.

- A. Applications submitted by faculty working to meet the minimum certification requirements made necessary by changes effected by the relevant accrediting agency(ies) will have priority over all other applications.
- B. Applications submitted by tenured faculty members seeking higher degrees will be given second priority.
- C. Applications submitted by tenured faculty members seeking to enhance or extend current skills will be given third priority.
- D. Applications submitted by non-tenured faculty members seeking higher degrees will have fourth priority.
- E. Applications submitted by non-tenured faculty seeking to enhance or extend current skills will be given last priority.

When circumstances force a faculty member to change an approved course, he may adjust his application by submitting a new course for approval by the Vice President for Education and Student Development.

This provision is not applicable to a faculty member on an approved Sabbatical Leave of absence from the College.

6.21 - Committees

- A. The College will maintain the following Standing Committees consisting of representatives from the administration and the faculty, as appropriate, to review and/or prepare recommendations for the College President.

- Academic Affairs
- Academic Standards
- Calendar
- Instructional Technology
- Insurance
- Professional Rank
- Sabbatical Leave
- Tenure

- B. All members of the Academic Affairs Committee will be tenured faculty, one member plus one alternate recommended by each Cluster. The chair of this committee will be a tenured instructional faculty member and each major academic term he/she will be granted 30 load point release time from instructional duties.

6.22 - Union Representation

A faculty member who has the expectation that disciplinary action may result from a meeting with an administrator has the right to Union representation during the meeting.

ARTICLE 7

MANAGEMENT RIGHTS

7.1 - Retention of Managerial Rights

The Board retains all powers, rights, authority, duties and responsibilities conferred upon it by the laws of the State of Florida which shall include but not be limited to the following rights:

- A. to establish educational policies and to ensure the rights and educational opportunities of students;
- B. to the management and administrative control of the College and its properties, its facilities and the activities of its employees;
- C. to hire all faculty members and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such faculty members;
- D. to direct the work of its faculty members and determine the time and hours of operations;
- E. to determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- F. to determine staffing patterns;
- G. to determine the number and kinds of personnel in order to maintain the efficiency of district operations;
- H. to control and regulate the use of machinery, facilities, equipment and other property of the Board;
- I. to determine the number, location and operation of departments, divisions, and all other units of the College;
- J. to build, move or modify facilities;
- K. to establish budget procedures and determine budgetary allocations;
- L. to determine the methods of raising revenue;
- M. to take action on any matter in the event of an emergency;

- N. to schedule classes to meet the needs of the students, the community and the College; and
- O. to develop and maintain administrative rules, procedures, policies, regulations and practices which shall be limited by the terms of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement.

ARTICLE 8**FACULTY WORKING CONDITIONS****8.1 - Responsibilities****A. INSTRUCTIONAL FACULTY MEMBERS****1. Primary Responsibilities**

The primary responsibility of an instructional faculty member is to educate students. To be in compliance with the requirements of the Southern Association of Colleges and Schools (SACS) and other accrediting agencies, each instructional faculty member must satisfy the minimum certification requirements established by these agencies as more fully provided in Appendix F to this Agreement. The Administration shall provide the necessary support services and personnel to enable each instructional faculty member to perform his responsibilities, which shall include the following:

- a. In accordance with the laws of the State of Florida, a full-time faculty member must teach a minimum of fifteen (15) classroom contact hours per week for the College. A clinical or lecture contact hour consists of a regularly scheduled activity for fifty (50) minutes in a course of instruction approved by the Board. A course must meet a minimum of eight hundred (800) minutes per credit hour per term. A faculty member's work week shall not exceed five consecutive calendar days, unless waived by the faculty member.
- b. A full-time faculty member will be awarded a Basic Year Contract. Under a Basic Year Contract, an instructional faculty member will be required to teach 150 load points (or its equivalent) during the Fall Term, 150 load points (or its equivalent) during the Spring Term and 60 load points (or its equivalent) during the Summer Term, for a total of 360 load points. The 60 load points will be taught within one seven-week schedule. Under a Basic Year Contract, a faculty member shall not be required to work more than 193 days which shall include class days and in-service days. The Administration will notify each faculty member by April 1 whether his next contract will be a Basic Year, a College Year or Twelve Month Contract. A faculty member who meets his/her basic year contractual 360 load points in the Fall and Spring, as provided in Sections 8.3 and 8.4, will not be required nor contractually entitled to load points during the Summer, except as otherwise provided by this Agreement.

An instructional faculty member who is offered and accepts a College Year Contract shall be required to teach 150 load points (or its equivalent) during the Fall Term, 150 load points (or its equivalent) during the Spring Term and 60 load points (or its equivalent) during each Summer Term, for a total of 420 load points.

A full-time instructional faculty member who is offered and accepts a College Year Contract or a Twelve Month Contract will perform the tasks assigned and will be compensated as set forth in Sections 2.8(B) or 2.8(C), respectively.

- c. The College will schedule three major instructional semesters -- Fall, Spring and Summer. Within each of these semesters, the Administration may utilize scheduling variations to meet the needs of students which may include such variations as one-week courses, five-week courses, seven-week courses, ten-week courses, weekend courses or any similar scheduling variations. The Administration shall not require a faculty member to teach a course in excess of seven consecutive weeks' duration during the Summer Term; however, should a full-time faculty member voluntarily agree to teach a course variation other than the seven-week, he will accumulate sick leave in accordance with the laws of the State of Florida. The Administration will schedule a sufficient number of seven-week courses in Summer Term I or Summer Term II to provide full-time instructional faculty members with sufficient in-load points to meet their contractual obligations.
- d. Instructional faculty members shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract, and no more than six (6) in-service days under a College Year Contract. An in-service day is a district-wide contractual day of service scheduled on a non-teaching day.
- e. Each faculty member shall post and maintain five (5) office hours per week which must be a minimum of thirty (30) consecutive minutes in duration over a period of not less than four (4) days. An office hour is a designated hour when an instructor will be available for one-on-one consultations with students in a non-class setting. The availability of these office hours shall be made known to the students in writing by the end of the second week of classes. The faculty member must provide his immediate Administrative Supervisor with a copy of his written office hour schedule as early as possible but not later than the end of the second week of classes. In exceptional circumstances, the immediate Administrative Supervisor may allow deviations from the four-day requirement.
- f. For each thirty (30) load points taught, a faculty member shall be available for an additional one (1) hour per week for meetings by appointment with students. A faculty member shall not be required to post these additional office hours but is expected to be available at hours convenient for his/her students. A statement shall be included on the faculty member's written office hours schedule, and in each course syllabus notifying students that additional office hours are available by appointment.
- g. A faculty member shall participate with other faculty members in his discipline to develop, revise and implement a course or program.

- h. Each faculty member shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, and maintaining professional competence.
- i. Each faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days prior notice, unless the faculty member has a previously scheduled College or academic related commitment, or a medical appointment, or is on approved leave.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all scheduled district-wide meetings, campus-wide meetings and those area meetings called by an immediate Administrative Supervisor pertaining to College matters unless on an approved leave or with authorization from his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled class assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.
- b. Each faculty member shall instruct students in conformance with the material listed in the discipline-approved course profiles and as defined by the College catalog course descriptions. The faculty member shall present the course content in such a manner as to provide students with an opportunity for success. In addition, an instructional faculty member shall respect and encourage the germane expression of opinions by students. If a student requests special consideration based upon disabilities, the faculty member will refer the student to the Office of Students for Students with Disabilities. When presented with documentation issued by that office, the instructional faculty member will endeavor to provide the instruction needed within the normal class setting or, where necessary, request the services of a specialist. If deemed advisable, the instructor shall advise the disabled student to consult with the faculty member's immediate Administrative Supervisor for assistance in obtaining an acceptable course substitution as provided for by the laws of the State of Florida.
- c. Each faculty member shall develop a syllabus and distribute it to students by the end of the second week of class. The syllabus shall include the following: course title, course prefix, credit hours, instructor name, instructor office hours and location, telephone number, course meeting time, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (e.g. lecture, audio visuals, small group discussions, quizzes, etc.), course objectives (a brief statement of expected outcome the student should achieve by the end of the term), tentative lecture/course schedule, and other requirements as needed by the individual instructor.

- d. Each faculty member shall review the results of any student course evaluations at the conclusion of each term for the purpose of self-improvement and course updates.
- e. Each faculty member shall self-evaluate his instruction at the conclusion of each term for the purpose of self-improvement and course update. The evaluation is for the faculty member's information only.
- f. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written statement listing the faculty member's professional contributions to the institution and certifying that he has met all of his scheduled classes and posted office hours except when on approved leave.
- g. In accordance with the needs of the College, occasionally it may be necessary for the Administration to assign a faculty member in his discipline to any campus or center. However, the Administration shall minimize travel time for multi-campus assignments, and such travel will be subject to Article 8.14, Travel Expenses.
- h. It is the responsibility of the Administration to assign faculty to both day and evening classes to meet the needs of students. When it is necessary for the Administration to assign a faculty member evening classes in his/her discipline, the assignment must be within an eight hour period in a given day. If assigned evening classes, there will be a period of twelve (12) hours between the end of the evening class and the beginning of the next day's assignment. However, a faculty member may request to waive these requirements.
- i. The Administration may request that a faculty member sponsor a student club or organization and/or serve on a committee, either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor.
- j. The faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- k. If a student requests assistance, placement testing or counseling, the faculty member shall refer the student to the Student Services Department at the campus.
- l. A faculty member shall respond to reasonable written or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled college or academic related commitment or a medical appointment, or is on approved leave, or is not teaching during that term.

- m. The College may require an instructional faculty member assigned to programs involving affiliates or off-campus sites to work on a Board-approved holiday on dates that are established by the affiliate or other off-campus entity. However, the Administration will work with such affiliates and off-campus sites to schedule such assignments on College work days. The Administration will endeavor to have a faculty member's basic year contract in-load assignments on one calendar of duty days not to exceed 193 days. However, a faculty member on a basic year contract whose contractual days are so adjusted shall receive a period of at least six (6) consecutive weeks each contractual year in which he is not on duty.
- n. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or he is excused in advance by the Campus President.

B. LIBRARY FACULTY

1. Primary Responsibilities

The primary responsibility of a library faculty member is to engage in activities directly related to the library. To be in compliance with the requirements of the Southern Association of Colleges and Schools and other accrediting agencies, each library faculty member must satisfy the minimum certification requirements established by these agencies. The Administration shall provide the necessary support services and personnel to enable each library faculty member to perform his responsibilities which shall include the following:

- a. A full-time library faculty member shall be required to work thirty-seven and one-half (37½) hours per week performing his assigned duties. A library faculty member's work week shall not exceed five consecutive calendar days unless waived by the faculty member.
- b. A full-time library faculty member will be awarded either a Basic Year Contract or a College Year Contract. Under a Basic Year Contract, a library faculty member shall work during the Fall Term, the Spring Term and, subject to paragraph B(2)(f) of this Section, a Summer Term of no longer than seven consecutive weeks. Under a Basic Year Contract, a library faculty member shall work no more than 193 days which shall include class days and in-service days. At the Administration's discretion, a library faculty member may be offered a College Year Contract. A library faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 229 days. A Library faculty member with a Basic Year or College Year Contract shall work the same number of days (including in-service days) as an instructional faculty with a Basic or College Year Contract.
- c. No points will be assigned to a Library faculty member for the performance of his duties as a librarian.

- d. A Library faculty member shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract, and no more than six (6) in-service days under a College Year Contract.
- e. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. The library faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given work day shall be designated for professional planning; such professional planning will be done on campus. Occasionally, due to operational necessity, the Librarian may be required by the Administrative Supervisor to work during a pre-scheduled professional planning time.
- f. Each faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days prior notice, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, or is on approved leave.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all scheduled district-wide meetings, campus-wide meetings and those area meetings pertaining to College matters called by an immediate Administrative Supervisor unless on an approved leave or with authorization from his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.
- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. Each faculty member shall self-evaluate his performance at the conclusion of each term for the purpose of self-improvement. This evaluation is for the faculty member's information only.
- d. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written statement listing the faculty member's professional contributions to the institution.
- e. If there are no faculty volunteers for evening/weekend duty, library faculty members will serve on a rotational basis for evening/weekend duty. The faculty

member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve only a maximum of two nights per week unless the Campus President determines that additional evening assignments will be required due to an emergency situation. An evening/weekend emergency shall not extend beyond two weeks. A Library faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.

- f. Since the demands for library service may occur during periods when classes are not in session, the Administration reserves the right to assign library faculty duty schedules which differ from the duty days of an instructional faculty member. The revised schedule will not mean that a library faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (prorated for the number of hours worked) for the additional number of days. However, a faculty member whose contractual days are so adjusted shall receive each contractual year a period of at least six (6) consecutive weeks during which he will not be on duty.
- g. A faculty member shall respond to reasonable written or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled college or academic related commitment, a medical appointment, is on approved leave or is not working during the term.
- h. A faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- i. A faculty member shall participate with other faculty members in his discipline to address district-wide library-related matters.
- j. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or he is excused in advance by the Campus President.

C. COUNSELING FACULTY

1. Primary Responsibilities

The primary responsibility of a counseling faculty member is to engage in activities directly related to counseling. To be in compliance with the requirements of the Southern Association of Colleges and Schools and other accrediting agencies, each counseling faculty member must

satisfy the minimum certification requirements established by those agencies. The Administration shall provide the necessary support services and personnel to enable each counseling faculty member to perform his responsibilities which shall include the following:

- a. A full-time counseling faculty member shall be required to work thirty-seven and one-half (37½) hours per week performing assigned duties. A counseling faculty member's work week shall not exceed five (5) consecutive calendar days unless waived by the faculty member.
- b. A full-time counseling faculty member will be awarded either a Basic Year Contract or a College Year Contract. Under a Basic Year Contract, a counseling faculty member shall work during the Fall term, the Spring Term and, subject to paragraph C(2)(f) of this Section, a Summer Term of no longer than seven consecutive weeks. Under a Basic Year Contract, a counseling faculty member shall work no more than 193 days which shall include class days and in-service days. At the Administration's discretion, a counseling faculty member may be offered a College Year Contract. A counseling faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 229 days. A counseling faculty member with a Basic Year or College Year Contract shall work the same number of days (including in-service days) as an instructional faculty member with a Basic Year or College Year Contract.
- c. No points will be assigned to a counseling faculty member for the performance of his duties as a counselor.
- d. A Counseling faculty member shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract, and no more than six (6) in-service days under a College Year Contract.
- e. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. The counseling faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given work day shall be designated for professional planning; such professional planning will be done on campus. Occasionally, due to operational necessity, the Counselor may be required by the Administrative Supervisor to work during a pre-scheduled professional planning time.
- f. The faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days prior notice, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, or is on an approved leave of absence.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all scheduled district-wide meetings, campus-wide meetings and those area meetings pertaining to College matters called by an immediate Administrative Supervisor unless on an approved leave or with authorization from his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.
- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. Each faculty member shall self-evaluate his performance at the conclusion of each term for the purpose of self-improvement. This evaluation is for the faculty member's information only.
- d. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written statement listing the faculty member's professional contributions to the institution.
- e. If there are no faculty volunteers for evening/weekend duty, counseling faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve only a maximum of two nights per week, unless the Campus President determines that additional evening assignments will be required due to an emergency situation which shall not extend beyond two weeks. A Counseling faculty member with evening duty will have twelve (12) hours between the end of night duty and the beginning of duty the next day.
- f. Since the demands for counseling service may occur during periods when classes are not in session, the Administration reserves the right to assign a counseling faculty member duty schedules which differ from the duty days of an instructional faculty member. The revised duty schedule will not mean that the counseling faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (prorated for the number of hours worked) for the additional number of days. However, the faculty member whose contractual days are so adjusted shall receive each contractual year a period of at least six (6) consecutive weeks during which he is not on duty.

- g. A faculty member shall respond to reasonable written or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled college or academic related commitment, a medical appointment, is on approved leave or is not working during the term.
- h. A faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- i. A faculty member shall participate with other faculty members in his discipline to address district-wide counseling-related matters.
- j. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or he is excused in advance by the Campus President.

D. TEMPORARY FULL-TIME FACULTY

The primary and other professional responsibilities of temporary full-time faculty are as specified in 8.1.A, B, or C for a regular faculty member in the same discipline.

A temporary full-time faculty member enjoys all benefits of this Agreement except as follows:

1. While employed in a temporary full-time position, a temporary full-time faculty member is not eligible for tenure as provided for in Article 6.16, Tenure. However, provided the years of service are continuous, one year of service accrued at the College while serving as a temporary full-time faculty member shall be counted toward years of service to be eligible for tenure, when these conditions are met:
 - a. Before a temporary full-time faculty member can be hired in a full-time regular faculty position, he must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and his selection can only be made if it adheres to Article 6.18, Selection of New Faculty.
 - b. The faculty member is thereafter employed in a full-time regular faculty position by the College to perform the same duties and responsibilities within the same discipline as performed while in the temporary position.
2. While employed in a temporary full-time faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6 Vacancies/Transfers, Sections A., B., C., and D.

3. No faculty member will be appointed in this classification for more than two consecutive academic years or major terms thereof.
4. A full-time temporary faculty member, while employed as a full-time temporary, will be paid not less than the rate in effect for the appropriate degree on July 1, 1998, and not more than the entry level for the appropriate degree under the current collective bargaining agreement. Full-time temporaries are not eligible for annual salary increases.
5. A full-time temporary faculty member is not eligible for a Program Manager position.
6. No notice of non-renewal is required for a temporary full-time faculty member.
7. In cases of emergency, in order to meet student demands, a full-time temporary faculty member may be hired and the advertising, screening and selection procedure will be waived. Emergency hires will be valid for one contractual year only.

E. GRANT-FUNDED FACULTY

The primary and other professional responsibilities of a grant-funded faculty member are as specified in Article 8.1 A., B., or C. for a regular faculty member in the same discipline except as restricted by the terms and conditions of the grant.

A grant-funded faculty member enjoys all benefits of this Agreement except as follows:

1. While employed in a grant-funded position, a grant-funded faculty member is not eligible for tenure as provided for in Article 6.16, Tenure. However, provided the years of service are continuous, one year of service accrued at the College while serving in the grant-funded position shall be counted toward years of service to be eligible for tenure, when these conditions are met:
 - a. The year to be counted toward tenure is within the discipline in which tenure is sought.
 - b. Before a grant-funded faculty member can be hired in any regular faculty position, he must submit an application for a regular faculty appointment.
 - c. Such application must be considered with other applications for the position, and his selection can be made only if it adheres to Article 6.18, Selection of New Faculty.
2. While employed in a grant-funded faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6, Vacancies/Transfers, Sections A., B., C., and D.

F. PROGRAM MANAGERS

1. Appointment, Duties and Responsibilities

The acceptance of an assignment as a Program Manager is voluntary. Full-time tenured faculty within the program(s) will be given first option to act as Program Manager. If no full-time tenured faculty are available or volunteer, a full-time non-tenured faculty member may be appointed; provided that if the appointee does not have a minimum of one year's teaching experience prior to appointment, the duties of part-time and temporary full-time faculty member evaluations will be assigned to the responsible academic dean. The duties and responsibilities of a Program Manager are as stated in the mutually developed job descriptions and will not be unilaterally changed without the consent of the parties to this Agreement.

2. Compensation

Compensation can be found in Article 14.5.

3. Evaluation

- a. The evaluation of a faculty member's performance as Program Manager will be under the direction of the Dean and will be based on mutually established duties as stated in Article 8.1F.1 and distinct from the evaluation of the faculty member's performance of his primary duties.
- b. No bargaining unit employee other than a full-time temporary and/or grant- funded faculty member will be evaluated by the Program Manager.

4. College Support

- a. The College will provide workshops on evaluation, budget preparation, and the administrative computer system for the Program Managers.

G. MENTORS

A mentoring program will be established in which a first- or second-year faculty member will be assigned a tenured faculty member as a mentor.

1. Mentoring Workshop

The College and FUSA will jointly present mentoring workshops to be conducted during the Spring Term of each year. FUSA will invite tenured faculty to volunteer to attend the workshop. The volunteers will be asked to attend one workshop during which the role of a mentor and effective mentoring techniques will be discussed and appropriate documents will be provided. Professional leave may be granted and substitutes provided for faculty having other scheduled College activities during the workshop. Only those faculty who have attended a workshop will be eligible for mentorship.

2. Selection of a Mentor

The College will provide the Dean of those disciplines and those campuses to which first- and/or second-year faculty have been assigned with a list of the peer mentors who have attended a workshop. From that list the Dean and the first- and/or second-year faculty will select a peer mentor who is mutually acceptable to the parties. The mentor and the faculty member will be members of the same cluster and, when possible, from the same discipline and campus.

3. Appointment of a Mentor

The Dean will notify the prospective peer mentor of his selection and upon his acceptance of the position, a product contract will be issued to the mentor for \$150 for that term's mentoring activities. The participating peer mentor will not be requested to provide mentoring assistance to more than one faculty member in any given term. Payment for mentoring activities will be initiated by the Dean upon the receipt of the mentor's checklist to be submitted with the mentor's grades at the conclusion of the Fall Term. Even though a peer mentor's official duties will conclude with the Fall Term, he will remain a resource person for the new faculty member during the Spring Term on an as-needed basis.

4. Mentor's Responsibilities

- a. The mentor's responsibilities are as designated in the mutually agreed upon Checklist of mentor activities.
- b. The mentor will observe the faculty member's class at least twice during the Fall Terms of the first and second year of service. In a post observation conference, the mentor will meet with the faculty member to discuss the classroom activities and to offer support in meeting the faculty member's needs.
- c. The Program Manager will participate in the process by attending a workshop and by observing the faculty member's class at least one time during the Fall Term. In a post observation conference, the Program Manager will meet with the faculty member to discuss the classroom activities and to offer support in meeting the faculty member's needs.
- d. During those Fall Terms when a faculty member is being mentored, the Dean's evaluation specified in Article 9.4 may be waived. The Dean will evaluate the faculty member during the Spring Terms of the first and second year of service and during the Fall and Spring Terms of the third year of service as specified in Article 9.

H. FACULTY MEMBERS ACCEPTING AN ADMINISTRATIVE POSITION

A tenured faculty member who accepts an administrative position serves in that position at the will of the College President. Nothing in this Section of this Contract grants any faculty member any rights to or to continue in any administrative position. If the faculty member has return rights to the faculty under this section, the faculty member may be returned or may elect to return to faculty status as hereinafter set forth.

1. Reentry of tenured faculty currently in an Administrative Position to tenured faculty status.
 - (a) An administrator who has tenure as a faculty member and who as of June 30, 1998, was on an Administrative Leave of Absence from a faculty position and on an administrative salary line, will retain the right to voluntarily return to a faculty position until July 1, 2000. If the tenured faculty member who is on an administrative contract does not elect to return to faculty status by giving written notice to the College President on or before February 15, 2000, the faculty member will be considered to have voluntarily resigned as a faculty member and will therefore lose his/her continuing contract status. Nothing contained in this Agreement grants a right to any future administrative position to any currently tenured faculty member who chooses to remain in administration by resigning his/her faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby returns to his/her continuing contract status is in the sole discretion of the faculty member.
 - (b) Compensation for any tenured faculty member who is currently in an administrative position and who is reassigned to faculty on or before July 1, 2000, will be as follows:
 - (1) For an employee hired before December 31, 1975, the employee's salary will be adjusted to reflect the highest daily rate of pay for the appropriate professional rank in the HCC-FUSA Agreement and the Board-approved Salary Schedule. The assigned rank will be compatible with the highest academic degree obtained by the employee; or
 - (2) For an employee hired after December 31, 1975, the employee will be compensated at a rate of compensation equal to the highest daily rate of faculty with the same academic credentials and the same number of years of service to the institution, excluding other faculty who have had their salaries adjusted by reassignment from an administrative position to a faculty position.
2. Reentry of tenured faculty who accept an administrative position on or after July 1, 1998.
 - a. Any tenured faculty member who is offered and accepts an administrative position on or after July 1, 1998 will be placed on Administrative Leave, removed from the

faculty salary line and placed on an administrative salary line. The tenured faculty member will retain the right to return to a faculty position under this paragraph until June 30 following two full years on an administrative assignment. (July 1, 1998 through June 30, 2000 is considered two full years.) If the tenured faculty member who is on an administrative assignment does not elect to return to faculty status by giving written notice to the College President on or before February 15 immediately preceding the June 30 date set forth above, the faculty member will be considered to have voluntarily resigned as a faculty member and will therefore lose his/her continuing contract status. Nothing contained in this Agreement grants a right to any future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his/her faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby retains his/her continuing contract status is in the sole discretion of the faculty member.

- b. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 2(a) above will be at the rate on the Board approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

3. Re-entry of non-tenured faculty currently in an administrative position.

- a. A non-tenured faculty member who is currently on an Administrative Leave from a faculty position and on the administrative salary line may re-enter the faculty under the conditions set forth below. If the non-tenured faculty member who is in an administrative position as of July 1, 1998 does not give the written notice to the College President on or before February 15, 2000, of the intent to return by July 1, 2000, the faculty member will be removed from eligibility for tenure under Article 6, Section 6.16. Nothing contained in this Agreement grants any non-tenured faculty member a right to a future administrative position if the non-tenured faculty member does not return to faculty status under this paragraph, nor the guarantee of an offer of an annual faculty contract or a continuing contract if the faculty member seeks to return to the faculty under this Section. The decision as to whether to seek to reenter the faculty within the period provided under this paragraph is within the sole discretion of the faculty member, except as otherwise limited by this Article.

A current non-tenured faculty member who as of June 30, 1998 was in an administrative position and who returns to the faculty on or before July 1, 2000, will be compensated at the highest daily rate of faculty with the same academic credentials and the same number of years of service to the institution, excluding other faculty who have had their salaries adjusted by reassignment from an administrative position to a faculty position.

4. Re-entry of non-tenured Faculty who accept an administrative position on or after July 1, 1998.
 - a. Any non-tenured faculty member who is offered and accepts an administrative position on or after July 1, 1998 will be placed on Administrative Leave, removed from the faculty salary line and placed on the administrative salary line. The non-tenured faculty member may seek to re-enter the faculty under the conditions set forth below until June 30 following two full years on an administrative position. (July 1, 1998 through June 30, 2000 is considered two full years.) The non-tenured faculty member must give written notice to the College President on or before February 15 immediately preceding the July 1 re-entry date of the desire to return to faculty status. If the non-tenured faculty member fails to give the written notice of desire to re-enter the faculty on or before the February 15 deadline, the faculty member will be removed from eligibility for tenure under Article 6, Section 6.16. Nothing contained in this Agreement grants any non-tenured faculty member a right to a future administrative assignment if the non-tenured faculty member does not return to faculty status under this paragraph, nor the guarantee of the offer of an annual contract or a continuing contract if the faculty member seeks to return to faculty status under this Section. The decision as to whether to seek to reenter faculty within the period provided under this paragraph is within the sole discretion of the faculty member, except as otherwise limited by this Article.
 - b. Compensation for non-tenured faculty members re-entering the faculty under this section will be at the rate on the Board approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

For a non-tenured faculty member currently in an administrative position to return to faculty status or for a non-tenured faculty member who accepts an administrative position on or after July 1, 1998, to seek to return to faculty status, the following conditions must be met:

- (1) A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.6; and
- (2) No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.2.
- (3) If there is no open new or vacant full-time faculty position for which the employee is qualified, then the employee may be given a one-year temporary full-time faculty position and paid as specified in Article 8.1 D, renewable for two (2) years, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:
 - (a) All credential requirements will be satisfied;

- (b) The transfer will not cause a RIF of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;
- (c) The transfer will not cause another faculty member to have multi-campus assignments.

By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.18. If the employee is recommended by the screening committee and accepts the position, a regular basic year faculty contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

5. Non-Faculty Re-assignments

An employee who has never been a faculty member may be given a one-year temporary full-time faculty position and paid as specified in Article 8.1 D, renewable for two (2) years, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

- a. All credential requirements will be satisfied;
- b. The transfer will not cause a RIF of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;
- c. The transfer will not cause another faculty member to have multi-campus assignments.

By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.18. In addition, the individual will be evaluated by the Program Manager and will participate in the mentoring program. If the employee is recommended by the screening committee and accepts the position, a regular basic year faculty contract will be offered. The compensation granted will be in accordance with the entry salaries specified in Article 14.

- 6. Nothing in this section will limit the right of the President to assign administrative responsibilities to a faculty member and may place the faculty member on a College Year Contract or Twelve Month Contract and/or provide release time. During any such assignment, the faculty member will retain faculty status and remain in the bargaining unit.

8.2 - Instructional Faculty Load Point System

- A. Library and counseling faculty shall not be assigned points for their duties and responsibilities. Courses taught as overload will be assigned points and compensated for at the instructional faculty overload pay rate. Such course time will not be considered part of their thirty-seven and one-half (37 ½) hour work week requirement.
- B. **Definitions** - All courses offered at the College will be designated as one of the following:
1. **Distance Learning** - Distance learning includes those courses that are prepared by a non-faculty member and/or courses that are delivered electronically via computer, television, video conferences, or other electronic means. Distance Learning courses involve direct electronic communication with the individual student. The instructor actively controls the amount and quality of information which is directed to a specific objective. A Distance Learning class is typified by the consistent interaction between the instructor and the student. A Distance Learning class is typified by the amount of preparation preceding the electronic communication and by the amount of the student's on-line assignments and the post-evaluation of student's work, which may include reading assignments, term papers, etcetera. This does not include the use of computers, e-mail or other electronic media as part of the instructional methodology for lecture, laboratory or clinical courses.
 2. **Lecture** - A lecture course is one in which the number of contact hours per week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listener and/or a participant in activities/discussions conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the amount of preparation preceding the lecture and by the amount of in-class and post evaluation of the student's out-of-class work, which usually includes reading assignments, term papers and other assignments.
 3. **Laboratory** - A laboratory course is one in which the contact hours per week do not equal the semester hours credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant which organizes laboratory accouterments in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience. Instruction generally takes place on a one-to-one basis between the student and the instructor at the laboratory station. Laboratory experiences may be scheduled for a class or be open to a student to work at his own pace under supervision.
 4. **Clinical** - A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. A clinical experience has unique characteristics which include:
 - a. The learning experience takes place in a "real life" environment that is generally located in an area not under the direct control of the College or its agents;

- b. There is an element of uncertainty in the learning situation, with discrete events not pre-programmed;
 - c. There are different procedures for the instructor/staff preparation and for student evaluation in a clinical experience than in lectures and/or laboratory classes;
 - d. A faculty member in a clinical situation has on-site instructional/supervisory responsibilities for the student and evaluates the student by personal observation.
5. **Faculty of Record** - In some clinical, practicum or cooperative education/work experience courses, the student's primary learning experience may be through work-related training. In such courses, the student's work activities are directed by a clinical/work supervisor. In such courses, a full-time faculty member develops performance-based modules and assigns grades based on the evaluations supplied by clinical/work-site supervisors. A full-time faculty member supervises the students through coordination with the clinical or work supervisor and through scheduled visits to the clinic or work-sites. If a course combines a clinical work-site and faculty-of-record responsibilities, that portion of the course devoted to clinical/work-site responsibilities will receive clinical/work-site points, and the remaining portion will receive faculty-of-record points.
6. **Applied Music Course** - A student-performance-based music course in which there is only one-to-one interaction between the instructor and the student for the duration of at least one contact hour per week.

C. Value by Major Function

1. Distance Learning

- a. One Distance Learning instructional credit hour equals ten (10) points.
- b. Upon prior approval by the Vice President for Education and Student Development, a faculty member will be compensated five (5) points per credit hour for Distance Learning course development.

2. Lecture - one (1) lecture credit hour equals ten (10) points.

3. Laboratory - one (1) laboratory contact hour per week equals eight (8) points.

4. Clinical - one (1) clinical contact hour per week equals eight (8) points.

5. Faculty of Record - one (1) faculty of record course credit hour equals eight (8) points. However, the maximum number of points awarded for a faculty of record course will not exceed forty (40) points.

**Faculty of Record
(Courses with Clinical or Work Supervisors)**

Course Credit	Maximum # Contact Hour Per Week	# Points Per Contact Hour	Max. Ttl. Pts. Paid to Faculty
1	1	8	8
2	2	8	16
3	3	8	24
4	4	8	32
5	4	8	40

- 6. Applied Music** - A course taught by a full-time faculty member will be compensated for in accordance with Article 14.5, Supplemental Activity Agreement.

If a course combines a lecture and laboratory section or a course combines a lecture and clinical section, the portion devoted to lecture will receive the lecture points, and the remaining portion will receive the laboratory points or clinical points.

8.3 Meeting Load Point Obligations

- A. An instructional faculty member on a Basic Year Contract will fulfill his/her contractual obligation to the Board by earning 360 load points or its equivalent. While the expectation is that a faculty member on a basic year contract will teach 150 load points in the Fall and Spring and 60 load points in either Summer I or Summer II to meet his/her contractual obligation, the Administration shall consider a faculty member who is within 6 load points either more or less during the Fall term and 6 load points either more or less during the Spring term (i.e., not less than 144 nor more than 156) and within 6 load points more or less in Summer I or Summer II (i.e., not less than 54 nor more than 66) to have fulfilled his/her contractual obligation for the respective term. Extra compensation for all overloads is also subject to the overload compensation requirements of Section 8.4(C).
- B. A faculty member on a College Year contract must earn 150 load points or its equivalent in the Fall and Spring terms and 60 load points or its equivalent in Summer I term and in Summer II term. While the expectation is that a faculty member on a College Year contract will teach 150 load points in the Fall and Spring and 60 load points in Summer I and Summer II, the Administration shall consider a College Year contract faculty member who is within 6 points either more or less during the Fall and Spring term (not less than 144 nor more than 156 load points) and who is within 6 load points for Summer I and II combined (not less than 54 nor more than 66) to have fulfilled his/her contractual obligation.
- C. A full-time instructional faculty member who is offered and accepts a twelve-month contract will perform the tasks assigned and will be compensated as set forth in Section 2.8(C).

- D. A faculty member shall not earn extra compensation nor carry over load points from term to term to generate an overload in an subsequent term when a faculty member earns points in excess of 150 load points but less than 157 load points in the Fall or Spring Terms, and in excess of 60 but less than 67 in the Summer Term. A faculty member's salary shall not be reduced if the faculty member has less than 150 load points in the Fall or Spring, or 60 load points in a Summer Term; provided that if the faculty member has less than 144 load points in the Fall or Spring or 54 load points in a Summer Term, the faculty member will be assigned sufficient instructional duties or granted release time and given a non-instructional assignment that allows the faculty member to meet his/her 360 load point obligation within the Fall, Spring and Summer I or Summer II Terms.

Nothing in this Section is intended to provide any right to teach in Summer I or Summer II if the faculty member on a Basic Year contract has taught 360 non-overload points during the Fall/Spring terms, at which time the college will have met its contractual obligation to the faculty member.

8.4 - Instructional Faculty Overloads

- A. To request an overload, a full-time instructional faculty member will submit a written request for an overload to his immediate Administrative Supervisor prior to the first instructional day of the term. If the need arises, the Administration may request overload hours to meet the needs of the College.
- B. A faculty member on a Basic Year contract who teaches 150 load points in the Fall term and 150 load points in the Spring term may request an overload in each of the respective terms. If overloads are available within the discipline, a faculty member rated "satisfactory" on his/her evaluation will be granted an overload up to 60 load points by the immediate Administrative Supervisor. Faculty members rated "acceptable but needs some improvement" may be permitted to teach an overload; the decisions as to whether they are eligible to teach an overload and, if eligible, the number of overload points that can be taught are within the discretion of the immediate Administrative Supervisor. If such overload is granted, the overload shall not exceed 60 overload points.

Overload assignments within a discipline shall be distributed equitably by the immediate Administrative Supervisor among faculty with a "satisfactory" evaluation who request an overload. Faculty members with a satisfactory rating will receive preference over those with an "acceptable but needs improvement" rating who are approved for an overload by his/her immediate supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member's immediate Administrative Supervisor.

- C. Except as provided in paragraph 8.4(E) of this Section, a Basic Year contract faculty member will be compensated during the Fall term at the established overload rate for all load points in excess of 180. A Basic Year contract faculty member will be compensated during the Spring term at the basic overload rate for all overload points to the extent that the load points, excluding those previously compensated as overload, exceed 360 for Fall and Spring terms combined.

- D. During Summer I and Summer II, a faculty member rated “satisfactory” on his/her evaluation will have first preference for up to 60 overload points after all full-time faculty within the discipline have met their minimum contractual load to the Board and provided further that additional load points are available within the discipline. Faculty members rated “acceptable but needs some improvement” may be permitted to teach overloads in the Summer I and II terms. The decisions as to whether they are eligible to teach an overload in Summer I and/or Summer II and, if eligible, the number of overload points that can be taught, are within the discretion of the immediate Administrative Supervisor. If such an overload is granted, it will not exceed 60 overload points.

Overload assignments within a discipline shall be distributed equitably by the immediate Administrative Supervisor among faculty with a “satisfactory” evaluation who request an overload. Faculty members with a satisfactory rating will receive preference over those with an “acceptable but needs some improvement” rating.

1. A full-time faculty member rated satisfactory shall have priority for 60 load points over all part-time faculty on all campuses for an overload assignment.
2. A full-time instructional faculty member rated satisfactory shall have priority to teach an overload in his own regularly assigned area(s) of instruction and/or discipline over a full-time faculty member outside that area.
3. All overloads taught will be covered by sick leave as specified in Article 12.1, Sick Leave, of this Agreement.

A Basic Year contract faculty member will be compensated during Summer I and Summer II for all load points at the overload rate, provided the faculty member has met his/her 360 load point contractual obligation to the Board as described in Section 8.3 above.

- E. When the Administration determines that it will be necessary (for example, when there is a known accreditation or program requirement) for a Basic Year contract faculty member to teach a total of 60 load points in either Summer I or Summer II, that faculty member will be compensated for overloads taught during the Fall and Spring terms. Faculty members will be advised of such Summer I or Summer II teaching requirements during the first two weeks of the Fall term.
- F. College Year contractual faculty members who are: (1) rated “satisfactory” and (2) those rated “acceptable but needs some improvement” who are permitted by immediate Administrative Supervisors to teach overloads, will be compensated for all such overloads in the term in which they are taught at the overload rate.
- G. The assignment of overloads based on the faculty member’s evaluation will begin no earlier than the 1998-99 Summer I Term. For the Spring Term of the 1998-99 academic year, overloads will be assigned as provided in Section 8.4(B) of the contract which expired August 20, 1998. Student evaluations as provided in Article 9, Section 9.10 may be included in the faculty member’s evaluation, beginning with faculty evaluations conducted

in Fall of the third year of this contract. Student evaluations conducted beginning the Fall term of the second academic year (1999-2000) and thereafter may be used. Compensation for overloads as provided in Section 8.4(c) will begin with the Fall 1999-2000 Term.

8.5 Librarian/Counselor Overload

Based upon the needs of the College, the Administration may request library and counseling faculty to perform additional pre-approved non-instructional library-related or counseling-related duties beyond thirty-seven and one-half (37½) hours per week as overloads. The additional pre-approved duties shall be compensated for as set forth in Article 14.4.

For instructional overloads, a librarian and a counselor will be subject to the same provisions for an overload assignment as instructional faculty member, including a “satisfactory” rating by his/her immediate Administrative Supervisor. The Board shall compensate the library and counseling faculty members pursuant to Article 14 of this Agreement. Library and counseling faculty members will receive contracts for all teaching overload duties.

8.6 - Adjunct Instructional Duties

A full-time faculty member who is completing or has completed his basic year contractual obligations of 360 load points prior to or during a Summer Term may also request to teach an adjunct teaching assignment within his/her discipline during either Summer Term. To be eligible, the faculty member must be rated as set forth in Section 8.4(B) above. If the sections are available, a faculty member rated “satisfactory” requesting an adjunct teaching assignment will be assigned up to sixty (60) load points at the established overload rate. If assigned, the following criteria shall apply to adjunct instructional duties:

- A. A full-time faculty member rated satisfactory will have priority for adjunct instructional duties of up to 60 load points over part-time faculty at all campuses.
- B. To request a summer adjunct teaching assignment, a faculty member rated “satisfactory” or “acceptable but needs improvement” will submit a written request for an adjunct teaching assignment to his/her immediate Administrative Supervisor at least six (6) weeks prior to the beginning of the term when the faculty member is eligible for an adjunct teaching assignment. At the discretion of the immediate Administrative Supervisor, the six (6) weeks notice can be waived.
- C. A faculty member may use accrued sick leave for an adjunct course(s). However, an adjunct assignment will not generate sick leave.
- D. A faculty member who takes an approved leave without pay during an adjunct teaching assignment will have his adjunct salary reduced by that proportion of the instructional time missed. Such approved leave may be granted only if the faculty member has used all of his accrued sick/personal leave.

- E. A librarian or counselor will be subject to the same provisions for teaching adjunct load points as an instructional faculty member.
- F. Compensation for adjunct load points shall be at the established overload rate in accordance with Article 14 of this Agreement.
- G. A full-time faculty member teaching adjunct assignments will be available for two (2) office hours per week by appointment only per three (3) credit hour course taught. The faculty member shall not be required to post these office hours but is expected to be available at hours convenient for students. A statement shall be included on the faculty member's schedule and in each course syllabus notifying students that office hours are available by appointment.

If the Administration requests that the faculty member teach an adjunct assignment and the faculty member accepts a full-time load, the faculty member's Basic Year Contract will be extended to a College Year Contract.

8.7 - Supplemental Activity Agreement or Release Time for Non-Instructional Duties

A faculty member may agree to be assigned additional non-instructional responsibilities which may include work performed under a supplemental activity agreement. The Board will compensate the faculty member for the assignment in accordance with the agreed upon rate as specified in Article 14 or allow for adequate release time.

8.8 - Substitute Teaching

A faculty member is encouraged to make substitute recommendations but shall not make final substitute assignments. The Administration may request a faculty member to teach an absent faculty member's class. If the faculty member teaches the class for the duration of the assigned class period, the faculty substitute will be compensated with substitute pay in accordance with Article 14 of the Agreement. If the faculty substitute teaches in excess of two (2) consecutive weeks, the Administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14, Section 14.6.

8.9 - Class Observations

A faculty member's class shall not be observed by persons other than the College Administration, without prior notice to the faculty member and approval by the Campus President. However, this provision will not apply for any program funded by a non-College source which includes grants.

If a faculty member expresses concern over an interruption of his class to his immediate Administrative Supervisor or the Campus President, the Administration will endeavor to make other arrangements.

8.10 - Lounge Facilities

The Administration shall maintain a lounge facility at each campus for faculty and staff which will include a microwave oven, refrigerator and complete first aid kit.

8.11 - Parking

On each HCC campus, the Administration shall provide off-street parking facilities designated for full-time faculty and full-time staff only. The Administration shall provide these facilities free of charge. Where feasible, the Administration shall provide parking spaces as close to the building entrances as possible with a "Fifteen Minute Loading/Unloading Zone" designation. The Administration will use best efforts to keep the parking areas maintained and protected with security.

8.12 - Telephone

The Administration shall provide at least one telephone for each full-time faculty member's office. The use of telephones by the faculty member shall be in accordance with the administrative rules and procedures. Any violations of the administrative rules and procedures shall be grounds for disciplinary measures. The faculty member shall be permitted to use his office phones for collect or credit card long distance calls that are at no expense to the College.

8.13 - Safe Working Conditions

A faculty member shall not be required to work under hazardous or unsafe working conditions or to perform tasks which may endanger his health, safety and well being.

- A. A faculty member shall immediately report hazardous or unsafe working conditions to his immediate Administrative Supervisor or the Campus President.
- B. The Administration acknowledges its statutory duty to make every reasonable effort to provide a safe and healthy work place. The Union may make recommendations to the Administration regarding such matters. The Union acknowledges that each faculty member will observe the safety and health rules set by the Administration.
- C. Each academic year, the Administration shall provide one set of protective glasses and lab aprons and/or jackets to the faculty member with class assignments such as a chemistry laboratory, microbiology laboratory, allied health clinical laboratory or nursing clinical laboratory.
- D. A faculty member shall wear all requisite protective wear in the performance of laboratory and clinical duties and shall also inform students of the requirements to wear all protective wear requisite to the laboratory or clinical circumstances. The faculty member shall be responsible for the reasonable care and usage of the protective clothing and equipment.
- E. The College will endeavor to maintain plant facilities which are free from hazard or other conditions which promote ill health.

8.14 - Travel Expenses

The Administration shall reimburse the faculty member for in-district travel that is required for the performance of load teaching assignments or other work-related duties in accordance with the administrative rules and procedures. All other travel shall require prior approval by the faculty member's immediate Administrative Supervisor. The Administration shall allocate budgeted travel funds based upon an equitable system.

8.15 - Assault, Battery or Threats of Injury

A faculty member shall immediately report any work-related assault, battery, or threat of bodily harm to his immediate Administrative Supervisor or the Campus Vice President, who will contact Campus Security and/or the appropriate law enforcement agency. The student shall be immediately removed from the class and disciplined in accordance with the student disciplinary procedure, up to and including expulsion. The faculty member shall not be required to use accumulated sick leave for absence due to an injury resulting from a physical attack.

8.16 - Class Disruption

A faculty member may temporarily dismiss a student from class for one class period for disruptive behavior as defined by Board Rule. A faculty member may request of his immediate Administrative Supervisor that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with other students be removed from a course. If the student requests, the faculty member's immediate Administrative Supervisor shall schedule a meeting with the instructor and the student to attempt to seek an accord. If the student and the faculty member cannot reach an accord, the Administration will officially notify the student of his rights as provided in the administrative rules and procedures. If, in the opinion of the administration, the behavior violates F.S. 877.13, the student may be withdrawn, or at the discretion of the administration and with the consent of the receiving faculty member, be transferred to another section.

8.17 - Duplication Facilities

The Administration shall provide duplication facilities and materials for work-related purposes associated with the faculty member's contractual duties. Duplication facilities and materials shall be available at each campus at no cost to the faculty member. The Administration shall permit the faculty member to oversee the duplication of his tests.

8.18 - Office Assignment

The Administration shall provide each faculty member with a lockable office, with no more than two faculty members assigned to the same office. Each faculty member shall have a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair.

8.19 - Grading System

A faculty member shall develop and notify his students in his syllabus of his grading system which shall be in accordance with the existing grading system established by the Board. The faculty member's student evaluation system shall have clearly defined criteria. The faculty member shall explain the grading system to his students on the first day of each class and shall distribute a copy of the grading system by the end of the second week of class. Any necessary modifications of his grading system shall be given to his students in writing. A student's grade shall not be changed without the approval of the faculty member who assigned the grade and the Campus President. If a faculty member is no longer an employee, the Administration shall be responsible for justifying any change in grades awarded by this faculty member.

8.20 - Class Scheduling

The Administration shall schedule classes to meet the needs of the students. The Administration shall develop a class schedule to include a sufficient number of courses to fulfill full-time faculty contractual loads and shall coordinate the scheduling of faculty members' classes district-wide.

- A. The Administration shall assign classes to faculty members on an equitable system, with a primary emphasis being placed on providing each unit instructional member with a full load based upon his/her contract, and, when necessary, coordinate the scheduling of faculty members' classes district wide.
- B. The Administration shall ensure that classes assigned to a faculty member will fall within a continuous eight (8) hour period.
- C. There will be at least twelve (12) hours between the end of a faculty member's last class on one day and the beginning of the first class on the next day. Exceptions to the twelve (12) hour requirement are overload classes which may be scheduled at any time in accordance with the needs of the institution and the students.
- D. In-load class assignments shall fall within a continuous five-day work week.
- E. The exceptions to the eight-hour, twelve-hour and five-day provisions in B., C., and D. will be as follows:
 1. The faculty member may request an exception; or
 2. The faculty member may request an overload assignment which, if granted, may necessitate an exception.
- F. The faculty member shall not be assigned classes in consecutive periods at two different campuses.
- G. In making assignments for a full-time faculty member's regular load, the Administration acknowledges that the full-time faculty member has priority for class schedules in his own regular load over part-time faculty and over full-time faculty overload assignments within

the same discipline at any campus. In order to fulfill Basic Year Contract obligations, an instructional faculty member will not be required to teach both Summer Terms, or in excess of seven (7) weeks in either Summer Term, unless waived by the faculty member.

- H. When it is necessary to make multi-campus assignments, assignments requiring more than three different preparations, or assignments of courses not previously taught, the Administration shall make such assignments on an equitable basis.
- I. When a faculty member volunteers or is asked to teach a credit or non-credit class(es) to be offered under a contract developed by the College's Economic Development Division for a business or industry client, the faculty member selected to teach the course by the Executive Director of Economic Development must be approved by his/her dean, the Campus President, and the client.

When a faculty member is selected to teach a credit course for the Economic Development Division, the course may be used for in-load or overload. When an Economic Development credit course is taught as overload, the regular overload rates will apply.

When a faculty member is selected by the Executive Director of Economic Development to teach an Economic Development non-credit course, the faculty member will be offered a supplemental activity contract and will be paid at a mutually agreed upon rate.

8.21 - Graduation

Each full-time faculty member shall participate in the College graduation exercises unless on an approved leave, has a regularly scheduled College class, or is excused in advance in writing by the Dean, or in the Dean's absence, by the Campus President. The Administration shall provide graduation regalia at no expense to the faculty member.

8.22 - Salary Checks

- A. Upon request, the College will endeavor to mail salary checks to the faculty member's bank or home. If no such request is made, salary checks will be sent to the faculty member's campus. The faculty member shall receive his annual contract pay in twenty-six(26) equal biweekly installments beginning with the pay period/pay date immediately following the last pay period of the previous contract year, or at the faculty member's option, he may elect to receive his annual contract pay in twenty-two (22) equal biweekly installments beginning with the pay period/pay date immediately following the last pay period of the previous contract year by submitting to his supervisor the Faculty Pay Option form on the first day of the Fall Term each year.
- B. Overload compensation shall be paid in seven (7) installments for any major term, the first installment being paid no later than six pay periods before the first pay day which occurs five (5) or more working days after the end of that term. Overload compensation shall be paid in two (2) installments for any summer term, the first installment being paid no later than

one pay period before the first pay day which occurs five (5) or more working days after the end of that term.

8.23 - Classroom Adjustments

In the event that the heating or cooling system malfunctions or other adverse conditions exist at any work location which seriously impair the learning climate, a faculty member may temporarily relocate the class. If relocating the class is not feasible, dismissal of a class requires prior authorization by the immediate administrator.

8.24 - Textbook Selection

Textbooks for those courses for which there are two (2) or more sections on a campus are selected for a minimum of two (2) years by a campus committee as specified in Article 6.2, Academic Freedom, except as follows:

A. Custom Texts

A faculty member who wishes to select a custom-bound textbook may do so provided the following conditions are met:

1. The custom text is less expensive than the campus committee's selection.
2. The text covers the cluster-approved course objectives.
3. The course is regularly taught by the faculty member(s).
4. The maximum number of custom texts allowed for a single campus course is three (3).
5. When a custom text is selected by a faculty member, it will replace the committee selected text(s) and any supplemental text(s).
6. A custom text must be adopted for a minimum of two (2) years.

B. Off-Campus Sites

If a faculty member is notified of a teaching assignment at an instructional site that is not the Dale Mabry, Ybor, Brandon, or Plant City Campus, and the notice is given at least twenty-five (25) working days prior to the first class meeting, the faculty member will have the right to use the text selected on his/her home campus provided the faculty member notifies the dean of that site twenty (20) working days prior to the beginning of instruction. If a non-College off-campus site requests a specific text and the College approves, the faculty member will honor the agreement.

C. Special Approval Texts

A faculty member with special needs or one who is engaged in an experiment on a campus may request the Academic Dean to approve a text different from the committee selected text, provided the text covers the cluster approved course objectives.

D. Consumable (Workbook) Texts

Consumable (workbook) Texts may be selected by the appropriate campus textbook selection committee on a semester basis.

E. Texts for Long Distance Learning

1. If the College purchases a cluster-approved TV course offering package in which the text is an integral part of the total program, the faculty member will be required to use the text provided.
2. If the College purchases a cluster-approved TV course in which a text is not an integral part, the faculty member shall have the right to choose the text used.
3. If a faculty member creates the televised course, the faculty member shall have the right to choose the text used.

When circumstances occur that warrant a committee reconsideration of a textbook selection, the Dean with the Campus President's approval may make an exception to the minimum two-year requirement.

The Administration shall provide each faculty member with a complimentary copy of the textbook(s) selected for a course. The faculty member may keep the textbook(s) or return it (them) to his/her immediate Administrative Supervisor. Each faculty member in a particular discipline may participate in the selection committee for textbooks.

8.25 - Supplies

The Board agrees to provide each full-time faculty member with adequate materials and supplies required to fulfill his College responsibilities. A faculty member will request materials and supplies from his immediate Administrative Supervisor. Decisions on granting such requests will be made by the Administrative Supervisor in the best interests of the educational process.

8.26 - Union Representation

A faculty member who reasonably expects that disciplinary action may result from a meeting with an administrator has the right, upon request, to Union representation during the meeting. The expectation of disciplinary action shall not be grounds for non-attendance at a meeting with the Administration.

ARTICLE 9**EVALUATION OF FACULTY****9.1 - Administrative Evaluation of Faculty**

The parties recognize the importance and value of the evaluation process for assisting the progress and success of both newly employed and experienced faculty. The evaluation of faculty shall be the responsibility of the Administration and the evaluation process shall consist of formal observations, written evaluation, evaluation conferences and possible faculty response. The purpose of the evaluation process is to (1) promote the highest quality student instruction, (2) encourage the highest quality performance by faculty, (3) encourage professional growth, and (4) evaluate faculty job performance. The Administration shall not assign the evaluation of faculty members to Program Managers and/or department chairs who are active members of the Bargaining Unit.

9.2 - Formal Observations

An immediate supervisor may conduct a formal observation of a faculty member during a major term without providing notice in advance to the faculty member; however, the Administration shall ensure that no formal observation of a faculty member shall be conducted covertly. The observation must be at least one contact hour in duration.

9.3 - Pre-Evaluation Conference

The non-tenured faculty member, and upon request, the tenured faculty member, will meet at a pre-evaluation conference with his/her immediate Administrative Supervisor prior to the first evaluation during an academic year to review the objectives, methods and materials being used in the formal observation and evaluation of the faculty member's performance.

9.4 - Written Evaluation

The faculty member's immediate Administrative Supervisor shall formally evaluate the faculty member's performance of the responsibilities as a faculty member, as a member of the College Community and the primary and other responsibilities on the Faculty Performance Evaluation Review prescribed by this Agreement on the Faculty Evaluation Performance Review form, which is included in Appendix B or C. The Instructional Faculty Evaluation Performance Review form (Appendix B) or the Librarians and Counselors Evaluation Performance Review Form (Appendix C) is the only official instrument for faculty evaluation.

For all non-tenured faculty, the first evaluation of a faculty member shall occur within the first ten weeks of the Fall Term of an academic year. A second evaluation of the faculty member shall occur within the first six weeks of the Spring Term of an academic year. Each non-tenured faculty member will be evaluated once each Fall and Spring term. The completed written evaluation must be returned to the non-tenured faculty member by the 13th week of the term.

For tenured faculty, a formal evaluation will take place at least once every year during a major term. The formal evaluation may be waived by mutual written consent of the immediate Administrative Supervisor and the faculty member, in which case, the evaluation is satisfactory. The completed written evaluation will be returned to the faculty member within ten weeks of the observation.

Failure of an immediate Administrative Supervisor to evaluate a faculty member as required by this contract shall be conclusive proof that the faculty member's performance is considered satisfactory.

The Administration will identify, where appropriate, any deficiencies and provide suggestions or otherwise assist the faculty member with any necessary correction or remediation. A second or third evaluation of a faculty member will be at the discretion of the faculty member's immediate Administrative Supervisor or at the request of the faculty member and in accordance with the requirements outlined in this Article.

In completing the Faculty Evaluation Performance Review form, the faculty member's immediate Administrative Supervisor shall complete the appropriate sections of the form to ensure the following:

- A. The notification of the faculty member if deficiencies exist that require correction;
- B. An explanation of any deficiencies noted and the expected improvement;
- C. If deficiencies are noted, the assistance that the Administration will provide to enable the faculty member to improve performance; and
- D. The time-frame established to demonstrate improvements.

9.5 - Post Evaluation Conference

The faculty member's immediate Administrative Supervisor will provide the faculty member with a copy of the completed Faculty Evaluation Performance Review form and shall meet with the faculty member at a post-evaluation conference. The Faculty Evaluation Performance Review form and any addenda shall be signed by both the faculty member and his immediate Administrative Supervisor. The faculty member's signature shall not necessarily mean agreement with the evaluation but awareness of the content of the Faculty Evaluation Performance Review form.

9.6 - Faculty Response

A faculty member who considers the Faculty Evaluation Performance Review form to be incomplete, inaccurate or unjust shall have the right to attach a written response to the Faculty Evaluation Performance Review form within fourteen (14) working days of the Post Evaluation Conference. The faculty member's immediate Administrative Supervisor shall sign the faculty member's written response to his Faculty Evaluation Performance Review form, which shall indicate awareness of the contents of the faculty member's written response. The Administration shall take

no action against a faculty member for including a written response to the evaluation or complaining of a contract violation in the evaluation process.

9.7 - Personnel File

The faculty member's completed Faculty Evaluation Performance Review form and written response, if any, shall be filed in the Employee's Limited Access Personnel file.

9.8 - Appeal of an Evaluation

A faculty member who disagrees with the factual contents of the Faculty Evaluation Performance Review form or who claims the administrator failed to follow the evaluation procedures shall have the right to file a grievance at Step 1 of the grievance procedure as outlined in Article 11 of this Agreement. If the grievance relates to the factual content of the evaluation, the burden of proof will be upon the grievant to demonstrate by clear and convincing evidence that the factual content of the evaluation is wrong.

9.9 - Union Representation at Evaluation

A faculty member shall have the right to have a Union representative present at the post-evaluation conference or when the faculty member is being placed on formal notice of delinquency in his professional performance.

9.10 - Student Evaluation of Instructional Faculty

Students shall complete a formal Student Evaluation Questionnaire for Instructional Faculty Members on the Student Evaluation Questionnaire in Appendix E, or on any mutually agreed upon replacement questionnaire, at approximately the midpoint of a course, laboratory, or clinical of the faculty member's choice. The employee conducting the evaluation will obtain, distribute and collect the evaluation questionnaires. This questionnaire is to be utilized by the faculty member for improvements in his performance and in the course. The immediate Administrative Supervisor may elect to review and discuss recent student evaluations with the faculty member. The student evaluation questionnaire will be returned to the faculty member after grades are submitted, and no copies will be filed in the faculty member's personnel file.

Beginning with the third academic year of the contract, results of the student evaluations performed on or after the beginning of the second academic year under this contract may be used by the faculty member's immediate Administrative Supervisor in conducting and preparing the Instructional Faculty Evaluation Performance Review (Appendix B). Items 11 through 28, or any mutually agreed upon revisions of these items, will be considered on the Student Evaluation Form currently in use. If 30% or more, rounded up or down to the next whole number, of the responses to any single question(s) on the form are marked "no" in any two out of three consecutive terms in which student evaluations are conducted in the faculty member's class, the Administrative Supervisor conducting the faculty member's evaluation may use such responses under "Other Supervisory Comments" in the evaluation. The Administrative Supervisor may also write positive comments on

the Faculty Evaluation Performance Review in the “Other Supervisory Comments” section based on student evaluations.

ARTICLE 10

REDUCTION-IN-FORCE

10.1 - Reduction-in-Force (RIF)

If, in the opinion of the District Board of Trustees, a reduction in force among all bargaining unit personnel, or within one or more disciplines is necessary, the procedures to be followed are set forth in Section 10.2 of this Article.

10.2 - Reduction-in-Force Procedure

- A. For a reduction-in-force, the Board agrees that College employees will be reduced in force on an equitable basis as determined solely by the Board.
- B. The Administration shall not terminate a full-time faculty member if there are part-time faculty employed or overload assignments in a discipline where the full-time faculty member is qualified to serve.

If a reduction-in-force is necessary, faculty throughout the College in a discipline will be let go in the following order:

- 1. All adjunct/part-time faculty;
 - 2. All temporary full-time faculty;
 - 3. All non-tenured faculty;
 - 4. All faculty with 2 consecutive unsatisfactory evaluations;
 - 5. All faculty with 2 consecutive evaluations stating improvement needed;
 - 6. Tenured faculty with satisfactory evaluations.
- C. The reduction-in-force will be implemented in accordance with the reduction-in-force point system which takes into consideration a faculty member's educational qualifications, efficiency, compatibility, character and capacity to meet the educational needs of the community as required by the laws of Florida. The following reduction-in-force point system will determine a faculty member's accumulated points on the proposed date of implementing a reduction-in-force:
- 1. A doctorate degree will equal four (4) points;

A master's degree plus 30 credit hours in a discipline will equal three (3) points;

A master's degree will equal two (2) points; and

A bachelor's degree will equal one (1) point.

The number of points earned for the highest degree earned by a faculty member will be multiplied by 25% to equal "A."

2. The number of years accumulated at the College as a full-time faculty member, including years on Board approved leave of absence, will be multiplied by 40% to equal "B."
3. The number of years of allowable experience at the time of employment at the College will be either multiplied by one (1) for a faculty member with a continuing contract, or multiplied by zero (0) for a faculty member with an annual contract. The total number will then be multiplied by 35% to equal "C."

The total number of points for each faculty member in the reduction-in-force point system will be determined as follows:

$100 \times (A + B + C) =$ number of reduction-in-force points to be assigned to a faculty member.

POINT CALCULATION FORMULA CHART

Points are accumulated as follows:

- | | | |
|--|---|-----------|
| 1. Doctorate | 4 | |
| Master's + 30 | 3 | |
| Master's | 2 | X 25% = A |
| Bachelor's | 1 | |
| | | |
| 2. Number of years at the College as a full-time faculty member | | X 40% = B |
| | | |
| 3. Number of years of allowable experience at time of College employment | | |
| X 1 for Continuing Contract | | |
| X 0 for Annual Contract | | X 35% = C |

$100 \times (A + B + C) =$ Number of points accumulated.

- D. The reduction-in-force point system shall be applicable only to full-time faculty members.

- E. If a reduction-in-force is implemented, faculty within the discipline in each of the categories specified in paragraph B above who have the greater number of points as determined by the reduction-in-force point system shall be retained over other faculty with fewer reduction-in-force points within the same category.
- F. The number of faculty affected by a reduction-in-force shall not exceed the number of positions to be eliminated under a reduction-in-force.
- G. Each full-time faculty member who may be affected by a reduction-in-force will be warned in writing by April 1 that his contract may not be funded the following academic year. Definite notification of such RIF will be given the faculty member in writing by the end of the Spring Term.
- H. The faculty members returning after a reduction-in-force shall receive contracts for positions in a reverse order as determined by the reduction-in-force point system, with those faculty members with more reduction-in-force points returning prior to those faculty with fewer reduction-in-force points in the same discipline.
- I. A faculty member who has been terminated due to a reduction-in-force shall have the right to recall for the position under the terms of this Agreement. For a period of three (3) years from effective date of layoff until the recall provisions of this article have first been utilized, the Administration shall not hire a new faculty member for a position that could be filled by a qualified faculty member whose position was terminated by a reduction-in-force.
- J. The Administration shall reinstate all credits, status and benefits under the terms of this Agreement to a faculty member who is reinstated following recall.

ARTICLE 11

GRIEVANCE AND ARBITRATION

11.1 - Grievance

- A. Purpose of the Grievance Procedure - The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the Administration shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.
- B. Definitions for the Grievance Procedure - The following definitions will be used for the grievance procedure in Article 11 of this Agreement:
1. **Grievance** - an alleged violation or dispute involving the interpretation or application of the terms of this Agreement.
 2. **Aggrieved or Grievant** - any faculty member, group of faculty members or the Union that files a grievance as defined in this article.
 3. **Faculty Member** - any member of the Union or bargaining unit.
 4. **Days, Work Days or Working Days** - as used in this Article, except where the term "calendar days" is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board approved College calendar.
 5. **Respondent** - The College, or the appropriate Administrative official.
- C. Grievance Procedure - The Union has the right to represent the faculty member and be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

A faculty member will have forty-five (45) days from the date when the faculty member has (or, for Class grievances, the Union has) or with the exercise of reasonable diligence the faculty member (or the Union) should have had knowledge of the facts giving rise to the grievance to initiate the written grievance at Step 2 (Step 3 for class action grievances). Failure to initiate the grievance within the time frame specified will mean that the grievance cannot be processed. If the faculty member, Union and the Administration are unable to resolve a complaint through informal discussions, the faculty member will notify the Union of his/her intent to initiate the formal grievance procedure at Step 1.

Step 1 - Notice to Respondent. A grievant shall first discuss the grievance with the respondent, either directly or through the Union's designated representative, with the objective of resolving the matter.

Step 2 - Written Grievance to Respondent. If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no disposition within five (5) days after the discussion in Step 1, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Director of Human Resources. Within five (5) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Director of Human Resources.

Step 3 - Individual/Class Action Grievance.

- a. Individual - If the grievance is not settled at Step 2, or if there is no disposition within five (5) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent's immediate Administrative Supervisor, with a copy to the Union and the Director of Human Resources. Within five (5) days after receiving the Step 3 written grievance, the respondent's immediate Administrative Supervisor shall meet with the grievant and/or the Association's designated representative, with the objective of resolving the matter. Within five (5) days after the meeting, the respondent's immediate Administrative Supervisor shall submit a written decision to the grievant, with a copy to the Association and the Director of Human Resources.
- b. Class Action - If the Union determines a class action grievance may be warranted, a fact-finding meeting with the Director of Human Resources will be held within ten (10) days of a written request from the Union. The written request must be made within the forty-five (45) day time period set forth in Section C above. The administration will give a written response within twenty (20) days from the date of the meeting. The Union has twenty-one (21) days from the date the written response is received or, if not received, was due, to file a class action grievance, provided that the class grievance must be filed not later than the forty-five (45) day limitation set forth in the second paragraph under paragraph C, "Grievance Procedure". All class action grievances will be filed at Step 3 with the Union as the grievant (or aggrieved person) and the Director of Human Resources as the respondent. Within five (5) days after receiving the Step 3 written class action grievance, the respondent shall schedule a meeting within the next ten (10) days with the Union's designated representative(s), with the objective of resolving the matter. Within ten (10) days after the meeting, the respondent shall submit a written decision to the Union representative.

Step 4 - Written Appeal to the College President. If the aggrieved person (or Union, if it is a Class grievance) is not satisfied by the Step 3 disposition or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union

file, and the Union may file a written appeal, with the College President or designee (with a copy to the Director of Human Resources) by the tenth (10th) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President or designee will meet with the aggrieved person and the Union's designated representative(s), with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's Grievance Chairperson, with a copy to the Director of Human Resources.

If the grievance as defined herein is a direct result of Board actions, the Union may proceed directly to arbitration.

Step 5 - Arbitration.

- a. Appeal to Arbitration - Any grievance as defined in Article 11 of this Agreement that has been properly processed in a timely manner through the grievance procedure set forth in this Article and that has not been settled at the conclusion of Step 4 may be appealed to arbitration by the Union with written notice of its intent to appeal. Failure to appeal a grievance to arbitration within ten (10) days after receipt of the written answer from the Administration at Step 4 of the grievance procedure set forth in this article of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Administration at Step 4 of the grievance procedure shall be final and binding on the aggrieved employee, the Union and the Administration.
- b. Stipulation and Selection of Arbitration - Within ten (10) days following the Step 4 disposition of the grievance by the College President in this Article, the Union must submit to the Director of Human Resources a written notice of intent to appeal the grievance to arbitration. Prior to arbitration, the Union will meet with the College President or designee to stipulate those issues upon which the parties can agree. Not later than ten (10) calendar days after the Union serves the Administration with written notice of intent to appeal a grievance to arbitration, the Union shall request the American Arbitration Association (AAA) to furnish to the Administration and the Union a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Administration and the Union, the Administration and the Union shall alternately strike names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator whose name remains shall hear the grievance. It will be the responsibility of the Association to inform AAA of the name of the arbitrator selected.
- c. Hearing Before the Arbitrator - The arbitrator shall arrange for any hearing he/she deems necessary as soon as practical after the arbitrator is notified of his selection. The arbitrator shall render a decision in writing by the thirtieth (30th) calendar day

after the close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs.

- d. Arbitrator's Jurisdiction - The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Administration. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Administration, unless either party contests it before a court of competent jurisdiction as permitted by state law.
- e. Fees and Expenses of Arbitration - The Board and the Union shall each pay one-half (1/2) of the total cost of all arbitrator charges incurred in the arbitration process. However, expenses for witnesses who are not a party to the grievance shall be borne by the party that calls them and any recording costs will be borne by the requesting party(ies). If a transcript is required by the arbitrator, the parties shall split the cost. Copies of the transcript may only be obtained through the Court Reporter. If the transcript is obtained under the Public Records Act, the requesting party agrees to pay the Court Reporter an amount equal to the cost of the transcript.

D. Written Presentations - The written grievance in the grievance procedure shall set forth the following on the Grievance Form A:

1. the facts giving rise to the grievance;
2. the article(s) of the Agreement allegedly violated by the respondent;
3. the name(s) of the aggrieved employee(s) unless the grievance is filed as a class action;
4. the remedy sought; and
5. the aggrieved person's signature or the signature of the designated Union representative.

If the Union and the Administration do not agree on a statement of the issue to be heard by the arbitrator under Step 5(b), the issue will be as set forth in this Section D.

E. Time Limitations - The time limitations set forth in this Article shall be followed by the Administration and the Union. Failure of the Administration to adhere to the time limitations specified at each step will result in the grievance automatically proceeding to the

next step. Failure of the Union or aggrieved person to adhere to the time limitations specified at each step will prevent the grievance from being processed to the next step. Moreover, the grievance shall be considered terminated by both the Administration and the Union, with no further appeal being permitted. However, the time limitations in this Article may be adjusted by mutual written agreement between the Union Grievance Chairperson and the Director of Human Resources. The time limitations will be suspended on Board approved College holidays and faculty break periods.

- F. Recognition of Union Representatives - The Administration shall recognize the Grievance Chairperson or his designee as the Union representative for grievances. The Union will advise the Director of Human Resources of the name of the grievance chair-person and any changes.
- G. Settlement, Withdrawal or Disposition of Grievance - Any settlement, withdrawal or disposition of a grievance at any step below arbitration in the grievance procedure shall not constitute a binding precedent for a similar grievance.
- H. Documentation – The Union, the aggrieved employee and the Administration shall provide copies to the other parties of all transcripts (other than the transcript of the arbitration hearing), documents and correspondence relevant to the grievance as they become available. Either party may request information from the other party. If either party refuses to divulge any requested information or knowledge related to the grievance that they may have, the refusing party may not offer that information as evidence and, if offered, such evidence will be rejected by the arbitrator.
- I. Reprisals - The Administration shall make no reprisals against employees through action or omission because of their involvement in a grievance procedure.
- J. Class Action - The Union shall have the right to initiate a class action grievance, which is a grievance filed by the Union on behalf of faculty and/or to enforce the provisions of the Agreement, which shall be based on each of the following criteria:
 - 1. the grievance must affect and raise complaints common to the class;
 - 2. due to the number of faculty affected by the grievance, it would be impractical to file individual grievances; and
 - 3. the Union can fairly and adequately protect the interests of the aggrieved faculty and/or enforce the Agreement by filing a class action grievance.

The Union Grievance Chairperson may file a class action grievance with the Director of Human Resources which shall be deemed a Step 3 grievance.

- K. This grievance procedure cannot be used by the FUSA or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract, or to dispute a decision by the College not to award a continuing contract to a unit employee,

except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Contract.

- L. If a continuing contract faculty member is suspended, returned to annual contract, or terminated, and the faculty member chooses to appeal the decision under the State Board of Education Rules 6A-14.0411(4), the election of that procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension, return to annual contract or termination under this Article. If the continuing contract faculty member chooses to process the issue of suspension, return to annual contract or termination under Step 5 of this Article, the continuing contract faculty member's choice will be considered an election of remedies consistent with F.A.C. § 6A-14.0411(4) and an appeal cannot be processed under the Florida Administrative Code and Florida Statute Section 120. Nothing in this paragraph will be interpreted to extend the time a faculty member has to file a petition or appeal of such adverse action under the Florida Administrative Code.

ARTICLE 12

LEAVES OF ABSENCE

12.1 - Sick Leave

Each full-time faculty member shall earn sick leave based on his/her contract as follows:

Basic Year Contract	10 days per year
College Year Contract	12 days per year
Twelve Month Contract	12 days per year

Each full-time faculty member shall begin to earn sick days on the first day of employment or on the first day of the contract year.

- A. A faculty member may request sick leave due to either personal illness or injury or the illness, injury or death of an immediate family member or a member of the faculty member's household. If circumstances permit, a faculty member will consider teaching responsibilities before scheduling elective surgery.
- B. The faculty member will submit a request for sick leave form to his immediate Administrative Supervisor prior to or immediately upon return to work.
- C. A written doctor's certification of illness or injury may be required for sick leave absence in excess of five (5) consecutive days or when excessive absences cause disruption of the educational process. The College at its own expense may require a second medical opinion. If required, an appointment will be scheduled at a mutually agreed upon time.
- D. Sick leave days will be cumulative from one year to the next.
- E. Each full-time faculty member will be credited with nine (9) days of sick leave on the first day of employment of the first contract year with the College. If a faculty member terminates employment prior to earning the sick leave that has been used, the Board shall reduce the final paycheck by the total amount of unearned sick leave that has been paid to the faculty member.
- F. Sick Leave Deductions will be determined in accordance with the following guidelines:
 - 1. For an instructional faculty member, one (1) full day of sick leave will be deducted when none of an instructional faculty member's scheduled duties are performed while on an approved sick/personal leave.

If a portion of the scheduled duties are performed when an instructional faculty member is on an approved sick/personal leave, the deducted leave time will be prorated as follows:

The total number of minutes of scheduled activity not performed in a day divided by the faculty member's total number of minutes of scheduled activity for that day equals the fraction of one (1) day's leave that will be deducted from a faculty member's sick leave.

450 minutes = The number of minutes in a work day.

The fraction of one (1) day's leave x 450 minutes = deducted time.

2. For a counseling or library faculty member, the actual number of minutes of leave will be deducted for a counselor/librarian on an approved sick/personal leave.
 3. Five (5) days of accrued sick leave will be deducted when a faculty member is absent for a full work week.
- G. When an illness or disability extends beyond the accrued sick leave, the faculty member may request to utilize any accrued vacation leave or personal leave of absence without pay. The Campus President and the College President must approve a personal leave of absence without pay for an illness or disability that extends beyond ten (10) consecutive days. When the personal leave of absence without pay extends beyond thirty-one (31) days, the Board of Trustees must approve the leave. A doctor's certification may be required to substantiate the extended leave period. Where applicable, the provisions of Section 12.12, Family Medical Leave Act Leave, will apply.
- H. The College shall include the faculty member's accrued sick leave total on the payroll check stub which shall be available on a biweekly basis.
- I. A faculty member who is directly employed by the College following a period of satisfactory service with another Florida public educational system may transfer any accrued sick leave credit to the College, provided at least one-half (½) of the faculty member's total accrued sick leave at any time must be earned at the College.
- J. Days used for sick leave, personal leave or days donated to the Sick Leave Pool will be deducted on a "last-earned, first-used" basis. All sick leave days accumulated prior to August 20, 1998 and not used subsequently, will be available for reimbursement under the maximum allowed by law as of August 20, 1998, based on years of service and daily rate of pay as of August 20, 1998.

12.2 - Injury/Illness In-The-Line-Of-Duty-Leave.

A faculty member may receive an injury/illness in-the-line- of-duty-leave with compensation for up to twelve (12) work days in one calendar year, which shall include any Board-approved College holiday for which the faculty member would be paid if on duty. Notification and claim for compensation and payment shall be in accordance with the laws of the State of Florida and filed by the end of the pay period in which such absence occurred. The faculty member shall receive his daily rate of pay for an injury/illness in-the-line-of-duty-leave.

- A. The faculty member shall be required to notify his immediate Administrative Supervisor, the Office of Safety and Security, or the Campus President regarding an injury or illness.
- B. The Campus President or the College President may require a certificate from either a licensed physician or a county health officer for an injury or illness in-the-line-of-duty. The Board shall approve a claim and authorize payment for the claim following a determination that the claim is legitimate and in accordance with the provisions of this Agreement. Total compensation paid shall not exceed the faculty member's normal rate of compensation.
- C. The faculty member will report any work-related injury to Campus Safety and Security and to the faculty member's immediate supervisor as soon as possible after the injury.

12.3 - Personal Leave

The Board shall authorize faculty members to be absent for four (4) work days each contractual year with compensation for personal reasons. The personal leave of absence days shall not be cumulative from one contractual year to the next. A personal leave of absence shall be deducted from a faculty member's accrued sick leave days.

12.4 - Administrative Leave for Court Purposes

- A. A faculty member who is required to serve jury duty or who receives a subpoena will be granted an administrative leave with pay for court purposes.
- B. The faculty member will submit a request for administrative leave for court purposes indicated on the leave of absence form. The faculty member's immediate Administrative Supervisor and the Campus President will approve the form.
- C. The College will not reimburse a faculty member for meals, lodging, or travel expenses incurred while serving as a juror or as a witness.
- D. Witness fees will be retained by the faculty member. However, to receive expert witness fees or consulting fees from a court appearance, the faculty member must submit a leave of absence form to request to use accrued vacation leave or personal leave.
- E. A faculty member who is a party in a non-College related lawsuit may not request administrative leave for court purposes. However, the faculty member may request vacation leave or personal leave.
- F. A faculty member who is a party or a witness in a lawsuit due to his College position will submit a leave of absence form. Any court related fees earned by the faculty member shall be retained by the faculty member.

12.5 - Vacation Leave

A faculty member shall not earn vacation leave. However, a faculty member who is reassigned to administrative duties and is on a leave from his professional duties as a faculty member shall earn vacation leave as an administrator in accordance with the administrative rules and procedures.

12.6 - Temporary Duty Leave

Temporary duty leave may be granted by the College President for a faculty member to perform other educational services as assigned by the College President. A temporary duty leave shall grant a faculty member leave from his professional duties as a faculty member. The faculty member shall continue to receive his regular compensation and expenses at the maximum rate allowed by the laws of the State of Florida. The faculty member shall not be assigned temporary duty leave to improve his rank or to renew a certificate.

12.7 - Sabbatical Leave

A full-time faculty member with a continuing contract (tenure) will be eligible for a Sabbatical Leave for professional development after completing six (6) years of continuous full-time service with the College. An application may be submitted as early as the sixth (6th) year of continuous service since initial employment or as early as the sixth (6th) year since the faculty member was on Sabbatical Leave. A faculty member who is granted a Sabbatical Leave shall not lose tenure.

- A. No more than six (6) full-time equivalent faculty members shall receive Sabbatical Leave for an academic year. Any unawarded leaves for an academic year shall not be cumulative from one year to the next.
- B. Any unpaid leave in excess of ninety (90) working days shall be considered a break in service for purposes of eligibility for a Sabbatical Leave.
- C. A faculty member receiving leave under this provision shall not be eligible for another Sabbatical Leave until he completes an additional six (6) years of continuous full-time service at the College. This provision will also apply when the length of the sabbatical is under one (1) year.
- D. A Sabbatical Leave may be granted for up to one (1) contractual year not to exceed the term of a College Year Contract, for either educational or travel related opportunities. However, if a request for Sabbatical Leave is approved, a faculty member may submit a request for an extended professional leave by March 15 of the Sabbatical Leave year to complete the educational purpose of the Sabbatical Leave. The request for an extended professional leave must be approved by the College President and the Board
- E. The Board shall compensate a faculty member on Sabbatical Leave with three-fourths (3/4) of his salary for a period of the leave, which shall be based on the faculty member's annual salary prorated for the period of the leave.

- F. Benefits while on leave will be provided by the Board as follows:
1. The Board shall continue to pay the College's proportion of the salary into the retirement program in effect for the period of the Sabbatical Leave.
 2. The Board shall continue to pay a faculty member's benefits for the period of the leave.
 3. The faculty member may maintain any health insurance in effect for his dependents during the period of the Sabbatical Leave. The faculty member shall make arrangements with the Administration prior to beginning his Sabbatical Leave for the faculty member's payment of any applicable portion of the contributions to the health insurance program.
 4. The faculty member shall not earn sick leave benefits while on a Sabbatical Leave.
- G. The procedures for requesting a Sabbatical Leave will be as follows:
1. To request a Sabbatical Leave, an eligible faculty member shall submit a request for consideration on the Sabbatical Leave Request Form to the appropriate academic dean, who will verify eligibility with the Director of Human Resources. A copy of the Sabbatical Leave Request Form will be submitted by the faculty member to the Campus President at the campus where he is assigned, prior to March 15 preceding the academic year when the leave is requested.
 2. The dean will submit the Sabbatical Leave Request Form to the Chairperson of the Faculty Sabbatical Leave Committee, who will convene the Sabbatical Leave Committee as set forth in Administrative Procedure 2.019 - Sabbatical Leave for Faculty Members.
 3. If the full allocations for a Sabbatical Leave in an academic year are not awarded or a cancellation occurs, the Administration shall consider late applications if the request is submitted at least ninety (90) days prior to the date anticipated for beginning the Sabbatical Leave.
 4. The faculty member's request will be reviewed in accordance with the Administrative Rules and Procedures.
 5. The request for a Sabbatical Leave shall be submitted on the College Sabbatical Leave form and will include either the name of the institution a faculty member plans to attend or the location(s) where the faculty member plans to travel, a description of the specific professional benefit anticipated, and the date when the applicant will return to the College to resume his work assignments.
- H. A faculty member shall return to employment at the College for at least one (1) year immediately following a Sabbatical Leave. Within four (4) weeks after returning from a Sabbatical Leave, the faculty member who has completed a Sabbatical Leave for educational

or travel purposes shall file a Sabbatical Leave activity report and, if applicable, a transcript of earned credit with both the College President and the Director of Human Resources. A faculty member who does not complete his proposed plan for the Sabbatical Leave or who fails to return to the College for a minimum of one year following the Sabbatical Leave or the other additional approved leave shall repay both the salary received and the cost of any benefits awarded by the College during the Sabbatical Leave period.

- I. If a faculty member is unable to follow his proposed plan for the Sabbatical Leave that was submitted to the College President and the Director of Human Resources and approved by the Board, the faculty member shall notify the College President and request that the Sabbatical Leave be amended or canceled. If the Sabbatical Leave is canceled by a faculty member, any compensation received or benefits awarded to the faculty member during the Sabbatical Leave period shall be repaid to the Board. If a faculty member cancels his Sabbatical Leave due to extenuating circumstances, the faculty member may apply for professional leave without pay or another leave as a replacement for the authorized Sabbatical Leave period.
- J. The Board shall have the right to discipline a faculty member who defrauds the College with his Sabbatical Leave.

12.8 - Professional Leave

A professional leave is a leave granted to a faculty member to engage in activities that will result in the faculty member's professional benefit or advancement, which shall include attending professional conferences, earning college credit or degrees, or which shall contribute to the profession of teaching or benefit the College. A professional leave shall generally be initiated by a faculty member primarily for his benefit and the benefit of the teaching profession and only incidentally for the benefit of the Board. A faculty member may request a professional leave with pay to attend a professional conference in accordance with the following guidelines:

- A. To request a professional leave, a faculty member shall complete a leave of absence form with the following information included as an attachment:
 1. the benefit available to the applicant,
 2. the contribution to the College, and
 3. the location of the activities.

A request for a professional leave of five (5) days or less is submitted to the immediate Administrative Supervisor and must be approved by the Campus President. A request for a professional leave in excess of five (5) days must be approved by the Campus President and College President.

- B. A professional leave may be with or without compensation. The College President may authorize compensation for professional leave for up to thirty-one (31) continuous days.

- C. For an extended professional leave in excess of thirty-one (31) consecutive days, the professional leave must be approved by the Board. The faculty member shall not receive compensation for an extended professional leave in excess of thirty-one (31) consecutive days.

To be eligible for an extended professional leave which shall not exceed one (1) year, a faculty member must have been at the College for a period of one (1) year with satisfactory performance.

- D. To request an extended professional leave, an eligible faculty member shall submit a written request to both the Campus President and the Director of Human Resources at least three (3) months prior to the start of the term during which the professional leave will begin. The written request shall include a description of the specific professional benefit, advancement, or contribution anticipated for the period of the extended professional leave. Following completion of the extended professional leave, the faculty member shall submit a written report to both the Campus President and the Director of Human Resources, describing in detail the professional benefit, advancement or contribution.
- E. The faculty member may be granted a professional leave to engage in an accreditation review, as requested by an accrediting agency. If a faculty member receives compensation for an accreditation review by an outside agency, he/she shall not also receive duplicate compensation from the College.

12.9 - Personal Leave without Pay

A faculty member may request a personal leave without pay for a period up to, but not exceeding one year. An extended personal leave of absence without pay in excess of thirty-one (31) consecutive days shall be subject to approval by the Board. A personal leave without pay may be utilized for the following purposes:

- A. A faculty member may request a personal leave without pay when an illness or injury extends beyond earned and accrued sick leave. The Administration may require a licensed physician's statement to substantiate the leave. Any leave granted under this paragraph will be subject to the provisions of Section 12.12, Family Medical Leave Act Leave.
- B. A faculty member may request a personal leave without pay to pursue a full-time educational program, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.
- C. A faculty member may request a personal leave without pay, after having used leave available under Section 12.12, for child rearing purposes, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.

- D. A faculty member may request a personal leave without pay when a faculty member's personal obligations require attention during assigned work hours for which no other leave listed in Article 12 of this Agreement will be appropriate, provided the faculty member's immediate Administrative Supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.

12.10 - Parental Leave

A faculty member may continue in active employment as late into her pregnancy as she may desire, provided she can fulfill all functions connected with and related to her professional responsibilities. A faculty member may utilize available sick leave benefits for child rearing purposes. Upon request and consistent with Section 12.12, Family Medical Leave Act, a faculty member shall be granted additional leave without pay if the faculty member exhausts accrued sick leave. Upon returning to duty, the faculty member shall receive the same employment benefits and position or an equivalent position as enjoyed immediately prior to taking a parental leave. A faculty member may request a personal leave without pay for child rearing purposes, in accordance with Section 12.9 (C) Personal Leave without Pay.

12.11 - Military Leave

A faculty member who is a commissioned reserve officer, a reserve enlistee in the United States Military or Naval Reserve, or a member of the National Guard will be entitled to a military leave of absence from his position for assigned training duties. For a faculty member assigned to active or inactive duty in the Military Reserve, Naval Reserve, or the National Guard who is required to engage in training activities, the following guidelines will apply:

- A. a faculty member will submit a copy of his orders to engage in military training activities to his supervisor by the next work day;
- B. a faculty member will receive his normal salary for the first seventeen (17) days of military leave each year; and
- C. a faculty member will not receive his normal salary for any military leave beyond seventeen (17) days each year.

A faculty member on military leave from the College will not lose accrued sick leave, and upon his return he will be awarded any salary increases he would have been granted had he not been on military leave.

A faculty member who voluntarily enlists with a branch of the United States Armed Services will receive a military leave for extended military services. Upon completion of his tour of duty, the faculty member will be reinstated to the same or an equivalent position, with at least the same salary. However, the faculty member must file an application for re-employment within one (1) year after the date of discharge or release from the armed services.

This type of military leave will not be counted as part of a faculty member's years of service towards a continuing contract, but may be counted as years of service for salary purposes.

12.12 - Family Medical Leave Act Leave

The faculty member's and the College's and Board's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. The Board Administrative Procedure applicable to faculty members will be the same as the procedure applicable to all non-represented administrative employees.

ARTICLE 13**HEALTH AND WELFARE BENEFITS****13.1 - Sick Leave Pool**

In accordance with the following provisions, a faculty member may elect to pool accrued sick leave for disbursement to any participating faculty member who needs sick leave time in excess of the amount of his accrued sick leave:

- A. The Sick Leave Pool Committee shall include five (5) faculty members appointed by the FUSA Council and at least one (1) non-voting administrator from the Office of Human Resources. The Sick Leave Pool Committee shall maintain adequate records which shall be maintained in the Office of Human Resources.
- B. The Sick Leave Pool Committee shall have the authority to administer and implement the Sick Leave Pool for faculty members in accordance with the provisions of Article 13 of this Agreement and the laws of the State of Florida. The decisions of the Sick Leave Pool Committee shall be final.
- C. A faculty member may participate in the Sick Leave Pool on a voluntary basis.
- D. A faculty member shall be eligible for participation in the Sick Leave Pool after one year of employment with the College, provided the faculty member has accrued a minimum of twelve (12) days of unused sick leave.
- E. Each day of sick leave that a faculty member contributes to the sick leave pool will be deducted from the contributing faculty member's accrued sick leave balance.
- F. Each participating faculty member shall make an equal contribution to the Sick Leave Pool.
- G. Each participating faculty member shall make an initial contribution of four (4) days of accrued sick leave to the Sick Leave Pool. No additional contributions to the Sick Leave Pool will be required unless a replenishment is needed for the Sick Leave Pool. If the number of days of accrued sick leave in the Sick Leave Pool is reduced to twenty-five (25) days, the Sick Leave Pool Committee shall assess all participants with the same number of days as is necessary to replenish the Sick Leave Pool to a minimum of two hundred (200) days. The Director of Human Resources will notify the Sick Leave Pool Committee if a participating faculty member chooses not to contribute or is unable to contribute the required number of days to the replenishment of the Sick Leave Pool.
- H. A faculty member shall have an opportunity to enroll as a member of the Sick Leave Pool during the annual enrollment period, which shall occur during the first sixty (60) calendar days of the Fall Term each year, and shall make the four-day contribution required by

paragraph (G) above, or such greater contribution in excess of the four (4) days to the same extent all other members are contributing in order to replenish the Sick Leave Pool. A faculty member is not eligible to join the Sick Leave Pool while on sick leave.

- I. To utilize sick leave from the Sick Leave Pool, a participating faculty member must use the sick leave for a personal illness, accident or injury.
- J. A participating faculty member shall be eligible to use sick leave from the Sick Leave Pool after his accrued sick leave and vacation leave have been depleted and the faculty member has used five (5) days of personal leave without pay for a personal illness or injury.
- K. Following review and approval by the Sick Leave Pool Committee, the maximum number of days that a participating faculty member may draw from the Sick Leave Pool shall be three increments of up to twenty-five (25) days each.
- L. A participating faculty member who uses sick leave from the Sick Leave Pool shall not be required to re-contribute the sick leave used, except for a replenishment as described in paragraph (G) above.
- M. If a participating faculty member elects no longer to participate in the Sick Leave Pool, the faculty member shall not be eligible to withdraw any sick leave days contributed to the Sick Leave Pool, nor be eligible to draw from the Sick Leave Pool in the future.

13.2 - Medical, Dental, Life and Long-Term Disability Insurance

- A. Periodically the College President appoints an Insurance Committee to review the medical, dental, life, and long-term disability insurance. The Committee makes recommendations to the College President concerning said insurance. The FUSA President shall appoint two members to the Insurance Committee.
- B. The Board agrees to pay the faculty member's premium cost for medical and dental insurance coverage with a responsible insurance carrier. A faculty member may enroll dependents in a College medical and dental insurance plan, by paying the premium negotiated with the insurance company for dependent coverage.
- C. The Board shall continue to allow any retired employee with dependents the option of remaining in the group insurance program at no cost to the Board.
- D. The Board agrees to pay the premium costs for life insurance with a responsible insurance carrier equivalent to the basic salary for each faculty member. The faculty member may purchase optional life insurance coverage at the maximum amount allowed by the plan by paying the additional premium cost and adhering to the terms and conditions of the life insurance plan.

- E. The Administration agrees to provide a long-term disability plan, at no cost to the faculty member, with a responsible insurance carrier. The faculty member must adhere to the terms and conditions of the long-term disability plan.
- F. Coverage of a faculty member under the Board-approved insurance programs shall commence and terminate in accordance with the terms and conditions of the insurance programs.

13.3 - Employee Assistance Plans

The Board will continue to provide an employee assistance plan (“EAP”) and will annually host a health fair at insurance open enrollment season. All current health insurance carriers will be invited to participate. The Board will continue to make a good faith effort to ensure a quality EAP and insurance coverage that will provide assistance to the employees for counseling and rehabilitation.

13.4 - Personal Retirement or Investment Programs

The Administration shall authorize payroll deductions for tax sheltered annuities, provided the investment program company is approved by the Board. The faculty member shall be limited to two cancellations of such deduction in a calendar year.

13.5 - Tuition Fee Waiver

The Board shall grant tuition fee waivers to the maximum extent allowed in accordance with the rules of the State Board of Education.

13.6 - Early Retirement

The Board reserves the right to terminate the current Early Retirement Plan retroactive to August 20, 1998. It is recognized that the Board may, at some future time, determine it is in the College’s best financial interest to offer another early retirement plan. It is recognized that a committee is currently reviewing early retirement. If the issue of a new early retirement program arises after the execution of this contract, a retirement committee, which will include one or more faculty members, will be formed to make recommendations to the President on early retirement.

13.7 - Continuance of Benefits

A faculty member on approved paid leave shall enjoy uninterrupted insurance benefits at the rates prevailing for the faculty member not on leave. In the case of approved unpaid leave, the faculty member may make arrangements with the College for payment of his current portion of insurance premium. The provisions of this Section are subject to Section 12.12, Family Medical Leave Act Leave.

13.8 - Insurance Contracts Govern

Insurance coverage and eligibility under this section shall be governed by the coverage provisions of the applicable insurance contract(s).

ARTICLE 14

ECONOMICS

14.1 - Initial Placement in Salary Range

- A. A faculty member shall meet the minimum qualifications established for a position which may include a Bachelor's degree, Master's degree, Master's plus thirty (30) semester hours or an earned Doctorate degree.
- B. Each faculty member shall be assigned to one of the following salary grades which will determine the individual's salary level:

Salary Grade

- Grade III
- Grade II
- Grade II+
- Grade I

The minimum criteria for each salary grade will be as follows:

- 1. Grade III - the faculty member shall have met criteria for a Bachelor's degree plus college faculty experience.
 - 2. Grade II - the faculty member shall have met criteria for a Master's degree with a minimum of eighteen (18) semester hours in the field.
 - 3. Grade II+ - the faculty member shall have met criteria for a Master's degree plus thirty (30) semester hours in his teaching field in excess of the Master's degree.
 - 4. Grade I - the faculty member shall have met criteria for a Doctorate degree in major field.
- C. A new faculty member may be paid up to 10% above the minimum of the salary grade for prior experience as hereinafter provided. The prior experience must be teaching/librarian/counselor experience at a regionally accredited community college, four-year college or university. The institution must be accredited at the time the applicant left that institution. The amount of pay above minimum shall be determined by the College President, provided entry pay cannot exceed 10% of the minimum for the salary grade under Section 14.2.
 - D. A new faculty member with credit relevant, directly related non-teaching experience in technical or vocational fields, in business, libraries, counseling, or in the Armed Forces may be paid up to 10% above the minimum for prior experience as defined hereinafter. Relevant, directly related non-teaching experience is defined as work experience at the journeyman,

technician engineer or trained employee level in the occupational field for which hired. The amount of pay above minimum shall be determined by the College President, provided that it cannot exceed 10% of the minimum for the salary grade under Section 14.2. The Administration will determine the credit to be received. Verification of work experience will require signed statements from former employers on business stationery. For the purpose of verifying self-employment, evidence may be submitted by a notarized affidavit from another individual(s) or firm familiar with the applicant and his work. Such individual(s) or firms should be in a position to verify the length and type of work experience.

- E. Under extraordinary circumstances, when qualified faculty members cannot be obtained because of the College's inability to match prevailing salaries in private industry, the College President may authorize additional compensation in each of the above grades.

14.2 - Salary Range

During the negotiations resulting in the 1998-2001 collective bargaining agreement, the parties set as a goal reaching internal equity and external equity at the 50th percentile based upon the Mercer Report. This goal was implemented by the wage adjustments that will occur during the first two years of this contract. It is recognized by the parties that internal and external equity was reached by the beginning of the second contract year by initially placing faculty members at the appropriate range penetration point and by increasing those who were below the predicted minimums or the actual minimums for the salary grade over a one or two year period, as necessary, to reach the appropriate salary. An alphabetical listing of bargaining unit faculty members as of September 30, 1998 (hereinafter referred to as "Reference Document") was supplied to FUSA. For the first and second year of this contract, each faculty member will receive the increase shown in Column "I" and be paid the amount shown in Column "n" on the Reference Document. In the second year, each faculty member, other than those shown as receiving a \$1320 increase, will receive the increase under Column "p" and paid the amount under Column "r". The second year increase will be effective the beginning of the 1999-2000 academic year.

For the third contract year, faculty members will receive a 3% increase as shown on the Reference Document. The only known exceptions to the above actual pay for the second and third contract year are:

1. the calculation of the 3% for the second contract year as set forth above;
2. any change in rank occurring during the term of this contract; or
3. a change in the type of contract held, i.e., Basic Year, College Year or Twelve Month.

Except as noted above, the current salary, degree, hire date, years of service, increases and actual salaries for the first, second and third year shown on the Reference Document are conclusively presumed to be correct. The increases for each year will be effective with the date the faculty member returns for the Fall Term of each contract year.

A. Salary Grades

A faculty member shall be assigned to the appropriate salary grade based on Section 14.1. The faculty salary range, beginning with the commencement of the Fall Term in each contract year, is as follows:

FACULTY SALARY RANGE

1998-1999

<u>SALARY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
III	See paragraph below	\$53,178
II		\$56,576
II+		\$60,315
I		\$64,052

For the first contract year (1998-1999), the minimum in each salary grade is the least amount paid to a faculty member in each respective grade as shown under Column “n”, on the Reference Document.

FACULTY SALARY RANGE

1999-2001

<u>SALARY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
III	\$31,300	\$53,178
II	\$33,300	\$56,576
II+	\$35,500	\$60,315
I	\$37,700	\$64,052

B. Pay In Excess of Maximum

It is recognized that individual faculty members, as a result of receiving the minimum second year increase or the 3% third year increase, may exceed the maximum of the Salary Grade set forth above.

14.3 - Promotions

- A. Criteria - For the term of this Agreement, a faculty member who meets the minimum qualifications approved by the Board and who meets the following criteria shall be promoted to a higher salary grade:

1. The faculty member must obtain the specified number of identified college credits from an accredited college or university.
2. For an instructional faculty member, the credits must be earned in those areas in which a faculty member is qualified to teach or in those areas directly related to or which enhance classroom instruction.
3. For a librarian or counselor faculty member, the credits must be directly related to the faculty member's field.

It shall be the responsibility of the faculty member to notify the Administration regarding the earning of additional credits.

- B. Master's + 30 Graduate Credits - A Master's + 30 pay grade will be awarded to a faculty member who has earned at least thirty (30) semester hours of upper division or graduate credits in his field or in those areas directly related to or which enhance classroom instruction since the date of conferral of the first Master's degree. No faculty member shall be granted retroactive pay for credits towards an earned Master's + 30. Master's + 30 status granted prior to ratification of this Agreement will remain in effect.
- C. Compensation for Promotion - A faculty member shall receive compensation for a promotion to a higher salary grade. For promotion purposes only, the new salary will be based on the range penetration of the faculty members as of September 30, 1998. The faculty member will be placed in the higher appropriate salary grade at the predicted salary as of September 30, 1998 based on range penetration points, plus, if applicable, depending upon date of promotion, the minimum increase given to faculty members who were at or above their predicted salary for each contract year. For example, if a faculty member with eleven (11) years range penetration who currently holds a Master's degree was to qualify under this Section for Master's plus 30 (Salary Grade II to Salary Grade II+), the faculty member would be paid as follows:

$$\begin{aligned} \$35,500 \times (11 \text{ years} \times 2.33) &= \$9,098.65 \\ \$35,500 + 9,098.65 &= \$44,598.65 \end{aligned}$$

If the promotion occurs during the second or third year of this contract, the employee would also receive the minimum contractual increase for those years. No employee, as a result of a promotion, will receive less under this contract than the employee would have received had he/she not been promoted.

This salary increase and the promotion to a higher salary grade shall be effective at the beginning of the next academic term in which a faculty member applied for a promotion presenting the documentation of the credits earned.

14.4 - Overload Compensation

- A. For an overload assignment awarded in accordance with Article 8, Sections 8.3, 8.4 and 8.5, a faculty member shall receive \$55 per overload point for teaching overloads.
- B. Library and Counseling Faculty Overloads - For a pre-approved non-instructional overload assignment, a faculty member shall receive either his daily rate of pay prorated for the number of additional hours of work or may elect compensatory time for the hours earned in excess of his contractual requirement.

If a faculty member elects to receive compensatory time off, the scheduling of the time taken shall be mutually agreed upon. If the faculty member does not use the compensatory time by the last day of the academic term when the compensatory time was earned, the faculty member will be paid for the unused compensatory time at the end of the academic term.

14.5 - Supplemental Activity Agreement

- A. Program Manager Compensation.

A faculty member will be compensated for performing the basic duties of a Program Manager per term as follows:

- a. Instructional Program Manager

1998-2001 30 points inload plus \$1,700
\$850 per summer session

At the discretion of the Dean, a second summer session contract of seven (7) weeks may be offered to the Program Manager.

- b. Librarian or Counselor Program Manager

1998-2001 7.5 hours release time from normal duties to perform the on-campus duties of Program Manager plus \$1,700

SUMMER SESSION

1998-2001 \$850 per summer session

At the discretion of the Dean, a second summer session contract of seven (7) weeks may be offered to the Program Manager.

B. Other Responsibilities

A faculty member may enter into a supplemental activity agreement with the Administration for services outside of his contractual duties for the College at a compensatory rate which is mutually agreed upon between the faculty member and the Administration.

14.6 - Substitute Teaching

In accordance with Article 8.7, for a substitute teaching assignment for up to and including two consecutive weeks, the faculty member shall be paid at the rate of twenty dollars (\$20) per contact hour. Compensation for a substitute teaching assignment in excess of two consecutive weeks shall be paid at the established instructional overload rate prorated over the number of class meetings and retroactive to the first day of substitution.

14.7 - Professional Conference

The College will encourage each faculty member to attend professional conferences. If a faculty member's request to attend a professional conference is approved, a faculty member will be reimbursed to the full extent allowed by the laws of the State of Florida for the expenses incurred.

14.8 - Effective Date of 1998-99 Academic Year Increases

Section 14.2 of this Article and the salaries set forth in the Reference Document will be effective on the first day of the 1998-1999 academic year.