BOARD OF TRUSTEES MEETING
Carver Administration Building (#2)
9:00 A.M. Board Room (Rm. #231)
Cocoa Campus

August 17, 2009
9:00 A.M.

AGENDA

I. CALL TO ORDER

A. Pledge of Allegiance
B. Approval of Agenda

II. APPROVAL OF OFFICIAL MINUTES OF PREVIOUS MEETING

A. Minutes – Board of Trustees Meeting – June 29, 2009*

III. PUBLIC COMMENTS

(Public comments will be limited to five minutes unless by prior approval of the Board Chair. Those wishing to make public comments must sign in with the Board Recorder before the meeting is called to order.)

IV. PRESENTATIONS

A. Proposed UFF-BCC Contract – Dr. Drake/UFF-Brevard Representatives

V. CONSENT AGENDA

A. Approval of Summary of Income and Expenditures – Mr. Richey
B. Approval of Capital Improvement Budget, FY 2009-10 – Mr. Richey
C. Approval of State Requirements for Facilities Inspection, FY 2008-2009 – Mr. Richey

VI. OLD BUSINESS

A. Disposition of Action Items from Previous Meetings – Dr. Drake

VII. NEW BUSINESS

A. Ratification of Proposed UFF-BCC Contract
B. Election of Officers of the Board of Trustees, 2009-10
C. Schedule of Board of Trustees Meetings, 2009-10

VIII. REPORT OF THE PRESIDENT

IX. ADJOURNMENT

* *Includes revisions of minutes of previous meeting.*

BREVARD COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
JUNE 29, 2009

MINUTES

PRESENT: Mr. James Theriac, Chair; Mrs. Alberta Wilson, Vice-Chair; Mr. Stephen Charpentier; Mr. Alan Landman; Mrs. Dixie Sansom; Dr. James A. Drake, Secretary.

I. CALL TO ORDER:

Mr. James Theriac, Chair, called the meeting to order at 9:00 a.m.

A. Pledge of Allegiance
Mr. Theriac opened the meeting with the recitation of the Pledge of Allegiance.

B. Introduction of Trustee Alan Landman
Mr. Theriac welcomed new trustee Alan Landman. At the Chair's invitation, Mr. Landman provided a brief summary of his professional and personal activities, and commented that he has been a resident of Brevard County since the early 1980s.

C. Recognition of Service of Trustee C.R. "Rick" McCotter III
Mr. Theriac noted that although Mr. McCotter was unable to attend this meeting, other arrangements will be initiated through the administration in order to present to Mr. McCotter a plaque commending his years of service to the BCC Board of Trustees.

D. Approval of Agenda
Under Item IV, Presentations, Mr. Theriac requested that Rep. John Tobia, who was attending the meeting voluntarily, be invited to address the Board and present an overview of the 2009 Legislative Session.

II. APPROVAL OF OFFICIAL MINUTES OF PREVIOUS MEETING – MAY 5, 2009 (Addendum)

Dr. Drake noted that the official minutes of the Board meeting of May 5, 2009 will be amended to reflect revisions to items E, G and H under "Consent Agenda." Mrs. Sansom suggested that at a future meeting the Board should discuss the prospect of local-bidder preferences such as a number of other governmental agencies are utilizing.

Ms. Sansom moved the approval of the minutes, as amended, of the Board of Trustees meeting of May 5, 2009. Mr. Charpentier seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman. Sansom; opposed: none. Motion approved unanimously.

III. PUBLIC COMMENTS:

None

IV. PRESENTATIONS

Rep. Tobia addressed the Board and provided a summary of legislative issues pertaining to postsecondary education, and in particular those pertaining to the missions and roles of the state's community colleges for ensuring affordable access to higher education for Florida residents. On the Board's behalf, Mr. Theriac commended Rep. Tobia for his commitment as a legislator to the enduring importance of Florida's community colleges. Mrs. Sansom pointed out that because members of the House of Representatives are only accorded six bill slots, the fact that Rep. Tobia has stated that he plans to dedicate two of his six bill slots to issues concerning Florida's community colleges is a testament to his commitment. Mrs. Sansom also commended Rep. Tobia for his contributions to the community colleges' caucus. Dr. Drake also thanked Rep. Tobia for his attendance and presence at the recent BCC commencement ceremonies.

V. CONSENT AGENDA:

A. Approval of May Monthly Summary of Income and Expenditures – Mr. Richey/Mr. Cherry
Ms. Sansom moved the approval of the May Monthly Summary of Income and Expenditures. Mr. Charpentier seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom; opposed: none. Motion approved unanimously.

B. Approval of Write-Off of Uncollectable Accounts – Mr. Richey/Mr. Cherry

VI. OLD BUSINESS

None

VII. NEW BUSINESS

A. Approval of Annual Operating Budget, FY 2009-10 – Dr. Drake/Mr. Richey
At Dr. Drake's request, Mr. Richey reported that based upon end-of-year data, the College will meet or exceed all budgetary requirements despite the extraordinary challenges of the 2008-09 fiscal year, and that the proposed budget now before the Board is also projected to enable the College to meet any foreseen budgetary challenges during the 2009-10 year. The proposed budget is expressly designed to meet two overall goals: first, to fully fund all academic programs for the upcoming year; and thereby to ensure current and newly-recruited students the same quality of educational experience for which the College has been recognized regionally and nationally; and, second, to meet the 5% minimum fund balance required by the State of Florida.

Mrs. Sansom moved the approval of the budget. Mr. Charpentier seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom; opposed: none. Motion approved unanimously.

B. Approval of 2009-10 Fees – Mr. Richey
Ms. Sansom moved the approval of the 2009-10 Fees as distributed to the Board by the administration. Mr. Charpentier seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom; opposed: none. Motion approved unanimously.

C. Approval of Annual Operating Budgets, BCC Direct Support Organizations, FY 2009-10
Mr. Richey reiterated the statutory requirements for the approval of the DSO's budget. Mr. Charpentier moved that the College administration, under the direction of the President, conduct a timely review of the mission and bylaws of all DSOs in order to ensure their consistency and compliance with all pertinent statutes, regulations or other related requirements of the State, and with the actions and decisions of the BCC Board of Trustees; and that this review be submitted to trustees prior to any re-certifications of DSOs by the College's Board of Trustees. Mrs. Sansom seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom; opposed: none. Motion approved unanimously.

Mr. Charpentier moved that with respect to approval of the proposed DSO budgets that we approve the budgets, as submitted, with specific contingency that if any DSO seeks additional non-budgeted funds throughout the fiscal year in a total amount exceeding $100,000.00 that the Brevard Community College Board of Trustees approval be required. Ms. Sansom seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom; opposed: none. Motion approved unanimously.

(Mrs. Wilson arrived at the meeting.)

Mr. Charpentier stated that Mr. Janicki is to be commended for his leadership as executive director of the King Center during the financial distresses of recent months. Mr. Charpentier added that he would like for the College administration to increase public awareness that the King Center is part of the College. Mr. Ross commented that at Dr. Drake's request he will address this with the King Center staff in a timely manner, and will deliver to Dr. Drake, for circulation to the Board, a plan and timetable to enhance public awareness of the King Center as a component of the College. Dr. Drake reported that within the past several weeks two members of the Board of Trustees, Mr. Theriac and Mr. Charpentier, have participated with him in separate meetings with Mr. Charles Clemente, current chair of the King Center governing board, and Mr. Phil Farmer, Vice Chair, and Mr. Scott Glover of The Glover Group/Merrill Lynch, regarding the King Center endowment.

D. Approval of BCC Police Testing Center Operating Budget, FY 2009-10
Ms. Wilson moved to approve the BCC Police Testing Center Operating Budget, FY 2009-10. Mr. Charpentier seconded the motion. All those voting in favor of the motion: Theriac, Charpentier, Landman, Sansom, Wilson; opposed: none. Motion approved unanimously.

E. Report of the Auditor General
At Dr. Drake's and Mr. Richey's request, Mr. Cherry reported in March 2009, the Auditor General issued two audit reports concerning Brevard Community College, as follows: (1) the Financial Audit, the results of which were completely favorable to the College; and (2) the Operational Audit, which yielded a small number of minor findings for which appropriate remedial actions have already been taken by the College administration. In the future, upon request, each member of the Board of Trustee will be sent a copy of the audit report from the Auditor General's office.

F. Schedule of Meetings of Board of Trustees, 2009-10 – Mrs. Sansom
The scheduling of Board of Trustees meetings and Board of Trustees workshops was discussed, and was deferred for final action until the August meeting of the Board, as is customary. Mrs. Sansom commented that on several occasions this year, Board meetings were re-scheduled for dates and times other than those which had been set at the August 2008 Board meeting; and that while re-scheduling may have been necessary in those instances, the trustees and administration should do their best to adhere to the annually approved schedules of Board meetings.

VIII. REPORT OF THE PRESIDENT

A. Dr. Drake gave an update on a violation concerning the BCC golf program, which the College self-reported to the NJCAA and for which Mr. Jamie Howell, as Director of Athletics and Golf Coach, took full and immediate responsibility for the actions that led to the resulting decisions and sanctions by the NJCAA. Because the sanctions were lesser as a result of self-reporting, the College does not intend to appeal the decision. Mr. Richey added that an eligibility audit will be conducted this year; that the program will be able to retain all eight scholarships in 2009-10, but will be penalized with only four scholarships for 2010-2011 and six the following year. Dr. Drake confirmed that Mr. Howell has voluntarily resigned as Director of Athletics, but will remain Coach of the BCC Golf Team, which he has achieved national distinction under his coaching, and will also continue to serve as Director of the Fred Gay Golf Academy. Dr. Drake also confirmed that Mr. Richey will serve as Interim Director of Athletics.

B. Dr. Drake reported that the College continues to lead the Florida community-college system in dual enrollment, and that it is his desire to see the program continue to grow and prosper in the future. The annual costs borne by the College for dual enrollment are substantial, however, and may require the administration to explore and implement other options to contain these costs. Dr. Drake commended the growth in dual enrollment under the leadership of the School Board and retiring Superintendent Richard DiPatri, and stated that the administration will look forward to discussing the future growth of the dual enrollment program with the new Superintendent.

C. Dr. Drake recognized Prof. Judy Schatte, President of the UFF-Brevard, and Mr. Michael Moats, chief negotiator for the UFF-Brevard team. Dr. Drake stated that together the UFF and BCC negotiating teams are seeking ways to strengthen the College's academic culture, and that the negotiations for the proposed three-year faculty contract are proceeding on schedule.

D. Dr. Drake reported that Brevard County residents who are Bright House Network subscribers but who no longer receive WBCC-TV/Channel 5, can now obtain a special cable box which Bright House Networks and the College have agreed to provide free of charge for a limited period of time.

IX. ADJOURNMENT

There being no further business to be brought before the Board, the meeting adjourned at 10:55 a.m.

APPROVED: _____
Chair, District Board of Trustees

ATTESTED: _____
Secretary, District Board of Trustees

AGREEMENT

BETWEEN THE

DISTRICT BOARD OF TRUSTEES
BREVARD COMMUNITY COLLEGE

AND

UNITED FACULTY OF FLORIDA

BREVARD COMMUNITY COLLEGE

2009-2012

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ARTICLE 1: PREAMBLE

Section 1.1 – This Agreement is entered into by and between the District Board of Trustees of Brevard Community College (hereinafter the Board or Employer), and United Faculty of Florida-Brevard Community College (hereinafter, UFF-BCC).

Section 1.2 – This Agreement is intended to serve the interests of the members of the public who are represented by the Board, in having at all times available to them the College's services on an efficient and economical basis. It is contemplated that this Agreement will serve the public interest by insuring that the administrative staff and the members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions, and by defining the Employer's obligations to the UFF-BCC and members of the bargaining unit, thus avoiding disputes due to misunderstandings; as well as by providing a grievance procedure for the resolution of any claims that the Agreement has been violated by the Employer.

Section 1.3 – The Board and the UFF-BCC recognize the College's mission to provide the highest quality of educational services to the community served, and each acknowledges the responsibility and contributions of the other toward this objective. They both pledge themselves to an institution that is staffed by qualified teachers, counselors and librarians with the appropriate level of training. They agree to make every effort as an administration and UFF-BCC to maintain a high level of professional standards of knowledge, integrity and dedication.

ARTICLE 2: RECOGNITION

The Board recognizes the UFF-BCC as the sole and exclusive collective bargaining agent for all members of the full-time teaching faculty, librarians, and counselors (as certified by the Florida Public Employee Relations Commission in Case No. 8H-RC-754-4219, Certification Number 229) in matters concerning wages, hours, salaries, benefits, working conditions, and other terms and conditions of employment.

ARTICLE 3: DEFINITIONS

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

3.1 – College
Brevard Community College.

3.2 – Board
The District Board of Trustees of Brevard Community College.

3.3 – 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.

3.4 – Administration
The group of employees designated by the Board as administrators.

3.5 – Agreement
The contract between the Board and the Union.

3.6 – Association/Union
The United Faculty of Florida (UFF) Chapter at Brevard Community College. Affiliated with the FEA, NEA, AFT, and the AFL-CIO, this is the exclusive certified bargaining agent of faculty in the bargaining unit. Also known as UFF-BCC or UFF-Brevard. When referring to official notifications and communications, "the union" shall mean the President of UFF-BCC.

3.7 – Bargaining Unit
All full-time Faculty (counselors, librarians and teachers, as certified by the Florida Public Employee Relations Commission in Case No. 8H-RC-754-4219 issued May 18, 1976.)

A. Included Personnel – All full-time teaching faculty, librarians, and counselors.
B. Excluded Personnel – All employees not specifically included.

3.8 – Contracts

A. Faculty Basic Academic-Year Contract – The term of duty for full-time faculty typically consisting of those class days in the sixteen (16) week Fall and Spring Terms plus no more than five (5) in-service days. However, the actual start and end dates may be modified as provided in Article 8 but shall not exceed a required 158 workdays per year over approximately 32 workweeks.

B. Faculty Extended-Year Contract – The term of duty for full-time faculty consisting of those class days in the Basic Academic-Year Contract plus no more than one (1) additional in-service day, and additional workdays as may be required by program, discipline, or department needs. The actual days and number of days worked may be modified as provided in Article 8. A faculty member with an Extended-Year Contract will have his/her Basic Year daily rate of pay pro-rated upward for duty days in excess of that year's Faculty Basic Academic Year Contract.

C. Faculty Twelve-Month Contract – A faculty member on a Twelve-Month Contract 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 Academic-Year Daily Rate of Pay pro-rated upward for duty days in excess of that year's Faculty Basic Academic-Year Contract.

3.9 – Faculty Classifications

A. Full-Time Regular Faculty

1. Instructional Personnel – Those faculty members whose primary responsibility is teaching.

2. Librarians – Those faculty members whose primary responsibility lies within the Library or related area.

3. Counselors – Those faculty members whose primary responsibility is counseling.

B. Full-Time Temporary Faculty – Includes full-time temporary faculty positions established for a limited period not to exceed two 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.

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

3.10 – Supervising Administrator
Administrator with direct supervisory responsibility over a full-time faculty member. May be Provost, Associate Provost, or Dean of Libraries depending on faculty member involved.

3.11 – In-Service Day
A district-wide contractual day of service scheduled on a non-teaching day.

3.12 – College President
The President of Brevard Community College as designated by the Board.

3.13 – Campus Provost
The chief administrator responsible for a particular campus at the College.

3.14 – Executive Director of Human Resources
The administrator designated to represent the College in the administration of this Agreement. If changes in this designation are made, the union will be notified.

3.15 – Work/Contact Hours
Clock Hour – Sixty (60) minutes
Office Hour – Sixty (60) minutes
Contact Hour – Fifty (50) minutes
Clinical Contact Hour – Fifty (50) minutes
PSAV Contact hour – Sixty (60) minutes
Semester Hour – The unit of course credit as specified in the College catalog

3.16 – Department Chairperson

An instructional or non-instructional faculty member assigned to act as coordinator and liaison between the supervisors and the full-time faculty in an academic department. Department chairpersons shall have no supervisory responsibilities with regard to other full-time members of the faculty, but will assist the supervisors on each campus to carry out their duties and who will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs. Chairperson duties will be established through collective bargaining and will be listed in the Appendix to this Agreement.

3.17 – Program Manager

An instructional or non-instructional faculty member assigned to act as coordinator and liaison between the supervisors and the full-time faculty in specific programs such as Health Sciences requiring program-level leadership. Program Managers shall have no supervisory responsibilities with regard to other full-time members of the faculty, but will assist the supervisors on each campus to carry out their duties and who will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs. Program Manager duties will be established through collective bargaining and will be listed in the Appendix to this Agreement.

3.18 – Program and/or Curriculum Coordinator

An instructional or non-instructional faculty member who assumes certain specific responsibilities within a program or cluster of programs to assist the Dean and/or the Department Chairperson. Coordinator duties will be established through collective bargaining and will be listed in the Appendix to this Agreement.

3.19 – Full-Time Faculty – Overload Teaching Assignments

An overload teaching assignment is any course taught by a full-time faculty member during the term when the faculty member has already completed his/her basic contractual obligations.

3.20 – Daily Rate of Pay Calculation

The daily rate of pay calculation for a Basic Year Contract (nine [9] months) 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.

3.21 – Classroom
Classroom includes both the traditional classroom and the virtual classroom.

3.22 – Seniority
Relative position within faculty bargaining unit determined by total number of years employed as a full-time faculty member at Brevard Community College.

ARTICLE 4: GENERAL PROVISIONS

Section 4.1 – Duration of Agreement

A. This Agreement shall become effective when ratified by the employees in the bargaining unit and by the Employer, or July 1, 2009, whichever occurs later.

B. This Agreement shall continue in effect through 12:00 a.m. on the first day of the 2012-2013 academic year, subject, to the following:

1. The second year of this agreement shall begin at 12:01 a.m. on the first day of the 2010-2011 academic year and end at 12:00 a.m. on the first day of the 2011-2012 academic year. The third year of this agreement shall begin at 12:01 a.m. on the first day of the 2011-2012 academic year and end at 12:00 a.m. on the first day of the 2012-2013 academic year.

2. Either party shall be entitled to open this Agreement once during each of the second and third years of this Agreement for the limited purposes of:

a. negotiating Article 14, Economics of bargaining unit members and/or
b. negotiating one additional issue.

3. In order to exercise either or both of the reopener rights provided in I. above, the party initiating a reopener shall notify the other party, of its intention to do so. Such written notice will be provided no earlier than 75 days and no later than 60 days prior to July 1, 2010 and July 1, 2011. For purposes of this reopener agreement, the first year of this Agreement shall be deemed to end on June 30, 2010, and the second year shall be deemed to end on June 30, 2011, regardless of the date when this Agreement is actually executed and/or ratified.

4. The reopener rights provided in this Section are in addition to, and shall not be taken as otherwise affecting the rights of the parties under Sections C. and D., below, as to negotiating a new or further agreement proper in accordance with the terms and conditions therein stated.

C. Negotiations for a further agreement shall take place, at times and places selected by the parties in accordance with their mutual convenience, at the request of either, commencing no later than 60 days prior to expiration of this contract.

D. If agreement as to a complete replacement agreement is not reached before this Agreement expires, this agreement shall continue as provided by law until a successor agreement is ratified.

Section 4.2 - Severability

If any provision of this Agreement, or part of a provision, shall be declared or rendered null, void or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect.

Section 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 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.

Section 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.

Section 4.5 – Protection Against Discrimination

A. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non-members in the Grievance and Arbitration Procedure.

B. The parties agree, to the extent discrimination is prohibited by and defined in applicable federal or state law, neither will discriminate against employees based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, or sexual orientation. It is the intent of the parties that any employee alleging discrimination under this Section will have a choice of remedy, *i.e.*, under the applicable federal or state statutes or under the Grievance and Arbitration Procedure under this contract, but not under both. By filing a charge with the applicable state or federal agency, the employee and the Union on behalf of the employee waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.

Section 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 legal or illegal drugs, or alcohol, is remediated and returned to active status with the College. The Union recognizes the existence of an existing College drug policy (302.5) that includes faculty. Any change to such policy that affects faculty will be by mutual agreement of the parties. There will be no random drug testing of faculty during the term of this contract, unless required by state or federal regulations, or affiliated agencies. Faculty will be advised of any affiliate drug testing policy prior to assignment or change in policy.
No faculty member will be discriminated against because of his refusal to submit to a drug test not permitted by this Agreement.

Section 4.7 – Forms

Such printed forms as are used in the specific implementation or maintenance of this Agreement shall be by mutual agreement of BCC and UFF-BCC. With the exception of the Grievance Procedure form, which will be available from the Union, a faculty member may receive from his immediate administrative supervisor or the Executive Director of Human Resources, a copy of each form used to implement this Agreement. Mutually agreed upon forms are included in Appendices herein.

Section 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.

Section 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 Code, 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.

Section 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.

Section 4.11 – Contract Printing

The parties agree to share equally the cost of printing this Agreement for distribution to the bargaining unit members and to the Administration.

ARTICLE 5: UNION RIGHTS

Section 5.1 – Membership Dues

A. Subject to the restrictions set forth in the Florida Statutes, the Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the UFF-BCC, or their designee, the amount of UFF-BCC dues and assessments which are uniformly charged by the UFF-BCC to all members. The Employer will also provide the UFF-BCC with a list of the unit members from which deductions were made.

B. The Employer shall be obliged to make no more than one dues deduction from any employee's pay with respect to any single pay period.

C. If the employee involved has insufficient pay accrued with respect to any pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation to make a deduction for that pay period. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, unless the arrears are due to past error on the Employer's part.

D. The UFF-BCC agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

E. It shall be the UFF-BCC's obligation to keep the Employer at all times informed, by certification of a responsible official of the UFF-BCC, of the amount of uniform dues and/or assessment deductible from employees' pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

F. Deduction authorizations shall be valid until revoked by the member with thirty (30) days written notice provided to the Union and to payroll, or until the employee terminates his or her employment.

G. The Employer will not deduct or transmit to the UFF-BCC at any time any monies representing fines, fees, penalties or special assessments except as noted in Section 5.1 A. above.

H. The obligation to commence making deductions or to stop deductions on account of any particular authorization shall become effective with the first paycheck produced following the receipt of the authorization by the Employer.

I. Written authorization to start or stop payroll deductions for UFF-BCC dues will be transmitted to the Employer using the wording in Appendix A.

Section 5.2 – Facilitation of Faculty Relations

Members of the UFF-BCC bargaining team will not be required to take personal leave to participate in bargaining sessions with the Administration or to perform other required activities as explained below

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 ten (10) hours to be divided among no more than three (3) representatives per week per campus.

B. The College shall provide release time in the Fall and Spring Terms to Union representatives to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

1. Three (3) credit hours release time, shall be provided in each of Fall and Spring Terms to the President of the UFF-Brevard Chapter of the UFF.

2. In those years during which full contract bargaining occurs, the College shall provide another three (3) credit hours, to be assigned to the Chief Negotiator for the purpose of facilitating the bargaining process, for each semester (Spring, Summer, and Fall) for which bargaining occurs.

3. For non-instructional faculty members, time equivalent to the credit hours shall be provided as released time in the above instances.

4. Faculty members on released time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

C. The Union shall provide each Campus Provost and the Executive 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.

Section 5.3 – Access to Information

A. During the term of this agreement, the Board agrees to furnish to the UFF-BCC, upon written request, all available information which is in the Board's current possession or custody, which is not privileged or confidential under applicable law, and which is necessary to enable the UFF-BCC to intelligently fulfill its role as bargaining agent. This article shall not oblige the Board to make calculations or compilations, but refers only to the right to obtain existing records, and a charge not to exceed $.10 per impression may be assessed for copies of records or documents except as noted in Section 5.3.C below.

B. Upon approval and ratification of the Agreement by the Board and the members of the bargaining unit, the College shall provide a copy of the Agreement to each member of the bargaining unit. Fifty additional printed copies will be provided to the UFF-BCC. The cost of reproduction and printing the Agreement will be borne equally by the College and the UFF-BCC. The College will provide a copy of the Agreement to each new member of the bargaining unit when he or she is employed or transferred into the bargaining unit.

C. The College agrees to furnish the UFF-BCC with the following items without charge:

1. The College Operating Budget and any changes thereto.

2. Information concerning the College’s financial activities upon request.

3. The Annual Financial Report, concurrent with submission to the Florida Auditor General.

4. A list of bargaining unit members to include the following information for each unit member:

a. Basic contract length
b. Basic contract salary
c. Date of original employment
d. Date of faculty hire if different
e. Years of experience credited for salary
f. Date of birth
g. Contact information (email address, campus address, and home address) reflected in college records as of September 15 of each contract year, to the extent permitted by law h. Sum of supplemental contracts
i. Primary teaching field (AS, AA, PSAV)
j. Degree (same classification as used in Appendix D)
k. Date of tenure award

This list will be updated as of January 15 and September 15 of each contract year. Subject to availability of information, the College will make a good faith effort to also provide in January of each contract year, the number of accrued sick leave days and the educational category of each unit member. If the information requires compilation rather than a simple listing, a fee will be agreed to prior to the information being provided.

5. The names of those faculty members who are eligible to be considered for tenure by the Tenure Committee.

6. The names, length of appointment, and date of appointment for members of all College standing committees listed in Article 6, at the time of appointment.

7. Upon reasonable request, access to other information in accordance with the laws of the State of Florida.

8. Copies of all policies, procedures, faculty handbooks (full-time and part-time), student handbooks, and updates to such, concurrent with distribution to department heads shall be maintained on the College Web site.

D. The Administration shall, routinely and without prior request, provide to the Union the following information concurrent with its distribution to members of the Board:

1. The complete agenda for each regular and special meeting and workshop (other than Collective bargaining workshops) of the District Board of Trustees including all supporting documents; and routine faculty personnel recommendations.

2. All budgetary proposals submitted to the Board.

3. The minutes of each regular and special Board meeting and Board workshop.

E. Upon request by the UFF-BCC, the College will provide on a regular basis those minutes, reports and other public documents that are not privileged or confidential under applicable law,

and which are properly identified. Charges for such documents will be at the rate set out in Section 5.3.A. All requests for information shall be presented to the Executive Director of Human Resources.

Section 5.4 – 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 within thirty (30) days of receipt of billing. A billing account for duplicating services shall be available with access/billing codes on college photocopy/duplicating machines.

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 Provost and the Executive Director of Human Resources with a list of all Union council members and officers who are authorized to request the use of College facilities.

Section 5.5 – Internal Mail Service

The Union, through agreed upon representatives, shall have the right to use the internal College mail including e-mail, to communicate with members of the bargaining unit at no cost to the Union. The Union shall have access to any and all College email distribution lists which include faculty members in the bargaining unit.

Section 5.6 – Bulletin Boards

The Administration shall provide the Union access to bulletin boards at each campus where available.

Section 5.7 – Union Office

The College shall provide permanently assigned office for the exclusive use of the Union, and meeting space which may be shared. The office/meeting room shall be lockable with access only to Union officers identified by the UFF-BCC President except in the event of an emergency in which case College safety and security officers may make emergency entry. The Union office will be provided a telephone line with voicemail service and will be listed in the College telephone directory.

Section 5.8 – Access to New Faculty Orientation

If the College conducts a campus-wide or district-wide orientation for newly employed faculty, the UFF-BCC may, at its discretion, make a presentation, and provide a packet of information to be distributed with orientation materials.

Section 5.9 – Access to Faculty

If the College conducts a campus-wide or district-wide meeting, in-service, or professional development day or event for faculty members, UFF-BCC may, at its discretion, make a presentation, and provide a packet of information to be distributed with the program materials.

In the event the Union wishes to hold a faculty meeting during such a day as described above, the College should include such information in the program of events if so requested by the Union.

Section 5.10 – Consultation with the College President

The College President will be available to meet with the UFF-BCC to consult (not bargain) on matters of concern at a time convenient to both parties.

ARTICLE 6: FACULTY RIGHTS

Section 6.1 – Bargaining Unit Member Rights

In the event the College intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in this Agreement, the College agrees to give notice to the Union and an opportunity to discuss any changes prior to implementation.

Nothing in this section shall preclude the Union's right to impact bargaining.

Section 6.2 – Academic Freedom

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

A. In recognition of the principle of academic freedom at Brevard Community College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.

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1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties.

2. 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 shall not introduce a controversial matter that has no relation to his subject.

B. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. When a faculty member writes or speaks he/she must recognize the special position in the community he/she holds as an employee of Brevard Community College in that the public may judge both the faculty member's institution and profession by his/her statements. Therefore, the faculty member shall at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he/she is not a spokesperson for Brevard Community College.

C. The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students; and we, as faculty members, further recognize our obligations to maintain at all times a professional attitude towards students.

Section 6.3 – Textbook Selection

Recognizing that adoption of textbooks is a fundamental principle of academic freedom, faculty members shall be responsible for textbook adoptions. Once adoptions are approved, the Administration shall ensure that each faculty member is provided 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.

A. Where feasible, textbook selections shall be a minimum of two (2) years.

1. 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.

2. If two or more sections of the course are offered on a campus and are taught by two or more full-time instructors or if the course is part of a sequence of courses that would normally use the same text, he shall have the right to serve on a campus and/or college-wide faculty committee appointed to select such texts for courses on that campus.

3. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Campus Provost may make an exception to the minimum two-year requirement.

B. Where feasible, faculty members shall attempt to establish college-wide standardization of textbooks used in general education and sequential courses.

C. Custom Texts – If the faculty member is the only full-time instructor in a particular course on a given campus, who wishes to select a custom-bound textbook, he may do so provided the following conditions are met and provided that the use of custom texts does not conflict with efforts to standardize texts in general education and sequential courses.

1. The custom text is less expensive than the campus committee’s selection.

2. The text covers the approved course objectives and competencies.

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 two (2).

5. A custom text must be adopted for a minimum of two (2) years.

D. Special Approved Texts – A faculty member with special needs or one who is engaged in a special project or approved pilot course on a campus may request the Campus Committee (see Article 6.3,A,2 above) to approve a text different from the committee-selected text, provided the text covers the approved course objectives.

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

F. All textbook selections will comply with applicable state statutes.

Section 6.4 – Right to Privacy

An employee has the right to privacy with regard to his personal and private life, including, but not limited to, religious and political activities, unless such actions are demonstrably detrimental to the College.

Section 6.5 – Personnel Files

A. 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 only upon 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.

B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file.

C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may review his/her "unofficial" personnel file at the Campus, if one is maintained. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

Section 6.6 – Intellectual Property

A. 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 there from.

B. 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.

C. Unless the contribution is substantial, faculty shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty was not an original author of the unmodified version of the existing edition of the text.

Section 6.7 – Outside Employment

Faculty members may engage in employment outside of the College provided that notice of such employment is provided to the College in advance when possible, but in no event later than ten (10) business days. The President will establish administrative procedures to insure that such outside employment does not conflict with or does not reduce the capability to perform their required functions as an employee of Brevard Community College. In the event a conflict between their primary employment with the College and their outside employment does occur, the procedure will include a method for the resolution of such conflict.

Section 6.8 – 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.

Section 6.9 – Faculty Offices

A. 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 computer with Internet access, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member's classes whenever possible.

The faculty member, Union, and the College shall mutually agree to temporary exceptions to the above in the event temporary reassignments are needed for remodeling or similar purposes.

B. 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 violation of the administrative rules and procedures shall be grounds for disciplinary measures. The faculty member shall be permitted to use his office phone for collect or credit card long-distance calls that are at no expense to the College.

C. Faculty members will have unimpeded access to their offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the faculty member will be granted access within a reasonable time by contacting the appropriate campus security office and verification of faculty identification.

Section 6.10 – Parking

On each 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 and within a reasonable distance of each building where faculty offices are located. Such designation shall be for twenty-four (24) hours, seven (7) days per week. 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, lighted, and protected with security.

Section 6.11 – Enhancement of Professional Skills

The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave will be considered when requested in advance by faculty members to take examinations, defend dissertations, or make presentations to academic, professional, or community organizations.

A. Tuition reimbursement shall be pursuant to the Tuition Reimbursement Program (TRP) in effect for the 2008-2009 academic year and included in this contract by reference. Such TRP shall not be altered, changed, or modified with regard to full-time faculty without prior notification to the Union and an opportunity to bargain the change.

B. A faculty member may also attend approved seminars or workshops 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.

Section 6.12 – Minimum Credentials

To be in compliance with the published requirements of the Southern Association of Colleges and Schools (SACS) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published by these agencies.

When necessary, requirements in addition to the minimum credentials established by SACS or other accrediting agencies shall be jointly determined by the College and the Union.

Section 6.13 – Selection of New Faculty

The College recognizes the importance of conferring with faculty in the hiring of new full-time faculty members.

A. The President will establish faculty screening committees that will be consulted prior to the hiring of new fulltime faculty members. Any such committee shall consist of full-time faculty members. When sufficiently diverse faculty members are available to serve on a screening committee for the selection of new faculty, they shall have the following credentials in the priority indicated:

1. The committee shall consist of at least four (4) faculty members the majority of whom shall be full-time, tenured faculty teaching in the same field or subject areas for which a candidate is being considered. If sufficient numbers of faculty are not available from the appropriate discipline and campus, faculty members from other campuses shall be included, as needed, to meet the majority discipline requirement. If sufficient numbers of faculty are still not available to meet the majority requirement, then faculty from closely related disciplines shall be appointed. The Union shall be notified of the creation and membership of all faculty screening committees and may recommend additional members if needed. If the Union cannot identify additional volunteers, the College may move forward with the committee.

2. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty.

3. For a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty.

4. In the event sufficient numbers of full-time, tenured faculty members are not available, non-tenured faculty members may be asked to serve. Tenured faculty shall have priority over non-tenured faculty for an assignment to a screening committee to select new faculty.

5. Full time temporary faculty, whether grant-funded or not, shall not serve on a screening committee.

B. The committee shall function as follows:

1. The committee shall select its own chairperson.

2. The committee shall review all applications for a faculty vacancy and determine which candidates to interview.

3. The committee will interview and recommend finalists according to approved, objective criteria.

4. The committee will file a written recommendation, listing finalists alphabetically and/or by ranked preference, with the appropriate administrator concerning the employment of candidates.

5. Input from faculty screening committees will be advisory only; final decision rests with the President, who will notify the committee chairperson of his final decision. In the event this decision deviates from the committee recommendation, the President shall also provide feedback to the committee chairperson to assist in future selections.

C. If the College conducts a campus or College-wide orientation for newly employed faculty, the Union may, at its discretion, make a presentation, and provide a separate packet of information to be distributed with orientation materials.

Section 6.14 – Vacancies/Transfers

A. The College retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill these positions. The College recognizes the importance of conferring with faculty in the transfer of full-time faculty members.

B. Faculty members will be assigned to one of the four campus locations: Titusville, Cocoa, Melbourne, Palm Bay, or any established centers. When a new faculty position or vacancy appears at any such location and the President intends to fill it, the faculty position will be filled by the Administration in accordance with the following guidelines:

1. Email notification of the position shall be sent to all full-time faculty members, it will be advertised in a College publication with College-wide distribution, and a copy of the Position Announcement will be furnished to the President of the UFF/BCC. All position openings at the College will be advertised by intra-college publication or by special bulletin, and by email to all employees. Currently employed full-time faculty members shall be given a minimum of five (5) business days notice of, and opportunity to apply (internal advertisement) for, a faculty position opening prior to advertising outside the college (external advertisement).

2. To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline or from one discipline to another, a qualified full-time tenured faculty member shall submit a request for transfer to both the faculty member's immediate administrative supervisor and the Executive Director of Human Resources by the job close date as printed on the job posting. In the event of a transfer between disciplines, the Provost, or designee, will verify qualifications before proceeding.

3. After the close date for the internal advertisement, Human Resources will forward the request to the appropriate Campus Provost for review and approval.

a. The transfer request shall be considered by a screening committee of faculty members. The screening committee shall be at least three (3) members and all members shall be from the campus where the opening exists.

b. The screening committee shall make their recommendation to the Campus Provost and administrative supervisor.

c. The Campus Provost making the transfer request decision will notify the requesting faculty member of the decision in writing within ten (10) days of the committee recommendation. If the transfer request is denied, a written explanation shall be provided with the notice.

C. If the Administration determines that it is necessary to transfer a member to a new campus or center, the Administration will first request qualified volunteers.

D. 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 on the job posting on the College's Web site announcement.

E. When transferring from one discipline to another where there is no change in campus or center, the Provost with responsibility for the discipline being sought will retain the sole right to approve or reject the transfer request.

F. If a faculty member requests and is granted a transfer under this Section, the faculty member will not be eligible to request a transfer again for three years from the date of the transfer request.

G. Any faculty member selected for transfer must meet the educational requirements for the position.

H. If it is necessary to select a unit member for involuntary transfer, the President will assign transfer points to all unit members in the same discipline who are qualified to fill the open position. The total points accrued will be considered by the President in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the President select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the President will state the reason for the selection in writing to the faculty member being transferred. A copy will be furnished to the President of the UFF/BCC.

1. Transfer points will be assigned as follows:

    a. holding continuing contract 3 points

    b. each year of full time academic employment at the College, ½ point up to 10 points maximum

    c. completion of requirements for maintaining continuing contract, 1 point for each 3-year period

    d. Academic Preparation:

Doctorate	6 points
Masters + 60	5 points
Masters + 30	4 points
Masters	3 points
Bachelors or equivalent	2 points
Less than Bachelors	1 point

e. one point for each five-mile increment of distance between the campus of proposed assignment to the unit member's domicile as of the date of the announcement of the vacancy. A maximum of 10 points is allowed.

I. A faculty member selected for involuntary transfer to another campus will be given a minimum of three months notice. 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.

Section 6.15 – Access to College Mail

A. The College shall make its internal mail service available to each faculty member. Each faculty member will be assigned a mailbox 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.

B. The College will provide email account and access to each faculty member. At a minimum, email access shall be provided in the faculty member's office and via the Internet or virtual private network (VPN) from off campus.

Section 6.16 – Committees

A. The College will maintain Standing Committees consisting of faculty and representatives from the Administration, who may be Administrators or staff members, and the faculty, as appropriate, to review and/or prepare recommendations for the College President or designee. The total number and distribution of members and terms and length of service are specified in the Appendix.

1. Administrators and staff members will not be voting members of the following faculty committees and sub-committees.

Academic Affairs
- Academic Technology
- Curriculum Clusters
- Learning Resources

Tenure – Campus and College-wide
- Professional Rank
- Sabbatical Leave
- Professional Development
- Professional Enhancement Plan

2. Faculty will participate as voting members of the following committees.

Instructional Technology
Insurance

B. The Academic Affairs Committee will be comprised and operate as follows:

1. All voting members of the Academic Affairs Committee will be faculty, one member plus one alternate recommended by each Curriculum Cluster.

2. Non-tenured faculty members will be recommended by the Curriculum Cluster if there are not sufficient tenured faculty members available to serve.

3. The chair of this committee will be a tenured faculty member. The chair will be granted three (3) credit hours release time from instructional duties for each major academic term. If the chair remains equally active during the Summer Term, the chair will receive three (3) credit hours at the established adjunct rate for those duties.

4. The College and UFF-BCC will mutually develop procedures for the Academic Affairs Committee and sub-committees which by reference are incorporated into this agreement and which shall be changed only by mutual agreement.

C. The Tenure Committees will be comprised and operate as follows:

1. All voting members of the Tenure Committee will be full-time, tenured faculty.

2. The chair of the College-wide Tenure committee may be granted three (3) credit hours release time from instructional duties for each major academic term during which the Tenure Committee is meeting regularly.

3. The College and UFF-BCC will mutually develop procedures for the Tenure Committee and sub-committees which by reference are incorporated into this agreement and which shall be changed only by mutual agreement.

D. Each April the President of UFF-BCC or designee shall recommend to and consult with the President or designee over the appointment of faculty members to the committees listed in paragraph A above, other than the Academic Affairs Committee.

Section 6.17 – 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 President.

Section 6.18 – Union Representation (Weingarten Rights)

A faculty member who is a member of the Union and who has the reasonable expectation that disciplinary action may result from a meeting with an administrator has the right to Union representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union.

Section 6.19 – Retired Faculty Members

A retired faculty member in good standing shall have privileges to use the College's facilities such as wellness programs and equipment and library facilities (access to materials and electronic resources, checkout materials). Retired faculty members shall retain discounts for events at College-affiliated organizations as afforded to current faculty members and subject to the agreements with the College-affiliated organizations. Retired faculty members shall retain their e-mail account and e-mail access for a period of one (1) year after separation. All benefits as above are subject to and consistent with the policies applicable to regular, full-time faculty members.

ARTICLE 7: MANAGEMENT RIGHTS AND PREROGATIVES

Section 7.1 – The Employer expressly reserves and retains, to the maximum extent permitted by law, each and every right and prerogative that it has ever had and enjoyed at any time and in the absence of any collective bargaining relationship whatsoever, whether such rights and prerogatives have ever been exercised or not, and as if the collective bargaining relationship did not in fact exist, except to the limited extent that it has herein and by words of unmistakable meaning and clear import, agreed to expressed and explicit limitations upon those rights and privileges.

Section 7.2 – The reservation or retention of management rights or prerogatives, as done in Section 1 above, refers to the right to implement any decision coming within that reservation or retention, without prior bargaining over the impact or effects of such decision upon unit employees. Bargaining shall subsequently take place upon the request of either party.

Section 7.3 – While it is not possible to anticipate or detail in this agreement all of the rights and prerogatives that the Employer retains and reserves, the following list is illustrative. The Employer exclusively retains and reserves the rights to: exercise all rights normally exercised by employers and not expressly limited herein; select employees for hire; determine manning requirements; schedule work; determine the duties required by employees; subcontract all or a part of its work or functions; transfer, lay off, recall, determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; discontinue programs; and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the College except as may be in conflict with any provisions of this agreement or handbook which may be incorporated into this agreement by reference.

ARTICLE 8 - FACULTY DUTIES AND RESPONSIBILITIES

Section 8.1 – Intent

The professional duties and responsibilities of College faculty members are comprised of scheduled as well as non-scheduled activities. The Board and the UFF-BCC recognize that while instructional activities, office hours, and related other duties and responsibilities may be required to be performed at specific times and places, other activities may be arranged and performed at

times and places determined by the faculty member at his/her discretion, provided that such arrangements do not conflict with College policies and procedures. .

Section 8.2 –Faculty Workweek

A. Each full-time instructional faculty member will be responsible for a combined total of twenty-five (25) weekly class hours and office hours. Every instructional faculty member will teach fifteen (15) classroom contact hours per week in each of the Fall and Spring terms or their equivalent. Each term will consist of an average of eighty (80) potential class and examination days during a period of time not to exceed seventeen (17) weeks in duration, or a total of not more than 165 scheduled class days. Faculty will be required to participate in scheduled departmental, discipline, and college-wide or campus-related activities, and to perform any other duties required to fulfill their instructional or programmatic obligations as delineated elsewhere in this article. Each faculty member's workweek will not exceed thirty-five (35) hours and five (5) consecutive calendar days, unless waived by the individual faculty member.

B. Library faculty members and counselors will account for their weekly hours as approved by their immediate supervisor, with the total number of hours not to exceed thirty-five (35) hours per week, or an average of seventy (70) hours per pay period

1. Each workday will include a thirty (30) minute rest period which may be scheduled, at the discretion of the faculty member, in two fifteen (15) minute increments or in one thirty (30) minute period.

2. Schedules for library faculty and counselors will allow for a reasonable degree of flexibility to attend meetings, sponsor organizations, and participate in campus or college-wide projects and initiatives. In order to perform such duties, the schedules of library faculty and counselors may be modified upon the approval of the administration in order to provide adequate service to students and other members of the College community, Each library faculty member's workweek will not exceed five consecutive calendar days, unless waived by the individual library faculty member.

Section 8.3 – Faculty Contract Length

The basic academic-year contract for full-time faculty members will be defined as follows: fifteen (15) weeks of class sessions, plus (1) week of final examinations, plus a maximum of five (5) in-service days, plus one (1) day for attendance and participation in one Commencement ceremony. The total number of workdays during the basic academic-year contract (excluding state-approved holidays) will not exceed 165 days per year.

A. Except as provided elsewhere in this section, academic programs or services which require the duties and responsibilities of faculty members during summer sessions, all full-time faculty members will be awarded a Basic Academic-Year Contract with an average teaching load requirement of 150-points per term for a total of 300-points per academic year.

1. No later than April 1 of each year, the administration will notify each faculty member concerning the renewal and duration of his/her employment contract for the following academic year, with each such notice specifying whether the duration of the contract will

be a Basic Academic-Year (165-day) Contract, an Extended-Year Contract, or a Twelve-Month contract as defined elsewhere in this section

2. Except where an individual faculty member is a candidate for tenure, the notice date shall be consistent with Article 11.1, C.

3. Salaries of all faculty members will be based upon the Basic Academic-Year Contract with any additional approved workdays to be pro-rated at the daily rate of pay.

B. Instructional faculty in specific Health Science Programs and other academic programs which require the duties and responsibilities of full-time faculty members during summers sessions will receive an Extended-Year Contract. All library faculty members will receive an Extended-Year Contract of at least 189-days to provide adequate professional staffing. Counselors whose services are required in excess of 165 workdays per year may be issued an Extended-Year Contract by the administration in order to ensure adequate professional staffing.

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1. The duration of the Extended-Year Contract will be based upon the Basic Academic-Year contract with the addition of summer-duty days necessitated by the length of the particular academic program, service, or project.

2. The determination of such duty days will be made by the supervising administrator in consultation with the individual faculty member and the Campus Provost or his/her designee.

3. The salary for an Extended-Year Contract will be calculated by pro-rating the Basic Academic-Year Contract as follows: the daily-rate of pay will be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165; and the resulting daily pay rate will be multiplied by the number of days, thereby yielding the revised salary for the Extended-Year Contract.

C. Upon the approval of the administration, a faculty member may be awarded a Twelve-Month Contract when assigned to temporary duties involving primarily non-instructional responsibilities.

1. A Twelve-Month Contract may be awarded for such activities as regional accreditation or reaffirmation, special task-force projects or assignments, or similar activities that may warrant or require the year-round responsibilities of a full-time faculty member.

2. A Twelve-Month Contract will not be awarded to full-time faculty members for the performance of full-time administrative duties and responsibilities .

3. Typically, a faculty member on a Twelve-Month Contract will work a thirty-five (35) hour workweek inclusive of all College-approved workdays, excluding official state-approved holidays.

4. The salary for a Twelve-Month Contract will be calculated by pro-rating the Basic Academic-Year Contract as follows: the daily-rate of pay will be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165; and the resulting daily pay rate will be multiplied by the number of days, thereby yielding the revised salary for the Twelve-Month Contract.

Section 8.4 – Instructional Faculty Responsibilities

A. Office hours denote regularly-scheduled time periods during which faculty members will be available onsite for one-on-one consultations with students in a non-classroom setting, to provide instructional, program-related, or similar academic assistance to students on an as-needed basis. Although such consultations are customarily scheduled in faculty members' assigned offices, the consultations may be scheduled in other public locations upon the prior approval of the Campus Provost or his/her designee, or as provided elsewhere in this agreement.

1. Each faculty member shall publish and maintain ten (10) office hours per week during the Basic Academic Year.

a. At least five (5) of these office hours must be in scheduled in minimum increments of thirty (30) consecutive minutes over a period of not less than four (4) workdays.

b. The remaining office hours may be scheduled in increments of no fewer than ten (10) minutes each, at the discretion of the individual faculty member

c. The availability and location of these office hours shall be provided in writing to the students and supervising administrator by the end of the second week of classes. If the location is to be at any place other than the faculty member's office or in a classroom between classes, the faculty member and the immediate supervising administrator will agree upon the location.
d. If held in the classroom between classes, the faculty member must be assigned to that classroom during the class time immediately before and after the office quarter hour.

e. In emergencies or other unusual circumstances, the Campus Provost or his/her designee may approve exceptions to the published schedules of office hours for individual faculty members.

2. Each faculty member will be available by appointment for one (1) additional office hour for each thirty (30) overload-points or major part thereof. If no appointment requests are made, the faculty member will be under no obligation to provide such additional hours.

3. If a student must schedule an appointment at a mutually agreeable time other than during a scheduled office hour, the faculty member may post a notice to students, with a copy to the supervising administrator, that the faculty member has cancelled equivalent office hours during that week.

4. Faculty members whose instructional assignments include Health Sciences courses for which clinical experience is required of participating students, will be permitted to schedule a maximum 50% of their required office hours at the clinical site, in addition to their required clinical-instruction hours.

5. All faculty members may schedule a maximum five hours of office time online and/or at a publicly accessible location other than the College. Instructors who teach distance learning courses will be permitted to hold one (1) additional office hour for each three (3) credit course at a publicly accessible location other than the College.

6. In the event that the instructional load is comprised entirely of online courses, the faculty member may account for all in-class and on-campus hours at accessible locations other than College facilities. This does not preclude the faculty member from meeting with the student if either the student or faculty member so desire.

B. Faculty members shall instruct students in conformance with the material listed in the discipline-approved course profiles, and as defined by the course descriptions published in printed and/or online editions of the College catalog.

C. Faculty members will collaborate with the College administration to provide accommodation to students with disabilities when the student, at his/her earliest opportunity, provides the required written notice to the faculty member. Upon receipt of such written notice from the student, the faculty member will immediately forward the notice to the Campus Provost (or his/her designee) for administrative action in order to provide such accommodations in compliance with applicable laws and regulations. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of the required written notice from the student.

D. No later than the end of the second week of classes during a given academic term, each faculty member must develop and distribute to students a syllabus which includes the following required information: course title, course prefix/number, number of credit hours, name of instructor telephone number where the instructor may be reached conveniently, schedule and location of office hours, course meeting times, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (*e.g.*, lectures, laboratory demonstrations, group presentations, group discussions, quizzes, etc.), instructional format(s) pertaining to the course, (e.g., in-person, online, hybrid), officially established learning objectives for the course, tentative lecture/course schedule, and other reasonable requirements established by the individual instructor.

E. At the conclusion of each academic term, for the sole purposes of professional self-improvement and the continuous improvement of college-wide teaching and learning, each faculty member will be required to review the results of any student-opinion surveys completed by students who enrolled in each course or section taught by the instructor during the pertinent academic term.

F. It is the responsibility of the Administration to assign faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional formats which meet the needs of students. Where such assignments involve synchronous instructional formats primarily, these assignments may include both day and evening classes. Evening classes which are assigned to a faculty member will be scheduled within an eight-hour period during the applicable workday, with a minimum period of twelve (12) consecutive hours separating the end of the evening class and the beginning of the faculty member's assignments on the following workday. However, a faculty member may agree to waive these requirements.

G. Instructional faculty members will fulfill all other professional obligations, terms, and conditions which apply to all faculty members as delineated throughout this Article.

Section 8.5 – Library Faculty 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 any other applicable accrediting agencies, each library faculty member must satisfy the minimum certification requirements established by these agencies. The Administration will provide the appropriate support services and personnel to enable each library faculty member to perform his/her responsibilities to the College.

A. Library faculty members shall mutually determine their schedules as may be necessary to meet professional-staffing requirements as determined by the supervising administrator, and within the provisions of Sections 8.2 and 8.3 of this Article. Unless by mutual agreement otherwise, full-time library faculty members will be accorded a minimum of eight (8) consecutive weeks of non-paid release time, during which the library faculty member will not be assigned duties or responsibilities by the supervising administrator..

B. Library faculty members may be assigned to teach all or portions of a course as part of their contractual duties to the College.

1. Courses taught by library faculty members shall be limited to information research, information technology, library skills, or similar academic content relevant to undergraduate-level library services in undergraduate institutions within the State of Florida higher-education system.

2. Courses assigned to library faculty members may be for credit or non-credit, and may include seminars, workshops, or portions of College-sponsored conferences or in-service opportunities assigned by the supervising administrator.

3. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, library faculty members must also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.

4. Library faculty shall be permitted a maximum of one (1) hour of preparation time for each one (1) hour of class time.

5. Such teaching and preparation must not interfere with the scheduling of any library faculty member's other professional duties as assigned by the supervising administrator.

C. The salary of library faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when librarians may be required to work hours beyond the normally-required thirty-five (35) hours per week to perform the employee's job, librarians will be entitled to receive additional compensation as follows:

1. When the library faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the supervising administrator.

2. When the librarian's supervising administrator approves of the extra hours worked.

3. When approved, the additional compensation for services exceeding thirty-five (35) hours per week will equal one (1) hour of compensatory time for each hour actually worked in excess of the thirty-five-hour work week.

4. Compensatory time must be utilized by the library faculty member to whom it is allotted; is not transferrable to any other employee; and is not payable upon the termination of the employee's service to the College, nor can it be utilized in conjunction or coordination with the termination of the employee's service to the College.

5. Professional time spent by library faculty members for the teaching of overloads, or in connection to the teaching of such overloads, is neither regarded nor construable as "extra time worked" as delineated in this Section.

D. Library faculty members are required to fulfill other professional obligations, terms, and conditions applicable to all faculty members as delineated throughout this Article.

Section 8.6 – Counselor Faculty 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 applicable 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.

A. Counseling faculty members shall mutually determine their schedules as may be necessary to meet staffing requirements as determined by the supervising administrator and within the provisions of Sections 8.2 and 8.3 of this Article. The actual number of workdays of counseling faculty members may or may not coincide with the number of workdays required of full-time instructional faculty members. Unless by mutual agreement otherwise, full-time counseling faculty members will be accorded a minimum of eight (8) consecutive weeks of non-paid release

time, during which the library faculty member will not be assigned duties or responsibilities by the supervising administrator..

B. Counseling faculty members may teach all or part of a course as part of their contractual duties.

1. Courses assigned to counseling faculty members may be for credit or non-credit, and may include seminars, workshops, or portions of College-sponsored conferences or in-service opportunities assigned by the supervising administrator.

2. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, counseling faculty members must also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.

3. Counseling faculty members shall be permitted a maximum of one (1) hour of preparation time for each one (1) hour of class time.

4. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, library faculty shall also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.

5. Such teaching and preparation must not interfere with the scheduling of any counseling faculty member's other professional duties as assigned by the supervising administrator.

C. The salary of counseling faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when counseling faculty members may be required to work hours beyond the normally-required thirty-five (35) hours per week to perform the employee's duties and responsibilities, counseling faculty members will be entitled to receive additional compensation as follows:

1. When the counseling faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the supervising administrator.

2. When the counseling faculty member's supervising administrator approves of the extra hours worked.

3. When approved, the additional compensation for services exceeding thirty-five (35) hours per week will equal one (1) hour of compensatory time for each hour actually worked in excess of the thirty-five-hour work week.

4. Compensatory time must be utilized by the counseling faculty member to whom it is allotted, and is not transferrable to any other employee; and is not payable upon the

termination of the employee's service to the College, nor can it be utilized in conjunction or coordination with the termination of the employee's service to the College.

D. Counseling faculty members shall also fulfill other professional obligations, terms, and conditions for all full-time faculty members as delineated throughout this Article.

Section 8.7 – Additional Professional Obligations

A. Faculty members shall be required to attend no more than five (5) in-service days per year under a Basic Academic-Year Contract and no more than six (6) in-service days under an Extended Extended-Year Contract.

B. All full-time faculty members will participate with other faculty colleagues in their respective academic disciplines in order to develop, revise and implement courses or programs as needed.

C. All full-time faculty members will be responsible for maintaining records, preparing for classes, grading papers, tests and other required student assignments,, evaluating textbooks, and maintaining professional competence.

D. All full-time faculty members will participate in college-wide programs or initiatives designed collaboratively by the faculty and administration of the College for the purposes of identifying, assisting, and encouraging at-risk students to attain their educational goals. .

D. Faculty members will attend academic curriculum cluster meetings scheduled by the administration with a minimum of five (5) working days' prior notice, unless the faculty member is on approved leave or has a verifiable appointment, assignment or commitment which cannot be rescheduled by the faculty member without undue personal effort and/or personal expense.

E. Faculty members shall attend all required, scheduled district-wide meetings, campus-wide meetings and those area meetings convened by an immediate supervising administrator pertaining to College matters, unless on approved leave or with authorization from his immediate supervising administrator. The Administration will utilize all reasonable communication 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 may constitute authorized leave from attending such meetings. On designated in-service days, all full-time faculty members will engage solely in professional activities that are approved in advance by the Administration.

F. All full-time faculty members will participate in College-approved committees, community groups, and professional organizations.

G. All full-time faculty members will periodically establish goals and provide self-assessments to the appropriate Campus Provost (or his/her designee) as part of their annual evaluation process as provided in Article 9.

H. Both the UFF-BCC and the trustees and administration of the College recognize that the quality of student activities is enhanced by faculty participation and support. All full-time faculty

members are encouraged to support student activities by attending College-approved student activities, presentations, and events, and also to serve as sponsors for College-approved student clubs, activities and initiatives.

I. Faculty members who are on continuing contract will attend one graduation ceremony per year in regalia unless properly excused. The College will take responsibility for making arrangements to have proper regalia available

Section 8.8 – Other Terms and Conditions

A. 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 College may schedule classes of varying length during the summer.

B. The Administration may require an instructional faculty member assigned to a program involving affiliates or off-campus sites to work on a Board-approved holiday to meet the schedule 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 workdays. The Administration will make every reasonable effort to schedule the faculty member's contractual days within consecutive weeks. However, a faculty member on a Basic Academic-Year Contract whose contractual days are so adjusted shall receive a period of at least eight (8) consecutive weeks each contractual year in which he is not on duty unless waived by the faculty member.

C. Faculty with a multi-campus assignment as part of their regular duties will be reimbursed for travel from one campus to another if necessary within the same work day. Faculty required to travel for other purposes will be reimbursed as provided in College Procedures.

D. Unit members will certify time worked during each evaluation period. This certification will be accomplished using the appropriate performance evaluation form found in the appendix. It is understood that all College employees, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.

Section 8.9 – Instructional Faculty-Load Point System

A. To facilitate calculation of various combinations of credit hours and contact hours in various classroom, laboratory, clinical, workshop, studio, and other settings, and courses taught as overload by library and counseling faculty, courses will be assigned point values. The source for course credit hour and contact hour equivalents is 6A-10.033 FAC (Postsecondary Credit Definitions). One (1) college credit is based on the learning expected from the equivalent of fifteen (15) fifty-minute periods of classroom instruction; with credits for such things as laboratory instruction, internships, and clinical experience based on the proportion of direct instruction to the laboratory exercise, internship hours, or clinical practice hours.

B. Definitions: All courses offered at the College will be designated as one of the following:

1. Lecture**:** A lecture course is one in which the number of class hours (50-minutes each) 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. A lecture course shall meet for fifteen (15) fifty (50) minute sessions per credit hour.

2. 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. The ratio of credit hours to contact hours in a laboratory course varies but is usually more than one (1) contact hour per credit hour. Commonly denoted with an "L" designator.

3. Clinical: A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. . The ratio of credit hours to contact hours in a clinical course varies but is usually several contact hours per credit hour. 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 are 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.

4. Distance Learning**:** Distance learning is defined as a formal educational process in which the majority of the instruction (interaction between students and instructors and among students) in a course occurs when students and instructors are not in the same place. Instruction may be synchronous and/or asynchronous.

a. A distance learning course may employ correspondence study, or audio, video or computer technologies.

b. Distance learning includes those courses that are prepared by faculty and non-faculty members.

c. The instructor actively controls the amount and quantity 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.

d. 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 post-evaluation of student's work, which may include reading assignments, term papers, etcetera. This does not include the use of computers, e-mails or other electronic media as part of the instructional methodology for lecture, laboratory or clinical courses.

e. Online Sections may be considered as part of the faculty member's regular load.

f. A section will have a minimum of 15 enrolled (unless otherwise approved for a lesser number by the Campus Provost).

g. A section will have a maximum of 30 enrolled.

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 evaluation supplied by the clinical/worksite 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 worksite and faculty-of-record responsibilities, the portion of the course devoted to clinical/worksite responsibilities will receive clinical/worksite 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-half contact hour per week.

7. Ensemble Music Course**:** A student-performance-based music course in which multiple students are instructed within a classroom or rehearsal environment..

8. Workshop Course**:** A workshop course involves performance or practice taking place in a workshop, theatre, or studio environment.

9. Independent Study Course - An independent study course is one that has a college course prefix and number, utilizes a delivery method designed for one-on-one instruction, is a BCC established course, and complies with that course's approved description and objectives.

10. PSAV: Career credit is the type of credit assigned to courses or course equivalent learning that is part of an organized and specified program leading to a career certificate. It applies to postsecondary adult career courses. One (1) career credit is based on the learning expected from the equivalent of thirty (30) hours of instruction.

11. Combination: A course which combines lecture with either laboratory or clinical activities section. Commonly denoted with a "C" designator.

C. Value by Major Function

1. Lecture**:** One (1) lecture credit hour equals ten (10) points.

2. Laboratory**:** One (1) laboratory contact hour per week equals ten (10) points.

3. Clinical**:** One (1) clinical contact hour per week equals ten (10) points.

4. Distance Learning: One (1) distance learning instructional credit hour equals ten (10) 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 Number of Contact Hour Per Week	Number of Points Per Contact Hour	Maximum Total Points Paid to Faculty
1	1	8	8
2	2	8	16
3	3	8	24
4	4	8	32
5	5	8	40

6. Applied Music**:** An applied music instruction course taught by a full-time faculty member will be compensated at the rate of 5 load-points for each half hour of applied music instruction, not to exceed 40 points per term.

7. Ensemble Music Course**:** A course taught by a full-time faculty member will be compensated at the rate of ten (10) semester load points per 50-minutes of weekly instruction time.

8. Workshop Course**:** One (1) workshop contact hour per week equals eight (8) points.

9. Independent Study Course: For independent study assignments, a faculty member shall receive the equivalent of two overload-points per student, up to a maximum of 15 students, after which the 30 point maximum will be applicable without regard to the number of students.

10. PSAV: One (1) lecture or laboratory contact hour per week equals ten (10) points.

11. Combination: 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.

Section 8.10 – Meeting Load-Point Obligations

A. An instructional faculty member on a Basic Academic-Year Contract (165-days) will fulfill his/her contractual obligation by earning 300 load-points or its equivalent within the academic year. While the expectation is that a faculty member will teach 150 load-points in each of the Fall and Spring Terms to meet his/her obligation, the Administration shall consider a faculty member who has at least 144 load-points and not more than 154 load-points to have fulfilled his/her contractual obligation for the respective term. The supervising administrator, by mutual agreement with the faculty member, may elect to average the load-points over the two semesters allowing less than 150 points in one term provided that the total for the two semesters is 300. Extra compensation for all overloads is also subject to the overload compensation requirements of Section 8.11 below.

B. Except as specified in Section 8.10, A above, an instructional faculty member on an Extended Year Contract must earn 150 load-points or its equivalent in each of the Fall and Spring Terms and a minimum of ten (10) points per week in the summer.

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 8.3, C.

Section 8.11 – Faculty Overloads

Any bargaining unit member who desires an overload teaching assignment may submit a written request to the appropriate supervising administrator as applicable, with an informational copy to the Department Chair or Program Manager as appropriate, 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. Such requests by unit members will be fulfilled prior to making instructional assignments to adjunct faculty as provided below.

A. The Basic Academic-Year Contract requires the faculty member to teach 150 load-points in each of the Fall and Spring Terms. If a faculty member chooses to teach overloads as provided by the Contract, the faculty member will be compensated for overloads as provided in Article 14.

B. A faculty member on a Basic Academic-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.

1. If overloads are available within the discipline, a faculty member rated "Satisfactory" or better on his/her evaluation will be granted an overload of up to sixty (60) load-points by the supervising administrator.

2. Faculty members rated "Acceptable but needs some improvement" may be permitted to teach an overload; the decision 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 supervising administrator. If such an overload is granted, the overload shall not exceed sixty (60) overload-points.

C. Overload assignments within a discipline shall be distributed equitably by the supervising administrator among faculty with a "Satisfactory" or better evaluation who request an overload. Faculty members with a "Satisfactory" or better rating will receive preference over those with an "Acceptable but needs some 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 supervising administrator.

1. A full-time faculty member rated satisfactory shall have priority for sixty (60) load-points over all part-time faculty members on all campuses for an overload assignment during the Fall and Spring Terms and 120 overload-points/adjunct during the Summer session, which will be compensated at the overload rate.

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, which will be compensated at the overload rate.

3. Additionally, a tenured full-time faculty member rated satisfactory shall have priority for sixty (60) load-points over all non-tenured, full-time faculty on all campuses for an overload assignment during the Fall and Spring Terms and 60 overload-points/adjunct during the Summer session, which will be compensated at the overload rate.

4. All overloads and adjunct assignments taught will be covered by sick leave as specified in Article 12.1, *Sick Leave*, of this Agreement.

5. Extended-Year contractual faculty members who are (1) rated "Satisfactory" and (2) those rated "Acceptable but needs some improvement" who are permitted by supervising

administrators to teach overloads, will be compensated for all such overloads in the term in which they are taught at the overload rate.

D. 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 supervising administrator. The Board shall compensate the library and counseling faculty members for instructional overloads pursuant to Article 14 of this Agreement. Library and counseling faculty members will receive contracts for all teaching overload duties. If compensated for an overload, the individual remains responsible for those librarian/counselor duties as assigned by the supervising administrator.

Section 8.12 – Adjunct Instructional Assignments for Full-Time Faculty Members

A full-time faculty member who is completing or has completed his Basic Academic-Year contractual obligations prior to or during the Summer Term may also request to teach an adjunct teaching assignment within his/her discipline during the summer. To be eligible, the faculty member must be rated as set forth in Section 8.11, B, above. If the sections are available, a faculty member so rated, requesting an adjunct teaching assignment will be assigned up to 120 load-points at the established overload rate during the summer after all full-time faculty within the discipline have met their minimum contractual. If assigned, the following criteria shall apply to adjunct instructional duties:

A. A full-time instructional faculty member rated "Satisfactory" or better will have priority for adjunct instructional duties of up to 120 load-points over part-time faculty at all campuses

B. Faculty members rated "Acceptable but needs some improvement" may be permitted to teach overloads in the summer. The decisions as to whether they are eligible to teach an overload in the summer and, if eligible, the number of overload-points that can be taught are within the discretion of the immediate Supervising administrator. If such an overload is granted, it will not exceed 60 overload-points.

C. A faculty member may use accrued sick leave for an adjunct course(s). However, an adjunct assignment will not generate sick leave, except as provided for full-time faculty in Article 12.13.

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 by appointment for student consultations one (1) hour per week for each 30 overload-points or major portion thereof.

Section 8.13 – 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 College 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.

Section 8.14 – Faculty Members Accepting an Administrative Position

A. 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.

B. Reentry of tenured faculty currently in an Administrative Position:

1. Any tenured faculty member who is offered and accepts an administrative position 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 three (3) full years on an administrative assignment. 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 President of the College (or his/her designee) on or before February 15 immediately preceding the June 30 date set forth above, the faculty member will be determined to have voluntarily resigned as a faculty member and will therefore lose his/her tenure (continuing contract) status.

2. 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 at the sole discretion of the faculty member.

3. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 2.a. above will be paid at the rate on the Board-approved salary schedule which the employee would be receiving had the employee not been placed on Administrative Leave.

C. Re-entry of non-tenured faculty who accept an administrative position.

1. Any non-tenured faculty member who is offered and accepts a full-time administrative position at the College will be placed on Administrative Leave, removed from the faculty salary line, and placed on an administrative salary line. The tenure process shall be suspended for the duration of the Administrative Leave. The non-tenured faculty member may seek to re-enter the faculty under the conditions set forth below until June 30

following three (3) full years in an administrative position. The non-tenured faculty member must give written notice to the President of the College (or his/her designee) on or before February 15 immediately preceding the July 1 re-entry date of the desire to return to full-time 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.

2. 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.

3. 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 not been placed on Administrative Leave.

4. For a non-tenured faculty member currently in a full-time administrative position to return to faculty status, or for a non-tenured faculty member who accepts an administrative position but seeks to return to faculty status, the following conditions must be met:

a. A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.14; and

b. No faculty member in the discipline will be subject to RIF or is awaiting recall as per Article 10.

5. If there is no open new or vacant full-time faculty position for which the employee is qualified, then the employee may be awarded a one-year temporary full-time faculty position, providing that 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. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the Department Chairperson. If the employee is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

D. Non-Faculty Re-assignments

1. An employee who has never been a faculty member may be given a one-year temporary full-time faculty position with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

a. A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.14; and

b. No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.

2. 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, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

a. All credential requirements of the state and/or the regional accrediting agency 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. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the Department Chairperson. If the employee is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the entry salaries specified in Article 14.

E. Nothing in this Section will limit the right of the to assign administrative responsibilities to a full-time faculty member, nor will preclude the President (or his/her designee) from placing a full-time faculty member on a Extended-Year Contract or Twelve-Month Contract, and/or approving release time to the faculty member if applicable. For the duration of any such assignment by the President (or his/her designee), the full-time faculty member will retain faculty status and remain in the bargaining unit.

Section 8.15 – Department Chairpersons

A. Department Chairpersons serve as a liaison between the faculty and the administration, but neither have nor may exercise any supervisory responsibilities involving other College employees. Department Chairpersons are required to submit to the administration performance reviews of adjunct (part-time) faculty solely, but neither have nor may exercise any responsibilities for reviewing the performance of full-time faculty members. Other customary responsibilities of Department Chairpersons include (but are not necessarily limited to) participating in the development and maintenance of articulation agreements, drafting memoranda of understanding with outside agencies and professional organizations and coordinates class scheduling. They also assist full-time faculty with textbook adoptions,

equipment, class scheduling, and supply and facilities maintenance issues. They also assist the Provost with appointment and training of adjunct faculty. They will be required to work an additional five (5) days beyond the number required by their base contract.

B. Department Chairpersons will be selected for two-year terms. In March of the second year, all scheduled positions will be opened and posted internally by the appropriate Campus Provost (or his/her designee) utilizing College communication media. The Campus Provost (or his/her designee) will accept applications for the position from all interested full-time faculty members. Department Chairpersons should be tenured and have five years college-level teaching experience as of the application date for the position. Selection will be made by the Campus Provost (or his/her designee) no later than April 15. The parties agree that a Department Chairperson may be reappointed, and if a position opens, the notification and application process will be followed by the Campus Provost (or his/her designee).

C. The parties agree that a Campus Provost (or his/her designee) may choose to issue a temporary appointment, if necessary, pending the completion of the application/selection process.

D. Campus Provosts and Department Chairs will conform to the recommended Department Chair Responsibility List (see Appendix G).

E. Department Chairs will be scheduled for and maintain a 35-hour work week, and will be required to work a minimum of five (5) additional days beyond the number required by their base contract at their daily pay rate .

F. The parties recognize that the effectiveness of the department-chairperson structure requires systematic input from all faculty serving under the Chairperson. To assess this effectiveness, the Campus Provost (or his/her designee) will conduct an annual review of each Department Chairperson pursuant to Article 9.3 by requiring all full-time and part-time (adjunct) faculty in each Department to complete and return the assessment instrument which appears in the appendix. The purpose of the review is to assess the performance of the Department Chair and to suggest strategies for the continuous improvement of the Department.

Section 8.16 – Program Managers

A. Program Managers serve as a liaison between the faculty and the administration in Health Science and certain other programs, and but neither have nor may exercise any supervisory responsibilities over other employees. At the direction of the appropriate Campus Provost (or his/her designee), Program Managers may participate in performance reviews of part-time (but not full-time) faculty members, and may assist with the development of articulation agreements, memoranda of understanding between the College and outside agencies and professional organizations, and may provide assistance to the Campus Provost (or his/her designee) for the administrative coordination of class schedules, and the appointment and training of part-time (adjunct) faculty. Program Managers y will be required to work a minimum of an additional five (5) days beyond the number required by their base contract, at their daily pay rate.

Section 8.17 – Program Coordinators

Program Coordinators serve as a liaison between the full-time faculty and the administration. Program Coordinators have no supervisory responsibilities for other employees, programs or services. The Program Coordinator convenes faculty meetings (including adjunct faculty members) within the discipline to discuss both college-wide and academic discipline-related issues. The Program Coordinator will perform curricular reviews, assist faculty with the implementation of any changes in the academic-discipline curriculum, as well as changes in course-writing and instructional-delivery formats (including online and hybrid formats). Other responsibilities of Program Coordinators may include providing assistance to the Campus Provost (or his/her designee) for reviews of course content and adherence to the standards and criteria established by regional and/or professional accrediting agencies, and assisting with the facilitation of onsite visitations and inspections of academic programs and facilities by such agencies.

Section 8.18 – Curriculum Coordinators

Curriculum Coordinators serve as a liaison between the full-time faculty and the administration. Curriculum Coordinators have no supervisory responsibilities for other employees, programs or services. The Curriculum Coordinator convenes faculty meetings within the discipline to discuss both college-wide and discipline related items. These meetings include adjuncts. The Curriculum Coordinator will perform curriculum reviews, assist faculty with any changes in the discipline curriculum, and assists with course-writing and instructional-delivery formats (including online and hybrid formats).

Section 8.19 – Substitute Teaching

A. Upon the approval of the Campus Provost (or his/her designee), each instructional faculty member may arrange for a substitute instructor from within the College faculty to be available on a temporarily basis in the event the faculty member is absent for any reason.

B. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the Campus Provost (or his/her designee) with an information-only copy to the Department Chairperson showing a substitute instructor for each assigned section. It will be the responsibility of the unit member to notify the approved substitute instructor(s) and the Campus Provost (or his/her designee) regarding any absences, whether planned or unplanned, unless circumstances beyond the control of the unit member prevent him/her from providing such notice. In cases of unplanned absences on the part of a unit member, the Campus Provost (or his/her designee) may assist in the notification of substitute instructor(s).

C. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to provide such service provided that no conflict in class schedules occurs as a consequence of the substitution. The parties recognize that in some infrequent instances, if the approved by the Campus Provost (or his/her designee), special class work may be assigned to students during an instructor's absence, and that in such instances the services of a substitute instructor may not be required.

D. When an exchange of time is not practicable between qualified substitutes, the College will compensate the substitute faculty member for the temporary assignment in accordance with the agreed upon rate as specified in Article 14. If the faculty member teaches as a substitute in excess of two (2) consecutive weeks during the term, the administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14.6. Time spent in serving as a paid substitute cannot be credited towards the 35 hour faculty work-week obligation of all full-time faculty members.

Section 8.20 – Working Conditions and Environment

A. Recognizing the importance of a safe and healthful work place, the Board agrees to make reasonable efforts to insure that such conditions conform to applicable statutes.

B. The Board and BCC's administration will support and assist faculty members in dealing with inappropriate student behavior, including assaults, batteries, or threats of bodily harm, but within the parameters of applicable laws and regulations. A faculty member shall immediately report to College Security, and to the campus administration when feasible, any work-related incident that involves an assault upon his/her person, and/or the threat of bodily harm, while in the performance of College-assigned duties. Any faculty member who sustains an injury as a result of such incidents will not be required to utilize accumulated sick leave for absence from his/her College-assigned duties. This provision does not imply, however, that the Board nor the administration of the College will provide legal counsel or otherwise defray or reimburse faculty members for expenses incurred in such instances.

C. Disruptive Behavior: A faculty member may temporarily dismiss a student from class for disruptive behavior. A faculty member may request to the Campus Provost (or his/her designee) that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with the teaching and learning processes will be removed from a course. At the faculty member's request, his/her supervising administrator will schedule a meeting with the instructor and the student to attempt to reach an accord satisfactory to both parties prior to the student's return to the class. If the student and the faculty member cannot reach such an accord, the Campus Provost (or his/her designee) will officially notify the student of his rights as provided in the pertinent procedures and rules published by the College. If, in the opinion of the College administration, the student's behavior violates F.S. 877.13, the student may be withdrawn, or, at the discretion of the administration, may be transferred to another section taught by a different faculty member.

Section 8.21 – Duplication Facilities

The Administration shall provide regular access to duplication equipment 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 faculty member members. The Administration shall permit the faculty member to oversee the duplication of his/her examinations.

Section 8.22 – Grading System

Every faculty member will develop and provide notification to his/her students, through the required syllabus for each course, of the grading system which the faculty member intends to utilize to assess student performance in the course. Such grading systems must be consistent with the existing grading systems established by the College. During the first meeting of each course or section, the faculty member assigned to teach the course is required to explain his/her grading system to the students enrolled in the course or section. By the conclusion of the second week of class, the faculty member is required to distribute a copy of the grading system to his/her students. Any modifications to this grading system which the faculty member deems warranted must be distributed to the students in writing. A student's grade shall not be altered or changed without the approval of the faculty member who assigned the grade. 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.

Section 8.23 – Class Observations

The administration will collaborate with faculty members to arrange times and dates for classroom observations so as to minimize any disruptions to the teaching and learning processes. A faculty member's class cannot be observed by persons other than the appropriate College administrator(s), unless prior notice has been given to the faculty member and has been approved by the Campus Provost (or his/her designee). This provision will not apply to class observations in courses or programs which are funded by a non-College source, which may include grants or other monetary awards which require such class observations.

ARTICLE 9: FACULTY EVALUATION

Section 9.1 – Intent

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.

A. The purpose of faculty evaluation is to promote the highest quality student instruction and faculty job performance by assuring opportunities for evaluation, self-assessment, and encouragement of continued professional growth and development. Evaluations shall not be used as a disciplinary tool.

B. The Administration shall not assign the evaluation of faculty members to Program Managers and/or department chairs who are members of the same bargaining unit.

C. If an annual administrative review is not rendered on any unit member, the unit member may, prior to March 1 of each academic year, request such a review and the Administration will comply. The review will be for the academic year and the forms and procedures followed will be those here and in the Appendix.

Section 9.2 – Faculty evaluations consist of the following:

- Evaluation Performance Review (to be conducted by administrative supervisor)
  - Formal observation
  - Pre-Evaluation Conference (optional for tenured faculty)
  - Written evaluation to include documentation on the formal observation and the extent to which primary and professional responsibilities are met and the Faculty Development, Self-Assessment, and Goals Setting Report
  - Post-Evaluation Conference
  - Faculty response (optional)
- Student Opinion Surveys

A. Evaluation Performance Review (to be conducted by the supervising administrator): The Faculty Evaluation Process is used for evaluation of instructional faculty, librarians, and counselors. Components include a self-appraisal, observation by the supervising administrator or designee per Article 9.1,B above, setting of future goals, strengths, weaknesses, overall rating, and summary of progress toward previous goals. All evaluations of instructional faculty shall also include student opinion surveys and shall be reviewed by the Campus Provost. Faculty evaluations shall be completed once every three years. However, an evaluation of a faculty member may be completed more often at the request of the faculty member, or following a less-than-satisfactory evaluation.

During the first semester and periodically thereafter, faculty performance is reviewed by faculty supervisors following the administrative and instructional processes as enumerated on the Faculty Evaluation of Instruction Performance Review (See Appendix).

The actual evaluation will consist of the following steps:

1. Formal Observations: The supervising administrator, or designee per Article 9.1,B above, for each full-time faculty member in the department may conduct one or more classroom visitations each year. The supervising administrator for each library and counselor faculty may conduct one or more visitations in the faculty member's workplace each year. The observation should be at least one contact hour in duration. No formal observation of a faculty member shall be conducted covertly or without prior notice. Faculty teaching distance learning courses will provide the supervising administrator with "student level" access to their course(s) upon request for evaluation purposes.

2. Evaluation Objectives: Prior to the first evaluation in an academic year, non-tenured faculty members shall be apprised of the objectives, methods and materials being used in the formal observation and evaluation of the faculty member's performance.

3. Written Evaluation: The faculty member's supervising administrator or Provost shall formally evaluate the faculty member's performance using the Faculty Evaluation Performance Review form.

a. For all non-tenured faculty members, the first evaluation of a faculty member shall occur within the first two-thirds of each term of an academic year.

b. Each non-tenured faculty member may be evaluated twice a year in each of the semesters taught on contract. The completed written evaluation must be returned to the non-tenured faculty within five (5) weeks of the observation.

c. Supervising administrators and the faculty member will determine, by mutual agreement, the annual goals of non-tenured faculty.

d. For tenured faculty, a formal evaluation will take place at least once every three (3) years during a major term or during the Summer Term if on full-time status. The completed written evaluation will be returned to the faculty member within five (5) weeks of the observation.

e. The faculty member's performance will be considered "Satisfactory" for that evaluation period if the supervising administrator elects not to evaluate a faculty member as required by this contract.

f. The overall evaluation process shall result in an evaluation as either "Unsatisfactory", "Acceptable but needs improvement", "Satisfactory", or "Outstanding".

4. Post-Evaluation Conference: The faculty member's supervising administrator 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 conference will include a discussion about goals and self-assessment, which will be added to the Faculty Development, Self-Assessment, and Goal Setting Report (included in the evaluation form). The Faculty Evaluation Performance Review form and any addenda shall be signed by both the faculty member and his/her supervising administrator. 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.

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 deficiencies in his professional performance.

5. Faculty Response: A faculty member who considers the Faculty Evaluation Performance Review form to be incomplete, inaccurate, unjust, or based on factual errors shall have the right to respond as appropriate.

a. Written Response: The faculty member may attach a written response to the Faculty Evaluation Performance Review form within eight (8) working days of the Post-Evaluation Conference. The faculty member's supervising administrator 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 filing a grievance or complaint of a contract violation in the evaluation process.

b. Appeal of an Evaluation: A faculty member who receives less than a "Satisfactory" evaluation and disagrees with the factual contents of the Faculty Evaluation Performance Review form, or, who claims the Administrator failed to follow evaluation procedures, shall have the right to file a grievance as outlined in Article 16 of this Agreement. If the grievance relates to the factual content of the evaluation, the administration shall demonstrate that the factual content of the evaluation is correct. Such a grievance shall not be arbitrable.

B. Student Opinion Surveys: Students shall complete a student opinion survey questionnaire for instructional faculty members each fall and spring term on the Student Opinion Survey of Full-Time Faculty (See Appendix M), or on any mutually agreed upon replacement questionnaire, at approximately the midpoint of two of the courses taught during the semester.

1. Student opinion surveys shall be completed in at least two sections per term. The instructor may choose one of the sections to conduct the survey. If the faculty member is teaching lecture, laboratory, clinical, or distance learning courses, one of the evaluated courses should be didactic and the other should be either laboratory, clinical, or distance learning.

2. Student surveys should be scheduled for approximately two-thirds to three-fourths of the way through the term.

3. Where feasible, a faculty member other than the course instructor will administer the student surveys of instruction, and the course instructor will not be present during the process. This will be considered a normal faculty duty. The faculty member administering the surveys will remain in the classroom during the process, designate a student to collect the completed surveys, seal them in an envelope, and deliver them to the immediate supervisor's office.

4. The supervising administrator and the faculty member may mutually agree to forego the student surveys in any given semester. The decision will be made not later than the mid-point of the term.

5. This questionnaire is to be utilized by the faculty member for improvements in his performance and in the course. The supervising administrator may elect to review and discuss recent student surveys with the faculty member. The Student Opinion Surveys will be returned to the faculty member after grades are submitted, and no copies will be filed in the faculty member's personnel file, except that copies of the student surveys will be retained for non-tenured faculty members for use in the tenure process. Upon completion of the tenure process, the surveys will be removed and returned to the faculty member.

6. Results of the student surveys may be used by the faculty member's supervising administrator in conducting and preparing the Instructional Faculty Evaluation Performance Review (Appendix B). Items 1 through 16, or any mutually agreed upon revisions of these items, will be considered on the Student Opinion Survey Form currently in use. If a trend in responses suggests a less than "Satisfactory" performance, the supervising administrator conducting the faculty member's evaluation may use such responses under "Other supervising administrator comments" in the evaluation. The supervising administrator may also write positive comments on the Faculty Evaluation Performance Review in the "Other supervising administrator comments" section based on student evaluations.

7. Instructional faculty teaching distance learning courses will be surveyed by students through an online survey instrument. The process used to administer the online survey, gather data, and retain evaluation feedback will follow the same guidelines as set forth in the preceding paragraph. Students will be provided a secure Web-based interface in which to complete surveys anonymously and without replication. This interface will be accessible only to students enrolled in the course at the time of the survey. Faculty will be provided with a report summarizing student responses and feedback for the selected course section(s).

C. Deficiencies: Where appropriate, the Administration will identify any deficiencies and provide suggestions, professional development opportunities, 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 supervising administrator or at the request of the faculty member and in accordance with the requirements outlined in this Article.

D. In completing the appropriate Faculty Evaluation Performance Review form, the faculty member's supervising administrator shall complete the appropriate sections of the form to ensure the following.

1. The notification of the faculty member if deficiencies exist that require correction,

2. An explanation of any deficiencies as noted and the expected improvement,

3. If deficiencies are noted, the assistance that the Administration will provide to enable the faculty member to improve performance, and

4. The timeframe established to demonstrate improvements.

Section 9.3 – Evaluation of Department Chairs and Program Managers,

A. Department Chairs and Program Managers shall be evaluated annually by both the full-time faculty in the department and the supervising administrator in their role as Department Chair or Program Manager. The purpose of the review is to strengthen the department, assess performance and suggest new strategies for department development.

1. The faculty will use the Faculty Department Chair Evaluation Form in the Appendix and will be focused on teamwork and collegiality.

2. In those programs that have only one full-time faculty member, program adjunct faculty members and the other chairs and/or managers under the supervising administrator may perform the faculty evaluation portion using the same Faculty Department Chair Evaluation Form in the Appendix.

3. Provost evaluation of the Department Chair will be based on goal achievement, performance of duties and participation in department and Campus meetings.

ARTICLE 10: PROFESSIONAL DEVELOPMENT

Section 10.1. – Intent

The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Minimum professional standards for the maintenance of continuing contract shall be negotiated through the collective bargaining process. The responsibility for meeting these standards rests solely with the individual faculty member.

Section 10.2 – Opportunities

The College agrees to sponsor programs, seminars, and courses that may earn graduate credit or institutional credit during in-service days and other times throughout the year. Faculty members may complete such College-sponsored development opportunities, undergraduate or graduate college-credit courses and/or programs, occupational and/or professional continuing education courses or programs, professional conferences, and community service, or any combination to satisfy professional development requirements as specified in this Article.

Section 10.3 – Faculty Development Cycle

Faculty may select either a three (3) or six (6) year faculty development cycle.

A. Faculty opting for the three (3) year cycle must select three (3) activities from at least two (2) of the three (3) categories identified in Appendix N. Activities must be completed within the faculty member's professional development cycle. These categories are recommendations and are not all inclusive.

B. Faculty opting for the six (6) year cycle will follow the professional guidelines outlined below. Faculty must complete one (1) of the following requirements:

- six graduate credit hours (any combination of graduate credit totaling six (6) hours)
- three (3) graduate credit hours and publication of scholarly research in a refereed journal or textbook

Section 10.4 – Non-Tenured Faculty Development

A. Upon hire, a new faculty member must attend a College Pre-Employment orientation not to exceed two (2) days. When possible, this will be offered prior to the first in-service day of the

academic term. Participation in this orientation is not counted towards the faculty development requirement below. If the new faculty member is unable to attend the scheduled orientation, the supervising administrator must work with the faculty member to provide the academic information covered at the orientation, and the faculty member must reschedule the human resources portion of the orientation.

B. Beginning in 2010, faculty members on an annual contract must complete the faculty development program prior to award of tenure in the following manner:

1. The Tenure-Promotion Committee shall develop a new faculty member professional development program for use beginning in Fall, 2010.

2. The professional development program shall incorporate the following:

a. New Faculty Mentoring Program

b. Teaching in a higher education institution.

Section 10.5 – Expenditure of Funds

Except as provided for in Article 10.4,B, no College funds will be specifically allocated to support professional development activities, however, activities which qualify for funding under other college programs (tuition, reimbursement, extended professional leave, etc.) may be used for credit, provided that advance approval is secured.

ARTICLE 11: TENURE, PROMOTION, AND RANK

Section 11.1– Tenure (Continuing Contract)

A. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members who have completed three (3) or four (4) years of satisfactory faculty service and professional development at Brevard Community College during a period not in excess of five (5) successive years with such service being continuous except for leave duly authorized and granted. Time shall be counted starting from the beginning of their first Fall Term.

B. All continuing contracts issued shall be based upon

1. Satisfactory service performed in a full-time faculty position and shall be subject to all other requirements and provisions imposed by applicable Florida law or regulation.

2. Satisfactory completion of a tenure portfolio which shall include, at a minimum, the following.

a. Regular professional self-assessment information.

b. Inclusion of student opinion surveys for each section taught in the first five (5) semesters as part of their full time faculty load (if applicable) pursuant to Article 9, Section 9.2, B

c. Documented evidence of significant and ongoing contribution and/or participation in Professional Development activities as listed below in Section 11.2 following the three (3) year cycle guidelines.

d. Documented evidence of contributions to the faculty member's academic unit (program, department/unit, campus/unit).

3. Unanimous recommendation by a faculty Campus Tenure Committee

a. Committee membership will be comprised of the candidate's Department Chair and/or Program Manager (if applicable)(and neither of whom will be the chairperson of this committee), 3 – 5 tenured faculty in that discipline or closely related discipline if necessary, chosen by the Department Chair and/or Program Manager. The committee shall select their own chairperson.

b. A Librarian candidate's campus committee will be comprised of the other Librarians on the candidate's campus plus 3 other Librarians.

c. Campus Tenure Committee may review copies of the administrative evaluations, student opinion surveys, and tenure portfolio.

d. If the committee recommends tenure, then the chairperson of the Campus Tenure Committee will prepare a letter to the College wide Tenure Committee recommending the candidate for tenure.

e. A quorum (at least fifty-percent plus one) must be present for committees to take action.

4. Recommendation by a faculty College-wide Tenure Committee

a. The College-wide Tenure Committee will review all tenure applicants recommended by all Campus Tenure Committees

b. The committee will be composed of up to a maximum of nine (9) and a minimum of five (5) tenured faculty members.

c. Committee members, shall be selected annually by the Campus Provosts from tenured faculty volunteers, from a variety of disciplines.

d. A quorum (at least fifty-percent plus one) must be present for committees to take action.

5. Recommendation by the Supervising Administrator or Provost.

6. The candidate must be recommended for tenure by the Campus Tenure Committee, the College-wide Tenure Committee, and the Supervising Administrator or Provost, before the candidate's name can be sent to the College President for approval.

C. Tenure Timeline

1. By May 1 of the candidate's second year, the candidate must notify the College of his/her intent to apply for tenure during the Fall Term of the third year or the Fall Term of the fourth year.

2. The candidate will be considered for tenure during the Spring Term of the third or fourth year of service to the College as determined by the candidate in his second year.

3. By October 1 of the Fall Term of the candidate's third or fourth year, the candidate must submit an application for tenure and an authorization for tenure committees to review limited access files to the immediate supervising administrator.

4. By January 10, of the Spring Term of the year of tenure consideration, the candidate must submit the tenure portfolio to his/her immediate supervising administrator

5. By January 20, the Supervising Administrator will present the portfolio, the student opinion surveys, and the three administrative annual evaluations to the candidate's Campus Tenure Committee.

6. By February 1, the Campus Tenure Committees must have met and made recommendations to the College-wide Tenure Committee and copied to the Provost.

7. By February 21, the College-wide Tenure Committee must have met and made recommendations to the College President

8. Supervising Administrator, Campus Provost, and College President must have made their recommendations in time for the March Board of Trustees meeting.

D. Candidates not approved for Tenure must be notified by the Administration by April 1 of non-renewal of their contract.

E. The non-renewal of an annual contract or denial of tenure shall not entitle the person to reasons for such actions or to follow the grievance procedures, or to a hearing (ie., DOAH or arbitration). However, this shall not preclude the use of the grievance procedure to determine whether the process and procedures were followed.

F. All continuing contracts issued shall be based on satisfactory service performed in a full time faculty position and shall be subject to all other requirements and provisions imposed by law or regulation.

G. The parties recognize and subscribe to the appropriate policy of the Board of Trustees Policy Governance Manual and to the supporting section of the College Operational Procedures Manual as the basic policy and procedure for administration of maintenance of continuing contract as it pertains to unit members. However, in the event a conflict occurs, this agreement shall be the controlling document.

Section 11.2 – Maintenance of Continuing Contract

A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Although the College and UFF-Brevard shall jointly set the minimum professional standards for the maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member. The College agrees to sponsor programs, seminars, and courses that earn graduate credit or institutional credit. As described in the appropriate Board Policy and Operational Procedure, both course credit hours and non-credit units or a combination of the two may be used to satisfy this requirement.

B. The maintenance of continuing contract period is a six (6)-year or three (3)-year period as provided in Article 10 – Professional Development..

C. For maintenance of continuing contract, during the third-year of the three (3)-year period, or sixth (6th) year of the six-year period, whichever is appropriate, the Faculty member will request prior approval of proposed course work, publications or seminars. For the first five years, the faculty member may request approval at anytime during those five years for proposed or recently completed course work, publications or seminars. All requests shall be made through the College-wide Professional Development Committee. The committee function, structure, role, responsibilities, policies, and procedures will be mutually agreed and established in the Appendices of this agreement.

D. No College funds will be specifically allocated to support maintenance of continuing contract activities, however, activities which qualify for funding under other college programs (tuition reimbursement, sabbatical, etc.) may be used for credit, provided that advance approval is secured.

E. In the contract year following the completion of the requirements for each 6-year period, unit members will receive a supplemental payment as specified in Article 14, Economics, for each full credit hour or non-credit unit completed in excess of the six credits or units required for maintenance of continuing contract..

F. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave, when requested in advance by faculty members to take examinations, defend dissertations, or make presentations, will not be unreasonably denied.

Section 11.3 – Promotion

A. The highest degree earned by a faculty member shall be one of the criteria used for determination of both placement in the salary schedule (pursuant to Article 14) and professional rank (or title, pursuant to Article 11.3).

B. After initial placement in the salary schedule, faculty members who attain additional college credit and/or degrees may apply for promotion in pay grade/category as reflected in Appendix D – Minimum Salary Schedule. Faculty members who meet the minimum qualifications approved by the College and who meet the following criteria shall be promoted to a higher salary grade/category. It shall be the responsibility of the faculty member to notify the Administration regarding the earning of additional credits.

1. The faculty member must obtain the specified number of 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 or in education.

B. Master's Degree Credits – A Master's pay grade will be awarded to a faculty member who has earned a Master's degree consisting of at least thirty (30) semester hours but less than sixty (60) semester credit hours of graduate credits.

C. Master's + 30 Graduate Credits – A Master's + 30 pay grade will be awarded to a faculty member who has earned a Master's degree and at least thirty (30) semester hours of additional upper division or graduate credits in his field or in those areas directly related to or which enhance classroom instruction. A Master's + 30 pay grade will also be awarded to a faculty member who has earned a Master's degree consisting of at least sixty (60) semester credit hours.

D. Master's + 60 Graduate Credits – A Master's + 60 pay grade will be awarded to a faculty member who has earned a Master's degree consisting of at least sixty (60) semester credit hours and at least thirty (30) semester hours of additional upper division or graduate credits in his field or in those areas directly related to or which enhance classroom instruction.

E. For the purposes of rank/title, in those fields where a terminal degree is less than a doctorate (such as a Master of Fine Arts, Master's degree in Library Science or Library and Information Sciences, or Master of Professional Studies degrees) the terminal degree shall entitle the faculty member to special consideration as identified in the table below.

F. To be eligible for a promotion in salary or rank, a faculty member must have earned a "Satisfactory" or better on at least two (2) evaluations in the previous five (5) years with a "Satisfactory" or better on the most recent evaluation.

G. Salary increases and promotions to a higher salary grade shall be effective at the beginning of the next academic term after that in which the faculty member submitted a completed application with appropriate documentation of the credits earned.

H. Compensation for promotion in salary grade is detailed in Article 14 – Salaries and Compensation.

Section 11.4 – Rank (Title)

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 - in the following table, years of service statements refer to minimum years of service.

a. All degrees and hours must be from regionally accredited institutions or their equivalents.

b. Up to ten years prior college-level or university-level faculty experience may be substituted for BCC faculty experience on a 2:1 ratio with every two-years prior experience substituting for one year BCC experience.

INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
All non-tenured, full-time faculty will hold the rank of Instructor.	Doctorate, upon award of tenure.	Doctorate with 5 years full-time faculty experience at BCC	Doctorate with 8 years full-time faculty experience at BCC
	Master's + 60, award of tenure, and 4 years full-time faculty experience at BCC	Master's + 60 with 6 years full-time faculty experience at BCC	Master's +60, with 9 years full-time faculty experience at BCC
	Master's +30, or terminal degree, award of tenure, and 5 years full-time faculty experience at BCC	Master's + 30, or terminal degree, with 8 years full-time faculty experience at BCC	Master's +30, or terminal degree, with 10 years full-time faculty experience at BCC
	Master's degree, award of tenure, and 6 or more years full-time faculty experience at BCC	Master's degree, with 9 years full-time faculty experience at BCC	
	Bachelors degree, award of tenure, and 8 or more years full-time faculty experience at BCC		

2. Evaluation – To be eligible for a promotion in rank (or title), a faculty member must have earned a "Satisfactory" or better on at least two (2) evaluations in the previous five (5) years with a "Satisfactory" or better on the most recent evaluation.

3. Contributions and/or Participation – The faculty member must present documented evidence of significant continuing contribution and/or participation in at least three (3) of the following areas, one of which must be professional development activities. Copies of Faculty Development and Self-Assessment reports, as submitted during the evaluation and self-assessment process, and signed by the appropriate administrative supervisor, are appropriate evidence. The responsibility for meeting these criteria rests solely with the individual faculty member.

a. Participation in College or educational committees;

b. Participation in community groups or projects;

c. Contributions to the profession (such as conference presentations, professional publications, professional organization memberships and activities, grant writing);

d. Participation in professional development activities.

4. Peer Recommendation – The faculty member must be recommended by two peer members (who may be inter-disciplinary).

B. The faculty member who satisfies the criteria set forth in A, 1 through 4 above may apply for academic rank promotion on the appropriate form (Appendix O).

1. The request with appropriate documentation of attainment of items A.1-3 above shall be presented to the Campus Provost for verification.

2. Pursuant to Article 6.16, a sub-committee composed of at least four (4) tenured faculty members will review the applications for professional rank and make recommendations to the College President.

C. The College President may request special consideration of rank for one candidate per year, or more upon mutual agreement, based upon experience and service prior to employment at BCC.

1. The request with appropriate documentation of prior experience, service, and commitment as appropriate to 11.4.B above shall be submitted to the appropriate Campus Provost for verification and recommendation to the College President.

2. Pursuant to Article 6.16, a sub-committee composed of at least four (4) tenured faculty members will review the application for special consideration of professional rank and make recommendations to the College President.

D. No College funds will be specifically allocated to support professional rank; 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. College President's Approval – The faculty member's promotion must be approved by the College President.

F. Compensation for promotion in rank is detailed in Article 14 – Salaries and Compensation.

ARTICLE 12: LEAVE

Section 12.1 – Authorization for Leave

A. Employee absences must be duly authorized by the appropriate supervising administrator and subsequently reported and recorded. An employee whose absence does not meet this criteria or an employee who fails to return to the assigned work place in a timely fashion will forfeit compensation for the time away from duty and may be subject to disciplinary action pursuant to Article 17.

B. Types of Leave

- Administrative Leave: for faculty, with no change in contract status, temporarily serving in an administrative role;
- Childbirth/Adoption of Infant Leave: employee may make use of accumulated sick leave, vacation leave, or personal leave without pay;
- Court Duty/Jury Duty: jury duty or subpoenaed as a witness;
- Domestic Violence Leave: for employee or immediate family member when a victim of domestic violence;
- Emergency Leave: for civil or natural disasters or for national or state mourning;
- Family Medical Leave Act (FMLA): grants an eligible employee up to a total of 12 work weeks of unpaid leave during a 12-month period;
- Line-of-Duty Leave: off-site duty assignment;
- Military Leave: for mandatory military, National Guard or reserve duty;
- Personal Leave: four days a year with pay and up to 90 days a year without pay;
- Professional Leave: with or without pay, for personal educational goals;
- Extended Professional Leave: with pay, with educational benefits accruing to the College;
- Sick Leave: covers employee (and family) sickness and emergencies;
- Vacation Leave: for 12-month employees;
- Workers' Compensation Sick Leave: sick leave for job-related illness or injury.

C. Absence Without Leave / Job Abandonment. An employee who is willfully absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position. An employee of the College who is willfully absent from duty without leave for any length of time shall forfeit compensation for the time of such absence and shall be subject to disciplinary action pursuant to Article 17.

D. Return to Work After Leave

In the event that the College reassigns the duties of a faculty member on leave, the faculty member must provide written notice of intent to return to work at least fifteen (15) days prior to the date of leave termination.

Section 12.2 – Administrative Leave

A full-time faculty member may be granted up to four (4) years of administrative leave in order to accept an administrative assignment at the College pursuant to Article 8.14.

Section 12.3 – Childbirth/Adoption of Infant Leave

A. A full-time faculty member may be granted up to six (6) months leave for the birth or adoption of an infant as provided for employees of the College. Also refer to Section 12.7 – Family Medical Leave

B. The employee is authorized to use accumulated vacation leave, sick leave, and/or personal leave with or without pay to cover any or all of the leave time. Once the paid leave has been exhausted, the employee will be placed on personal leave without pay.

C. Sick leave pool days may not be used to cover any of the leave time for childbirth or the adoption of an infant, unless there is a related health condition. See Section 12.13 – Sick Leave.

D. Request for childbirth/adoption leave should be submitted thirty (30) calendar days before the expected start of the leave, but in any event shall be submitted as early as practible. The Office of Human Resources will subsequently enter the actual initial date of the leave in the appropriate records.

Section 12.4 – Court Duty/Jury Duty

A. A full-time employee who is called to serve on a jury panel, or who is subpoenaed as a witness in a criminal or civil case, or is required to appear in court, on a BCC-related matter, shall be granted leave of absence with pay for the duration of the required service in court.

B. Personal leave or vacation leave may be granted to an employee for voluntary and/or non-BCC-related appearances, unless the employee wishes to use personal leave or vacation leave

C. When requesting court duty/jury duty leave, a full-time employee must submit a written leave request form and attach a summons copy prior to the leave and a jury attendance certification form(s) once the court duty has been completed.

D. Any fees paid by the court to the faculty member for travel or expenses shall be retained by the faculty member.

Section 12.5 – Domestic Violence Leave

A. Employees may be granted up to three (3) days of unpaid leave in any twelve (12) month period if the employee or family or household member of an employee is the victim of domestic violence, sexual assault, or stalking. Before receiving this leave, all annual vacation leave, personal leave and sick leave must be exhausted.

Domestic violence leave may be used to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in case of repeat violence, dating violence, or sexual violence;

2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;

3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;

4. Make employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

5. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

B. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing in or have in the past resided in the same single dwelling unit.

C. Except in cases of imminent danger to the health or safety of the employee or family or household member, the employee should give as much advance notice as is possible, no later than the end of the first day that the employee takes such leave.

D. All requests and documentation relating to domestic violence leave will be kept confidential and will not be included in the employee's personnel file. The employee should contact the Human Resources Office for guidance and provide verification documentation which may include copies of restraining orders, police reports, orders to appear in court, etc.

Section 12.6 – Emergency Leave

A. An emergency leave of absence requested by an employee may be charged to personal leave, vacation leave, or sick leave, depending upon the circumstance for the emergency. The length of the paid emergency leave will depend upon the employee's specific leave accrual amounts.

B. The President may release students and employees for national or state mourning or for civil or natural disasters and emergencies, such as severe weather, which could threaten public safety.

The Campus Provost may also release campus students and employees in the event of a localized emergency, such as power failure.

This released time is not charged against an employee's leave time. The President, or his designee, may establish policies and procedures to implement release of employees for a College or Campus emergency.

Section 12.7 – Family Medical Leave Act (FMLA)

A. The faculty member's and the College's and Board's rights and obligations under the Family Medical Leave Act will be determined by statute, applicable regulations, and court interpretations under the Act except that the College may establish, through administrative procedure, benefits greater than those available under such statute, regulation, or court interpretation. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. The administrative procedure applicable to faculty members will be the same as the procedure applicable to all other employees.

Section 12.8 – Line-of-Duty Leave

A. The President or appropriate administrator may authorize an employee to be temporarily absent from regular duties and/or home campus for the purpose of representing the College or performing services for the College.

The employee must submit a written request form with reason for leave and attach detailed information, such as hotel occupancy, travel method, meals, etc.

Section 12.9 – Military Leave

A. The President, or his designee, may establish policies and procedures to provide military leave for faculty members conforming to the Uniformed Services Employment and Reemployment Rights Act (USERRA). However, the College may provide benefits greater than those required under the act.

B. Reserve Duty. Leave with pay for an employee on military leave is limited to a period not to exceed 17 working days in any one calendar year.

C. Active Duty. The active military service period begins with the date of entrance and terminates with death or a date that is 30 days immediately succeeding the date of release or discharge from active military service, whichever shall occur first.

Employees who are ordered to active duty will be granted a Leave of Absence from their respective office and duties and will receive the following benefits per active duty assignment:

1. Full pay for the first 17 days;

2. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, they may be required to

pay up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed.

3. Entitlement to the same rights and privileges as an employee granted other types of leaves of absences;

4. All unused leave benefits will be retained by employees and balances will be credited to their records upon return to their positions;

D. Leave Accrual. Vacation and sick days do not accrue, but the time served on active duty does count toward determining an employee's earning rate upon return from active duty. Military leave does count toward time accrual for service awards.

Full-time faculty members who enter active military service with approval to be reinstated at the College will be considered to be on Military Leave and the salary of an employee returning from Military Leave will not reflect an absence from the College.

If, due to medical or disability status, military-related use of FMLA is required, refer to the appropriate procedures.

Section 12.10 – Personal Leave With Pay

A. Eligibility. A full-time employee is entitled to four (4) days of "personal leave" during each fiscal year for personal or emergency reasons. The Personal Leave balance that is reset for each full-time employee at the beginning of each fiscal year will be charged to the employee's unused sick leave and will not accumulate from year to year.

B. Submission. Requests for personal leave by full-time faculty must be submitted for supervisor approval on the appropriate leave request form prior to the date of the requested leave. Except in cases of unusual circumstances, the immediate supervisor will approve the request.

Section 12.11 – Personal Leave Without Pay

A. Eligibility. Full-time faculty members (who have been employed in a regular position consecutively for at least one year) may request approval from the appropriate administrator for a maximum of 90 days of personal leave without pay for the purposes of:

- personal development
- improving work skills
- emergency situations
- personal leave without pay for longer durations may be granted by the President for illness or for special circumstances

B. Limitations. A faculty member granted personal leave without pay for a period up to one (1) semester shall retain his/her same position on the same campus. When an employee is granted personal leave without pay, for more than one (1) semester, there is no guarantee that, upon termination of the leave, the employee will return to the same College location or position.

Requests for personal leave without pay over 30 days must be approved either by the appropriate Vice President or by the President.

C. Leave Accrual. Extended personal leave without pay does not count toward accumulation of service time for FRS, service awards, or sick and vacation leave accruals. It does count, however, toward time accrual for service awards.

Section 12.12 – Professional Leave With Pay

A. General Guidelines. Professional leave requests will be considered for a maximum of one year at a time when the requesting employee has been satisfactorily employed consecutively for at least one year. Professional leave (with or without pay) is defined as leave granted to a faculty member, administrator, or staff employee in order to engage in educational activities which will result in a benefit to the employee, and incidentally, to the institution.

Justification for the leave should be included on the supporting leave request form.

Appropriate activities for professional leave might include:

- Graduate study in field of specialty;
- Attendance at workshops, seminars in specialty field;
- Study to expand scope of professional areas;
- Other professionally enriching experiences.

When an employee is granted professional leave for up to one (1) year, the employee shall be returned to their same position on the same campus.

The President, or designee, may establish procedures for professional leave.

B. Short-Term Professional Leave with Pay. Short-term summer professional leave with pay may be granted to College personnel when such leave will enhance their educational effectiveness, improve College programs, or generally support the best interest of the College. Types of learning experiences which may be considered for approval under this program include attending colleges, universities, private and industry-related technological schools; participating in "on-the-job" training opportunities in government agencies or industry; or other academic research, course development, and publications. Funding will be for salary only.

Eligibility. Employees with three years continuous full-time satisfactory service at Brevard Community College may request a short-term summer professional leave with pay for up to eight weeks.

C. Extended Professional Leave with Pay. Extended professional leave with pay may be granted to an employee when such leave will enhance the employee's educational effectiveness, improve College programs, or generally support the best interest of the College or its educational programs.

Eligibility. Employees with three continuous years of satisfactory, full-time service at BCC are eligible for extended professional leave for a fall and/or spring term, for one year, or for up to two summer terms.

Institutional Commitment. Employees who are granted professional leave with pay will be required to sign the Extended Professional Leave with Pay Agreement Form committing service to the College in a faculty or administrative position immediately following the end of the leave and for a length of term equal to the leave granted, and stipulating that failure to honor the service commitment will result in employee liability to the College for the total (or a proportional) amount (salary and benefits cost) of the grant.

Reimbursement Computation. Leave with pay may be granted for up to one year at not more than 66.6% of full pay, or for one semester or up to two summer terms at full pay. The Office of Human Resources will compute the amount of salary to be paid to any grantee.

Section 12.13 – Sick Leave

A. Accrual of Hours. All full-time faculty members will accumulate sick leave at the rate of eight (8) hours per month (or major fraction of a month) of employment. There is no maximum number of unused sick days that an employee may accumulate.
Accrual for sick leave does not change; it is always 8 hours per month regardless of the number of years worked at BCC or other related institutions.
Employees on sick leave are required to stay in contact with their supervisor for weekly or daily status reporting, whichever is requested by the supervisor. A full-time employee will be granted available sick leave from the College if unable to perform assigned duties due to:

1. Personal sickness or disability;

2. Illness or death of any member of the employee's or spouse's immediate family, household, or other close relative (to include spouse, daughter, son, parents, sister, brother, grandparents, aunts, uncles). Supervisors may require a note from the funeral director to validate attendance at a funeral.

B. Transfer Sick Leave to BCC. When a full-time employee has accumulated sick leave at any other institutions, it may be transferred to BCC pursuant to College policy:

C. Reinstatement of Sick Leave. Previous sick leave balances may be re-instated for employees who return to employment with BCC.

D. Unused Sick Leave. Unused sick leave may not be transferred from one employee to another. Unless covered by another contract, full-time employees may be eligible for payment of some or all unused sick leave based on the following set of rules.

The President, or designee, may establish procedures for sick leave use which shall be the same for faculty as for other employees.
The President, or designee, shall establish policies and/or procedures for an employee sick leave pool which shall be the same for faculty as for other employees.

Section 12.14 – Vacation Leave

Full-time faculty members normally do not earn vacation leave. However, a faculty member assigned to a Twelve-Month contract, or on administrative leave to accept an administrative contract shall earn vacation leave.

The President, or his designee, shall establish policies and/.or procedures for vacation leave which shall be the same for faculty as for other employees.

Section 12.15 – Workers' Compensation Leave

A. Eligibility. All College employees are entitled to compensation for occupationally-incurred illnesses and injuries. Each employee is entitled to a maximum of 12 days of workers' compensation leave at full pay per calendar year when an injury or illness is due to a job-related activity. These leave days are non-cumulative and will be granted at full pay, provided that: The Office of Human Resources is notified of the situation within two business days after the injury or illness is sustained;

A "First Report of Injury" form (including a physician's statement describing the impact of the injury on the employee's ability to work) is submitted to the Office of Human Resources within two business days after the beginning of the impairment.

B. The President, or his designee, shall establish policies and/.or procedures for worker's compensation which shall be the same for faculty as for other employees.

Section 12.16 – Terminal Pay

A. Terminal payment of unused sick leave will be paid to unit members or their beneficiaries who meet any of the following criteria:

1. Become deceased while a full-time employee of Brevard Community College.

2. Be on continuing contract and are released per Article 16.

3. Be employed full-time at Brevard Community College for at least 6 years, and officially complete the Florida Retirement System (FRS) requirements for retirement including cashing the first FRS check or accepting the first electronic FRS retirement transfer.

B. Terminal pay will be calculated by multiplying the daily rate of the then-current base contract times the number of days of accumulated unused sick leave times the percentages as determined below:

Number of completed years of service	percentage
0 - 3	35%
4 - 6	40%
7 - 9	45%

10			
11	-	30	50% plus 2.5% for each full year of service over 10
31	and above		As if 30 years of service

C. If a unit member receives terminal pay benefits based on unused sick leave as specified in this article, all remaining accumulated sick leave shall become invalid.

ARTICLE 13: BENEFITS

Section 13.1 – Insurance

The College recognizes a responsibility to assist unit members to deal with the costs of health care.

A. The College agrees to provide standard medical and dental plans and to pay the cost of a standard premium for such plans for the unit member

B. The College will extend to unit members the same insurance, flexible benefits plan, and other medical plans that are made available to non-unit members at the same cost. The President or his designee may establish policies and procedures regarding insurance options, dependent coverages, and retiree eligibility.

C. Recognizing the importance of a cooperative effort in the implementation and review of college insurance policies, the College agrees to continue the College-wide Insurance Committee. At least one-third (1/3) of the committee members (all members must be full-time college employees) will be members of the bargaining unit selected by UFF-BCC. The committee will meet as often as necessary, but at least annually, to expeditiously carry out its duties.

D. The College also agrees to provide access to various other insurance as may be recommended by the Insurance Committee including, but not limited to, life, short-term disability, long-term disability, cancer/catastrophic illness, and others which may be at the employee's expense.

Section 13.2 – Life Insurance

Each full-time employee shall receive College-paid term life insurance payable to the designated beneficiary(ies) in an amount equal to the employee's annual salary, rounded to the nearest thousand dollars. Additional life insurance (equal to two or three times the annual salary) may be purchased for a modest premium, payable through payroll deduction. It is the responsibility of the full-time employee to advise the Human Resources Office of any change in the status of dependents covered by life insurance through the College.

Section 13.3 – Retirement

All employees in full-time faculty positions hold membership in one of the classes of the Florida Retirement System (FRS) and in the federal Social Security system. Those who are

contemplating retirement should discuss their individual situations with the Human Resources staff approximately six months prior to their projected date of retirement. The Human Resources staff will provide employees with the proper paperwork to process the request for retirement.

For either information or assistance in planning retirement, refer to the Florida Retirement System website at www.myfrs.com. Social Security information on retirement can be found at the website for that office, www.ssa.gov.

Other Retirement Pay. At the faculty member's discretion, payment of unused sick leave may be made in a lump sum payment or may be sent to the faculty member's deferred compensation plan. Employees may choose to receive a vacation leave lump sum payment or to have either a portion of or all of the funds sent to their deferred compensation plan for investment.

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Section 13.4 – Workers' Compensation Insurance

A. All College employees are covered by the Florida Workers' Compensation Law.

B. On-the-job accidents, injuries, or occupationally-incurred illnesses must be reported immediately to the employee's supervisor. Even if the employee is involved in an accident but decides that there is no injury, the employee is still required to report the accident to the supervisor.

The supervisor is responsible for reporting all details to the Human Resources Office within two working days. An Accident/Incident Report must be submitted for all accidents. The Security Office is not responsible for completing the report, but should be notified so the Security staff can offer assistance in handling the case. The report forms may be obtained from the Human Resources Office.

C. The Accident/Incident Report (including a physician's statement describing the ailment and verifying the disability) is submitted to the Human Resources Office within two working days from the accident/injury or from the beginning of the work-related illness.

D. Each employee is entitled to a maximum of twelve (12) days of workers' compensation leave per calendar year when an injury or illness is due to a job-related activity. These leave days are noncumulative and will be granted at full pay. The employee will also be allowed to draw time from his/her vacation leave and available sick leave or up to the four days of personal leave in order to receive a full paycheck.

Section 13.5 – Employee Tuition Assistance Program

Pursuant to Article 6.11 of this agreement, the College shall maintain a Tuition Reimbursement Program for full-time faculty.

Section 13.6 – Dependent's Tuition Work Program

The College shall maintain in effect a Dependent's Tuition Work Program (DTWP). The President, or designee, may establish policies and procedures for the DTWP.

Section 13.7 – Fee Waivers

In the event that the College provides for waiver or reduction of tuition and fees for College employees or their dependents to attend Brevard Community College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

Section 13.8 – Employee Emergency Assistance Fund

The College shall maintain in effect the Employee Emergency Assistance Fund (EEAF) available at the effective date of this agreement. The President, or designee, may establish policies and procedures for the EEAF.

Section 13.9 – 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 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 equal biweekly installments beginning with the pay period/pay date immediately following the last pay period of the previous contract year and ending with the pay period immediately following the end of the Spring Term. Such election shall be made by submitting to his supervisor the Faculty Pay Option form (Appendix E) no later than the first day of the Fall Term each year.

B. Absent an emergency, overload compensation for major terms shall be paid beginning no later than with the paycheck for the third full pay period in the Term, and will be paid in equal installments thereafter. Adjunct/Overload compensation for the Summer will begin as soon as reasonably possible and be paid in equal installments of not less than two (2) installments.

C. In the event of an error by the College resulting in under-payment to the faculty member of $250 or greater, a supplemental check shall be generated and provided to the faculty member not more than three (3) business days after written notification to Human Resources.

D. In the event of an error resulting in under-payment to the faculty member of less than $250, pay shall be corrected no later than the next regular payroll after written notification to Human Resources.

ARTICLE 14: SALARIES AND COMPENSATION

Section 14.1 – The intent of this section is to establish salaries for a uniform 165-day maximum annual base contract for faculty members. Certain faculty whose positions require summer or other extended work-year shall receive daily-rate of pay for the additional days in excess of 165. The parties agree to establish salaries for all returning unit members employed as of August 1, 2009 for the 2009-2010 academic year as described in this section.

A. For all faculty members. The 2008-2009, 178-day annual base salary shall be determined in order to calculate the new 2009-2010 annual base salary.

1. This shall be done by dividing the 2008-2009 annual salary paid by the number of contract days (for example 208, 202, 188, etc) to determine the 2008-2009 daily-rate of pay. Multiplying this 2008-2009 daily-rate by 178 shall establish the 2008-09 Annual Base Salary. Salaries for 2009-2010 shall be determined from these 2008-09 annual and daily rates.

2. The 2008-09 Annual Base Salary then shall be divided by 165 to determine the 2009-2010 daily-rate of pay.

3. The 2009-2010 daily rate of pay may also be calculated by multiplying the 2008-2009 daily-rate of pay by a conversion factor of 1.0788.

4. The 2009-2010 Annual Base Salary shall be calculated by multiplying the 2009-2010 daily-rate of pay by 165.

B. To calculate salaries for standard length contracts:

1. Instructional faculty members working a standard academic year shall receive a Basic Academic-Year Contract for 2009-2010 with an annual base salary determined as stated in Section 1, A, above.

C. To calculate salaries for contracts in excess of the standard academic year:

1. Instructional faculty members in certain programs such as health sciences, nursing, and certain other disciplines that require a longer contract length because the faculty member must teach in the summer or because the faculty member must serve as a department chairperson, program manager, or program coordinator, shall receive an Extended Year Contract of appropriate length in excess of 165 days. The annual salary shall be calculated by multiplying the daily-rate of pay by the actual number of days contracted.

2. Library and counseling faculty members shall receive an Extended Year Contract of 189 days, or more, as necessary to meet the departmental needs. The annual salary shall be calculated by multiplying the daily-rate of pay by the actual number of days contracted.

3. Counseling faculty members shall receive a Basic Academic-Year or Extended Year Contract of 165 days, or more, as necessary to meet the departmental needs. The annual salary shall be calculated by multiplying the daily-rate of pay by the actual number of days contracted.

D. All new faculty hired for the 2009-2010 academic year will start with an annual salary as identified in Appendix D.

E. Unit members achieving an advance in education category and who request a promotion in salary/pay grade pursuant to Article 11.3 shall receive an increase in base salary based on the difference between the current educational category and the new educational category as provided below. This will be applied to the faculty member's base annual salary prior to calculation daily rate of pay or any applicable Extended-Year Contract.

1. Promotion to Baccalaureate level: $1,000
2. Promotion from Baccalaureate to Masters' Degree: $1,250
3. Promotion from Masters' Degree to Masters +30: $1,250
4. Promotion from Masters' +30 to Masters +60: $1,500
5. Promotion from any level to Doctorate: $2,000

Official transcripts must be furnished to the Executive Director of Human Resources by October 1 of the contract year. If a unit member has achieved an advance in educational category prior to the start of the contract year, but furnishes the official transcripts after October 1 of the contract year, the appropriate increase will be applied to the base salary as of the date submitted, but will be non-retroactive.

Section 14.2 – Each contract year, the contract period for faculty will be defined by start of the academic calendar plus 364 days adjusted to include required in-service days prior to the start of classes.

Section 14.3 – Except as provided herein, new faculty members will be placed on the Faculty Minimum Salary Schedule (Appendix D) in effect at the time of hiring, at the salary appropriate for their years experience and educational category. The College retains the right to make reasonable deviations from the Schedule under special circumstances such as hiring or retaining hard-to-fill positions or in cases where specialized credentials or experience merit such consideration. The UFF-BCC President or designee shall be consulted prior to implementation of any such deviation involving existing faculty. "Consulted" as used in this section means to confer and, upon request of either party, meet in person (provided the UFF-BCC President or designee is available to meet on an expedited basis if necessary), but does not require agreement. However, the College President may not exceed the stated minimum salary by more than ten (10) percent.

Section 14.4 – An applicant recommended for a bargaining unit position will receive a contract, conditional on Board approval, stating the starting annual salary and the base contract type and length (in days). Starting salary will comply with the Guidelines for Faculty Starting Salaries (Appendix D). Salary will be conditional on the Human Resources Office receiving verification of the applicant's credentials (college transcripts, work experience, etc.)

Newly hired unit members who desire credit toward a more advanced educational category classification for previously completed course work must submit the appropriate documentation to the Human Resources Office within 60 days after the first day of employment.

Section 14.5 – Unit members recommended for supplemental contracts or overload instruction shall receive a contract stating the rate of pay and the total pay as detailed in this Article.

The recommendation form will be provided within 30 days after the work commences. In the event that the monetary recommendation is materially changed prior to submission to the Board of Trustees, the affected unit member will be promptly notified, and upon request shall be relieved from the assignment. The unit member shall be paid for services rendered up to that point. This section does not apply to Staff and Program Development contracts, or to independent contractor agreements for special projects.

Section 14.6 – The Board agrees to pay the appropriate monetary supplement to any unit member who performs additional duties as indicated.

A. No unit member will be paid any compensation except what is established in this contract or its appendices, providing that compensation is established in this contract or appendices.

B. Full-time faculty used as substitutes will be paid $25.00 per contact hour.

C. Overload courses will be paid per point according to the following rates based on educational degree:

1. Doctoral Degree, $62.50;
2. Specialist, Masters +30, or Masters +60, $57.50;
3. Masters Degree, $55.00; or Baccalaureate Degree, $50.00.

D. Supplemental Instruction-Related Duties: The President is authorized to employ personnel on appropriate employment contracts in order to perform instruction-related duties. When employing personnel in this manner, the President will be responsible for determining the appropriate salary to be paid for the work performed. The College will pay the following amounts for the duties indicated. In the case of a range specification, the determining factors will include qualifications, experience, and time devoted to the duties:

1. Co-op Student supervision: $25.00 per student per semester hour.

2. CAEL (assessment of prior learning): $31.00 for each course review.

3. Credit by Exam: $29.00 per student per exam administered.

4. Department Chairperson (DC) compensation: The DC will be scheduled for a 35-hour work week and will be required to work an additional 5 days beyond the number required by his/her base contract and will receive six (6) credit hours (one-fifth of minimum annual load) release time plus a $10,000 annual supplement payable $5,000 per major semester. The DC will receive his/her daily rate for each of the extra days worked beyond the number required by his/her base contract. A DC may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval. A Department Chair is eligible for compensation for developing and/or facilitating an S & PD workshop, contingent upon S & PD funding availability.

5. Program Manager (PM) compensation: The PM will be scheduled for a 35-hour work week and will be required to work additional days beyond the number required by his/her base contract as necessitated by the specific program and accreditation needs and will receive six (6) credit hours (one-fifth of minimum annual load) release time plus a $7,000 annual supplement payable $3,500 per major semester. The PM will receive his/her daily rate for each of the extra days worked beyond the number required by his/her base contract. A PM may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval. A Program Manager is eligible for compensation for developing and/or facilitating an S & PD workshop, contingent upon S & PD funding availability.

E. Unit members may be appointed as Program/Curriculum Coordinators in the following categories:

1. Curriculum Coordinator – Annual payment of $500 for the first year of service, $1,000 for the second year of service, and $1,500 for the third and all subsequent years of service.

2. Program Coordinator II – Annual payment of $1,500 for the first year of service, $2,000 for the second year of service, and $2,500 for the third and all subsequent years of service.

The duties of each level of coordinator will be listed on a job description maintained in the Human Resources Office and the Faculty Handbook. Coordinator positions will be opened and advertised internally using College communication media. The Coordinators are appointed at the sole discretion of the administration, and serve for a period of one year. A Coordinator may be reappointed to the same position or another Coordinator position within his/her discipline in consecutive years. The administration may appoint a temporary Coordinator to complete the duties of an individual unable to fulfill the term appointment. Any paid leave approved by the College will not be considered a break in service and therefore will have no impact on curriculum coordinator and program coordinator compensation levels.

F. Annual Payment for Coaching and Coordinating Duties. The College and the Union shall mutually negotiate annual payments for coaching and coordinating duties that may be assigned to members of the bargaining unit.

Faculty members who perform such duties for the 2009-2010 academic year shall be compensated at the levels below:

Assistant Baseball Coach 1,300-1,600
Assistant Basketball Coach 1,300-1,600
Assistant Golf Coach 1,300-1,600
Assistant Softball Coach 1,300-1,600
Assistant Volleyball Coach 1,300-1,600
Baseball Coach 2,650-5,250
Basketball Coach 2,650-5,250

Brain Bowl Sponsor/Coach 1,100-1,600
Campus Intramural Director 700-1,100
Choral Director 1,100-1,600
Concert Band Director 1,100-1,600
Debate/Forensic Sponsor/Coach 1,300
Environmental Club Sponsor 500
Florida Future Educators Sponsor 500
Golf Teaching Facility Coordinator 2,650-5,250
Nursing Student Association.....1,100-1,600
Phi Theta Kappa Sponsor 500
Psi Beta Sponsor 500
Student American Dental Hygiene Association.....1,100-1,600
Student Government Association Sponsor 1,100
Study Abroad Marketing 5,250
Veterinary Technology Club.....1,100-1,600
Volleyball Coach 2,650-5,250
Wellness Coordinator 800

Club Sponsors/coaches may receive equivalent release time in lieu of supplemental contracts, as budget and schedule permit and subject to approval by the Campus Provost.

Club Sponsors/coaches may receive equivalent release time in lieu of supplemental contracts, as budget and schedule permit and subject to approval by the Campus Provost.

Section 14.7 – ADPA

A. The parties agree to the benefits of providing recognition and rewards to faculty members whose performance is exemplary and outstanding. The parties agree to expand current non-monetary and supplemental monetary recognition programs to include enhancements to the base salaries of deserving unit members.

B. There shall be an Academic Discipline Peer Award (ADPA**)** commencing in academic year 2007-2008. There shall be "Discipline Cluster" Academic Discipline Peer Awards (ADPA**)** in the amount of $1,250 each. The standards and procedures for the Academic Discipline Peer Awards (ADPA) shall be defined in Appendix I.

Section 14.8 – Promotion in Rank (Title)

A faculty member who meets the requirements for a promotion in rank (title) as provided in Article 11.4 based upon either an increase in years of service or additional education shall receive a one-time stipend of $1,000.00.

ARTICLE 15: LAYOFF AND RECALL

Section 15.1 – Layoff

A. Prior to any general reduction of the number (layoff) of employees in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion

between the UFF-BCC and the College. The College will notify the UFF-BCC not less than six (6) months prior to anticipated layoff dates. During the period following the notice to the UFF-BCC of the intent to reduce force, the College agrees to meet at reasonable times and places for such discussion. The notice period may be reduced in the case of unusual or unforeseen circumstances giving rise to a reduction in force and making the above notice not feasible.

B. Based on the nature of the cause for reduction, the College will determine the number and types of faculty positions to be reduced.

C. Once the number and types of positions to be reduced is determined, the College may transfer faculty between campuses to avoid releasing faculty from employment.

D. No continuing contract faculty member shall be released until all annual contract faculty serving in the discipline, or any discipline in which tenured faculty are credentialed and qualified to teach, have been considered for release from employment. The decision of the College on which faculty members to release shall not be subject to public hearings under Florida Statutes.

E. All unit members credentialed and qualified to teach within an affected academic discipline or vocational/technical program will be assigned RIF points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member(s) to be released from employment. The point total accrued by each member will be considered by the College in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the College select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the College will state reasons for its selection in writing furnished to the released unit member and the UFF/BCC.

1. An employee selected for release due to reduction in force will be given at least 120 days notice prior to the effective date of release.

2. RIF points will be assigned as follows:
   a. holding continuing contract, 3 points
   b. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 10 points
   c. completion of requirements for maintaining continuing contract (Article 11), 1 point for each 3-year period
   d. academic preparation

Doctorate	6 points
Master's +60	5 points
Master's +30	4 points
Master's	3 points
Bachelor's or equivalent	2 point
Less than Bachelor's	1 point

   e. the last two (2) performance evaluations: one (1) point for each satisfactory evaluation, zero (0) points for each unsatisfactory evaluation.

F. This Article is not deemed to be in conflict with applicable laws or regulations.

Section 15.2 – Recall

Unit members who are released from employment under this Article will for a period of 24 months from the date of release be granted recall preference for reemployment with the College in lieu of a new hire, subject to the following conditions:

1. Recall consideration will apply to any opening in the academic discipline or vocational/technical program for which the unit member is credentialed and qualified to teach.

2. The College shall send email notification of all openings to all unit members subject to recall consideration for a period not less than twenty-four (24) months from the date of layoff. However, it is the responsibility of the unit member to make timely application for any position opening and to ensure that the College is made aware of the member's recall eligibility.

2. If more than one unit member applies for an opening recall, consideration will be based on the RIF points used to make the release, with the member with the highest point total being given preference for selection. Should the College select a unit member other than the one with the highest point total, the College will state the reasons for the selection in writing furnished to the non-selected unit member and UFF/BCC.

3. Unit members who refuse to accept an offer for recall under this section will not be eligible for further consideration under this section.

ARTICLE 16: GRIEVANCE and ARBITRATION

Section 16.1 – Grievances

The parties agree that prompt and just settlement of grievances is of mutual concern and interest and encourage the informal resolution of grievances whenever possible. The purpose of this procedure is to promote prompt and efficient resolution of grievances 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. This procedure shall be the sole and exclusive method for resolving grievances.

A. Definitions as used herein:

1. A "grievance" shall mean a dispute filed on the appropriate grievance form (Appendix B) concerning the interpretation or application of a specific term or provision of the Collective Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. Oral complaints are not grievances; however, any claim by an employee, group of employees, or the UFF/BCC that there has been a violation, misinterpretation, or misapplication of some specific provision of this agreement, policy,

procedure, or handbook which has been incorporated into this agreement by reference, may bring oral complaints or suggestions relating to such provision to the attention of the College for discussion on an informational basis.

2. "Grievant" shall mean a member of the bargaining unit, or group of members of the bargaining unit, or the UFF Chapter itself, who has/have filed a grievance in a dispute over a provision of the Collective Bargaining Agreement, policy, procedure, or handbook incorporated into this agreement by reference.

3. "Representative" or "Grievance Representative" shall mean an individual designated in writing by the grievant to represent, and act for and/or on behalf of, the grievant throughout the grievance procedure.

a. The representative shall have the authority to file the grievance, submit documents, speak for the grievant, and communicate with the administration on behalf of the grievant.

b. The grievant may change the designated representative upon written notice to the administration and to the UFF-BCC.

B. UFF-BCC shall have the right to file and pursue grievances on behalf of individual employees who personally sign the grievance document or who provide written authorization for UFF-BCC to represent them in such proceedings. UFF-BCC shall also have the right to file and pursue grievances on behalf of itself as grievant.. In the case of UFF-BCC grievances on behalf of itself, Steps I and II in section G of this article shall be combined into a single step and the grievance document shall be initially filed at Step 2 within the prescribed time limit (21 college business days). All other requirements of this article shall be in force. There shall be no combining of UFF-BCC grievances and faculty grievances in a single grievance document.

C. Where several faculty members have essentially the same grievance, the parties may consolidate the grievances. When consolidated one grievance form shall be presented bearing the signatures of each of the individual grievants. Such a grievance shall otherwise be processed as any individual grievance would with the exception that there are multiple grievants.

D. Where a group of faculty members may be defined by common interests, duties, or responsibilities, the union may file one grievance on behalf of the entire class. The union shall be considered the grievant in such a "class action" grievance.

1. A class action grievance will:

a. Identify the class uniquely and with particularity,

b. Identify the specific nature of the grievance of the class,

c. Contain a complete statement of the grievance and facts upon which it is based,

d. Contain a specific statement regarding the remedy or correction requested, and

e. Identify the section or sections of the Agreement alleged to have been violated,

f. Contain two or more names of the aggrieved employees.

2. Where a "class action" grievance alleges violations outside one department or unit, the grievance may be filed directly at Step II.

E. The right of the individual faculty member to present and pursue grievances under this article, without representation by the UFF-BCC, is preserved inviolate, subject only to such limitations as may be contained in Florida Statutes. UFF-BCC has the right to observe, but not to participate in, such proceedings. However, nothing in this section shall prevent the UFF-BCC from providing input into the process as necessary to assure that the provisions of this agreement are followed. The UFF-BCC will be notified in advance of such occurrences with notification given to the UFF-BCC president and grievance chair, if any, within twenty-four (24) hours of the filing of such a grievance.

F. The time limits set forth in this article are of the essence and must be strictly complied with unless extended by mutual agreement of the parties. A grievant's failure to comply shall mean that the grievance stands abandoned. The College's failure to answer a grievance within the time provided shall mean that the grievance is denied. In order to be eligible for processing, a grievance must be timely filed and contain the following:

1. The name of the grievant, whether employee or UFF-BCC.

2. The date on which the event giving rise to the grievance occurred, or the omission giving rise to the grievance occurred.

3. A detailed statement of the facts as to the claimed event or omission.

4. Citation of the particular sections of this Agreement (not articles alone) that the grievant relies on. General citations will not satisfy this requirement and the grievant shall not add new citations after the grievance is filed.

5. A statement of the precise relief sought, which will stand as the outer limit or maximum as to possible relief that can be sought.

G. Grievances, properly and timely filed, shall be processed in accordance with the following procedure. Time limitations specified herein may be extended by agreement of both parties. A grievance filed on behalf of the Union shall be filed within the twenty-one (21) business days as above, but may be filed directly at the Step II level.

1. Step I: Request for Informal Resolution. The parties shall first attempt an informal resolution of grievances.

a. An eligible grievant shall notify his or her immediate supervisor in writing, which may be by e-mail, of their grievance and request for an informal resolution. Such notification shall occur within twenty-one (21) college business days as set out in the College Calendar of the occurrence of the event or omission giving rise to the grievance, or within twenty-one (21) college business days as set out in the College Calendar of the date when the grievant knew or, in the exercise of reasonable diligence, should have become aware of such event or omission, whichever is later.

b. Within ten (10) college business days as set out in the College Calendar of the receipt of the grievance, the immediate administrative supervisor shall meet with the grievant in an effort to resolve the problem.

c. The immediate supervisor will be allowed ten (10) college business days as set out in the College Calendar following the meeting to respond to the grievance in writing. This written answer will consist of a notation on the grievance document and/or a formal statement..

2. Step II: Formal Grievance. If the attempt at an informal resolution does not result in a resolution acceptable to the grievant, the grievant may file the formal grievance document with the appropriate Campus Provost or Vice President, as applicable, at Step II.

a. The document must be filed within ten (10) college business days as set out in the College Calendar of the receipt of the written answer from the immediate supervisor or within ten (10) college business days as set out in the College Calendar after the expiration of the ten (10) day period specified in Step I.

b. Once any grievance document has been properly filed with the Campus Provost or the Vice President, the Campus Provost or the Vice President shall have fifteen (15) College business days as set out in the College Calendar in which to provide a written response to the grievant. The written response may consist of a notation on the grievance document and/or a formal letter of notification.

c. Either the Campus Provost or the Vice President, as applicable, or the grievant, may request a meeting to discuss the grievance. If the grievant desires a meeting, he/she should request it when the grievance document is filed. If such a meeting is held, it should be held within the fifteen (15) day period.

3. Step III. If the disposition of the grievance is unacceptable to the grievant at Step II, the grievant may appeal the Step II decision the grievance document with the President or an individual designated by him to hear grievances at Step III.

a. The decision must be appealed within ten (10) college business days as set out in the College Calendar after the receipt of the written answer from the Campus Provost or the Vice President, or within ten (10) college business days as set out

in the College Calendar after the expiration of the fifteen (15) day period applicable to Step II.

b. The grievant may also request a meeting with the President or his designee to discuss the grievance. Such a meeting will be scheduled within fifteen (15) college business days from the receipt of the grievance at Step III.

c. The President or his designee will be allowed fifteen (15) college business days after the receipt of the grievance at Step III to provide a written disposition of the grievance.

Section 16.2 – Arbitration

A. Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step III or within the fifteen (15) college business day period applicable to Step III, the grievance may be submitted to arbitration. The arbitration process shall be initiated by filing a written request for arbitration with the Executive Director of Human Resources within twenty (20) college business days as set out in the College Calendar after receipt of written disposition at Step III or within twenty (20) college business days as set out in the College Calendar after the expiration of the Step III fifteen (15) day period. A copy of the grievance document must be attached to the request.

1. After a written request for arbitration is properly and timely filed, the grievant and the College, by any representative it may choose, will meet at a mutually convenient time or confer by telephone in an effort to mutually agree on an arbitrator.

2. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service will be asked to supply a list of seven (7) names from which the parties will alternately strike names until only one remains. The one remaining shall be the arbitrator.

3. Each party shall have the right to reject one list of arbitrators in its entirety, and any subsequent list containing any of the same names.

4. No arbitrator shall have at any time before him more than one grievance involving this Agreement without the mutual consent of the College and the Union.

5. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).

6. The identified arbitrator will be notified by FMCS. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

a. Venue. The arbitrator shall hold the hearing in Brevard County, Florida, unless otherwise agreed to by the parties. The hearing shall be scheduled as soon as is practicable.

b. Authority of the Arbitrator. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement. Decisions must be explained upon the request of either party. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Collective Bargaining Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

c. The parties shall have a right to a reasonable time for briefing the case, upon request, and a decision shall be due within thirty (30) days after the date set for filing briefs.

d. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Collective Bargaining Agreement. If the arbitrator determines that the Collective Bargaining Agreement has been violated, the arbitrator shall direct the College to take appropriate action.

e. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Costs of reports and transcripts (which shall be made available at the request of either party) shall be borne by the requesting party. Cost of meeting rooms, etc., shall be divided equally between the parties.

f. Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the College, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes..

g. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved, but shall accommodate the parties within reason as to hearing dates and continuances where need is shown.

h. Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed.

7. If a tenured faculty member is suspended, returned to annual contract, or terminated, the faculty member may choose to proceed to arbitration or to appeal the decision under the State Board of Education Rules. 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 tenured faculty member chooses to process the issue of suspension, return to annual contract or termination under Step 5 of this Article, the faculty tenured faculty member's choice will be considered an election of remedies and an appeal cannot be processed under the Florida Administrative Code and Florida Statute Section 120.

ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES

Section 17.1 – Disciplinary Actions

A. Except as provided in applicable statues or State Board of Education Rules, discipline of any type shall be based only on a faculty member's duties and responsibilities to the College.

B. Employees are subject to discipline which shall be timely and for just cause. Disciplinary action shall include the following steps of progressive discipline: warning, reprimand, suspension with or without pay, return to annual contract, and dismissal. If the circumstances warrant, discipline may begin at a higher level than the first step or progress to a higher level than the next sequential step. Other unrelated actions subject to discipline are separate events and disciplinary action will begin at the appropriate level subject to overall work performance.

C. All discipline, as defined herein, is subject to challenge by the grievance procedure in Article 16 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s). Time frames given shall be in work days.

Section 17.2 – Disciplinary Procedure

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A. Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Normally, discipline will progress through the steps established below.

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1. Oral/Written Warning. A warning notifies a faculty member that work-related performance is below standards established by written policies or common professional practice and that more serious disciplinary action will take place if these standards are not achieved within reasonable time frames. A warning may be oral or written at the discretion of the supervisor. The faculty member shall have the opportunity to provide a written response to a written warning which shall be filed together.

2. Reprimand. If necessary, a written reprimand would be the next step for continued below-standard performance. Warnings and reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator and acknowledged by the faculty member in accordance with Appendix P of this contract. The faculty member shall have the

opportunity to provide a written response to the reprimand which shall be filed with the reprimand.

3. Suspension. A full-time faculty member may be suspended with pay pending investigation of a possible infraction. If, after investigation, just cause for disciplinary action is determined, upon recommendation of the President, the Board may suspend a faculty member without pay provided that notice of intent has been provided pursuant to Article 17.1, B below.

4. Termination or Return to Annual Contract. Any faculty member who is tenured (under continuing contract) may be dismissed or may be returned to annual contract status for up to another three (3) years only with just cause and when a written recommendation to that effect is submitted by the President to the Board giving sufficient just cause therefore, by the President and provided the President's recommendation is approved by a majority of the Board.

B. Notice of Intent. When the President or representative has reason to believe that a Suspension, termination, or return to annual contract should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefore.

1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.

2. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 17.1, D below.

3. The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.

4. If the President or representative does not issue a notice of disciplinary action, the notice of intent shall be retained only in the employee's evaluation file.

C. In the event a suspension, termination, or return to annual contract is recommended, the faculty member shall have the right to an informal hearing before the Board, or its designee, prior to the action.

D. Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to Article 16 – Grievance and Arbitration of this agreement. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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E. Nothing in this Article shall be deemed to give any faculty member not on continuing contract status any property interest in his or her employment.

F. During all disciplinary proceedings, a faculty member shall have the right to consult with, and be represented by, a representative of his or her choice.

G. The faculty member shall have the right to respond to disciplinary action in writing and have that response attached to the report of discipline. If any material is found, through mutual agreement, grievance process, or court proceeding, to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the faculty member and the inaccurate or inappropriate material shall be placed in the personnel file in a sealed envelope. The sealed material shall not be subject to examination or review except by written agreement between the faculty member and the President, as part of a related formal grievance procedure, or as required by law.

ARTICLE 18: MISCELLANEOUS

Section 18.1 – Calendar

A. The College agrees that a committee of representatives of the administration, the faculty, and the staff shall develop the College academic calendar.

1. There shall be an equal number of voting representatives from each of the three constituencies with equal votes with at least three members from each group.

2. A quorum of at least 50% plus one of the committee members must be present to conduct committee business.

3. The committee shall elect the chairperson.

4. The committee shall report to the President of the College.

5. Committee members shall serve staggered three (3) year terms.

a. To facilitate staggering of terms, initially one member from each group shall serve a one (1) year term, one member from each group shall serve a two (2) year term, and one member from each group shall serve a three (3) year term.

b. Faculty members shall be recommended by the UFF.

B. The calendar shall be developed in sufficient time to be approved not less than two (2) years prior to the first day of the academic year in question.

Section 18.2 – Waivers

The failure of the UFF to present demands and/or proposals during collective bargaining, the withdrawal by the UFF of demands and/or proposals after being presented by the UFF during collective bargaining, and the granting by the UFF of discretionary authority to the university in a collective bargaining agreement, regarding any and all subjects and matters lawfully subject to

collective bargaining, shall be deemed, considered and construed to be waivers by the UFF of the right to collectively bargain said subjects and matters and all such waivers by the UFF shall expire on the last day of this contract, 12:00 a.m., the first day of the academic year, August, 2012.

Section 18.3 – Fee Waivers

In the event that the Board provides for waiver or reduction of tuition and fees for Board employees or their dependents to attend Brevard Community College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

SIGNATURE PAGE
(CERTIFYING RATIFICATION)

This is to certify that the foregoing agreement was ratified by the required number of members of the covered bargaining unit on or before August 21, 2009.

_____

Authorized Representative
UFF-Brevard

In accordance with the decision made at their August 17, 2009 meeting, this is to certify that the foregoing agreement was ratified by the District Board of Trustees of Brevard Community College.

_____

Chair, District Board of Trustees
Brevard Community College

An original signed copy, in this format, will be maintained by the President and the Authorized Representative of the UFF-Brevard.

TABLE OF APPENDICES

	Previous Appendix Title	Status	New Appendix Title	
A	UFF-Payroll Deduction Authorization	No change	UFF-Payroll Deduction Authorization	**A**
B	BOT Rules	Delete and replace Currently not labeled	Grievance Form	**B**
C	Faculty Payroll Certification	Delete and replace – not needed	Notice of Arbitration	**C**
D	Faculty Hiring Salaries Faculty Minimum Schedule	Delete and replace with new minimum salary table	Faculty Minimum Salary by Category and Guidelines	**D**
E	Guidelines for Faculty Starting Salaries	Modify and Combine with Appendix D	Faculty Pay Option Form	**E**
F	Step Schedule Full-Time Employees	Delete – not needed	Faculty Leave Form	**F**
G	Department Chair Responsibility List	Delete – now in Article 8	Program Coordinator Evaluation	**G**
H	Department Chair Evaluation	Modify	Department Chair / Program Manager Evaluation	**H**
I	Academic Discipline Peer Award (ADPA)	Modify	Academic Discipline Peer Award (ADPA)	**I**
J	08-09 Negotiation Recommendations	Delete – not needed	Instructional Faculty	**J**
K	08-09 Negotiation Recommendations	Delete – not needed	Library Faculty	**K**
L	Raises for the 2008-09 Contract Year	Delete – not needed	Counseling Faculty	**L**
M		New	Student Opinion Survey	**M**
N		New	Professional Development Opportunities	**N**
O		New	Request for Promotion in Rank (Title)	**O**
P		New	Notice of Discipline	**P**

BREVARD COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES

DATE: August 17, 2009

SUBJECT: Monthly Summary of Income and Expenditures

RATIONALE: Routine Monthly Budget Summary

ATTACHMENTS (3): Unrestricted, Restricted and Auxiliary
Monthly Summary of Income for
July 2009

RECOMMENDATION: Approval of the Monthly Income and Expenditures

ACTION: Approved _____ Disapproved_____ Deferred_____

COMMENTS:

BREVARD COMMUNITY COLLEGE
SUMMARY OF INCOME AND EXPENDITURES
UNRESTRICTED CURRENT FUND
FOR THE MONTH ENDING JULY 31, 2009

	CURRENT YEAR 2009-2010			FY % 8%	PRIOR YEAR 2008-2009		FY % 8%
	Approved Budget	Year to Date Activity	Unobligated Balance	Act %	Year to Date Activity	End of Year Activity	Act %
Revenue:							
Student Fees	$27,564,803.00	$9,727,135.69	$17,837,667.31	35%	$6,718,295.13	$22,966,553.32	29%
Government Appropriations	38,481,400.00	2,594,958.69	35,886,441.31	7%	2,826,618.00	38,762,213.52	7%
Other Sources	2,163,900.00	47,251.20	2,116,648.80	2%	80,775.71	1,152,000.64	7%
Total Revenue	$68,210,103.00	$12,369,345.58	$55,840,757.42	18%	$9,625,688.84	$62,880,767.48	15%
Expenditures:							
Salaries and Benefits	$51,606,564.00	$1,599,893.05	$50,006,670.95	3%	$1,669,773.32	$51,758,306.92	3%
Current Expenses	15,273,383.00	434,455.78	14,838,927.22	3%	505,142.76	13,399,998.89	4%
Capital Outlay	1,300,000.00	10,992.06	1,289,007.94	1%	24,782.36	1,528,410.55	2%
Transfers	930,156.00	865,752.60	64,403.40	93%	808,140.23	930,155.43	87%
Total Expenditures	$69,110,103.00	$2,911,093.49	$66,199,009.51	4%	$3,007,838.67	$67,616,871.79	4%
Net Revenues and Expenditures	($900,000.00)	$9,458,252.09			$6,617,850.17	($4,736,104.31)	
Budgeted Ending Fund Balance	$3,672,025.00						

BREVARD COMMUNITY COLLEGE
SUMMARY OF INCOME AND EXPENDITURES
RESTRICTED CURRENT FUND
FOR THE MONTH ENDING JULY 31, 2009

	CURRENT YEAR 2009-2010			FY % 8%	PRIOR YEAR 2008-2009		FY % 8%
	Approved Budget	Year to Date Activity	Unobligated Balance	Act %	Year to Date Activity	End of Year Activity	Act %
Revenue:							
Student Fees	$2,050,000.00	$748,806.69	$1,301,193.31	37%	$269,297.51	$1,156,713.00	23%
Government Appropriations	3,400,000.00	131,323.93	3,268,676.07	4%	150,294.78	3,764,995.89	4%
Other Sources	1,050,000.00	68,531.00	981,469.00	7%	50,051.57	1,041,547.61	5%
Total Revenue	$6,500,000.00	$948,661.62	$5,551,338.38	15%	$469,643.86	$5,963,256.50	8%
Expenditures:							
Salaries and Benefits	$2,800,000.00	$128,616.46	$2,671,383.54	5%	$141,959.04	$2,562,814.00	6%
Current Expenses	2,500,000.00	52,073.27	2,447,926.73	2%	74,208.08	2,455,152.19	3%
Capital Outlay	1,000,000.00	22,194.13	977,805.87	2%	163,601.96	944,227.38	17%
Transfers	200,000.00	0.00	200,000.00	0%	0.00	170,752.84	0%
Total Expenditures	$6,500,000.00	$202,883.86	$6,297,116.14	3%	$379,769.08	$6,132,946.41	6%
Net Revenues and Expenditures	$0.00	$745,777.76			$89,874.78	($169,689.91)	
Budgeted Ending Fund Balance	$1,915,547.07						

BREVARD COMMUNITY COLLEGE
SUMMARY OF INCOME AND EXPENDITURES
AUXILIARY FUND
FOR THE MONTH ENDING JULY 31, 2009

	CURRENT YEAR 2009-2010			FY % 8%	PRIOR YEAR 2008-2009		FY % 8%
	Approved Budget	Year to Date Activity	Unobligated Balance	Act %	Year to Date Activity	End of Year Activity	Act %
Revenue:							
Childcare Fees and Grants	$1,320,000.00	$116,149.44	$1,203,850.56	9%	$89,773.72	$1,186,454.39	8%
Bookstore and Vending	800,000.00	40,832.82	759,167.18	5%	0.00	790,497.30	0%
Other Sources	700,000.00	10,264.71	689,735.29	1%	0.00	619,038.84	0%
Total Revenue	$2,820,000.00	$167,246.97	$2,652,753.03	6%	$89,773.72	$2,595,990.53	3%
Expenditures:							
Salaries and Benefits	$1,500,000.00	$61,053.18	$1,438,946.82	4%	$56,427.50	$1,139,070.87	5%
Current Expenses	500,000.00	24,990.82	475,009.18	5%	16,776.48	219,248.36	8%
Capital Outlay	220,000.00	0.00	220,000.00	0%	0.00	18,634.75	0%
Transfers	600,000.00	0.00	600,000.00	0%	0.00	30,000.00	0%
Total Expenditures	$2,820,000.00	$86,044.00	$2,733,956.00	3%	$73,203.98	$1,406,953.98	5%
Net Revenues and Expenditures	$0.00	$81,202.97			$16,569.74	$1,189,036.55	
Budgeted Ending Fund Balance	$7,440,477.80						

BREVARD COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES

DATE: August 17, 2009

SUBJECT: 2009-10 Capital Outlay Budget

RATIONALE: Approval of the 2009-10 Capital Outlay Budget will allow the college to continue planning the capital projects slated for the 2009-10 fiscal year.

ATTACHMENT: Capital Outlay Budget

RECOMMENDATION: Approve the 2009-10 Capital Outlay Budget as presented.

ACTION: Approved _____ Disapproved_____ Deferred_____

COMMENTS:

2009/2010 CAPITAL OUTLAY BUDGET

	08/09 Project	08/09 Reserves	09/10 Revenue	09/10 Budget
Capital Improvement Fee	630,124	1,369,780	1,650,000	3,649,904
Sale of Assets - Unallocated	0	1,096,560	0	1,096,560
D-Technology Projects	0	559,015	0	559,015
C-Bldg 3, Classroom Upgrades	20,939	0	0	20,939
BCC Trans, Other Funds	400,485	445,335	0	845,820
Technology Upgrade	3,905	0	0	3,905
CO&DS	0	539,900	120,000	659,900
SBE Bonds	0	55,147	0	55,147
08/09 Gen Renovations	73,208	3,986,098	0	4,059,307
09/10 Gen Renovations	0	0	2,518,762	2,518,762
07/08 Sum of Digits	1,329,752	0	0	1,329,752
08/09 Sum of Digits	5,619	661,418	0	667,037
09/10 Sum of Digits	0	0	1,036,791	1,036,791
M-Bldg 7 Classrm/Labs	2,706,267	0	0	2,706,267
	5,170,300	8,713,252	5,325,553	19,209,105

2009/2010 CAPITAL OUTLAY PROJECTS

	BUDGET
CAPITAL IMPROVEMENT FEE	
711000 - Reserves	1,369,780
Furniture Upgrades	296
D Roof Projects	51,263
D Multi-Campus Reserves	79,892
M Bldg 7 Gen Renovations	273,766
CW Cabling	1,345
Intramural Sports Facility	5,312
Maintenance Equip and Repairs	218,250
Building Envelope Renewal	1,000,000
Building Interior Maintenance and Repairs	650,000
	3,649,904
714019 - C Bldg 3, Classroom Updates	**20,939**
D -Technology Projects	**559,015**
Sale Of Assets-Unallocated	**1,096,560**
Technolgy Upgrade	**3,905**
BCC TRANS, OTHER FUNDS	
714100 - BCC Transfer, Reserves	445,335
714246 - PB Reroof South Wing	250,000
714254 - T Smart Classroom Upgrade	88,459
714258 - C-Health Science Equipment	62,026
	845,820
CO&DS	
CO&DS Reserves	539,900
Maintenance Repairs and Equipment	120,000
	659,900
SBE BONDS	
SBE Bonds Reserves	55,147
	55,147
08/09 GEN RENOVATIONS	
General Renovations	3,739,625
Facilities Renovations	246,473
Bldg 14C Auditorium Remodel	73,208
	4,059,307
07/08 SUM OF DIGITS	
Bldg 7 Melbourne	1,329,752
	1,329,752
08/09 SUM OF DIGITS	
Reserves	661,418
Maintenance Repairs and Equipment	5,619
	667,037
07/08 PECO PROJECTS	
M Bldg 7 Renovation	2,706,267
	2,706,267
09/10 GEN RENOVATIONS	
Mechanical, Electrical, Fire Alarm & Safety Maint/Repairs	2,000,000
Landscape, Parking & Road Maintenance and Repairs	518,762
	2,518,762
09/10 SUM OF DIGITS	
Salary and Benefits	516,550
Maintenance Repairs and Equipment	520,241
	1,036,791
Total	**19,209,105**

BREVARD COMMUNITY COLLEGE

District Administration
1519 Clearlake Road
Cocoa, Florida 32922
321/632-1111
Fax: 321/433-7065

Cocoa Campus
1519 Clearlake Road
Cocoa, Florida 32922
321/632-1111
Fax: 321/433-7065

Melbourne Campus
3865 N. Wickham Road
Melbourne, Florida 32935
321/632-1111
Fax: 321/433-5820

Palm Bay Campus
250 Community College Pkwy.
Palm Bay, Florida 32909
321/632-1111
Fax: 321/433-5325

Titusville Campus & Virtual Campus
1311 North U.S. 1
Titusville, Florida 32796
321/632-1111
Fax: 321/433-5115

Health Sciences Campus
1519 Clearlake Road
Cocoa, Florida 32922
321/632-1111
Fax: 321/433-7599

Spaceport Center
Mail Code: SPACETEC
Kennedy Space Center
Florida 32899
321/730-1020
Fax: 321/476-5335

Website
www.brevardcc.edu

RECEIVED
AUG 0 6 2009
Office of the President

Memorandum

To: Dr. James A. Drake
President

Through: Dr. James Richey
V. P., Business Affairs and General Counsel

From: Dr. Richard D. Paradise
Associate V. P., Facilities

Date: July 30, 2009

Subject: Educational Facilities (SREF) Inspection for 2008-2009

In accordance with F.S. 1013.12 Casualty, safety, sanitation, and fire safety standards and inspection of property, I am attaching the Educational Facilities (SREF) Inspection for 2008-2009. This inspection was conducted by a representative of the Florida Community Colleges Risk Management Consortium. In accordance with statute, this report is to be submitted to the Board of Trustees for their information and action as necessary.

I hope this provides the information you need. However, if you have any questions or need additional information, please let me know.

attachments (4)

cc: Richard Laird

Florida Community Colleges Risk Management Consortium
Piper Walton, Loss Prevention Manager
5700 SW 34th St. Suite 1205
Gainesville, Florida 32608
(352) 955-2190

Community College Being Inspected:	**Brevard Community College**
FISH/FICE Number:	990-001470
Campus:	**Cocoa Central Campus**
Address:	1519 Clearlake Road
	Cocoa, FL 32922

State Requirements for Educational Facilities (SREF) Inspection
Fiscal Year 2008-2009

VMC	Bldg #	Room #	Deficiency Description	Times Cited	Expected Correction/Completion Date
1002	2	Elevator	Elevator certificate out of date	0	4/2009
809	2	205	Electrical panel needs breaker planks	0	3/5/2009
301	2	213	Fire stop floor penetrations	0	5/20/2009
407	2	0	Repair trouble on fier alarm system	0	3/30/2009
303	2	120A	Repair closer on fire rated door	0	4/20/2009
901	3	161	No storage in mechanical room	0	3/25/2009
301	3	290	Fire stop floor penetrations	0	7/2009
1002	3	0	Elevator certificate out of date	0	6/8/2009
407	5	115	Repair trouble on fier alarm system	0	5/30/2009
303	7	2nd Floor	Remove stop from fire rated door	0	3/25/2009
901	7	219	No storage in mechanical room	0	3/2009
	7	219	Cap trap stub out	0	2/2009
402	12	0	Fire alarm system requires current inspection	0	1/2009
407	13	113A	Repair trouble on fier alarm system	0	3/25/2009
204	17	0	Repair all non-functional emergency lights	0	3/2009
901	17	107	No storage in mechanical room	0	4/13/2009
301	20	Mechanical	Separate 1st and 2nd floor mechanical rooms	0	2/2010
1002	20	Elevator	Elevator certificate out of date	0	4/2009
			Buildings 1, 4, 6, 8-11, 14-16, 18-19 and 21-42 -- NO DEFICIENCIES		
			Continue maintenance & repair of walks, roads, drives, and parking lots		
			Continue to upgrade Obselete fire alarm systems and elevators		

Total Number of deficiencies cited not involving serious life safety hazards: 18
Total Number of deficiencies cited involving serious life safety hazards: 0
Date Of The Next Inspection: Feb-10

Signature of Inspector: _____
Date Signed: 6-Apr-09
Inspection Page: 1 of 1
Inspection Type: Fire Safety, Casualty, and Sanitation
Date of Inspection: 23-Feb-09

* Violation Master Code

Approval of Reports by Board (including letter) ____ Yes ____ No

Signature of Facility Administrator Acknowleding Awareness of Deficiencies Date Signed

Florida Community Colleges Risk Management Consortium
Piper Walton, Loss Prevention Manager
5700 SW 34th St. Suite 1205
Gainesville, Florida 32608
(352) 955-2190

Community College Being Inspected: **Brevard Community College**
FISH/FICE Number: 990-001470
Campus: **Melbourne (South) Campus**
Address: 3865 North Wickham Avenue
Melbourne, FL 32935

State Requirements for Educational Facilities (SREF) Inspection
Fiscal Year 2008-2009

VMC	Bldg #	Room #	Deficiency Description	Times Cited	Expected Correction/Completion Date
209	5	Exit 122	Replace fire rated door	0	7/2009
209	8	131	Remove stops from fire rated door	0	5/2009
			Buildings 1-4, 6-7 and 9-27 -- NO DEFICIENCIES		
			Continue maintenance & repair of walks, roads, drives, and parking lots		
			Continue to upgrade Obselete fire alarm systems and elevators		

Total Number of deficiencies cited not involving serious life safety hazards: 2
Total Number of deficiencies cited involving serious life safety hazards: 0
Date Of The Next Inspection: Feb-10

Signature of Inspector: R. Walton
Date Signed: 6-Apr-09
Inspection Page: 1 of 1
Inspection Type: Fire Safety, Casualty, and Sanitation
Date of Inspection: 23-Feb-09

* Violation Master Code

Approval of Reports by Board (including letter) ____ Yes ____ No

Signature of Facility Administrator Acknowleding Awareness of Deficiencies Date Signed

Florida Community Colleges Risk Management Consortium
Piper Walton, Loss Prevention Manager
5700 SW 34th St. Suite 1205
Gainesville, Florida 32608
(352) 955-2190

Community College Being Inspected:	**Brevard Community College**
FISH/FICE Number:	990-001470
Campus:	**Titusville (North) Campus**
Address:	1311 North US1
	Titusville, FL 32796

State Requirements for Educational Facilities (SREF) Inspection
Fiscal Year 2008-2009

VMC	Bldg #	Room #	Deficiency Description	Times Cited	Expected Correction/Completion Date
102	1	102	Post occupancy capacity	0	4/16/2009
407	1	134	Repair trouble on fire alarm system	0	3/26/2009
	1	136	Follow OSHA lock out - tag out proceedures	0	3/23/2009
	1	217B	Chemical storage shelves need 1/2" lip	0	2/2009
901	3	AH201	No storage in mechanical room	0	3/25/2009
202	9	Exit 207B	Exit light out	0	2/2009
407	7	0	Repair trouble on fire alarm system	0	3/26/2009
			Buildings 77-78 -- NO DEFICIENCIES		
			Continue maintenance & repair of walks, roads, drives, and parking lots		
			Continue to upgrade Obselete fire alarm systems and elevators		

Total Number of deficiencies cited not involving serious life safety hazards: 7
Total Number of deficiencies cited involving serious life safety hazards: 0
Date Of The Next Inspection: Feb-10

Signature of Inspector: _____
Date Signed: 6-Apr-09
Inspection Page: 1 of 1
Inspection Type: Fire Safety, Casualty, and Sanitation
Date of Inspection: 23-Feb-09

* Violation Master Code

Approval of Reports by Board (including letter) ____ Yes ____ No

Signature of Facility Administrator Acknowledging Awareness of Deficiencies — Date Signed

Florida Community Colleges Risk Management Consortium
Piper Walton, Loss Prevention Manager
5700 SW 34th St. Suite 1205
Gainesville, Florida 32608
(352) 955-2190

Community College Being Inspected: **Brevard Community College**
FISH/FICE Number: 990-001470
Campus: **Palm Bay Campus**
Address: 250 Community College Parkway
Palm Bay, FL 32909

State Requirements for Educational Facilities (SREF) Inspection
Fiscal Year 2008-2009

VMC	Bldg #	Room #	Deficiency Description	Times Cited	Expected Correction/Completion Date
407	1	136A	Repair trouble on fire alarm system	0	3/30/2009
209	1	N 1st Floor	Replace and/or repair all doors in fire rated corridor to meet code	0	12/2009
			Buildings 2-21 -- NO DEFICIENCIES		
			Continue maintenance & repair of walks, roads, drives and parking lots		
			Continue to upgrade Obselete fire alarm systems and elevators		

Total Number of deficiencies cited not involving serious life safety hazards: 2
Total Number of deficiencies cited involving serious life safety hazards: 0
Date Of The Next Inspection: Feb-10

Signature of Inspector: P. Walton
Date Signed: 6-Apr-09
Inspection Page: 1 of 1
Inspection Type: Fire Safety, Casualty, and Sanitation
Date of Inspection: 23-Feb-09

* Violation Master Code

Approval of Reports by Board (including letter) ____ Yes ____ No

Signature of Facility Administrator Acknowledging Awareness of Deficiencies — Date Signed