AGREEMENT

BETWEEN THE

DISTRICT BOARD OF TRUSTEES

EASTERN FLORIDA STATE COLLEGE

AND

UNITED FACULTY OF FLORIDA

BREVARD CHAPTER

2015-2018

Table of Contents

LIST OF ACRONYMS/ABBREVIATIONS 8
ARTICLE 1: PREAMBLE 9
1.1— Agreement 9
1.2— Interests 9
1.3— Recognition of College Mission 9
ARTICLE 2: RECOGNITION 10
ARTICLE 3: DEFINITIONS 11
3.1— Administrator 11
3.2— Administration 11
3.3— Agreement 11
3.4— Associate Vice President of Human Resources 11
3.5— Auxiliary Assignment 11
3.6— Bargaining Unit 11
3.7— Board 12
3.8— Business Days 12
3.9— Classroom 12
3.10— College 12
3.11— College President 12
3.12— Contracts 12
3.13— Daily Rate of Pay Calculation 13
3.14— Department Chairperson 13
3.15— eLearning 13
3.16— Faculty Classifications 13
3.17— Full-Time Faculty—Overload Teaching Assignments 14
3.18— In-service/Administrative Day 14
3.19— Maintenance of Continuing Contract (MCC) 14
3.20— Program Manager 15
3.21— Program and/or Curriculum Coordinator 15
3.22— Provost 15
3.23— Rank 15
3.24— Release/Reassignment Time 15
3.25— Sabbatical 15
3.26— Seniority 15
3.27— Shared Governance 16
3.28— Supervising Administrator 16
3.29— Supervising Administrator Designee 16
3.30— Tenure 16
3.31— Work/Contact Hours 16
3.32— UFF-Brevard/Union 17
ARTICLE 4: GENERAL PROVISIONS 18
4.1— Duration of Agreement 18
4.2— Severability 19
4.3— Waiver 19
4.4— Masculine/Feminine and Singular/Plural Pronouns 19
4.5— Protection against Discrimination 19

4.6— Drug-Free Workplace 20
4.7— Forms 20
4.8— Non-Assignment 20
4.9— Controlling Clause 20
4.10— No Strike 21
4.11— Contract Printing 21
ARTICLE 5: UNION RIGHTS 22
5.1— Membership Dues 22
5.2— Facilitation of Faculty Relations 23
5.3— Access to Information 24
5.4— Access to Facilities 26
5.5— Internal Mail Service 26
5.6— Bulletin Boards 26
5.7— Union Office 27
5.8— Access to New Faculty Orientation 27
5.9— Access to Faculty 27
5.10— Consultation with the College President 27
ARTICLE 6: FACULTY RIGHTS 28
6.1— Bargaining Unit Member Rights 28
6.2— Academic Freedom 28
6.3— Textbook Selection 29
6.4— Right to Privacy 31
6.5— Personnel Files 31
6.6— Intellectual Property 31
6.7— Outside Employment 32
6.8— Consultant Fees 32
6.9— Faculty Offices 32
6.10— Parking 33
6.11— Enhancement of Professional Skills 33
6.12— Minimum Credentials 34
6.13— Selection of New Faculty 34
6.14— Vacancies/Transfers 36
6.15— Access to College Mail 39
6.16— Councils and Committees 39
6.17— Legal Assistance 40
6.18— Union Representation (Weingarten Rights) 41
6.19— Retired Faculty Members 41
ARTICLE 7: MANAGEMENT RIGHTS AND PREROGATIVES 42
7.1— Management Rights 42
7.2— Subsequent Bargaining 42
7.3— Normal Employer Rights 42
7.4— College-Wide Scheduling 43
ARTICLE 8: FACULTY DUTIES AND RESPONSIBILITIES 44
8.1— Intent 44
8.2— Faculty Contract Length 44
8.3— Faculty Responsibilities 46

Instructional Faculty Workload and Responsibilities 46
Priority for Scheduling Assignments 46
Office Hours 46
Instructional Faculty Responsibilities 48
8.4— Library Faculty Workload and Responsibilities 50
Library Faculty Workload 50
Library Faculty Responsibilities 50
8.5— Counselor Faculty Workload and Responsibilities 52
Counselor Faculty Responsibilities 52
8.6— Additional Professional Obligations 54
8.7— Other Terms and Conditions 55
8.8— Instructional Faculty-Load Point System 56
8.9— Course Definitions 56
8.10— Value by Major Function 59
8.11— Meeting Load-Point Obligations 60
Banking Load Points 61
8.12— Faculty Overloads 61
8.13— Adjunct Instructional Assignments for Full-Time Faculty Members 63
8.14— Non-Instructional Assignment Agreement 64
Auxiliary Assignment Agreement 64
Release/Reassignment Agreement 65
8.15— Faculty Members Accepting an Administrative Position 65
Re-entry of Tenured Faculty Currently in an Administrative Position 65
Re-entry of Non-tenured Faculty who Accept an Administrative Position 66
8.16— Department Chairpersons, Program Managers and Program Coordinators 68
Department Chairperson 69
Program Manager 69
Program Coordinator 69
8.17— College-Wide and Campus-Based Coordinators 70
College-wide Coordinator 70
Campus-Based Coordinator 70
8.18— Cluster and Major Committee Chairs 70
8.19— Substitute Teaching 70
8.20— Working Conditions and Environment 71
Healthful Work Place 71
Student Behavior 71
Disruptive Student Behavior 72
8.21— Duplication Facilities 72
8.22— Grading System 73
Grading Systems 73
8.23— Class Observations 73
ARTICLE 9: FACULTY EVALUATION 75
9.1— Intent 75
9.2— Faculty Evaluations 75
9.3— Evaluation of Department Chairs, Program Managers, Program Coordinators and College-wide and Campus-based Coordinators 79

ARTICLE 10: PROFESSIONAL DEVELOPMENT 80
10.1— Intent 80
10.2— Opportunities 80
10.3— Tenured Faculty Development Cycle 80
10.4— Non-Tenured Faculty Development 81
10.5— Expenditure of Funds 81
ARTICLE 11: TENURE, PROMOTION AND RANK 82
11.1— Tenure (Continuing Contract) 82
11.2— Maintenance of Continuing Contract 85
11.3— Promotion 85
11.4— Rank (Title) 87
ARTICLE 12: LEAVE 89
12.1— Authorization for Leave 89
12.2— Administrative Leave 90
12.3— Childbirth/Adoption of Infant Leave 90
12.4— Court Duty/Jury Duty 91
12.5— Domestic Violence Leave 91
12.6— Emergency Leave 92
12.7— Family Medical Leave Act (FMLA) 92
12.8— Line-of-Duty Leave 93
12.9— Military Leave 93
12.10— Personal Leave with Pay 93
12.11— Personal Leave without Pay 94
12.12— Professional Leave with Pay 94
12.13— Sick Leave 96
12.14— Vacation Leave 97
12.15— Workers' Compensation Leave 97
12.16— Terminal Pay 97
12.17— Leave Usage 98
ARTICLE 13: BENEFITS 99
13.1— Insurance 99
13.2— Life Insurance 99
13.3— Retirement 100
13.4— Workers' Compensation Insurance 100
13.5— Employee Tuition Assistance Program 101
13.6— Dependent's Tuition Work Program 101
13.7— Fee Waivers 101
13.8— Dependent's Tuition Program 101
13.9— Employee Emergency Assistance Fund 101
13.10— Salary Checks 102
ARTICLE 14: SALARIES AND COMPENSATION 103
14.1— Intent 103
14.2— Contract Period 104
14.3— Minimum Salary Schedule 104
14.4— Guidelines for Faculty Starting Salaries 104
14.5— Monetary Supplements 105

14.7—ACADEMIC DISCIPLINE PEER AWARD (ADPA) 108
General Information 108
Selection Committee 108
Eligibility Requirements 109
Procedure for Applying 110
Guidelines/Criteria 110
14.6— Promotion in Rank (Title) 111
14.7— Grant Awards 112
14.8— Professional Learning Activities Support 112
14.9— Salary Inversion 112
ARTICLE 15: LAYOFF AND RECALL 113
15.1— Layoff 113
15.2— Recall 114
ARTICLE 16: GRIEVANCE and ARBITRATION 116
16.1— Grievances 116
16.2— Arbitration 120
ARTICLE 17: DISCIPLINARY ACTIONS and PROCEDURES 123
17.1— Disciplinary Actions 123
17.2— Disciplinary Procedure 123
ARTICLE 18: MISCELLANEOUS 126
18.1— Calendar 126
18.2— Waivers 126
18.3— Fee Waivers 126
Table of Appendices 127
APPENDIX A—United Faculty of Florida: Brevard Chapter Membership Form 128
APPENDIX B—UFF-PAC Payroll Deduction Authorization Form 129
APPENDIX C—United Faculty of Florida/Eastern Florida State College Grievance Form 130
APPENDIX D—United Faculty of Florida/Eastern Florida State College Notice of Arbitration 131
APPENDIX E—Eastern Florida State College Guidelines for Faculty Minimum Salary by Category . 132
APPENDIX F—Eastern Florida State College Optional Pay Form 133
APPENDIX G—Peer Evaluation 134
APPENDIX H—Department Chair Evaluation Performance Review Form 136
APPENDIX I—Program Coordinator/Program Manager Evaluation Performance Review Form 140
APPENDIX J—College Wide or Campus Based Coordinator Evaluation Performance Review Form 144
APPENDIX K—Instructional Faculty Self-Evaluation and Performance Review Form 148
APPENDIX L—Librarian Faculty Evaluation Performance Review Form 156
APPENDIX M—Student Course Opinion Form 164
APPENDIX N—Faculty Professional Development and Advancement by Classification 166
APPENDIX O—Rank Change Committee Scoring Guide 169
APPENDIX P—Notice of Intent to Impose Disciplinary Action 170
APPENDIX Q—Rank Change Committee Checklist 171
APPENDIX R—Change in Rank Application 172
APPENDIX S—Tenure Timeline 175
APPENDIX T—Tenure Application 176
APPENDIX U—Department Chair Responsibilities Checklist 178
APPENDIX V—Program Manager Responsibilities Checklist 179

APPENDIX W—Program Coordinator Responsibilities Checklist 180
APPENDIX X—College-wide Coordinator Responsibilities Checklist 181
APPENDIX Y—Campus-Based Coordinator Responsibilities Checklist 182
APPENDIX Z—Required Syllabus Content 183

LIST OF ACRONYMS/ABBREVIATIONS

AA	Associate of Arts
AAC	Academic Affairs Council
ADPA	Academic Discipline Peer Award
AS	Associate of Science
BAS	Bachelor of Applied Science
CTE	Center for Teaching Excellence
DC	Department Chair
DTWP	Dependent's Tuition Work Program
DOAH	Department of Administration Hearing
EAP	Employee Assistance Program
EEAF	Employee Emergency Assistance Fund
FMCS	Federal Mediation and Conciliation Service
FRS	Florida Retirement System
FMLA	Family Medical Leave Act
MCC	Maintenance of Continuing Contract
NACES	National Association of Credentialing and Evaluation Services
PC	Program Coordinator
PM	Program Manager
PSAV	Post-Secondary Adult Vocational
RIF	Reduction in Force
SACSCOC	Southern Association of Colleges and Schools Commission on Colleges
TPDC	Tenure and Professional Development Council
TRP	Tuition Reimbursement Program
UFF-Brevard	United Faculty of Florida-Brevard
USERRA	Uniformed Services Employment and Reemployment Rights Act

ARTICLE 1: PREAMBLE

1.1—Agreement

This Agreement is entered into by and between the District Board of Trustees of Eastern Florida State College (hereinafter the Board or Employer), and United Faculty of Florida-Brevard (hereinafter, UFF-Brevard).

1.2—Interests

This Agreement is intended to serve the interests 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 anticipated that this Agreement will serve the public interest by ensuring that administrative staff and members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions, by defining the Employer's obligations to the UFF-Brevard and members of the bargaining unit in order to avoid disputes due to misunderstandings, and by providing a grievance procedure for the resolution of any claims that the Agreement has been violated.

1.3—Recognition of College Mission

Both the Board and UFF-Brevard recognize the College's mission to provide the highest quality of educational services to the community served, and acknowledge their responsibility and contribution toward this objective. They 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-Brevard to maintain a high level of professional standards of knowledge, integrity and dedication.

ARTICLE 2: RECOGNITION

The Board recognizes the UFF-Brevard 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—Administrator

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.

3.2—Administration

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

3.3—Agreement

Agreement: The contract between the Board and UFF-Brevard.

3.4—Associate Vice President of Human Resources

Associate Vice President 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.

3.5—Auxiliary Assignment

Auxiliary Assignment: A non-instructional assignment for full-time faculty for a specific time and a clearly defined purpose.

3.6—Bargaining Unit

Bargaining Unit: All full-time Faculty (including Temporary 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.

3.7—Board

Board: The District Board of Trustees of Eastern Florida State College.

3.8—Business Days

Business Days: Business days are those days on which the College's administrative offices are open.

3.9—Classroom

Classroom: Classroom includes both the traditional classroom and the online classroom.

3.10—College

College: Eastern Florida State College.

3.11—College President

College President: The President of Eastern Florida State College as designated by the Board.

3.12—Contracts

A. Faculty Basic Academic-Year Contract—The term of duty for full-time faculty typically consisting of those class days in not more than sixteen (16) week Fall and Spring terms plus no more than five (5) in-service/administrative days plus one (1) commencement. While the actual start and end dates may be modified as provided in Article 8, workdays shall not exceed a maximum 165 workdays per year over approximately 34 workweeks. The equivalent of 30 credits (basic faculty load) shall be awarded as a basic year contract regardless of the semesters of instruction.

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/administrative 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 Basic Year daily rate

of pay pro-rated upward for duty days in excess of that year's Faculty Basic Academic Year Contract.

3.13—Daily Rate of Pay Calculation

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. An Extended-Year Contract salary will be computed by multiplying the daily rate of pay by the number of contractual days for that year in the Extended-Year Contract.

3.14—Department Chairperson

Department Chairperson: A 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. Department Chairpersons will assist the supervisors on each campus, as needed, in carrying out their duties and will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

3.15—eLearning

eLearning: 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.

3.16—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 responsibilities include the library science/information, literacy curriculum and maintaining the professional integrity of the libraries' academic content, and services.
    3. Counselors—Those faculty members whose primary responsibility is counseling.

B. Temporary Full-Time Faculty—Includes temporary full-time faculty positions established for a limited period not to exceed two consecutive academic years. Temporary full-time faculty positions may be renewable on an annual basis. The total number of temporary full time faculty will not exceed 5% of the number of regular full time faculty. Any addition to this number of temporary full time faculty in excess of the 5% will be reviewed with UFF-Brevard in advance. Temporary full-time faculty members enjoy all benefits of this Agreement, except as noted in Article 8. Up to one year of a full time temporary faculty member's assignment may be applied to the tenure process.

C. Grant-Funded Faculty—Those full-time temporary, non-tenured faculty members, 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 may 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.

3.17—Full-Time Faculty—Overload Teaching Assignments

Full-Time Faculty—Overload Teaching Assignments: An overload teaching assignment is any course taught by a full-time faculty member during a term when the faculty member has already completed his basic contractual obligations.

3.18—In-service/Administrative Day

In-service/Administrative Day: A district-wide contractual day of service scheduled on a non-teaching day.

3.19—Maintenance of Continuing Contract (MCC)

Maintenance of Continuing Contract (MCC): The recurring obligation of tenured faculty to complete a specified number of activities for professional development.

3.20—Program Manager

Program Manager: A 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. Program Managers will assist the supervisors on each campus or division carrying out their duties and will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

3.21—Program and/or Curriculum Coordinator

Program and/or Curriculum Coordinator: A faculty member who assumes certain specific responsibilities within a program or cluster of programs to assist the Supervising Administrator.

3.22—Provost

Provost: The chief administrator responsible for a particular campus or division at the College.

3.23—Rank

Rank: A title awarded to faculty related to professional achievement and years of service at EFSC.

3.24—Release/Reassignment Time

Release/Reassignment Time: Time reassigned from instructional load; only applies to instructional time, not advising hours.

3.25—Sabbatical

Sabbatical: Professional leave with or without pay within the designated contract cycle.

3.26—Seniority

Seniority: Relative position within the faculty bargaining unit determined by total number of years employed as a full-time faculty member at Eastern Florida State College.

3.27—Shared Governance

Shared Governance: Eastern Florida State College supports the concept of shared governance. Shared governance attempts to balance maximum participation in decision making with clear accountability. Shared governance gives voice (but not necessarily ultimate authority except where otherwise designated in this agreement) to concerns common to all constituencies as well as to issues unique to specific groups while enabling the College to maintain administrative authority for final decision making subject to the direction of the Board of Trustees.

3.28—Supervising Administrator

Supervising Administrator: Administrator with direct supervisory responsibility over a full-time faculty member. Examples may be a Vice President, Provost, Associate Provost, Work-Force Administrator or Dean.

3.29—Supervising Administrator Designee

Supervising Administrator Designee: A member of the college administration with supervising responsibilities for faculty. A bargaining unit member may not be a designee.

3.30—Tenure

Tenure: Service, as defined by the maintenance of continuing contract, is at the core of what it means to be tenured at EFSC. Tenure allows the exercise of academic freedom with integrity and without fear of reprisal. Tenured faculty have completed a probationary period and provided evidence of effective service. An individual faculty member's service will necessarily vary. Tenured faculty may only be removed (fired) for good cause.

3.31—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.

3.32—UFF-Brevard/Union

UFF-Brevard/Union: The United Faculty of Florida (UFF) Brevard Chapter at Eastern Florida State College. Affiliated with the FEA, NEA, AFT, and the AFL-CIO, this is the exclusive certified bargaining agent of faculty in the bargaining unit. When referring to official notifications and communications, "the Union" shall mean the President of UFF-Brevard.

ARTICLE 4: GENERAL PROVISIONS

4.1—Duration of Agreement

A. This Agreement shall become effective when ratified by the faculty in the bargaining unit and by the Employer, or July 1, 2015, whichever occurs later.

B. This Agreement shall continue in effect through 12:00 a.m. on the first day of the 2018-19 academic year, subject, to the following:

1. 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.
2. In order to exercise either or both of the reopener rights provided above, the party initiating a reopener shall notify the other party, of its intention to do so. Such written notice will be provided between April 15 and May 1 of each year. For purposes of this reopener agreement, the first year of this Agreement shall be deemed to end on June 30, 2016, and the second year shall be deemed to end on June 30, 2017, regardless of the date when this Agreement is actually executed and/or ratified.
3. 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.

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.

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.

4.4—Masculine/Feminine and Singular/Plural Pronouns

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

4.5—Protection against Discrimination

A. Neither the College nor the Union shall discriminate against any faculty 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, that neither will discriminate against faculty based on gender, gender preference, race, ethnicity, genetics, color, religion, national origin, sex, age, disabilities, marital status, veteran status, ancestry, political affiliation, or sexual orientation. It is the intent of the parties that any faculty 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 faculty and the Union on behalf of the faculty waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.

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 drugs, 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 such as clinical sites. 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.

4.7—Forms

Such printed forms as are used in the specific implementation or maintenance of this Agreement shall be by mutual agreement of Eastern Florida State College and UFF-Brevard. With the exception of the Grievance Procedure form, which will be available from the Union, a faculty member may receive a copy of each form used to implement this Agreement from his immediate Supervising Administrator or the Associate Vice President of Human Resources. Mutually agreed upon forms are included in Appendices herein.

4.8—Non-Assignment

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

4.9—Controlling Clause

This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become the official policy of the UFF-Brevard and the Board. Any conflict between the

provisions of this Agreement and any Board policies, 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 UFF-Brevard and the Board.

4.10—No Strike

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

4.11—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

5.1—Membership Dues

A. Subject to the restrictions set forth in the Florida Statutes, the Employer agrees to deduct from the pay of faculty 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-Brevard, or their designee, faculty dues and elective UFF Political Action Contributions. The amount of UFF-Brevard dues and assessments are uniformly charged by the UFF-Brevard to all members. The UFF Political Action Contribution is a voluntary deduction. The Employer will also provide UFF-Brevard with a list of the unit members from which deductions were made. Forms are available in Appendix A.

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

C. If the faculty 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. UFF-Brevard 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 UFF-Brevard's obligation to keep the Employer at all times informed, through certification by a responsible official of the UFF-Brevard, of the amount of uniform dues and/or assessment deductible from faculty’s pay. 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 UFF-Brevard and to payroll, or until the faculty terminates his or her employment.

G. The Employer will not deduct or transmit to UFF-Brevard 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-Brevard dues will be transmitted to the Employer using the wording in Appendix A.

5.2—Facilitation of Faculty Relations

A. Members of the UFF-Brevard 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.

B. 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 Supervising Administrator(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 or division.

C. The College shall provide release/reassignment time 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.

D. Thirty (30) load points release/reassignment time, shall be provided in each of Fall and Spring Terms to the President of the UFF-Brevard Chapter.

E. In those years during which full contract bargaining occurs, the College shall provide another thirty load (30) points, 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.

F. For non-instructional faculty members, time equivalent to the credit hours shall be provided as release/reassignment time in the above instances.

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

H. UFF-Brevard shall provide each provost and the Associate Vice President of Human Resources with an updated and current list of certified Union representatives at each campus or division

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 UFF-Brevard.

5.3—Access to Information

A. During the term of this agreement, the Administration agrees to furnish to the UFF-Brevard, 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-Brevard to intelligently fulfill its role as bargaining agent. This article shall not oblige the Administration to make calculations or compilations, but refers only to the right to obtain existing records. A charge not to exceed $0.10 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 access to an electronic copy of the Agreement to each member of the bargaining unit. Additional printed copies will be provided to UFF-Brevard upon request. The cost of reproduction and printing the Agreement will be borne equally by the College and the UFF-Brevard. The College will provide access to an electronic copy of the Agreement to each new member of the bargaining unit when he is employed or transferred into the bargaining unit.

C. The College agrees to furnish the UFF-Brevard with the following items without charge:
    1. The College Operating Budget and any changes thereto.
    2. Information, upon request, concerning the College’s financial activities.
    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 assignments

i. Primary teaching field and level (AS, AA, BAS, BS, PSAV)

j. Degree (same classification as used in Appendix E)

k. Date of tenure award

l. 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.

6. The names, length of appointment, and date of appointment of faculty members serving on any College standing councils, boards, committees, and working groups, 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 UFF-Brevard, 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 Associate Vice President of Human Resources.

5.4—Access to Facilities

A. UFF-Brevard shall have the right to use College facilities and equipment at reasonable times when such equipment is not otherwise in use. UFF-Brevard shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment including completion of necessary College forms.

B. UFF-Brevard 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, UFF-Brevard shall reimburse the Administration for all costs associated with utilizing a College facility if UFF-Brevard requests the use of a facility at a time when the facility is not normally available. However, the College President or designee may choose not to charge UFF-Brevard for the use of a facility.

D. UFF-Brevard will provide each Provost and the Associate Vice President of Human Resources with a list of all Union council members and officers who are authorized to request the use of College facilities.

5.5—Internal Mail Service

UFF-Brevard, 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 UFF-Brevard. UFF-Brevard Executive Council shall have access to any and all College email distribution lists which include faculty members in the bargaining unit.

5.6—Bulletin Boards

The College shall provide UFF-Brevard access to bulletin boards at each campus or division where available.

5.7—Union Office

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

5.8—Access to New Faculty Orientation

When the College conducts an orientation for newly employed faculty, the UFF-Brevard may, at its discretion, make a presentation and provide a packet of information to be distributed with orientation materials. The College will notify the Union of the date of orientation and number of participants no less than two business days prior to the orientation.

5.9—Access to Faculty

If the College conducts a campus or division-wide or district-wide meeting, in-service, or professional development day or event for faculty members, UFF-Brevard may, at its discretion, make a presentation and provide an information packet 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 shall include such information in the program of events if so requested by the Union.

5.10—Consultation with the College President

The College President and the UFF-Brevard President agree to consult (not bargain) on matters of concern at a time convenient to both parties.

ARTICLE 6: FACULTY RIGHTS

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 provide an opportunity to discuss any changes prior to implementation.

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

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 Eastern Florida State 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.
    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.
    3. In the spirit of academic freedom and shared governance, library faculty rights shall include responsibility over the library content/collection according to mutually established procedures. The Administration will consult the library faculty when reviewing library collection, content, access, and services.
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 must recognize the special position in the community he holds as an employee of Eastern Florida State College in that the public may judge both the faculty

member's institution and profession by his 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 is not a spokesperson for Eastern Florida State College.

C. The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students. Faculty members further recognize their obligation to maintain at all times a professional attitude towards students.

6.3—Textbook Selection

Recognizing that adoption of textbooks is a fundamental principle of academic freedom, faculty members (annual contract and tenured faculty) 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 textbooks selected for a course. The faculty member may keep the textbooks or return them to his immediate Supervising Administrator.

A. Where feasible, textbook selections shall be a minimum of three (3) years.
    1. If the faculty member is the only full-time faculty member in a particular course on a given campus or division, 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 or division and are taught by two or more full-time faculty members 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 or division and/or college-wide faculty committee appointed to select such texts for courses on that campus or division.
    3. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Supervising Administrator may make an exception to the minimum three-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 faculty member in a particular course on a given campus or division, who wishes to select a custom-bound textbook, he may do so

provided the following conditions are met and 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 or division 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 or division course is two (2).
5. A custom text must be adopted for a minimum of three (3) 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 or division may request the Campus or division 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. No employee of a Florida College System institution or state university may demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of value, present or promised, in exchange for requiring students to purchase a specific textbook for coursework or instruction. An employee may receive:

1. Sample copies, instructor copies, or instructional materials. These materials may not be sold for any type of compensation if they are specifically marked as free samples not for resale.
2. Royalties or other compensation from sales of textbooks that include the instructor's own writing or work.
3. Honoraria for academic peer review of course materials.
4. Fees associated with activities such as reviewing, critiquing, or preparing support materials for textbooks pursuant to guidelines adopted by the State Board of Education or the Board of Governors.
5. Training in the use of course materials and learning technologies.

F. Consumable (Workbook) Texts—Consumable (workbook) texts may be selected by the appropriate campus or division textbook selection committee on a semester basis.

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

6.4—Right to Privacy

A faculty member 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.

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 release/reassignment 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 individual personnel files in the Human Resources Department during normal business hours with an advance request of one working day. A faculty member may review his "unofficial" personnel file at the Campus or division, 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.

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, and any associated profits derived therefrom.

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.

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 College President will establish administrative procedures to ensure that such outside employment does not conflict with or does not reduce the capability to perform required functions as faculty of Eastern Florida State College. In the event a conflict between employment with the College and outside employment does occur, the employment at Eastern Florida State College will be considered primary.

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. The employment as a consultant will be reported on the appropriate College form.

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 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 or division 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 upon verification of faculty identification.

6.10—Parking

On each campus or division the Administration shall provide off-street parking facilities designated for full-time faculty. 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.

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 current academic year reimbursement policy. Such TRP shall not be altered, changed, or modified with regard to full-time faculty without prior notification to the Union.

B. A faculty member may also attend approved seminars or workshops within the faculty member's discipline or 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.

C. Faculty may use the TRP for student loan reimbursement up to an amount not to exceed $3,500 per year, provided such funding is available. To qualify, the faculty must:
    1. Have been employed at the college for a minimum of five (5) years with satisfactory evaluations
    2. Demonstrate that the degree is directly related to his primary job duties at the college
    3. Demonstrate the loan was incurred after employment at the college
    4. Demonstrate that the loan is current, in good standing, without delinquency
    5. Submit the appropriate paperwork on an annual basis for consideration
    6. Commit to work for the college for one (1) year for every year that the TRP is used for student loan reimbursement.

6.12—Minimum Credentials

To be in compliance with the published requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published by these agencies. The faculty member is responsible for assuring compliance with minimum credentialing standards. In the event of changes in credentialing requirements, the faculty member will be eligible to apply for the standard tuition reimbursement program.

Tenured faculty will be allowed 18 months to meet changed credentialing requirements as a condition of employment unless alternate arrangements are approved by the College President.

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

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 College President or designee will establish faculty screening committees that will be consulted prior to the hiring of new full-time faculty members. Any such committee shall consist of full-time faculty members. 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. 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) tenured faculty members, the majority of whom teach in the same field or subject area as the candidate under consideration and who are assigned to the campus for which the candidate is being considered.
    2. If sufficient numbers of faculty are not available from the appropriate discipline and campus or division, faculty members from another campus or division 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.
    3. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty.
    4. For a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty.
    5. 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 assignment to a screening committee for selection of new faculty.
    6. Temporary full-time 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 concerning the finalists, listing alphabetically and/or by ranked preference, with the appropriate Supervising Administrator who will provide this information to the Vice President of Academic Affairs.
5. Input from faculty screening committees will be advisory only; final decision rests with the College President, who will notify the Supervising Administrator of his final decision. In the event this decision deviates from the committee recommendation, the Supervising Administrator shall provide feedback to the committee chairperson to assist in future selections.

C. If the College conducts a campus or division 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. The College will notify the Union of the date of orientation, and number of participants as soon as practical prior to the orientation.

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 division, 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 a campus location: Titusville, Cocoa, Melbourne, Palm Bay, or any established center/institute. When a new faculty position or vacancy appears at any such location and the College 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. All position openings at the College will be advertised by intra-college publication or by special bulletin, and by email to all faculty. 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 Supervising Administrator and the Associate Vice President of Human Resources by the job close date as printed on the job posting. In the event of a request for transfer between disciplines, the Supervising Administrator, 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 Supervising Administrator for review and approval.
    a. The transfer request shall be considered by a screening committee of faculty members from the same or a related discipline. The screening committee shall consist of at least three (3) tenured faculty members and all members shall be from the campus where the opening exists.
        1. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty.
    b. The screening committee shall make its recommendation to the Supervising Administrator.
    c. The Supervising Administrator making the transfer request decision will notify the requesting faculty member of the decision in writing within ten (10) business days of the committee's final recommendation to the Supervising Administrator. 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, 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 division, the Supervising Administrator with responsibility for the academic 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. Reassignments for a single semester within a single contract year are considered temporary. Reassignment for more than one semester in a single contract year is considered an involuntary transfer.

I. A tenured faculty member involuntarily transferred retains the right to apply for any subsequent vacancies as outlined in this article.

J. If it is necessary to select a unit member for involuntary transfer, the Vice President of Academic Affairs 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 Vice President of Academic Affairs in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the Vice President of Academic Affairs select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the College 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/Brevard.

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, 1 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 (terminal)	4 points
Masters	3 points
Bachelors or equivalent	2 points
Less than Bachelors	1 point

K. A faculty member selected for involuntary transfer to another campus or division 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.

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 provided a mailbox at his assigned campus or division 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 an 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.

6.16—Councils and Committees

A. The College will maintain two Councils consisting of faculty and representatives from the Administration, who may be Administrators or staff members, as appropriate, to review and/or prepare recommendations for the College President or designee.

1. Administrators and staff members will not be voting members of the Academic Affairs Council (AAC) or the Tenure and Professional Development Council (TPDC).
2. The Councils may establish committees or subgroups as needed to accomplish the purposes of the Councils. The Councils will present these recommendations to the College President through established means.
3. The operations of each Council, including number, membership distribution, and length and terms of service, will be established in a handbook.
4. Substantive changes to AAC/TPDC Handbook content may only be made under the following conditions:
    a. AAC or TPDC approval.
    b. UFF-Brevard EC review and approval.
    c. Administration will be notified of all changes.

B. The AAC will be comprised and operate as follows:
   1. All voting members of the AAC 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 Council will be a tenured faculty member. The chair will be granted thirty (30) points release/reassignment time from instructional duties for each major academic term. If the chair remains equally active during the Summer Term, the chair will receive thirty (30) points at the established adjunct rate for those duties. Additional release/reassignment time may be granted to officers of the AAC as the need arises.
   4. The College and UFF-Brevard will mutually develop goals for the AAC.

C. The TPDC and standing committees will be comprised and operate as follows:
   1. All voting members of the TPDC and Campus Tenure Committees will be full-time, tenured faculty.
   2. The chair of the College-wide TPDC will be granted thirty (30) points release/reassignment time from instructional duties for each major academic term during which the TPDC is meeting regularly.
   3. The College and UFF-Brevard will mutually develop goals for the TPDC.
   4. The TPDC members shall be selected as outlined in the Handbook.

D. Faculty will participate as voting members of the following committees:

Insurance
Academic Calendar (as defined in article 18.1)
College-wide Quality Enhancement Plan (QEP)

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 College President.

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.

6.19—Retired Faculty Members

A retired faculty member shall have privileges to use the College's facilities such as athletic facilities 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 agreements with 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

7.1—Management Rights

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.

7.2—Subsequent Bargaining

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 faculty. Bargaining shall subsequently take place upon the request of either party.

7.3—Normal Employer Rights

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 faculty for hire; determine staffing requirements; schedule work; determine the duties required of faculty; 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.

7.4—College-Wide Scheduling

It is the responsibility of the Administration to establish a College-wide course schedule which prioritizes times and locations, and/or instructional formats which meet the needs of the students on each campus.

ARTICLE 8: FACULTY DUTIES AND RESPONSIBILITIES

8.1—Intent

The professional duties and responsibilities of College faculty members are comprised of scheduled as well as non-scheduled activities. The Administration and the UFF-Brevard 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 discretion, provided that such arrangements do not conflict with College policies and procedures.

8.2—Faculty Contract Length

The basic academic-year contract for full-time faculty members is defined as follows: 160 days of class sessions, final examinations, and office time, plus a maximum of four (4) in-service/administrative days, plus one (1) day for attendance and participation in one Commencement ceremony. The total number of contract days during the basic academic-year contract (excluding state-approved holidays) shall not exceed 165 days per year.

A. Except as provided elsewhere in this section, or in the case of 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. By the end of the spring term, the administration will notify each faculty member on annual contract concerning the renewal and duration of his employment contract for the following academic year, beginning with the fall term. Each notice will specify whether the duration of the contract will be a Basic Academic-Year (165-day) Contract, or an Extended-Year Contract as defined elsewhere in this section.
    2. By April 1, the administration will notify each tenured faculty member concerning the duration of his employment contract for the following academic year, beginning with the fall term. Each notice will specify whether the duration of the contract will be a Basic Academic-Year (165-day) Contract, or an Extended-Year Contract as defined elsewhere in this section.

3. The notice date for faculty seeking tenure shall be consistent with Article 11.1.C.
4. 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 related programs and other academic programs which require the duties and responsibilities of full-time faculty members may receive an Extended-Year Contract if their work assignment is expected to exceed 165 days. This will be administratively determined by the end of the spring term each year. 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. This will be administratively determined by the end of the spring term each year.

1. The duration of the Extended-Year Contract will be based upon the Basic Academic-Year contract with the addition of term responsibilities 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.
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 an Extended Year Contract when assigned to temporary duties involving primarily non-instructional responsibilities.

1. An Extended Year 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. An Extended Year Contract will not be awarded to full-time faculty members for the performance of full-time administrative duties and responsibilities.

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.

8.3—Faculty Responsibilities

Instructional Faculty Workload and Responsibilities

Each term will consist of an average of eighty (80) potential class and examination days during a period of time not to exceed sixteen (16) weeks in duration, or a total of not more than 165 scheduled class days over two semesters. 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.

Priority for Scheduling Assignments

The college will establish a college-wide course schedule which meets the needs of students. DCs, PMs, and PCs will work with faculty to fill scheduling requirements and establish individual faculty schedules which meet the needs of the students. Faculty will work together to meet the needs of the students.

A. Full-time faculty will be given preference over all part-time faculty for scheduling needs.
B. If a conflict within a department arises, the Supervising Administrator will determine the faculty members' schedules.
C. Nothing in this article limits the Administration's right to assignment as defined in Article 7.

Office Hours

A. Office hours denote regularly-scheduled time periods during which faculty members will be available for one-on-one consultations with students outside of a classroom setting, to provide instructional, program-related, or similar academic assistance to students on an as-needed basis.
    1. Office hours may be scheduled on-campus in the faculty member's office, in their classroom, online, or at appropriate off-campus sites, as provided below. The

availability and location of office hours shall be provided in writing to the students and supervising administrator by the end of the second week of classes.

2. Each faculty member shall publish and maintain a total of ten (10) office hours per week during the Basic Academic Year.
    a. At least five (5) of these office hours must be 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. If these office hours are completed in the classroom, the faculty member must be assigned to the classroom immediately before and after.
3. All faculty members may schedule a maximum five hours of office time online.
    a. Additionally, instructors who teach distance learning courses will be permitted to replace (1) one office hour for each thirty (30) load points as part of their required ten (10).
    b. In the event that the instructional load is comprised entirely of online courses, the faculty member may account for all scheduled hours online. This does not preclude the faculty member from meeting with the student if either the student or faculty member so desire.
4. Faculty members whose instructional assignments include Health Sciences and Public Safety courses for which clinical or field experience is required of participating students, will be permitted to schedule a maximum 50% of their required office hours at the clinical/field site, in addition to their required clinical-instruction hours.
5. Faculty in PSAV programs interact extensively with students during course time and may schedule a maximum of 50% of their required office hours during the class week.
6. If the location of scheduled face-to-face office hours is to be at any place other than the faculty member's office or other on-campus location, the faculty member and the immediate supervising administrator will mutually agree upon a location.

7. 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.
8. If a student must schedule an appointment at a mutually agreeable time other than during scheduled office hours:
    a. It is expected that faculty be available upon student request for on-campus appointments during regular college business hours.
    b. 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.
9. In emergencies or other unusual circumstances, the Provost or his/her designee may approve exceptions to the published schedules of office hours for individual faculty members.

Instructional Faculty Responsibilities

A. Faculty are required:

1. To participate in scheduled departmental, discipline, and college-wide or campus or division-related activities including submission of assessment data, attendance reporting and final grades.
2. To perform any other duties required to fulfill their instructional or programmatic obligations as delineated elsewhere in this article.
3. Faculty members shall instruct students in conformance with the material listed in the discipline-approved course plans, and as defined by the course descriptions published in printed and/or online editions of the College catalog.
4. Faculty members will respond within two (2) business days to requests for accommodations from Student Accessibility Services. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of the required notice from the College office responsible for addressing ADA student compliance.

5. Faculty members are expected to make a course syllabus available to the students no later than the first day of class. In the event of a schedule change within four (4) weeks prior to the start of the class, the instructor shall post the syllabus no later than the end of the second week of classes. Syllabi are required to contain specific content as listed in Appendix Z.
6. So the faculty may have opportunity to use student feedback to continually improve teaching and student learning, and to assist the Administration with statutory compliance, faculty will encourage their students to participate in the student-opinion survey process each term.
7. At the conclusion of each academic term 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.
8. 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 by sending an email to the Supervising Administrator.
9. Instructional faculty members will fulfill all other professional obligations, terms, and conditions which apply to all faculty members as delineated throughout this Article.

8.4—Library Faculty Workload and Responsibilities

Library Faculty Workload

A. Library faculty members 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 will allow for a reasonable degree of flexibility to attend meetings, sponsor organizations, and participate in campus or division or college-wide projects and initiatives. In order to perform such duties, the schedules of library faculty 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.

Library Faculty Responsibilities

A. The primary responsibilities of a library faculty are library science/information, literacy curriculum and maintaining the professional integrity of the content, collections, and services of the academic libraries. To be in compliance with the requirements of the SACSCOC 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 resources to enable each library faculty member to perform his responsibilities to the College.
    1. Library faculty members and Supervising Administrators shall mutually determine their schedules as may be necessary to meet professional-staffing requirements, 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/reassignment time.

2. Library faculty members may be assigned to teach all or portions of a course as part of their contractual duties to the College.
    a. Courses taught by library faculty members shall be limited to information research, information technology, library skills, or similar approved contractual assignments based on academic credentials.
    b. 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.
    c. 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 above in this Article.
    d. Library faculty shall be permitted a maximum of one (1) hour of preparation time for each one (1) hour of class time.
    e. 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.
3. The salary of library faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as illness, 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 faculty's job, librarians will be entitled to receive additional compensation as follows:
    a. When the library faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the Supervising Administrator.
    b. Within a two-week pay period, flexible scheduling may be permitted in each week of the pay period, with each week not to exceed 1.5 additional full shifts (days) of work.
    c. When the librarian's Supervising Administrator approves of the extra hours worked.

d. 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.

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

f. 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.

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

8.5—Counselor Faculty Workload and Responsibilities

Counselor Faculty Responsibilities

A. 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 SACSCOC 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.

1. 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/reassignment time, during which the library faculty member will not be assigned duties or responsibilities by the Supervising Administrator.

2. Counseling faculty members may teach all or part of a course as part of their contractual duties.
    a. 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.
    b. 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 above in this Article.
    c. Counseling faculty members shall be permitted a maximum of one (1) hour of preparation time for each one (1) hour of class time.
    d. 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.
3. 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:
    a. When the counseling faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the Supervising Administrator.
    b. When the counseling faculty member's Supervising Administrator approves of the extra hours worked.

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

8.6—Additional Professional Obligations

A. Faculty members shall be required to attend no more than four (4) in-service/administrative days per year under a Basic Academic-Year Contract and no more than six (6) in-service/administrative days under an Extended Extended-Year Contract.
B. All full-time faculty members:
    1. Will participate with other faculty colleagues in their respective academic disciplines in order to develop, revise and implement courses or programs as needed.
    2. Will maintain records for a minimum of three years.
    3. Will fulfill instructional obligations such as preparing for classes, grading papers, tests and other required student assignments.
    4. Will evaluate textbooks as necessary.
    5. Will maintain professional competence.
    6. 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.
    7. Will attend academic curriculum cluster meetings scheduled by the Cluster Chair or Administration with a minimum of five (5) business 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.

8. Will attend all required, scheduled district-wide meetings, campus or division-wide meetings and those area meetings convened by an immediate Supervising Administrator or cluster chair 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/administrative days, all full-time faculty members will engage solely in professional activities that are approved in advance by the Administration.
9. Will participate in College-approved committees, community groups, and professional organizations. This includes committees, assessments and activities determined to be necessary for the attainment of programmatic and regional accreditation.
10. Will periodically establish goals and provide self-assessments to the appropriate Supervising Administrator as part of their periodic evaluation process as provided in Article 9.
11. Will attend one graduation ceremony per year in regalia unless properly excused. The College will make arrangements to have proper regalia available upon request.

8.7—Other Terms and Conditions

A. The Administration may utilize scheduling variations to meet the needs of students, which may include such variations between one-week courses, up to 16 week courses, or any similar scheduling variations in any term.

B. The Administration may require an instructional faculty member assigned to a program involving affiliates or off-campus or division sites to work on a Board-approved holiday to meet the schedule established by the affiliate or other off-campus or division entity. However, the Administration will work with such affiliates and off-campus or division 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 or division assignment as part of their regular duties excluding overload assignments will be reimbursed for travel from one campus or division 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. It is understood that all College faculty, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.

E. In order to ensure a collegiate experience for all students, administration will establish a mutually satisfactory balance between dual enrolled and non-dual enrolled students in a section as allowed by applicable Administrative Code.

8.8—Instructional Faculty-Load Point System

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.

8.9—Course Definitions

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

A. 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.

B. Laboratory: A laboratory course is one in which the contact hours per week do not equal the semester hour credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant which organizes laboratory accoutrements 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.

C. 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:

1. 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;
2. There is an element of uncertainty in the learning situation, in which discrete events are not pre-programmed;
3. There are different procedures for the instructor/staff preparation and for student evaluation in a clinical experience than in lectures and/or laboratory classes;
4. A faculty member in a clinical situation has on-site instructional/supervisory responsibilities for the student and evaluates the student by personal observation.

D. eLearning: eLearning 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.

1. An eLearning course may employ audio, video or computer technologies within the approved online Learning Management System (LMS).
2. The instructor actively controls the amount and quantity of information which is directed to a specific objective. An eLearning class is typified by the consistent interaction between the instructor and the student.
3. An eLearning 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 but is not limited to reading assignments, term papers. 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.
4. eLearning sections may be considered as part of the faculty member's regular load.
5. An eLearning section will have a minimum of 15 enrolled (unless otherwise approved for a lesser number by the Provost).
6. An eLearning section will have a maximum of 30 enrolled, unless agreed to by the faculty member.

E. 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.

F. 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.

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

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

I. 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 an Eastern Florida established course, and complies with that course's approved description and objectives.

J. 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.

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

8.10—Value by Major Function

A. Once calculated, point values for each course shall be maintained in an approved repository.

B. Calculation of load points will be completed as follows using the contact hours as stated on the official course plan:

CONTACT HOURS ÷ 16 X 10 = points (16 denotes the length of all semesters, regardless of actual length)

1. Lecture, Laboratory, Clinical, Distance/eLearning, Ensemble Music: One (1) lecture contact hour per week [credit hour] = ten (10) points.

EXAMPLES:
48 Contact Hours ÷ 16 Weeks × 10 Points = 30 Load Points
80 Contact Hours ÷ 16 Weeks × 10 Points = 50 Load Points

2. Faculty of Record: One (1) faculty-of-record course credit hour = 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

3. 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. (These courses will be directly related to the number of enrolled students; calculation will be performed on a course-by-course basis).
4. Workshop Course: One (1) workshop contact hour per week = eight (8) points.
5. 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 for a three credit course, after which the 30 point maximum will be applicable without regard to the number of students.
6. PSAV: One (1) lecture or laboratory contact hour per week = ten (10) points.

EXAMPLE: STS 0003 Introduction to Surgical Tech = 226 hours
226 ÷ 16 × 10 = 141.25 Load Points

7. Combination: If a course combines a lecture and laboratory section or a course combines a lecture and clinical section, points will be awarded on combined contact hours.

EXAMPLE: AERC 0006 Automotive Assistor 1 = 150 hours
150 ÷ 16 × 10 = 93.75 Load Points

8.11—Meeting Load-Point Obligations

An instructional faculty member on a Basic Academic-Year Contract (165-days) will fulfill his 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 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 contractual obligation for the respective term. The Supervising Administrator, by mutual agreement with the faculty member, may elect to average the load-points over two or more semesters allowing less than 150 points in one term provided that the total for academic year is 300. Extra compensation for all overloads is also subject to the overload compensation requirements of Section 8.12 below.

Except as specified in 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.

Banking Load Points

A faculty member on a Basic Academic Year Contract may bank up to 150 load points by mutual agreement with the Supervising Administrator.

A. Must meet load point obligation for the contract period (Fall, Spring, Summer)
B. Must defer compensation for banked points until they are spent
C. Banked points may not be carried longer than four major academic semesters (Fall, Spring) or two years
D. The faculty may choose to use the banked points for the following:
    1. to subsidize approved leave, as held in reserve as a payout
    2. exceptions may be made on a case-by-case basis in consultation with the Supervising Administrator.
E. Faculty members wishing to bank points must complete the appropriate form.

8.12—Faculty Overloads

Any bargaining unit member who desires an overload teaching assignment shall 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 end of the spring term for the next academic year. The assignment of course and location will be determined by the Supervising

Administrator. 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. A faculty member who meets his load point obligation as outlined above may elect to teach overloads as provided by the Contract.
B. The faculty member will be compensated for overloads as provided in Article 14.
C. 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 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 at the discretion of the Supervising Administrator. If such an overload is granted, the overload shall not exceed sixty (60) overload-points.
D. 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 immediate supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member’s Supervising Administrator. The faculty member will be allowed the opportunity to see available overloads. The time and location of the course will be determined by the 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 or divisions 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 with a "Satisfactory" or better evaluation shall have priority to teach an overload in his own credentialed discipline(s) over a full-time faculty member outside that discipline, which will be compensated at the overload rate.
3. Additionally, a tenured full-time faculty member with a "Satisfactory" or better evaluation shall have priority for sixty (60) load-points over all non-tenured, full-time faculty on all campuses or divisions 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. It is the requesting faculty member's responsibility to make his preference known.
4. All overloads and adjunct assignments taught will be covered by sick leave as specified in Article 12.
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.

E. For instructional overloads, a librarian and a counselor will be subject to the same provisions for an overload assignment as instructional faculty members, including a "Satisfactory" rating by his Supervising Administrator. The library and counseling faculty shall be compensated 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.

8.13—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 discipline during the summer. To be eligible, the faculty member must be rated as set forth in Section 8.12, 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 loads. 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 or divisions. It is the requesting faculty member's responsibility to make his preference known.
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.
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.

8.14—Non-Instructional Assignment Agreement

Auxiliary Assignment Agreement

Under extenuating circumstances, and by mutual agreement with the full-time faculty member, Administration may initiate a non-instructional assignment for a specified time and a clearly defined purpose on a daily rate basis. The College will announce the opportunity for auxiliary assignments (off-contract time) to eligible full-time faculty. Faculty are under no obligation to accept these assignments.

Release/Reassignment Agreement

Under extenuating circumstances, and by mutual agreement with the full-time faculty member, Administration may initiate release or reassignment for a specified time and a clearly defined purpose. When possible, the College will announce the opportunity for reassignment to eligible full-time faculty. Faculty are under no obligation to accept these assignments.

8.15—Faculty Members Accepting an Administrative Position

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

Re-entry of Tenured Faculty Currently in an Administrative Position

A. 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 four (4) 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 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 forfeit his tenure (continuing contract) status.

B. Nothing contained in this Agreement grants a right of any future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty within the period provided under this paragraph and thereby retains his continuing contract status is at the sole discretion of the faculty member.

    1. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph A above will be paid at the rate on the Board-approved salary schedule

which the faculty member would be receiving had the faculty member not been placed on Administrative Leave.

Re-entry of Non-tenured Faculty who Accept an Administrative Position

A. 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 four (4) full years in an administrative position. The non-tenured faculty member must give written notice to the President of the College on or before February 15 immediately preceding the June 30 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 and will be determined to have voluntarily resigned as a faculty member.

B. 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.

    1. 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 faculty would be receiving had the faculty not been placed on Administrative Leave.
    2. For a non-tenured faculty member currently in a full-time administrative position 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; and
        b. No faculty member in the discipline will be subject to Reduction in Force (RIF) or awaiting recall as per Article 15.

C. If there is no open new or vacant full-time faculty position for which the faculty member is qualified, then the faculty member may be awarded a one-year temporary full-time faculty position, providing that the following conditions are met:

1. All credentialing requirements will be satisfied;
2. The transfer will not cause a RIF of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;
3. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6. In addition, the individual will be evaluated by the Supervising Administrator. 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 awaiting recall as per Article 15.
2. If there is no open new or vacant full-time faculty position for which the faculty member is qualified, then the 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. All credentialing 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 faculty must apply for an open, advertised faculty position, as per Article 6. In addition, the individual will be evaluated by the Supervising Administrator. If the faculty 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 administration to assign administrative responsibilities to a full-time faculty member, nor will preclude the College President from placing a full-time faculty member on an Extended-Year Contract and/or approving release/reassignment time to the faculty member if applicable. For the duration of any such assignment by the College President, the full-time faculty member will retain faculty status and remain in the bargaining unit.

8.16—Department Chairpersons, Program Managers and Program Coordinators

Department chairpersons (DC), program managers (PM) and program coordinators (PC) are selected for three-year terms to commence at the end of the current terms. All scheduled positions will be opened and posted internally by the appropriate Supervising Administrator (or his designee), utilizing College communication media.

Positions will be opened and posted internally each spring by the appropriate Supervising Administrator utilizing College communication media and will remain open for a minimum of two weeks. Applicants' names will be posted for faculty feedback for a minimum of two weeks. The Supervising Administrator will select the successful candidate from the top three applicants. Faculty will be notified of the final decision by the first week of May. The Supervising Administrator has the option, for the first selection cycle, to choose by lottery, up to 50% of the positions to be two year terms. This option must be exercised in advance of the application process and posted to applicants.

The parties agree that DCs, PMs and PCs may serve for no more than two consecutive terms. If, after two successive terms, there are no other candidates the DC, PM or PC may serve additional terms with the majority consent of the full-time faculty and Supervising Administrator. If a new position opens or a chair is unable to complete his term of duty, the notification and application process will be followed by the Supervising Administrator (or his designee). The Supervising Administrator may remove a DC, PM or PC subsequent to two-thirds vote of no confidence by the full-time faculty served by the position or as provided in Article 17.

The Supervising Administrator may choose to issue a temporary appointment, if necessary, pending the completion of the application/selection process.

The Supervising Administrator will adhere to the recommended Department Chair, Program Manager, or Coordinator Responsibility Checklist (see Appendices U—Y).

Qualified applicants will be chosen from within the specified department. If no qualified candidates are available, qualified individuals from other departments may apply for the position providing they meet the other qualifications for selection.

Department Chairperson

A. Adheres to the recommended Department Chair Responsibility List (see Appendix U).
B. Department chairpersons neither have nor may exercise any supervisory responsibilities involving other full-time faculty.
C. Department chairpersons neither have nor may exercise any responsibilities for reviewing the performance of full-time faculty members.
D. Qualifications
    1. Candidates should be tenured and have five years college-level teaching experience as of the application date for the position.
    2. The Supervising Administrator (or his designee) will accept applications for the position from all interested and qualified full-time faculty members, whose primary assignment is within the department. In the event that no applicant meets this requirement, the search may be expanded to any tenured full-time faculty member who has taught at least ten (10) courses within the department within the previous five (5) years, excepting those who have reached Department Chair term limits as specified above.

Program Manager

A. Duties as defined in Appendix V
B. Neither have nor may exercise any supervisory responsibilities over other full-time faculty.

Program Coordinator

A. Duties as defined in Appendix W
B. Has no supervisory responsibilities for other full-time faculty.

8.17—College-Wide and Campus-Based Coordinators

Will be renewed each year as long as their program exists and compensated as indicated in Appendix E. Both parties agree that either party may make recommendations for additional positions to the College President. Position descriptions, responsibilities and selection criteria will be mutually agreed upon by the parties. Final approval of any new positions rests with the College President.

College-wide Coordinator

A. Duties as defined in Appendix X
B. Neither have nor may exercise any supervisory responsibilities involving other full-time faculty.
C. Neither have nor may exercise any responsibilities for reviewing the performance of full-time faculty members.

Campus-Based Coordinator

A. Duties as defined in Appendix Y
B. Has no supervisory responsibilities for other faculty.

8.18—Cluster and Major Committee Chairs

Cluster Chairs will be elected by the full-time faculty in the cluster. Faculty chairing specific major faculty committees or subcommittees, created by the AAC, TPDC, or the College will be compensated according to the schedule in Appendix E or granted release/reassignment time, as outlined elsewhere in this Agreement. Major committees are: AAC, TPDC, Discipline Cluster, Curriculum Development, QEP, Faculty Mentoring, and Assessment Committee. Any changes or additions will be by mutual agreement.

8.19—Substitute Teaching

A. Each instructional faculty member will arrange for one or more substitute instructor(s) from within the College faculty to be available on a temporary basis in the event the faculty member is absent for any reason. The Supervising Administrator must approve a faculty member's substitute list each term
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

Supervising Administrator 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 Supervising Administrator 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 Supervising Administrator 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 approved by the Supervising Administrator, 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 14.5. 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.

8.20—Working Conditions and Environment

Healthful Work Place

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

Student Behavior

The Board and EFSC'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. A faculty member shall immediately report to College Security and will within 24 hours follow-up with the campus or division administration any work-related incident that involves an assault upon his person, and/or the threat of bodily harm, while in the performance of College-assigned duties.
B. 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 College-assigned duties.
C. This provision does not imply, however, that the Board or the administration of the College will provide legal counsel or otherwise defray or reimburse faculty members for expenses incurred in such instances.

Disruptive Student Behavior

A. A faculty member may temporarily dismiss a student from class for disruptive behavior.
B. A faculty member may request to the Supervising Administrator 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.
    1. At the faculty member's request, his Supervising Administrator or designee 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.
    2. If the student and the faculty member cannot reach such an accord, the Supervising Administrator or designee will officially notify the student of his rights as provided in the pertinent procedures and rules published by the College.
    3. If, in the opinion of the College administration, the student's behavior violates the established Student Code of Conduct, the student may be withdrawn, or, at the discretion of the administration, may be transferred to another section taught by a different faculty member.

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 or division at no cost to faculty members. The Administration shall permit the faculty member to oversee the duplication of his examinations.

8.22—Grading System

Every faculty member will develop and provide notification to his 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.

Grading Systems

A. Must be consistent with the existing grading systems established by the College.
B. Faculty are required to explain the course grading system to enrolled students on the first day of class.
C. Faculty will present students with a syllabus and grading system by the first day of class.
    1. The only exception is a change in courses assigned to the faculty member with less than two weeks' notice.
D. Any modifications to this grading system which the faculty member deems warranted must be distributed to the students in writing.
E. A student's grade shall not be altered or changed without the approval of the faculty member who assigned the grade.
F. If a faculty member is no longer faculty, the Administration shall be responsible for justifying any change in grades awarded by this faculty member.

8.23—Class Observations

The Administration will collaborate with faculty members to establish a range of dates and times for classroom observations so as to minimize any disruptions to the teaching and learning processes.

A. For evaluation purposes, a faculty member's class cannot be observed by persons other than the appropriate Supervising Administrator(s) or designee as defined elsewhere in the Contract.
B. Non-evaluative observations require
    1. At least two (2) business days' prior notice, unless waived by the faculty member
    2. Faculty consent, and
    3. Approval of the Supervising Administrator.

C. These provisions 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

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. Tenured faculty will be evaluated at least every three years. A unit member may, prior to March 1 of an academic year, request and receive an additional evaluation. The forms and procedures followed will be those here and in the Appendix.
D. Faculty should provide written goals and assessment of progress towards goals to the Supervising Administrator annually.
E. Formal classroom observations may be completed by the Supervising Administrator (as defined in article 3.28) or his staff delegate (as defined in article 3.29 and 8.23).

9.2—Faculty Evaluations

Faculty evaluations consist of the following:

- Pre-Evaluation Conference (optional for tenured faculty)
- Formal classroom observation
- Faculty will complete a Faculty Self-Evaluation Performance Review (see appropriate Appendix).
- Supervising Administrator will provide a written evaluation which includes documentation on the formal observation and the extent to which professional responsibilities are met and review of Faculty Self Evaluation Performance Review
- Faculty and Supervising Administrator will meet together to complete the evaluation form.
- Student Opinion Surveys

A. Evaluation Performance Review to be conducted by the Supervising Administrator (Provost level or higher): The Faculty Self -Evaluation Performance Review Process is used for evaluation of instructional faculty, librarians, and counselors. Components include a self-appraisal, observation by the Supervising Administrator 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 Supervising Administrator. 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.

B. The actual evaluation will consist of the following steps:

1. Formal Classroom Observations: The Supervising Administrator or designee per Article 9.1.B and E 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 the first academic year, non-tenured faculty members shall be appraised 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 shall formally evaluate the faculty member's performance using the Faculty Self-Evaluation Performance Review form.
    a. Each non-tenured faculty member may be evaluated once in each of the years taught on contract. The completed written evaluation must be returned to the non-tenured faculty within five (5) weeks of the observation.
    b. Supervising Administrators and the faculty member will determine, by mutual agreement, the annual goals of non-tenured faculty.

c. 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.

d. 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.

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

4. Evaluation Conference: The faculty member's Supervising Administrator will provide the faculty member with a copy of the completed Faculty Self-Evaluation Performance Review form after this review conference. The conference will include a discussion about goals and self-assessment, Faculty Self-Assessment, and Goal Setting. The Faculty Self-Evaluation and Performance Review form and any addenda shall be signed by both the faculty member and his Supervising Administrator. The faculty member's signature shall not necessarily mean agreement with the evaluation, but awareness of the content of the Faculty Self-Evaluation Performance Review form.

   a. A faculty member shall have the right to have a Union representative present at the 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 Self-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 Self-Evaluation Performance Review form within eight (8) business days of the Evaluation Conference. The faculty member's Supervising Administrator shall sign the faculty member's written response to his Faculty Self-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 Self-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.

C. Student Opinion Surveys: Students shall complete an online 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.

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. 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 have access to a report summarizing student responses and feedback for the selected course section(s).
4. 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 available to the faculty member after grades are submitted, and no copies will be filed in the faculty member's personnel file.

5. Results of the student surveys may be used by the faculty member's Supervising Administrator in conducting and preparing the Instructional Faculty Self Evaluation and Performance Review (See Appendix K).

D. 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. In completing the Faculty Self-Evaluation and Performance Review, the Supervising Administrator shall complete the appropriate sections of the form to ensure the following:

1. Notification of the faculty member if deficiencies exist that require correction.
    a. Explanation of any deficiencies as noted and the expected improvement.
    b. Administrative assistance needed to enable improved performance.
    c. The time frame established to demonstrate improvements.

9.3—Evaluation of Department Chairs, Program Managers, Program Coordinators and College-wide and Campus-based Coordinators

A. Department Chairs, Program Managers, Program Coordinators and College-wide and Campus-based Coordinators shall be evaluated at least once during each term of service. They shall be evaluated annually by the full-time faculty in the department in their specific chair, manager, or coordinator role. 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 appropriate Faculty Peer Review Form (Appendix G) 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 Peer Review Form (Appendix G).
3. Supervising Administrator evaluations will be based on goal achievement, performance of duties and participation in department and campus or division meetings (Appendices H-J).

ARTICLE 10: PROFESSIONAL DEVELOPMENT

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.

10.2—Opportunities

The College agrees to sponsor programs, seminars, and courses that may earn graduate credit or institutional credit during in-service/administrative 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.

10.3—Tenured Faculty Development Cycle

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

A. Faculty opting for the three (3) year cycle must earn three (3) points as indicated 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 (6) 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.
    - Any special consideration must be discussed with the Supervising Administrator and mutually agreed upon with appropriate documentation provided.

2. Faculty who do not complete the elected development cycle may be returned to annual contract.

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/administrative 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. New faculty members on an annual contract must complete the Faculty Mentoring Program prior to award of tenure.

10.5—Expenditure of Funds

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

11.1—Tenure (Continuing Contract)

A. The following unit members shall be eligible for consideration for continuing contracts:

1. Full-time faculty members hired prior to the ratification of this Agreement shall be eligible for consideration for continuing contract if they have completed three (3) or four (4) years of satisfactory faculty service and professional development at Eastern Florida State College. The time period for consideration shall not exceed five consecutive years. Time shall be counted starting from the beginning of their first Fall Term. Temporary full time faculty may use one year of their temporary service towards tenure.
2. Full-time faculty members shall be eligible for consideration for continuing contract if they have completed five (5) to seven (7) years of satisfactory faculty service and professional development at Eastern Florida State College. The time period for consideration shall not exceed seven (7) consecutive years. Time shall be counted starting from the beginning of their first Fall Term. Temporary full time faculty may use one year of their temporary service towards tenure.
    - In the event that tenure is denied at the campus level the applicant may withdraw the current tenure application and resubmit providing adherence to the timeline above.
    - If the faculty member is on approved leave during the five to seven year tenure period, they shall be granted an equivalent amount of time upon return to complete the tenure application process.

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. Supervising Administrator verification of:
    - Three years of satisfactory service through the Faculty Evaluation process (Article 9) and
    - Continuing need as indicated on the application for Tenure (Appendix T).

3. Satisfactory completion of a tenure application and portfolio as outlined in the TPDC Handbook, which shall include, at a minimum, the following:
    - Regular professional self-assessment information (from the Instructional Faculty Self-Evaluation and Performance Review Form, Appendix K-L).
    - Documented evidence of significant and ongoing contribution and/or participation in Professional Development activities (Appendix N).
    - Documented evidence of contributions to the faculty member's profession and the College (academic unit program, department/unit, campus/unit).
4. A super majority recommendation (minimum 66%) by a faculty Campus Tenure Committee.
    - When more than one faculty member is eligible for tenure on a campus or division, each tenure candidate shall have a committee comprised of his DC and/or PM (neither of whom shall be chairperson of the committee), and at least three (3) and not more than five (5) faculty members. Faculty members shall be from the discipline of the tenure candidates or a closely related discipline when adequate numbers of faculty are not available. If necessary, faculty members from the discipline, but from another campus or division, may be included to fulfill the discipline representation needs. The applicant is responsible for notifying the College of any conflict of interest. The committee shall select their chairperson.
        1. DCs and PMs will be non-voting members except in the event of a tie.
        2. Faculty tenure applicant may choose one member of the committee.
    - A Librarian candidate's campus committee will be comprised of the other Librarians on the candidate's campus plus three (3) other Librarians.
    - Campus Tenure Committee may review copies of the administrative evaluations, student opinion surveys, and tenure portfolio.
    - If the committee recommends tenure, then the chairperson of the Campus Tenure Committee will prepare a letter to the TPDC recommending the candidate for tenure and notify the appropriate Supervising Administrator.
    - The campus tenure committee chair will be responsible for maintaining a chain of custody of the applicant's portfolio (Appendix XX).

- A quorum (at least fifty-percent plus one) must be present for committees to take action.
- Committee shall operate as described in Article 6.

5. Recommendation by the faculty TPDC.
   - The College-wide TPDC will review all favorably recommended tenure applications recommended by all Campus Tenure Committees
   - The College-wide TPDC will review all applications to verify that the established process has been observed.
   - A quorum (at least fifty-percent plus one) must be present for committees to take action.
6. The candidate must be recommended for tenure by the Campus Tenure Committee, and the TPDC, before the candidate's name can be sent to the College President for approval.
7. The Supervising Administrator retains the right to make separate recommendations related to tenure to the President of the College.

C. Tenure Timeline—Mutually agreed upon timeline to be included in Appendix T.

D. Candidates not approved for Tenure must be notified by the Administration by the last day of the spring term 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 (e.g., 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.

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 TPDC approved 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. Faculty must elect a cycle no later than March 30 of the third year.

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 may request prior approval, at any time in the last year prior to March 30, of proposed course work, publications or seminars from the Supervising Administrator. If an activity is denied by the Supervising Administrator, the faculty member may appeal and request review through the TPDC.

D. Activities which qualify for funding under other college programs (tuition reimbursement, sabbatical, etc.) may be used for credit.

E. 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.

11.3—Promotion

A. The highest degree earned from a regionally accredited institution or National Association of Credentialing and Evaluation Services (NACES) certification 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 this Article).

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 E – 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 a regionally 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.

C. 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.

D. 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 directly 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.

E. 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.

F. For the purposes of rank/title and pay grade, 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.

G. To be eligible for a promotion in salary or rank, a faculty member must have earned a "Satisfactory" or better on at least one (1) evaluation.

   i. The faculty member's performance will be considered "Satisfactory" for any evaluation period if the Supervising Administrator elects not to evaluate a faculty member as required by this Contract.

H. 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.

I. Compensation for promotion in salary grade is detailed in Article 14—Salaries and Compensation.

11.4—Rank (Title)

A. Participation in professional development activities and continuing contributions to the College and profession shall be recognized through the awarding of professional rank in accordance with all the following criteria:

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 EFSC	Doctorate with 8 years full-time faculty experience at EFSC
	Master's + 60, award of tenure, and 4-5 years full-time faculty experience at EFSC	Master's + 60 with 6 years full-time faculty experience at EFSC	Master's +60, with 9 years full-time faculty experience at EFSC
	Master's +30, or terminal degree, award of tenure, and 5-6 years full-time faculty experience at EFSC	Master's + 30, or terminal degree, with 8 years full-time faculty experience at EFSC	Master's +30, or terminal degree, with 10 years full-time faculty experience at EFSC
	Master's degree, award of tenure, and 6 or more years full-time faculty experience at EFSC	Master's degree, with 9 years full-time faculty experience at EFSC	
	Bachelor's degree, award of tenure, and 8 or more years full-time		

	faculty experience at EFSC		

1. Minimum Qualifications as indicated in the above table
    a. Up to ten (10) years prior college or university level faculty experience may be substituted for EFSC faculty experience on a two-to-one ratio with every two years prior experience substituting for one year EFSC experience
2. Evaluation
    a. To be eligible for promotion in rank, a faculty member must have earned a "Satisfactory" or better on at least one evaluation in the previous five years
    b. The faculty member's performance will be considered satisfactory for any evaluation period if the SA elects not to evaluate the faculty member as required by this Agreement.
3. Contributions and/or Participation as delineated in the TPDC Handbook
4. Peer Recommendation
    a. The faculty member must be recommended by two peer faculty members as outlined by the TPDC Handbook.

B. The faculty member who satisfies the criteria set forth in A, 1 through 4 above may apply for academic rank promotion as outlined in the TPDC Handbook. (Appendix P).

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 Eastern Florida State College.
    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 Supervising Administrator for verification and recommendation to the College President.
    2. Pursuant to Article 6.16, a standing committee of the TPDC 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. College President's Approval—The faculty member's promotion must be approved by the College President.

E. Compensation for promotion in rank is detailed in Article 14—Salaries and Compensation.

ARTICLE 12: LEAVE

12.1—Authorization for Leave

A. Faculty absences must be duly authorized by the appropriate Supervising Administrator and subsequently reported and recorded. A faculty member whose absence does not meet this criteria or a faculty member 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: faculty may make use of accumulated sick leave, personal leave, or personal leave without pay;
- Court Duty/Jury Duty: jury duty or subpoenaed as a witness;
- Domestic Violence Leave: for faculty 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 faculty 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 faculty (and family) sickness and emergencies;
- Personal Leave: for 12-month faculty;
- Workers' Compensation Sick Leave: sick leave for job-related illness or injury.

C. Absence Without Leave/Job Abandonment

1. A faculty member who is willfully absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position. A faculty member 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

1. 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) business days prior to the date of leave termination.

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 8.15.

12.3—Childbirth/Adoption of Infant Leave

A. A full-time faculty member, who has been employed full time for one year, may be granted up to six (6) months leave for the birth or adoption of an infant as provided for faculty of the College providing adequate notice has been given. Also refer to Section 12.7—Family Medical Leave.

B. The faculty is authorized to use accumulated 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 faculty 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 practicable. The Office of Human Resources will subsequently enter the actual initial date of the leave in the appropriate records.

12.4—Court Duty/Jury Duty

A. A full-time faculty member 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 an Eastern Florida State College-related matter, shall be granted leave of absence with pay for the duration of the required service in court.

B. Personal leave may be granted to a faculty member for voluntary and/or non-Eastern Florida State College-related appearances, unless the faculty member wishes to use personal leave.

C. When requesting court duty/jury duty leave, a full-time faculty member 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.

12.5—Domestic Violence Leave

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

B. 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 faculty 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 faculty'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.

C. "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.

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

E. All requests and documentation relating to domestic violence leave will be kept confidential and will not be included in the faculty member's personnel file. The faculty member 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.

12.6—Emergency Leave

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

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

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

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.

12.8—Line-of-Duty Leave

A. The College President or appropriate administrator may authorize faculty to be temporarily absent from regular duties and/or home campus or division for the purpose of representing the College or performing services for the College.
B. The faculty member must submit a written request form with reason for leave and attach detailed information, such as hotel occupancy, travel method, meals, etc.

12.9—Military Leave

A. The College President, or his designee, will 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. Leave Accrual: Personal and sick days do not accrue, but the time served on active duty does count toward determining a faculty's earning rate upon return from active duty. Military leave does count toward time accrual for service awards.
C. 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 a faculty returning from Military Leave will not reflect an absence from the College.
D. If, due to medical or disability status, military-related use of FMLA is required, refer to the appropriate procedures.

12.10—Personal Leave with Pay

A. Eligibility: A full-time faculty 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 faculty at the beginning of each fiscal year will be charged to the faculty'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.

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 College 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 same position on the same campus or division. When a faculty member is granted personal leave without pay, for more than one (1) semester, there is no guarantee that, upon termination of the leave, the faculty member 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 College President.

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

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 faculty member has had three years of continuous full-time satisfactory service at Eastern Florida State College. Professional leave (with or without pay) is defined as leave granted to a faculty member, administrator, or staff member in order to

engage in educational activities which will result in a benefit to the faculty member, and incidentally, to the institution.

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

C. Appropriate activities for professional leave might include:

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

D. When a faculty member is granted professional leave for up to one (1) year, the faculty member shall be returned to their same position on the same campus or division.

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

F. Short-Term Professional Leave with Pay: Short-term professional leave with pay may be granted to faculty 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.

1. Eligibility: Faculty with three years continuous full-time satisfactory service at Eastern Florida State College may request a short-term summer professional leave with pay for up to eight weeks.

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

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

H. Institutional Commitment: Faculty 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 the faculty member's liability to the College for the total (or a proportional) amount (salary and benefits cost) of the grant.

I. 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.

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 a faculty member may accumulate. Accrual for sick leave does not change; it is always 8 hours per month regardless of the number of years worked at the College or other related institutions.

B. Faculty on sick leave are required to stay in contact with their Supervising Administrator for weekly or daily status reporting, whichever is requested by the Supervisor. A full-time faculty member 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 faculty member'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.

C. Reinstatement of Sick Leave: Previous sick leave balances may be reinstated for faculty who return to employment with the College.

D. Unused Sick Leave: Unused sick leave may not be transferred from one faculty member to another. Unless covered by another contract, full-time faculty may be eligible for payment of some or all unused sick leave as indicated in 12.16.B.

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

12.14—Vacation Leave

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

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

12.15—Workers' Compensation Leave

A. Eligibility: All College faculty are entitled to compensation for occupationally-incurred illnesses and injuries. Each faculty 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:
    1. The Office of Human Resources is notified of the situation within two business days after the injury or illness is sustained;
    2. A "First Report of Injury" form (including a physician's statement describing the impact of the injury on the faculty member's ability to work) is submitted to the Office of Human Resources within two business days after the beginning of the impairment.
B. The College 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.

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 faculty of Eastern Florida State College.
    2. Be on continuing contract and released per Article 16.
    3. Be employed full-time at Eastern Florida State College for at least 6 years, and officially complete the Florida Retirement System (FRS) requirements for retirement.
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	50%
11 – 30	50% plus 2.5% for each full year of service over 10
31	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.

12.17—Leave Usage

For the purpose of leave usage and calculation of terminal pay, a workday consists of eight (8) hours. When a daily schedule is provided with the faculty leave form, faculty will be charged actual time used for the first week. After seven days, the faculty member will be charged leave time based on a 35 hour work week.

ARTICLE 13: BENEFITS

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 College President or his designee may establish policies and procedures regarding insurance options, dependent coverage, 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-Brevard. 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.

13.2—Life Insurance

Each full-time faculty member shall receive College-paid term life insurance payable to the designated beneficiary(ies) in an amount equal to the faculty member'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 faculty member to advise the Human Resources Office of any change in the status of dependents covered by life insurance through the College.

13.3—Retirement

All employees in full-time faculty positions hold membership in one of the classes of the 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 faculty with the proper paperwork to process the request for retirement.

For either information or assistance in planning retirement, refer to the FRS 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: Faculty may choose to receive a lump sum payment or to have either a portion of or all of the funds sent to their deferred compensation plan for investment.

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 or Knowledge Tree.
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 personal leave and available sick leave or up to the four days of personal leave in order to receive a full paycheck.

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.

13.6—Dependent's Tuition Work Program

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

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 Eastern Florida State College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

13.8—Dependent's Tuition Program

The College shall maintain in effect a Dependent's Tuition Program (DTP). Dependents may qualify for 25% reduction in tuition costs. The College President, or designee, may establish policies and procedures for the DTP (307.7 Tuition Assistance for Employee Dependents). The UFF leadership and administration will mutually assess participation in the dependent tuition program and initiate further recommendations.

13.9—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 College President, or designee, may establish policies and procedures for the EEAF.

13.10—Salary Checks

A. Typically, 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. At the faculty member's option, he may elect one of the following options. Such election shall be made by submitting to Payroll the Faculty Pay Option form. (Appendix F) no later than the first day of the Fall Term each year.

   1. To receive his annual contract pay in 20/21 (depending on the calendar) 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.
   2. To receive 20/21 payments (depending on the calendar) consistent with the typical pay schedule, beginning with the first pay of the contract year and ending with the pay period immediately following the end of the Spring Term, with a lump sum pay out for the remainder of the contract (equivalent to 5 or 6 pays depending on the calendar year) to be paid following the end of the Spring Term Contract requirements. The annual cost of health, dental, vision, flex medical, elective retirement contributions, union dues as well as all other elective benefits will be deducted from the salary prorated across the regular pays and the lump sum payout.

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

14.1—Intent

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, of the current academic year as described in this section.

A. For all faculty members: For academic year 2015-2016, basic year annual salary for all faculty members shall be increased by 2 ½%. For the academic year 2016-2017, the basic year annual salary for all faculty members shall be increased by 2 ½%. For the academic year 2017-2018, the basic year annual salary for all faculty members shall be increased by 2 ½%.
B. To calculate salaries for contracts in excess of the standard academic year:
    1. Instructional faculty members in programs or disciplines that require a longer contract length 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.
C. All new faculty hired for the current academic year will start with an annual salary as identified in Appendix E.
D. 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 no more frequently than once/year. 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 Associate Vice President 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.

14.2—Contract Period

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/administrative days prior to the start of classes.

14.3—Minimum Salary Schedule

Except as provided herein, new faculty members will be placed on the Faculty Minimum Salary Schedule (Appendix E) in effect at the time of hiring, at the salary appropriate for their years of 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. However, the College President may not exceed the stated minimum salary by more than ten (10) percent.

14.4—Guidelines for Faculty Starting Salaries

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 E). 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.

14.5—Monetary Supplements

The College agrees to pay the appropriate monetary supplement to any faculty 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: $63.67;
    2. Specialist, Masters +30, or Masters +60: $57.50;
    3. Masters Degree; $56.76;
    4. Baccalaureate Degree: $50.93.
D. Supplemental Instruction-Related Duties: The College President is authorized to employ personnel on appropriate employment contracts in order to perform instruction-related duties. When employing personnel in this manner, the College 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 may be required to work up to an additional 5 days beyond the number required by his base contract.
    a. The DC will receive sixty (60) points (one-fifth of minimum annual load) release/reassignment time plus a $10,000 annual supplement payable $5,000 per major semester. Optionally, the DC and the Supervising Administrator may mutually agree that the DC shall receive 120 points release/reassignment time plus a $7500 annual supplement payable $3750 per major semester.
    b. The DC may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the Fall semester.
    c. The DC will receive his daily rate for each extra day worked beyond the number required by his base contract.
    d. A DC may teach overloads and receive payment for additional supplements subject to his supervisor's approval.
    e. A DC is eligible for compensation for developing and/or facilitating a workshop, dependent on available funding.
    f. The DC position may be split between two faculty members who:
        1. Meet the requirements as outlined above.
        2. All parties mutually agree upon sharing the DC duties and responsibilities.
        3. Provide in writing to the Supervising Administrator an outline of the division of responsibilities at the onset of the term.
5. Program Manager (PM) compensation: The PM will be scheduled for a 35-hour work week and may be required to work up to five (5) additional days beyond the number required by his base contract as necessitated by the specific program and accreditation needs.
    a. The PM will receive 60 points (one-fifth of minimum annual load) release/reassignment time plus a $7,500 annual supplement payable $3,750 per major semester.

b. The PM may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the fall semester.
c. The PM will receive his daily rate for each extra day worked beyond the number required by his base contract.
d. A PM may teach overloads and receive payment for additional supplements subject to his supervisor's approval.
e. A PM is eligible for compensation for developing and/or facilitating a workshop, contingent upon available funding.

6. Program Coordinator (PC) compensation: The PC will be scheduled for a 35-hour work week.
   a. The PC will receive an annual supplement or equivalent reassignment as designated in Appendix E.
   b. The PC may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the fall semester.
   c. A PC may teach overloads and receive payment for additional supplements subject to his supervisor's approval.
   d. A PC is eligible for compensation for developing and/or facilitating a workshop, contingent upon available funding.
7. Unit members may be appointed as College-Wide or Campus Based Coordinators and will be compensated as identified in Appendix E.

E. Auxiliary Assignments: A non-instructional assignment for full-time faculty for a specific time and a clearly defined purpose. In advance of the assignment, the College will define the assignment (terms and length) and announce the position to all eligible full-time faculty via established process outlined in Article 6. Faculty will be paid for these assignments at their daily rate of pay.

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 PC compensation levels.

By mutual agreement between the Coordinator and the Supervising Administrator, release/reassignment time may be granted in lieu of an annual stipend as noted in Appendix E.

14.7—ACADEMIC DISCIPLINE PEER AWARD (ADPA)

General Information

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.

The Academic Discipline Peer Awards are designed to recognize excellence in Eastern Florida State College's full time faculty members in the designated Discipline Clusters. The number of awards in each cluster will be limited by the ADPA budget approved by the Board of Trustees. The awards are based on performance from the previous calendar year. No faculty member may be awarded more than one ADPA every two calendar years.

Selection Committee

ADPA will be recommended by a committee within each Discipline Cluster. All full time faculty members, regardless of instructional site assignment, will be included in one of the designated discipline clusters. A Supervising Administrator will be assigned to coordinate the activities of the selection committee. The Assigned Administrator will serve as the non-voting chair of the Discipline Cluster ADPA Committee and be responsible for organizing the committee and communicating the committee's recommendations to the College President, in accordance to the award timeline in this Article.

Each committee will consist of five (5) full time faculty members, selected by the faculty within each cluster. One representative from each discipline cluster will be chosen from each campus whenever possible. Each committee may recommend for ADPA up to ten (10) percent of the total number of eligible full time faculty members within the cluster. The number of actual awards will be rounded up to the next whole number.

Eligibility Requirements

All full time faculty members who have fulfilled the instructional duties and assignments for the previous full calendar year and have been rated "satisfactory" on their most recent Faculty Evaluation are eligible to apply for ADPA.

Discipline Cluster ADPA applications are available from the Assigned Administrator's office and/or electronically.

A. There shall be "Discipline Cluster" ADPA in the amount of $1,250 each for up to 10% of the eligible faculty in a discipline cluster pending available funding. Discipline Clusters are defined by the AAC, except where noted below.
B. The standards and procedures for the ADPA shall be defined by the discipline cluster.
C. The ADPA process begins in October and ends in April of the following year. The assigned administrator will solicit faculty membership for a selection committee of five (5) full time faculty from within the Discipline Cluster.
    1. In the event more than five (5) full time faculty members wish to serve on a given committee, the assigned administrator will arrange for a Discipline Cluster vote to determine the final make-up of the selection committee.
    2. In the event that the Discipline Cluster is unable to identify five (5) faculty willing to serve, the assigned administrator may solicit volunteers from outside the discipline to serve.
    3. Clusters may be combined for the purposes of ADPA at the request of the Cluster Chairs or the UFF, for the sole purpose of fielding a 5-member committee to review application.
D. The committee will establish and post criteria for each Discipline Cluster for at least 60 days. All application materials will be submitted by March 15. The selection committee will forward recommendation of the top ten percent through their Assigned Administrator to the College President's office by March 31 of each year.
E. In the event there are unclaimed awards, each discipline committee will forward names of other qualified applicants, up to an additional ten percent, rounded up to the nearest whole number, to the Vice President of Academic Affairs.

1. Names will be forwarded to the TPDC by April 7.
2. The TPDC will randomly select from qualified candidates to recommend recipients for unclaimed awards for that cycle.
3. TPDC will forward recommendations through the Vice President of Academic Affairs by April 15 of each year.

F. Faculty not recommended for ADPA will be informed, in writing, by the Assigned Administrator, by April 22.

G. The Vice President of Academic Affairs will inform selected faculty of their ADPA by April 22 of each year.

H. The College will publish the names of awardees after the recommendations are approved by the College President not later than April 30.

Procedure for Applying

The ADPA is for performance during the previous calendar year, and the Discipline Cluster application will reflect this timeframe. A faculty member may initiate his own Discipline Cluster ADPA application, or it may be initiated by a colleague, his Campus Provost or any other College Administrator. It is the responsibility of the person sending in the application to supply information he deems appropriate for the nominee. The nominee may review the application packet prior to submission, if said application was not initiated by the nominee.

The Assigned Administrator is responsible for disseminating the submitted materials to the Discipline Cluster's ADPA selection committee. The ADPA committee recommendations of selected candidates shall be submitted by the deadlines established above. Upon request, the application materials will be returned to the faculty member at the conclusion of the process.

Noncompliance with the application process may result in disqualification of the ADPA Application.

Guidelines/Criteria

Due to its often unique nature, each Discipline Cluster ADPA Committee has autonomy in the development of criteria guidelines used to determine ADPA recommendation, though it is suggested that the entire Discipline Cluster also have a voice in its development. Though criteria may be refined

from year to year by a Discipline Cluster Committee, consistency should be maintained as often as possible.

Discipline Cluster award criteria in each instructional area should include emphasis on evidence within one's instructional teaching mission. The Committee may consider any of the following areas of performance as possible justification for ADPA recommendation:

A. Outstanding teaching/instructional performance
B. Outstanding contributions to a discipline
C. Outstanding contributions to the College, division, or department
D. Outstanding contributions to the community, as related to the College's mission
E. Other accomplishments deemed appropriate by the Discipline Cluster ADPA Committee

Any activity that goes beyond the faculty member's normal scope of responsibility, or that is within the normal scope of responsibility but is performed at an outstanding level, is an activity that is potentially meritorious. The decision as to whether or not such an activity actually is meritorious is a subjective one that is made individually by each of the five (5) voting committee members, who must consider whether it can be tied to the College's mission.

It is recommended that each Discipline Cluster ADPA Committee, when establishing and/or revising guidelines/criteria, limit an application packet to ten (10) pages of narrative, including documents providing evidence of excellence.

Failure to be recommended and/or selected for ADPA is NOT subject to the grievance process.

14.6—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.

14.7—Grant Awards

Nothing contained herein shall prevent employees from pursuing and accepting external grant funding. Grand funded activities will be performed outside of contractual obligations.

14.8—Professional Learning Activities Support

A. The College and the Union recognize that continuing professional development of individual faculty serves and strengthens the College, therefore, the College agrees to dedicate $50,000 to support non-tuition professional learning activities for individual faculty members.
    1. Faculty must be approved by TPDC before expenses may be reimbursed under this fund. Funds may not be dispersed from this fund without TPDC consent.
    2. College shall notify the UFF of unallocated funds.

B. The above individual allotments for non-tuition activities may be supplemented with additional divisional, department, student activity fees, Foundation or other College funds as available and appropriate.

C. When a faculty member is required by the College to attend a workshop, seminar, chaperone club travel, etc., the College shall be responsible for all approved costs associated with such activities.

14.9—Salary Inversion

The parties agree to mutually review and address salary inversion issues among the full-time faculty members on a regular basis.

ARTICLE 15: LAYOFF AND RECALL

15.1—Layoff

A. Prior to any general reduction of the number (layoff) of faculty in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the UFF-Brevard and the College. The College will notify the UFF-Brevard not less than six (6) months prior to anticipated layoff dates. During the period following the notice to the UFF-Brevard 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 about 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 reduction in force (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-Brevard.

    1. A faculty member 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 total
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 or terminal degree	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.

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:

A. 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.
B. 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.
C. 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-Brevard.

D. 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

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 C) 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 a faculty, group of faculty, or the UFF/Brevard 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-Brevard.

B. UFF-Brevard shall have the right to file and pursue grievances on behalf of individual faculty who personally sign the grievance document or who provide written authorization for UFF-Brevard to represent them in such proceedings. UFF-Brevard shall also have the right to file and pursue grievances on behalf of itself as grievant. In the case of UFF-Brevard 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-Brevard 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 faculty.
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-Brevard, is preserved inviolate, subject only to such limitations as may be contained in Florida Statutes. UFF-Brevard has the right to observe, but not to participate in, such proceedings. However, nothing in this section shall prevent the UFF-Brevard from providing input into the process as necessary to assure that the provisions of this

agreement are followed. The UFF-Brevard will be notified in advance of such occurrences with notification given to the UFF-Brevard 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 faculty or UFF-Brevard.
    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.

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

H. 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 immediate supervisor in writing, which may be by e-mail, of his grievance and request for an informal resolution. Such notification shall occur within twenty-one (21) 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) 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) business days as set out in the College Calendar of the receipt of the grievance, the immediate Supervising Administrator shall meet with the grievant in an effort to resolve the problem.

c. The immediate supervisor will be allowed ten (10) 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 Provost or Vice President, as applicable, at Step II.

a. The document must be filed within ten (10) business days as set out in the College Calendar of the receipt of the written answer from the immediate supervisor or within ten (10) 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 Provost or the Vice President, the Provost or the Vice President shall have fifteen (15) 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 Supervising Administrator or the Vice President, as applicable, or the grievant, may request a meeting to discuss the grievance. If the grievant desires a meeting, he 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 grievance document with the College President or an individual designated by him to hear grievances at Step III.

a. The decision must be appealed within ten (10) business days as set out in the College Calendar after the receipt of the written answer from the Provost or the Vice President, or within ten (10) 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 College President or his designee to discuss the grievance. Such a meeting will be scheduled within fifteen (15) business days from the receipt of the grievance at Step III.

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

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) 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 Associate Vice President of Human Resources within twenty (20) business days as set out in the College Calendar after receipt of written disposition at Step III or within twenty (20) 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 (FMCS) 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) business 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).

B. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.

C. 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 A.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

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. All faculty members are subject to discipline which shall be timely and for just cause. Disciplinary action shall include the following steps of progressive discipline: oral/written 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 business days.

17.2—Disciplinary Procedure

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.

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 and shall be reviewed with the faculty member. 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. 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 College President, the Board may suspend a faculty member without pay provided that notice of intent has been provided pursuant to this Article.
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 College President to the Board giving sufficient just cause therefore, by the College President and provided the College President's recommendation is approved by the Board.

B. Notice of Intent: When the College President or representative has reason to believe that a suspension, termination, or return to annual contract should be imposed, the College President or representative shall provide the faculty member 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 faculty member shall be given ten (10) business days in which to respond in writing to the College President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 17.2, D below.
   3. The faculty member has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
   4. If the College President or representative does not issue a notice of disciplinary action, the notice of intent shall be retained only in the faculty'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 faculty member 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 faculty with written documentation of receipt obtained.

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 College President, as part of a related formal grievance procedure, or as required by law.

ARTICLE 18: MISCELLANEOUS

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 Vice President of Academic Affairs.
    5. Committee members shall serve staggered three (3) year terms.
        a. Faculty members shall be recommended by the UFF.

B. The calendar shall be developed in sufficient time to be approved not less than one (1) year prior to the first day of the current academic year.

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 College 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 current academic year.

18.3—Fee Waivers

In the event that the College President provides for waiver or reduction of tuition and fees for Board members, senior administration, staff or other non-faculty employees or their dependents to attend Eastern Florida State College courses, these provisions will apply to unit members and their dependents on the same basis.

Table of Appendices

Locate form-fillable versions of these appendices on Knowledge Tree or on the UFF-Brevard Website

Appendix A	United Faculty of Florida: Brevard Chapter Membership Form
Appendix B	UFF-PAC Payroll Deduction Authorization Form
Appendix C	United Faculty of Florida/Eastern Florida State College Grievance Form
Appendix D	United Faculty of Florida/Eastern Florida State College Notice of Arbitration
Appendix E	Eastern Florida State College Guidelines for Faculty Minimum Salary by Category
Appendix F	Eastern Florida State College Optional Pay Form
Appendix G	Peer Evaluation
Appendix H	Department Chair Evaluation Performance Review Form
Appendix I	Program Coordinator/Program Manager Evaluation Performance Review Form
Appendix J	College Wide or Campus Based Coordinator Evaluation Performance Review Form
Appendix K	Instructional Faculty Self-Evaluation and Performance Review Form
Appendix L	Librarian Faculty Evaluation Performance Review Form
Appendix M	Student Course Opinion Form
Appendix N	Faculty Professional Development and Advancement Activities by Category
Appendix O	Rank Change Committee Scoring Guide
Appendix P	Notice of Intent to Impose Disciplinary Action
Appendix Q	Rank Change Committee Checklist
Appendix R	Change in Rank Application
Appendix S	Tenure Timeline
Appendix T	Tenure Application
Appendix U	Department Chair Responsibilities Checklist
Appendix V	Program Manager Responsibilities Checklist
Appendix W	Program Coordinator Responsibilities Checklist
Appendix X	College-wide Coordinator Responsibilities Checklist
Appendix Y	Campus-Based Coordinator Responsibilities Checklist
Appendix Z	Required Syllabus Content

APPENDIX A—United Faculty of Florida: Brevard Chapter Membership Form

UFF dues are 1% of bi-weekly salary

Please PRINT Complete Information

Last Name	First Name	MI	B#	Department
Home Street Address			Campus and Office Location	
City	State	Zip Code	Office Phone	Home Phone
Email Address (Personal/Home)			Cell Phone	

Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues (1% of bi-weekly salary.) This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to Eastern Florida State College's payroll office and to the United Faculty of Florida.

Signature (for payroll deduction authorization) Today's Date

Please return this form to Membership Chair, UFF Brevard Chapter, Cocoa, Bldg 42-2 (UFF Office)

APPENDIX B—UFF-PAC Payroll Deduction Authorization Form

United Faculty of Florida - Political Action Committee
306 East Park Avenue
Tallahassee, FL 32301
850-224-8220

Please Print:

University/College _____ Department _____

Name _____

Address _____

City _____ State _____ Zip Code _____

UFF-PAC Payroll Deduction

I authorize the College, to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven full days from the date this authorization is received by the College, contributions to the UFF-Political Action Committee in the amount of $1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

The above deduction authorization shall continue until either revoked by me through written notice to my College personnel office or my transfer out of this bargaining unit.

Member's Signature _____ Date _____

3113 **APPENDIX C—United Faculty of Florida/Eastern Florida State College Grievance Form**

GREIVANT	GRIEVANCE REPRESENTATIVE
Name	Name
Mailing Address	Mailing Address
Phone Number	Phone Number

Date of Occurrence:

3114 Statement of Facts:

Citation of Articles Violated:

3115 Remedy Sought:

3116

Signature of Grievant Date

Received by: Date

APPENDIX D—United Faculty of Florida/Eastern Florida State College Notice of Arbitration

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the College dated _____ and received by the UFF State Office on _____ in this grievance of:

Name: _____

Date of Filing: _____

The following statement of issue(s) before the Arbitrator is proposed:

This notice was filed with _____ on _____ by:

_____ Mail (certified or registered, restricted delivery, return receipt requested);
_____ Personal delivery;
_____ Other (Specify) _____

Date of receipt by EFSC: _____

_____
Signature of UFF Service Unit Director/Executive Director/or designee

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the College or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____
Signature of Grievant

This notice should be sent to:
Faculty Relations
Eastern Florida State College

APPENDIX E—Eastern Florida State College Guidelines for Faculty Minimum Salary by Category

BASIC ACADEMIC YEAR CONTRACT (165 DAYS)

Years	< Bachelor's	Bachelor's	Master's	M+30	M+60	Doctoral
0-5	--	40,000	40,000	40,500	41,000	41,500
6-12*	40,000	40,500	40,500	41,000	41,500	42,000
13-16	40,500	--	--	--	--	--

***10 years maximum for masters and above**

In a highly competitive teaching field and in special circumstances, the President may approve higher or lower starting salaries based on appropriate justification and recommendations pursuant to Article 14 of this agreement. UFF-Brevard will be notified when lower salaries are awarded. Nursing faculty shall start at $45,000.

STIPENDS**

Title	Stipend	Release Time
Department Chair	$10,000	60 points total release time
Department Chair	$ 7,500	120 points total release time
Program Manager	$7,500	60 points total release time
Program Manager	$3,750	120 points total release time
Program Coordinators:	$3,000	
College-wide Coordinators: Director of Instrumental Music Director of Choral Director of Theatre Arts CW Prep Coordinator Faculty Mentoring Coordinator CW SLS Coordinator Cluster Chairs	$3,000	
Campus-based Coordinators: SLS Coordinator Prep Reading Coordinator Prep Writing Coordinator Prep Math Coordinator Service Learning Coordinator	$3,000	

****Faculty who function as both the college wide and campus based coordinator for their program will receive the campus-based stipend plus ½ of the college-wide stipend.**

APPENDIX F—Eastern Florida State College Optional Pay Form

Name: _____

B#: _____

Per section 13.9 of the 2015-2018 Collective Bargaining Agreement, I elect to have my annual salary paid to me in one of the following ways:

_____ Equal payments beginning with the first pay of the contract year and ending with the pay period immediately following the end of the Spring Term. I understand that the annual cost of health, dental, vision, flex medical, elective retirement contributions, union dues as well as all other elective benefits will be deducted over 20 or 21 pays. I further understand that I will not receive a lump sum payout or a regular paycheck during the Summer Term. This form is valid for one contract year.

_____ Payments consistent with the 26-27 pay schedule, beginning with the first pay of the contract year and ending with the pay period immediately following the end of the Spring Term, with a lump sum pay out for the remainder of the contract (equivalent 6 pays) to be paid following the end of the Spring Term Contract requirements. I understand that the annual cost of health, dental, vision, flex medical, elective retirement contributions, union dues as well as all other elective benefits will be deducted from my salary prorated across the regular pays and the lump sum payout. This form is valid for one contract year.

Signature	_____	Date	_____
Human Resources	_____	Date	_____
Payroll	_____	Date	_____

APPENDIX G—Peer Evaluation

☐ **Department Chair** ☐ **Program Manager** ☐ **Program Coordinator**

☐ **College wide Coordinator** ☐ **Campus Coordinator** ☐ **Other: _____**

Your Coordinator/manager or department chair is: _____

All coordinators/managers or department chairs will be evaluated by the members of their program(s) each year. The evaluations will be sent directly to the Provosts. Coordinators/managers and department chairs will receive copies of the evaluations. This form provides the opportunity to express your views. Your answers are important because they help improve the institutional effectiveness of Eastern Florida State College.

Although you will remain anonymous, the following information puts the evaluation in context. I am a:

☐ **Full-time Faculty Member** ☐ **Part-time Faculty Member**

Please indicate your agreement with the following statements using the following designations: SA = Strongly Agree, A = Agree, D = Disagree, SD = Strongly Disagree, NA = Not Observable/Not Applicable

In the area of Communication and Human Relations, this individual:

	SA	A	D	SD	NA
1. Was accessible					
2. Worked to solve FT and adjunct related problems that I brought to his/her					
3. Treated me with respect					
4. Treated others in the program with respect					
5. Encouraged feedback from faculty members within the program					
6. Responded within requested timeframes to written or oral communication					
7. Welcomed free expression					
8. Collaborated with FT and PT faculty to generate class schedules that were best for students					

In the area of Leadership, this individual:

	SA	A	D	SD	NA
1. Encouraged faculty involvement in problem solving					
2. Supported faculty members within the program in carrying out their duties and responsibilities					
3. Provided strong leadership in the program					
4. Was well-organized					
5. Worked with faculty and staff in the program to identify supply and capital equipment needs					
6. Hired well-qualified adjunct faculty					

3169 **In the area of Professionalism and Job Knowledge, this individual:**

	SA	A	D	SD	NA
1. Maintained a professional demeanor					
2. Promoted the program and College					
3. Demonstrated knowledge of Eastern Florida State College policies and procedures					
4. Demonstrated concern for the success of the students					
5. Promoted student retention					

3170 **Additional Comments/Opportunities for Improvement:**

APPENDIX H—Department Chair Evaluation Performance Review Form

Name: _____ B#: _____

Discipline/Institute: _____ Campus: _____

Supervising Administrator: _____

Hire Date: _____ Tenured: ☐ Yes ☐ No Performance Review Date: _____

I. Department Chair Self-Evaluation:

The faculty member is responsible for completing and submitting this section prior to the scheduled Department Chair performance review. All supporting documentation should also be submitted prior to this meeting.

a. Maintained and searched for new articulation agreements/memoranda of understanding with outside resources to improve program

☐ Yes ☐ No ☐ N/A

b. Called faculty meetings for textbook evaluation and adoption

A. Fall Term	☐ Yes	☐ No	☐ N/A
B. Spring Term	☐ Yes	☐ No	☐ N/A

c. Met with adjunct faculty every semester to discuss issues and improve delivery of course content (may take place via email, conference call or face-to-face)

☐ Yes ☐ No ☐ N/A

d. Coordinated teaching and class schedules

A. Fall Term	☐ Yes	☐ No	☐ N/A
B. Spring Term	☐ Yes	☐ No	☐ N/A
B. Summer Term	☐ Yes	☐ No	☐ N/A

e. Maintained budget control and equipment allocation

A. Fall Term	☐ Yes	☐ No	☐ N/A
B. Spring Term	☐ Yes	☐ No	☐ N/A
B. Summer Term	☐ Yes	☐ No	☐ N/A

f. Assisted the supervising Administrator in obtaining and training adjunct faculty

☐ Yes ☐ No ☐ N/A

g. Maintained an active Advisory Committee which meets a minimum of twice a year

A. Fall Term	☐ Yes	☐ No	☐ N/A
B. Spring Term	☐ Yes	☐ No	☐ N/A

h. Conducted and/or coordinated performance reviews of adjunct faculty

A. Fall Term	☐	Yes	☐	No	☐ N/A
B. Spring Term	☐	Yes	☐	No	☐ N/A
B. Summer Term	☐	Yes	☐	No	☐ N/A

i. Performed yearly program/curriculum review (Health Sciences, Nursing, PSAV programs) and updated as necessary with state and national requirements

☐ Yes ☐ No ☐ N/A

j. Submitted Annual Review Reports and scheduled site visits as needed for maintenance of programs (Health Sciences, Nursing, PSAV)

☐ Yes ☐ No ☐ N/A

k. Evaluated student requests in accordance with job description

☐ Yes ☐ No ☐ N/A

By completing this section, the Department Chair affirms that he/she has met the primary and other responsibilities as contained in the faculty contract.

Faculty Signature	**Printed Name**	**Date**

II. The following section is to be completed by the Administrator prior to the evaluation meeting.

The Department Chair:

a. Was present for the extra work days required by the position

☐ Yes ☐ No ☐ N/A

b. Was fair and equitable in the treatment of all members of the department

☐ Yes ☐ No ☐ N/A

c. Evaluated adjunct faculty in a professional and equitable manner

☐ Yes ☐ No ☐ N/A

d. Was fair and equitable in the treatment of students

☐ Yes ☐ No ☐ N/A

e. Submitted workable schedules, adjunct faculty pay forms and load documents in a timely manner

☐ Yes ☐ No ☐ N/A

f. Submitted and worked within budgetary constraints set by administration

☐ Yes ☐ No ☐ N/A

g. Reviewed and assessed all syllabi and course materials (including textbooks) prior to the beginning of the semester

☐ Yes ☐ No ☐ N/A

h. Supported all adjunct and full-time faculty

☐ Yes ☐ No ☐ N/A

i. Assisted with adjunct faculty orientation

☐ Yes ☐ No ☐ N/A

j. Maintained good communication with the administration and the faculty

☐ Yes ☐ No ☐ N/A

k. Was knowledgeable about the professional and academic aspects of the program(s)

☐ Yes ☐ No ☐ N/A

l. Was knowledgeable about accreditation issues related to assigned programs

☐ Yes ☐ No ☐ N/A

m. Represented and marketed programs to potential students, corporate clients, etc.

☐ Yes ☐ No ☐ N/A

n. Participated in college-wide recruitment and activities of clubs and organizations related to the departments under his supervision

☐ Yes ☐ No ☐ N/A

Comments:

III. Goals for the Upcoming Academic Year (to be filled out jointly by the Administrator and the DC):

Comments:

IV. Based upon this evaluation, I consider the Department Chair's overall performance to be:

	A. Satisfactory
	B. Satisfactory, but needs improvement (complete section below)
	B. Unsatisfactory (complete section below)

Comments:

V. Plan of Action:

Supervisor's Signature	Department Chair's Signature
Supervisor's Printed Name	Department Chair's Printed Name
Date	Date

APPENDIX I—Program Coordinator/Program Manager Evaluation Performance Review Form

Name: _____ B#: _____

Discipline/Institute: _____ Campus: _____

Supervising Administrator: _____

Hire Date: _____ Tenured: ___ Yes ___ No Performance Review Date: _____

I. Program Coordinator/Manager Self-Evaluation:

The faculty member is responsible for completing and submitting this section prior to the scheduled Program Coordinator performance review. All supporting documentation should also be submitted prior to this meeting.

a. Acted as a liaison with other areas of the College, external agencies and pertinent professional organizations and their disciplines

☐ Yes ☐ No ☐ N/A

b. Called faculty meetings for textbook evaluation and adoption

A. Fall Term ☐ Yes ☐ No ☐ N/A

B. Spring Term ☐ Yes ☐ No ☐ N/A

c. Assisted the provost with budget development for program

☐ Yes ☐ No ☐ N/A

d. Met with adjunct faculty every semester to discuss issues and improve delivery of course content (may take place via email, conference call or face-to-face).

☐ Yes ☐ No ☐ N/A

e. Coordinated teaching and class schedules

A. Fall Term ☐ Yes ☐ No ☐ N/A

B. Spring Term ☐ Yes ☐ No ☐ N/A

f. Assisted the supervising Administrator in obtaining and training adjunct faculty

☐ Yes ☐ No ☐ N/A

g. Maintained an active Advisory Committee which meets a minimum of twice a year

A. Fall Term ☐ Yes ☐ No ☐ N/A

B. Spring Term ☐ Yes ☐ No ☐ N/A

h. Conducted and/or coordinated performance reviews of adjunct faculty

A. Fall Term ☐ Yes ☐ No ☐ N/A

B. Spring Term ☐ Yes ☐ No ☐ N/A

i. Performed yearly program/curriculum review and updates as necessary with state and national requirements

☐ Yes ☐ No ☐ N/A

j. Submitted Annual Review Reports and scheduled site visits as needed for maintenance of programs (Health Sciences, Nursing, PSAV)

☐ Yes ☐ No ☐ N/A

k. Responded appropriately to student requests (such as course overrides, course overloads, Drop/Add, and academic appeals)

☐ Yes ☐ No ☐ N/A

l. Participated in professional organizations (national, state, and/or local)

☐ Yes ☐ No ☐ N/A

m. Adhered to accreditation standards within the discipline

☐ Yes ☐ No ☐ N/A

By completing this section, I affirm that I have met the primary and other responsibilities as contained in the faculty contract.

Faculty Signature	**Printed Name**	**Date**

II. The following section is to be completed by the Administrator prior to the evaluation meeting.

The Program Coordinator/Manager:

a. Was fair and equitable in the treatment of all members of the department

☐ Yes ☐ No ☐ N/A

b. Evaluated adjunct faculty in a professional and equitable manner

☐ Yes ☐ No ☐ N/A

c. Was fair and equitable in the treatment of students

☐ Yes ☐ No ☐ N/A

d. Reviewed and assessed all syllabi and course materials (including textbooks) prior to the second week of the semester

☐ Yes ☐ No ☐ N/A

e. Responded appropriately to faculty requests

☐ Yes ☐ No ☐ N/A

f. Assisted with adjunct faculty orientation as needed

☐ Yes ☐ No ☐ N/A

g. Maintained good communication with the administration and the faculty

☐ Yes ☐ No ☐ N/A

h. Was knowledgeable about the professional and academic aspects of the program

☐ Yes ☐ No ☐ N/A

i. Was knowledgeable about accreditation issues related to program

☐ Yes ☐ No ☐ N/A

j. Represented and marketed program to potential students and external agencies

☐ Yes ☐ No ☐ N/A

k. Participated in college-wide recruitment of faculty as needed

☐ Yes ☐ No ☐ N/A

l. Participated in activities of clubs and organizations related to the program under his coordination

☐ Yes ☐ No ☐ N/A

3200 **Comments**:

3201 **III. Goals for the Upcoming Academic Year (to be filled out jointly by the Administrator and**
3202 **the Program Coordinator)**:

3203 Comments:

IV. Based upon this evaluation, I consider the Program Coordinator's/Manager's overall performance to be:

	A. Satisfactory
	B. Satisfactory, but needs improvement (complete section below)
	B. Unsatisfactory (complete section below)

Comments:

V. Plan of Action:

Comments:

Supervisor's Signature	Program Coordinator/Manager Signature
Supervisor's Printed Name	Program Coordinator/Manager Printed Name
Date	Date

APPENDIX J—College Wide or Campus Based Coordinator Evaluation Performance Review Form

Name: _____ B#: _____

Discipline/Institute: _____ Campus: _____

Supervising Administrator: _____

Hire Date: _____ Tenured: ☐ Yes ☐ No Performance Review Date: _____

I. Coordinator Self-Evaluation:

The faculty member is responsible for completing and submitting this section prior to the scheduled Coordinator performance review. All minutes of meetings and supporting documentation should also be submitted prior to this meeting.

a. Attended faculty meetings for textbook evaluation and adoption

A. Fall Term	☐	Yes	☐	No	☐ N/A
B. Spring Term	☐	Yes	☐	No	☐ N/A

b. Met with adjunct faculty every semester to discuss issues and improve delivery of course content (may take place via email, conference call or face-to-face)

☐ Yes ☐ No ☐ N/A

c. Attended campus academic leadership team meetings, as needed, in order to maintain contact with departments serving developmental students

A. Fall Term	☐	Yes	☐	No	☐ N/A
B. Spring Term	☐	Yes	☐	No	☐ N/A
C. Summer Term	☐	Yes	☐	No	☐ N/A

d. Assisted the Provost with programmatic budget development

A. Fall Term	☐	Yes	☐	No	☐ N/A
B. Spring Term	☐	Yes	☐	No	☐ N/A
C. Summer Term	☐	Yes	☐	No	☐ N/A

e. Assisted the Provost in obtaining and training adjunct faculty

☐ Yes ☐ No ☐ N/A

f. Acted as a liaison with other areas of the College, external agencies and pertinent professional organizations and their disciplines

☐ Yes ☐ No ☐ N/A

g. Called faculty meetings for textbook evaluation and adoption

A. Fall Term	☐	Yes	☐	No	☐ N/A
B. Spring Term	☐	Yes	☐	No	☐ N/A

h. Assisted the Department Chair with performance reviews of adjunct faculty

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

i. Assisted the Department Chair with course scheduling

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

j. Performed yearly curriculum review and updates as necessary with state requirements

	Yes		No		N/A

By completing this section, the coordinator affirms that he has met the primary and other responsibilities as contained in the faculty contract.

Faculty Signature	**Printed Name**	**Date**

II. The following section is to be completed by the Administrator prior to the evaluation meeting

The Coordinator:

a. Was fair and equitable in the treatment of all members of the department

	Yes		No		N/A

b. Evaluated adjunct faculty in a professional and equitable manner

	Yes		No		N/A

c. Was fair and equitable in the treatment of students

	Yes		No		N/A

d. Submitted workable schedules in a timely manner

	Yes		No		N/A

e. Submitted and worked within budgetary constraints set by administration

	Yes		No		N/A

f. Reviewed and assessed all syllabi and course materials (including textbooks) prior to the second week of the semester

	Yes		No		N/A

g. Encouraged adjunct and full-time faculty

☐ Yes ☐ No ☐ N/A

f. Assisted with adjunct faculty orientation

☐ Yes ☐ No ☐ N/A

g. Maintained good communication with the administration and the faculty

☐ Yes ☐ No ☐ N/A

h. Was knowledgeable about the professional and academic aspects of the program(s)

☐ Yes ☐ No ☐ N/A

i. Was knowledgeable about accreditation issues related to assigned program(s)

☐ Yes ☐ No ☐ N/A

j. Represented and marketed program to potential students, corporate clients, etc.

☐ Yes ☐ No ☐ N/A

k. Participated in college-wide recruitment and activities of clubs and organizations related to the departments under his supervision

☐ Yes ☐ No ☐ N/A

Comments:

III. Goals for the Upcoming Academic Year (to be filled out jointly by the Administrator and the Coordinator):

3224 Comments:

IV. Based upon this evaluation, I consider the Coordinator's overall performance to be:

	A. Satisfactory
	B. Satisfactory, but needs improvement (complete section below)
	B. Unsatisfactory (complete section below)

3225 Comments:

3226 **V. Plan of Action:**

Supervisor's Signature	Coordinator Signature
Supervisor's Printed Name	Coordinator Printed Name
Date	Date

APPENDIX K—Instructional Faculty Self-Evaluation and Performance Review Form

Name: _____ B#: _____

Discipline/Institute: _____ Campus: _____

Supervising Provost: _____ _____

Pre-Evaluation Conference Date: _____ Class Observation Date: _____

Hire Date: _____ Tenured: ___ Yes ___ No Performance Review Date: _____

I. Faculty Self-Evaluation:

The faculty member is responsible for completing and submitting this section prior to the faculty member's scheduled performance review.

a. Attended all scheduled classes except when on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

b. Attended required scheduled in-service activities except when on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

c. Maintained required office hours

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

d. Participated in developing, revising, and implementing a course or program as needed.

A. 3 or more courses		Yes	Explain:	
B. 1-2 courses		Yes		
C. 0 courses		Yes		

e. Reviewed textbook selections as required

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A

f. Attended all cluster meetings unless on approved leave or fulfilling a previously scheduled college or academic-related commitment

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A

g. Attended all required scheduled college-wide, campus-wide and area meetings unless on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

h. Developed a syllabus that clearly defined grading policies, and final grade calculation

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

i. Assisted the Provost with programmatic budget development

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

j. Developed discipline specific materials that clearly defined the course competencies, objectives and core abilities

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

k. Distributed or posted the syllabus to the students by the first day of class or as required by the collective bargaining agreement and submitted a copy to the supervising administrator or Department Chair

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

l. Provided accommodation plans for disabled students as approved by the Office for Students with Disabilities (OSD)

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

m. Attended graduation ceremony unless excused or on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

n. Reported student attendance accurately and on time

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

By completing this section, the faculty member affirms that he has met the primary and other responsibilities as contained in the Agreement.

Faculty Signature	**Printed Name**	**Date**

II. Faculty Development and Self-Assessment

The faculty member is responsible for completing this section prior to the scheduled performance review or by April 1st, whichever comes first. This section must be completed using the Faculty Professional Development System via Banner. Submit documentation for each entry (meeting minutes, proof of attendance/CEUs, programs, etc.). Record number of points accrued per section below. Faculty are required to have a minimum of 3 points in Section II in your current cycle.

Points for campus, college, cluster or other EFSC-related committees	
Points for community or professional projects	
Points for professional organizations, publications, or presentations of scholarly or professional work	
Points for attendance at professional meetings, continuing education credits, graduate level courses	
Points for instructional development such as enhanced teaching strategies, new course development, WIDS conversions, curriculum revisions, etc.	
Other contributions that may not be included in the system and have been approved by your supervising administrator (list below):	

Reflection: How have the experiences above enhanced your teaching and personal and professional growth since the last review?

III. Student Enhancement

What was your most positive teaching experience since your last review?

Discuss your perception of student success in your classes since your last review:

What did you do to ensure student success in your courses?

1. I used the Early Alert system	☐ Yes	☐ No
2. I recommended academic support resources such as the Learning Lab, Library, Writing Center or other college writing service	☐ Yes	☐ No
3. I participated in the Core Scholar Program	☐ Yes	☐ No
4. I offered group tutoring or other remediation	☐ Yes	☐ No
5. I made other changes based on student feedback	☐ Yes	☐ No

Comment on your overall performance in the area of ensuring student success in your courses:

What limitations to increasing student success have you encountered in your courses?

IV. The following section is to be completed by the Supervising Administrator (Provost level or higher) prior to the post-observation meeting:

a. The faculty member posted and maintained ten (10) office hours per week as outlined in the CBA

☐ Yes ☐ No ☐ N/A

b. The faculty member accommodated students with disabilities when provided with notice by the student as outlined in the current Student Handbook

☐ Yes ☐ No ☐ N/A

c. The faculty member developed and distributed a syllabus within the first week of class

☐ Yes ☐ No ☐ N/A

d. The syllabus meets contractual requirements (see Article 8.4.D)

☐ Yes ☐ No ☐ N/A

e. The faculty member submitted class attendance and course grades by published due dates

☐ Yes ☐ No ☐ N/A

f. The faculty member maintained required credentials for teaching her or his subject matter

☐ Yes ☐ No ☐ N/A

g. The faculty member attended all discipline and curriculum cluster meetings that did not interfere with his teaching schedules or approved leave times

☐ Yes ☐ No ☐ N/A

h. The faculty member participated in committees when appointed and attended all meetings that did not interfere with his teaching schedules or approved leave times

☐ Yes ☐ No ☐ N/A

i. The faculty member attended all in-service days that did not interfere with approved leave times

☐ Yes ☐ No ☐ N/A

j. The faculty member participated in community groups and professional organizations if required by contract

☐ Yes ☐ No ☐ N/A

k. The faculty member participated in revision and implementation of courses or programs as needed

☐ Yes ☐ No ☐ N/A

Comments**:**

V. List the Goals from the Previous Evaluation and to what degree each was achieved.

VI. Goals for the Upcoming Academic Year (to be filled out jointly by the Supervising Administrator, Provost level or higher, and the faculty member):

A. DISCIPLINE/PROGRAM-RELATED GOALS FOR THE NEXT CYCLE:

1. **Do you plan to join a college committee?** ☐ Yes ☐ No
   If so, which committee?_____
2. Do you plan to implement a new programmatic assessment? ☐ Yes ☐ No
   If so, describe:
3. Do you plan to revise or write new curriculum for your program or discipline? ☐ Yes ☐ No
   Please comment on implementation of curriculum revision in III. F.
4. Other:

B. PROFESSIONAL DEVELOPMENT GOALS FOR THE NEXT CYCLE:

1. **Do you plan to complete a graduate level course?** ☐ Yes ☐ No
   a. In your discipline? ☐ Yes ☐ No
   Comment:
   b. Outside your discipline? ☐ Yes ☐ No
   Comment:
2. Do you plan to publish an article, book, or juried work? ☐ Yes ☐ No
   Comment:
3. Other:

C. COMMUNITY SERVICE GOALS FOR THE NEXT CYCLE:

1. Do you plan to serve on or establish a community advisory board? ☐ Yes ☐ No
   Comment:
2. Do you plan to participate in >20 hours of community service? ☐ Yes ☐ No
   Comment:

3. Other

D. STUDENT SUCCESS GOALS FOR THE NEXT CYCLE:

1. Do you plan to implement new technologies? ☐ Yes ☐ No
   Comment:
2. Do you plan to revise or develop curriculum to improve student success? ☐ Yes ☐ No
   Comment:
3. Do you plan to implement specific learning assessment? ☐ Yes ☐ No
   Comment:
4. Do you plan to mentor/advise adjunct faculty in your area of expertise? ☐ Yes ☐ No
   Comment:
5. Are there other strategies you plan to use to improve student success? ☐ Yes ☐ No
   Comment:

VII. Formal Classroom Observation (to be conducted by the supervising Provost or designee). The faculty member:

a. Communicated in a manner to encourage student engagement and interest.
☐ Yes ☐ No ☐ N/A

b. Communicated clearly and answered questions thoroughly.
☐ Yes ☐ No ☐ N/A

c. Presented course content effectively.
☐ Yes ☐ No ☐ N/A

d. Demonstrated knowledge of the subject.
☐ Yes ☐ No ☐ N/A

e. Review of classroom materials (lesson plans, tests, classroom activities) demonstrates that the assignments and course activities are related to established course outcomes.
☐ Yes ☐ No ☐ N/A

f. Was well prepared and organized.
☐ Yes ☐ No ☐ N/A

g. Encouraged student participation.
☐ Yes ☐ No ☐ N/A

h. Treated students with respect.
☐ Yes ☐ No ☐ N/A

Comments:

VIII. Based upon this evaluation, I consider the faculty member's overall performance to be:

	A. Outstanding, recommendation for continuation
	B. Satisfactory, recommendation for continuation
	C. Acceptable, but some improvement needed (complete section below)
	D. Unsatisfactory (complete section below)

Feedback from Supervising Administrator:

VIIII. Plan of Action (if needed):

A. Time frame is set for determining improvement:
B. Outcomes and recommendations if no improvement is documented based on the established action plan within the allotted time period.

Supervisor's Signature	Faculty Member's Signature
Supervisor's Printed Name	Faculty Member's Printed Name
Date	Date

APPENDIX L—Librarian Faculty Evaluation Performance Review Form

Name: _____ B#: _____

Discipline/Institute: _____ Campus: _____

Supervising Provost: _____ _____

Pre-Evaluation Conference Date: _____ Class Observation Date: _____

Hire Date: _____ Tenured: ___ Yes ___ No Performance Review Date: _____

I. Library Faculty Self-Evaluation:

The faculty member is responsible for completing and submitting this section prior to the faculty librarian's scheduled performance review.

a. Maintained required work hours scheduled by the library faculty and supervising administrator

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

b. Attended required scheduled in-service activities except when on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

c. Participated in collection development and maintenance

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

d. Attended all cluster meetings unless on approved leave or fulfilling a previously scheduled college or academic-related commitment

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A

e. Attended all required scheduled college-wide, campus-wide and area meetings unless on approved leave.

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A

f. Provided library services to students in a professional manner

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

g. Provided accommodation plans for disabled students as approved by the Office for Students with Disabilities (OSD)

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

h. Attended graduation ceremony unless excused or on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

The follow questions should be completed only if the library faculty member is teaching a course or part of a course

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

l. Distributed or posted the syllabus to students by the end of the first week of class and submitted a copy to the Supervising Administrator

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

j. Attended all scheduled classes except when on approved leave

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

k. Participated in developing, revising and implementing a course

A. Fall Term		Yes		No		N/A
B. Spring Term		Yes		No		N/A
C. Summer Term		Yes		No		N/A

By completing the above section, the library faculty member affirms that he has met the primary and other responsibilities as contained in the CBA.

Faculty Signature **Printed Name** **Date**

II. Librarian Faculty Development and Self-Assessment

The librarian faculty member is responsible for completing this section prior to the scheduled performance review or by April 1st, whichever comes first. This section must be completed using the Faculty Professional Development System via BANNER. Submit documentation for each entry (meeting minutes, proof of attendance/CEUs, programs, etc.). Record number of points accrued per section below. Faculty are required to have a minimum of 3 points in Section II in your current cycle.

Points for campus, college, cluster or other EFSC-related committees	
Points for community or professional projects	
Points for professional organizations, publications, or presentations of scholarly or professional work	
Points for attendance at professional meetings, continuing education credits, graduate level courses	
Points for instructional development such as enhanced teaching strategies, new course development, WIDS conversions, curriculum revisions, etc.	
Other contributions that may not be included in the system and have been approved by your supervising administrator (list below):	

Reflection: How have the experiences above enhanced your teaching and personal and professional growth since the last review?

III. Student Enhancement

What was your most positive teaching experience since your last review?

Discuss your perception of student success in your classes since your last review:

3278 What did you do to ensure student success in your courses?

1. I used the Early Alert system ☐ Yes ☐ No

2. I recommended academic support resources such as the Learning Lab, Library, Writing Center or other college writing service ☐ Yes ☐ No

3. I participated in the Core Scholar Program ☐ Yes ☐ No

4. I offered group tutoring or other remediation ☐ Yes ☐ No

5. I made other changes based on student feedback ☐ Yes ☐ No

3279 Comment on your overall performance in the area of ensuring student success in your courses:

3280 What limitations to increasing student success have you encountered in your courses?

3281 **IV. The following section is to be completed by the Supervising Administrator** (Provost level or
3282 higher) prior to the post-observation meeting:

a. The faculty member posted and maintained scheduled hours as required for maintenance of library coverage during posted hours within limitations specified by the contract and as approved by the supervising administrator

☐ Yes ☐ No ☐ N/A

b. The faculty member maintained required credentials for their subject matter

☐ Yes ☐ No ☐ N/A

c. The faculty member attended all discipline and curriculum cluster meetings that did not interfere with her or his teaching schedules or approved leave times

☐ Yes ☐ No ☐ N/A

d. The faculty member participated in committees when appointed and attended all meetings that did not interfere with her or his teaching schedules or approved leave times

☐ Yes ☐ No ☐ N/A

e. The faculty member attended all in-service days that did not interfere with approved leave times

☐ Yes ☐ No ☐ N/A

f. The faculty member participated in revision of collections and implementation of new information technology materials

☐ Yes ☐ No ☐ N/A

Comments:

V. List the Goals from the Previous Evaluation and to what degree each was achieved.

VI. Goals for the Upcoming Academic Year (to be filled out jointly by the Supervising Administrator, Provost level or higher, and the faculty member):

A. DISCIPLINE/PROGRAM-RELATED GOALS FOR THE NEXT CYCLE:

1. **Do you plan to join a college committee?** ☐ Yes ☐ No
   If so, which committee?_____
2. Do you plan to implement a new programmatic assessment? ☐ Yes ☐ No
   If so, describe:
3. Do you plan to revise or write new curriculum for your program or discipline? ☐ Yes ☐ No
   Please comment on implementation of curriculum revision in III. F.
4. Other:

B. PROFESSIONAL DEVELOPMENT GOALS FOR THE NEXT CYCLE:

1. **Do you plan to complete a graduate level course?** ☐ Yes ☐ No
   a. In your discipline? ☐ Yes ☐ No
   Comment:
   b. Outside your discipline? ☐ Yes ☐ No
   Comment:
2. Do you plan to publish an article, book, or juried work? ☐ Yes ☐ No
   Comment:
3. Other:

C. COMMUNITY SERVICE GOALS FOR THE NEXT CYCLE:

1. Do you plan to serve on or establish a community advisory board? ☐ Yes ☐ No
   Comment:
2. Do you plan to participate in >20 hours of community service? ☐ Yes ☐ No
   Comment:
3. Other

D. STUDENT SUCCESS GOALS FOR THE NEXT CYCLE:

1. Do you plan to implement new technologies? ☐ Yes ☐ No
   Comment:
2. Do you plan to revise or develop curriculum to improve student success? ☐ Yes ☐ No
   Comment:
3. Do you plan to implement specific learning assessment? ☐ Yes ☐ No
   Comment:
4. Do you plan to mentor/advise adjunct faculty in your area of expertise? ☐ Yes ☐ No
   Comment:
5. Are there other strategies you plan to use to improve student success? ☐ Yes ☐ No
   Comment:

VII. Formal Classroom Observation (to be conducted by the supervising Provost or designee). The faculty member:

a. Communicated in a manner to encourage student engagement and interest.
☐ Yes ☐ No ☐ N/A

b. Accommodated students with disabilities when provide with notice by the student and the OSD.
☐ Yes ☐ No ☐ N/A

c. Demonstrated knowledge of the library facilities.
☐ Yes ☐ No ☐ N/A

d. Demonstrated knowledge of information science.
☐ Yes ☐ No ☐ N/A

e. Demonstrated knowledge of library technologies immediately available to students.

☐ Yes ☐ No ☐ N/A

f. Used germane and clearly understood handouts, multimedia presentations or other materials.
☐ Yes ☐ No ☐ N/A

g. Answered student's questions clearly.
☐ Yes ☐ No ☐ N/A

h. Made the orientation or activity relevant to the student's needs.
☐ Yes ☐ No ☐ N/A

i. Communicated clearly.
☐ Yes ☐ No ☐ N/A

j. Was well-prepared and organized.
☐ Yes ☐ No ☐ N/A

k. Treated students with respect.
☐ Yes ☐ No ☐ N/A

Comments:
☐ Yes ☐ No ☐ N/A

VIII. Based upon this evaluation, I consider the faculty member's overall performance to be:

☐ A. Outstanding, recommendation for continuation
☐ B. Satisfactory, recommendation for continuation
☐ C. Acceptable, but some improvement needed (complete section below)
☐ D. Unsatisfactory (complete section below)

3289 **Feedback from Supervising Administrator:**

VIIII. Plan of Action (if needed):

A. Time frame is set for determining improvement:

B. Outcomes and recommendations if no improvement is documented based on the established action plan within the allotted time period.

Supervisor's Signature	Library Faculty Member's Signature
Supervisor's Printed Name	Library Faculty Member's Printed Name
Date	Date

APPENDIX M—Student Course Opinion Form

This content is contained in the Online Student Opinion Survey.

This questionnaire will provide you the opportunity to express how you believe your instructor has performed in some aspects of teaching. Completion of this form will NOT affect your grade. PLEASE DO NOT SIGN YOUR NAME.

Please mark one response for each of the following statements.

SA = Strongly Agree, A = Agree, D = Disagree, SD = Strongly Disagree, NA = Not Observable/Not Applicable

Competency and clarity:	SA	A	D	SD	NA
1. Instructor provided a syllabus that clearly presented grading policies and procedures.					
2. The instructor followed the stated syllabus.					
3. The instructor used class time well.					
4. Instructor presentations were well organized.					
5. The instructor explained the material in a clear manner.					
6. The instructor's use of examples helped to get points across in class.					
7. The instructor demonstrated a thorough knowledge of the subject.					
8. Instructor created an atmosphere in which students felt free to ask questions and participate in class discussions.					
Fairness and diligence:	SA	A	D	SD	NA
9. Instructor graded according to the syllabus.					
10. Course work (tests, assignments, portfolios, essays, laboratories, etc.) related to the goals of the course.					
11. The instructor's methods of evaluating me were fair.					
12. Graded assignments were returned in a timely manner.					
13. The instructor offers specific suggestions for improving my work.					
Life skills:	SA	A	D	SD	NA
14. The course fostered intellectual curiosity.					
15. Knowledge gained in this course will benefit me in real life.					
16. I gained a strong understanding of concepts in this field.					
Availability:	SA	A	D	SD	NA
17. Instructor was available to consult with students during posted office hours.					
Required Materials:	SA	A	D	SD	NA
18. Required textbook and materials were used in the course.					
Laboratory:	SA	A	D	SD	NA

19. Instructor provided adequate safety protocols with regards to laboratory activities.					
20. The laboratory activities promoted understanding of course content.					
21. Equipment used in the lab was adequate and reliable.					

3299 Comments:

3300 If there are any other items you would like to share, please do so in the following space.

APPENDIX N—Faculty Professional Development and Advancement by Classification

(Formerly Appendix N: Maintenance of Continuing Contract)

Activities noted below may be used by tenured faculty members to meet requirements for the maintenance of continuing contract cycle; by non-tenured faculty to partially satisfy requirements for tenure as outlined in Article 11 of this Agreement; and by all eligible faculty in partial fulfillment of the requirements for rank change, as outlined in Article 11 of this Agreement. Tenure and rank change criteria are specified in the current TPDC Handbook.

The associated points apply only to Maintenance of Continuing Contract, and as supporting documentation for all faculty members on the *Faculty Self-Assessment and Evaluation* form to be completed every three years.

Faculty members opting for the (6) six-year Maintenance of Continuing Contract cycle will earn (3) points for successful completion of a graduate course, or courses, totaling not less than (3) three credit semester hours.

All faculty members may use the online Professional Development System to record their activities. The list below is not exhaustive. Faculty may request Supervising Administrator approval and credit for other activities, and by appeal to the Tenure and Professional Development Council (TPDC), as outlined in the TPDC Handbook.

PROFESSIONAL ACTIVITY CLASSIFICATIONS (TENURE, RANK AND MCC):

Commitment to the College (CC)
Commitment to the Profession (CP)
Commitment to the Community (CComm)

Note that A-F below are the categories as identified on the Faculty Self-Assessment and Evaluation Form.

A. Points for campus, college, cluster or other EFSC-related committees:

1.	(CC) Active membership on a college-wide or campus committee (each committee)	1
2.	(CC) Active membership on an advisory committee for the college (each committee)	1
3.	(CC) Faculty Sponsorship/Co-sponsorship of a student organization	1
4.	(CC, CP) Participating on an articulation committee	1

B. Points for community or professional projects:

1.	(CC) Completing a project for the department	.5
2.	(CC) Writing a grant proposal for program improvement or new equipment	1
3.	(CC) Serving as a mentor for one year in the New Faculty Mentoring Program	.75
4.	(CC, CP) Organizing a college-wide conference	1
5.	(CC) Mentoring a College Success Skills student, an Office of Undergraduate Research student, or a Core Scholar Program Peer Tutor student	.5

6.	(CC) Volunteering in the Learning Lab for ten hours	.5
7.	(CP) Teach an upper division course or graduate course at an accredited University	1
8.	(CP) Completing a profession-related project	1
9.	(CComm) Organizing a college sponsored community event	1
10.	(CComm) Membership on an advisory committee for a non-profit organization	1
11.	(CComm) A minimum of 20 hours of community service/volunteer time with any non-profit, government organization or student related activity	.5
12.	(CComm) Participation in community education events	.5
13.	(CComm) Obtaining training and certification to assist with community needs	.5
14.	(CComm) Participating in a mentoring program such as, but not limited to, Project Read or Big Brother/Big Sister	.5

C. Points for professional organizations, publications, or presentations of scholarly or professional work:

1.	(CC) Successful delivery of a workshop	1
2.	(CP) Presenting a paper or being a panel member at a professional conference/meeting	1
3.	(CP) Publication of a scholarly or research paper on a profession-related subject in a refereed journal, or publication of a textbook, or publication of a monograph	1
4.	(CP) Presenting artwork at a juried, solo, or curated art show or performing in a public recital	1
5.	(CP) Writing critical review of a musical or theatrical performance, book review or other art work for publication in a newspaper, magazine or professional journal	.5
6.	(CP) Participating in a discipline-related professional organization	.5
7.	(CP) Organizing a profession-related conference	

D. Points for attendance at professional meetings, continuing education credits, and graduate level courses:

1.	(CC) Successful completion of a TPDC approved workshop offered through the college	.25
2.	(CC) Successful completion of a college course from a regionally accredited college/university	1
3.	(CP) Attending a workshop, seminar, webinar or professional meeting to advance knowledge in the career field	.5
4.	(CP) Obtaining continuing education credits, meeting professional certification/ licensure requirements	1
6.	(CP) Successful completion of a graduate level course of at least 3 credit semester hours in one's discipline	3

E. Points for instructional development such as enhanced teaching strategies, new course development, WIDS conversions, curriculum revisions, etc.:

1.	(CC) Development of a new program of study	1
2.	(CC) Development of a new course offering	1

3.	(CC) Revising a course plan	.75
4.	(CC) Developing/marketing new programs or services	1
5.	(CC, CP) Converting a pre-existing course to Hybrid or Online format according to established guidelines	.75
6.	(CC) Converting a course to WIDS format	.5
7.	(CC) Creation of innovative instructional design	.75

F. Other contributions that may not be included in the system and have been approved by your supervising administrator:

Points vary and determined by your Supervising Administrator _____

APPENDIX O—Rank Change Committee Scoring Guide

Committee Member (print name): _____ Date: _____

		Significant, Continuing Contributions and/or Participation Score as follows: 1 – No evidence provided 2 – Minimal contributions, either not significant or not continual during time interval 3 – Acceptable 4 – Satisfactory 5 – Exemplary						
Applicant Name	"Satisfactory" in at least 1 evaluation in past 5 years (check if YES)	Contributions to the College	Contributions to the Profession	Contributions to the Community	Participation in Professional Development Activities (required)	Two peer recommendations (check if YES)	Approved	Not Approved
		(two of three are required)					(check one)	

APPENDIX P—Notice of Intent to Impose Disciplinary Action

This document shall serve as a written notice of proposed disciplinary action to be taken against:

_____ and is being provided to the above named person pursuant to Article 17 of the EFSC/UFF-Brevard Agreement 2015-2018.

The proposed disciplinary action to be taken is (check one of the following):

_____ Oral/Written Reprimand

_____ Reprimand

_____ Suspension

_____ Termination

This proposed disciplinary action is based on behavior that is considered to be in violation of College Procedures and/or Policies. Specifically, this is in reference to:

Pursuant to Article 17.2(B) (2), you have the right to respond to this notice of proposed discipline, in writing within 10 days of receipt herein before any disciplinary action can be taken. Furthermore, you have the right to union representation during any investigatory questioning that may reasonably be expected as a result of this proposed disciplinary action.

This action is subject to Article 16—Grievance and Arbitration of the EFSC/UFF-Brevard 2015-2018 Agreement.

Provost Date

Receipt of this memorandum and the contents herein is hereby acknowledged:

Faculty Signature Date

APPENDIX Q—Rank Change Committee Checklist

Committee Member (print name):

Date:		Contributions and/or Participation						
Name	"Satisfactory" in at least 1 evaluations in past 5 years [check if YES]	Committee work [check if YES]	Community groups or projects [check if YES]	Contributions to profession (conference presentations, publishing, organization memberships, grant writing, etc.) [check if YES]	Participation in professional Development Activities [required]	Two peer recommendations [check if YES]	Approved	Not Approved
		[two of the three are required]					[Check One]	
1.								

APPENDIX R—Change in Rank Application

Name (printed): Current Title:
Campus: Date Hired as F-T Faculty:
Degrees Awarded and Dates:

Select the Rank for which you are applying:

☐	Assistant Professor	☐	Associate Professor	☐	Professor

Date of current rank awarded: ☐ Date of tenure or last range change awarded: ☐

Instructions

Per Article 11 of the CBA*, five criteria* must be met for rank change:

1) Minimum years of service and/or education qualifications
2) Satisfactory performance
3) Significant continuing contributions to the College, Discipline, and/or Community
4) Ongoing professional development
5) Peer recommendation

To apply for rank change, complete and submit this application, along with a portfolio of evidence to the TPDC. See the current TPDC Handbook for more information.

The scoring guide to be used by the Tenure and Professional Development Committee is in the TPDC Handbook. Do not include a copy with your application.

Guidelines for the Portfolio

- The portfolio must be in a 1" – 2" three-ring binder with ONLY the required information necessary for Rank Change.
- The Change in Rank application should be the first artifact when preparing the portfolio.
- Plastic sleeves are acceptable only if documents do not need to be removed in order to be viewed.
- Tabs are required for separating each section—Professional Development, and two or more of the following contributions: The College, the Discipline of the Community
- All evidence must be dated after the last rank change was awarded.
- The Professional Development section must include the Employee Faculty Training Record from BANNER with any accomplishments highlighted. Mandatory professional development will not be considered.
- Order evidence in each section beginning with the most recent accomplishment.
- This is a pragmatic process—no extraneous information will be considered and can hinder the possibility of advancement.

- Highlight the box on this chart that applies to your educational level and experience which qualifies you for a change in rank.

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 EFSC	Doctorate with 8 years full-time faculty experience at EFSC
	Master's +60, award of tenure, and 4-5 years full-time faculty experience at EFSC	Master's +60 with 6 years full-time faculty experience at EFSC	Master's +60, with 9 years full-time faculty experience at EFSC
	Master's +30, or terminal degree, award of tenure, and 5-6 years full-time faculty experience at EFSC	Master's +30, or terminal degree, with 8 years full-time faculty experience at EFSC	Master's +30, or terminal degree, with10 years' full- time faculty experience at EFSC
	Master's degree, award of tenure, and 6 or more years' full-time faculty experience at EFSC	Master's degree, with 9 Years' full-time faculty experience at EFSC	
	Bachelor's degree, award of tenure, and 8 or more years' full-time faculty experience at EFSC		

NOTE:

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 EFSC faculty experience on a 2:1 ratio with every two-years prior experience substituting for one year EFSC experience.

Submit to Human Resources for verification of minimum qualifications requirements for rank change you are requesting. Request this application be returned to you upon verification.

Human Resources Verification

I certify that this faculty member meets the minimum qualifications, highlighted above, required for the rank change requested.

Human Resource Office Signature Date

Evaluations

You must have earned a "Satisfactory" or better on at least one (1) evaluations in the previous five years, with a "Satisfactory" or better on the most recent evaluation. Submit this application to your Provost for verification of satisfactory performance. Request this application be returned to you upon verification.

Provost Verification

I certify that this faculty member has earned a "Satisfactory" or better on at least one (1) evaluations in the previous five years with a "Satisfactory" or better on the most recent evaluation.

Provost Signature Date

Application Checklist

Please verify that each of the following is included in this application and the associated portfolio before submitting:

- Signature from Human Resources
- Signature from Campus Provost
- Copies of one signed and dated Performance Enhancement Conference Summary form
- Evidence of significant continuing contributions to two or more of the following: the College, the Discipline, or the Community
- Evidence of professional development
- Two peer recommendations

Faculty Verification

I certify that to the best of my knowledge the contents of this application and portfolio are complete and accurate.

Faculty Signature Date

APPENDIX S—Tenure Timeline

1. By May 1 of the candidate's sixth or seventh year, the candidate must notify the Supervising Administrator of his intent to apply for tenure during the Fall Term of the fifth year or the Fall Term of the sixth year.

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

3. By October 1 of the Fall Term of the candidate's sixth or seventh year, a campus tenure committee chair will be named. The candidate must submit an application for tenure and an authorization for tenure committees to review limited access files to the announced chair of the campus tenure committee (See TPDC Handbook).

4. By January 10, of the Spring Term of the year of tenure consideration, the candidate must submit the tenure portfolio to the campus tenure committee chair.

5. By January 20, the Supervising Administrator will acknowledge that the position for which the applicant is requesting tenure is projected to continue.

6. By February 1, the Campus Tenure Committees must have met and made recommendations to the College-wide TPDC and copied the Supervising Administrator. The chair of the campus committee will ensure delivery of the portfolio to the TPDC.

7. By February 21, the College-wide TPDC must have met and made recommendations to the College President or designee.

8. All recommendations must be submitted to the Board in time for the March Board of Trustees meeting.

Faculty will be notified by the official end of the Spring semester.

APPENDIX T—Tenure Application

Name (printed): Campus:
Date Hired as F-T Faculty (Month, Year):
Degrees Awarded and Dates:

To apply for tenure, please do the following:

(1) By May 1 of your fifth year, notify your Supervising Administrator of your intent to apply for tenure during your sixth or seventh year.
(2) By October 1, submit this application, along with the review authorization form, to your Supervising Administrator.
(3) By January 10 of the Spring Term of the year of tenure consideration, submit your tenure portfolio to the campus tenure committee chair.

The timeline for consideration is:

(1) By January 20, your Supervising Administrator will acknowledge that the position for which the applicant is seeking tenure will continue.
(2) By February 1, the Campus Tenure Committee will have met and made a recommendation to the College-wide Tenure Committee and copied to your Supervising Administrator.
(3) By February 21, the College-wide Tenure Committee will have met and made a recommendation to the College President.
(4) In time for the March Board of Trustees meeting, your supervisor and the College President will have made their recommendations.
(5) By the end of the Spring term, candidates for Tenure will be notified of approval or non-approval by the Administration.

Instructions: Per Article 11 of the CBA, four criteria must be met for tenure:

(1) Satisfactory service performed in a full-time faculty position for four (4) to six (6) academic years except where outlined in Article 11.1.A.1.
(2) Satisfactory completion of a tenure portfolio which shall include at a minimum (consult the current TPDC Handbook):

- Regular professional self-assessment information (from the Instructional Faculty Self-Evaluation and Performance Review Form, Appendix K-L).
- Documented evidence of significant and ongoing contribution and/or participation in Professional Development activities (Appendix N).
- Documented evidence of contributions to the faculty member's profession and the College (academic unit program, department/unit, campus/unit).
- Evidence of participation in the Faculty Mentoring Program. Evidence must include an attendance record of the New Faculty Orientation and the first year monthly meetings. Attendance must exceed 60% of scheduled meetings.
- Consult the TPDC handbook for complete information.

(3) Supermajority recommendation by a faculty Campus Tenure Committee
(4) Majority recommendation by the faculty TPDC

I. HUMAN RESOURCES VERIFICATION:

I certify that the exact hire date for this faculty member is:	

Human Resource Office Signature Date

II. PROVOST STATEMENT:

I recommend this applicant based on the continuation of the position.	
I do not recommend this applicant based on the discontinuation of the position.	

Provost Signature Date

III. CAMPUS-BASED TENURE COMMITTEE RECOMMENDATION

Members of the Committee:	
Committee Chairperson:	
We recommend this applicant for tenure.	
We do not recommend this applicant for tenure.	

Justification for non-approval is:

Committee Chairperson Signature Date

IV. TENURE AND PROFESSIONAL DEVELOPMENT COUNCIL RECOMMENDATION

Members of the Council:	
Council Chairperson:	
We recommend this applicant for tenure.	
We do not recommend this applicant for tenure.	

Justification for non-approval is:

Council Chairperson Signature Date

APPENDIX U—Department Chair Responsibilities Checklist

	Activity
	Serves as a liaison between faculty and administration on one or more campuses
	Submits to the administration performance reviews of adjunct (part-time) faculty solely
	Coordinates class schedules
	Assist full-time faculty with textbook adoptions, equipment, class scheduling, and supply and facilities maintenance issues.
	Assists the Supervising Administrator with the appointment and training of adjunct faculty
	Will be scheduled for and maintain a 35-hour work week, and may be required to work up to five (5) additional days beyond the number required by their base contract at their daily pay rate.
	Convenes faculty meetings.
	Facilitates curriculum review.
	Assists faculty with the implementation of changes in the academic discipline curriculum as well as changes in course writing and instructional delivery formats (including online and hybrid formats).
	Act as budget custodian for the department.
	Reviews and makes recommendations regarding academic appeals, course waivers, course substitutions, and other student-initiated requests that require Departmental level input.
	May provide assistance to the Supervising Administrator for reviews of course content and adherence to standards and criteria established by regional and/or professional accrediting agencies.
	Additional programmatic responsibilities may include. i. Participation in the development and maintenance of articulation agreements. Ii. Drafting memoranda of understanding with outside agencies and professional organizations

APPENDIX V—Program Manager Responsibilities Checklist

	Activity
	Liaisons between the faculty and the administration in specific programs on one or more campuses.
	Conducts performance reviews of part-time (but not full-time) faculty members.
	Assists with the development of articulation agreements.
	Drafts memoranda of understanding between the College and outside agencies and professional organizations.
	Provides assistance to the Supervising Administrator for the coordination of class schedules.
	Participates in the appointment and training of part-time (adjunct) faculty.
	May be required to work up to an additional five (5) days beyond the number required by their base contract, at their daily pay rate.
	Is scheduled for and will maintain a 35-hour work week.
	Acts as budget custodian for the program.
	Convenes faculty meetings.
	Assists with programmatic curricular review.
	Assist faculty with the implementation of changes in the academic discipline curriculum as well as changes in course-writing and instructional-delivery formats (including online and hybrid formats).
	May provide assistance to the Supervising Administrator for reviews of course content and adherence to the standards and criteria established by regional and/or professional accrediting agencies.
	May provide assistance to the Supervising Administrator for reviews of course content and adherence to the standards and criteria established by regional and/or professional accrediting agencies.
	Review and make recommendations regarding academic appeals, course waivers, course substitutions, and other student-initiated requests that require program level input.

APPENDIX W—Program Coordinator Responsibilities Checklist

	Activity
	Liaisons between the full-time faculty and the administration in non-AA programs such as vocational, technical and health care related programs.
	Convenes faculty meetings (including adjunct faculty members) within the discipline to discuss both college-wide and academic discipline-related issues.
	Performs curricular reviews.
	Assists 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).
	May provide assistance to the Supervising Administrator for reviews of course content and adherence to the standards and criteria established by regional and/or professional accrediting agencies.
	Assists with onsite accrediting body visitations and inspections of academic programs and facilities.

APPENDIX X—College-wide Coordinator Responsibilities Checklist

	Activity
	Oversee programs which reach multiple campuses or engage the public in programs directly related to the mission of the College.
	Liaison between full-time faculty and the administration.
	Perform duties essential to the effective conduct of campus programs to ensure college-wide consistency.
	Assist faculty with any changes in the discipline curriculum.
	Assist with course-writing and instructional-delivery formats (including online and hybrid formats.
	May make recommendations for additional positions to the College President.

APPENDIX Y—Campus-Based Coordinator Responsibilities Checklist

	Activity
	Perform duties essential to the effective conduct of campus programs.
	Liaison between full-time faculty and the administration.
	Perform duties essential to the effective conduct of campus programs to ensure college-wide consistency.
	Assist faculty with any changes in the discipline curriculum.
	Assist with course-writing and instructional-delivery formats (including online and hybrid formats.
	May make recommendations for additional positions to the College President.

APPENDIX Z—Required Syllabus Content

Basic Information about the Course

- **Term and Year**
- **Course Number**, e.g., ENC 1102
- **Course Title**, e.g., Communications 2
- **Prerequisite Course Number** (if applicable)
- **Class Room Number** (optional)

Instructor Information

- Instructor Name
- Office location
- Office Telephone Number
- Email Address
- Advisement Hours

Tools for the course; learning expectations of the course

- **Text** (include author, title, edition)
- **Learning Management System** (if used; also see "Course Policies" below)
- **Description** (see course plan in eCPR)
- **Core Abilities** (see course plan in eCPR)
- **Course Competencies** (see course plan in eCPR)
- **OPTIONAL: Course Learning Objectives** (see course plan in eCPR)

Course Policies

Attendance Policy: Establish a clear policy concerning absences and tardies which reflects College and Veteran's Affairs attendance guidelines. See the current College catalog for exact language. Note special circumstances under which student's absences/tardies may be excused. Instructors may require a more rigorous attendance policy than that stated under College attendance guidelines.

Gordon Rule Courses: State this is a Gordon Rule course and what that means. For Gordon Rule writing classes, specify exactly how the multiple college-level writing assignment will be met, e.g., research paper, reaction paper, etc.

Grading Procedure: Explain in exact terms procedures used in calculating the student's final average.

Grading Scale: Establish a clear grading scale.

Late or Make-Up Work: Establish clear stipulations for making up work and/or exams (also for missed work during instructor-excused absences).

Outline of Course Work: Outline daily or weekly reading, writing, project, tests, assignments, etc.; or generally outline a list of major writing, project, tests, assignments, etc., that will be used as basis for student's final grade. Having this information in print is vital if grade is appealed.

Plagiarism and Academic Dishonesty Policy: Define plagiarism and academic dishonesty and your specific penalties for them. Refer to the Student Code of Conduct (Student Handbook).

Religious Observances: Include the College policy regarding religious observances.

Schedule or Calendar of Work: Include anticipated exam dates and graded assignment due dates. Using the official Academic Calendar, note holidays, withdrawal dates, exam times, and other important information.

Student Athlete Attendance Policy: Refer to the most current approved student athlete attendance policy as published in the Student Handbook.

Withdrawal Policy: State the College withdrawal date for the term or include a link to the College calendar.

Additional Policies: Indicate other requirements or policies as appropriate. For example, if a LMS is used as a course companion, be sure to indicate that use and your specific expectations about how it will be used in the course.