

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**DISTRICT BOARD OF TRUSTEES
EASTERN FLORIDA STATE COLLEGE**



AND

**UNITED FACULTY OF FLORIDA
BREVARD CHAPTER**



2024 to 2027

Revised August 2026

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LIST OF ACRONYMS/ABBREVIATIONS

AA	Associate of Arts
AC	Academic Council
AS	Associate of Science
BAS	Bachelor of Applied Science
CC	Clinical Coordinator
CAO	Chief Academic Officer
CAEL	Council for Adult and Experiential Learning
CETL	Center for Excellence in Teaching and Learning
CHEA	Council for Higher Education Accreditation
CTC	Career and Technical Certificates
DM	Discipline Manager
DOAH	Department of Administration Hearing
DPTC	Discipline/Program Tenure Committee
DTP	Dependent's Tuition Program
DTWP	Dependent's Tuition Work Program
EAP	Employee Assistance Program
EEAF	Employee Emergency Assistance Fund
FLAC	Faculty Load and Compensation
FLD	Faculty Lead Developer
FDIP	Faculty Development Incentive Program
FMCS	Federal Mediation and Conciliation Service

FMLA	Family Medical Leave Act
FMP	Faculty Mentoring Program
FRS	Florida Retirement System
FSRF	Faculty Schedule Request Form
ID	Instructional Designer
LMS	Learning Management System
LPW	Load Point Worksheet
MCC	Maintenance of Continuing Contract
NACES	National Association of Credentialing and Evaluation Services
PAC	Performing Arts Coordinator
PC	Program Coordinator
PDC	Professional Development Council
PLAF	Professional Learning Activities Funding
PM	Program Manager
RIF	Reduction in Force
SA	Supervising Administrator
SCOS	Student Course Opinion Surveys
TC	Tenure 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 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.

21 **ARTICLE 2: RECOGNITION**

22 The Board recognizes the UFF-Brevard as the sole and exclusive collective bargaining agent for all
23 members of the full-time teaching faculty and librarians (as certified by the Florida Public Employee
24 Relations Commission in Case No. 8H-RC-754-4219, Certification Number 229) in matters concerning
25 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—Academic Discipline Group

Academic Discipline Group: An Academic Discipline Group is a unit comprised of faculty who have the content expertise to create, review, and revise curriculum, select educational materials, and participate in programmatic review or other discipline-specific assignments. A Supervising Administrator will facilitate administrative tasks for each Academic Discipline Group. See Appendices for curriculum development workflow.

3.2—Administrative Day

Administrative Day: A contractual day of service scheduled on a non-teaching day.

3.3—Administration

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

3.4—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, and managing College resources and facilities.

3.5—Agreement

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

3.6—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.

3.7—Auxiliary Assignment

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

3.8—Bargaining Unit

Bargaining Unit: All full-time faculty (including temporary full-time faculty, 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 and librarians.

B. Excluded Personnel—All employees not specifically included.

3.9—Board

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

3.10—Business Days

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

Business Hours for the purposes of advising hours are between 7:00 a.m. and 9:00 p.m. on normal business days. Otherwise, normal business hours will be when the College's administrative offices are open.

3.11—Classroom

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

3.12—College

College: Eastern Florida State College.

3.13—College President

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

3.14—Coordinator (Clinical, Performing Arts, or Program)

Coordinator (Clinical, Performing Arts, or Program): A faculty member who assumes certain specific responsibilities within a program to assist the Supervising Administrator.

3.15—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 four (4) administrative days plus one (1) commencement. While the actual start and end dates may be modified as provided in the Faculty Duties and Responsibilities Article, workdays shall not exceed a maximum 165 workdays per year over approximately 34 workweeks. The equivalent of 300 load points (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 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 Faculty Duties and Responsibilities Article. A faculty member with an Extended-Year Contract will have their Basic Year daily rate of pay pro-rated upward for duty days in excess of that year's Faculty Basic Academic Year Contract.

3.16—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.

3.17—Discipline Manager

Discipline Manager: A faculty member assigned to act as coordinator and liaison between the Supervising Administrators and the full-time faculty in an academic discipline group. Discipline Managers

shall have no supervisory responsibilities with regard to other full-time members of the faculty. Discipline Managers will assist the Supervising Administrator for an Academic Discipline Group while carrying out their duties as defined in the Discipline Managers Responsibilities in the Appendices.

3.18—Day/Night Course

Day/Night Course: For the purposes of scheduling, any course that begins instruction at 4:00 p.m. or later shall be considered a night course. All courses that begin before that time shall be considered a day course.

3.19—Dean

Dean: The chief administrator responsible for a campus or division at the College who may directly supervise faculty or a specific area of concern.

3.20—EF Online (Administrative)

EF Online: The academic sub-division that oversees all distance learning modalities.

3.21—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.

- #### **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**

the Faculty Duties and Responsibilities Article. Temporary full-time faculty may count all years of temporary full-time service, from the beginning of their first Fall Term, towards tenure.

- 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 the Faculty Duties and Responsibilities Article. The classification definitions contained in this Agreement shall be exclusive for the duration of this Agreement.

3.22—Faculty Load and Compensation (FLAC)

Faculty Load and Compensation: A Human Resource Banner module that merges faculty information from Banner Student and Human Resources systems and creates faculty assignments and pay that can be acknowledged electronically through the Self-Service Application in MyEFSC.

3.23—Overload Teaching Assignments

Overload Teaching Assignments: Any course, or portion thereof, taught by a full-time faculty member beyond their basic contractual obligations.

3.24—Maintenance of Continuing Contract (MCC)

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

3.25—Master Course Initial Development

Master Course Initial Development: The alignment of current course curriculum with online learning activities, assessments, and resources by a faculty subject matter expert under the guidance of a faculty lead developer (FLD) and instructional designer (ID).

3.26—Master Course Level 1 Revisions

Master Course Level 1 Revisions: Revisions made to a master course that consist of only simple course maintenance and no major updates.

3.27—Master Course Level 2 Revisions

Master Course Level 2 Revisions: Revisions made to a master course that consist of substantial changes to the course due to new curriculum or educational materials requiring redevelopment of 50% or more of the course.

3.28—Major Committees

Major Committees: A major committee for the purposes of Maintenance of Continuing Contract and the Faculty Development Incentive Program are those outlined in the Councils and Committees section of the Faculty Rights Article.

3.29—Minor Committees

Minor Committees: A minor committee for the purposes of Maintenance of Continuing Contract and the Faculty Development Incentive Program is any committee not listed in the Councils and Committees section of the Faculty Rights Article.

3.30—Professionalism

Professionalism: The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students and the College. Faculty members further recognize their obligation to maintain at all times a professional attitude towards students and the College. Therefore, the faculty members 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 the member is not a spokesperson for Eastern Florida State College.

3.31—Program Manager

Program Manager: A faculty member assigned to act as coordinator and liaison between the Supervising Administrators and the full-time faculty in specific programs such as Health Sciences that require program-level leadership or academic groups. Program Managers shall have no supervisory responsibilities with regard to other full-time members of the faculty. Program Managers will assist the Supervising Administrator for an Academic Discipline Group while carrying out their duties and will assume responsibility for implementation of the curriculum.

3.32—Rank

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

3.33—Relative

Relative: Any faculty member related to another faculty member in the following ways and includes those within these categories who are referred to as adopted, step-, grand-, half-, in-law, or great-:

- Parent
- Child
- Sibling
- Uncle or aunt
- First cousin
- Nephew or niece
- Spouse
- Significant other

If the faculty member is unsure if another faculty member could be perceived or considered a relative based on the above definition, the faculty member should consult with their immediate supervisor for clarification.

3.34—Release/Reassignment Time

Release/Reassignment Time: Time reassigned from instructional duties. The release of advising hours is proportional to the amount of release/reassignment time.

3.35—Required Educational Materials

Required Educational Materials: Any material that has a cost to a student and/or will be used for graded assignments.

3.36—Sabbatical

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

3.37—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.

3.38—Supervising Administrator (or Designee)

Supervising Administrator: An administrator with direct supervisory responsibility over a full-time faculty member. Supervising Administrator Designees are the Vice President of Academic Affairs, Dean, Work-Force Administrator, College-wide Chair, or those designated by the President.

3.39—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.

214 **3.40—UFF-Brevard/Union**

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

219 **3.41—Work/Contact Hours**

- 220 • Clock Hour – Sixty (60) minutes.
221 • Advisement Hour – Sixty (60) minutes.
222 • Contact Hour – Fifty (50) minutes.
223 • Clinical Contact Hour – Fifty (50) minutes.
224 • CTC Contact Hour – Sixty (60) minutes.
225 • Semester Hour – The unit of course credit as specified in the College catalog.

ARTICLE 4: GENERAL PROVISIONS

4.1—Duration of Agreement

- A. This Agreement shall become effective when ratified by both the Board of Trustees and the faculty in the bargaining unit.
- B. This Agreement shall continue in effect through 12:00 a.m. on the first day of the 2027-2028 academic year, subject, to the following:
1. This Agreement shall be reopened for the limited purposes of:
 - a. negotiating the Salaries and Compensation Article, and negotiating one additional Article per party.
 - b. The first reopener bargaining session for the second year of this agreement will be held no later than January 2025.
 - c. The first reopener bargaining session for the third year of this agreement will be held no later than January 2026.
 2. 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 January 2027.
- 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 State or Federal 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 State or Federal 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. Any change to such policy that affects faculty will be by mutual agreement of the parties unless mandated by State and/or Federal Law. 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 their 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 their 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 State or Federal law, including Chapter 6A-14, Florida Administrative Code, shall be resolved as stated in the General Provisions Article. 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 member 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.

4.12—Conflict of Interest

Faculty members are prohibited from participating in an individual or committee decision involving a relative for nomination or conferral of awards, fellowships, or honors, as well as hiring, tenure, or rank change. In addition, faculty members may not write a letter of recommendation on behalf of a relative.

4.13—Background Screening

The President has determined that all employees of the College are in positions of special trust and responsibility and as such, require a criminal history screening as a condition of continued service. Faculty who have not been fingerprinted will be fingerprinted at the College's expense in order to facilitate such background screenings.

Evaluation of the screenings will be kept confidential and will be conducted by the Associate Vice President of Human Resources, using criteria outlined below.

327 In evaluating the results of a fingerprint screening and prior to any modification in the assignment of a
328 continuing contract faculty member, the College must take into consideration the date of the conviction,
329 resolution of the case, the nature of the offense, the faculty member's service to the College to date,
330 and whether or not the particulars of the information brought to light have any bearing on the faculty
331 member's current assignment.

332 If information from fingerprint screening reveals outstanding warrants for crimes against children,
333 sexual offenses, or violent felonies the College will contact the appropriate law enforcement agency.

334 Prior criminal convictions brought to light in a post-employment fingerprint review will not result in
335 disciplinary action.

336 However, in the case of criminal convictions involving crimes against children, sexual offenses, or violent
337 felonies, the College may alter the faculty member's assignment to minimize or eliminate contact with
338 minors. In the event the College determines modification of a continuing contract assignment is
339 warranted, the faculty member will be notified in writing by the Associate Vice President of Human
340 Resources indicating reasons for the modification. The affected faculty member will have the
341 opportunity to respond in writing and present any relevant evidence. The College must consider the
342 faculty member's response as a factor in the final decision to modify a continuing contract faculty
343 member's assignment.

344 In the case of ongoing criminal cases, faculty members are to be afforded due process as provided by
345 law and in this Agreement. If a pending criminal complaint is self-reported by a faculty member,
346 whether it involves crimes against children, sexual offenses, violent felonies, or other charges, the
347 College may choose to place the faculty member on paid leave, pending the resolution of the case.

348 This does not preclude the College from disciplining a faculty member as outlined elsewhere in this
349 contract.

ARTICLE 5: UNION RIGHTS

5.1—Membership Dues

The parties agree that as of July 1, 2023, the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session:

- 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 their employment.

- 379 G. The Employer will not deduct or transmit to UFF-Brevard at any time any monies
380 representing fines, fees, penalties or special assessments except as noted in Section 5.1 A.
381 above.
- 382 H. The obligation to commence making deductions or to stop deductions on account of any
383 particular authorization shall become effective with the first paycheck produced following
384 the receipt of the authorization by the Employer.
- 385 I. Written authorization to start or stop payroll deductions for UFF-Brevard dues will be
386 transmitted to the Employer using the wording in UFF Membership Form in the Appendices.

387 Should the Florida Statute change to allow dues and uniform assessments to be deducted through the
388 employee payroll, the parties will schedule a meeting within fifteen (15) days to enter into negotiations
389 to restart the ability to deduct dues and uniform assessments from the employee payroll.

390 **5.2—Facilitation of Faculty Relations**

- 391 A. Members of the UFF-Brevard bargaining team will not be required to take personal leave to
392 participate in bargaining sessions with the Administration or to perform other required
393 activities as explained below.
- 394 B. The Administration shall allow Union representatives time to engage in activities directly
395 relating to grievances, arbitration, the Agreement, or due to an emergency, which need to
396 be performed during their scheduled hours. Union representatives shall receive such time as
397 is necessary to perform the activities without loss of pay. Union representatives shall notify
398 their immediate Supervising Administrator(s) of the need for time off for the performance of
399 these activities, and such time shall be limited to no more than ten (10) hours to be divided
400 among no more than three (3) representatives per week per campus or division.
- 401 C. The College shall provide release/reassignment time to Union representatives to engage in
402 activities directly related to grievances, arbitration, meetings with faculty and/or
403 Administration, bargaining, or other such Union matters as may be required.
- 404 D. Thirty (30) load points release/reassignment time shall be provided in each of Fall and
405 Spring Terms to the President of the UFF-Brevard Chapter.

- E. In those years during which full contract bargaining occurs, the College shall provide thirty (30) load points 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 Dean 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 that is in the Board's current possession or custody, is not privileged or confidential under applicable law, and 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, CTC)
 - j. Degree (same classification as used in the Salaries and Compensation Article)
 - k. Date of tenure awarded

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.

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

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

- 472 1. The complete agenda for each regular and special meeting and workshop (other
473 than Collective bargaining workshops) of the District Board of Trustees including all
474 supporting documents; and routine faculty personnel recommendations.
475 2. All budgetary proposals submitted to the Board.
476 3. The minutes of each regular and special Board meeting and Board workshop.

477 E. Upon request by UFF-Brevard, the College will provide on a regular basis those minutes,
478 reports, and other public documents that are not privileged or confidential under applicable
479 law, and which are properly identified. Charges for such documents will be at the rate set
480 out in Section 5.3.A. All requests for information shall be presented to the Associate Vice
481 President of Human Resources.

482 **5.4—Access to Facilities**

483 A. UFF-Brevard shall have the right to use College facilities and equipment at reasonable times
484 when such equipment is not otherwise in use. UFF-Brevard shall adhere to the appropriate
485 administrative rules and procedures for utilization of College facilities and equipment
486 including completion of necessary College forms.

487 B. UFF-Brevard shall reimburse the Administration for the actual cost of all materials and
488 supplies used within thirty (30) days of receipt of billing. A billing account for duplicating
489 services shall be available with access/billing codes on College photocopy/duplicating
490 machines.

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

- D. UFF-Brevard will provide each Dean 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.

517 **5.9—Access to Faculty**

518 If the College conducts an administrative day or event for faculty members, UFF-Brevard may, at its
519 discretion, make a presentation and provide an information packet to be distributed with the program
520 materials.

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

523 **5.10—Consultation with the College President**

524 The College President and the UFF-Brevard President agree to consult (not bargain) on matters of
525 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 five (5) business days' written notice to the Union when a change is possible or considered and provide an opportunity to bargain 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 their other academic duties.

2. A faculty member is entitled to freedom in the classroom in discussing their subject, in devising and selecting teaching strategies and educational materials, and in using them to present their subject. However, they shall not introduce a controversial matter that has no relation to their 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 faculty speak or write as citizens, they should be free from institutional censorship or discipline. When faculty members write or speak, they must recognize the special position in the

community they hold as an employee of Eastern Florida State College in that the public may judge both the faculty members' institution and profession by their statements. Therefore, faculty members 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 they are 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 a professional attitude towards students.

6.3—Educational Materials Selection

Recognizing that adoption of educational materials, such as textbooks and software, is a fundamental principle of academic freedom, faculty members (annual contract and tenured faculty) shall be responsible for adoption of all educational material, including textbook and software adoptions. Once adoptions are approved, the Discipline Manager, Program Manager, or Supervising Administrator shall ensure that each faculty member is provided with a complimentary copy of any educational materials selected for a course. The faculty member may keep the educational materials for use in the classroom or return them to their immediate Supervising Administrator.

- A. Faculty must follow the educational materials selection procedures as published in the approved Academic Council (AC) handbook.

1. While instructors may select their own educational materials as outlined in this process, any textbook or software to be used in a course must go through the educational materials selection process. Any educational material that has not gone through this process cannot be used as a required course textbook/instruction material. This includes any textbook or software adoptions for Pilot courses. Instructor-created materials are exempt from this process as are supplemental materials already proven to be accessible, such as academic database articles or online videos/images.
2. Once a textbook or software has been selected by a faculty member for a particular course section through the established AC process, last minute changes to the selection cannot be made without documentation of extenuating circumstances.

Under extenuating circumstances, a faculty member may request to use another approved educational material with Supervising Administrator approval and Academic Discipline Group approval.

3. Where feasible, material selections shall be for a minimum of three (3) years.

4. All online required resources must be compliant with accessibility requirements or approved as alternative course material.

B. 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.

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

D. All material selections will comply with applicable State statutes and accessibility requirements.

6.4—Right to Privacy

A faculty member has the right to privacy with regard to their personal and private life, including, but not limited to, religious and political activities.

6.5—Personnel Files

- A. Any records that relate to a faculty member’s performance or evaluation will be filed in the faculty member’s Limited Access File in the Office of Human Resources. The faculty member’s Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. Written authorization to review a faculty member’s personnel files will be filed in the personnel file.
- B. No anonymous complaints shall be entered into or maintained in the faculty member’s personnel file.
- C. Any unit member will be permitted to inspect their 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 their “unofficial” personnel file at the Campus or division, if one is maintained, with an advance request of one working day. A faculty member may obtain copies of any items and/or documents in their 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

A faculty member's primary employment responsibility is to the College. The faculty member must report outside or significant self-employment to the faculty member's immediate Supervising Administrator on the College-provided form at the beginning of each academic year or upon commencing outside or significant self-employment. Any outside employment must not affect the faculty member's scheduled assignments or scheduled responsibilities at the College.

No faculty member shall claim to be an official College representative in connection with any outside employment, including self-employment or business interests. Faculty members who have outside employment or self-employment shall not conduct such business during duty hours, nor use any College equipment or supplies for such purposes. Faculty may not use FERPA protected student information for such purposes.

6.8—Consultant Fees

A faculty member shall have the right to any consultant fees earned that 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. Each faculty member shall have a computer with Internet access and a web camera, a telephone, a lockable desk, at least one 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. 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.

- C. Faculty assigned to teach on more than one campus shall have preferred access to a space designated for faculty use.

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 their best efforts to keep the parking areas maintained, lit, and protected by 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. Faculty members shall be reimbursed for tuition for credits completed at other regionally accredited higher education institutions up to a maximum of \$3500 per year. The College may reserve up to half of all funds earmarked for tuition reimbursement for distribution in the spring term. Faculty members must submit verification of satisfactory course completion in order to be reimbursed. No matching requirement will be required of any faculty member.
- 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 tuition reimbursement 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 their primary job duties at the College or an additional discipline that is essential to 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 a bi-annual basis for consideration.
6. Commit to work for the College for one (1) additional year for every year that tuition reimbursement is used for student loan reimbursement. If the faculty member is unable to meet the commitment, the faculty member shall reimburse the College unless the College waives the reimbursement due to extenuating circumstances.

6.12—Minimum Credentials

To be in compliance with the published requirements of the College's 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 the College's 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.

718 A. The College President or designee will establish faculty screening committees that will be
719 consulted prior to the hiring of any new full-time faculty members. Any such committee
720 shall consist of full-time faculty members. The Union shall be notified of the creation and
721 membership of all faculty screening committees and may recommend additional members if
722 needed. If the Union cannot identify additional volunteers, the College may move forward
723 with the committee. When sufficiently diverse faculty members are available to serve on a
724 screening committee for the selection of new faculty, they shall have the following
725 credentials in the priority indicated:

- 726 1. The committee shall consist of at least four (4) tenured faculty members, the
727 majority of whom teach in the same field or subject area as the candidate under
728 consideration and who are assigned to the campus for which the candidate is being
729 considered.
- 730 2. If sufficient numbers of faculty are not available from the appropriate discipline and
731 campus or division, faculty members from another campus or division shall be
732 included, as needed, to meet the majority discipline requirement. If sufficient
733 numbers of faculty are still not available to meet the majority requirement, then
734 faculty from closely related disciplines shall be appointed.
- 735 3. For a library faculty position, the Discipline Manager will select faculty members to
736 serve on the screening committee from the library faculty.
- 737 4. In the event sufficient numbers of full-time, tenured faculty members are not
738 available, non-tenured faculty members may be asked to serve. Tenured faculty
739 shall have priority over non-tenured faculty for assignment to a screening
740 committee for selection of new faculty.
- 741 5. Relatives of applicants are prohibited from sitting on the associated hiring
742 committees for any reason.

743 B. The committee shall function as follows:

- 744 1. The Discipline Manager or Program Manager shall serve as the committee Chair.
- 745 2. The committee shall review all applications for a faculty vacancy and determine
746 which candidates to interview.
- 747 3. The committee will interview and recommend finalists who meet credentialing
748 criteria.

749 4. The committee will file a written recommendation concerning the finalists, listing by
750 ranked preference, with the appropriate Supervising Administrator who will forward
751 the ranked recommendations and their recommendation to the Vice-President of
752 Academic Affairs. The Vice-President of Academic Affairs will forward their selection
753 to the President or designee.

754 5. Finalist recommendations from faculty screening committees will be advisory only;
755 final decision rests with the College President, who will notify the Supervising
756 Administrator of their final decision. In the event the President declines all finalists,
757 the committee Chairperson will be contacted to renew the selection process.

758 C. If the College conducts a campus or division or College-wide orientation for newly employed
759 faculty, the Union may, at its discretion, make a presentation and provide a separate packet
760 of information to be distributed with orientation materials. The College will notify the Union
761 of the date of orientation and number of participants as soon as practical prior to the
762 orientation.

763 **6.14—Vacancies/Transfers**

764 A. The College retains the right and responsibility for determining the number and type of
765 faculty positions required at each campus or division, and for the selection of individuals to
766 fill these positions.

767 B. Faculty members will be assigned to a campus location: Titusville, Cocoa, Melbourne, Palm
768 Bay, or any established center/institute. When a new faculty position or vacancy appears at
769 any such location and the College President intends to fill it, the faculty position will be filled
770 by the Administration in accordance with the following guidelines:

771 1. Email notification of the position shall be e-mailed to all full-time faculty members
772 in a College online publication with College-wide distribution. To request a transfer
773 to a new or vacant full-time faculty position within the faculty member's discipline
774 or from one discipline to another, a qualified, full-time, tenured (as of the position
775 start date) faculty member shall submit a request for transfer on the Request for
776 Faculty Internal Transfer form to both the faculty member's immediate Supervising
777 Administrator and the Associate Vice-President of Human Resources no later than 5
778 business days from the internal job posting date. In the event of a transfer between

779 disciplines, the Associate Vice-President of Human Resources or designee will verify
780 qualifications before proceeding. Once the Associate Vice-President of Human
781 Resources or designee has signed the Request for Faculty Internal Transfer form
782 verifying the faculty member's qualifications, the faculty member shall be
783 considered qualified for the position.

784 2. After the job close date for the internal job posting, Human Resources will finalize
785 any Request for Faculty Internal Transfer forms submitted and forward them to the
786 appropriate Supervising Administrator for review. When only one qualified faculty
787 member requests transfer, that faculty member will meet with the Supervising
788 Administrator prior to the transfer to determine if the transfer will be mutually
789 beneficial. If the transfer request is denied, a written explanation shall be provided
790 to the faculty member. The Administration's decision is final and is not subject to
791 grievance.

792 3. If no currently employed, qualified, full-time faculty member requests an internal
793 transfer to fill the open position, the position may be posted externally.

794 4. If more than one faculty member has requested a transfer to the open position, the
795 Supervising Administrator shall make the final determination. Any qualified
796 candidate who does not receive a requested transfer shall be provided the rationale
797 for the decision, upon request.

798 C. If the Administration determines that it is necessary to transfer a member, the
799 Administration will first request qualified volunteers.

800 D. For a new or vacant full-time faculty position that is different from the faculty member's
801 current discipline, a tenured faculty member requesting a transfer must meet the minimum
802 qualifications for teaching in the new discipline and the application deadline date for
803 applying as printed on the job posting on the College's Website announcement.

804 E. When transferring from one discipline to another where there is no change in campus or
805 division, the Supervising Administrator with responsibility for the academic discipline being
806 sought will retain the sole right to approve or reject the transfer request.

807 F. Faculty members whose campus/division designation in HR was changed because they
808 accepted a DM, PM, or PC/CC position shall remain at the new campus once their term has
809 expired by mutual consent between the faculty member and the College.

- 810 G. If a faculty member requests and is granted a transfer under this Section, the faculty
811 member will not be eligible to request a transfer again for one academic year from the date
812 of the transfer request.
- 813 H. Any faculty member selected for transfer must meet the educational requirements for the
814 position.
- 815 I. Reassignments for a single semester within a single contract year are considered temporary.
816 Reassignment for more than one semester in a single contract year is considered an
817 involuntary transfer.
- 818 J. A tenured faculty member involuntarily transferred retains the right to apply for any
819 subsequent vacancies as outlined in this Article.
- 820 K. If it is necessary to select a unit member for involuntary transfer, the Vice President of
821 Academic Affairs will assign transfer points to all unit members in the same discipline who
822 are qualified to fill the open position. The total points accrued will be considered by the Vice
823 President of Academic Affairs in making their selection, with the unit member having the
824 lowest number of points being the most vulnerable for involuntary transfer. Should the Vice
825 President of Academic Affairs select a unit member for transfer who has a point total
826 greater than another qualified faculty member who is not transferred, the College President
827 will state the reason for the selection in writing to the faculty member being transferred. A
828 copy will be furnished to the President of the UFF/Brevard.
- 829 1. Involuntary Transfer points will be assigned as follows:
- 830 a. holding continuing contract, 3 points.
- 831 b. each year of full-time academic employment at the College, 1 point up to 10
832 points maximum.
- 833 c. completion of requirements for maintaining continuing contract, 1 point for
834 each 3-year period.
- 835 d. Academic Preparation:
- | | |
|---------------------------------|----------|
| 836 1. Doctorate | 6 points |
| 837 2. Master's + 60 | 5 points |
| 838 3. Master's + 30 (terminal) | 4 points |
| 839 4. Master's | 3 points |
| 840 5. Bachelor's or equivalent | 2 points |
| 841 6. Less than Bachelor's | 1 point |
| 842 | |

- L. 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, and/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 their assigned campus or division and will have access to their 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

The purpose of the Councils and Committees is to facilitate collaborative decision-making and engagement within the shared governance model of the College. Committees operating within this framework must align with the Council's objectives and focus on areas such as curriculum development, instructional design, delivery, or assessment. All committees tasked with providing recommendations in these areas must be housed under one of the Councils to ensure coherence, coordination, and alignment with institutional goals.

- A. The College will maintain one Academic Council (AC), one Tenure Council (TC), and one Professional Development Council (PDC) 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. These recommendations shall be presented during a leadership summit to the Administration and UFF at least once each major semester. This summit will include the Council and major committee Chairs, two UFF representatives, the Associate Vice-President of Academic Affairs, the Vice-President of Academics and Student Affairs, and an Academic Dean selected by the Vice-President of Academic and Student Affairs. The purpose of the

leadership summit is to provide council recommendations to both the Administration and UFF for approval by mutual consent, and to foster discussion between the Administration and faculty.

1. Administration and staff members will not be voting members of the AC, TC, or PDC.
2. The Councils may establish committees or subcommittees as needed to accomplish the purposes of the Councils.
3. Faculty may serve on only one council at a time. Exceptions to this can be made upon request by the faculty member to the Administration and UFF.
4. Each council shall be responsible for establishing a handbook that outlines operations, including number, membership distribution, and length and terms of service.
5. Substantive changes to the content of any Council Handbook may only be made under the following conditions:
 - a. AC, TC, or PDC approval, and
 - b. Mutual agreement between UFF-Brevard Executive Council and the Administration.

B. The AC will be comprised and operate as follows:

1. All voting members of the AC will be faculty, with at least one member plus one alternate recommended by each Academic Discipline Group and library faculty as outlined in the AC handbook.
2. 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 plans to remain equally active during the Summer Term, the Chair shall submit the proposed activity of the Summer Term by April 15th to the Chief Academic Officer for review and approval. If approved, the Chair will receive up to thirty (30) overload points at the established overload rate for those duties. The Chair will also be required to attend the leadership summit to present any proposals to the Administration and UFF.
3. The College and AC Chair will mutually develop goals for the AC. These goals will be reported to UFF-Brevard and at the request of the College, Chair, or UFF-Brevard, a

901 meeting will be held to resolve any issues to mutual satisfaction with all parties in
902 attendance.

903 4. The AC members shall be elected as outlined in the AC handbook.

904 C. The TC will be comprised and operate as follows:

905 1. All voting members of the TC and Campus Tenure Committees will be full-time,
906 tenured faculty.

907 2. The Chair of the TC will be granted thirty (30) points release/reassignment time
908 from instructional duties for each major academic term during which the TC is
909 meeting regularly. If the Chair plans on remaining equally active during the Summer
910 Term, the Chair shall submit the proposed activity of the Summer Term by April 15th
911 to the Chief Academic Officer for review and approval. If approved, the Chair will
912 receive up to thirty (30) overload points at the established overload rate for those
913 duties. The Chair will also be required to attend the leadership summit to present
914 any proposals to the Administration and UFF.

915 3. The College and TC Chair will mutually develop goals for the TC. These goals will be
916 reported to UFF-Brevard and at the request of the College, Chair, or UFF-Brevard, a
917 meeting will be held to resolve any issues to mutual satisfaction with all parties in
918 attendance.

919 4. The TC members shall be selected as outlined in the TC Handbook.

920 5. The Faculty Mentoring Coordinator for Tenure shall be a tenured faculty member.
921 The Coordinator will receive thirty (30) points of release/reassignment time from
922 instructional duties for each major academic term. If the Faculty Mentoring
923 Coordinator plans on remaining active during the Summer Term, they shall submit
924 the proposed activity of the Summer Term by April 15th to the Chief Academic
925 Officer for review and approval. If approved, they will receive up to thirty (30)
926 overload points at the established overload rate for those duties.

927 D. The PDC will be comprised and operate as follows:

928 1. All voting members of the PDC will be full-time faculty.

929 2. The Chair of this council will be a tenured faculty member. The Chair will be granted
930 thirty (30) points release/reassignment time from instructional duties for each
931 major academic term. If the Chair plans on remaining equally active during the

Summer Term, the Chair shall submit the proposed activity of the Summer Term by April 15th to the Chief Academic Officer for review and approval. If approved, the Chair will receive up to thirty (30) overload points at the established overload rate for those duties. The Chair will also be required to attend the leadership summit to present any proposals to the Administration and UFF.

3. The College and PDC Chair will mutually develop goals for the PDC. These goals will be reported to UFF-Brevard and at the request of the College, Chair, or UFF-Brevard, a meeting will be held to resolve any issues to mutual satisfaction with all parties in attendance.

4. The PDC members shall be selected as outlined in the PDC handbook.

E. Faculty will have equal representation and equal voting rights on the following committees:

1. Academic Calendar (as defined in the Miscellaneous Article)
2. College's accrediting organization's quality enhancement plan

6.17—Legal Assistance

Legal assistance shall be provided to a faculty member when actions taken by a faculty member are justifiable as determined by the College President and occur in the course of their employment.

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.

When feasible, the faculty member will provide advance notice to Administration that a Union Representative will be attending a meeting.

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.

6.20—Faculty Procedures for Student Code of Conduct Violations

Faculty agree to abide by established, mutually agreed upon procedures as outlined in the College Procedures Manual.

A. Behavioral Conduct Violations

1. Faculty will refer any student charged with one or more Student Code of Conduct violations in writing (electronically transmitted) to their immediate supervisor and the Dean of Students.
2. If the faculty member believes that the student remaining in the course may create an unsafe environment or may interfere with other students' classroom experiences as defined as an Elevated, Severe, or Extreme disruption in the College Behavioral Intervention Team (BIT) Procedures Manual, the faculty member has the right to have a student removed from a class session while making appropriate notifications and submitting the "Student in Crisis Report." Faculty who temporarily remove a student from a class session will work with their immediate supervisor, the Dean of Students, and Campus Security to ensure that the student remains restricted from class until an investigation and recommendations are made by BIT within the timeline range as defined in the BIT Procedures Manual and that the student does not pose a threat.
3. Further disciplinary actions will not be imposed until the violation has been reviewed and a decision has been made following the procedures outlined in the College Procedures Manual.
4. Behavioral complaints referred to the Dean of Students will include the following:
 - a. Student's name and B number.
 - b. Date of violation.

- c. Description of the violation to include, as applicable, Behavioral Intervention Team (BIT) referrals, prior cautions relayed to the student, and applicable syllabus language.
 - d. Faculty's determination of immediate temporary removal from the course. If the student appeals their removal, they will not be allowed to return to class until such time as their conduct violation has been reviewed under the appeal process established in the Student Code of Conduct.
5. If the violation is supported and the student cannot be returned to the section of current enrollment:
- a. Upon consent, the faculty member may allow the student to be isolated to their own separate Canvas shell if warranted (for example, the behavior was directed toward another student and not the faculty member and the faculty member is willing to continue instruction with the offending student).
 - b. The student may be moved to a different section with a different faculty member upon determination by the Dean of Students in consultation with the receiving faculty member. The College is responsible for arranging the transfer and providing the rationale for the move to the faculty member of the new section with only as much detail as will not violate due process or confidentiality rights of the student.

B. Academic Violations

- 1. Faculty detect and document a verified academic integrity violation and impose the penalty in alignment with the course syllabus and in accordance with Florida Statute 1006.60(5) governing student academic dishonesty.
- 2. Faculty have the discretion to submit the violation through the Academic Dishonesty Reporting Form which creates a mechanism for serious or repeat academic integrity offenders to be subject to Student Code of Conduct charges.

ARTICLE 7: MANAGEMENT RIGHTS AND PREROGATIVES

7.1—Management Rights

The College 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. UFF reserves the right to bargain or grieve any item that influences any mandatory bargaining subjects. Bargaining shall subsequently take place upon the request of either party.

7.2—Normal College Rights

While it is not possible to anticipate or detail in this Agreement all of the rights and prerogatives that the College retains and reserves, the following list that the Public Employees Relation Commission has determined are management rights is illustrative. The College exclusively retains and reserves the rights to: determine unilaterally the purpose of each of its constituent agencies and units; set standards of services to be offered to the public; exercise control and discretion over its organization and operations; direct its employees; take disciplinary action for just cause, and suspend or discharge any employee or impose other disciplinary action as necessary in accordance with this Agreement; 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. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the consequence of violating the

1041 terms and conditions of any collective bargaining agreement in force or any civil or career service
1042 regulation.

1043 **7.3—College-Wide Scheduling**

1044 It is the responsibility of the Administration to establish a College-wide course schedule which prioritizes
1045 times and locations, and/or instructional formats which meet the needs of the students on each
1046 campus.

ARTICLE 8: FACULTY DUTIES AND RESPONSIBILITIES

8.1—Intent

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

8.2—Faculty Contract Length

- A. Unless otherwise specified in this agreement or necessitated by academic programs or services that require faculty responsibilities during summer sessions, all full-time faculty members shall receive a Basic Academic-Year Contract. This contract includes an average teaching load requirement of 150 points per major semester, totaling 300 points per academic year.
 1. By April 1, the Administration will notify each tenured faculty member regarding the duration of their employment contract for the upcoming academic year, beginning with the fall term. This notification will specify whether the contract duration will be a Basic Academic-Year Contract or an Extended Academic-Year Contract as defined later in this article.
 2. Following the release of tenure notifications, by 5 p.m. of the Tuesday after final grades are due at the end of the spring semester, the Administration will notify each annual-contract faculty member regarding the renewal and duration of their employment contract for the upcoming academic year, beginning with the fall term. This notification will specify whether the contract duration will be a Basic Academic-Year Contract or an Extended Academic-Year Contract.
 3. Salaries of all faculty members will be based on the Basic Academic-Year Contract. The daily rate of pay is calculated by dividing the faculty member's Basic Academic-

1074 Year salary by 165 days. Compensation for any additional approved workdays shall
1075 be calculated using the faculty member's daily rate of pay.

1076 B. Basic Academic-Year Contracts

1077 The total number of contract days during the Basic Academic-Year Contract (excluding State
1078 and College-approved holidays) for full-time faculty shall not exceed 165 days per academic
1079 year. The contract days are defined as follows:

1080 1. Four (4) administrative days:

- 1081 a. One (1) on the Wednesday preceding the first day of the Fall semester.
- 1082 b. One (1) during the Fall semester.
- 1083 c. One (1) on the Wednesday preceding the first day of the Spring semester.
- 1084 d. One (1) during the Spring semester.

1085 2. One (1) day for attendance and participation in one College or Program

1086 Commencement ceremony that takes place within:

- 1087 a. One (1) week after the last workday of the fall semester, or
- 1088 b. One (1) week after the last workday of the spring semester.

1089 3. 160 workdays (Monday through Friday), which include:

- 1090 a. Thursday and Friday preceding the first day of the Fall semester for class
1091 preparation.
- 1092 b. Thursday and Friday preceding the first day of the Spring semester for class
1093 preparation.
- 1094 c. Final examinations during the last week of the semester or part-of-term.
 - 1095 1. For 16-week courses, final examinations may be given over multiple
1096 class sessions during the last week of the semester.
 - 1097 2. For part-of-term courses, final examinations may be administered
1098 during one or more class sessions during the final week of the term;
1099 however, the total time devoted to the final exam session(s) shall
1100 not exceed that of the same course in the 16-week term.
- 1101 d. The Monday after the end of the fall semester.
- 1102 e. The Monday after the end of the spring semester.

C. Extended Academic-Year Contracts

Faculty members in specific programs whose responsibilities are expected to exceed 165 days will receive an Extended Academic-Year Contract.

1. All library faculty members will receive an Extended Academic-Year Contract of at least 189 days to provide adequate professional staffing.
2. All Discipline Managers and Program Managers will receive an Extended Academic-Year Contract of 171 days. The additional days will be one (1) day prior to and two (2) days after each major semester.
 - a. The Librarian Discipline Manager will receive an Extended Academic-Year Contract of at least 195 days. This contract includes the one (1) day prior to and two (2) days after each major semester.
 - b. Program Managers overseeing programs that require year-round supervision due to accreditation requirements or the Supervising Administrator deems it necessary will be assigned a 201-day contract. If co-managed, each Co-Program Manager will receive a 181-day contract. These contracts include the one (1) day prior to and two (2) days after each major semester.
3. The annual salary for an Extended Academic-Year Contract will be calculated by prorating the faculty member's Basic Academic-Year salary. The daily rate of pay, as previously defined, will be multiplied by the total number of days of the Extended Academic-Year contract (which includes the initial 165 days plus the number of extended-year contract days).

D. Instructional Extended Academic-Year Contract

1. The specific duration of an Instructional Extended Academic-Year Contract will be determined by the Supervising Administrator in consultation with the respective faculty member.
 - a. Summer-term instructional schedules will be as follows:
 1. 12-weeks: 120 load points with 7.5 advising hours per week.
 2. 8-weeks: 80 load points with 5 advising hours per week.
 3. 6-weeks: 60 load points with 3.75 advising hours per week.

2. May teach overloads and receive payment for additional supplements subject to their Supervising Administrator's approval.
3. The annual salary for an Instructional Extended Academic-Year Contract will be calculated by pro-rating the faculty member's Basic Academic-Year salary. The daily rate of pay, as previously defined, will be multiplied by the total number of days of the Extended Academic-Year contract (which includes the initial 165 days plus the number of extended-year contract days)

E. Extended Academic-Year Contracts for Non-Instructional Duties

Faculty members temporarily assigned primarily non-instructional responsibilities may receive an Extended Academic-Year Contract. This will be administratively determined each year by April 1 for tenured faculty or by the Tuesday following the end of the spring term for annual-contract faculty.

1. Such assignments may include activities related to regional accreditation, reaffirmation processes, special task forces, or similar activities that may warrant or require the year-round responsibilities of a full-time faculty member.
2. The specific duration of an Extended Academic-Year Contract will be determined by the Supervising Administrator in consultation with the respective faculty member.
3. Faculty members will not receive an Extended Academic-Year Contract for the performance of the duties and responsibilities of a Supervising Administrator.
4. The annual salary for an Extended Academic-Year Contract will be calculated by pro-rating the faculty member's Basic Academic-Year salary. The daily rate of pay, as previously defined, will be multiplied by the total number of days of the Extended Academic-Year contract (which includes the initial 165 days plus the number of extended Academic-Year contract days).

8.3—Scheduling and Advisement Hours

Individual faculty schedules, including teaching and advising hours, will span the four (4) day workweek. Faculty are not required to be on campus every workday, provided the needs of the students are being met. Librarians are not required to be on campus every day the library is open, provided the needs of the students and the campus library team are being met.

A. Priority for Scheduling Assignments

1. The CAO will provide all faculty with the internal calendar as it pertains to scheduling matters for the next academic year by May 1st.
2. The College will establish a College-wide course schedule that meets the needs of students and will distribute it to all faculty in accordance with the date set on the internal college calendar.
3. All faculty schedule requests shall be submitted using the Faculty Schedule Request Form (FSRF) found under the EFSC Employee Applications section of MyEFSC by the date set on the internal college calendar.
4. Supervising Administrators, DMs, PMs, PACs, PCs, and CCs will work with faculty to fill scheduling requirements and establish individual faculty schedules that meet the needs of the students and considers faculty preferences.
5. Evening classes, those starting at 4 p.m. or later, assigned to a faculty member will be scheduled within an eight (8) 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.
6. Tenured full-time faculty shall have first preference for course assignments. Full-time faculty who are on tenure track shall have second preference. Temporary full-time faculty shall have third preference. Adjunct faculty assignments, including staff or Administration teaching as adjunct faculty, shall have fourth preference. The courses listed on the FSRF serve as a tool in the scheduling process and might not be all the specific courses that make up the faculty's final schedule. The Supervising Administrator will try to match the requests submitted on the FSRF as closely as possible. All faculty assignments must be fair and equitable.
7. If a conflict within a department arises, the Supervising Administrator will determine the faculty members' schedules.
8. A Supervising Administrator may assign faculty to specific days or course sections to meet load point obligations if the division/department is unable to find an instructor for the course and there is no alternative course section available at a different time

- 1193 on the same campus. The Supervising Administrator will provide written justification
1194 to the faculty member for such an assignment.
- 1195 9. A Supervising Administrator may also assign faculty to specific days or course
1196 sections if a faculty member has been evaluated on the Faculty Evaluation form as
1197 less than “Satisfactory”.
- 1198 10. All librarian faculty should collaborate with their campus counterparts to create
1199 equitable semester and annual schedules that meet the needs of the College.
- 1200 11. Nothing in this Article limits the Administration’s right to assignment as defined in
1201 the Management Rights and Prerogatives Article.
- 1202 B. Advisement hours denote regularly scheduled time periods during which faculty members
1203 will be available for one-on-one consultations with students outside of a classroom setting,
1204 to provide instructional, program-related, or similar academic assistance to students on an
1205 as-needed basis.
- 1206 1. Advisement hours may be scheduled on-campus in the faculty member’s office, in
1207 their classroom, at an appropriate off-campus instructional site, or virtually.
- 1208 2. The availability and location of advisement hours shall be published on the course
1209 syllabus and the “Faculty – Edit Schedule” tool found under the EFSC Employee
1210 Applications section of MyEFSC.
- 1211 3. Each faculty member shall publish and maintain a total of ten (10) advisement hours
1212 per week in minimum increments of thirty (30) consecutive minutes over a period of
1213 no less than two (2) workdays during the Basic Academic Year.
- 1214 a. Five (5) of these advisement hours must be available face-to-face during
1215 normal business hours, ideally in the faculty member’s office.
- 1216 1. Faculty members may schedule these hours at an off-campus
1217 instructional site in proportion to the faculty member’s assigned
1218 instructional hours at that off-campus location.
- 1219 2. CTC faculty members interact extensively with students during
1220 course time and may schedule a maximum of 50% of their required
1221 advisement hours concurrently during class time.

- 1222 3. Faculty members may schedule thirty (30) minutes of advisement
1223 hours that begin at the conclusion of a class that ends after normal
1224 business hours.
- 1225 b. The remaining five (5) hours of advisement time may be scheduled virtually
1226 off-campus at the faculty member's discretion.
- 1227 1. Faculty may schedule all ten (10) advising hours face-to-face if they
1228 do not teach online courses.
- 1229 2. Faculty who schedule virtual advisement hours must do so using a
1230 college-approved virtual meeting program.
- 1231 c. The release of advising hours is proportional to the amount of
1232 release/reassignment time. Faculty with:
- 1233 1. 30 points of release/reassignment will schedule eight (8) hours of
1234 advising time per week.
- 1235 2. 60 points of release/reassignment will schedule six (6) hours of
1236 advising time per week.
- 1237 3. 90 points of release/reassignment will schedule four (4) hours of
1238 advising time per week.
- 1239 d. The number of virtual advising hours shall not exceed the number of face-
1240 to-face advising hours.
- 1241 4. Each faculty member will be available by appointment for one (1) additional
1242 advisement hour for each thirty (30) overload points or major part thereof. If no
1243 appointment requests are made, the faculty member will be under no obligation to
1244 provide such additional hours.
- 1245 5. Faculty are not required to hold scheduled advisement hours during final exam
1246 week for the 16-week terms; however, faculty will remain available to support
1247 students by responding to questions or correspondence.
- 1248 6. If a student must schedule an appointment at a mutually agreeable time other than
1249 during scheduled advisement hours:
- 1250 a. It is expected that faculty be available upon student request for on-campus
1251 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 advisement hours during that week.
- 7. In emergencies or other unusual circumstances, the Supervising Administrator or their designee may approve exceptions to the published schedules of advisement hours for individual faculty members.

8.4—Instructional Faculty Responsibilities

A. Instructional Faculty Workload and Responsibilities

1. 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 160 scheduled workdays 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.
2. Faculty are required to:
 - a. Participate in scheduled discipline, program, department, campus, division, or College-wide activities unless on approved leave.
 - b. 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.
 - c. Submit Class Participation Reporting (CPR) by the due date set by the Registrar.
 - d. Adhere to federal accessibility standards for content provided to students within the Learning Management System (LMS).
 - e. Acknowledge receipt of Student Access for Improved Learning (SAIL) notifications within two (2) business days after the start of the term in which the accommodations are being provided. Faculty members will not be held responsible for failure to provide student accommodations prior to the receipt of the required notice from the SAIL office. Accommodations will be implemented within four (4) business days, measured from the date the faculty member received the SAIL notification.

- f. Make a course syllabus available to the students no later than the first day of class in the Learning Management System (LMS) for the duration of the semester, except when statutory compliance requires it to be provided earlier. 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 first week of classes. Syllabi are required to contain specific content as listed in the Appendices.
1. The Simple Syllabus third-party platform will be used to collect and post syllabi in compliance with state statutes and rules. Faculty are not required to submit a copy of the syllabus to a Canvas Dropbox or submit it separately by email.
- g. Assist the Administration with statutory compliance and be afforded the opportunity to use student feedback to continually improve teaching and student learning. Faculty will encourage all their students to participate in the student course opinion survey each term.
- h. Review the results of any student course opinion surveys completed by students who enrolled in each course or section taught by the faculty member during the pertinent academic term.
- i. Maintain all grades used in the calculation of the final course grade in the LMS for the duration of the semester.
- j. Submit final grades in the LMS and Titan Web for all courses taught in a semester by the deadlines published by the Registrar.
- k. Submit assessment data in the LMS for courses identified by the College no later than the date final grades are due for the course.
- l. Perform any other duties required to fulfill their programmatic obligations as delineated elsewhere in the Article.
- m. Electronically submit their load point worksheet (LPW) found under the employee applications section of MyEFSC to their Supervising Administrator as follows:
1. Fall LPW is due on the last day of the preceding spring semester.
 2. Spring LPW is due on the last day of the preceding fall semester.

- 1313 3. Summer LPW is due on April 1st.
- 1314 4. Revised LPWs due to schedule changes will be submitted within two
- 1315 (2) business days of any changes to the faculty's schedule.
- 1316 n. Have regular and substantive interaction with students in online courses.
- 1317 o. Respond to any student questions or concerns within 48 business hours,
- 1318 Monday through Friday.

1319 **8.5—Library Faculty Workload and Responsibilities**

1320 A. Library Faculty Workload

- 1321 1. Library faculty members will account for their weekly hours as approved by their
- 1322 immediate supervisor, with the total number of hours not to exceed thirty-five
- 1323 (35) hours per week, or an average of seventy (70) hours per pay period. At least
- 1324 thirty (30) hours per week must be on-campus. The remaining five (5) hours may
- 1325 be scheduled remotely.
- 1326 a. Schedules for library faculty will allow for a reasonable degree of
- 1327 flexibility to attend meetings, sponsor organizations, and participate in
- 1328 campus, division, or College-wide projects and initiatives. To perform
- 1329 such duties, the schedules of library faculty may be modified with the
- 1330 Administration's approval to provide adequate service to students and
- 1331 other members of the College community.
- 1332 b. Each workweek will not exceed five consecutive calendar days, unless
- 1333 waived by the individual library faculty member.
- 1334 c. Each workday will include a thirty (30) minute rest period that may be
- 1335 scheduled, at the discretion of the faculty member, in two fifteen (15)
- 1336 minute increments or in one thirty (30) minute period.
- 1337 d. Semester schedule requests shall be submitted using the Faculty
- 1338 Schedule Request Form (FSRF) found under the EFSC Employee
- 1339 Applications section of MyEFSC by the date set on the internal college
- 1340 calendar.

B. Library Faculty Responsibilities

1. The primary responsibilities of 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 College's 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 their responsibilities to the College.
2. Library faculty members and Supervising Administrators shall mutually determine their schedules as may be necessary to meet professional-staffing requirements, and within the provisions outlined elsewhere in 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.
3. 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 in this Article.
 - d. When asked to teach a portion of a course, library faculty members shall be given at least 5 business days' notice to prepare. Instruction will not exceed 75 minutes, and the faculty of record must be in attendance.

3. Will maintain course-related records for a minimum of three years.
4. Will fulfill instructional obligations such as planning and preparing assigned courses or evaluating students on course competencies.
5. Will evaluate educational materials, as necessary.
 - a. Will use only discipline-approved third-party platforms or the LMS for the submission of graded assignments.
6. Will maintain professional competence.
7. 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.
8. Will attend all required, scheduled campus or College-wide meetings and those area meetings convened by the immediate Supervising Administrator pertaining to College matters, scheduled by the Supervising Administrator with a minimum of five (5) business days written notice, unless unusual circumstances require shorter notice. This requirement does not apply if the faculty member is on approved leave.
9. Will participate in College-approved committees, community groups, and professional organizations. This includes committees, assessments, and activities deemed necessary for attaining 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 the Faculty Evaluation Article.
11. Will attend one Program or College Commencement ceremony as outlined in the Faculty Contract Length section per year unless on approved leave. Faculty shall be exempt from this requirement if they are teaching during all Program and College commencements. The College will make arrangements to have proper regalia available for the College Commencement ceremonies.

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.

- 1431 B. The Administration may require an instructional faculty member assigned to a program
1432 involving affiliates or off-campus or division sites to work on a Board-approved holiday to
1433 meet the schedule established by the affiliate or other off-campus or division entity.
1434 However, the Administration will work with such affiliates and off-campus or division sites
1435 to schedule such assignments on College workdays. The Administration will make every
1436 reasonable effort to schedule the faculty member's contractual days within consecutive
1437 weeks. However, a faculty member on a Basic Academic-Year Contract whose contractual
1438 days are so adjusted shall receive a period of at least eight (8) consecutive weeks each
1439 contractual year in which he is not on duty unless waived by the faculty member.
- 1440 C. Faculty with a multi-campus or division assignment as part of their regular duties excluding
1441 overload assignments will be reimbursed for travel from one campus or division to another
1442 if travel is necessary within the same workday. Faculty required to travel for other purposes
1443 will be reimbursed as provided in College Procedures Manual.
- 1444 D. It is the responsibility of faculty members to avoid being placed in a position of authority
1445 over a relative by virtue of their specific teaching, research, or administrative assignments.
1446 No faculty member may:
- 1447 1. Serve as a formal advisor, a member or Chair of an evaluation committee (Hiring,
1448 Tenure, etc.) to their relatives, as defined in this document.
 - 1449 2. Assign a grade to a relative or evaluate in any way a relative who is a student at the
1450 College.
 - 1451 3. Supervise a relative as part of a Directed Study or other form of individualized
1452 instruction.
 - 1453 4. Participate in an individual or committee decision involving the nomination or
1454 conferral of relatives for student awards or honors.
 - 1455 5. If the faculty member is unsure if a student could be perceived or considered a
1456 relative based on the definition in the Definitions Article, the faculty member must
1457 consult with their immediate supervisor for clarification.
 - 1458 6. In rare instances, a course may be staffed by only one credentialed faculty member.
1459 In such cases, enrollment must receive prior approval from the supervising
1460 administrator. If a relative is required to enroll in a course taught by that faculty
1461 member as part of the prescribed curriculum, a written plan shall be established

prior to the commencement of the course to ensure fair and impartial evaluation and grading, including, but not limited to, assessment by an independent and disinterested third party. The supervising administrator may also recommend alternative course options to enable the student to satisfy degree requirements.

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 faculty, courses will be assigned point values. The source for course credit hour and contact hour equivalents is 6A-14.030 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 Modalities

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 quantity and quality of information that 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. Hybrid Courses: A hybrid course is when 30-79% of the direct instruction of the course section is delivered using technology, where the student and instructor are separated by time, space, or both. There is a requirement for students in a hybrid course section to attend some classes in a physical location. The syllabus shall outline dates and times for face-to-face meetings and be submitted to the syllabi management system prior to the start

- 1490 of registration. Any changes to the dates and times for face-to-face meetings after the
1491 commencement of the class must receive Supervising Administrator approval.
- 1492 C. Laboratory: A laboratory course is one in which the contact hours per week do not equal the
1493 semester hour credit for the course. A laboratory experience involves preparation on the
1494 part of the instructor and/or laboratory assistant who organizes laboratory accoutrements
1495 in such a way that demonstrations, experiments, etc., have predictable outcomes. The
1496 laboratory experience takes place in a controlled environment with dependence on the
1497 student's motor involvement in the learning experience. Instruction generally takes place on
1498 a one-to-one basis between the student and the instructor at the laboratory station.
1499 Laboratory experiences may be scheduled for a class or be open to a student to work at
1500 their own pace under supervision. The ratio of credit hours to contact hours in a laboratory
1501 course varies but is usually more than one (1) contact hour per credit hour. Commonly
1502 denoted with an "L" designator.
- 1503 D. Clinical: A clinical course may have lecture hours and/or clinical hours, and each will be
1504 credited with points respectively. The ratio of credit hours to contact hours in a clinical
1505 course varies but is usually several contact hours per credit hour. A clinical experience has
1506 unique characteristics that include:
- 1507 1. The learning experience takes place in a "real-life" environment that is generally
1508 located in an area not under the direct control of the College or its agents.
 - 1509 2. There is an element of uncertainty in the learning situation, in which discrete events
1510 are not pre-programmed.
 - 1511 3. There are different procedures for the instructor/staff preparation and for student
1512 evaluation in a clinical experience than in lectures and/or laboratory classes.
 - 1513 4. A faculty member in a clinical situation has on-site instructional/supervisory
1514 responsibilities for the student and evaluates the student by personal observation.
- 1515 E. Eastern Florida Online: Online courses are delivered asynchronously and fully online through
1516 the College's approved Learning Management System (LMS). Online courses must meet the
1517 Regular and Substantive Interaction requirements found in the appendices.
- 1518 1. An online course may employ audio, video, and/or computer technologies within
1519 the approved online Learning Management System (LMS).

2. The instructor actively controls the quantity and quality of information that is directed to a specific objective. An EF Online course is typified by the regular and substantive interaction between the instructor and the student.
 3. An online class is typified by the amount of preparation preceding the electronic communication and by the amount of the student's online assignments and post-evaluation of the student's work.
 4. Online sections may be considered as part of the faculty member's regular load.
 5. An online section will have the same minimum enrollment requirements and follow the related processes of face-to-face courses unless otherwise approved for a lesser minimum by the Supervising Administrator.
 6. An online section will have the same maximum number of enrolled students as an equivalent face-to-face course, unless otherwise agreed to by the faculty member.
- F. Live Online Courses: A Live Online course is a campus-designated course taught remotely. Class sessions are conducted synchronously at a scheduled day and time throughout the term. Such a course is governed by the Online Quality Standards. The Chief Academic Officer must approve the use of this modality.
- G. 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 evaluations provided by 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 teaching hours and onsite clinical worksite supervision, the portion of the course devoted to teaching hours will receive contact hour points, and the administration of preceptorships will receive Faculty of Record hours as defined in the Value by Major Function subsection.
- H. 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.
- I. Ensemble Music Course: A student-performance-based music course in which multiple students are instructed within a classroom or rehearsal environment.

- 1551 J. Workshop Course: A workshop course involves performance or practice taking place in a
1552 workshop, theatre, or studio environment.
- 1553 K. Directed Study Course: A directed study course is one that has a College course prefix and
1554 number, utilizes a delivery method designed for one-on-one instruction, is an Eastern
1555 Florida established course, and complies with that course's approved description and
1556 objectives.
- 1557 L. CTC: Career credit is the type of credit assigned to courses or course equivalent learning that
1558 is part of an organized and specified program leading to a career certificate. It applies to
1559 postsecondary adult career courses. One (1) career credit is based on the learning expected
1560 from the equivalent of thirty (30) hours of instruction.
- 1561 M. Combination: A course that combines lecture with either a laboratory or clinical activities
1562 section. Commonly denoted with a "C" designator.
- 1563 N. Pilot Courses: A one- to two-semester course experiment that allows for different
1564 instructional methodologies, modalities, competencies, textbooks, or software to be tested.
1565 A pilot course must have a specific, measurable objective and end date. If a pilot course
1566 tests new or different competencies, the pilot course must be approved by the appropriate
1567 discipline and Academic Discipline Group. Faculty participation in pilot courses is voluntary.
- 1568 O. Stacked Sections: Two separately enrolled sections of the same course, taught by the same
1569 faculty member, meeting at the same time, on the same day(s), in the same physical
1570 classroom, with unified instructional delivery. Assignment of a Stacked Section shall require
1571 the consent of the faculty member. This modality will be used only when staffing is
1572 insufficient to offer additional classes after the schedule has been published.
- 1573 1. For purposes of this section, "same course" means the sections must have:
- 1574 a. The same course prefix and number.
- 1575 b. The same credit hours.
- 1576 c. The same catalog description.
- 1577 d. The same student learning outcomes.
- 1578 e. The same required educational materials.
- 1579 2. Each section must maintain a separate CRN, roster, and grading record.
- 1580 3. Stacked Sections Limitations:
- 1581 a. Shall not include Honors-designated sections.

- 1582 b. Shall not include Developmental Education courses.
- 1583 c. Shall not include Hybrid or Online courses.
- 1584 d. Shall not include laboratory courses, performance-based courses, or courses
- 1585 assigned variable contact hour values.
- 1586 e. Shall not combine sections assigned to different campuses or locations.
- 1587 f. Shall not be used to exceed enrollment caps established in the Course
- 1588 Enrollment Maximums subsection.

1589 **8.10—Value by Major Function**

- 1590 A. Point values for each course shall be maintained in an electronic repository in the MyEFSC
- 1591 Document Center.
- 1592 B. Calculation of load points will be completed as follows using the contact hours as stated on
- 1593 the official course plan:

1594 CONTACT HOURS ÷ 16 × 10 = points (16 denotes the length of all semesters,

1595 regardless of actual length)

- 1596 1. Lecture, Laboratory, Clinical, Online, Ensemble Music: One (1) lecture contact hour
- 1597 per week [credit hour] = ten (10) points.

1598 **EXAMPLES:**

1599 48 Contact Hours ÷ 16 Weeks × 10 Points = 30 Load Points

1600 80 Contact Hours ÷ 16 Weeks × 10 Points = 50 Load Points

- 1601 2. Faculty of Record: One (1) faculty-of-record course credit hour = eight (8)
- 1602 points. However, the maximum number of points awarded for a faculty-of-record
- 1603 course will not exceed forty (40) points per course.
- 1604 3. Applied Music: An applied music instruction course taught by a full-time faculty
- 1605 member will be compensated at the rate of 5 load points for each half hour of
- 1606 applied music instruction, not to exceed 40 points per term. (These courses will be
- 1607 directly related to the number of enrolled students; calculation will be performed
- 1608 on a course-by-course basis).
- 1609 4. Workshop Course: One (1) workshop contact hour per week = eight (8) points.

1610 5. Directed Study Course: For directed study assignments, a faculty member shall
1611 receive the equivalent of one point per credit hour per student up to a maximum of
1612 one less than the minimum number of required enrolled students for the course as
1613 listed in the Course Enrollment Minimums section.

1614 **EXAMPLE:**
1615 A three (3) credit course with five (5) students is $1 \text{ point} \times 3 \times 5 = 15 \text{ points}$

1616 6. CTC: One (1) lecture or laboratory contact hour per week = ten (10) points.

1617 **EXAMPLE:**
1618 STS 0003 Introduction to Surgical Tech = 226 hours
1619 $226 \div 16 \times 10 = 141.25 \text{ Load Points}$

1620 7. Combination: If a course combines a lecture and laboratory section or a course
1621 combines a lecture and clinical section, points will be awarded on combined contact
1622 hours.

1623 **EXAMPLE:**
1624 PMTC 0134 Gas Metal Arc Welding Principles = 90 hours
1625 $90 \div 16 \times 10 = 56.25 \text{ Load Points}$

1626 8.11—Meeting Load Point Obligations

1627 A. Basic Academic-Year Contract Obligations: An instructional faculty member on a Basic
1628 Academic-Year Contract will fulfill their contractual obligation by earning 300 load points or its
1629 equivalent within the academic year. While the expectation is that a faculty member will be
1630 scheduled for 150 load points in each of the Fall and Spring Terms to meet their obligation, the
1631 Administration shall consider a faculty member who has at least 144 load points to have fulfilled
1632 their contractual obligation for the respective term.

- 1633 1. Faculty shall be granted release time as provided in this contract to partially fulfill their
1634 load point obligation up to a maximum of 60 points per major academic term.
- 1635 2. In cases where additional release time is warranted due to extraordinary institutional
1636 needs or responsibilities, the CAO may approve an increase beyond the 60-point cap not
1637 to exceed 90 points per major academic term.

- 1638 3. The use of banked points as release time is excluded in the calculation of the 60 or 90-
1639 point caps above.
- 1640 B. Extended Academic-Year Contract Obligations: An instructional faculty member on an Extended
1641 Year Contract must earn, in addition to Basic Academic-Year Contract Obligations, ten (10)
1642 points per week in the summer term as outlined in the Faculty Contract Length section.
- 1643 C. All faculty members shall be afforded assignments necessary to meet their contractual
1644 obligations. The Supervising Administrator, by mutual agreement with the faculty member, may
1645 elect to average the load points over two or more semesters allowing less than 150 points in
1646 one term provided that the total for the academic year is 300 load points or its equivalent.
- 1647 D. All faculty members may request 60 load points during each of the Fall and Spring terms in any
1648 combination of the following course categories to meet their load point obligation: Honors,
1649 Online, or courses outside of their primary assignment, subject to the following conditions:
- 1650 1. Faculty members must meet the necessary qualifications to teach Online or Honors
1651 courses.
- 1652 2. Faculty members must be credentialed to teach any requested courses outside their
1653 primary assignment.
- 1654 3. The Supervising Administrator will try to match the requests as closely as possible,
1655 prioritizing the scheduling needs within the faculty member's primary assignment area
1656 first.
- 1657 E. All faculty members may request and may be assigned, at the discretion of the Supervising
1658 Administrator, more than 60 load points from Honors, Online, or courses outside of their
1659 primary assignment to fulfill their load point obligation.
- 1660 F. Full-time online faculty members may meet their load point obligations using all online courses.

1661 **8.12—Course Enrollment Minimums**

- 1662 A. Enrollment minimums for general education courses will be as follows:
- 1663 1. Honors courses: six (6)
- 1664 2. Developmental Education courses: eight (8)
- 1665 3. All other courses with max enrollment of at least 20: ten (10)

- 1666 B. The decision whether to cancel or run a class below the minimum course enrollments stated
1667 above will be made on the Tuesday before the start of a given part of term by the Chief
1668 Academic Officer.
- 1669 C. Should a course cancellation become necessary, the affected faculty member will have the
1670 option to convert the course into a directed study format.
- 1671 D. Any course minimum may be lowered with permission from the Chief Academic Officer or
1672 their designee to meet specific campus needs or address campus limitations such as room
1673 fire code or other legislative requirements, programmatic or discipline restrictions,
1674 accreditation requirements, safety restrictions, lab or student instructional stations
1675 available, program or discipline enrollment management, etc. A Supervising Administrator
1676 may create standing lower course enrollment minimums based on campus needs or facilities
1677 which may be reviewed, altered, and/or rescinded by the College before any term begins
1678 with written notification to the affected faculty on the Tuesday before the start of a given
1679 part of term.

1680 **8.13—Course Enrollment Maximums**

- 1681 A. The general maximum course enrollment shall be twenty-five (25) enrolled students. Any course
1682 that requires a course enrollment maximum greater than twenty-five (25) will be reviewed by
1683 both faculty and Administration using a mutually agreed upon process to determine the
1684 appropriate maximum with the following exceptions:
- 1685 1. CRW 2001, CRW 2002, ENC 1101, ENC 1102, ENC 2210, SPC 2608 and Foreign Language
1686 courses shall be reviewed when a course enrollment maximum more than twenty-two
1687 (22) is required.
 - 1688 2. Developmental Math courses shall be reviewed when a course enrollment maximum
1689 more than twenty (20) is required.
 - 1690 3. Developmental Reading and Writing courses shall be reviewed when a course
1691 enrollment maximum of more than fifteen (15) is required.
 - 1692 4. Honors courses shall be reviewed when a course enrollment maximum more than
1693 twelve (12) is required.
- 1694 B. Any course maximum may be lowered with permission from the Chief Academic Officer or their
1695 designee to meet specific campus needs or address campus limitations such as room fire code

or other legislative requirements, programmatic or discipline restrictions, accreditation requirements, safety restrictions, lab or student instructional stations available, program or discipline enrollment management, etc. A Supervising Administrator may create standing lower course enrollment maximums based on campus needs or facilities which may be reviewed, altered, and/or rescinded by the College before any term begins with written notification to the affected faculty on the Tuesday before the start of a given part of term.

8.14—Reassignments for Canceled Courses

In the event of course cancelations, the Administration will prioritize course reassignments to minimize disruption to full-time faculty schedules and ensure the fulfillment of their load point obligation. Course reassignments will be conducted fairly and equitably, with priority given to maintaining full-time faculty members' load point totals.

A. Load points: if a faculty member falls below their load point obligation during the fall or spring term, it is the responsibility of the Administration to bring the faculty member back to 150 total points or its equivalent.

1. A faculty member may be reassigned courses to meet their load point obligation.
2. A faculty member may choose to waive their right to overload points and count any scheduled overload courses or portion thereof towards their load point obligation, irrespective of the course's modality.
3. A faculty member may elect to average their load points over two or more semesters.
4. A faculty member's salary will not be reduced if they are not provided courses to meet their load point obligation.

B. Fall and Spring overload points: if a faculty member falls below 60 overload points during the fall or spring term, it is the responsibility of the Administration to bring the faculty member back to at least 60 overload points, provided there are courses on the schedule for reassignment that are assigned to part-time faculty or full-time faculty beyond 60 overload points.

C. Summer overload points: if a faculty member falls below 120 overload points during the summer term, it is the responsibility of the Administration to bring the faculty member back

- 1725 to 120 overload points, provided there are courses on the schedule for reassignment that
1726 are assigned to part-time faculty or full-time faculty beyond 120 overload points.
1727 D. Canceled additional overload assignments beyond 60 points in the fall term, beyond 60
1728 points in the spring term, and beyond 120 points in the summer term, shall not be replaced.

1729 **8.15—Banking Points**

- 1730 A faculty member on a Basic Academic Year Contract may bank up to 150 points by mutual agreement
1731 with their Supervising Administrator.
- 1732 A. The faculty member must meet their load point obligation within the major semester before
1733 banking any points.
- 1734 B. The faculty member will submit the Banking Points form to their Supervising Administrator
1735 when submitting their Faculty Schedule Request Form.
- 1736 C. The faculty member must defer compensation for banked points until they are used.
- 1737 D. Banked points may not be banked longer than four major academic semesters (Fall, Spring)
1738 or two calendar years. After two years, any unused banked points shall be paid out at the
1739 overload rate no later than the end of the fiscal year in which the banked points expire.
- 1740 E. The faculty member must notify their Supervising Administrator of their intent to use
1741 banked points when submitting their faculty schedule request form.
- 1742 F. The faculty member may choose to use the banked points for the following:
- 1743 1. to subsidize approved leave, such as sabbatical or FMLA, as held in reserve as a
1744 payout; charged leave will be reduced to
- 1745 a. 28 hours per week with the use of 30 banked points
1746 b. 21 hours per week with the use of 60 banked points
1747 c. 14 hours per week with the use of 90 banked points
1748 d. 7 hours per week with the use of 120 banked points
1749 e. 0 hours per week with the use of 150 banked points
- 1750 2. as release time to reduce no more than 60 points of their load point obligations for
1751 a given semester

8.16—Faculty Overloads

A full-time faculty member who satisfies their load point obligation as outlined in the Meeting Load Point Obligations Article may request overload assignments when submitting the FSRF to the Supervising Administrator as outlined in the Scheduling and Advisement Hours Article. The following criteria shall apply to overload assignments:

A. If sections are available and requested:

1. Faculty members rated “Satisfactory” will be granted an overload assignment by the Supervising Administrator prior to granting any instructional assignments to any adjunct faculty as follows:
 - a. Fall: Sixty (60) overload points.
 - b. Spring: Sixty (60) overload points.
 - c. Summer: 120 overload points.
2. Faculty members rated below “Satisfactory” may be permitted to teach an overload assignment. The number of overload points assigned is at the discretion of the Supervising Administrator but should not exceed the point totals above.

B. Course assignments will be fair and equitable and assigned as follows:

1. A full-time faculty member rated “Satisfactory” shall have priority for overload assignments over full-time faculty rated below “Satisfactory” and any adjunct faculty members.
2. A full-time faculty member rated “Satisfactory” shall have priority for overload assignments in their primary assignment area over a full-time faculty member requesting courses outside their primary assignment area and any adjunct faculty members.
3. Once all overload assignments have been made for full-time faculty, any remaining sections will be equitably assigned among full-time faculty requesting additional overload assignments and adjunct faculty.
4. Total overload points requiring approval of the Chief Academic Officer are as follows:
 - a. Fall: more than 180 points.
 - b. Spring: more than 180 points.

c. Summer: more than 240 points.

C. Extended-year contractual faculty members who teach overloads will be compensated at the current overload rate for all such overloads in the term in which they are taught.

D. Librarians will be subject to the same provisions for instructional overload assignments as instructional faculty members. Library faculty members will receive contracts for all teaching overload duties. If assigned overloads, the individual remains responsible for those librarian duties as assigned by the Supervising Administrator.

E. All faculty members will be compensated for overload assignments as provided in the Salaries and Compensation Article.

F. A faculty member may use accrued sick leave for all overload assignments.

G. A summer overload assignment will not generate sick leave except as provided for full-time faculty in the Leave Article.

8.17—Non-Instructional Assignment Agreement

A. Auxiliary Assignment Agreement

1. Under extenuating circumstances, and by mutual agreement with the full-time faculty member, the Administration may initiate a non-instructional assignment for a specified time with a clearly defined purpose and amount/type of compensation. The College will announce via electronic correspondence the opportunity for auxiliary assignments to eligible full-time faculty. The application period for the assignment will remain open for at least one week. Faculty are under no obligation to accept these assignments.

2. Faculty who plan to retire within a major semester will be given an alternative assignment.

B. Release/Reassignment Agreement

1. Under extenuating circumstances, and by mutual agreement with the full-time faculty member, the Administration may initiate release or reassignment for a specified time and a clearly defined purpose. The College will announce via electronic correspondence the opportunity for release/reassignment opportunities to eligible full-time faculty. The application period for the assignment will remain

1811 open for at least one week. Faculty are under no obligation to accept these
1812 assignments.

1813 **8.18—Faculty Members Accepting an Administrative Position**

1814 A tenured faculty member who accepts an administrative position serves in that position at the will of
1815 the College President. Nothing in this Section of this Contract grants any faculty member any rights to,
1816 or to continue in, any administrative position. If the faculty member has return rights to the faculty
1817 under this Section, the faculty member may be returned or may elect to return to faculty status as
1818 hereinafter set forth.

1819 A. Re-entry of Tenured Faculty Currently in an Administrative Position

1820 1. Any tenured faculty member who is offered and accepts an administrative position
1821 will be placed on Administrative Leave, removed from the faculty salary line, and
1822 placed on an administrative salary line. The tenured faculty member will retain the
1823 right to return to a faculty position under this paragraph until June 30 following four
1824 (4) full years on an administrative assignment. If the tenured faculty member who is
1825 on an administrative assignment does not elect to return to faculty status by giving
1826 written notice to the Chief Academic Officer on or before February 15 immediately
1827 preceding the June 30 date set forth above, the faculty member will be determined
1828 to have voluntarily resigned as a faculty member and will therefore forfeit their
1829 tenure (continuing contract) status.

1830 2. Nothing contained in this Agreement grants a right of any future administrative
1831 assignment to any tenured faculty member who chooses to remain in an
1832 administrative position by resigning their faculty position as set forth in paragraph
1833 A. The decision as to whether a tenured faculty member voluntarily returns to
1834 faculty status from an administrative position within the period provided under this
1835 paragraph and thereby retains their continuing contract status is at the sole
1836 discretion of the faculty member.

1837 a. Compensation for any tenured faculty member who returns from
1838 Administrative Leave under Paragraph A above will be paid at the rate listed

1839 on the Board-approved salary schedule which the faculty member would be
1840 receiving had the faculty member not been placed on Administrative Leave.

1841 B. Re-entry of Non-tenured Faculty who Accept an Administrative Position

1842 1. Any non-tenured faculty member who is offered and accepts a full-time
1843 administrative position at the College will be placed on Administrative Leave,
1844 removed from the faculty salary line, and placed on an administrative salary line.
1845 The tenure process shall be suspended for the duration of the Administrative Leave.
1846 The non-tenured faculty member may seek to re-enter the faculty under the
1847 conditions set forth below until June 30 following four (4) full years in an
1848 administrative position. The non-tenured faculty member must give written notice
1849 to the Chief Academic Officer on or before February 15 immediately preceding the
1850 June 30 re-entry date of the desire to return to full-time faculty status. If the non-
1851 tenured faculty member fails to give the written notice of desire to re-enter the
1852 faculty on or before the February 15 deadline, the faculty member will be removed
1853 from eligibility for tenure and will be determined to have voluntarily resigned as a
1854 faculty member.

1855 2. Nothing contained in this Agreement grants any non-tenured faculty member a right
1856 to a future administrative assignment if the non-tenured faculty member does not
1857 return to faculty status under this paragraph, nor the guarantee of the offer of an
1858 annual contract or a continuing contract if the faculty member seeks to return to
1859 faculty status under this Section. The decision as to whether to seek to reenter
1860 faculty within the period provided under this paragraph is within the sole discretion
1861 of the faculty member, except as otherwise limited by this Article.

1862 a. Compensation for non-tenured faculty members re-entering the faculty
1863 under this Section will be at the rate listed on the Board-approved salary
1864 schedule which the faculty would be receiving had the faculty not been
1865 placed on Administrative Leave.

1866 b. For a non-tenured faculty member currently in a full-time administrative
1867 position to return to faculty status, the following conditions must be met:

- 1868 1. A new or vacant tenure track faculty position exists about which
1869 faculty have been properly notified as per the Faculty Rights Article;
1870 and
1871 2. No faculty member in the discipline will be subject to Reduction in
1872 Force (RIF) or awaiting recall as per Layoff and Recall procedures
1873 outlined in this agreement.
- 1874 C. If there is no open new or vacant full-time faculty position for which the faculty member is
1875 qualified, then the faculty member may be awarded a one-year temporary full-time faculty
1876 position, providing that the following conditions are met:
- 1877 1. All credentialing requirements will be satisfied.
1878 2. The transfer will not cause a RIF of any faculty member, nor will any faculty member
1879 be involuntarily reassigned to another discipline.
1880 3. By the end of the temporary full-time appointment, the employee must apply for an
1881 open, advertised faculty position, as per the Faculty Rights Article. In addition, the
1882 individual will be evaluated by the Supervising Administrator. If the employee is
1883 recommended by the screening committee and accepts the position, a regular Basic
1884 Academic-Year faculty contract will be offered. The compensation granted will be in
1885 accordance with the salaries specified in the Salaries and Compensation Article.
- 1886 D. Non-Faculty Re-assignments
- 1887 1. An employee who has never been a faculty member may be given a one-year
1888 temporary full-time faculty position with required advertising, screening, and hiring
1889 procedures waived, providing the following conditions are met:
- 1890 a. A new or vacant tenure track faculty position exists about which faculty
1891 have been properly notified as per the Faculty Rights Article; and
1892 b. No faculty member in the discipline would be laid off or awaiting recall as
1893 per Layoff and Recall procedures outlined in this agreement.
- 1894 2. If there is no open new or vacant full-time faculty position for which the faculty
1895 member is qualified, then the faculty member may be given a one-year temporary
1896 full-time faculty position, with required advertising, screening, and hiring
1897 procedures waived, providing the following conditions are met:

- 1898 a. All credentialing requirements of the State and/or the regional accrediting
1899 agency will be satisfied.
- 1900 b. The transfer will not cause a RIF of any faculty member, nor will any faculty
1901 member be involuntarily reassigned to another discipline.
- 1902 c. By the end of the temporary full-time appointment, the faculty must apply
1903 for an open, advertised faculty position, as per the Faculty Rights Article. In
1904 addition, the individual will be evaluated by the Supervising Administrator.
1905 If the faculty is recommended by the screening committee and accepts the
1906 position, a regular Basic Academic-Year faculty contract will be offered. The
1907 compensation granted will be in accordance with the entry salaries specified
1908 in the Salaries and Compensation Article.

1909 **8.19—Discipline Managers, Program Managers, Performing Arts Coordinator,**
1910 **Program Coordinators, and Clinical Coordinators**

1911 Discipline Manager (DM), Program Manager (PM), Performing Arts Coordinator (PAC), Program
1912 Coordinator (PC), and Clinical Coordinator (CC) positions are selected for a three-year term to
1913 commence at the beginning of the fall semester.

1914 All positions that are vacant or that will become vacant due to the expiration of a three-year term will be
1915 posted internally by the CAO no later than October 15th via College email and will remain open until
1916 5:00 p.m. on October 30th. The CAO will send a collegewide announcement with the Applicants' names
1917 no later than November 1st for faculty feedback, which shall be directed to the Supervising
1918 Administrator responsible for the position. The Supervising Administrator will select the successful
1919 candidate from those who applied. The CAO will send a collegewide announcement of all new and
1920 returning managers and coordinators for the next academic year by the end of the first week of the
1921 Spring term.

1922 The parties agree that DMs, PMs, PACs, PCs, and CCs may serve for no more than two (2) consecutive
1923 terms. If, after two (2) consecutive terms, there are no qualified applicants for the position, the DM, PM,
1924 PAC, PC, or CC may serve additional terms. The Supervising Administrator may remove a DM, PM, PAC,

- 1925 PC, or CC who has had an unsatisfactory DM, PM, PAC, PC, or CC evaluation and has failed to
1926 successfully complete the corrective action plan.
- 1927 If a new position is created, a faculty member is unable to complete their term of duty, or is removed
1928 from the position, the Supervising Administrator may make a temporary appointment for the remainder
1929 of the academic year in which the vacancy occurs. The CAO will post notice of the vacancy internally via
1930 College email, and the regular application process shall be followed during the semester in which the
1931 vacancy occurs. The candidate selected will begin their full three (3) year term the next academic year.
- 1932 The Supervising Administrator will adhere to the recommended Discipline Manager, Program Manager,
1933 Performing Arts Coordinator, Program Coordinator, or Clinical Coordinator Responsibility Checklist
1934 outlined in the Appendices of this agreement.
- 1935 Qualified applicants will be chosen from within the specified division. If no qualified candidates are
1936 available, qualified full-time faculty from other divisions who are credentialed to teach in the
1937 department/division may apply for the position providing they meet the other qualifications for
1938 selection.
- 1939 A. Discipline Manager
- 1940 1. Adheres to the required Discipline Manager Responsibility List listed in the
1941 Appendices.
- 1942 2. Discipline Managers neither have nor may exercise any supervisory responsibilities
1943 involving other full-time faculty.
- 1944 3. Discipline Managers neither have nor may exercise any responsibilities for reviewing
1945 the performance of full-time faculty members.
- 1946 4. Qualifications
- 1947 a. Candidates must be tenured and have five years College-level teaching
1948 experience as of the application date for the position unless no qualified
1949 tenured faculty apply.
- 1950 b. The Supervising Administrator will accept applications for the position from
1951 all interested and qualified full-time faculty members, whose primary
1952 assignment is within the division. In the event that no applicant meets this

1953 requirement, the search may be expanded to any tenured full-time faculty
1954 member who has taught at least four (4) courses within the division over
1955 the previous two (2) years, excepting those who have reached Discipline
1956 Manager term limits.

1957 B. Program Manager

- 1958 1. Duties as defined in the Program Manager Responsibilities Checklist in the
1959 Appendices.
- 1960 2. Program Managers neither have nor may exercise any supervisory responsibilities
1961 over other full-time faculty.
- 1962 3. Program Managers neither have nor may exercise any responsibilities for reviewing
1963 the performance of full-time faculty members.
- 1964 4. Qualifications
- 1965 a. Candidates must be tenured and have five years College-level teaching
1966 experience as of the application date for the position unless no qualified
1967 tenured faculty apply.
- 1968 b. The Supervising Administrator will accept applications for the position from
1969 all qualified full-time faculty members, whose primary assignment is within
1970 the division/program. In the event that no applicant meets this
1971 requirement, the search may be expanded to any tenured full-time faculty
1972 member who has taught at least four (4) courses within the
1973 division/program over the previous two (2) years, including those who have
1974 reached Program Manager term limits.
- 1975 c. In some cases, exceptions to the above criteria shall be made to satisfy
1976 program specific accreditation requirements.

1977 C. Program Coordinator

- 1978 1. Duties as defined in the Program Coordinator Responsibilities Checklist in the
1979 Appendices.
- 1980 2. Neither have nor may exercise any supervisory responsibilities over other full-time
1981 faculty.
- 1982 3. Faculty can only hold one Program Coordinator position at a time.

1983 D. Clinical Coordinator

- 1984 1. Duties as defined in the Clinical Coordinator Responsibilities Checklist in the
1985 Appendices.
1986 2. Neither have nor may exercise any supervisory responsibilities over other full-time
1987 faculty.
1988 3. Faculty can only hold one Clinical Coordinator position at a time.

1989 E. Performing Arts Coordinator

- 1990 1. Duties as defined in the Performing Arts Coordinator Responsibilities Checklist in the
1991 Appendices.
1992 2. Neither have nor may exercise any supervisory responsibilities over other full-time
1993 faculty.
1994 3. Faculty can only hold one Performing Arts Coordinator position at a time.

1995 **8.20—Major Committee Chairs**

1996 Faculty Chairing specific major faculty committees or subcommittees, created by the AC, PDC, TC, or the
1997 College, will be compensated according to the Salary and Compensation Article. Major committees
1998 include: Assessment, Curriculum Review, Faculty Mentoring, and Online Learning. Other
1999 committees/subcommittees may be considered as a major committee by mutual consent. Additional
2000 release time may be awarded for increased workloads with any changes or additions approved by
2001 mutual agreement.

2002 **8.21—Substitute Teaching**

- 2003 A. The Supervising Administrator (SA) shall keep a contact list of credentialed faculty members
2004 who teach in their division who may be available to substitute. When a faculty member has
2005 a planned absence, they shall request the list from the SA and will arrange for a substitute
2006 instructor. For unplanned absences, the faculty member will contact the SA and will work
2007 with the SA to arrange for a substitute instructor. It will be the responsibility of the unit
2008 member to notify the approved substitute instructor(s) and the SA regarding any absences,
2009 whether planned or unplanned, unless circumstances beyond the control of the unit
2010 member prevent such notification. In cases of unplanned absences by a unit member, the
2011 SA may assist with notifying substitute instructor(s).

- 2012 1. Faculty shall submit leave forms for all absences.
- 2013 2. Faculty shall provide the substitute with the course syllabus, daily course calendar,
- 2014 and instructional materials to cover the missed classes unless circumstances beyond
- 2015 the control of the faculty member prevent providing these items.
- 2016 B. Unit members who are asked to serve as substitutes in classes for which they are
- 2017 credentialed will agree to provide such service, provided that no conflict in class schedules
- 2018 occurs as a consequence of the substitution. The parties recognize that, with the SA's
- 2019 approval, special class work may be assigned to students during an instructor's absence, and
- 2020 that in such instances the services of a substitute instructor may not be required. Other
- 2021 credentialed employees of the College may serve as a substitute in extenuating
- 2022 circumstances.
- 2023 C. When an exchange of time is not practical between qualified substitutes, the College will
- 2024 compensate the substitute faculty member for the temporary assignment in accordance
- 2025 with the agreed upon rate as specified in the Salaries and Compensation Article.
- 2026 1. If the faculty member teaches as a substitute in excess of two (2) consecutive weeks
- 2027 during the 16-week term or 12.5% of the course in any shorter term, the
- 2028 Administration will compensate the faculty member at the established instructional
- 2029 overload rate, as provided in the Salaries and Compensation Article.
- 2030 2. If the faculty member is required to substitute for a final exam session, grade the
- 2031 final exams, and input final grades, they will be compensated for each final exam
- 2032 session plus four (4) additional hours per course.
- 2033

8.22—Working Conditions and Environment

A. Healthful Workplace

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

B. Student Behavior

1. The Board and EFSC's Administration will support and assist faculty members in dealing with inappropriate student behavior, including assaults, batteries, and/or threats of bodily harm, but within the parameters of applicable laws and regulations.
2. 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 their person, and/or the threat of bodily harm, while in the performance of College-assigned duties.
3. 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 their College-assigned duties.
4. 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.

8.23—Disruptive Student Behavior

A. Abusive Conduct

1. Behavior is abusive when it creates or can be reasonably expected to create an environment that is intimidating or threatening and/or likely to Interfere with the work or the education of members of the EFSC community. This conduct may involve speech (verbal, written, or electronic), gestures, or physical conduct, and would be directed to an individual or group. The intent is irrelevant if the individual's conduct can be reasonably perceived as intimidating or threatening.

B. Disruptive Behavior

1. Behavior is disruptive when it interferes with or conflicts with an environment that is conducive to learning, civility, academic freedom in the classroom, or at any EFSC sponsored event. Disruptive behavior interferes with instruction or with another students' right to pursue learning, violates College policies, violates local, State or Federal laws, and/or interferes with the smooth operation of the College.

2. Examples of disruptive and abusive behavior may include:

- a. Aggression toward other students or faculty
- b. Threats of violence
- c. Unyielding argument or debate
- d. Yelling inside or outside of the classroom
- e. Untimely talking/laughing/crying
- f. Snoring in class
- g. Engaging in content on electronic devices that others find disruptive
- h. Listening to music at a volume disruptive to others

C. EFSC faculty has the authority to exclude a student from any class session in which that student is being disruptive; however, faculty members do not have the ability to remove a student permanently outside of the withdrawal process. A student can only be removed from a class indefinitely through the disciplinary process as outlined in the Student Disciplinary Procedures section of the College Catalog and Student Handbook. Faculty may wish to consult with their supervisor or other responsible College personnel before initiating the disciplinary process.

8.24—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 their examinations.

8.25—Grading System

Every faculty member will develop and provide notification to their students, through the required syllabus for each course, of the grading system that the faculty member intends to utilize to assess student performance in the course. Grading Systems:

- A. Must be consistent with the existing grading procedures 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 containing the 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 that the faculty member deems warranted must be distributed to the students in writing.
- E. If a faculty member is no longer employed by the College, the discipline or program manager shall be responsible for initiating any grade changes.
- F. Upon the conclusion of a Level Three appeal, as set forth in the Student Academic Dispute Resolution Process Appendix, the Chief Academic Officer of the College shall have the authority to approve any recommended change to a final course grade.
- G. The faculty member must be informed of any grade change.

8.26—Class Observations

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

- A. For evaluation purposes, a faculty member's class will be observed only by the Supervising Administrator, or Dean.
- 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.

- 2117 C. Observations by outside agencies to evaluate student progress for potential employment
2118 require:
- 2119 1. At least two (2) business days' prior notice, unless waived by the faculty member,
2120 and
- 2121 2. Approval of the Supervising Administrator.
- 2122 D. Evaluative observations shall be conducted according to the Faculty Evaluation Article.
- 2123 E. Faculty members teaching online understand that their online Supervising Administrator
2124 may need to enter their online course shell to address technical and compliance issues when
2125 notified of an issue and the faculty member is not available. The Supervising Administrator
2126 will notify the faculty member if there was a need to enter the online classroom and the
2127 purpose thereof.

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. Any faculty member not evaluated under the direction of their Supervising Administrator for an evaluation cycle shall be considered satisfactory.

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. The faculty member will be notified in advance if it is anticipated that an evaluation may lead to a disciplinary issue.

B. The Administration shall not assign the evaluation of faculty members to any faculty member who is a member of the same bargaining unit.

C. Tenured faculty will be evaluated at least every three (3) years. However, an evaluation may be completed more often at the request of the faculty member or following a less than satisfactory evaluation. 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 Appendices. Tenured faculty shall be evaluated according to the following three (3) year evaluation cycle:

1. Year 1: Goal establishment or clarification of goals if set at last evaluation conference.
2. Year 2: Informal follow-up meeting to check progress with goals, courses, areas that Administration can provide additional support/help, etc.
3. Year 3: Formal evaluation with classroom observation.

D. Annual Contract Faculty shall be observed and evaluated every year up to the awarding of tenure. The forms and procedures followed will be those here and in the Appendices.

E. Faculty should provide written professional development goals and assessment of progress towards goals to their Supervising Administrator for each evaluation cycle. The evaluation form shall document the stated goals and they shall be reviewed at the evaluation

conference in year three (3) of the three-year cycle for tenured faculty, or every year for annual contract faculty. Upon request, faculty shall provide a progress report on these goals to their Supervising Administrator.

- F. Formal classroom observations may be completed by the Supervising Administrator (as defined by the Supervising Administrator definition) or Supervising Administrator designee (as defined by the Supervising Administrator Designee definition and the Class Observation subsection of the Faculty Duties and Responsibilities Article).

9.2—Faculty Evaluations

Evaluation Performance Review is to be conducted by the Supervising Administrator, and The Faculty Self-Evaluation Performance Review Process is used for evaluation of instructional faculty and librarians. Faculty evaluations consist of the following:

- A. Pre-Evaluation Conference (optional for tenured faculty).
- B. Formal classroom observation.
- C. A Faculty Self-Evaluation Performance Review (see appropriate Appendix).
- D. Written Evaluation: 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.
- E. Evaluation Conference: Faculty and Supervising Administrator will meet to complete the evaluation form, including a review of previous faculty professional development goals.
- F. Student Course Opinion Surveys.
- G. Pre-Evaluation Conference (optional for tenured faculty): Prior to the first evaluation in their 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 at their pre-evaluation conference by the appropriate Supervising Administrator.
- H. Formal Classroom Observations: The Supervising Administrator or designee per the Intent subsection of the Faculty Evaluation Article, for each full-time faculty member in the department, may conduct one or more classroom visitations each year. The Supervising Administrator for each library 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 must give permission for the Supervising Administrator to have "student level" access to their course(s) upon request for evaluation purposes for a period not to exceed seven calendar days. Faculty who teach both online and face-to-face shall be observed once face-to-face and once online for their evaluation cycle.

I. Faculty Self-Evaluation Performance Review: Faculty will complete the applicable contractual responsibilities outlined in the appropriate Appendix and document this review on the evaluation form.

J. Written Evaluation: The faculty member's Supervising Administrator shall formally evaluate the faculty member's performance using the Faculty Self-Evaluation Performance Review form in the Appendices.

1. Evaluation frequency: Non-tenured faculty will be evaluated once per year until the awarding of tenure and tenured faculty will be evaluated following the Faculty Evaluation Intent subsection.

2. The completed written observation must be returned to faculty member within five (5) weeks of the observation.

3. Supervising Administrators and the faculty member will determine, by mutual agreement, the professional development goals.

4. The overall evaluation process shall result in an evaluation as "Unsatisfactory," "Acceptable but Needs Improvement," or "Satisfactory."

- a. A 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.

- b. 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:

- 2217 1. Notification to the faculty member if deficiencies exist that require
2218 correction.
2219 2. Explanation of any deficiencies as noted and the expected
2220 improvement.
2221 3. Administrative assistance needed to enable improved performance.
2222 4. The time frame established to demonstrate improvements.
- 2223 K. Evaluation Conference: The faculty member's Supervising Administrator will provide the
2224 faculty member with a copy of the completed Faculty Self-Evaluation Performance Review
2225 form after this review conference. The conference will include a discussion about previous
2226 professional development goals, faculty self-assessment, and new goal setting. The Faculty
2227 Self-Evaluation and Performance Review form and any addenda shall be signed by both the
2228 faculty member and the Supervising Administrator. The faculty member's signature shall not
2229 necessarily mean agreement with the evaluation, but awareness of the content of the
2230 Faculty Self-Evaluation Performance Review form.
- 2231 1. Faculty Response: A faculty member who considers the Faculty Self-Evaluation
2232 Performance Review form to be incomplete, inaccurate, unjust, or based on factual
2233 errors shall have the right to respond as appropriate.
- 2234 a. Written Response: The faculty member may attach a written response to
2235 the Faculty Self-Evaluation Performance Review form within eight (8)
2236 business days of the Evaluation Conference. The faculty member's
2237 Supervising Administrator shall sign the faculty member's written response
2238 to his Faculty Self-Evaluation Performance Review form, which shall indicate
2239 awareness of the contents of the faculty member's written response. The
2240 Administration shall take no action against a faculty member for including a
2241 written response to the evaluation or filing a grievance or complaint of a
2242 contract violation in the evaluation process.
- 2243 b. Appeal of an Evaluation: A faculty member who receives less than a
2244 "Satisfactory" evaluation and disagrees with the factual contents of the
2245 Faculty Self-Evaluation Performance Review form, or, who claims the
2246 Administrator failed to follow evaluation procedures, shall have the right to
2247 file a grievance as outlined in the Grievance and Arbitration Article of this

2248 Agreement. If the grievance relates to the factual content of the evaluation,
2249 the Administration shall demonstrate that the factual content of the
2250 evaluation is correct. Such a grievance shall not be arbitrable.

2251 L. Student Course Opinion Surveys (SCOS): An online tool for students to provide anonymous
2252 feedback at the end of a course about their instructors, course content, and overall course
2253 experience, found in the Appendices.

- 2254 1. Shall be open for voluntary student submission at least five (5) days after the
2255 withdraw deadline for the term and available in all sections.
- 2256 2. Students will be provided with a secure Web-based interface to complete surveys
2257 anonymously and without replication.
- 2258 3. Only currently registered students in the course section will have access to the
2259 survey.
- 2260 4. Faculty will have access to a report summarizing student responses and feedback for
2261 their course section(s) no later than one week after the due date for final grade
2262 submission.
- 2263 5. Faculty will utilize the report to identify possible improvements in their performance
2264 and their course(s).
- 2265 6. If any survey is discussed at the Evaluation Conference, it shall not be formally
2266 recorded and shall not be the sole basis for a less than "Satisfactory" rating.
- 2267 7. No surveys will be filed in the faculty member's personnel file.

2268 **9.3—Evaluation of Discipline Managers, Program Managers, Program** 2269 **Coordinators, Clinical Coordinators, and College-wide and Campus-** 2270 **based Coordinators**

2271 A. Discipline Managers, Program Managers, Program Coordinators, Clinical Coordinators, and
2272 College-wide and Campus-based Coordinators shall be evaluated by the Supervising
2273 Administrator during the spring term each year of the term of service. The purpose of the
2274 evaluation is to strengthen the discipline or program, assess performance, and suggest new
2275 strategies for discipline or program development.

- 2276 1. Supervising Administrator evaluations will be based on performance of duties, goal
2277 achievement, and participation in department, campus, or division meetings.
2278 B. These positions shall be evaluated by the faculty in the division the manager, or coordinator
2279 oversees.
2280 1. The faculty will use the appropriate Faculty Peer Review Form from the Appendices,
2281 and will be focused on teamwork and collegiality.
2282 2. In those programs that have only one faculty member, the other Chairs and/or
2283 managers under the Supervising Administrator may perform the faculty evaluation
2284 portion using the same Faculty Peer Review Form from the Appendices.

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 Professional Development Council approved programs, seminars, and courses that may earn graduate credit or institutional credit during 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. 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.

10.3—Maintenance of Continuing Contract (MCC)

- A. Tenured faculty will use a three (3) year faculty professional development cycle referred to as MCC that will run parallel to their evaluation cycle. In each three-year MCC cycle, faculty:
 1. Must earn a minimum of three (3) points with the points coming from two or more categories as indicated in the Faculty Professional Development and Advancement by Classification Appendix. These categories are recommendations and not all inclusive.
 2. Must collaborate with their Supervising Administrator to create a Professional Development Plan for meeting MCC requirements as a part of their Faculty Evaluation.
 - a. Faculty will electronically submit their activities and corresponding documentation via the Faculty Professional Development System found under the EFSC Employee Applications section of MyEFSC, no later than June 10 of the third year of the cycle, to allow for any necessary corrections.

- 2312 b. The Supervising Administrator will review and either approve or return these
2313 activities for correction within fourteen (14) days of submission. Submissions
2314 not denied or returned for corrections by the Supervising Administrator within
2315 fourteen (14) days of submission shall be deemed approved. This fourteen (14)
2316 day window will pause if the Supervising Administrator is out on approved leave
2317 and will resume when they return from leave.
- 2318 c. Activities toward MCC that are returned for correction:
- 2319 1. In addition to the automatic email, the Supervising Administrator will
2320 concurrently notify the faculty member via email of what must be
2321 corrected.
- 2322 2. The faculty member must resubmit the required correction(s) no later
2323 than June 29th of year three of the cycle.
- 2324 3. No corrections to submissions will be permitted after June 29th of
2325 year three of the cycle.
- 2326 d. Activities that qualify for funding under other College programs (such as tuition
2327 reimbursement or sabbatical) may be used for credit.
- 2328 e. MCC requirements must be satisfied by the end of the identified evaluation
2329 cycle.
- 2330 3. Faculty members who do not meet the minimum point requirement during their
2331 development cycle may be returned to annual contract.
- 2332 a. A tenured faculty member who is returned to annual contract must reapply for
2333 tenure after one year on annual contract, provided they were rated Satisfactory
2334 or Acceptable but Needs Improvement on their most recent evaluation as that
2335 evaluation represents three (3) years of satisfactory service.
- 2336 b. If the most recent evaluation was rated Unsatisfactory, the faculty member
2337 must complete the entire 5- to 7-year tenure process to reapply for tenure.
- 2338 c. The College shall notify the Union and Tenure Council Chair of any faculty
2339 member who is returned to annual contract.
- 2340 B. May complete additional professional development points for the Faculty Development
2341 Incentive Program (FDIP).

1. Faculty may apply no more than two (2) professional development points per fiscal year towards the FDIP. Activities must be dated from June 11th to June 10th.
2. Every four (4) points earned that are not used to meet MCC requirements will increase the faculty member's base salary as indicated in the Salary and Compensation Article.
3. Faculty may earn points for MCC and FDIP at the same time, though they cannot use the same activity for both MCC and FDIP.
4. Faculty will electronically submit their activities and corresponding documentation through the Faculty Professional Development System found under the EFSC Employee Applications section of MyEFSC, no later than June 10th, to allow for any necessary corrections.
5. The Supervising Administrator will review and either approve or return these activities for correction within fourteen (14) days of submission.
6. Submissions not denied or returned for corrections by the Supervising Administrator within fourteen (14) days of submission shall be deemed approved. This fourteen (14) day window will pause if the Supervising Administrator is out on approved leave and will resume when they return from leave.
 - a. Activities toward FDIP that are returned for correction:
 1. In addition to the automatic email, the Supervising Administrator will concurrently notify the faculty member via email of what must be corrected.
 2. The faculty member must resubmit the required correction(s) no later than June 29th of the fiscal year.
 3. No corrections to submissions will be permitted after June 29th of the fiscal year.

10.4—Non-Tenured Faculty Professional 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 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

- 2372 provide the academic information covered at the orientation, and the faculty member must
2373 reschedule the human resources portion of the orientation.
- 2374 B. New faculty members on an annual contract must complete the Faculty Mentoring Program
2375 (FMP) prior to the awarding of tenure. The Supervising Administrator will ensure that the
2376 completion is reflected on the faculty member's training record prior to the end of the
2377 faculty member's third year of employment.
- 2378 C. May complete additional professional development points for the Faculty Development
2379 Incentive Program (FDIP).
- 2380 1. Faculty may apply no more than two (2) professional development points per fiscal
2381 year towards the FDIP. Activities must be dated from June 11th to June 10th.
- 2382 2. Every four (4) points earned that are not used to meet tenure requirements will
2383 increase the faculty member's base salary as indicated in the Salary and
2384 Compensation Article.
- 2385 3. Faculty may earn points for tenure and FDIP at the same time, though they cannot
2386 use the same activity for both tenure and FDIP. For example, the Faculty Mentoring
2387 Program cannot be used for points toward FDIP as it is a requirement for tenure.
- 2388 4. Faculty will electronically submit their activities along with documentation through
2389 the Faculty Professional Development System found under the EFSC Employee
2390 Applications section of MyEFSC, no later than June 10th, to allow for any necessary
2391 corrections.
- 2392 5. The Supervising Administrator will review and approve these activities or return
2393 them for correction within fourteen (14) days of submission.
- 2394 6. Submissions not denied or returned for corrections by the Supervising Administrator
2395 within fourteen (14) days of submission shall be deemed approved. This fourteen
2396 (14) day window will pause if the Supervising Administrator is out on approved
2397 leave and will resume when they return from leave.
- 2398 a. Activities toward FDIP that are returned for correction:
- 2399 1. In addition to the automatic email, the Supervising Administrator
2400 will concurrently notify the faculty member via email of what must
2401 be corrected.

2. The faculty member must resubmit the required correction(s) no later than June 29th of the fiscal year.
3. No corrections to submissions will be permitted after June 29th of the fiscal year.

10.5—Promotion in Pay Grade

- A. The highest degree earned from a regionally accredited or other Council for Higher Education Accreditation (CHEA)-recognized 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 and promotion in pay grade (pursuant to the Salaries and Compensation 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. Faculty members who meet the minimum qualifications approved by the College and the criteria that follow shall be promoted to a higher pay grade. 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 or other CHEA-recognized institution.
 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 that enhance classroom instruction or an additional discipline essential to the College.
 3. For a librarian faculty member, the credits must be directly related to the faculty member's field, in education, or an additional discipline essential to the College.
- 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 their field or in those areas directly related to or which directly enhance classroom instruction. A Master's + 30 pay grade will also be

- 2432 awarded to a faculty member who has earned a Master’s degree consisting of at least sixty
2433 (60) semester credit hours.
- 2434 E. Master’s + 60 Graduate Credits—A Master’s + 60 pay grade will be awarded to a faculty
2435 member who has earned a Master’s degree consisting of at least sixty (60) semester credit
2436 hours and at least thirty (30) semester hours of additional upper division or graduate credits
2437 in their field or in those areas directly related to or that enhance classroom instruction.
- 2438 F. To be eligible for a promotion in pay grade, a faculty member must have earned a
2439 “Satisfactory” on their most recent evaluation.
- 2440 1. The faculty member’s performance will be considered “Satisfactory” for any
2441 evaluation period if the Supervising Administrator elects not to evaluate a faculty
2442 member as required by this Contract.
- 2443 G. Promotion to a higher pay grade shall be effective at the beginning of the next major
2444 academic term after that in which the faculty member submitted a completed application
2445 found under the EFSC Employee Applications section of MyEFSC with appropriate
2446 documentation of the credits earned.
- 2447 H. Compensation for promotion in pay grade is detailed in the Salaries and Compensation
2448 Article.

2449 **10.6—Expenditure of Funds**

- 2450 Activities which qualify for funding under other College programs (tuition reimbursement, extended
2451 professional leave, etc.) may be used for credit, provided that advance approval is secured.

ARTICLE 11: TENURE

11.1—Continuing Contract

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

1. Full-time faculty members shall be eligible for consideration for continuing contract if they have completed four (4) to six (6) years of service with a rating of Satisfactory or Acceptable but Needs Improvement at Eastern Florida State College during a period not in excess of seven (7) years and meet the requirements listed in this Article. Tenure shall not be conferred before the end of a faculty member's fifth (5th) year in accordance with State statute.

- a. Eligible faculty are required to apply for tenure unless they are on approved leave. If the faculty member is on approved leave prior to being awarded tenure, they shall be granted an equivalent amount of time upon return to complete the tenure application process.

- b. Years of service shall be counted starting from the beginning of their first Fall Term.

- c. Temporary full-time faculty may count all years of temporary full-time service, from the beginning of their first Fall Term, towards the years of service requirement.

B. All continuing contracts issued shall be based upon the following:

1. Satisfaction of requirements and provisions imposed by applicable Florida law or regulation.

2. Supervising Administrator verification of:

- a. Satisfactory rating for at least two (2) of the last three (3) years with no Unsatisfactory ratings as defined in the Faculty Evaluation Article.

1. Any non-tenured faculty member not evaluated under the direction of their Supervising Administrator during the academic year shall be considered satisfactory for that academic year.

- b. Continuing need for the position as indicated in Section 3 of the Electronic Tenure Portfolio.

- 2481 3. Completion of the Electronic Tenure Portfolio found under the employee
2482 applications section of MyEFSC. The portfolio shall include the following:
- 2483 a. For faculty hired prior to the 2024-2025 academic year:
- 2484 1. Completion of the Faculty Mentoring Program
- 2485 2. Two (2) professional development activities (or successful
2486 completion of three (3) graduate semester hours from a regionally
2487 accredited institution)
- 2488 3. One (1) activity from the Commitment to the College category
- 2489 4. One (1) activity from the Commitment to the Profession category
- 2490 b. For faculty hired for the 2024-2025 academic year and beyond:
- 2491 1. Completion of the Faculty Mentoring Program
- 2492 2. Completion of Portfolio 101
- 2493 3. Any combination of three (3) professional development points, as
2494 defined in the Faculty Professional Development and Advancement
2495 by Classification Appendix, coming from the two categories:
2496 Commitment to the College and Commitment to the Profession.
- 2497 4. Recommended for tenure from both the Discipline/Program Tenure Committee
2498 (DPTC) and the Tenure Council (TC).
- 2499 5. Recommended for tenure by the College President.
- 2500 6. Granted tenure by the Board of Trustees.
- 2501 C. The following individuals will have read-only access to the electronic tenure portfolio
2502 between January 16th and May 15th: Chief Academic Officer, TC Chair, and DPTC Chair.
- 2503 D. Tenure Timeline: If any due date falls on a Friday or a day that the College is closed, the due
2504 date will be changed to the next day the College is open for regular business.
- 2505 1. A faculty member will be considered for tenure during the Spring Term of their fifth
2506 (5th), sixth (6th), or seventh (7th) year of service to the College.
- 2507 2. By 5 p.m. on May 1st of the faculty member's fourth (4th), fifth (5th), or sixth (6th)
2508 year of service to the College, the faculty member will complete Section 1 of the
2509 Electronic Tenure Portfolio.
- 2510 3. By 5 p.m. on May 15th, human resources will complete verification in Section 2 of
2511 the Electronic Tenure Portfolio.

4. By 5 p.m. on May 30th, the Supervising Administrator will complete Section 3 of the Electronic Tenure Portfolio.
 5. By 5 p.m. on September 15th, the faculty member's DPTC will be formed by TC.
 6. By 5 p.m. on September 30th, the faculty member's DPTC Chair will be named.
 7. By 5 p.m. on December 1st, the faculty member will complete Section 4 of the Electronic Tenure Portfolio.
 8. By 5 p.m. on January 15th, the Supervising Administrator will complete Section 5 of the Electronic Tenure Portfolio.
 9. By 5 p.m. on February 1st, the DPTC must have met and completed Section 6 of the Electronic Tenure Portfolio.
 10. By 5 p.m. on March 15th, the TC must have met and completed Section 7 of the Electronic Tenure Portfolio.
 11. The CAO will complete Section 8 of the Electronic Tenure Portfolio at the direction of the College President.
 12. By 5 p.m. on the Tuesday after final grades are due at the end of the spring semester, the College President or designee shall indicate the approval or disapproval of tenure in Section 9 of the Electronic Tenure Portfolio.
 13. The faculty member will receive an email notification once Section 9 has been completed.
- E. The non-renewal of an annual contract or denial of tenure shall not entitle the faculty member 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. The College President or designee shall provide feedback to the Union and TC Chair in Section 9 of the tenure portfolio for:
1. Faculty recommended for tenure by the TC but not granted tenure.
 2. Faculty not recommended for tenure by the TC but granted tenure.

11.2—Discipline/Program Tenure Committee (DPTC) Responsibilities

- A. The DPTC shall operate as described in the TC Handbook, and all members must be present for any action to be taken.

- B. Relatives of tenure applicants are prohibited from sitting on the DPTC for any reason.
- C. The DPTC shall be comprised of an odd number of tenured faculty members, including the candidate's DM or PM, and at least two (2) full-time tenured faculty members from the discipline of the tenure candidate, or a closely related discipline when adequate numbers of faculty are not available. A tenure candidate may select one member of the committee. The committee shall select its Chairperson.
 - 1. A Librarian candidate's DPTC will be comprised of the other Librarians at the College or a closely related discipline when adequate numbers of Librarians are not available.
- D. When more than one faculty member is eligible for tenure within a Discipline or Program, each candidate shall have a separate DPTC. However, tenure candidates may have the same DPTC, provided that the committee is formed according to the rules outlined above.
- E. Tenure candidates are responsible for notifying the College of any conflict of interest.
- F. The DPTC Chair will be responsible for scheduling the committee to meet and review the candidate's Electronic Tenure Portfolio.
- G. After the review of the Electronic Tenure Portfolio, the DPTC shall either Recommend or Do Not Recommend the award of tenure. Any candidate with more than one vote of Do Not Recommend shall be considered not recommended for tenure by the DPTC. The Chairperson of the DPTC will input the committee's recommendation in Section 6 of the candidate's Electronic Tenure Portfolio.
 - 1. The DPTC will be allowed to interview/speak to the tenure candidate before a recommendation is made to clarify any questions regarding the candidate's Electronic Tenure Portfolio.
 - 2. Once a recommendation is made, the committee will not discuss the results of the vote.

11.3—Tenure Council (TC) Responsibilities

- A. The TC will review all tenure recommendations:
 - 1. To ensure that process and procedures have been followed.
 - 2. If it is determined that process and procedures have not been followed, or if the TC and the DPTC have differing recommendations, the TC Chair shall contact the DPTC

2572 Chair to attempt to resolve any differences per the TC handbook, though the TC
2573 cannot force a DPTC to change their recommendation.

2574 B. The TC Chair will notify the Chief Academic Officer of any candidate who has received
2575 favorable recommendations from both the DPTC and the TC recommending the candidate
2576 for tenure by completing Section 7 of the Electronic Tenure Portfolio.

2577 C. The TC Chair will notify the Chief Academic Officer of any candidate who has not received
2578 favorable recommendations from either the DPTC, the TC, or both and the corresponding
2579 justification for not recommending the candidate for tenure by completing Section 7 of the
2580 Electronic Tenure Portfolio.

2581 **11.4—Maintenance of Continuing Contract (MCC)**

2582 A. The maintenance of continuing contract period is a three (3) year period as provided in the
2583 Professional Development Article.

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 these criteria or a faculty member who fails to return to the assigned workplace in a timely fashion will forfeit compensation for the time away from duty and may be subject to disciplinary action pursuant to the Disciplinary Actions and Procedures Article.

B. Types of Leave

1. Administrative Leave: for faculty, with no change in contract status, temporarily serving in an administrative role.
2. Childbirth/Adoption of Infant Leave: faculty may make use of accumulated sick leave, banked load points, personal leave, or personal leave without pay.
3. Court Duty/Jury Duty: jury duty or subpoenaed as a witness.
4. Domestic Violence Leave: for faculty or immediate family member when a victim of domestic violence.
5. Emergency Leave: for civil or natural disasters or for National or State mourning.
6. 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. Faculty may use banked load points to offset lost wages.
7. Line-of-Duty Leave: off-site duty assignment.
8. Military Leave: for mandatory military, National Guard, or reserve duty. Must provide a copy of orders to HR.
9. Personal Leave: four days a year with pay and up to 90 days a year without pay.
10. Professional Leave: with or without pay, for personal educational goals.
11. Extended Professional Leave: with pay, with educational benefits accruing to the College.
12. Sick Leave: covers faculty (and family) sickness and emergencies.
13. Personal Leave: for 12-month faculty.
14. 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 the Disciplinary Actions and Procedures Article.

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.

E. Short-Term Online Faculty Assignment

1. Any faculty member, based on extenuating circumstances, may request a Short-Term Online Faculty Assignment to meet their load point obligations using all online courses, provided that the course is available/acceptable for online delivery, they are not displacing other full-time faculty assignments, and they have been previously trained for online or hybrid delivery. The request will be reviewed with the faculty member by their Supervising Administrator and the EF Online Supervising Administrator. The faculty member's Supervising Administrator will provide the faculty member with a written response of approval or denial.

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 the Faculty Duties and Responsibilities Article.

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 the Family Medical Leave subsection below.

B. The faculty is authorized to use accumulated sick leave, banked load points, 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 the Sick Leave subsection.

D. Request for childbirth/adoption leave should be submitted to their Supervising Administrator thirty (30) calendar days before the expected start of the leave, but in any event shall be submitted as early as practical. 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. Professional 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

2668 violence, sexual assault, or stalking. Before receiving this leave, all annual personal leave
2669 and sick leave must be exhausted.

2670 B. Domestic violence leave may be used to:

- 2671 1. Seek an injunction for protection against domestic violence or an injunction for
2672 protection in case of repeat violence, dating violence, or sexual violence.
- 2673 2. Obtain medical care or mental health counseling, or both, for the faculty or a family
2674 or household member to address physical or psychological injuries resulting from
2675 the act of domestic violence.
- 2676 3. Obtain services from a victim-services organization, including, but not limited to, a
2677 domestic violence shelter or program or a rape crisis center as a result of the act of
2678 domestic violence.
- 2679 4. Make faculty's home secure from the perpetrator of the domestic violence or to
2680 seek new housing to escape the perpetrator.
- 2681 5. Seek legal assistance in addressing issues arising from the act of domestic violence
2682 or to attend and prepare for court-related proceedings arising from the act of
2683 domestic violence.

2684 C. "Family or household member" means spouses, former spouses, persons related by blood
2685 or marriage, persons who are presently residing together as if a family or who have resided
2686 together in the past as if a family, and persons who are parents of a child in common
2687 regardless of whether they have been married. With the exception of persons who have a
2688 child in common, the family or household members must be currently residing in or have in
2689 the past resided in the same single dwelling unit.

2690 D. Except in cases of imminent danger to the health or safety of the faculty member or family
2691 or household member, the faculty member should give as much advance notice as is
2692 possible, no later than the end of the first day that the faculty member takes such leave.

2693 E. All requests and documentation relating to domestic violence leave will be kept confidential
2694 and will not be included in the faculty member's personnel file. The faculty member should
2695 contact the Human Resources Office for guidance and provide verification documentation
2696 which may include copies of restraining orders, police reports, orders to appear in court,
2697 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 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. Faculty members on FMLA leave may not teach online or receive stipends for work not already completed. Faculty may use previously banked load points while on FMLA leave.

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 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 at least two weeks prior to the beginning of the semester, barring extenuating circumstances, from the appropriate

Supervising Administrator for a maximum of 90 days of personal leave without pay for the purposes of:

1. personal development
2. improving work skills
3. emergency situations
4. 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 their 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 thirty (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. Sabbatical Leave

1. General Guidelines: Sabbatical 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. Sabbatical 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 that will result in a benefit to the faculty member, and incidentally, to the institution.
2. Justification for Sabbatical leave should be included on the supporting leave request form.
3. Appropriate activities for Sabbatical leave might include:
 - a. Graduate study in field of specialty.
 - b. Attendance at workshops or seminars in specialty field.
 - c. Study to expand scope of professional areas.

- 2781 d. Other professionally enriching experiences.
- 2782 4. When a faculty member is granted Sabbatical leave for up to one (1) year, the
- 2783 faculty member shall be returned to their same position on the same campus or
- 2784 division.
- 2785 5. The College President or designee may establish procedures for Sabbatical leave.
- 2786 B. Short-Term Professional Leave with Pay: Short-term professional leave with pay may be
- 2787 granted to faculty when such leave will enhance their educational effectiveness, improve
- 2788 College programs, or generally support the best interest of the College. Types of learning
- 2789 experiences that may be considered for approval under this program include attending
- 2790 Colleges, universities, private and industry-related technological schools; participating in
- 2791 "on-the-job" training opportunities in government agencies or industry; or other academic
- 2792 research, course development, and publications. Funding will be for salary only.
- 2793 C. Extended Professional Leave with Pay: Extended professional leave with pay may be granted
- 2794 to a faculty member when such leave will enhance the faculty member's educational
- 2795 effectiveness, improve College programs, or generally support the best interest of the
- 2796 College or its educational programs.
- 2797 1. Eligibility: Faculty with three continuous years of satisfactory, full-time service at the
- 2798 College are eligible for extended professional leave for a fall and/or spring term, for
- 2799 one year, or for up to two summer terms.
- 2800 D. Institutional Commitment: Faculty who are granted professional leave with pay will be
- 2801 required to sign the Extended Professional Leave with Pay Agreement Form committing
- 2802 service to the College in a faculty or administrative position immediately following the end
- 2803 of the leave and for a length of term equal to the leave granted, and stipulating that failure
- 2804 to honor the service commitment will result in the faculty member's liability to the College
- 2805 for the total (or a proportional) amount (salary and benefits cost) of the grant.
- 2806 E. Reimbursement Computation: All forms of leave with pay may be granted for up to one year
- 2807 at not more than 66.6% of full pay, or for one semester or up to two summer terms at full
- 2808 pay. The Office of Human Resources will compute the amount of salary to be paid to any
- 2809 grantee. Faculty may use previously banked load points to offset any difference in pay.

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 the Terminal Pay subsection below.
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.

2837 The College President or designee shall establish policies and/or procedures for vacation leave which
2838 shall be the same for faculty as for other employees.

2839 **12.15—Workers' Compensation Leave**

2840 A. Eligibility: All College faculty are entitled to compensation for occupationally incurred
2841 illnesses and injuries. Each faculty is entitled to a maximum of 12 days of workers'
2842 compensation leave at full pay per calendar year when an injury or illness is due to a job-
2843 related activity. These leave days are non-cumulative and will be granted at full pay,
2844 provided that:

- 2845 1. The Office of Human Resources is notified of the situation within two business days
2846 after the injury or illness is sustained.
- 2847 2. A "First Report of Injury" form (including a physician's statement describing the
2848 impact of the injury on the faculty member's ability to work) is submitted to the
2849 Office of Human Resources within two business days after the beginning of the
2850 impairment.

2851 B. The College President or designee shall establish policies and/or procedures for worker's
2852 compensation which shall be the same for faculty as for other employees.

2853 **12.16—Terminal Pay**

2854 A. Terminal payment of unused sick leave will be paid to unit members or their beneficiaries
2855 who meet any of the following criteria:

- 2856 1. Become deceased while a full-time faculty of Eastern Florida State College.
- 2857 2. Be on continuing contract and released per the Grievance and Arbitration Article.
- 2858 3. Be employed full-time at Eastern Florida State College for at least 6 years, and
2859 officially complete the Florida Retirement System (FRS) requirements for
2860 retirement.

2861

- 2862 B. Terminal pay will be calculated by multiplying the daily rate of the then-current base
 2863 contract times the number of days (8 hours = 1 day) of accumulated unused sick leave times
 2864 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+	Same as 30 years of service, up to a maximum accumulation of 100%

- 2865 Years of service include combined years served at the Florida District School Boards, the Florida State
 2866 College System, the Florida State University System, or the Florida Department of Education. The
 2867 employee is responsible for providing documentation of eligible service outside of Eastern Florida State
 2868 College. If a unit member receives terminal pay benefits based on unused sick leave as specified in this
 2869 Article, all remaining accumulated sick leave shall become invalid.

2870 **12.17—Leave Usage**

- 2871 For leave usage faculty will be charged leave as follows:

- 2872 A. Faculty workday: Based solely on the time absent from their officially scheduled
 2873 responsibilities, including teaching hours, advisement hours, and any other scheduled
 2874 faculty obligations.
 2875 B. Administrative day: The total scheduled hours on the official agenda for that day.
 2876 C. Commencement day: Three (3) hours.

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 designee may establish policies and procedures regarding insurance enrollment, dependent coverage, and retiree eligibility.

C. Recognizing the importance of a cooperative effort in the implementation and review of College insurance policies, the College will provide UFF with any health benefits information, including financial documents, the College receives or creates within five (5) business days of receipt or creation.

D. The College also agrees to provide access to various other insurance 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 and notify the appropriate Supervising Administrator. 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 or Social Security website.

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 the Document Center within MyEFSC.

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

13.5—Tuition Reimbursement Program

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

2930 **13.6—Dependent’s Tuition Work Program**

2931 The College shall maintain in effect a Dependent’s Tuition Work Program (DTWP). The College President
2932 or designee may establish policies and procedures for the DTWP.

2933 **13.7—Fee Waivers**

2934 In the event that the College provides for waiver or reduction of tuition and fees for College employees
2935 or their dependents to attend Eastern Florida State College courses, these provisions will apply to unit
2936 members and their dependents on the same basis as other categories of employees.

2937 **13.8—Dependent’s Tuition Program**

2938 The College shall maintain in effect a Dependent’s Tuition Program (DTP). Dependents may qualify for
2939 25% reduction in tuition costs. The College President or designee may establish policies and procedures
2940 for the DTP (307.7 Tuition Assistance for Employee Dependents). The UFF leadership and Administration
2941 will mutually assess participation in the dependent tuition program and initiate further
2942 recommendations.

2943 **13.9—Employee Emergency Assistance Fund**

2944 The College shall maintain in effect the Employee Emergency Assistance Fund (EEAF) available at the
2945 effective date of this agreement. The College President or designee may establish policies and
2946 procedures for the EEAF.

2947 **13.10—Salary Checks**

- 2948 A. All faculty shall receive their annual contract pay in 26 or 27 (depending on the calendar)
2949 equal biweekly installments, beginning with the pay period/pay date immediately following
2950 the last pay period of the previous contract year.
- 2951 B. Absent an emergency, overload compensation for major terms shall be paid beginning no
2952 later than the paycheck for the second full pay period of the Term and will be paid in equal
2953 installments thereafter. Overload compensation for the Summer Term will begin as soon as
2954 reasonably possible and be paid in equal installments of not less than two (2) installments.

- 2955 C. In the event of an error by the College resulting in under-payment to the faculty member of
2956 \$250 or greater, a supplemental check shall be generated and provided to the faculty
2957 member not more than three (3) business days after written notification to Human
2958 Resources.
- 2959 D. In the event of an error resulting in under-payment to the faculty member of less than \$250,
2960 pay shall be corrected no later than the next regular payroll after written notification to
2961 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:

1. For the academic year 2024-2025, the basic year annual salary shall be permanently increased by \$4,000.
2. For the academic year 2025-2026, the basic year annual salary shall be permanently increased by \$1,600.
3. For the academic year 2026-2027, basic academic year annual salary shall be permanently increased by 1% plus \$1,550.

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 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.

14.2—Contract Period

Each contract year, the contract period for faculty will be defined by the start of the academic calendar plus 364 days adjusted to include required 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 below 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 except by mutual consent of UFF-Brevard and the College.

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 below. 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.

BASIC ACADEMIC YEAR CONTRACT STARTING SALARIES (165 DAYS)

Years	< Bachelor's	Bachelor's	Master's	M+30	M+60	Doctoral
0 - 5	- -	51,000	51,500	52,000	52,500	53,000
6 - 12*	50,000	51,500	52,000	52,500	53,000	53,500
13 - 16	51,000	- -	- -	- -	- -	- -

*10 years maximum for masters and above

14.5—Promotion in Pay Grade

Unit members requesting a promotion in pay grade based on an advance in education, as outlined below, shall receive an increase in base salary based on the new educational category, as provided below, no more than once/year. This will be applied to the faculty member's base annual salary prior to the calculation of the daily rate of pay or any applicable Extended-Year Contract. Official transcripts

3012 must be furnished to the Associate Vice President of Human Resources by October 1 of the contract
3013 year. If a unit member has achieved an advance in educational category prior to the start of the contract
3014 year but furnishes the official transcripts after October 1 of the contract year, the appropriate increase
3015 will be applied to the base salary as of the date submitted but will be non-retroactive. The increase shall
3016 be as follows:

- 3017 1. Promotion to Baccalaureate level: \$1,000
- 3018 2. Promotion from Baccalaureate level to Master's level: \$1,250
- 3019 3. Promotion from Master's level to Master's +30 level: \$1,250
- 3020 4. Promotion from Master's +30 level to Master's +60 level: \$1,500
- 3021 5. Promotion from any level to Doctorate level: \$2,000

14.6—Change in Rank

A. Awarding of professional rank shall be based on the following:

INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
All non-tenured, full-time faculty will hold the rank of Instructor	All faculty, automatically upon the 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 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, 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, with 9 years full-time faculty experience at EFSC	

B. To be eligible for a promotion in rank, a faculty member must have earned a "Satisfactory" on their most recent evaluation.

- 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.

C. 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.

D. Faculty will submit the rank change form found under the EFSC Employee Applications section of MyEFSC by October 1st.

E. Rank is awarded once during any academic year by October 31st.

F. Compensation for change in rank is a one-time stipend of \$1000.

14.7—Faculty Development Incentive Program (FDIP)

Faculty may apply no more than two (2) professional development points per fiscal year towards the FDIP.

- A. Tenured Faculty: Every four (4) points earned that are not used to meet MCC requirements will increase the faculty member's base salary by \$1250.
- B. Non-tenured Faculty: Every four (4) points earned that are not used to meet tenure requirements will increase the faculty member's base salary by \$1250.

14.8—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, provided 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: \$76.96
 - 2. Specialist, Master's +30, or Master's +60: \$69.40
 - 3. Master's Degree: \$68.64
 - 4. Baccalaureate Degree or lower: \$61.57
- D. Directed Study Course: For directed study courses, a faculty member shall receive the equivalent of one point per credit hour per student up to a maximum of one less than the minimum number of required enrolled students for courses as listed in the Course Enrollment Minimums Article.

- E. Stacked Sections: A faculty member assigned a Stacked Section shall receive the full load point value for the first section. The faculty member shall receive points for the second section, calculated as follows:

$$\text{Stacked Section Points} = \frac{(\text{Contact hours} \div 16 \times 10) \times \text{Number of Students}}{\text{Enrollment Cap for the Course}}$$

For purposes of the second section:

1. "Contact hours" shall mean the contact hours for the second section, not both sections.
2. "Enrollment Cap" shall mean the maximum enrollment for a single section as defined in the Course Enrollment Maximums Article.
3. Students shall not be shifted from the second section to the first section after the start of the term.
4. Points shall be calculated based on official enrollment as of the last day to add the course, and it is not dependent on the first section's enrollment.

Example: Two (2) 30-point courses are stacked for a faculty member, with 16 students enrolled in the second section, which has a capacity of 25 students.

$$\text{Points} = \frac{30 \times 16}{25} = 19.2$$

- F. Supplemental Instruction-Related Duties: The College President is authorized to employ personnel on appropriate employment contracts in order to perform instruction-related duties. The College will pay the following amounts for the duties indicated below:

1. Faculty chairing a major committee will receive an annual stipend of \$3,000 payable \$1,500 per major semester or thirty (30) points release/reassignment time per major semester.
2. Master course initial development: 30-point stipend at the Doctoral overload rate.
3. Master course level 1 revision: 0.5 points towards MCC or FDIP
4. Master course level 2 revision: 30-point stipend at the Master's overload rate.
5. Co-op Student supervision: \$25.00 per student per semester hour.
6. CAEL (assessment of prior learning): \$31.00 for each course review.
7. Credit by Exam: \$29.00 per student per exam administered.

8. Discipline Manager (DM) compensation: The DM will be scheduled for a 35-hour work week and receive an extended annual contract as provided in the Faculty Duties and Responsibilities Article.
- a. The DM 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 DM and the Supervising Administrator may mutually agree that the DM shall receive 120 points release/reassignment time plus a \$7,500 annual supplement payable \$3,750 per major semester.
 - b. A DM who supervises more than twenty-five (25) adjuncts shall receive an additional \$2,000 annual supplement payable \$1,000 per major semester in which the number of adjuncts exceeds twenty-five (25).
 - c. The DM will receive their daily rate of pay for each extra day worked beyond the number required by their base contract.
 - d. The DM may teach overloads and receive payment for additional supplements subject to their Supervising Administrator's approval.
 - e. The DM is eligible for compensation for developing and/or facilitating a workshop, dependent on available funding.
 - f. Upon approval by the Supervising Administrator, the DM position may be split between two faculty members who:
 - 1. Meet the requirements as outlined for the position.
 - 2. All parties mutually agree upon sharing the DM duties and responsibilities.
 - 3. Provide in writing to the Supervising Administrator an outline of the division of responsibilities at the onset of the term.
9. Program Manager (PM) compensation: The PM will be scheduled for a 35-hour work week and receive an extended annual contract as provided in the Faculty Duties and Responsibilities Article.
- a. The PM 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 PM and the Supervising

- 3121 Administrator may mutually agree that the PM shall receive 120 points
3122 release/reassignment time plus a \$7,500 annual supplement payable \$3,750
3123 per major semester.
- 3124 b. PMs who supervise more than twenty-five (25) adjuncts shall receive an
3125 additional \$2,000 annual supplement payable \$1,000 per major semester in
3126 which the number of adjuncts exceeds twenty-five (25).
- 3127 c. The PM will receive their daily rate of pay for each extra day worked beyond
3128 the number required by their base contract.
- 3129 d. The PM may teach overloads and receive payment for additional
3130 supplements subject to their Supervising Administrator's approval.
- 3131 e. The PM is eligible for compensation for developing and/or facilitating a
3132 workshop, contingent upon available funding.
- 3133 10. Performing Arts Coordinator (PAC), Program Coordinator (PC), or Clinical
3134 Coordinator (CC) compensation: The PC or CC will be scheduled for a 35-hour work
3135 week.
- 3136 a. The PAC, PC, or CC will receive a \$3000 annual supplement payable \$1,500
3137 per major semester or equivalent reassignment as designated in this
3138 document.
- 3139 b. The PAC, PC, or CC may teach overloads and receive payment for additional
3140 supplements subject to their supervisor's approval.
- 3141 c. The PAC, PC, or CC is eligible for compensation for developing and/or
3142 facilitating a workshop, contingent upon available funding.
- 3143 d. PAC positions include but are not limited to the Director of Instrumental
3144 Music, Director of Choral, and Director of Theatre Arts.
- 3145 G. Auxiliary Assignments: A non-instructional assignment for full-time faculty for a specific time
3146 and a clearly defined purpose. In advance of the assignment, the College will define the
3147 assignment (terms, length, scope of work, and amount/type of compensation) and
3148 announce the position via electronic correspondence to all eligible full-time faculty.
- 3149 Any paid leave approved by the College will not be considered a break in service and, therefore, will
3150 have no impact on compensation for Supplemental Instruction-Related Duties.

3151 By mutual agreement between the faculty member and the Supervising Administrator,
3152 release/reassignment time may be granted in lieu of an annual stipend.

3153 **14.9—Grant Awards**

3154 Nothing contained herein shall prevent employees from pursuing and accepting external grant funding.
3155 Grant funded activities will be performed outside of contractual obligations.

3156 **14.10—Professional Learning Activities Funding (PLAF)**

3157 The College and the Union recognize that continuing professional development of individual faculty
3158 serves and strengthens the College, therefore, the College agrees to dedicate \$75,000 to support non-
3159 tuition professional learning activities for individual faculty members.

3160 Faculty requests for PLAF must be approved by PDC before expenses may be reimbursed under this
3161 fund. Funds may not be dispersed from this fund without PDC consent.

3162 The College shall notify the UFF of any unallocated funds by May 1st.

3163 The above individual allotments for non-tuition activities may be supplemented with additional
3164 divisional, department, student activity fees, Foundation or other College funds as available and
3165 appropriate.

3166 When a faculty member is required by the College to attend a workshop, seminar, chaperone club
3167 travel, etc., the College shall be responsible for all approved costs associated with such activities.

3168 **14.11—Salary Inversion**

3169 The parties agree to mutually review and address salary inversion issues among the full-time faculty
3170 members on an annual 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.

- 3199 1. A faculty member selected for release due to reduction in force will be given at least
3200 120 days' notice prior to the effective date of release.
- 3201 2. RIF points will be assigned as follows:
- 3202 a. Holding continuing contract: 3 points total.
- 3203 b. Each year of full-time employment as faculty in the affected academic
3204 discipline or vocational/technical program: ½ point up to a maximum of 10
3205 points.
- 3206 c. Completion of requirements for maintaining continuing contract: 1 point for
3207 each 3-year period.
- 3208 d. Academic preparation:
- | | |
|---|----------|
| 3209 1. Doctorate | 6 points |
| 3210 2. Master's +60 | 5 points |
| 3211 3. Master's +30 or terminal degree | 4 points |
| 3212 4. Master's | 3 points |
| 3213 5. Bachelor's or equivalent | 2 points |
| 3214 6. Less than Bachelor's | 1 point |
- 3215 e. The last two (2) performance evaluations: one (1) point for each satisfactory
3216 evaluation, zero (0) points for each unsatisfactory evaluation.
- 3217 F. This Article is not deemed to be in conflict with applicable laws or regulations.

3218 **15.2—Recall**

3219 Unit members who are released from employment under this Article will for a period of 24 months from
3220 the date of release be granted recall preference for reemployment with the College in lieu of a new hire,
3221 subject to the following conditions:

- 3222 A. Recall consideration will apply to any opening in the academic discipline or
3223 vocational/technical program for which the unit member is credentialed and qualified to
3224 teach.
- 3225 B. The College shall send email notification of all openings to all unit members subject to recall
3226 consideration for a period not less than twenty-four (24) months from the date of layoff.
3227 However, it is the responsibility of the unit member to make timely application for any
3228 position opening and to ensure that the College is made aware of the member's recall
3229 eligibility.

- 3230 C. If more than one unit member applies for an opening recall, consideration will be based on
3231 the RIF points used to make the release, with the member with the highest point total being
3232 given preference for selection. Should the College select a unit member other than the one
3233 with the highest point total, the College will state the reasons for the selection in writing
3234 furnished to the non-selected unit member and UFF-Brevard.
- 3235 D. Unit members who refuse to accept an offer for recall under this section will not be eligible
3236 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, UFF-Brevard 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 found in the Appendices 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 individual grievant. 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 filed in a timely manner 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) upon which the grievant relies. General citations will not satisfy this requirement and the grievant shall not add new citations after the grievance is filed.
 5. A statement of the precise relief sought, which will stand as the outer limit or maximum as to possible relief that can be sought.
- G. Grievances, properly and timely filed, shall be processed in accordance with the following procedure. Time limitations specified herein may be extended by agreement of both parties. A grievance filed on behalf of the Union shall be filed within the twenty-one (21) business days as above but may be filed directly at the Step II level.
1. Step I: Request for Informal Resolution. The parties shall first attempt an informal resolution of grievances.
 - a. An eligible grievant shall notify their Dean in writing, which may be by e-mail, of their grievance and request for an informal resolution. Such notification shall occur within twenty-one (21) business days as set out in

- 3328 the College Calendar of the occurrence of the event or omission giving rise
3329 to the grievance, or within twenty-one (21) business days as set out in the
3330 College Calendar of the date when the grievant knew or, in the exercise of
3331 reasonable diligence, should have become aware of such event or omission,
3332 whichever is later.
- 3333 b. Within ten (10) business days as set out in the College Calendar of the
3334 receipt of the grievance, the Dean shall meet with the grievant in an effort
3335 to resolve the problem.
- 3336 c. The Dean will be allowed ten (10) business days as set out in the College
3337 Calendar following the meeting to respond to the grievance in writing. This
3338 written answer will consist of a notation on the grievance document and/or
3339 a formal statement.
- 3340 2. Step II: Formal Grievance. If the attempt at an informal resolution does not result in
3341 a resolution acceptable to the grievant, the grievant may file the formal grievance
3342 document with the appropriate Dean or Vice President, as applicable, at Step II.
- 3343 a. The document must be filed within ten (10) business days as set out in the
3344 College Calendar of the receipt of the written answer from the immediate
3345 supervisor or within ten (10) business days as set out in the College
3346 Calendar after the expiration of the ten (10) day period specified in Step I.
- 3347 b. Once any grievance document has been properly filed with the Dean or the
3348 Vice President, the Dean or the Vice President shall have fifteen (15)
3349 business days as set out in the College Calendar in which to provide a
3350 written response to the grievant. The written response may consist of a
3351 notation on the grievance document and/or a formal letter of notification.
- 3352 c. Either the Dean or the Vice President, as applicable, or the grievant, may
3353 request a meeting to discuss the grievance. If the grievant desires a
3354 meeting, they should request it when the grievance document is filed. If
3355 such a meeting is held, it should be held within the fifteen (15) day period.
- 3356 3. Step III. If the disposition of the grievance is unacceptable to the grievant at Step II,
3357 the grievant may appeal the Step II decision grievance document with the College
3358 President or designee to hear grievances at Step III.

- 3359 a. The decision must be appealed within ten (10) business days as set out in
3360 the College Calendar after the receipt of the written answer from the Dean
3361 or the Vice President, or within ten (10) business days as set out in the
3362 College Calendar after the expiration of the fifteen (15) day period
3363 applicable to Step II.
- 3364 b. The grievant may also request a meeting with the College President or
3365 designee to discuss the grievance. Such a meeting will be scheduled within
3366 fifteen (15) business days from the receipt of the grievance at Step III.
- 3367 c. The College President or designee will be allowed fifteen (15) business days
3368 after the receipt of the grievance at Step III to provide a written disposition
3369 of the grievance.

3370 **16.2—Arbitration**

- 3371 A. Only those grievances that have been processed through the grievance procedure in strict
3372 compliance with all of its requirements may be taken to arbitration. If the grievant is not
3373 satisfied with the disposition of the grievance at Step III or within the fifteen (15) business
3374 day period applicable to Step III, the grievance may be submitted to arbitration. The
3375 arbitration process shall be initiated by filing a written request for arbitration with the
3376 Associate Vice President of Human Resources within twenty (20) business days as set out in
3377 the College Calendar after receipt of written disposition at Step III or within twenty (20)
3378 business days as set out in the College Calendar after the expiration of the Step III fifteen
3379 (15) day period. A copy of the grievance document must be attached to the request.
- 3380 1. After a written request for arbitration is properly and timely filed, the grievant and
3381 the College, by any representative it may choose, will meet at a mutually convenient
3382 time, or confer by telephone in an effort to mutually agree on an arbitrator.
- 3383 2. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation
3384 Service (FMCS) will be asked to supply a list of seven (7) names from which the
3385 parties will alternately strike names until only one remains. The one remaining shall
3386 be the arbitrator.
- 3387 3. Each party shall have the right to reject one list of arbitrators in its entirety, and any
3388 subsequent list containing any of the same names.

- 3389 4. No arbitrator shall have at any time before him more than one grievance involving
3390 this Agreement without the mutual consent of the College and the Union.
- 3391 5. Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issue(s)
3392 and, whenever possible, determined by means of a hearing conducted by
3393 conference call. The arbitrator shall have ten (10) business days from the hearing to
3394 render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator
3395 shall then be selected to hear the substantive issue(s). By mutual consent of the
3396 College and the Union, the same arbitrator may preside over both the issue of
3397 arbitrability and the substantive issue(s).

3398 B. The identified arbitrator will be notified by FMCS. The arbitration will then proceed in
3399 accordance with the reasonable orders and requests of the arbitrator, but subject to the
3400 following conditions:

- 3401 1. Venue: The arbitrator shall hold the hearing in Brevard County, Florida, unless
3402 otherwise agreed to by the parties. The hearing shall be scheduled as soon as is
3403 practicable.
- 3404 2. Authority of the Arbitrator: The arbitrator shall not have the power to add to,
3405 subtract from, modify, or alter the terms of this agreement. Decisions must be
3406 explained upon the request of either party. The arbitrator's decision shall be
3407 confined solely to the application and/or interpretation of this Collective Bargaining
3408 Agreement and its referenced documents and the precise issue(s) submitted for
3409 arbitration. The arbitrator shall refrain from issuing any statements of opinion or
3410 conclusions not essential to the determination of the issues submitted.
- 3411 3. The parties shall have a right to a reasonable time for briefing the case, upon
3412 request, and a decision shall be due within thirty (30) days after the date set for
3413 filing briefs.
- 3414 4. Where an administrator has made a judgment involving the exercise of discretion,
3415 such as decisions regarding tenure or promotion, the arbitrator shall not substitute
3416 the arbitrator's judgment for that of the administrator. Nor shall the arbitrator
3417 review such decision except for the purpose of determining whether the decision
3418 has violated the Collective Bargaining Agreement. If the arbitrator determines that

- 3419 the Collective Bargaining Agreement has been violated, the arbitrator shall direct
3420 the College to take appropriate action.
- 3421 5. Fees and Expenses: All fees and expenses of the arbitrator shall be divided equally
3422 between the parties. Each party shall bear the cost of preparing and presenting its
3423 own case. Costs of reports and transcripts (which shall be made available at the
3424 request of either party) shall be borne by the requesting party. Cost of meeting
3425 rooms, etc., shall be divided equally between the parties.
- 3426 6. Effect of Decision: The decision or award of the arbitrator shall be final and binding
3427 upon the College, the UFF, and the grievant, provided that either party may appeal
3428 to an appropriate court of law a decision that was rendered by the arbitrator acting
3429 outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida
3430 Statutes.
- 3431 7. The arbitrator shall be empowered to make reasonable orders so that the matter
3432 can be expeditiously resolved but shall accommodate the parties within reason as to
3433 hearing dates and continuances where need is shown.
- 3434 8. Retroactivity: An arbitrator's award may or may not be retroactive as the equities of
3435 each case may demand, but in no case shall an award be retroactive to a date earlier
3436 than thirty (30) days prior to the date the grievance was initially filed.
- 3437 C. If a tenured faculty member is suspended, returned to annual contract, or terminated, the
3438 faculty member may choose to proceed to arbitration or to appeal the decision under the
3439 State Board of Education Rules. The election of that procedure will be deemed an election of
3440 remedies and a permanent waiver of the right to appeal the suspension, return to annual
3441 contract or termination under this Article. If the tenured faculty member chooses to process
3442 the issue of suspension, return to annual contract or termination under Step A.5 of this
3443 Article, the tenured faculty member's choice will be considered an election of remedies and
3444 an appeal cannot be processed under the Florida Administrative Code and Florida Statute
3445 Section 120.

ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES

17.1—Disciplinary Actions

- A. Except as provided in applicable statutes 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 that is documented, 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 the Grievance and Arbitration Article 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

3474 made by the initiating administrator and acknowledged by the faculty member in
3475 accordance with the Notice of Intent to Impose Disciplinary Action Appendix of this
3476 contract. The faculty member shall have the opportunity to provide a written
3477 response to the reprimand which shall be filed with the reprimand.

3478 3. Suspension: A full-time faculty member may be suspended with pay pending
3479 investigation of a possible infraction. If, after investigation, just cause for disciplinary
3480 action is determined, upon recommendation of the College President, the Board
3481 may suspend a faculty member without pay provided that notice of intent has been
3482 provided pursuant to this Article.

3483 4. Termination or Return to Annual Contract. Any faculty member who is tenured
3484 (under continuing contract) may be dismissed or may be returned to annual
3485 contract status for up to another three (3) years, only with just cause and when a
3486 written recommendation to that effect is submitted by the College President to the
3487 Board giving sufficient just cause therefore, by the College President and provided
3488 the College President's recommendation is approved by the Board.

3489 B. Notice of Intent: When the College President or representative has reason to believe that a
3490 suspension, termination, or return to annual contract should be imposed, the College
3491 President or representative shall provide the faculty member with a written notice of the
3492 proposed action and the reasons therefore.

3493 1. Such notice shall be sent certified mail, return receipt requested, or delivered in
3494 person with written documentation of receipt obtained.

3495 2. The faculty member shall be given ten (10) business days in which to respond in
3496 writing to the College President or representative before the proposed action is
3497 taken. The President or representative then may issue a notice of disciplinary action
3498 under Article 17.2, D below.

3499 3. The faculty member has a right to union representation during investigatory
3500 questioning that may reasonably be expected to result in disciplinary action.

3501 4. If the College President or representative does not issue a notice of disciplinary
3502 action, the notice of intent shall be retained only in the faculty's evaluation file.

- 3503 C. In the event a suspension, termination, or return to annual contract is recommended, the
3504 faculty member shall have the right to an informal hearing before the Board, or its designee,
3505 prior to the action.
- 3506 D. Notice of Discipline: All notices of disciplinary action shall include a statement of the reasons
3507 therefore and a statement advising the faculty member that the action is subject to the
3508 Grievance and Arbitration Article of this agreement. All such notices shall be sent certified
3509 mail, return receipt requested, or delivered in person to the faculty with written
3510 documentation of receipt obtained.
- 3511 E. Nothing in this Article shall be deemed to give any faculty member not on continuing
3512 contract status any property interest in their employment.
- 3513 F. During all disciplinary proceedings, a faculty member shall have the right to consult with,
3514 and be represented by, a representative of their choice.
- 3515 G. The faculty member shall have the right to respond to disciplinary action in writing and have
3516 that response attached to the report of discipline. If any material is found, through mutual
3517 agreement, grievance process, or court proceeding, to be inaccurate or inappropriate, that
3518 finding shall be documented in the official personnel file of the faculty member and the
3519 inaccurate or inappropriate material shall be placed in the personnel file in a sealed
3520 envelope. The sealed material shall not be subject to examination or review except by
3521 written agreement between the faculty member and the College President, as part of a
3522 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 Associate Vice President of Academic Affairs will serve as Chair.

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.

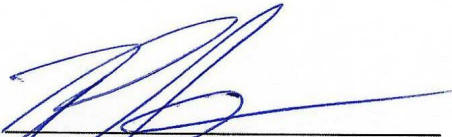
B. The calendar shall be developed in sufficient time to be approved not less than one (1) year prior to the first day of the current academic year.

18.2—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.

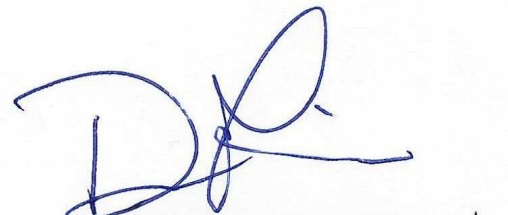
3542 **SIGNATURE PAGE**

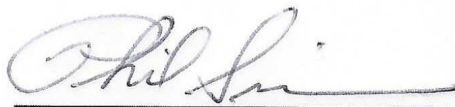
3543 Per the General Provisions Article, this agreement becomes effective when it is ratified by both the
3544 Board of Trustees and the faculty in the bargaining unit, as indicated by the date below.



Ronald Howse, Chair
Board of Trustees

Kelli Leslie, Chapter President
UFF-Brevard

James Richey, President
EFSC

Dustin Files, Chief Negotiator
UFF-Brevard

Phil Simpson, Chief Executive
EFSC

3545 Effective date: 12 Aug 2026

3546 **TABLE OF APPENDICES**

3547 Form-fillable versions of these Appendices can be found in the MyEFSC Document Center or on the UFF-
 3548 Brevard Website.

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3549

3550 **APPENDIX A—Required Syllabus Content**

3551 **Basic Course Information**

- 3552 • Term and year
- 3553 • Course Number
- 3554 • Section Number (optional)
- 3555 • Course Title
- 3556 • Modality
- 3557 • Meeting Days/Times
 - 3558 ○ Blended Learning Courses: Include a list of campus course meetings (days/times) OR
 - 3559 refer to the Outline/Calendar of Work section.
- 3560 • Final exam date/time/modality
- 3561 • Prerequisite and co-requisite course numbers (if applicable)
- 3562 • Classroom number (optional)

3563 **Instructor Information**

- 3564 • Instructor Name
- 3565 • Office location
- 3566 • Office telephone number
- 3567 • College Email address
- 3568 • Advisement hours (subject to change; may direct students where to locate hours, e.g., LMS
- 3569 page)
- 3570 • Supervising Administrator Name and Contact Information

3571 **Course Tools**

- 3572 • Required educational materials (including but not limited to textbooks; if textbook, include
- 3573 author, title, edition, ISBN)
- 3574 • Recommended educational materials (including but not limited to textbooks)

3575 **Course Learning Expectations**

- 3576 • Description (see course plan in eCPR)
- 3577 • Core Abilities (see course plan in eCPR)
- 3578 • Course Competencies (see course plan in eCPR)
- 3579 • Course Learning Objectives (optional; see course plan in eCPR)

3580 **Course Policies**

3581 **Attendance and Participation Guidelines:** Establish a clear policy concerning absences and tardies which
3582 reflects College and Veterans Affairs attendance guidelines, as well as any programmatically required
3583 attendance policies. Note special circumstances under which student absences/tardies may be excused.
3584 Note that while students may fail the course due to absences, they will not be withdrawn from the
3585 course by the instructor for lack of attendance. The instructor may include a link to the “Class
3586 Participation at EFSC” webpage on the College website.

3587 **Class Participation Reporting:** Students must attend class and submit a graded assignment during the
3588 first week of class to be marked as attending. Those who do not actively participate during this initial
3589 period will be withdrawn for non-participation by the Office of the Registrar. An additional Class
3590 Participation Reporting checkpoint is required later in the 16- and 12-week terms to support continued
3591 engagement tracking.

3592 **Courses That Satisfy the College-Level Communication and Computational Skills Requirement (if**
3593 **applicable):** State how the course meets the standards required under Florida State Board of Education
3594 Administrative Rule 6A-10.030 (Other Assessment Procedures for College-Level Communication and
3595 Computation Skills). For writing classes, specify how the writing requirement will be met. More
3596 information can be found on the “Communication and Computation Skills” webpage on the College
3597 website.

3598 **Grading procedure:** Explain the procedures used in calculating the student’s final average, whether
3599 weighted, based on points, etc.

3600 **Grading scale:** Establish a clear grading scale, including the S/U or A-F grading mode (as defined in the
3601 course plan) and equivalent points or percentages. You may link to the “EFSC Grading Policies” webpage
3602 on the College website.

3603 **Late or make-up work:** Establish clear stipulations for making up work and/or exams including work
3604 missed during instructor-excused absences (if applicable).

3605 **Outline/calendar of work:** Outline of proposed scheduled learning activities and graded assignments
3606 used as a basis for the student’s final grade. Assignment titles with brief narrative descriptions of the
3607 assignment will be included, along with, if applicable, any required readings. Include anticipated exam
3608 dates and graded assignment due dates either in the syllabus or the LMS. Refer students to the College’s
3609 official Academic Calendar, which includes holidays, final exam times, and other important information.

Note that all dates and assignments are subject to change. **Blended Learning Courses:** Include a list of on-campus course meetings (days/times).

Plagiarism and academic dishonesty policy: Include any instructor-specific policies and refer students to the “Academic Integrity” and “Student Code of Conduct” webpages on the College website for EFSC definitions.

Withdrawal policy: Include the appropriate term withdrawal date from the EFSC Academic Calendar.

Note that it is the student’s responsibility to withdraw by the posted date. *Optional:* Include a link to the “Withdrawing from a Course” webpage on the College website, which also explains to the student the difference between a “withdrawal” and a “drop.”

SAIL (Student Access for Improved Learning): Include the following statement either verbatim or modified as needed. This statement was updated by the SAIL Office during Fall 2022 term.

Inform Your Instructor of Any Accommodations Needed

EFSC has the responsibility to ensure that all students have appropriate access to course material and the College will work with students to provide an equal, effective, and inclusive opportunity for participation in all courses. If you encounter any issues accessing, hearing, viewing or interacting with online course materials please contact the SAIL office at 321-433-5939 or email SAIL@easternflorida.edu.

It is the student’s responsibility to digitally send their SAIL Teacher Notifications with their approved accommodations to each instructor via their myEFSC student portal. While it is not a requirement for students to verbally inform instructors that they receive accommodations, since the Teacher Notification serves as the official notice of intent to use accommodations in a course, SAIL does highly encourage students to discuss their accommodations with each of their instructors. This will ensure that the instructor has been made aware of the accommodations and ensure that the instructor and student have the same understanding about how the accommodations will be implemented. If you are unsure how to send your Teacher Notifications, visit the webpage – SAIL Teacher Notification Process or contact a SAIL Access Specialist.

Student Access for Improved Learning (SAIL)

The SAIL (Student Access for Improved Learning) office is responsible for providing services and accommodations for students with documented disabilities that significantly impact major life functions. While personal services and personal aides cannot be provided, reasonable accommodations will be arranged to assist a student with a disability based on documentation provided by the student. For more

3641 information about the services and resources provided by the SAIL office, students are encouraged to
3642 visit the SAIL website or the SAIL offices on the Melbourne and Cocoa campuses.

3643 It is my goal that this class be an accessible and welcoming experience for all students, including those
3644 with disabilities that may impact learning in this class. If anyone believes the design of this course poses
3645 barriers to effectively participating and/or demonstrating learning in this course, please meet with me
3646 to discuss reasonable options or adjustments. During our discussion, I may suggest the
3647 possibility/necessity of your contacting EFSC's disability/accessibility services department (SAIL) to talk
3648 about reasonable academic accommodations. You are welcome to talk to me at any point in the
3649 semester about course design concerns, but it is always best if we can talk at least one week prior to the
3650 need for any modifications. The instructional media and materials for this class are designed to be
3651 accessible to all students. Students who are having difficulty accessing them should contact the faculty
3652 member.

3653 **Additional policies:** Indicate other requirements or policies as appropriate. For example, communication
3654 policies (not accepting email from non-EFSC addresses, whether students should use your EFSC email
3655 address or the LMS messaging, etc.); how the LMS will be used as a course companion for a face-to-face
3656 course; specific expectations regarding classroom conduct/behavior expectations, etc.

3657 **Program policies:** Include any program-based syllabus requirements such as those necessary for
3658 programmatic accreditation.

3659 **Syllabus Addendum:** Include a link to the "Syllabus Addendum" webpage on the College website.

APPENDIX B—Regular and Substantive Interactions

This appendix is provided for clarification and to support instructors of distance education courses and their supervisors. As part of the observation and evaluation of distance education courses (see faculty evaluation Appendix), this appendix may be referenced in the discussion and development of faculty goals in consultation with their supervisor.

Understanding RSI (Regular and Substantive Interaction)

In accordance with federal regulations (34 CFR §600.2), all distance education courses must include regular and substantive interaction (RSI) between instructors and students. Failure to meet these requirements may result in a course being classified as correspondence education ineligible for federal financial aid.

Regular Interaction

- Occurs at predictable and consistent intervals throughout the course commensurate with the length of time and the amount of content in the course
- Be initiated by the instructor, not solely in response to student contact
- Include active monitoring of student participation and performance
- Include timely and proactive outreach to students who are not participating, are falling behind, or are at academic risk

Substantive Interaction

Substantive interaction is engagement focused on teaching, learning, and assessment. Substantive interaction shall include at least two (2) of the following categories:

- Providing direct instruction.
- Assessing or providing timely, individualized feedback on a student's coursework.
- Providing information or responding to questions about the course content.
- Facilitating instructor-led discussions on course topics.
- Other instructional activities approved by the institution's or program's accrediting agency, or the Chief Academic Officer.

3686 All distance education courses must include a combination of practices that include RSI. Below is a
3687 list of potential interaction opportunities for discussion between the faculty member and the
3688 supervisor as effective ways to include RSI as defined above. These examples are not exhaustive.

- 3689 • Provide pre-recorded lectures with an instructor-moderated discussion board to provide
3690 opportunities for student questions and interactions.
- 3691 • Actively participate in discussions by posting questions, guiding dialogue, and providing feedback
3692 during the discussion period.
- 3693 • Host-synchronous sessions on an ad hoc basis or at regular intervals throughout the term to
3694 provide support for individual students or groups who may be struggling, need additional
3695 instruction to master course topics, or clarification on specific assignments.
- 3696 • Provide instructor-curated activities to promote student engagement.
- 3697 • Facilitate instructor-guided collaborative group projects.
- 3698 • Hold regularly scheduled advisement hours in Teams for synchronous online discussion of course
3699 content.
- 3700 • Post announcements weekly with follow-up as needed
- 3701 • Hold online test review sessions.
- 3702 • Message students by posting announcements or sending Canvas messages in response to
3703 observed student needs.
- 3704 • Create a video to further explain learning activities in response to immediate student need.
- 3705 • Design and incorporate scaffolded assignments.
- 3706 • Create intentional co-curricular spaces, such as FAQs, open forums, surveys, polls, or other ways
3707 for connection and engagement between students and instructors.
- 3708 • Provide timely, individualized feedback on student work, including personalized comments for an
3709 individual student's assignment, exam, or work in progress.
- 3710 • Communicate regularly with individual students concerning course content.
- 3711 • Periodically review student progress and communicate directly with struggling students to offer
3712 additional opportunities for support and interaction.
- 3713

3714 **APPENDIX C—Instructional Faculty Responsibilities**

Activity
Submit required documents on time: • Faculty Schedule Request Form (FSRF) • Load Point Worksheet (LPW) • Faculty Schedule • Syllabi • Educational Material Choices • Leave Form
Collaborate with other EFSC employees in a professional manner.
Participate in the educational materials selection process when necessary.
Perform curriculum and program development, review, and revisions as necessary.
Attend scheduled administrative day activities except when on approved leave.
Hold classes as scheduled except when on approved leave.
Hold required advisement hours.
Utilize the Learning Management System (LMS) per the Instructional Faculty Responsibilities section of the CBA.
Develop a syllabus for each course that contains the minimum required syllabus content as outlined in the Appendices.
Publish a syllabus for each course according to the CBA.
Adhere to federal accessibility standards for content provided to students within the Learning Management System (LMS).
Develop instructional materials that support the course competencies and learning objectives.
Provide appropriate accommodations for students registered with the Student Access for Improved Learning (SAIL) office.
Maintain course records in accordance with State statute.
Attend one college or program graduation ceremony per academic year after the Monday grades are due unless on approved leave.
Complete Class Participation Reporting (CPR) on time.
Complete program and course level assessments on time.
Complete final grade entry on time.

3715

3716 **APPENDIX D—Library Faculty Responsibilities**

Activity
Submit required documents on time: • Faculty Schedule Request Form (FSRF) • Faculty Schedule • Non-contract Schedules • Leave Form
Design, deliver, and assess information literacy instruction.
Develop or modify instructional materials in support of librarian-instruction sessions.
Develop or modify instructional materials that support course competencies and learning objectives.
Engage in professional development, scholarship, and/or research consistent with faculty expectations and institutional priorities.
Develop or modify library services.
Support digital resources, emerging technologies, and open educational initiatives.
Instruct patrons in the use of information-retrieval and management tools (e.g., databases, catalogs, search engines, etc.).
Participate in face-to-face and virtual reference work.
Collaborate with other EFSC employees in a professional manner.
Assist with student-centered institutional initiatives.
Participate in the educational materials selection process.
Perform curriculum and program development, review, and revisions.
Complete program assessment on time.
Provide appropriate accommodations for students registered with the Student Access for Improved Learning (SAIL) Office.
Log instruction and reference interactions each semester into the library-statistics platform to ensure accurate collection of data.
Vote on collegewide collection-development initiatives for print and digital materials.
Participate in library department collection or curriculum committees.
Maintain each campus's collection.
Deliver outreach, programming, and engagement activities that promote library services and student success.
Attend required, scheduled, administrative-day activities except when on approved leave.
Attend one college or program graduation ceremony per academic year after the Monday grades are due unless on approved leave.

3717

3718 **APPENDIX E—Discipline Manager Responsibilities**

Activity
Serve as a liaison between faculty and Administration on one or more campuses.
Serve as Chair of faculty hiring committees for both part- and full-time faculty.
Assist in the creation of the base College-wide schedule matrix, faculty course assignment, and Banner input.
Assist faculty with access to approved educational materials, equipment, and supply and facilities maintenance issues.
Assist faculty with the timely selection and posting of educational materials.
Work with faculty to submit syllabi as required.
Work up to five (5) additional days beyond their base contract at their daily rate of pay as needed.
Act as budget custodian for the discipline when appropriate.
Assist the faculty with curriculum review.
Input curriculum into the appropriate system and usher it through the approval process.
Additional responsibilities related to adjuncts: i. Assist the Supervising Administrator with the appointment, credentialing, and training. ii. Provide guidance in the delivery of course content and adherence to the course plan. iii. Conduct classroom observations once every two (2) years. If the DM's Supervising Administrator is teaching as an adjunct, the CAO or designee will conduct the observation and performance review.

3719

3720 **APPENDIX F—Program Manager Responsibilities**

Activity
Serve as a liaison between faculty and Administration on one or more campuses.
Serve as Chair of faculty hiring committees for both part- and full-time faculty.
Assist in the creation of the base College-wide schedule matrix, faculty course assignment, and Banner input.
Assist faculty with access to approved educational materials, equipment, and supply and facilities maintenance issues.
Assist faculty with the timely selection and posting of educational materials.
Work with faculty to submit syllabi as required.
Work up to five (5) additional days beyond their base contract at their daily rate of pay as needed.
Act as budget custodian managing the program budget when appropriate.
Assist the faculty with curriculum review of course competencies and adherence to standards and criteria established by regional and/or professional accrediting agencies.
Additional responsibilities related to adjuncts: i. Assist the Supervising Administrator with the appointment, credentialing, and training. ii. Provide guidance in the delivery of course content and adherence to the course plan. iii. Conduct classroom observations once every two (2) years. If the PM's Supervising Administrator is teaching as an adjunct, the CAO or designee will conduct the observation and performance review.
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. iii. Development of articulation agreements or memoranda of understanding specific to workforce programs. iv. Maintain an active advisory committee that meets a minimum of twice/year. v. Perform yearly program/curriculum review and assessment, including submission of annual reports. vi. Participate in local and regional professional organizations. vii. Maintain community outreach as appropriate.

3721

3722 **APPENDIX G—Clinical Coordinator Responsibilities**

Activity
Serves as a liaison between faculty and Administration on one or more campuses.
Liaisons between the full-time faculty and the Administration in non-AA programs such as vocational, technical and health care related programs.
Convenes adjunct and full-time faculty meetings within the discipline to discuss academic issues in the clinical setting.
Performs reviews of clinical expectations.
Communicates with outside agencies to establish clinical practice sites and foster collegial relationships with these sites.
Assists faculty with the implementation of any changes in clinical expectations.
Participates in program related annual reports and on-site accreditation visitation.
Conducts reviews of student learning at the clinical sites.

3723

3724 **APPENDIX H—Performing Arts Coordinator Responsibilities**

Activity
Oversee programs that reach multiple campuses or engage the public in programs directly related to the mission of the College.
Liaison between the program 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 Supervising Administrator.

3725

3726 **APPENDIX I—Program Coordinator Responsibilities**

Activity
Serves as a liaison between faculty, adjuncts, and Administration on one or more campuses.
Submits to the Administration performance reviews of adjunct (part-time) faculty in collaboration with any assigned Program Managers on a timely basis.
Assists in the creation of course schedules.
Assist full-time faculty with access to approved educational materials, equipment, class scheduling collaboration, and supply and facilities maintenance issues.
Assists faculty and adjuncts to ensure a timely selection and posting of educational materials.
Works with faculty and adjuncts to ensure syllabi are available as required.
Assists Program Manager with convening faculty meetings.
May provide assistance to the Supervising Administrator for reviews of course competencies 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. iii. Development of articulation agreements or memoranda of understanding specific to workforce programs. iv. Maintains an active advisory committee that meets a minimum of twice/year. v. Performs yearly program/curriculum review and assessment including submission of annual reports.
Additional responsibilities related to adjuncts: i. Assists the Supervising Administrator with the appointment, credentialing, and training of adjunct faculty. ii. Communicates with adjuncts to discuss issues and improve delivery of course content. iii. Conducts classroom observations of adjuncts in professional and equitable manner.

3727

3728 **APPENDIX J—Faculty Professional Development and Advancement by Classification**

3729 The activities in this appendix may be used by:

- 3730 1. Tenured faculty members to fulfill requirements for the Maintenance of Continuing Contract
3731 (MCC) cycle.
3732 2. Non-tenured faculty members to partially satisfy tenure requirements as described in Article 11
3733 of this Agreement.
3734 3. All full-time faculty for the Faculty Development Incentive Program (FDIP).

3735 Credit may be awarded by completing the **Faculty Professional Development and Advancement Point**
3736 **Request Form** (found in the dropdown menu under the Employee Applications section of MyEFSC) to:

- 3737 1. Apply for approval and credit for activities not listed in this Appendix.
3738 2. Appeal to their Supervising Administrator to request an increase in the point value assigned to
3739 any activity.

3740 All faculty members must use the **online Professional Development System**, located under the
3741 *Employee Applications* menu in MyEFSC, to record completion of MCC and/or FDIP activities.

3742 Tenured faculty are required to earn a minimum of three (3) points during each MCC cycle.

3743 If applicable, faculty should refer to their auxiliary assignment contract for MCC or FDIP point
3744 allocations. Activities for which faculty receive release time or a stipend may not be submitted for FDIP
3745 credit.

3746 Unless otherwise noted, point distribution is as follows: 1 hour = 0.1 points → 10 hours = 1 point

3747 **Committee & Council Membership**

- 3748 • Active membership on the Academic Council — 2
3749 • Active membership on the Professional Development Council — 2
3750 • Active membership on the Tenure Council — 1.5
3751 • Active membership on the Assessment Committee — 1
3752 • Active membership on the Curriculum Review Committee — 2
3753 • Active membership on the Faculty Mentoring Committee — 1
3754 • Active membership on the Online Learning Committee — 1
3755 • Active membership on any other college-wide or campus-specific committee or workgroup — 0.5
3756 • Active membership on a college-wide advisory committee— 0.5
3757 • Active membership on an external advisory committee on behalf of the College — 0.5
3758 • Active membership on an articulation committee — 0.5
3759 • Active membership on a programmatic advisory committee for the College — 0.5
3760 • Active membership on any other discipline or program-specific committee or workgroup — 0.5
3761 • Active membership on the UFF bargaining team — 1

3762 **Leadership & Service Roles**

- 3763 • Serving as a Committee Chair who is otherwise not being compensated (this is in addition to the 0.5
- 3764 point for serving on the committee) — 0.5
- 3765 • Leadership roles in professional organizations (chair, officer, executive committee)— 1
- 3766 • Serving as a reviewer for any in-house publication (such as the S2P journal, The Lantern, and EFSC
- 3767 Connections) — 1
- 3768 • Editorial roles (associate editor, guest editor, special issue editor; max of 1 point per academic year)
- 3769 — [insert textbox to type points]
- 3770 • Peer review of scholarly or professional journal articles in a discipline-related journal (max of 1 point
- 3771 per academic year) — [insert textbox to type points]

3772 **Mentoring & Student Support**

- 3773 • Serving as a mentor for one year in the New Faculty Mentoring Program — 1
- 3774 • Mentoring a student in an approved College Program or course (per student, max of 2 students per
- 3775 academic year) — 0.5
- 3776 • Mentoring undergraduate research students through the Office of Undergraduate Research (OUR)
- 3777 (per student, max of 2 students per academic year)— 1.5
- 3778 • Faculty Sponsorship/Co-sponsorship of a student organization (max of 1 club per academic year)—
- 3779 1.5
- 3780 • Volunteering in the Academic Success Center (max of 1.6 points per academic year) — [insert
- 3781 textbox to type points]

3782 **Course & Program Development**

- 3783 • Level 1 revisions to a master course (simple course maintenance; no major updates) — 0.5
- 3784 • Developing a new course — 1
- 3785 • Revising a course plan (individually) or chairing a course plan revision committee— 1
- 3786 • Serving as a member of a course plan revision committee — 0.5
- 3787 • Developing a new program (max of 3 points per academic year) — [insert textbox to type points]

3788 **Conferences, Events & Presentations**

- 3789 • Organizing a college-sponsored conference (max of 3 points per academic year) — [insert textbox to
- 3790 type points]
- 3791 • Organizing a profession-related conference (max of 3 points per academic year) — [insert textbox to
- 3792 type points]
- 3793 • Delivering a college-approved professional development event (max of 1 point per academic year)
- 3794 — [insert textbox to type points]
- 3795 • Presenting or being a panel member at a professional conference/meeting (max of 1 point per
- 3796 academic year) — [insert textbox to type points]
- 3797 • Attending a multi-day conference or professional meeting (distinct from presenting; max of 1 point
- 3798 per academic year) — [insert textbox to type points]

3799 **Research, Publications & Creative Work**

- 3800 • Publishing a textbook, monograph, or a scholarly/research paper on a profession-related subject in a
3801 refereed journal (max of 3 points per academic year) — [insert textbox to type points]
- 3802 • Publishing a creative work such as a musical score, work of art, fictional/non-fictional work, poem,
3803 etc. (max of 3 points per academic year) — [insert textbox to type points]
- 3804 • Publishing a critical review of a musical or theatrical performance, book review, or other artwork in
3805 a newspaper, magazine, or professional journal (max of 3 points per academic year) — [insert
3806 textbox to type points]
- 3807 • Presenting artwork at a juried, solo, or curated art show or performing in a public recital (max of 1
3808 point per academic year) — [insert textbox to type points]
- 3809 • Presenting a literary, visual, or performing artwork at a juried, solo, or curated art show, theatre, or
3810 public recital (max of 1 point per academic year) — [insert textbox to type points]

3811 **Grants & Research Leadership**

- 3812 • Writing a grant proposal for program improvement or new equipment (max of 1.5 points per
3813 academic year) — [insert textbox to type points]
- 3814 • Serving as a Principal Investigator (PI) for a grant who is otherwise not being compensated (max of 3
3815 points per academic year) — [insert textbox to type points]

3816 **Professional Engagement**

- 3817 • Participating in a discipline-related professional organization (max of 1 point per academic year) —
3818 [insert textbox to type points]

3819 **Workshops, Training & Continuing Education**

- 3820 • Completing a PDC-approved workshop offered through the College (max of 1 point per academic
3821 year) — [insert textbox to type points]
- 3822 • Completing the Online Course Design & Delivery Plus workshop (max of 1 point per academic year)
3823 — [insert textbox to type points]
- 3824 • Completing a Quality Matters workshop (max of 1 point per academic year) — [insert textbox to
3825 type points]
- 3826 • Attending a workshop, seminar, webinar, or professional meeting offered outside of the College
3827 (max of 1 point per academic year) — [insert textbox to type points]
- 3828 • Obtaining continuing education credits, meeting professional certification requirements (max of 2
3829 points per academic year) — [insert textbox to type points]
- 3830 • Obtaining continuing education credits, meeting professional licensure requirements (max of 2
3831 points per academic year) — [insert textbox to type points]

3832 **Academic Coursework**

- 3833 • Completing one undergraduate semester hour from an accredited College/University (per semester
3834 hour) — 0.5
- 3835 • Completing one graduate-level semester hour from an accredited College/University (per semester
3836 hour) — 1

3837 **Other***

- 3838 • Other as approved by the Supervising Administrator — [insert textbox to type points]

3839 *Must complete the **Faculty Professional Development and Advancement Point Request Form** (found
3840 in the dropdown menu under the Employee Applications section of MyEFSC) prior to the completion of
3841 the professional development activity/event.

APPENDIX K—On-Campus Classroom Observation Guidelines

This Appendix should be used when writing an observation narrative for faculty evaluation. The areas listed below are not all inclusive or all required but are areas that may be highlighted in the narrative. This form is not part of the evaluation form or official record, but only used by the evaluator to help write the narrative.

	N/A	Unsatisfactory	Needs Improvement	Satisfactory
Started class on time				
Was well-organized and prepared				
Introduced content				
Presented information accurately and appropriately				
Linked new content to past content taught				
Discussed the relevance/application of the topic				
Attempted to engage students/solicited student participation				
Answers questions clearly and respectfully				
Managed the class well				
Assessed students' level of understanding				
Delivery methods observed:				
Lecture				
Question and answer strategies				
Group work				
Use of technology				
Board work				
Discussion				
Use of visual materials/aids				

Additional Comments:

3849 **APPENDIX L—Faculty Performance Review Form Guide**

3850 **Section 3 — Observation: Criteria and Performance Level Descriptions**

3851 This document supplements Sections 3a and 3b of the Faculty Performance Review Form. Each category
3852 includes the definition and performance indicators (Unsatisfactory, Development Needed, and Meets
3853 Expectations) to assist the supervising administrator in writing the narrative on the evaluation form.
3854 The Exceptional rating applies only to the overall evaluation in Section 4.

3855 **Section 3a — Face-to-Face Classroom Observation**

3856 Instructional Clarity & Organization

3857 **Definition:** How effectively the instructor organizes and communicates course content to promote
3858 students' understanding of what they are learning, why it matters, and how success will be measured.
3859 Includes alignment of objectives, instruction, and assessment; logical sequencing; and clarity of
3860 explanations.

- 3861 • **Unsatisfactory:** Course content is presented without a clear structure or rationale; objectives or
3862 expectations are unclear or missing; explanations lack coherence or alignment with learning
3863 outcomes.
- 3864 • **Development Needed:** Course structure and explanations are generally clear, but sometimes
3865 lack alignment or consistency; objectives or assessment expectations may not always be explicit.
- 3866 • **Meets Expectations:** Instruction and materials are well organized, clearly aligned with learning
3867 objectives, and presented logically; expectations and outcomes are transparent and easy to
3868 follow.

3869 Interaction

3870 **Definition:** The instructor's ability to emphasize active learning through strategies such as questioning,
3871 discussion, or other interactive techniques that promote critical thinking and participation.

- 3872 • **Unsatisfactory:** Interaction is minimal or absent; students are not encouraged to ask questions
3873 or participate meaningfully.
- 3874 • **Development Needed:** Some interaction occurs, but opportunities for dialogue could be
3875 strengthened.
- 3876 • **Meets Expectations:** The instructor consistently fosters meaningful student interaction,
3877 encourages participation, and facilitates an environment that supports active learning.

3878 Classroom Management

3879 **Definition:** How effectively the instructor creates a positive, respectful, and well-structured
3880 environment conducive to learning. Includes establishing clear expectations, managing behavior,
3881 structuring routines, and maximizing instructional time.

- 3882 • **Unsatisfactory:** The classroom lacks structure or control; disruptions interfere with learning;
3883 expectations are unclear or not enforced.
- 3884 • **Development Needed:** The instructor maintains a generally positive environment but may
3885 struggle occasionally with time management, transitions, or addressing disruptions.
- 3886 • **Meets Expectations:** The instructor maintains a well-managed, respectful classroom with clear
3887 expectations, effective routines, and maximized instructional time that supports student
3888 learning.

3889 **Section 3b — Online Classroom Observation**

3890 **To be conducted via an instructor-created walk-through of their course or in-person with the**
3891 **supervising administrator.**

3892 Course Organization & Navigation

3893 **Definition:** How clearly the online course is organized and how easily students can locate materials,
3894 assignments, and instructions. Includes consistent structure, alignment between objectives and
3895 assessments, and clear instructions that help students navigate through the course as outlined in the
3896 online quality standards (see new appendix in CBA).

- 3897 • **Unsatisfactory:** Course layout is inconsistent or confusing; materials and instructions are
3898 difficult to locate or follow; modules lack logical flow.
- 3899 • **Development Needed:** Course organization is functional but may contain unclear instructions,
3900 inconsistent design, or weak alignment between content and objectives.
- 3901 • **Meets Expectations:** Course materials and modules are well organized, clearly labeled, and easy
3902 to navigate; instructions guide students smoothly through the course.

3903 Instructor Presence & Communication

3904 **Definition:** The instructor's visibility, timeliness, and interaction in the online environment through
3905 strategies such as direct messages in the LMS, announcements, individualized assignment feedback in
3906 the grade book, and/or discussion participation. Demonstrates regular and substantive interaction.

- 3907 • **Unsatisfactory:** Instructor presence is minimal or absent; communication is infrequent, unclear,
3908 or lacks responsiveness.
- 3909 • **Development Needed:** Instructor communicates and participates inconsistently; some feedback
3910 or discussion lacks detail or timeliness.
- 3911 • **Meets Expectations:** Instructor maintains a strong, consistent presence with clear, timely, and
3912 supportive communication that encourages opportunities for interactions and community
3913 building.

3914 Quality of Feedback

3915 **Definition:** How well feedback addresses students' understanding of their performance and how to
3916 improve. Includes timeliness, clarity, and alignment of feedback with learning objectives and grading
3917 policies.

- 3918 • **Unsatisfactory:** Feedback is absent, late, or too vague to guide improvement.
- 3919 • **Development Needed:** Feedback may lack detail, be generic, or be occasionally late; students
3920 may not receive enough direction to improve.
- 3921 • **Meets Expectations:** Feedback is provided according to the syllabus. Feedback is specific,
3922 constructive, and guides students toward improvement.

3923 Accessibility

3924 **Definition:** The instructor provides accessible course materials, media, and activities in compliance with
3925 federal standards using the College's accessibility tool.

- 3926 • **Unsatisfactory:** Course materials or media are not accessible.
- 3927 • **Development Needed:** Some course materials meet accessibility standards.
- 3928 • **Meets Expectations:** All course materials meet accessibility standards.

3929 **Section 4 — Evaluation Conference and Overall Rating: Criteria and Performance Level Definitions**

3930 Section 4 provides a comprehensive summary of the faculty member's performance over their
3931 evaluation period. It integrates results from Section 3a (Face-to-Face Classroom Observation) and
3932 Section 3b (Online Classroom Observation, if applicable) with evidence of professionalism, collegiality,
3933 and fulfillment of instructional faculty responsibilities.

3934 Overall Evaluation Criteria

3935 1. **Instructional Effectiveness** — Demonstrated effectiveness in teaching, including clarity, organization,
3936 student engagement, quality of feedback, and appropriate assessment practices (based on Section 3a
3937 and 3b results).

3938 2. **Professional Responsibilities** — Fulfillment of instructional and contractual duties such as attendance,
3939 grading, advisement, and record-keeping, along with professionalism in communication and collegial
3940 collaboration.

3941 3. **Service and Growth** — Contributions to division/college/profession aligning with MCC/tenure
3942 requirements through committee work, curriculum development, professional development, and other
3943 activities that support institutional improvement.

3944 Performance Level Definitions

3945 **Rating Integration**

3946 The overall rating in Section 4 should be determined holistically by considering:

- 3947 • **Face-to-Face Observation (Section 3a)**
- 3948 • **Online Observation (if applicable) (Section 3b)**
- 3949 • **Fulfillment of Instructional Faculty Responsibilities**

3950 Supervisors should use evidence from Sections 1–3 to determine the overall level of effectiveness and
3951 professional contribution, rather than calculating an average of scores.

3952 **Unsatisfactory***

3953 Performance does not meet minimum expectations in **more than one area** as documented over the
3954 course of the evaluation period.

- 3955 • Classroom observation(s) indicate persistent deficiencies in clarity, engagement, or organization.
- 3956 • Instructional faculty responsibilities as outlined in the CBA (e.g., grading, communication,
3957 attendance, accessibility) are not met or consistently delayed.
- 3958 • Professional conduct or reliability falls below college standards.
- 3959 • Non-tenured faculty: limited progress made towards tenure.
- 3960 • Tenured faculty: MCC requirements not met.

3961 **Development Needed***

3962 Performance does not meet minimum expectations in **one area** as documented over the course of the
3963 evaluation period.

- 3964 • Teaching performance is generally adequate but needs improvement in clarity, engagement, or
3965 responsiveness.
- 3966 • Most instructional faculty responsibilities as outlined in the CBA (e.g., grading, communication,
3967 attendance, accessibility) are fulfilled, though occasional issues over the evaluation period occur
3968 with deadlines, documentation, or communication.
- 3969 • Professional conduct or reliability falls below college standards.
- 3970 • Non-tenured faculty: limited progress made towards tenure.
- 3971 • Tenured faculty: MCC requirements not met.

3972 **Meets Expectation**

3973 Performance consistently meets college expectations and professional standards.

- 3974 • Observation(s) demonstrate organized and clear instruction.
- 3975 • Instructional faculty responsibilities as outlined in the CBA (e.g., grading, communication,
3976 attendance, accessibility) are met.
- 3977 • Demonstrates professionalism, collegiality, and consistent active participation in college service and
3978 professional development.
- 3979 • Non-tenured faculty: progress was made towards tenure.
- 3980 • Tenured faculty: MCC requirements were met.

3981 **Exceptional**

3982 Performance consistently exceeds expectations. Recognition for exemplary performance may be noted
3983 or used to inform merit or leadership consideration.

- 3984 • Meets exact requirements as Meets Expectations above.
- 3985 • The faculty member models professionalism and contributes significantly to the
3986 division/college/profession.
- 3987 • Non-tenured faculty: recommended by their supervising administrator and missed no more than
3988 one (1) Administrative day during the academic year.
- 3989 • Tenured faculty: earned five (5) or more points towards MCC for the evaluation period and missed
3990 no more than one (1) Administrative day each academic year.

3991

3992 ***Section 5 improvement plan must be completed, and the faculty member will be reevaluated the**
3993 **next academic year.**

3994 **APPENDIX M—Tenured Faculty Performance Review Form**

3995 Faculty Name: [text box] Supervising Administrator: [text box]

3996 Campus: [text box] Discipline/Institute: [text box]

3997 Hire Date: [text box] Evaluation Period: From [text box] to [text box]

3998 **Section 1 — Year 1: Goal Setting and Expectations Conference**

3999 Purpose: Establish professional goals, review job duties, and clarify performance expectations for the
4000 upcoming evaluation cycle.

4001 Topics for Discussion:

- 4002 • Review of contractual obligations.
- 4003 • Expectations for instructional quality, assessment, and student engagement.
- 4004 • Departmental service and college committee responsibilities.
- 4005 • Professional development or scholarly goals for the MCC cycle.
- 4006 • If teaching online, note how RSI will be met.

4007 Faculty Goals: [text box]

4008 Supervisor Notes/Feedback: [text box]

4009 Faculty Member: [insert digital signature] Supervisor: [insert digital signature]

4010 **Section 2 — Year 2: Mid-Cycle Check-In**

4011 Purpose: Progress review and discussion between faculty and supervisor.

4012 Topics for Discussion:

- 4013 • Review of contractual obligations.
- 4014 • Reflection on progress toward MCC goals.
- 4015 • Professional development activities completed or planned.
- 4016 • Supervisor feedback on growth and performance.

4017 Summary of Progress and Discussion Points: [text box]

4018 Next Steps/Updated Goals (if applicable): [text box]

4019 Supervisor Notes/Feedback: [text box]

4020 Faculty Member: [insert digital signature] Supervisor: [insert digital signature]

4021 **Section 3a — Year 3: Face-to-face Classroom Observation**

4022 *Classroom performance and overall professional effectiveness using at most one (1), fifty (50) minute*
4023 *observation during year three (3).*

4024 Observation Details:

4025 Course Observed: [text box] Date of Observation: [text box]

4026 Observer* (if not the supervising administrator): [text box]

4027 Observation Criteria:

4028 *Refer to the Observation: Criteria and Performance Level Descriptions when creating observation*
4029 *narratives.*

4030 • *Instructional Clarity & Organization*

4031 Comments: [text box]

4032 • *Interaction*

4033 Comments: [text box]

4034 • *Classroom Management*

4035 Comments: [text box]

4036 Supervisor's evaluation of the face-to-face classroom observation:

4037 Summary of Strengths: [text box]

4038 Areas for Improvement (if applicable): [text box]

4039 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation

4040 **Section 3b — Year 3: Online Classroom Observation/Conversation (if applicable)**

4041 *Online course design, instructional engagement, and overall professional effectiveness in the virtual*
4042 *environment.*

4043 Observation Details:

4044 Course Observed: [text box] Date of Observation: [text box]

4045 Observer* (if not the supervising administrator): [text box]

4046 Observation Criteria:

4047 *Refer to the Observation: Criteria and Performance Level Descriptions when creating observation*
4048 *narratives.*

4049 • *Course Organization & Navigation*

4050 Comments: [text box]

4051 • *Instructor Presence & Communication*

4052 Comments: [text box]

4053 • *Quality of Feedback*

4054 Comments: [text box]

4055 • *Accessibility*

4056 Comments: [text box]

4057 Supervisor's evaluation of the online classroom observation:

4058 Summary of Strengths: [text box]

4059 Areas for Improvement (if applicable): [text box]

4060 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation

4061 **Section 4 — Evaluation Conference and Overall Rating**

4062 Purpose: To summarize the faculty member's overall performance over the evaluation period, based on
4063 contractual duties, professionalism and collegiality, professional responsibilities, and results of
4064 classroom observation(s) (face-to-face and/or online).

4065 Topics for Discussion:

- 4066 • Overall fulfillment of teaching, service, and professional development expectations.
- 4067 • Contributions to department or college initiatives.
- 4068 • Reflection on progress toward goals.
- 4069 • Recommendations for continued growth.

4070 Comments: [text box]

4071 Supervisor's Overall Evaluation:

4072 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation ☐ Exceptional

4073 **Section 5 — Improvement Plan (required if the rating is below Meets Expectation)**

4074 Time frame for determining improvement (must be at least one semester): [text box]

4075 Improvement plan: [text box]

4076 **Section 6 — Faculty Comments**

4077 Faculty may provide comments on the evaluation, conference discussion, or the improvement plan (if
4078 provided).

4079 Faculty Comments: [text box]

4080 **Section 7 — Signatures**

4081 My signature indicates that I have reviewed and discussed this evaluation. It does not necessarily signify
4082 agreement.

4083 Faculty Member: [insert digital signature]

4084 Supervising Administrator: [insert digital signature]

4085 Observer* (if not the Supervising Administrator): [insert digital signature]

4086 *Must verify that the observation information is accurate as entered on this evaluation.

4087 **APPENDIX N—Non-Tenured Faculty Performance Review Form**

4088 Faculty Name: [text box] Supervising Administrator: [text box]

4089 Campus: [text box] Discipline/Institute: [text box]

4090 Hire Date: [text box]

4091 Evaluation Period: From [text box] to [text box]

4092 **Section 1 — Goal Setting and Expectations Conference**

4093 Purpose: Establish professional goals, review job duties, and clarify performance expectations for the
4094 upcoming evaluation cycle.

4095 Topics for Discussion:

- 4096 • Review of contractual obligations.
- 4097 • Expectations for instructional quality, assessment, and student engagement.
- 4098 • Departmental service and college committee responsibilities.
- 4099 • Professional development or scholarly goals.
- 4100 • If teaching online, note how RSI will be met.

4101 Faculty Goals: [text box]

4102 Supervisor Notes/Feedback: [text box]

4103 Faculty Member: [insert digital signature] Supervisor: [insert digital signature]

4104 **Section 2 — Mid-Year Check-In**

4105 Purpose: Progress review and discussion between faculty and supervisor.

4106 Topics for Discussion:

- 4107 • Review of contractual obligations.
- 4108 • Reflection on progress toward goals.
- 4109 • Professional development activities completed or planned.
- 4110 • Supervisor feedback on growth and performance.

4111 Summary of Progress and Discussion Points: [text box]

4112 Next Steps/Updated Goals (if applicable): [text box]

4113 Supervisor Notes/Feedback: [text box]

4114 Faculty Member: [insert digital signature] Supervisor: [insert digital signature]

4115 **Section 3a — Face-to-face Classroom Observation**

4116 *Classroom performance and overall professional effectiveness.*

4117 Observation Details:

4118 Course Observed: [text box] Date of Observation: [text box]

4119 Observer* (if not the supervising administrator): [text box]

4120 Observation Criteria:

4121 *Refer to the Observation: Criteria and Performance Level Descriptions when creating observation*
4122 *narratives.*

4123 • *Instructional Clarity & Organization*

4124 Comments: [text box]

4125 • *Interaction*

4126 Comments: [text box]

4127 • *Classroom Management*

4128 Comments: [text box]

4129 Supervisor's evaluation of the face-to-face classroom observation:

4130 Summary of Strengths: [text box]

4131 Areas for Improvement (if applicable): [text box]

4132 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation

4133 **Section 3b — Online Classroom Observation/Conversation (if applicable)**

4134 *Online course design, instructional engagement, and overall professional effectiveness in the virtual*
4135 *environment.*

4136 Observation Details:

4137 Course Observed: [text box] Date of Observation: [text box]

4138 Observer* (if not the supervising administrator): [text box]

4139 Observation Criteria:

4140 *Refer to the Observation: Criteria and Performance Level Descriptions when creating observation*
4141 *narratives.*

4142 • *Course Organization & Navigation*

4143 Comments: [text box]

4144 • *Instructor Presence & Communication*

4145 Comments: [text box]

4146 • *Quality of Feedback*

4147 Comments: [text box]

4148 • *Accessibility*

4149 Comments: [text box]

4150 Supervisor's evaluation of the online classroom observation:

4151 Summary of Strengths: [text box]

4152 Areas for Improvement (if applicable): [text box]

4153 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation

4154 **Section 4 — Evaluation Conference and Overall Rating**

4155 Purpose: To summarize the faculty member's overall performance over the evaluation period, based on
4156 contractual duties, professionalism and collegiality, professional responsibilities, and results of
4157 classroom observation(s) (face-to-face and/or online).

4158 Topics for Discussion:

- 4159 • Overall fulfillment of teaching, service, and professional development expectations.
- 4160 • Contributions to department or college initiatives.
- 4161 • Reflection on progress toward goals.
- 4162 • Recommendations for continued growth.

4163 Comments: [text box]

4164 Supervisor's Overall Evaluation:

4165 ☐ Unsatisfactory ☐ Development Needed ☐ Meets Expectation ☐ Exceptional

4166 **Section 5 — Improvement Plan (required if the rating is below Meets Expectation)**

4167 Time frame for determining improvement (must be at least one semester): [text box]

4168 Improvement plan: [text box]

4169 **Section 6 — Faculty Comments**

4170 Faculty may provide comments on the evaluation, conference discussion, or the improvement plan (if
4171 provided).

4172 Faculty Comments: [text box]

4173 **Section 7 — Signatures**

4174 My signature indicates that I have reviewed and discussed this evaluation. It does not necessarily signify
4175 agreement.

4176 Faculty Member: [insert digital signature]

4177 Supervising Administrator: [insert digital signature]

4178 Observer* (if not the Supervising Administrator): [insert digital signature]

4179 *Must verify that the observation information is accurate as entered on this evaluation.

4180 **APPENDIX O—Peer Evaluation**

4181 ____ Discipline Manager ____ Program Manager ____ Program Coordinator

4182 ____ Performing Arts Coordinator ____ Other: _____

4183 Your coordinator/manager is: _____

4184 All coordinators/managers will be evaluated by the members of their program(s) each year. The
 4185 evaluations will be sent directly to the Supervising Administrator. Coordinators/managers will receive
 4186 copies of the evaluations. This form provides the opportunity to express your views. Your answers are
 4187 important because they help improve the institutional effectiveness of Eastern Florida State College.
 4188 Although you will remain anonymous, the following information puts the evaluation in context. I am a:

4189 _____ Full-time Faculty Member _____ Adjunct Faculty Member

4190 Please indicate your agreement with the following statements using the following designations: SA =
 4191 Strongly Agree, A = Agree, D = Disagree, SD = Strongly Disagree, NA = Not Observable/Not Applicable

4192 This individual:

	SA	A	D	SD	NA
1. Was accessible					
2. Worked to solve FT and adjunct related problems that I brought to their attention					
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. Was well organized					
8. Collaborated with FT and PT faculty to generate class schedules that were best for students					
9. Demonstrated knowledge of Eastern Florida policies and procedures					
10. Encouraged departmental collaboration					
11. Worked with faculty in the program to identify supply and capital equipment needs					
12. Encouraged student retention efforts					

4193
 4194 Please provide feedback regarding their leadership, professionalism, and job knowledge:

4195 [insert text box]

4196 **APPENDIX P—Discipline Manager Evaluation Performance Review Form**

4197 Name: _____ B#: _____

4198 Discipline/Institute: _____ Campus: _____

4199 Supervising Administrator: _____

4200 Term Limit Date: _____ Performance Review Date: _____

4201 **I. Collaborative Evaluation Statement:**

4202 Faculty Supervisor (check one):

4203 _____ I affirm that the applicable primary duties and other responsibilities as contained in the Discipline
4204 Manager Responsibility Checklist have been met. See Attached.

4205 _____ I attest that all applicable primary duties and other responsibilities as contained in the faculty
4206 contract have not been met. The areas deficient are:

4207 {insert text box}

4208 **III. Based upon this evaluation, I consider the Discipline Manager's overall performance to be:**

4209 _____ A. Satisfactory

4210 _____ B. Satisfactory, but needs improvement (complete section IV below)

4211 _____ C. Unsatisfactory (complete section IV below)

4212 Comments:

4213 [insert text box]

4214 **IV. Plan of Action (if necessary):**

4215 [insert text box]

4216 Supervisor's Signature: _____ Date: _____

4217 Supervisor's Printed Name: _____

4218 Discipline Manager's Signature: _____ Date: _____

4219 Discipline Manager's Printed Name: _____

4220 **APPENDIX Q—Program Manager Evaluation Performance Review Form**

4221 Name: _____ B#: _____

4222 Program/Institute: _____ Campus: _____

4223 Supervising Administrator: _____

4224 Term Limit Date: _____ Performance Review Date: _____

4225 **I. Collaborative Evaluation Statement:**

4226 Faculty Supervisor (check one):

4227 _____ I affirm that the applicable primary duties and other responsibilities in the Program Manager
4228 Responsibilities Checklist have been met. See Attached.

4229 _____ I attest that all applicable primary duties and other responsibilities as contained in the faculty
4230 contract have not been met. The areas deficient are:

4231 {insert text box}

4232 **II. Based upon this evaluation, I consider the Program Manager's overall performance to be:**

4233 _____ A. Satisfactory

4234 _____ B. Satisfactory, but needs improvement (complete section III below)

4235 _____ C. Unsatisfactory (complete section III below)

4236 Comments:

4237 [insert text box]

4238 **III. Plan of Action (if necessary):**

4239 [insert text box]

4240 Supervisor's Signature: _____ Date: _____

4241 Supervisor's Printed Name: _____

4242 Program Manager's Signature: _____ Date: _____

4243 Program Manager's Printed Name: _____

4244 **APPENDIX R—Coordinator Evaluation Performance Review Form**

4245 Name: _____ B#: _____

4246 Discipline/Program/Institute: _____ Campus: _____

4247 Supervising Administrator: _____

4248 Term Limit Date: _____ Performance Review Date: _____

4249

4250 **I. Collaborative Evaluation Statement:**

4251 Faculty Supervisor (check one):

4252 _____ I affirm that the applicable primary duties and other responsibilities defined in the Coordinator's
4253 Responsibilities Checklist applicable to the position have been met. See attached.

4254 _____ I attest that all applicable primary duties and other responsibilities as contained in the faculty
4255 contract have not been met. The areas deficient are:

4256 {insert text box}

4257 **III. Based upon this evaluation, I consider the Coordinator's overall performance to be:**

4258 _____ A. Satisfactory

4259 _____ B. Satisfactory, but needs improvement (complete section IV below)

4260 _____ C. Unsatisfactory (complete section IV below)

4261 Comments:

4262 [insert text box]

4263 **IV. Plan of Action (if necessary):**

4264 [insert text box]

4265 Supervisor's Signature: _____ Date: _____

4266 Supervisor's Printed Name: _____

4267 Coordinator's Signature: _____ Date: _____

4268 Coordinator's Printed Name: _____

4269 **APPENDIX S—Curriculum Workflow**

4270 **Any edits are sent back to faculty for review and approval.**

Course Workflow		
Step	Role	Edit Role
1	Program or Discipline Manager	Edit, Approve
2	ADG Chair	Edit, Approve
3	Curriculum Staff	Edit, Approve
4	CDC Team Reviewer	Edit, Approve
5	CDC Chair	Edit, Approve
6	AC Chair	Approve Only
7	Administration	Approve Only
8	Curriculum Director	Edit, Approve (Final Action)

4271

Miscellaneous Requests Workflow		
Step	Role	Edit Role
1	Curriculum Staff	Edit, Approve
2	CDC Chair	Edit, Approve
3	AC Chair	Approve Only
4	Administration	Approve Only
5	Curriculum Director	Edit, Approve (Final Action)

4272

Lab Fee Justification		
Step	Role	Edit Role
1	PM or Discipline Manager	Edit, Approve
2	ADG Chair	Edit, Approve
3	Curriculum Staff	Edit, Approve
4	CDC Team Reviewer	Edit, Approve
5	CDC Chair	Edit, Approve
6	AC Chair	Approve Only
7	Administration	Approve Only
8	Curriculum Director	Edit, Approve (Final Action)

4273

Program Workflows		
Step	Role	Edit Role
1	PM or Discipline Manager	Edit, Approve
2	ADG Chair	Edit, Approve
3	Institutional Effectiveness	Edit, Approve (Learning Outcomes)
4	Financial Aid	Edit, Approve (Financial Aid Y—N)
5	Curriculum Staff	Edit, Approve
6	CDC Team Reviewer	Edit, Approve
7	CDC Chair	Edit, Approve
8	AC Chair	Approve Only
9	Administration	Approve Only
10	Curriculum Director	Edit, Approve (Final Action)

4274

This section is to be completed by the Supervising Administrator at the location of the vacancy	
The Supervising Administrator makes the following recommendation for transfer:	
Transfer recommended	Yes _____
Transfer denied	Yes _____
If the transfer has been denied by the Supervising Administrator, the following space shall be used for justification of the denial of the transfer:	
_____ Signature of Supervising Administrator	_____ Date

4276

This section to be completed by the College President or designee	
The College President or designee makes the following decision for transfer:	
Transfer approved	Yes _____
Transfer denied	Yes _____
If the transfer has been denied by the College President or designee, the following space shall be used for justification of denial of transfer:	
_____ Signature of College President or designee	_____ Date

4277

4278

4279

4280

If more than one faculty member has requested a transfer to the open position, the Supervising Administrator shall use the process outlined in the Vacancies/Transfers subsection of the Faculty Rights Article.

4281 **APPENDIX U—Student Course Opinion Form**

4282 This content is contained in the Online Student Course Opinion Survey.

4283 Completing the Student Course Opinion Form allows you to anonymously express your opinion about
4284 your course, including your instructor, course content, and overall course experience. Submitting the
4285 questionnaire is optional and will NOT affect your grade. A summary of all student responses by course
4286 will NOT be available to the instructor until after final grades are available to students.

4287 Some questions included on this form are designed to gain context for your responses. There is no
4288 intent to collect information that identifies you, and responses will remain anonymous.

4289 Please choose one of the following responses for each of the statements below.

4290
4291 A = Agree
4292 N = Neutral
4293 D = Disagree
4294

Instruction	A	N	D
1. The syllabus included clear grading policies and course procedures.			
2. The instructor followed the provided syllabus.			
3. The instructional material was well organized.			
4. The instructor explained the material in a clear manner.			
5. The instructor demonstrated a thorough knowledge of the subject.			
6. The instructor created an environment in which I felt free to ask questions and participate in class discussions.			
7. The instructor returned graded assignments in the timeframe as outlined in the syllabus.			
8. The instructor offered specific suggestions for improving my work.			
9. The instructor was accessible during posted advisement hours.			
10. The instructor responded to my messages within two business days (M-F).			
11. The assignments were related to the course.			
12. The assignment and exam instructions were clear and effective.			

4295

4296 Included with the questions above, the survey will also include one of the following based on the
4297 modality of the course:

Face-to-Face Course	A	N	D
13. The class meetings were held as scheduled.			
14. The technology was used effectively.			

4298

4299

Combined Lecture/Lab Course	A	N	D
13. The class meetings were held as stated in the syllabus.			
14. The technology was used effectively.			
15. The space was well-maintained (ex., clean, organized, safe).			
16. The laboratory-specific instruction was clear and easy to follow.			
17. The instructor made me aware of safety protocols.			
18. The laboratory activities helped me understand the course content.			
Hybrid Course	A	N	D
13. The class meetings were held as stated in the syllabus.			
14. The technology was used effectively.			
15. The instructor interacted with me in the online portion of the course.			
16. I was able to access information, activities, and assignments easily.			
Online Course	A	N	D
13. The instructor interacted with me during the course.			
14. The course activities prepared me to complete my graded assignments.			
15. I was able to access information, activities, and assignments easily.			
Laboratory Course	A	N	D
13. The laboratory space was well-maintained (ex., clean, organized, safe).			
14. The laboratory-specific instruction was clear and easy to follow.			
15. The instructor made me aware of laboratory safety protocols.			
16. The laboratory activities helped me understand the course content.			
Clinical/Internship Course	A	N	D
13. The clinical/internship supervising faculty member was available to answer my questions and address my concerns.			

4300

4301 **Open-Ended Questions**

4302 A. What aspects of the course were most valuable to your learning?

4303 [insert text box]

4304

4305 B. When this class is taught again, what changes would you suggest?

4306 [insert text box]

4307

4308 C. What additional information would you like to provide about your experience in the course?

4309 [insert text box]

4310 **APPENDIX V—Student Academic Dispute Resolution Process**

4311 **Policy:**

4312 The policies and procedures for resolving disputes over final grades are intended to consider the
4313 College’s responsibility to both students and faculty. They do not invalidate any requirements mandated
4314 by a course curriculum, i.e., department-sponsored final exams, or requirements to enter or remain in a
4315 specific program. The academic prerogatives of faculty at Eastern Florida State College (EFSC) regarding
4316 specific course assignments or stated policies on a syllabus or other formal course-related materials
4317 cannot be challenged or appealed through this process.

- 4318 A. Students have recourse through the Student Academic Dispute Resolution process to seek a
4319 fair determination for a final course grade. Final grades of “W”, and “I”, based upon the
4320 failure of the student to take the final examination, excessive absences, or other
4321 administrative reasons may not be grieved to the Student Final Grade Dispute Resolution
4322 Committee.
- 4323 B. The Chief Academic Officer of the College shall have the authority to authorize a change to a
4324 final course grade upon the recommendation for grade change resulting from the
4325 conclusion of a Level Three appeal as outlined below.
- 4326 C. The Dean of the program/discipline shall establish a Student Final Grade Resolution
4327 Committee. Each committee will be composed of three (3) tenured faculty members. Each
4328 member shall serve for one (1) calendar year but may be reappointed for additional one-
4329 year terms. The respective Dean shall appoint the Chair of each committee.

4330 **Procedure:**

4331 If a student thinks that a final course grade was assigned arbitrarily or capriciously, in violation of
4332 College policy, or was not calculated in accordance with the grading system as defined by the faculty
4333 member, the student shall have recourse through the Student Academic Dispute Resolution process to
4334 seek a fair determination of the grievance.

- 4335 A. Student Final Grade Resolution process:
- 4336 1. Level One: The first step in the resolution process shall be an informal conference
4337 between the student and the faculty member about the assigned final grade.

2. Level Two: If the differences have not been resolved at the first level, the second step in the resolution process shall be an informal conference between the student and the Collegewide Chair (CWC) or other immediate supervisor of the faculty member, and subsequently, if deemed necessary by the CWC or other supervisor, joined by the faculty member.
3. Level Three: If the differences have not been resolved at the second level, then within sixty (60) days after the final course grades are distributed to students from the Office of the Registrar the student may appeal either to the Dean (option 1 below) or the Student Final Grade Resolution Committee (options 2 below), not both. The resulting decision on the appeal in either case is final. No further appeal shall be provided. This alternative is not available for the review of final grades of “W” or “I” based upon the failure of the student to take the final examination, excessive absences, or other administrative reasons.
 - a. Option 1: The student will request a conference with the appropriate Dean by obtaining the appropriate forms and submitting them to the Dean’s office. If deemed necessary by the Dean, the conference may include the faculty member and their immediate supervisor. The Dean shall act only upon a complaint that a final course grade was assigned arbitrarily or capriciously, in violation of College policy, in substantial and material noncompliance with the course syllabus or other formal course-related materials, or was not calculated in accordance with the grading system as defined by the faculty member. A student who chooses this option may not also choose to request the review of the Student Final Grade Resolution Committee (option 2). In the case of a denial of a grade change, the decision of the Dean shall be final. If a final course grade change is recommended by the Dean, the Dean may recommend to the faculty member that the grade be changed, or in the absence of faculty concurrence, shall forward a recommendation to the Chief Academic Officer, who in concurrence may inform the College Registrar to make the grade change. No further appeal shall be provided.

- b. Option 2: The student will request a review by the Student Final Grade Resolution Committee by obtaining the appropriate forms and submitting them to the Dean's office. The review will be conducted as outlined below. A student who chooses this option may not also choose a conference with the appropriate Dean (option 1). This alternative is not available for the review of final grades of "W" or "I" based upon the failure of the student to take the final examination, excessive absences, or other administrative reasons.

A. Student Final Grade Resolution Committee review process:

1. The request for review shall be presented to the Student Final Grade Resolution Committee by the student through the submission of the completed forms (the Student Final Grade Resolution Checklist and Petition) to the program/discipline Dean's office. These forms must be received in the appropriate Dean's office within sixty (60) days after the final course grades are distributed to students from the Registrar's Office. Upon receipt of the form, the Dean will notify the committee Chair, who shall send copies of the form to the faculty member and the committee members.
2. The Student Final Grade Resolution Committee shall act only upon a complaint that a final course grade was assigned arbitrarily or capriciously, in violation of College policy, in substantial and material noncompliance with the course syllabus or other formal course-related materials, or was not calculated in accordance with the grading system as defined by the faculty member.
3. The Student Final Grade Resolution Committee shall conduct its review in a prompt manner.
4. The following rules shall govern the conduct of the committee review conference:
 - a. A quorum for each review conference shall consist of no fewer than all three (3) members.
 - b. The student shall be given an opportunity to provide the committee Chair, within five (5) business days prior to the review conference, with an advance copy of materials, a list or summary of major issues, and a list of persons expected to be asked by the student to attend the review

- 4399 conference. The committee will determine what materials and who will be
4400 included in the review conference; however, the committee shall afford the
4401 student with a fair opportunity to present his/her position and all pertinent
4402 facts supporting his/her position.
- 4403 c. The involved faculty member at his/her discretion may elect to appear or
4404 not to appear at the review conference although the faculty member is
4405 encouraged to do so. However, the faculty member shall provide the
4406 committee with his/her course syllabus and/or other formal course-related
4407 materials by which the student's final grade was determined and a
4408 memorandum of response to the student's complaint which shall set forth
4409 the evaluation system used in the course and the means by which the final
4410 course grade was assigned to the student. The student shall not have
4411 access to the professor's grade book.
- 4412 d. Should the student indicate on his/her petition the intention of attending
4413 the review conference and fail to appear without timely prior notification to
4414 the Chair, the committee may elect to terminate the matter without further
4415 consideration.
- 4416 e. The committee shall review the student's complaint in an informal, non-
4417 legalistic manner according to procedures determined by the committee
4418 that shall ensure that pertinent information is made available to the
4419 committee, and, promptly following the review conference, the Chair shall
4420 make the written recommendation of the committee to the Dean. The
4421 committee's recommendation shall contain a summary of the conclusions of
4422 the committee. A copy of the recommendation of the committee shall be
4423 furnished to the student and the involved faculty member.
- 4424 f. If a final course grade change is recommended by the Student Final Grade
4425 Resolution Committee, then the Dean may recommend to the faculty
4426 member that the grade be changed, or in the absence of faculty
4427 concurrence, the Dean shall forward a recommendation to the Chief
4428 Academic Officer, who in concurrence may inform the Registrar's Office to
4429 make the grade change. No further appeal shall be provided. Copies of the

- 4430 recommendation of the committee and decision of the Dean shall be sent to
4431 the student, the faculty member, the Collegewide Chair, and the Chair of
4432 the Student Final Grade Resolution Committee.
- 4433 g. If a final course grade change is not recommended by the Student Final
4434 Grade Resolution Committee, the Dean shall issue a memorandum to that
4435 effect. No further appeal shall be provided. Copies of the recommendation
4436 of the committee shall be sent to the student, the faculty member, the
4437 Collegewide Chair, and the Chair of the Student Final Grade Resolution
4438 Committee.
- 4439 5. The office of the respective Dean shall maintain appropriate files.
- 4440 B. Retaliation against a student by a faculty member for participating in this process is
4441 prohibited.

4442 **APPENDIX W—Notice of Intent to Impose Disciplinary Action**

4443 This document shall serve as a written notice of proposed disciplinary action to be taken against:

4444 _____ and is being provided to the above-named person pursuant
4445 to the Disciplinary Actions and Procedures Article of the EFSC/UFF-Brevard Agreement 2024-2027.

4446 The proposed disciplinary action to be taken is (check one of the following):

4447 _____ Written Warning (File with Human Resources)

4448 _____ Reprimand (File with Human Resources)

4449 _____ Suspension (File with Human Resources)

4450 _____ Termination (File with Human Resources)

4451 This proposed disciplinary action is based on behavior that is considered to be in violation of College
4452 Procedures and/or Policies. Specifically, this is in reference to:

4453 {insert text box}

4454 Pursuant to Article 17.2(B) (2), you have the right to respond to this notice of proposed discipline, in
4455 writing within 10 days of receipt herein before any disciplinary action can be taken. Furthermore, you
4456 have the right to union representation during any investigatory questioning that may reasonably be
4457 expected as a result of this proposed disciplinary action.

4458 This action is subject to Grievance and Arbitration Article of the EFSC/UFF-Brevard 2024-2027
4459 Agreement.

4460 Supervising Administrator's Signature: _____ Date: _____

4461 Supervising Administrator's Printed Name: _____

4462 *Receipt of this memorandum and the contents herein is hereby acknowledged:*

4463 Faculty Member's Signature: _____ Date: _____

4464 Faculty Member's Printed Name: _____

4465 **APPENDIX X—United Faculty of Florida/Eastern Florida State College Grievance Form**

4466 GREIVANT Name: _____

4467 Mailing Address: _____

4468 _____

4469 Phone: _____

4470 GRIEVANCE REPRESENTATIVE Name: _____

4471 Mailing Address: _____

4472 _____

4473 Phone: _____

4474 Date of Occurrence: _____

4475 Grievance Level: _____

4476 Statement of Facts:

4477 [insert text box]

4478 Citation of Articles Violated: _____

4479 Remedy Sought:

4480 [insert text box]

4481

Signature of Grievant

Date

Received by:

Date

4482

4483 **APPENDIX Y—United Faculty of Florida/Eastern Florida State College Notice of Arbitration**

4484 The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection
4485 with the decision of the College dated _____ and received by the UFF State Office on
4486 _____ in this grievance of:

4487 Name: _____

4488 Date of Filing: _____

4489 The following statement of issue(s) before the Arbitrator is proposed:

4490 This notice was filed with _____ on _____ by:

4491 _____ Mail (certified or registered, restricted delivery, return receipt requested);

4492 _____ Personal delivery;

4493 _____ Other (Specify) _____

4494 Date of receipt by EFSC: _____

4495 _____

4496 Signature of UFF Service Unit Director/Executive Director/or designee

4497 I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the College
4498 or its representatives to use, during the arbitration proceedings, copies of any materials in my
4499 evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

4500 _____

4501 Signature of Grievant

4502

4503 This notice should be sent to:

4504 Faculty Relations

4505 Eastern Florida State College