



**Agreement Between the**

**HILLSBOROUGH COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

**AND THE**

**FACULTY UNITED SERVICE ASSOCIATION**

*An affiliate of the United Faculty of Florida, Florida Education Association, National Education Association, and the American Federation of Teachers (AFL – CIO)*

**August 11, 2022 to the beginning of the 2025 - 2026 academic year as set forth in Section 4.1  
Duration.**



**TABLE OF CONTENTS**

**ARTICLE 1: INTRODUCTORY CLAUSE ..... 1**

**ARTICLE 2: DEFINITIONS..... 2**

2.1 ACADEMIC DIVISION CHAIR.....2

2.2 ACADEMIC SEMESTER .....2

2.3 ACADEMIC TERM .....2

2.4 ADMINISTRATION .....2

2.5 ADMINISTRATOR.....2

2.6 AGREEMENT .....2

2.7 ASSOCIATION/UNION .....2

2.8 BARGAINING UNIT.....2

2.9 BOARD.....3

2.10 CAMPUS PRESIDENT .....3

2.11 CLASSROOM.....3

2.12 COLLEGE .....3

2.13 COLLEGE PRESIDENT .....3

2.14 CONTRACT CLASSIFICATIONS .....3

2.15 CONTRACT DURATIONS .....3

2.16 DAILY RATE OF PAY CALCULATION .....4

2.17 DAYS .....4

2.18 DISCIPLINE CHAIR.....4

2.19 EXECUTIVE DIRECTOR OF HUMAN RESOURCES .....4

2.20 FACULTY CLASSIFICATIONS .....4

2.21 IN-SERVICE DAY .....5

2.22 INSTRUCTIONAL DEPARTMENT CHAIR.....5

2.23 PROGRAM MANAGER .....5

2.24 TEXTBOOKS.....6

2.25 WORK/CONTRACT HOURS.....6

**ARTICLE 3: RECOGNITION ..... 7**

**ARTICLE 4: GENERAL PROVISIONS..... 8**

4.1 DURATION .....8

4.2 SEVERABILITY .....8

4.3 WAIVER .....8

4.4 GENDER NEUTRALITY .....8

4.5 PROTECTION AGAINST DISCRIMINATION .....8

4.6 DRUG-FREE WORKPLACE.....9

4.7 FORMS.....9

4.8 NON-ASSIGNMENT.....10

4.9 CONTROLLING CLAUSE .....10

4.10 NO STRIKE .....10

4.11 CULTURAL DIVERSITY .....10

4.12 LIMITATION OF WAIVERS.....10

**ARTICLE 5: UNION RIGHTS ..... 11**

5.1 MEMBERSHIP DUES.....11

5.2 FACILITATION OF FACULTY RELATIONS.....11

5.3 INTERNAL MAIL SERVICE.....12

5.4 BULLETIN BOARDS.....12

5.5 ACCESS TO FACILITIES.....12

5.6	ACCESS TO INFORMATION .....	12
5.7	COLLEGE PRESIDENT’S MEETING WITH UNION .....	13
5.8	UNIT INTEGRITY .....	13
5.9	UFF-PAC DEDUCTIONS .....	13
<b>ARTICLE 6: FACULTY RIGHTS .....</b>		<b>15</b>
6.1	BARGAINING UNIT RIGHTS .....	15
6.2	ACADEMIC FREEDOM .....	15
6.3	NON-DISCRIMINATION .....	15
6.4	INVOLUNTARY CHANGE IN STATUS.....	15
6.5	DUE PROCESS.....	15
6.6	VACANCIES/TRANSFERS.....	16
6.7	RIGHT TO PRIVACY .....	17
6.8	PERSONNEL FILES .....	17
6.9	ROYALTIES, COPYRIGHTS AND PATENTS .....	17
6.10	LEGAL ASSISTANCE .....	18
6.11	OUTSIDE EMPLOYMENT.....	18
6.12	OFFICE SECURITY .....	18
6.13	WORKERS' COMPENSATION .....	18
6.14	ACCESS TO OFFICES .....	18
6.15	CONSULTANT FEES .....	19
6.16	TENURE AND CONTINUING CONTRACT .....	19
6.17	PROFESSIONAL RANK .....	26
6.18	SELECTION OF NEW FACULTY.....	28
6.19	ACCESS TO COLLEGE MAIL .....	29
6.20	ENHANCEMENT OF PROFESSIONAL SKILLS .....	30
6.21	COMMITTEES .....	31
6.22	UNION REPRESENTATION.....	32
6.23	RETIRED FACULTY MEMBERS.....	32
6.24	MINIMUM CREDENTIALS .....	32
<b>ARTICLE 7: MANAGEMENT RIGHTS .....</b>		<b>34</b>
7.1	RETENTION OF MANAGERIAL RIGHTS .....	34
<b>ARTICLE 8: FACULTY WORKING CONDITIONS.....</b>		<b>36</b>
8.1	FACULTY CONTRACTS.....	36
8.2	RESPONSIBILITIES .....	37
8.3	INSTRUCTIONAL FACULTY LOAD POINT SYSTEM.....	51
8.4	MEETING LOAD POINT OBLIGATIONS .....	55
8.5	INSTRUCTIONAL FACULTY OVERLOADS.....	55
8.6	LIBRARIAN/COUNSELOR INSTRUCTIONAL OVERLOAD.....	57
8.7	SUPPLEMENTAL ACTIVITY AGREEMENT OR RELEASE TIME FOR NON-INSTRUCTIONAL DUTIES .....	57
8.8	SUBSTITUTE TEACHING.....	58
8.9	CLASS OBSERVATIONS.....	58
8.10	CLASS SURVEILLANCE .....	58
8.11	LOUNGE FACILITIES.....	58
8.12	PARKING .....	58
8.13	TELEPHONE.....	58
8.14	SAFE WORKING CONDITIONS.....	59
8.15	TRAVEL EXPENSES .....	59
8.16	ASSAULT, BATTERY, OR THREATS OF INJURY BY A STUDENT .....	59
8.17	CLASS DISRUPTION .....	59
8.18	DUPLICATION FACILITIES.....	60

8.19	OFFICE ASSIGNMENT .....	60
8.20	GRADING SYSTEM .....	60
8.21	CLASS SCHEDULING .....	60
8.22	GRADUATION .....	61
8.23	SALARY CHECKS .....	62
8.24	CLASS LOCATION ADJUSTMENTS .....	62
8.25	TEXTBOOK SELECTION .....	62
8.26	SUPPLIES .....	64
8.27	ELECTRONIC MAIL .....	64
<b>ARTICLE 9: FACULTY EVALUATION AND DEVELOPMENT .....</b>		<b>65</b>
9.1	PERFORMANCE EVALUATION OF FACULTY .....	65
9.2	FACULTY DEVELOPMENT.....	69
9.3	POST-TENURE/CONTINUING CONTRACT AWARD REVIEW .....	69
<b>ARTICLE 10: REDUCTION-IN-FORCE .....</b>		<b>73</b>
10.1	REDUCTION-IN-FORCE (RIF) .....	73
10.2	REDUCTION-IN-FORCE PROCEDURE .....	73
<b>ARTICLE 11: GRIEVANCE AND ARBITRATION .....</b>		<b>76</b>
11.1	GRIEVANCE.....	76
<b>ARTICLE 12: LEAVES OF ABSENCE .....</b>		<b>84</b>
12.1	SICK LEAVE .....	84
12.2	INJURY/ILLNESS IN-THE-LINE-OF-DUTY LEAVE .....	85
12.3	PERSONAL LEAVE .....	86
12.4	ADMINISTRATIVE LEAVE FOR COURT PURPOSES .....	86
12.5	VACATION LEAVE .....	87
12.6	TEMPORARY DUTY LEAVE .....	87
12.7	SABBATICAL LEAVE .....	87
12.8	PROFESSIONAL LEAVE .....	90
12.9	PERSONAL LEAVE WITHOUT PAY.....	91
12.10	PARENTAL LEAVE .....	91
12.11	MILITARY LEAVE .....	92
12.12	FAMILY MEDICAL LEAVE ACT LEAVE .....	92
<b>ARTICLE 13: HEALTH AND WELFARE BENEFITS .....</b>		<b>93</b>
13.1	SICK LEAVE POOL .....	93
13.2	MEDICAL, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE.....	94
13.3	EMPLOYEE ASSISTANCE PLANS.....	95
13.4	PERSONAL RETIREMENT OR INVESTMENT PROGRAMS.....	95
13.5	TUITION FEE WAIVER.....	95
13.6	CONTINUANCE OF BENEFITS .....	95
13.7	INSURANCE CONTRACT GOVERNANCE .....	95
13.8	401(A) ACCOUNT .....	95
<b>ARTICLE 14: ECONOMICS .....</b>		<b>97</b>
14.1	INITIAL PLACEMENT IN SALARY SCHEDULE .....	97
14.2	SALARY SCHEDULES .....	99
14.3	PROMOTIONS.....	102
14.4	OVERLOAD COMPENSATION .....	103
14.5	DEPARTMENT CHAIR, PROGRAM MANAGER, DIVISION CHAIR, AND COACH COMPENSATION .....	103
14.6	SUPPLEMENTAL ACTIVITY COMPENSATION .....	105

14.7	SUBSTITUTE TEACHING .....	106
14.8	PROFESSIONAL CONFERENCES.....	106
14.9	UNION RELEASE TIME .....	106
<b>SIGNATURES .....</b>		<b>107</b>
<b>APPENDICES.....</b>		<b>108</b>
APPENDIX A:	GRIEVANCE PROCEDURE TIMELINE AND FORMS .....	108
APPENDIX B:	INSTRUCTIONAL FACULTY PERFORMANCE EVALUATION REVIEW .....	112
APPENDIX C:	LIBRARIAN PERFORMANCE EVALUATION REVIEW.....	119
APPENDIX D:	COUNSELOR PERFORMANCE EVALUATION REVIEW .....	124
APPENDIX E:	INSTRUCTIONAL PROGRAM MANAGER ASSESSMENT .....	129
APPENDIX E:	COLLEGE-WIDE COUNSELOR PROGRAM MANAGER ASSESSMENT .....	131
APPENDIX E:	COLLEGE-WIDE LIBRARIAN PROGRAM MANAGER ASSESSMENT .....	133
APPENDIX F:	STUDENT FEEDBACK SURVEY.....	135
APPENDIX G:	REQUEST FOR ADVANCEMENT IN PROFESSIONAL RANK.....	136
APPENDIX H:	REQUEST FOR TRANSFER BY TENURED FACULTY TO INTERNAL VACANCY.....	140
APPENDIX I:	NOTIFICATION OF OUTSIDE EMPLOYMENT.....	141
APPENDIX J:	APPLICATION FOR CONTINUING CONTRACT (TENURE).....	142
APPENDIX K:	TENURE TIMELINE.....	143
APPENDIX L:	ACADEMIC DIVISION CHAIR ASSESSMENT .....	144
APPENDIX L:	INSTRUCTIONAL DEPARTMENT CHAIR ASSESSMENT .....	146
APPENDIX M:	UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM.....	148
APPENDIX N:	BASIC DUTIES OF INSTRUCTIONAL CHAIRS, INSTRUCTIONAL PROGRAM MANAGERS, AND COLLEGE-WIDE LIBRARIAN AND COUNSELOR PROGRAM MANAGERS .....	149
APPENDIX O:	BASIC DUTIES OF AN ACADEMIC DIVISION CHAIR .....	151
APPENDIX P:	TENURE COMMITTEE CHECKLIST .....	152
APPENDIX Q:	TENURE COMMITTEE CHECKLIST .....	156
APPENDIX R:	END OF YEAR VERIFICATION - LIBRARIAN FACULTY.....	158
APPENDIX S:	END OF YEAR VERIFICATION - COUNSELING FACULTY.....	160
APPENDIX T:	FACULTY PERFORMANCE IMPROVEMENT PLAN.....	162
APPENDIX V:	POST TENURE REVIEW – TIMELINE AND INSTRUCTIONS .....	164

**Article 1: Introductory Clause**

The parties to this Agreement are the District Board of Trustees of Hillsborough Community College (“Board”) and the Faculty United Service Association (“Union”), the Hillsborough Community College Chapter of the United Faculty of Florida (UFF), affiliate of the Florida Education Association (FEA), the National Education Association (NEA), the American Federation of Teachers (AFT), and the AFL-CIO.

---

## Article 2: Definitions

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

### 2.1 Academic Division Chair

A Division Chair is a faculty member who assumes responsibility for providing coordination and communication within their academic division college-wide, and for performing other related duties, which may include implementation of policies, processes, and procedures. Division chairs shall have no supervisory responsibilities with regard to other full-time faculty.

### 2.2 Academic Semester

The college recognizes three (3) academic semesters: Fall, Spring, and Summer. Semesters are established by the college calendar committee with representation from the faculty, staff, and administration.

### 2.3 Academic Term

Within each of these semesters, the college may schedule academic terms of varying length.

### 2.4 Administration

The group of employees designated by the Board as administrators.

### 2.5 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.

### 2.6 Agreement

The contract between the Board and the Union.

### 2.7 Association/Union

The Faculty United Service Association (FUSA), Hillsborough Community College chapter of the United Faculty of Florida (UFF), affiliated with the FEA, NEA, AFT, and the AFL-CIO, the exclusive certified bargaining agent of faculty in the bargaining unit.

### 2.8 Bargaining Unit

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

May 5, 1975.

**A. Included Personnel.** All full-time professional personnel with faculty status, including instructional personnel, librarians, counselors, and health service personnel.

**B. Excluded Personnel.** All other employees, including administrative, professional/managerial and classified employees, confidential employees, and security employees.

## **2.9 Board**

The District Board of Trustees of Hillsborough Community College.

## **2.10 Campus President**

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

## **2.11 Classroom**

Classroom includes both the traditional classroom and the virtual classroom, including instructional library, counseling, and learning spaces.

## **2.12 College**

Hillsborough Community College.

## **2.13 College President**

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

## **2.14 Contract Classifications**

**A. Continuing Contract.** A contract for faculty with the promise of continued employment in the absence of certain conditions, such as a just cause for dismissal or return to annual contract status, retirement, or Reduction In Force (Article 10).

**B. Annual Contract.** A provisional continuing contract line for those faculty in the process of earning a continuing contract.

## **2.15 Contract Durations**

### **A. Faculty Basic Year Contract**

The term of duty for full-time instructional faculty consisting of those class days in the Fall and Spring (except as otherwise provided in Article 8.1.A.3 for faculty members in accredited Health Science Programs) semesters plus no more than six (6) in-service days, which shall not exceed a required 160 days worked per year. The Administration will endeavor to have a faculty member's Basic Year Contract not exceed 160 days for a nine (9) Month Contract. However, faculty members on a Basic Year Contract whose contractual days are adjusted shall receive a period of at least



six (6) consecutive weeks each contractual year in which they are not on duty.

### **B. Faculty College Year Contract**

The term of duty for full-time faculty consisting of those class days in the Fall, Spring, and Summer semesters, plus no more than eight (8) in-service days, which shall not exceed 231 days worked per year. Faculty members with College Year Contracts will have their Basic Year daily rate of pay pro-rated for duty days in excess of that year's Faculty Basic Year contract.

### **C. Twelve-Month Contract**

A faculty member shall work the same number of days as the Administrative Contract for that year, which shall include paid vacation days and paid holidays. A faculty member with a Twelve-Month Contracts will have their Basic Year Daily Rate of Pay pro-rated for duty days in excess of that year's Faculty Basic Year Contract.

## **2.16 Daily Rate of Pay Calculation**

The daily rate of pay calculation for a Basic Year Contract (160 days) will be determined by dividing the number of contractual days for that academic year into the faculty member's contractual salary. A College Year Contract salary will be computed by multiplying the daily rate of pay by the number of contractual days for that year in a College Year Contract.

## **2.17 Days**

All references to days refer to working days unless otherwise specified as calendar days.

## **2.18 Discipline Chair**

A Discipline Chair is a faculty member that acts as a coordinator for communication between Campus Departments, between disciplines and Administration, and who performs significant tasks outside the scope of the primary duties described/listed for the position. Discipline chairs shall have no supervisory responsibilities with regard to other full-time faculty.

## **2.19 Executive Director of Human Resources**

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

## **2.20 Faculty Classifications**

### **A. Full-Time Faculty**

Full-time faculty include faculty on an annual contract or on a continuing contract.

- 1. Instructional Personnel.** Those faculty members whose primary responsibility is teaching.
- 2. Counselors.** Those faculty members whose primary responsibility is counseling.

- 3. Librarians.** Those faculty members whose primary responsibility lies within the Library or related area.

**B. Full-Time Temporary Faculty**

This includes full-time temporary faculty positions established for a limited period not to exceed two consecutive academic years. Temporary full-time faculty positions will be renewable on an annual basis. Temporary full-time faculty enjoy all benefits of this Agreement, except as noted in Article 8.2.D., Temporary Full-Time Faculty.

**C. Grant-Funded Faculty**

Those temporary full-time non-tenured faculty members (instructional, counseling, or library), whose positions are directly funded by grants or whose positions are funded through grant-match funding required of the college. These faculty members shall receive annual contracts with the required duties and responsibilities restricted by the terms and conditions of the grant. Grant-funded faculty positions will be renewable on an annual basis for the duration of the grant. Grant-funded faculty enjoy all benefits of this Agreement, except as noted in Article 8.2.E, Grant Funded Faculty.

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

**2.21 In-service Day**

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

**2.22 Instructional Department Chair**

An instructional faculty member who assists the dean in staffing and scheduling classes, and who performs other related duties in an academic department. Department chairs also assist with the coordination and management of the part-time faculty within the department, but have no supervisory responsibilities with regard to full-time faculty members.

**2.23 Program Manager**

**A. Instructional Program Manager.** Instructional Program Managers are defined as having responsibility for the implementation of a program curriculum and for performing significant tasks falling outside of the scope of the primary duties described/listed for the position(s). Program Managers shall have no supervisory responsibilities with regard to other full-time faculty.

**B. College-Wide Librarian or Counselor Program Manager.** A College-Wide Librarian or Counselor Program Manager is a librarian or counselor faculty member who assumes responsibility for the implementation of policies, processes, and procedures within their area of responsibility. College-wide Librarian or Counselor Program Managers also serve as co-chairs of the Division of Academic Support Services.

## 2.24 Textbooks

The term “textbook” means a textbook or a set of textbooks, used for, or in conjunction with, a course in postsecondary education. A textbook may be in a print, digital, online or any of the following formats:

- A. Bundle.** The term “bundle” means one or more college textbooks or other supplemental materials that may be packaged together to be sold as course materials for one price.
- B. Custom Textbook.** The term “custom textbook” means a college textbook that is compiled by a publisher at the direction of a faculty member or other person or adopting entity in charge of selecting course materials at an institution of higher education; and may include, alone or in combination, items such as selections from original instructor materials, previously copyrighted publisher materials, copyrighted third-party works, and elements unique to a specific institution, such as commemorative editions.
- C. Integrated Textbook.** The term “integrated textbook” means a college textbook that is combined with materials developed by a third party and that, by third-party contractual agreement, may not be offered by publishers separately from the college textbook with which the materials are combined; or combined with other materials that are so interrelated with the content of the college textbook that the separation of the college textbook from the other materials would render the college textbook unusable for its intended purpose.
- D. Open Education Resources (OER).** The term “Open Educational Resources” refers to those "teaching, learning and research materials in any medium, digital or otherwise, that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation and redistribution by others with no or limited restrictions."
- E. Supplemental Material.** The term “supplemental material” means required educational material developed to accompany a college textbook that may include printed materials, computer disks, website access, and electronically distributed materials; and is not being used as a component of an integrated textbook.

## 2.25 Work/Contract Hours

Clock Hour: Sixty (60) minutes.

Office Hour: Sixty (60) minutes.

Contact Hour: Fifty (50) minutes.

Clinical Contact Hour: Sixty (60) minutes

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

**Article 3: Recognition**

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

---

## Article 4: General Provisions

### 4.1 Duration

- A. This Agreement shall become effective when ratified by the employees in the bargaining unit and by the College.
- B. This Agreement shall continue in full force and effect through midnight of the day immediately preceding the beginning of the 2025-2026 academic year.
- C. This Agreement shall be reopened in the Fall of 2023-2024 Academic year for the purpose of consideration of Article 14.2.
- D. Upon expiration, this Agreement shall continue as provided by law until a successor Agreement is ratified or imposed.

### 4.2 Severability

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

### 4.3 Waiver

Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for 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 Gender Neutrality

Where possible, gender-neutral pronouns such as “they,” “them,” “their,” and “theirs” or the use of articles such as “the” are to be used in place of gendered pronouns. When necessary for clarity, neutral words or phrases such as “person,” “individual,” or “instructor” may be used in place of gendered pronouns. Unless the context otherwise requires, a reference to one gender shall include reference to the other genders.

### 4.5 Protection Against Discrimination

- A. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union’s

- right to refuse to represent non-members in the Grievance and Arbitration Procedure.
- B.** The parties agree, to the extent discrimination is prohibited by and defined in applicable federal or state law, neither will discriminate against employees based on race, color, religion, national origin, sex, gender identity, age, disability, marital status or veteran status. The parties also agree not to discriminate on the basis of sexual orientation. It is the intent of the parties that any employee alleging discrimination under this Section will have a choice of remedy, i.e., under the applicable federal or state statutes or under the Grievance and Arbitration Procedure under this contract, but not under both. By filing a charge with the applicable state or federal agency, the employee and the Union on behalf of the employee waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.
  - C.** Grievances alleging a violation of this Section will be filed with the Office of Equity and Special Programs, or if filed under Step 2 of the Grievance Procedure (Article 11.1.C, Step 2), will be referred to the Office of Equity and Special Programs for investigation. To be considered a grievance under Article 11, it must be filed within the time limits established in Article 11. Once the investigation is complete, a written response will be given to the grievant. The grievant may request arbitration under Article 11, Section 11.1.C, Step 5, within ten (10) days of the date the response was received. If no response has been received within 90 calendar days following receipt of the grievance by the Office of Equity and Special Programs, the grievant may withdraw the grievance and request arbitration under Article 11, Section 11.1.C, Step 5, within ten (10) days of the request to withdraw.
  - D.** No faculty members will be discriminated against because of a refusal to submit to a drug test not permitted by this Agreement. Faculty assigned to an affiliated site for an academic program will be required to adhere to the affiliation agreement provisions which may include additional background and drug tests.

#### **4.6 Drug-Free Workplace**

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

#### **4.7 Forms**

Such printed forms as are used in the implementation or maintenance of this Agreement shall be jointly developed by a committee including two Union members appointed by FUSA and two members appointed by the Executive Director of Human Resources.

Faculty may receive a copy of each form used to implement this Agreement from their immediate administrative supervisor or the Executive Director of Human Resources with the exception of the Grievance Procedure form, which will be available from the Union. Mutually agreed upon forms are included in Appendices.

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

#### **4.10 No Strike**

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

#### **4.11 Cultural Diversity**

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

#### **4.12 Limitation of Waivers**

The parties acknowledge that all waivers of some or all of the right to collectively bargain over mandatory subjects of bargaining contained in this agreement shall terminate no later than the date this agreement expires.

---

## Article 5: Union Rights

### 5.1 Membership Dues

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

- A. The Administration shall deduct only the amount of money certified by the Union as the amount of membership dues owed to the Union by a member of the Union.
- B. The form for dues deduction shall include the employee's name, signature, employee identification number and the name of the Union.
- C. The form for dues deduction shall be filed with the Executive Director of Human Resources.
- D. The Administration shall forward the dues deducted with an itemized list of the deductions to the Union each pay period. The Administration shall be obliged to make no more than one dues deduction from any employee's pay in any single pay period. There shall be no obligation to make deductions in arrears unless the arrearage is the result of an administrative error.
- E. Deductions authorizations shall be valid until revoked or until the faculty member terminates employment or accepts an administrative position. A faculty member may revoke their deduction authorization upon thirty (30) days' notice by submitting a UFF resignation form to the Union, who will in turn submit the form to both the Executive Director of Human Resources and UFF.
- F. The Administration shall not deduct at any time any monies representing fines, fees, or penalties.
- G. The Union shall indemnify and hold the Board and the College harmless from and against any and all claims and liability on account of the Administration's compliance or effort to comply with this Section (5.1). Nothing shall be construed to limit the rights of either party to bring an action against the other.
- H. In exchange for the Administration's processing dues deductions, the Union will donate annually a sum equivalent to \$1 for each union member to the Hillsborough Community College Foundation Scholarship Fund, and the Union will endeavor to match the amount with an additional donation.

### 5.2 Facilitation of Faculty Relations

- A. The Administration shall allow Union representatives time to engage in activities directly relating to grievances, arbitration, or the Agreement that occur during their



scheduled hours. Union representatives shall receive such time as is necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative supervisor(s) of the need for time off for the performance of these activities, and such time shall be limited to no more than six (6) hours to be divided among no more than three (3) representatives per week per campus.

- B.** The Union shall provide each Campus President and the Executive Director of Human Resources with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by the Association.

### **5.3 Internal Mail Service**

The Union shall have the right to use the internal college mail, including email, to communicate with members of the bargaining unit at no cost to the Union. Non-returning (and non-retiring) faculty members shall have the option of having college email forwarded to another email address for twelve (12) months after the end of the semester. The faculty member shall be responsible for notifying IT security of the forwarding email address.

### **5.4 Bulletin Boards**

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

### **5.5 Access to Facilities**

The Union shall have the right to use college facilities, equipment, and print services at reasonable times when such resources are not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of college facilities and equipment, which will include completing the necessary college forms.

The Union shall reimburse the Administration for the actual cost of all materials and supplies used.

When billed, the Union shall reimburse the Administration for all costs associated with utilizing a college facility if the Union requests the use of a facility at a time when the facility is not normally available. However, the College President may choose not to charge the Union for the use of a facility.

The Union will provide each campus President and the Executive Director of Human Resources with a list of all Union council members and officers who are authorized to request the use of college facilities.

### **5.6 Access to Information**

The Administration shall furnish the following information to the Union following a

request to the Executive Director of Human Resources:

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

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

### **5.7 College President's Meeting with Union**

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

### **5.8 Unit Integrity**

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

### **5.9 UFF-PAC Deductions**

The HCC-BOT shall deduct, biweekly, any UFF-PAC contributions from the pay of those members in the bargaining unit who individually and voluntarily make such requests on a written UFF-PAC authorization form, such as that contained in Appendix M.

The HCC-BOT shall remit UFF-PAC deductions to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

---

## Article 6: Faculty Rights

### 6.1 Bargaining Unit Rights

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

### 6.2 Academic Freedom

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

- A. A faculty member is entitled to full freedom in research and in the publication of the results.
- B. A faculty member is entitled to freedom in the classroom, as defined in Article 2.11, in discussing the subject, in devising and selecting teaching strategies and educational materials, excluding those defined in Article 8.25 and in using them to present the subject. However, faculty should be careful not to introduce a controversial matter that has no relation to the subject.
- C. A faculty member is a citizen, member of a learned profession, and an employee of an educational institution. When speaking, writing, or acting as a citizen, a faculty member should be free from institutional censorship or discipline. A faculty member will refrain from stating that they are an institutional representative while they speaking, writing, or acting as a citizen.

### 6.3 Non-Discrimination

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

### 6.4 Involuntary Change in Status

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

### 6.5 Due Process

Each faculty member shall have the right to procedural due process to the extent required

by law when faced with a disciplinary action or discharge. The faculty member will receive written notice from the immediate supervisor or the Campus President of any unsatisfactory performance or other conditions, which may result in discipline or dismissal. The written notice will provide sufficient time and designate available assistance for the faculty member to correct any demonstrable deficiencies. This Article does not apply to non-renewal of annual contracts.

## **6.6 Vacancies/Transfers**

Vacant or new full-time tenured faculty positions will be filled by the Administration in accordance with the following guidelines:

- A.** To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline or from one discipline to another, a qualified full-time tenured faculty member shall submit a request for transfer on the Request for Transfer form, (Appendix H), to both the faculty member's immediate Administrative supervisor and the Executive Director of Human Resources by the job close date as printed on the job posting on the College's website, or five (5) business days, whichever is greater. In the event of a transfer between disciplines, the Vice President for Academic Affairs or designee will verify qualifications before proceeding.
- B.** After the job close date for the advertised position, Human Resources will complete the Request for Transfer form and forward the form to the appropriate Campus President for review and approval. The Campus President of the campus to which the faculty member seeks a transfer will retain the sole right to select or reject any request. After reaching a decision on the transfer request, the Campus President will complete the Request for Transfer form and forward the decision to the Executive Director of Human Resources and the Vice President for Academic Affairs. The Campus President making the transfer request decision will notify the requesting faculty member of the decision in writing.
- C.** If the Administration determines that it is necessary to transfer a member to a new campus or center, the Administration will first request qualified volunteers. A faculty member will be considered qualified if rated "satisfactory" on the most recent evaluation.
- D.** The Administration shall not involuntarily transfer a faculty member for arbitrary, capricious, or punitive reasons, including a faculty member's refusal to accept managerial responsibilities.
- E.** For a new or vacant full-time faculty position that is different from the faculty member's current discipline, a tenured faculty member requesting a transfer must meet the minimum qualifications for teaching in the new discipline by the application deadline date for applying as printed on the job posting on the College's website announcement.
- F.** When transferring from one discipline to another where there is no change in campus or center, the dean with responsibility for the discipline being sought will retain the

sole right to approve or reject the transfer request.

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

### **6.7 Right to Privacy**

Each faculty member has the right to privacy with regard to their personal and private lives, which includes religious and political activities, unless such actions are demonstrably detrimental to the College and/or constitute grounds for disciplinary action.

### **6.8 Personnel Files**

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

A faculty member shall have the right to receive a copy of any document filed in their District/Campus personnel files, which shall include all disciplinary documentation. No derogatory material or written reprimand shall be placed in a faculty member's file without the faculty member's knowledge. If the faculty member disagrees with the content of any material included in the personnel files, the faculty member shall have the right to file a formal written response, which shall be attached to the original document. A written reprimand will be removed from the faculty member's file after three (3) years, upon written request submitted to the faculty member's immediate Administrative supervisor. The Administration is responsible for maintaining complete and current files of documents originating with the Administration. The faculty member is responsible for submitting documents originating with the faculty member.

### **6.9 Royalties, Copyrights and Patents**

In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors if such products are the result of independent labors and are not produced as a result of a specific agreement with the College. Such endeavors may include any patent rights, copyrights, and royalties, as well as associated profits derived there from. Unless the contribution is substantial, a faculty member 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 member was not an original author of the unmodified version of the existing edition of the text.

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

#### **6.10 Legal Assistance**

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

#### **6.11 Outside Employment**

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

#### **6.12 Office Security**

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

#### **6.13 Workers' Compensation**

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

#### **6.14 Access to Offices**

A faculty member shall have access to their offices on days of normal campus operations, from 6:00 a.m. until sixty (60) minutes after campus closing.

Access other than during the hours listed above must be requested through the dean. If

the dean's approval is granted, the faculty member shall make arrangements with Security for admittance and departure. The Administration shall have the absolute right to determine whether heat or air conditioning will be provided.

Campus operational hours and campus building hours shall be distributed to faculty at the beginning of each semester.

### **6.15 Consultant Fees**

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

### **6.16 Tenure and Continuing Contract**

A full-time faculty member in a continuing contract position will apply for tenure and the award of a continuing contract upon meeting the eligibility requirements and following the procedures set forth in this section.

Award of tenure (continuing contract) shall be based upon a review of the candidate faculty member's application, portfolio, and relevant supporting documents by the Campus and College Faculty Tenure (Continuing Contract) committees as described in subsection (H). A faculty member must also be recommended by their supervising dean, Campus President, the Vice President for Academic Affairs, and the College President in order to be considered for a continuing contract, as provided below. The final award of a continuing contract will be made by the District Board of Trustees.

The recommendation for tenure (continuing contract) by the faculty tenure committees represents an endorsement and affirmation by peers that the faculty member has met the academic, professional, and contractual requirements.

Award of a continuing contract is defined as a promise of continued employment in the absence of certain conditions, such as just cause for dismissal, or return to annual contract status, retirement, or RIF (Article 10). Recommendations for continuing contract are based on a number of criteria, including but not limited to student success, collegiality, educational qualifications, scope and currency of subject matter knowledge, relevant student feedback, and service to the department, college, and community.

- A.** A continuing contract shall be awarded for service as a full-time instructor, librarian, or counselor, provided the conditions set forth in this Article (Article 6.16) have been met.
- B.** The following classifications shall be considered non-continuing contract appointments; part-time (adjunct) faculty, temporary full-time faculty, grant-funded faculty, grant-match funded faculty, and visiting scholars with teaching duties. The District Board of Trustees may also establish full-time positions that are not eligible for continuing contract. Faculty hired in these positions may be awarded multiple year contracts, annual contracts, or contracts of less than one (1) year. Multiple-year contracts shall not exceed three (3) years. All other classifications of full-time faculty



positions will be considered eligible to earn a continuing contract. For grant-funded and grant-matched full-time faculty, all service in such positions will be subject to Article 8.2, Sections D and E, in the event the faculty member is selected through the College Screening committee for a regular full-time appointment.

- C. The Administration will ensure that each eligible faculty member's personnel file is current and complete with respect to those documents that originate from the Administration. The faculty member will be responsible for timely presentation of documents originating from the faculty member. A faculty member in a position eligible for the award of a continuing contract should begin assembling a portfolio during the first semester of hire by the District Board of Trustees.
- D. To be eligible for the award of the continuing contract, the following requirements must be met:

The full-time faculty member must complete five (5) full successive years of service, during a period not in excess of seven (7) years, calculated from the beginning of the fall semester of the first year's contract, with such service being continuous except for leave being duly authorized and granted pursuant to Article 12.

Part-year employment before the fall semester begins does not count toward the five (5) year service calculation. A year of service is completed when the faculty member satisfies the terms of a Faculty Basic Year Contract, as defined in Article 2.15.A. One year of service shall include full-time service exclusive of holidays and authorized leave, with the exception being sick leave, vacation leave, and duty leave pursuant to Article 12. Employment as a full-time temporary faculty member may count at the discretion of the faculty as stated in Article 8.2.D.1. The faculty member must complete the annual joint HCC and FUSA tenure training during the fall semester of their first year. They should endeavor to attend this training on an annual basis until they attain tenure.

1. A faculty member will be considered for tenure (continuing contract) during the spring semester of their fifth year of service to the College, as provided in Section 6.16.E below, based upon the successful performance of duties and demonstration of professional competence as documented on the official Instructional Faculty Evaluation Performance Review form, Librarian and Counselor Evaluation Performance Review form, and End of Year Verification form.
2. A faculty member must be recommended without reservation for tenure by the dean, the Campus Tenure Committee, and the College-Wide Tenure Committee.
3. A faculty member must be reappointed without reservation by the Campus President for the following year.
4. A faculty member must participate in a minimum of ten (10) hours of faculty development each year, as specified in Article 9.2.A. The ten (10) hours for the fifth year shall be completed before submitting a portfolio.

5. A faculty member must have participated in additional faculty development modules designated for tenure as described in Article 9.2.B.
6. A faculty member must be recommended to the College President by the Vice President for Academic Affairs.
7. A faculty member must be recommended to the District Board of Trustees for a continuing contract by the College President.

**E. Responsibilities of Tenure (Continuing Contract) Candidate**

1. A faculty member must maintain a portfolio to be submitted as part of the tenure (continuing contract) review process and to support and document their eligibility for the award of a continuing contract. The portfolio must contain copies of the faculty member's evaluations completed by the Administration in accordance with Article 9.1.B.3.b. (provided by the supervising dean) and copies of the Student Feedback Survey of Instructional Faculty in accordance with Article 9.1.B.5. The faculty performance review provides quantifiable, measurable evidence of the effectiveness of the faculty member's execution of primary and other responsibilities and demonstrates the currency and scope of the subject matter knowledge. The portfolio must also contain documented evidence of significant continuing contributions and participation in the areas listed below, following the general guidelines and schedule specified and outlined in the Tenure Committee Checklist (Appendix P) over the candidate's five-year period:
  - a. Participation in professional development activities as specified in Article 9.2
  - b. Service on College or educational committees
  - c. Service/contributions to the department, College, profession
  - d. Service/contributions to the community

As part of the faculty evaluation each term, candidates will present documentation of participation in the above areas to their supervising dean.

2. By May 1 of the tenure (continuing contract) candidate's fourth year, a faculty member must notify the College of their intent to apply for tenure (continuing contract) during the fall semester of their fifth year.
3. By October 1 of the fall semester of the tenure (continuing contract) candidate's fifth year, the candidate must submit the Application of Continuing Contract (Tenure) and Authorization of Tenure Committee to Review Limited Access Form (Appendix J) to the immediate supervising dean, the Campus President, and the Campus and College-wide Tenure (Continuing Contract) Committee chairpersons.

4. By January 10 of the spring semester of the fifth year, the faculty member must submit their portfolio to their immediate supervising dean.

**F. Responsibilities of the Supervising Dean**

The appropriate supervising dean will work with the faculty member to ensure development of a tenure (continuing contract) portfolio. As part of the faculty member's evaluation administered each term, the dean will discuss the faculty member's tenure progress as outlined in Appendix P.

The dean will attend an annual training program provided by the Administration on tenure and continuing contract. The dean will verify that the faculty member has met or will meet upon completion of the spring semester, the time of service requirements for tenure and eligibility for continuing contract as specified in Article 6.16.D.1, and will so notify the Campus and College-wide Tenure Committee Chairperson, Campus President, and the faculty member in writing by January 20. The dean will ensure that copies of student evaluations of the candidate are available for review by the tenure committees, College President, and Administration and that the provisions of Article 9.1 are followed. The dean will also ensure that administrative evaluations and End of Year Verifications are submitted to the Office of Human Resources to be placed in the candidate's appropriate personnel file.

The dean will communicate a recommendation to the Campus President by February 15. The dean's recommendation will be one of the following:

- a. to recommend the candidate for tenure recognition and continuing contract;
- b. not to recommend the candidate for tenure recognition and continuing contract;
- c. or to recommend that the candidate be allowed to reapply in the sixth year, as outlined in Article 6.16.I.

**G. Responsibilities of Campus President**

The Campus President will appoint a Campus Tenure (Continuing Contract) Committee of five tenured faculty members who will convene to review campus tenure candidates' eligibility for continuing contract. One of the committee members must have served previously on the College-wide Tenure (Continuing Contract) Committee, preferably within the preceding three years, and will be asked to chair the Campus Tenure (Continuing Contract) Committee. By February 20 of the year of tenure consideration, upon review of campus budget and staffing needs, the dean's and the Campus Tenure (Continuing Contract) Committee's recommendations, and the candidate's portfolio and limited access, the Campus President will notify the candidate in writing of the intention to recommend the candidate for tenure and award continuing contract.

After notification by the Vice President for Academic Affairs as specified in Article 6.16.D.6, and prior to the recommendations for continuing contract being presented to the District Board of Trustees, the Campus President or designee will provide written notice to the faculty members that they are or are not being recommended to the Board for a continuing contract before the May meeting of the District Board of Trustees.

#### **H. Tenure (Continuing Contract) Committees**

1. The Campus Tenure (Continuing Contract) Committee shall be appointed by the Campus President to review the applications and to submit a recommendation to the Campus President. The Campus Tenure (Continuing Contract) Committee shall review the faculty member's portfolio and they may interview candidates as well. In this review, the Committee will give first priority to the consideration of the candidate's commitment to the College and next to the profession and greater College community. The committee will use the Tenure (Continuing Contract) Committee Checklist (Appendix P) to conduct its review. The Campus Tenure (Continuing Contract) Committee will communicate its recommendation to the Campus President in writing by February 15:
  - a. to recommend the candidate for tenure recognition and continuing contract;
  - b. not to recommend the candidate for tenure recognition and continuing contract;
  - c. or to recommend that the candidate be allowed to reapply in the sixth year, as outlined in Article 6.16.I.

If the Campus Tenure Committee and the Campus President both recommend the candidate as eligible for tenure and continuing contract, the Campus Tenure Committee chairperson will prepare a letter informing the College-Wide Tenure (Continuing Contract) Committee of the decision. The Campus Tenure (Continuing Contract) Committee chairpersons may also be asked to attend meetings of the College-wide Tenure (Continuing Contract) Committee as non-voting members at the request of the College-wide Tenure (Continuing Contract) Committee chairperson.

2. The College-wide Tenure (Continuing Contract) Committee shall be appointed by the College President to review the portfolios, interview the candidates, and submit a recommendation. The Committee will be composed of seven (7) or more continuing contract faculty members, representing both AA and AS, the discipline(s) or area(s) of the continuing contract candidate(s), and diversity in terms of gender and ethnicity. Members of the College-wide Tenure (Continuing Contract) Committee may serve for up to three (3) years. The Tenure (Continuing Contract) Committee will review each candidate's file with the

faculty member's signed authorization and consider all documentation included for continuing contract recommendation. A quorum must be present for the Committee to take action. If there are too many tenure candidates for a single College-wide Tenure (Continuing Contract) Committee to effectively review, a second committee may be created following the procedure under this Section. Campus Tenure (Continuing Contract) Committee chairpersons may be asked to attend meetings of the College-wide Tenure (Continuing Contract) Committee as non-voting members at the request of the College-wide Tenure (Continuing Contract) Committee chairperson.

The College-wide Tenure (Continuing Contract) Committee(s) will review the candidate's tenure portfolio using the Tenure (Continuing Contract) Committee Checklist (Appendix P) to verify that the faculty member has met the eligibility requirements for continuing contract as specified in Article 6.16.D. and E. The Committee will also review student feedback surveys, administrative evaluations, and documentation supporting the faculty member's candidacy contained within the portfolio and or in the faculty member's Limited Access File. In this review, the committee will give first priority to consideration of the candidate's commitment to the College, and next to the profession and greater College community.

The College-wide Tenure (Continuing Contract) Committee will interview candidates after reviewing their files and portfolios in order to conduct a preliminary determination of eligibility. In the interview, the candidate may be asked to explain or clarify information contained in their portfolio or in other supporting documentation. The candidate may also be asked to provide additional supporting documentation at the time of the interview, or in a timely fashion in advance of the committee's final recommendation. The committee may also request additional information from the Administration, with such requests directed to the office of Vice President for Academic Affairs.

The College-wide Tenure (Continuing Contract) Committee will communicate its decision by April 1. The Committee Chairperson will submit, in writing, to the Vice President for Academic Affairs, the consensus decision reached by the Committee on each candidate:

- a. to recommend the candidate for tenure recognition and continuing contract;
  - b. not to recommend the candidate for tenure recognition and continuing contract;
  - c. or to recommend that the candidate be allowed to reapply in the sixth year, as outlined in Article 6.16.I.
3. In order to serve on a tenure (continuing contract) committee, a faculty member must complete the joint HCC and FUSA tenure committee training.

**I. Recommendations for Sixth Year**

If the candidate did not complete the required contributions, professional development, and/or participation on any given year as outlined in Appendix P, the candidate may be allowed to rectify the deficiencies and reapply for tenure (continuing contract) in the sixth year, only if circumstances warrant it and upon recommendation by the Campus Tenure Committee, the Campus President, and/or the College-wide Tenure Committee, and approval by the Vice President for Academic Affairs.

If a sixth year is recommended, a Notice of Tenure Deficiency will be completed by the Vice President for Academic Affairs in conjunction with the recommending committee and dean. The candidate will repeat the fifth year requirements, along with any additional requirements identified in the Notice of Deficiency.

**J. Responsibilities of the Vice President for Academic Affairs**

The Vice President for Academic Affairs will review the recommendation of the College-wide Tenure Committee and either transmit it to the College President or return it to the College-Wide Tenure (Continuing Contract) committee with written instructions to provide additional details for further consideration of clarification. Such instructions may require the committee to reconvene and review the recommendations as specified by the Vice President. If the final determination is that the candidate will not have received a recommendation for tenure and continuing contract, the Vice President will provide written notification to the appropriate Campus President.

**K. Responsibilities of the College President and Board of Trustees**

The College President will recommend candidates for recognition of tenure and award of continuing contract to the District Board of Trustees by the May Board meeting (or the next regular Board meeting if none is held in May) based upon the candidate's successful performance of duties, demonstration of professional competence, and the needs of the college. To be considered for recommendation by the President, the faculty member must be recommended for a continuing contract by the Campus and College-wide Tenure (Continuing Contract) Committees.

If approved by the Board, the continuing contract shall be granted at the beginning of the annual college contractual period after the five (5) year service requirements are completed.

The College President will inform the faculty member in writing of the Board's action by the week following the Board action.

**L. Regardless of the stated term or other provision of any appointment, written notice**

that an annual contract appointment will not be renewed will be given to the faculty member by April 15 in advance of the expiration of the appointment. The non-renewal of an annual contract shall not entitle the person to reasons for non-renewal or to a hearing (i.e., Division of Administrative Hearings or arbitration).

- M.** A faculty member who receives a continuing contract shall be entitled to continue in a position at the College at the Board-approved salary without needing an annual reappointment by the Board until the faculty member resigns or the contractual status changes as outlined in this Agreement.
- N.** Prior to the award of a continuing contract, the faculty member shall have the same academic freedom that faculty members with a continuing contract have.
- O.** In accordance with the rules of the State Department of Education, the Board shall have the right to dismiss a faculty member under a continuing contract or return the faculty member to an annual contract.
- P.** A Tenure (Continuing Contract) and Continuing Contract Timeline shall be included as Appendix K.
- Q.** A previously tenured faculty member of Hillsborough Community College that is rehired as part of an official screening committee selection into a tenure-track position will not be required to go through the tenure process again, provided the candidate is returning within ten (10) years of their separation and separated from the college in good standing. The previously tenured faculty member will be granted an annual contract, and after five (5) years of satisfactory performance and passing of post-tenure review, the faculty member will be granted a continuing contract.

### 6.17 Professional Rank

The College will recognize the faculty ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

- A.** All non-tenured, full-time faculty will hold the rank of Instructor. Once a faculty member earns tenure, the faculty member will be awarded the rank of Assistant Professor.
- B.** The ranks of Associate Professor and Professor shall be awarded to faculty who distinguish themselves through continuing significant contributions to the College and completion of the following criteria:
  - 1. Minimum Qualifications.** Years of service statements refer to minimum years of service effective when rank is awarded.
    - a. Associate Professor:** A minimum of ten (10) years of full-time faculty service to the college with satisfactory evaluations, successful completion of post-tenure review and five (5) years of significant contributions beyond those used for tenure.

- b. Professor:** A minimum of fifteen (15) years of full-time faculty service to the college with satisfactory evaluations, successful completion of post-tenure review and five (5) years of significant contributions beyond those used to earn Associate Professor.
- 2. Evaluations.** A faculty member must demonstrate consistent satisfactory performance of duties as reflected in their evaluations for the five (5) years immediately prior to applying for professional rank promotion. Faculty who has been on a Performance Improvement Plan or received disciplinary action in the form of a written warning or suspension for the most recent five years may be ineligible for rank, per Article 6.17.C.1.
  - 3. Contributions.** A faculty member must distinguish themselves by presenting documented evidence of contributions in each of the following areas, of which two (2) areas must have significant contributions.
    - a. Contributions in College or educational committees;
    - b. Contributions to the department, the College or the profession;
    - c. Contributions to community groups or projects.
  - 4. Professional Development.** A faculty member must have participated in ongoing professional development as outlined in Article 9.2.
  - 5. Peer Recommendations.** A faculty member must be recommended by two (2) faculty members (who may be inter-disciplinary).
- 6. Years of Contributions**
- a. A faculty member may apply for Associate Professor during their 10th year of service or thereafter. A faculty member may apply for Professor during their 15th year of service or thereafter. A faculty member who applies during their 10th year of service for Associate Professor or during their 15th year of service for Professor must provide significant contributions, evaluations, and professional development from their 10th and 15th years of service, respectively.
  - b. Sabbatical years cannot be counted as years of service when applying for rank. However, contributions from sabbatical may be used for rank in a subsequent year.
  - c. A full-time temporary year of service may count towards years of full-time faculty service for rank if the full-time temporary year was also used for tenure.
- C.** A faculty member who satisfies the criteria set forth in 6.17.B above may apply for academic rank promotion by submitting the Request for Advancement in Professional Rank form, Appendix G, along with a rank portfolio of evidence to the Vice President for Academic Affairs in accordance with Appendix G. A faculty member on administrative leave may apply for rank and submit a portfolio containing



contributions earned while they were a faculty member, and any rank earned will be awarded upon their return to their faculty position.

1. By November 1 of the fall semester, the faculty member must submit the Request for Advancement in Professional Rank Form (Appendix G) to the Vice President for Academic Affairs. Human Resources will complete Section II of Appendix G for the time in service requirements and current rank. Human Resources will also notify the Vice President for Academic Affairs if the faculty member has been on a Performance Improvement Plan or received disciplinary action in the form of a written warning or suspension during the five (5) years immediately prior to applying for rank for determination of eligibility.
2. By February 1 of the spring semester, the faculty member must submit the rank portfolio in accordance with Appendix G to the Vice President for Academic Affairs.
3. The Professional Rank Committee will review the applications and rank portfolios and make recommendations to the Vice President for Academic Affairs. The committee will be composed of at least five (5) tenured faculty members with rank of Associate Professor or Professor. The committee chair and at least one other committee member should have served on the Professional Rank Committee the previous year.
4. The faculty member's rank promotion must be approved by the Vice President for Academic Affairs, the College President, and the Board of Trustees.
5. Upon completion of the rank process, the rank portfolio and the completed Appendix G with the recommendation will be returned to all faculty members. If rank is not approved, Appendix G will contain specific details as to any deficiencies. The Vice President for Academic Affairs will meet with the faculty member, upon the faculty member's request, to further discuss and clarify any issues or concerns.

#### **D. Step Advancement for Promotion in Rank**

The faculty member shall be notified of any advancement in rank by May 31. The promotion to the ranks of Associate Professor and Professor merit a one-step advancement for each rank, effective at the start of the subsequent fall term.

A faculty member who is awarded rank but has already reached Step 30 will receive a one-time lump sum equivalent to one additional step for each professional rank earned.

#### **6.18 Selection of New Faculty**

Each applicant for a regular full-time faculty position will be required to follow the Board of Trustees approved hiring procedures, which include an evaluation by an appropriately constituted screening committee as set forth in this Section.

Faculty input into the selection of new faculty will be advisory only. The Administration will form a screening committee which will include faculty members and the supervising dean, or designee, who will not vote. The majority composition of the committee is to be full-time tenured faculty from the discipline in which a faculty position is being filled. In order to further the College's goal to have a workplace that is reflective of the community, committee composition will be made as diverse as is reasonably possible, provided the majority, where possible, are from the discipline and have satisfactory evaluations. If faculty members outside the discipline are necessary for diversity, faculty members within the discipline and the supervising dean shall make recommendations for committee appointments from a list of available faculty provided by the Special Assistant to the President for Equity and Special Programs. Full time temporary faculty, whether grant funded or not, shall not serve on a screening committee, unless they themselves were hired through the screening process. When sufficiently diverse faculty members to serve on a screening committee for the selection of new faculty are available, they should have the following credentials in the priority indicated:

- A. For an instructional faculty position, the Administration will select faculty members to serve on the screening committee from the subject area in which the instructional faculty position is being filled. If no faculty member from the subject area is available to serve, then the discipline must be represented on the screening committee.
- B. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty. If additional faculty members are needed, feedback from the library faculty will be considered.
- C. For a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty. If additional faculty members are needed, feedback from the counseling faculty will be considered.
- D. Tenured faculty shall have priority over non-tenured faculty for an assignment to a screening committee to select new faculty.

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

The committee will present its recommendations in alphabetical order to the supervising dean, who may make additional comments and will then forward to the Campus President. The committee will promptly be notified in writing when a decision is made to recommend an appointment to the Board.

#### **6.19 Access to College Mail**

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

## 6.20 Enhancement of Professional Skills

A full-time faculty member who successfully completes university courses will be awarded an academic stipend of up to \$1,200 per semester for undergraduate courses and \$1,800 per semester for graduate courses, not to exceed six (6) semester hours per academic term. The stipend amount may not exceed the actual cost of the course(s). In order to qualify for this stipend, the faculty member must have completed course work approved by the Office of the Vice President for Academic Affairs and must have earned a grade of S or C or better in undergraduate level course or S or B or better in graduate level courses. Course work should be designed to enhance professional skills and/or teaching abilities.

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

The cost of approved applications may not exceed expenditure by the College of \$65,000 per academic year. No more than 60 percent of the total allocation may be awarded during the Fall semester, and 40 percent in the Spring semester. A faculty member shall submit their applications to the Office of the Vice President for Academic Affairs. The application must be received at least fifteen (15) working days prior to the beginning of the semester in which they will be registered.

Applications submitted by faculty working to meet the minimum certification requirements made necessary by changes affected by the relevant accrediting agency(ies) will have priority over all other applications.

Applications submitted by tenured faculty members seeking higher degrees will be given second priority.

Applications submitted by tenured faculty members seeking to enhance or extend current skills will be given third priority.

Applications submitted by non-tenured faculty members seeking higher degrees will have fourth priority.

Applications submitted by non-tenured faculty members seeking to enhance or extend current skills will be given last priority.

When circumstances force a faculty member to change an approved course, faculty members may adjust their application by submitting a course modification for approval by the Vice President for Academic Affairs. To be considered for approval, the new or substituted course should be the same cost and number of credits as the previously requested course.

## 6.21 Committees

- A.** The College will maintain the following Standing Committees consisting of representatives from the Administration, who may be administrators or staff members, and the faculty, as appropriate, to review and/or prepare recommendations for the College President or designee. Administrators and staff members will not be voting members of the Academic Affairs, Discipline Group, General Education, Faculty Instructional Technology, Online Learning, Open Educational Resources, and Sabbatical Leave Committees.

Academic Affairs

Academic Integrity

Academic Standards

Calendar

Discipline Group

General Education

Faculty Instructional Technology

Insurance

Online Learning

Open Educational Resources

Professional Development

Professional Rank

Sabbatical Leave

Sustainability

Student Success

Tenure (Campus- and College-wide)

Textbook Affordability Taskforce

- B.** All voting members of the Academic Affairs Committee will be faculty, one member plus one alternate recommended by each Discipline Group. Non-tenured faculty members will be recommended by the discipline if there are not sufficient tenured faculty members available to serve. The chair of this committee will be a tenured faculty member. The chair will be granted 30 load point release time from instructional duties for each major academic semester. If the chair remains equally active during the Summer semester, the chair will receive 30 points, at the established overload rate for those duties.
- C.** Each April, the President of FUSA or designee shall recommend to and consult with the Vice President for Academic Affairs or designee over the appointment of faculty

members to the committees listed in paragraph A above, other than the Academic Affairs Committee. The Vice President for Academic Affairs or designee will make the final decision on members of the Standing Committees and provide those names to the President of FUSA by June 1.

## **6.22 Union Representation**

A faculty member who has the expectation that disciplinary action may result from a meeting with an administrator may have the right to Union representation during the meeting. If the faculty member is eligible for Union representation, the meeting will be rescheduled to a mutually agreeable time. The rescheduled meeting should take place within three (3) days of the originally scheduled date. The expectation of disciplinary action shall not be grounds for non-attendance of a meeting with the Administration.

## **6.23 Retired Faculty Members**

A retired faculty member in good standing shall have privileges to use the College's facilities (wellness programs—if retiree health coverage is elected—and equipment) and library facilities (access to materials and electronic resources, checkout materials), and shall be provided with an email account and email access for a period of one (1) year, all subject to and consistent with the policies applicable to full-time faculty members.

## **6.24 Minimum Credentials**

To be in compliance with the published requirements of the college's regional accrediting agency and other accrediting agencies, all instructional faculty members must satisfy the minimum credentials requirements published by these agencies. Nothing in this contract shall preclude the College from requiring greater credentials than the minimum required by the accrediting agency.

Before assigning faculty to a teaching discipline and periodically during the accreditation cycle, the Associate Vice President for that teaching discipline will review/complete the Faculty Transcript Evaluation Form for the faculty member and determine whether the faculty member is qualified for that assignment according to the then-current accrediting agency criteria.

If the Associate Vice President determines from the transcripts that a faculty member does not satisfy the accrediting agency's criteria, the Associate Vice President and the faculty member will cooperate in a joint effort to document that the faculty member has outstanding professional experience and demonstrated contributions to the teaching discipline which constitute an "exceptional case" in lieu of formal academic preparation as provided for in the accrediting agency's criteria.

The Vice President for Academic Affairs will review the determination of the Associate Vice President and/or documented "exceptional case." If it is determined that the faculty member does not satisfy the minimum accrediting agency's transcript requirements or does not constitute an "exceptional case," the faculty member must immediately begin coming into compliance at the rate of one graduate level course per major semester (or more at the faculty member's option). If it becomes necessary, the Administration will

demonstrate to the accrediting agency that this transition plan is consistent with the accrediting agency's criteria. The faculty member shall periodically report progress.

If the Vice President for Academic Affairs determines upon review, or is notified by the accrediting agency, that the faculty member lacks appropriate credentials, or if the faculty member opts to return to a discipline in which the faculty member does satisfy the accrediting agency's requirements, the member shall, as soon as practical, be reassigned to that discipline.

A faculty member coming into compliance will be given top priority in the application process for tuition stipend under Article 6.20 - Enhancement of Professional Skills, and with the approval of the Vice President for Academic Affairs, the maximums for tuition stipends.

---

## Article 7: Management Rights

### 7.1 Retention of Managerial Rights

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

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

practices, which shall be limited by the terms of this Agreement.

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



---

## Article 8: Faculty Working Conditions

### 8.1 Faculty Contracts

The contract durations of faculty basic year contracts, college year contracts, and twelve-month contracts are defined in Article 2.15.

#### A. Basic Year Contracts

1. Except as provided elsewhere in this section, a full-time faculty member will be awarded a Basic Year Contract. For continuing contracts, the Administration will notify each faculty member by April 1 whether the next contract will be a Basic Year, a College Year, or Twelve-Month Contract for the following academic year(s). (Except where a faculty member seeks tenure, the notice date shall be consistent with Article 6.16.)
2. An instructional faculty member who is offered and accepts a Faculty Basic Year Contract shall be required to teach 150 load points (or its equivalent) during the Fall semester and 150 load points (or its equivalent) during the Spring semester.
3. In accredited Health Science programs, the College reserves the right to require employees on a Basic Year Contract to teach at 1.5 times the overload rate during the summer, or part thereof. In order to ensure that program accreditation staffing requirements are met during the Summer semester, the dean, after communicating with the health science faculty, may assign teaching responsibilities to health science faculty members who have already satisfied their duties under the Basic Year Contract. Assignments will be offered to faculty based upon seniority. If enough fully qualified faculty members do not request a Summer assignment, then the dean may make teaching assignments to the fully qualified faculty members offering those assignments to non-tenured faculty first. The teaching responsibility will be communicated to the faculty members by the second week of Spring semester. A full-time instructional faculty who is offered and accepts (or in Health Sciences who has been assigned) a College Year or a Twelve-Month Contract will perform the tasks assigned and be compensated as set forth in Sections 2.15.B or 2.15.C, respectively.

#### B. College Year Contract

1. An instructional faculty member who is offered and accepts a College Year Contract shall be required to teach 150 load points (or its equivalent) during two semesters and 120 load points (or its equivalent) each third semester, for a total of 420 load points.
2. College Year contract assignment shall fall within one of the following criteria:
  - a. For faculty in specific health science related programs which require the duties and responsibilities of full-time faculty members during the summer

sessions

- b. For programs which require year-round on campus supervision based on Programmatic Accreditation
  - c. For Librarians and Counselors whose services are required for more than 160 work days per year
  - d. For such activities as regional accreditation or reaffirmation
3. If warranted, the President may assign a faculty member to a College Year or Twelve-Month Contract. If this need arises, the President will notify the Union with rationale, criteria, and anticipated expiration date.

## **8.2 Responsibilities**

### **A. Instructional Faculty**

#### **1. Primary Responsibilities**

The primary responsibility of an instructional faculty member is to educate students. To comply with the requirements of the regional accrediting agency and other accrediting agencies, an instructional faculty member must satisfy the minimum certification requirements established by these agencies as provided in Article 6.24. The Administration shall provide the necessary support services and personnel to enable instructional faculty members to perform their responsibilities, which shall include the following:

- a. Per the laws of the State of Florida, a full-time faculty member must teach at least fifteen (15) classroom contact hours per week for the College. A clinical or lecture contact hour consists of a regularly scheduled activity for fifty (50) minutes in the course of instruction approved by the Board. A course must meet a minimum of seven hundred and fifty (750) minutes per credit hour per term. A faculty member's workweek shall not exceed five consecutive calendar days unless waived by the faculty member.
- b. The College will schedule two major instructional semesters – Fall and Spring. Within each of these semesters and including the Summer, the College may schedule classes of varying length.
- c. Each instructional faculty member shall be required to attend no more than six (6) in-service days per year under a Basic Year Contact and no more than eight (8) in-service days under a College Year Contract.
- d. Each instructional faculty member shall post and maintain two office hours per week for each thirty (30) load points or major part thereof. At least one-half of the office hours must be on campus in minimum increments of thirty (30) consecutive minutes over no fewer than three (3)

days. The other office hours may be held in fifteen (15) minute increments. If held in the classroom between classes, the faculty member must be assigned to that classroom during the class time immediately before and after the office quarter-hour. Each faculty member shall be available for one additional office hour by appointment for each thirty (30) overload points or major part thereof. An office hour is a designated hour when an instructor will be available for one-on-one consultations with students in a non-class setting. The availability and location of these office hours shall be made known to the students in writing by the end of the second week of classes. If the location is at any place other than the faculty member's office or in a classroom between classes, the faculty member and the immediate supervising dean will agree upon the location. Each faculty member must provide their immediate supervising dean with a copy of their written office hour schedule as early as possible but not later than the end of the second week of classes. In exceptional circumstances, the immediate supervising dean may allow deviations from the three-day requirement. If a student must schedule an appointment at a mutually agreeable time other than during a scheduled office hour, the faculty member may post a notice to students that the faculty member has cancelled equivalent office hours during that week. A faculty member may schedule up to five (5) hours of office time online. At a minimum, students should be able to interact with their instructor during virtual office hours. The instructor's method of contact during virtual office hours should be clearly stated in the course syllabus. The method of contact must include the faculty member's HCC email address and method for synchronous communication, such as a phone number and/or a college-supported online communication tool.

- e. Each faculty member shall participate with other faculty members in their discipline to develop, revise, and implement a course or program.
- f. Each faculty member shall maintain records, prepare for classes, grade papers, evaluate textbooks, and maintain professional competence.
- g. Each faculty member shall attend discipline meetings as scheduled with at least five (5) working days prior notice unless the faculty member has a previously scheduled college or academic-related commitment, a medical appointment, or is on approved leave.
- h. Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as professional development. When possible, the trainings will be scheduled on in-service days.

## 2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and those area meetings pertaining to college matters called by an immediate administrative supervisor unless on an approved leave or with authorization from the immediate administration supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activities that Administration approves.
- b. Each faculty member shall instruct students in conformance with the material listed in the discipline-approved course profiles and as defined by the College catalog course description. Each faculty member shall present the course content in such a manner as to provide students with an opportunity for success. In addition, each instructional faculty member shall respect and encourage students' germane expression of opinions. If a student requests special consideration based on disabilities, faculty will refer the student to the Office of Services for Students with Disabilities. When presented with documentation issued by that office, instructional faculty will endeavor to provide the instruction needed within the normal class setting or, where necessary, request the services of a specialist. If deemed advisable, the instructor shall advise the disabled student to consult with the faculty member's immediate Administrative supervisor for assistance in obtaining an acceptable course substitution as provided for by the laws of the State of Florida.
- c. Each faculty member shall develop a syllabus and post it in the College's Learning Management System (LMS) for students by the first day of class. In the event the faculty member is assigned the class after the first day of class, or if the class is assigned within three (3) business days of the first day of class, the faculty member will have three (3) business days from the first day of class to distribute and post the syllabus.
- d. The syllabus shall include the following: course title, course prefix, credit hours, instructor name, instructor office hours and location, telephone number, course meeting time, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (e.g., lecture, audio visual, small group discussions, quizzes, etc.), course outcomes (a brief statement of expected outcome the student should achieve by the end of the term), tentative lecture/course schedule, and other requirements as needed by the individual instructor.
- e. Each faculty member shall review the results of any student feedback after

each semester for self-improvement and course updates.

- f.** Each faculty member shall submit to their immediate administrative supervisor the End of Year Verification in accordance with Article 9.1.B.2.
- g.** In accordance with the needs of the College, it may be necessary for the Administration to assign a faculty member in their discipline to any campus or center. However, the Administration shall minimize travel time for multi-campus assignments, and such travel will be subject to Article 8.15, Travel Expenses.
- h.** The Administration is responsible for assigning faculty to both day and evening classes to meet the needs of students. When necessary, the Administration may assign a faculty member traditional or hybrid evening classes in their discipline, and the assignment must be within an eight-hour period on a given day. If the faculty member is assigned evening classes, there shall be twelve (12) hours between the end of the evening class and the beginning of the next day's assignment. However, a faculty member may request to waive these requirements.
- i.** The Administration may request that a faculty member sponsor a student club or organization and/or serve on a committee, either of the faculty member's choice or by mutual agreement with the immediate administrative supervisor.
- j.** Each faculty member is expected to participate in college and educational committees, community groups, and professional activities.
- k.** Each faculty member shall promptly report missing, inoperative, dangerous, or damaged equipment/facilities/furniture to the immediate administrative supervisor, the Campus President, or Public Safety. The Administration shall respond as quickly as possible.
- l.** If a student requests assistance, placement testing, or counseling, a faculty member shall refer the student to the appropriate Student Services department at the campus.
- m.** Each faculty member shall respond to reasonable written, email, or oral requests for information from the Administration within seven (7) days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled college or academic-related commitment, a medical appointment, is on approved leave, or is not working during the semester.
- n.** The College may require instructional a faculty member assigned to programs involving affiliates or off-campus sites to work on a Board-approved holiday on days that are established by the affiliate or other off-

campus entity. However, the Administration will work with such affiliates and off-campus sites to schedule such assignments on college workdays.

## **B. Library Faculty**

### **1. Primary Responsibilities**

The primary responsibility of library faculty members is to engage in activities directly related to the library. To comply with the requirements of the regional accrediting agency and other accrediting agencies, library faculty members must satisfy the minimum certification requirements established by these agencies. The Administration shall provide the necessary support services and personnel to enable library faculty members to perform their responsibilities, which shall include the following:

- a.** Activities directly related to the library may include, but shall not be limited to, reference services, teaching in library subject matter, and selecting and developing collections and resources.
- b.** Each full-time library faculty member shall be required to work the hours assigned by the dean. A library faculty member's workweek shall not exceed five (5) consecutive calendar days unless waived by the faculty member.
- c.** Each full-time library faculty member will be awarded a Basic Year Contract. Under the Basic Year Contract, a library faculty member may be required to work during all or part of the Fall, Spring, and Summer semesters, provided that the library faculty member will receive a minimum of seven (7) consecutive weeks off during which the faculty member will not be on duty. The days worked will not necessarily coincide with those worked by an instructional faculty member. Under a Basic Year Contract, a library faculty member shall not be required to work more than 160 days, except in an emergency. If required to work more than 160 days, a library faculty member will be compensated at the daily rate of pay as defined in Article 2.16.
- d.** No load points will be assigned to a library faculty member for the performance of their duties as a librarian.
- e.** Each library faculty member shall be required to attend no more than six (6) in-service days per year under a Basic Year Contract, and no more than eight (8) in-service days under a College Year Contract.
- f.** A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. A library faculty member and their immediate administrative supervisor shall mutually agree as to which hour in a given work day shall be designated for professional planning, such professional planning to be done on campus. Occasionally, due to operational

necessity, the librarian may be required by the administrative supervisor to work during a pre-scheduled professional planning time.

- g.** Each faculty member shall attend discipline meetings as scheduled with at least five (5) working days' prior notice unless the faculty member has a previously scheduled college or academic-related commitment, a medical appointment, or is on approved leave.
- h.** The salary of faculty librarians is intended as compensation for all hours worked.
- i.** Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as Professional Development. When possible, the trainings will be scheduled on in service days.

## **2. Other Professional Responsibilities**

- a.** Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and those area meetings pertaining to college matters called by an immediate administrative supervisor unless on an approved leave or with authorization from the immediate administration supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with faculty members' attendance constitute authorized leave from attending such meetings. On designated in-service days, faculty members shall engage in professional activities that the Administration approves.
- b.** The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with the immediate administrative supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c.** At the end of each academic year, each faculty member shall submit to the immediate administrative supervisor an End of Year Verification Form.
- d.** If there are no faculty volunteers for evening/weekend duty, library faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify their immediate administrative supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve a maximum of two nights per week unless the Campus President determines that additional evening assignments will be required due to an emergency situation. An

evening/weekend emergency shall not extend beyond two weeks. A library faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.

- e. Since the demands for library services may occur during periods when classes are not in session, the Administration reserves the right to assign library faculty duty schedules that differ from the duty days of an instructional faculty member. The revised schedule will not mean that a library faculty member will work more days than the number of days required for an instructional faculty member unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (pro-rated for the number of hours worked) for the additional number of days. However, a faculty member whose contractual days are so adjusted shall receive each contractual year a period of at least seven (7) consecutive weeks during which the faculty member will not be on duty.
- f. Each faculty member shall respond to reasonable written, email, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled college or academic-related commitment, medical appointment, is on approved leave, or is not working during the semester.
- g. Each faculty member shall promptly report missing, inoperative, dangerous, or damaged equipment/facilities/furniture to the immediate administrative supervisor, the Campus President, or Public Safety. The Administration shall respond as quickly as possible.
- h. Each faculty member shall participate with other faculty members in the discipline to address district-wide library-related matters.

## **C. Counseling Faculty**

### **1. Primary Responsibilities**

The primary responsibility of counseling faculty members is to engage in activities directly related to counseling. To comply with the requirements of the regional accrediting agency and other accrediting agencies, counseling faculty members must satisfy the minimum certification requirements established by those agencies. The Administration shall provide the necessary support services and personnel to enable instructional faculty members to perform their responsibilities, which shall include the following:

- a. Activities directly related to the Counseling Office may include, but shall not be limited to, providing direction in student registration matters, student advocacy, and general counseling services.
- b. Each full-time counseling faculty member shall be required to work the



hours assigned by their dean to perform counseling duties. A counseling faculty member's workweek shall not exceed five (5) consecutive calendar days unless waived by the faculty member.

- c. Each full-time counseling faculty member will be awarded Faculty Basic Year Contracts. Under the Basic Year Contract, counseling faculty members may be required to work during all or part of the Fall, Spring, and Summer semesters provided that the counseling faculty member will receive a minimum of seven (7) consecutive weeks off, during which the faculty member will not be on duty. The days worked will not necessarily coincide with those worked by a full-time faculty member. Under a Basic Year Contract, each counseling faculty member shall not be required to work more than 160 days, except in an emergency. If required to work more than 160 days, counseling faculty members will be compensated at the daily rate of pay as defined in Article 2.16.
- d. No load points will be assigned to counseling faculty members for the performance of duties as a counselor.
- e. Each counseling faculty member shall be required to attend no more than six (6) in-service days per year under a Basic Year Contract, and no more than eight (8) in-service days under a College Year Contract.
- f. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. A counseling faculty members and their immediate administrative supervisors shall mutually agree as to which hour on a given workday shall be designated for professional planning, such professional planning to be done on campus. Occasionally, due to operational necessity, the counseling faculty member may be required by the Administrative supervisor to work during a pre-scheduled professional planning time.
- g. Each faculty member shall attend discipline meetings as scheduled with at least five (5) working days prior notice unless the faculty member has a previously scheduled college or academic-related commitment, medical appointment, or is on approved leave of absence.
- h. The salary of counseling faculty members is intended as compensation for all hours worked.
- i. Each faculty member will complete compliance trainings as required by the College. This may include but is not limited to yearly FERPA, ADA, and Title IX training. Compliance trainings are limited to a maximum of five (5) hours per year. All trainings may be counted as Professional Development. When possible, the trainings will be scheduled on in-service days.

## **2. Other Professional Responsibilities**

- a. Each counseling faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and those area meetings

pertaining to college matters called by an immediate administrative supervisor unless on an approved leave or with authorization from the immediate administrative supervisor or the Campus President. The Administration shall use best efforts to provide faculty members with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with faculty members' attendance constitute authorized leave from attending such meetings. On designated in-service days, faculty members shall engage in professional activities that are approved by the Administration.

- b.** The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with their immediate administrative supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c.** At the end of each academic year, each faculty member shall submit to the immediate administrative supervisor an End of Year Verification Form.
- d.** If there are no faculty volunteers for evening/weekend duty, counseling faculty members will serve on a rotational basis for evening/weekend duty. Faculty members will notify their immediate administrative supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve a maximum of two nights per week, unless the Campus President determines that additional evening assignments will be required due to an emergency situation, which shall not extend beyond two weeks. A counseling faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.
- e.** Since the demands for counseling services may occur during periods when classes are not in session, the Administration reserves the right to assign counseling faculty members duty schedules which differ from the duty days of instructional faculty members. The duty schedule, which will be provided at the beginning of the academic year, will not mean that counseling faculty members will work more days than the number of days required for instructional faculty members unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (pro-rated for the number of hours worked) for the additional number of days. However, faculty members whose contractual days are so adjusted shall receive each contractual year a period of at least seven (7) consecutive weeks during which they are not on duty.
- f.** Each faculty member shall respond to reasonable written, email, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled

meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic-related commitment, medical appointment, or is on approved leave, or is not working during the semester.

- g. Each faculty member shall promptly report missing, inoperative, dangerous, or damaged equipment/facilities/furniture to the immediate administrative supervisor, the Campus President, or Public Safety. The Administration shall respond as quickly as possible.
- h. Faculty members shall participate with other faculty members in the discipline to address district-wide counseling-related matters.

#### **D. Instructional Faculty: Temporary Full-Time Faculty (Non-Grant Funded)**

The primary and other professional responsibilities of temporary full-time faculty are as specified in Article 8.2, Sections A, B, or C for a regular faculty member in the same discipline.

1. While employed in a temporary full-time position, temporary full-time faculty members are not eligible for tenure as provided for in Article 6.16, Tenure. However, provided the years of service are continuous, one year of service accrued at the college while serving as a temporary full-time faculty member may be counted toward years of service to be eligible for tenure at the faculty member's discretion when these conditions are met:
  - a. Before temporary, a full-time faculty member can be hired in a full-time regular tenure-track faculty position, they must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and selection can only be made if it adheres to Article 6.18, Selection of New Faculty.
  - b. The faculty member is thereafter employed in a full-time regular faculty position by the College to perform the same duties and responsibilities within the same discipline as performed while in the temporary position.
2. While employed in a temporary full-time faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6, Vacancies/Transfers, Sections A., B., C. and D.
3. No faculty member will be appointed in this classification for more than two consecutive academic years or major semesters thereof.
4. No full-time temporary (non-grant funded) faculty member will serve more than one year without being selected through the screening process.
5. A full-time temporary faculty member (non-grant funded), while employed as a full-time temporary, will be paid as defined in Article 14.2. Full-time temporaries

(non-grant funded) are not eligible for annual salary increases.

6. A full-time temporary faculty member is not eligible for a Department Chair or Program Manager position except as provided in Article 8.2.F.1.
7. No notice of non-renewal is required for a temporary full-time faculty member.
8. In case of emergency, to meet student demands, a full-time temporary faculty member may be hired, and the advertising, screening, and selection procedure will be waived. Emergency hires will be valid for one contractual year only.

**E. Instructional Faculty: Temporary Full-Time Faculty (Grant-Funded Faculty)**

The primary and other professional responsibilities of a grant-funded faculty member is as specified in Article 8.2, Sections A., B., or C. for regular faculty members in the same discipline except as restricted by the terms and conditions of the grant.

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

1. While employed in a grant-funded position, a grant-funded faculty member is not eligible for tenure as provided for in Article 6.16. However, provided the years of service are continuous, one year of service accrued at the College while serving in a grant-funded position shall be counted toward years of service to be eligible for tenure when these conditions are met:
  - a. The year to be counted toward tenure is within the discipline in which tenure is sought.
  - b. Before a grant-funded faculty member can be hired in any regular tenure-track faculty position, they must submit an application for a regular faculty appointment.
  - c. Such application must be considered with other applications for the position, and selection can be made only if it adheres to Article 6.18, Selection of New Faculty.
  - d. A full-time temporary faculty member, while employed as a full-time temporary, will be paid no less than the entry level for the appropriate degree under the current collective bargaining agreement. Full-time temporaries (grant-funded) shall be eligible for annual salary increases.
2. While employed in a grant-funded faculty position, faculty members will not be covered by the transfer provisions specified in Article 6.6, Vacancies/Transfers, Sections A., B., C., and D.
  - a. Before a temporary, full-time faculty members can be hired in a full-time regular faculty position, they must submit an application for a regular full-time faculty position. Such application must be considered with other

applications for the position, and selection can only be made if it adheres to Article 6.18, Selection of New Faculty.

- b. While employed in a temporary full-time faculty position, the faculty member may apply for open full-time regular multi-year contract positions.

## **F. Instructional Department Chairs and Program Managers**

### **1. Appointments, Duties, and Responsibilities**

- a. Except in accredited programs, the acceptance of an assignment as an Instructional Department Chair or an Instructional Program Manager is voluntary. Full-time tenured faculty within the program(s) will be given first option to act in these positions. If no full-time tenured faculty are available or volunteer, a full-time non-tenured faculty may be appointed; if not available, a temporary full-time faculty member may be appointed, provided that, if the appointee does not have a minimum of one year's teaching experience prior to appointment, the duties of part-time and temporary full-time faculty member evaluations may be assigned to the responsible academic dean. The basic duties and responsibilities of the Department Chair and Program Manager positions are as stated in Appendix N and will not be unilaterally changed without the consent of the parties to this Agreement.
- b. In accredited programs, a faculty member may be required to serve as an Instructional Program Manager, including serving as Program Manager during the summer semester or part thereof, consistent with the curriculum requirements of the program(s). Full-time tenured faculty within the program(s) who are fully qualified and recognized as such by the accrediting agency will be given first option to act as Program Manager. If no full-time tenured faculty are available or volunteer, a full-time non-tenured faculty may be assigned; if not available, a temporary full-time faculty member may be assigned. In the event that the appointee does not have a minimum of one year's teaching experience prior to the appointment, the duties of performing part-time and temporary full-time faculty member evaluations may be assigned to the responsible academic dean.

### **2. Compensation**

Compensation shall be in accordance with Article 14.5.

### **3. Evaluation**

- a. The evaluation of a faculty member's performance as an Instructional Department Chair or Program Manager will be under the direction of the supervising dean and will be based on mutually established duties as

stated in Article 8.2.F.1., and distinct from the evaluation of the faculty member's performance of the faculty member's primary duties.

- b. No bargaining unit employees will be evaluated by a Department Chair or Program Manager.

#### **4. College Support**

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

### **G. Academic Division Chairs**

#### **1. Appointments, Duties, and Responsibilities**

The selection and appointment of Academic Division Chairs is the responsibility of the Vice President for Academic Affairs. Nominees will be considered and recommended to the Vice President for Academic Affairs by a committee that includes the Academic Deans, the Vice Presidents of Associate in Arts and Associate in Science programs, the Dean of Post-Secondary Adult Vocational (PSAV) Programs, and the President of FUSA or designee. The acceptance of an assignment as Division Chair is voluntary. To be eligible for the position of Division Chair, a nominee must be a full-time tenured faculty member within the Division. The nominee may not hold the position of Division Chair while also acting as chair or co-chair of any college-wide standing committee, Department Chair, Program Manager, or Discipline Group Chair, the exceptions to this are the co-chairs of the Division of Academic Support Services. Preference will be given to nominees who have acted as chair or co-chair of one of the previously mentioned bodies. The duties and responsibilities of an Academic Division Chair are as stated in Appendix O and will not be unilaterally changed without the consent of the parties to this Agreement.

#### **2. Term**

The term of service for an Academic Division Chair will be three years. An Academic Division Chair may, at the discretion of the Vice President for Academic Affairs, be reappointed for additional terms, both consecutively and non-consecutively. An Academic Division Chair may be replaced at the discretion of the College President or the Vice President for Academic Affairs at will. An Academic Division Chair may resign their position at any time.

#### **3. Compensation**

Compensation shall be in accordance with Article 14.5.

#### **4. Evaluation**

- a. The evaluation of a faculty member's performance as Academic Division Chair will be under the direction of the supervising administrator and the Vice President for Academic Affairs. The evaluation will be based on mutually established duties as stated in Appendix O and will be separate and distinct from the evaluation of the faculty member's performance of the faculty member's primary duties.
- b. No member of the full-time faculty bargaining unit will be evaluated by the Academic Division Chair.

#### **5. College Support/Professional Development**

The College will provide ongoing professional development opportunities for Academic Division Chairs on subjects including, but not limited to, leadership, program evaluation, budget preparation, strategic planning, curriculum development, and the administrative computer systems.

#### **H. Faculty Members Accepting an Administrative Position**

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

##### **1. Re-Entry of Tenured Faculty Currently in an Administrative Position**

- a. Any tenured faculty member who is offered and accepts an administrative position will be placed on Administrative Leave, removed from the faculty salary line, and placed on an administrative salary line. The tenured faculty member will retain the right to return to a tenure-track faculty position under this paragraph until June 30 following five (5) full years on an administrative assignment. If the tenured faculty member who is on an administrative assignment does not elect to return to faculty status within the five (5) full years, such a return to a tenured faculty position will be allowed only if the College has an open faculty position for which the faculty member is fully qualified. When a faculty member elects to return to tenured faculty status, they must do so by giving written notice to the College President on or before February 15 immediately preceding the fall semester in which they will return. While serving in an administrative assignment, a faculty member may request, at their discretion, their position be filled with a Full-Time Temporary Contract. Nothing contained in this Agreement grants a right to a future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning their faculty position as set forth in this

paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby retains their continuing contract status shall be at the sole discretion of the faculty member.

- b. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 1.a. above will be at the rate on the Board-approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

## 2. Non-Faculty Re-Assignments

An employee who has never been a tenured faculty member may be given a one-year temporary full-time faculty position and paid as specified in Article 8.2.D., renewable for two (2) years, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

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

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

## 8.3 Instructional Faculty Load Point System

### A. Definitions

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

1. **Online Learning.** Online Learning is defined by the Online Learning Operations Manual.
2. **Lecture.** A lecture course is one in which the number of contact hours per week equals the semester hours credit for the course. A lecture may utilize a variety of instructional methods such as oral presentation, discussions, demonstrations, collaborative and/or cooperative learning activities. A lecture may include passive and/or active learning, the entire class, groups, pairs or individual activities.



- 3. Laboratory/Simulation.** A laboratory or simulation course is one in which the contact hours per week may exceed the semester hours credit for the course. A laboratory/simulation experience involves planning on the part of the instructor and may include preparation by a lab assistant. The laboratory/simulation experience may require specialized equipment and/or materials, or field experiences to execute the intended course outcomes. Instruction may involve group or individualized student/professor interaction revolving around equipment that is specialized to each discipline. A laboratory/simulation experience is active based learning and may utilize a variety of instructional methods, including, but not limited to: virtual, field or on-campus, oral presentation, discussions, demonstrations, experiments, data literacy activities, case studies, and/or discipline based skills.
- 4. Clinical.** A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. A clinical experience has unique characteristics which include:

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

place in a workshop, theatre, or studio environment.

- 8. Independent Study Course.** An independent study course section is one that has a college course prefix and number, utilizes a delivery method designed for one-on-one instruction, is an HCC established course specifically designated for independent study on Academic Affairs Committee (AAC) paperwork, or directed undergraduate research, and complies with that course's approved description and objectives.

## B. Implementation for the New Point System

Laboratory/Simulation, Clinical and Workshop load points will be adjusted and phased in over a two-year period. Nine (9) points will be awarded for the 2023 – 2024 Academic Year and ten (10) points will be awarded for the 2024 – 2025 academic year. Point adjustments are not subject to retroactive pay.

## C. Value by Major Function for the 2023 – 2024 Academic Year

1. **Online Learning Course Development** shall be compensated as defined in Article 14.
2. **Lecture.** One (1) lecture credit hour equals ten (10) points.
3. **Laboratory/Simulation.** One (1) laboratory contact hour (50 minutes) per week equals nine (9) points. Combined lecture and lab (“C”) courses will be adjusted accordingly.
4. **Clinical.** One (1) clinical contact hour (60 minutes) per week equals 9.6 points.
5. **Faculty of Record.** One (1) faculty of record course credit hour equals eight (8) points. However, the maximum number of points awarded for a faculty of record course will not exceed forty (40) points.

Faculty of Record			
(Courses with Clinical or Work Supervisors)			
Course Credit	Maximum Number of Contact Hours Per Week	Number of Points Per Contact Hour	Maximum Total Points Paid to Faculty
1	1	8	8
2	2	8	16
3	3	8	24
4	4	8	32
5	5	8	40

6. **Applied Music.** A course taught by a full-time faculty member will be compensated at the rate of 4 load points for each half hour of applied music instruction, not to exceed 32 points per semester.
7. **Workshop Course.** One (1) workshop contact hour per week nine (9) points.
8. **Independent Study Course or Directed Research.** For independent study courses or directed research, a faculty member shall receive the equivalent of two overload points per student, up to a maximum of fifteen students, after which the maximum points will be applicable without regard to the number of students. This may only be applied to courses that have been approved by the discipline for independent study.

#### D. Value by Major Function for the 2024 - 2025 Academic Year

1. **Online Learning Course Development** shall be compensated as defined in Article 14.
2. **Lecture.** One (1) lecture credit hour equals ten (10) points.
3. **Laboratory/Simulation.** One (1) laboratory contact hour (50 minutes) per week equals ten (10) points. Combined lecture and lab (“C”) courses will be adjusted accordingly.
4. **Clinical.** One (1) clinical contact hour (60 minutes) per week equals ten (10) points.
5. **Faculty of Record.** One (1) faculty of record course credit hour equals eight (8) points. However, the maximum number of points awarded for a faculty-of- record course will not exceed forty (40) points.

Faculty of Record			
(Courses with Clinical or Work Supervisors)			
Course Credit	Maximum Number of Contact Hours Per Week	Number of Points Per Contact Hour	Maximum Total Points Paid to Faculty
1	1	8	8
2	2	8	16
3	3	8	24
4	4	8	32
5	5	8	40

6. **Applied Music.** A course taught by a full-time faculty member will be compensated at the rate of 4 load points for each half hour of applied music instruction, not to exceed 32 points per semester.

7. **Workshop Course.** One (1) workshop contact hour per week ten (10) points.
8. **Independent Study Course or Directed Research.** For independent study courses or directed research, a faculty member shall receive the equivalent of two overload points per student, up to a maximum of fifteen students, after which the maximum points will be applicable without regard to the number of students. This may only be applied to courses that have been approved by the discipline for independent study.

#### 8.4 Meeting Load Point Obligations

- A. An instructional faculty member on a Basic Year Contract will fulfill their contractual obligation to the Board by earning 150 points in the Fall and Spring semesters (300 load points per year).
- B. A faculty member on a College Year Contract must earn 150 load points or its equivalent in the Fall and Spring semesters and 120 load points or its equivalent during the Summer semester (420 load points per year).
- C. A full-time instructional faculty member who is offered and accepts a Twelve-Month Contract will perform the tasks assigned and will be compensated as set forth in Article 2.15.C.
- D. Compensation for load points in excess of the minimum are subject to the overload compensation as set forth in Article 14.4.
- E. Any release time for college duties shall count towards the faculty member's contractual load.
- F. A faculty member who is within six (6) points of their minimum load requirement for a semester will have their obligation considered satisfied.

#### 8.5 Instructional Faculty Overloads

- A. If a faculty member chooses to teach additional load points (overloads) as provided by the Contract, the faculty member will be compensated for overloads as provided in Article 14.
- B. A faculty member will submit their overload requests on the Schedule and Overload Request form at the same time the semester load requests are sent to the immediate administrative supervisor or designee by the due date provided by the administrative supervisor or designee. Any changes to the overload requests or schedule must be submitted in writing no less than two (2) weeks prior to the first instructional day of the course.
- C. A faculty member who is on a Performance Improvement Plan (PIP) for any reason is not eligible for overload.
- D. A faculty member may receive overload points as follows:

1. A faculty member may request an overload in each of the Fall and Spring semesters. If overloads are available within the discipline, any faculty member rated "Satisfactory" on the evaluation shall have priority for up to ninety (90) load points by the immediate administrative supervisor. A faculty member rated "Acceptable but needs some improvement" may be permitted to teach an overload; the decision as to whether they are eligible to teach an overload and, if eligible, the number of overload points that can be taught are within the discretion of the immediate administrative supervisor. If such overload is granted, the overload shall not exceed sixty (60) overload points.
2. During the summer, a faculty member rated "Satisfactory" on their evaluation shall have priority for overload points after all full-time faculty within the discipline have met their minimum contractual load to the Board and provided further that additional load points are available within the discipline.
  - a. Due to the varying lengths of courses offered during the summer semester, the maximum number of overload points for faculty shall be determined, in part, by the specific term length and the total number of calendar weeks the faculty member is teaching. Per the limits described below, the maximum number of overload points shall not exceed 240 points for faculty members on a Basic Year Contract, and 90 points for a faculty member on a College Year Contract.
  - b. For any semester, the maximum number of overload points shall not exceed twenty (20) points multiplied times the number of weeks in the term. In addition, for faculty teaching courses over multiple terms, the maximum number of overload points shall not exceed twenty (20) points multiplied times the total number of calendar weeks the faculty member is teaching. To reach the maximum allowed 240 overload points, a faculty member on a Basic Year Contract would have to teach at least twelve calendar weeks in the summer.
  - c. Any faculty member rated "Acceptable but needs some improvement" may be permitted to teach overloads in the summer. The decisions as to whether they are eligible to teach overloads in the summer and, if eligible, the number of overload points that can be taught are within the discretion of the immediate administrative supervisor. If such an overload is granted, it will not exceed two-thirds (2/3) of the maximum overload points allowed under this article.
  - d. Any full-time faculty member teaching summer overload assignments will post ten (10) minutes of office hours per credit hour of classes taught each week. Office hours may be online, on campus, or a combination of both.
3. Due to the variations in course load points, faculty loads within ten (10) points of the maximum will be considered in compliance with load limits.

4. Overload requests in excess of those set forth in this agreement shall only be permitted for emergency circumstances. Such requests must have the written approval of the Vice President for Academic Affairs.
- E. Overload assignments within a discipline shall be distributed equitably by the immediate administrative supervisor among faculty with a "Satisfactory" evaluation who request an overload.
1. A full-time faculty member rated satisfactory shall have priority over those with an "Acceptable but needs some improvement" rating.
  2. A full-time faculty member rated satisfactory shall have priority over all part-time faculty on all campuses.
  3. A full-time instructional faculty member rated satisfactory shall have priority to teach an overload in their own regularly assigned area(s) of instruction and/or discipline over a full-time faculty member outside that area.
  4. A tenured full-time faculty member rated satisfactory shall have priority for up to 60 points over all non-tenured, full-time faculty on the campus from which most of their points are assigned.
  5. If no alternative class sections are available from the campus where most of the faculty member's points are assigned, the faculty member may request overload points from other campuses. A faculty member may request preferred courses and will use the modality and materials as originally assigned to the section.
- F. All overload assignments taught will be covered by sick leave as specified in Article 12.1, Sick Leave.
- G. Except as otherwise provided for Health Science faculty, a faculty member will be compensated for all load points during the Summer at the overload rate.

#### **8.6 Librarian/Counselor Instructional Overload**

For instructional overloads, a librarian and a counselor will be subject to the same provisions for an overload assignment as an instructional faculty member, including a Satisfactory rating by their immediate administrative supervisor. The Board shall compensate library and counseling faculty members for instructional overloads pursuant to Article 14. Library and counseling faculty members will receive contracts for all teaching overload duties. If compensated for an overload, the individual remains responsible for those librarian/counselor duties as assigned by the supervising dean. All overload assignments taught will be covered by sick leave as specified in Article 12.1, Sick Leave.

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

A faculty member may agree to be assigned additional non-instructional responsibilities

which may include work performed under a supplemental activity agreement. The Board will compensate faculty members for the assignment in accordance with the agreed upon rate as specified in Article 14 and/or allow for adequate release time. Faculty may receive a stipend at the agreed upon rate, release time, or a combination thereof, as determined by mutual agreement with College Administration and with notification and approval from their supervising dean.

### **8.8 Substitute Teaching**

A faculty member is encouraged to make substitute recommendations but shall not make final substitute assignments. The Administration may request a faculty member to teach an absent faculty member's class. If the faculty member teaches the class for the duration of the assigned class period, the faculty substitute will be compensated with substitute pay in accordance with Article 14. If the faculty substitute teaches in excess of two (2) consecutive weeks, the Administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14.7.

### **8.9 Class Observations**

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

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

### **8.10 Class Surveillance**

A faculty member shall not be observed via classroom surveillance or simulation without the knowledge of the faculty member.

### **8.11 Lounge Facilities**

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

### **8.12 Parking**

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

### **8.13 Telephone**

The Administration shall provide at least one telephone for each full-time faculty member's office. The use of telephones shall be in accordance with the administrative

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

#### **8.14 Safe Working Conditions**

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

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

#### **8.15 Travel Expenses**

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

#### **8.16 Assault, Battery, or Threats of Injury by a Student**

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

#### **8.17 Class Disruption**



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

### **8.18 Duplication Facilities**

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

### **8.19 Office Assignment**

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

### **8.20 Grading System**

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

The faculty member shall use the College's Learning Management System to record all student assignments and final grades defined in the course syllabus.

### **8.21 Class Scheduling**

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

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

When it is necessary to make multi-campus assignments, assignments requiring more than three different preparations, or assignments of courses not previously taught, the Administration shall make such assignments on an equitable basis. When a faculty member is selected to teach a non-credit course, the faculty member will be offered a supplemental activity contract and will be paid at a mutually agreed upon rate. The faculty member selected must have approval of the dean.

## **8.22 Graduation**

Full-time faculty shall participate in the college graduation exercises unless granted approved leave or scheduled to teach a college class. The Administration shall provide graduation regalia at no expense to faculty members.

### **8.23 Salary Checks**

- A.** A faculty member shall receive their annual contract pay in twenty-six (26) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year, or at the faculty member's option, they may elect to receive their annual contract pay in nineteen (19) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year by submitting to their supervisor the Faculty Pay Option form on the last day of the Spring semester each year.
- B.** Absent an emergency, overload compensation for major semesters shall be paid beginning no later than with the paycheck for the third full pay period in the semester, and will be paid in equal installments thereafter. Overload compensation for the Summer semester will begin as soon as reasonably possible and be paid in equal installments of not less than two (2) installments.
- C.** In the event of an error resulting in under-payment to the faculty member of \$250 or greater, a supplemental check shall be generated and provided to the faculty member not more than two (2) business days after written notification to Human Resources.
- D.** In the event of an error resulting in under-payment to the faculty member of less than \$250, pay shall be corrected no later than the next regular payroll after written notification to Human Resources.
- E.** In the event that a faculty member is overpaid, the faculty member will be required to reimburse the college the full amount of the overpayment. When the faculty member is still employed at the college, and the amount exceeds \$250, the college and the faculty member will develop an agreement for repayment. The repayment will be via payroll deduction. Every effort will be made to avoid as much negative impact to the employee as possible by stretching the re-payment over several pay periods.

### **8.24 Class Location Adjustments**

In the event there is a heating or cooling system malfunction, technology issue, or other adverse condition at any work location which seriously impairs the learning climate, a faculty member may temporarily relocate the class. If relocating the class is not feasible, dismissal of a class requires prior authorization by the immediate administrator.

### **8.25 Textbook Selection**

Faculty will select college textbooks in compliance with Florida Statutes.

#### **A. Textbook Committees**

Textbooks for those courses with two (2) or more sections on a campus are selected for a minimum of two (2) years by a discipline group textbook committee chaired by the Academic Division Chair or designee(s). Discipline group textbook committees will consist of faculty members who regularly teach the course or faculty in the discipline assigned to assist with coordinating the course on campus. Discipline group

textbook committees will evaluate prospective textbooks using a cost-benefit analysis and may select a single text to be used college-wide and should endeavor to do so but may choose to select different textbooks by campus, if warranted.

For the contract duration, the following courses will maintain college wide adoptions except for courses using free alternative materials that are approved by the discipline committee or the Vice President for Academic Affairs:

ANT 2000	ART 1000	ENC 1101	MAC 1105	MAC 1114
MAC 1140	MMC 2000	HUM 1020	ECO 2013	GEB 1011
PHI 1600	POS 1001	POS 2041	BSC 2085	BSC 1025C
CHEM 2045/46				

Discipline Group textbook committees may choose to select different textbooks by campus, if warranted, with considerations of cost variance as to comply with state statutes. The committee should recommend common learning materials for both face-to-face and online modalities, and a rationale must be provided if the learning materials are different. The selected learning materials must incorporate the basic principles of the course. Full-time faculty may be allowed to use free materials instead of the required learning materials with the written approval of the Vice President for Academic Affairs or designee.

The Vice President for Academic Affairs will coordinate all discipline textbook committees. The Vice President for Academic Affairs will work with the Academic Division Chairs to create a calendar for discipline adoptions during scheduled college workdays.

The Vice President for Academic Affairs will request textbook lists from each committee. The Administration will provide access to a searchable database of all textbook adoptions.

When circumstances occur that warrant a committee reconsideration of a textbook selection, the Vice President for Academic Affairs may make an exception to the minimum three-year requirement.

The Administration shall provide each faculty member with a complimentary copy (print version) of the textbook(s) selected for a course. The faculty member may keep the textbook(s) or return it (them) to the immediate Administrative supervisor.

## **B. Supplements**

A full-time instructor has the right to select supplementary and optional textbooks for a course. A supplementary text is a required textbook selected by an instructor to supplement the primary text. An optional textbook is not required for a course.

Purchase of an optional text is discretionary for the student. Supplementary and optional texts must correspond to the course syllabus as well as the goals and objectives of the course as described in the catalog. The cost of a supplementary text will be less than \$30.00 per text. A faculty member may submit a request for an exception to the \$30.00 per text limitation with rationale to the Vice President for Academic Affairs with a copy to the academic dean. The Vice President for Academic Affairs must approve all supplementary text requests when the cost per text exceeds \$30.00 per text.

### **C. Off-Campus Site**

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

### **D. Special Approved Texts**

A faculty member with special needs or one who is engaged in an experiment on a campus may submit a written request to the Vice President for Academic Affairs (or designee) to approve a text different from the committee-selected text provided the text covers the discipline-approved course objectives. Any experimental or pilot tests of instructional materials will follow the guidelines outlined in the textbook procedure. Experiments or pilot tests of instructional materials shall not exceed three (3) semesters.

## **8.26 Supplies**

The Board agrees to provide full-time faculty with adequate materials and supplies to fulfill their College responsibilities. Faculty will request materials and supplies from their immediate administrative supervisor. Decisions on granting such requests will be made by the administrative supervisor in the best interests of the educational process.

## **8.27 Electronic Mail**

The College's administrative network email system is an official College medium for communication. All faculty will be assigned an email address on the network system. All faculty are responsible for monitoring their email on a regular basis.

---

## Article 9: Faculty Evaluation and Development

### 9.1 Performance Evaluation of Faculty

The parties recognize the importance and value of the evaluation process for assisting the progress and success of both newly employed and experienced faculty. The 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. The evaluation of faculty shall be the responsibility of the Administration. The Administration shall not assign the evaluation of faculty members to Program Managers, Department Chairs, Discipline Chairs, and/or Division Chairs, as they are members of the same bargaining unit.

#### A. Overview

Performance evaluations consist of the following:

1. Formal observation(s)
2. Professional commitments and collegial relations
3. End of Year Verification completed by faculty member
4. Written evaluation by the supervising dean which will include documentation of the formal observation, the extent to which primary and other professional responsibilities are met, and a review of the End of Year Verification Form
5. Student Feedback Surveys (if applicable)
6. Post-Evaluation conference between the faculty member and the supervising dean to go over the completed Faculty Performance Evaluation form
7. Faculty response (optional)

#### B. Performance Evaluation (to be conducted by supervising dean)

##### 1. Formal Observations

The supervising dean for each faculty member in the department may conduct one or more unannounced classroom visitations each year. The supervising dean for each library and counselor faculty may conduct one or more unannounced 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. A faculty member teaching online learning courses will provide the dean "student level" access to their course(s) upon request for observation purposes.

## **2. End of Year Verification**

A faculty member must complete the End of Year Verification Form for submission by April 5 of each academic year. Should revisions be necessary, they will be accepted through the end of the academic year.

## **3. Written Evaluation**

### **a. Forms**

The faculty member's supervising dean shall formally evaluate the faculty member's performance using the appropriate tenured or non-tenured Faculty Performance Evaluation form (see form A or B of Appendices B, C, D). Annual performance evaluations of faculty are mandatory and cannot be waived.

### **b. Timeframes**

Non-tenured faculty will be observed each Fall and Spring semester within the first twelve (12) weeks. A completed written evaluation of the observation must be returned to the non-tenured faculty member within five (5) weeks of the observation.

Failure of the supervising dean to observe a non-tenured faculty member as required by this contract shall be conclusive proof that the faculty member's performance is considered satisfactory for that semester.

Tenured faculty will be observed at least once each year either during a major semester or during the summer semester if on a College-Year or Twelve-Month contract. Under extenuating circumstances, the formal observation may be waived for one year and will be considered satisfactory.

Failure to observe a tenured faculty member as required by this contract shall be conclusive proof that the faculty member's performance is considered satisfactory for that year.

### **c. Deficiencies**

The supervising dean will identify, where appropriate, any deficiencies and provide suggestions or otherwise assist the faculty member with any necessary correction or remediation within five (5) weeks of the observation. A second or third observation of a faculty member will be at the discretion of the faculty member's supervising dean or at the request of the faculty member and in accordance with the requirements outlined in this Article.

The faculty member's supervising dean shall complete the appropriate

sections of the Faculty Performance Evaluation form and, if needed, the Faculty Performance Improvement Plan form (Appendix T) to ensure the following:

1. notification to the faculty member if deficiencies exist that require correction;
2. an explanation of any deficiencies as noted and the expected improvement;
3. assistance that the Administration will provide to enable the faculty member to improve performance if deficiencies are noted;
4. the time frame established to demonstrate improvements.

**d. Personnel File**

A faculty member's completed Faculty Performance Evaluation forms, corresponding Appendices, and faculty responses, if any, shall be filed in the employee's Limited Access personnel file.

**e. Post-Evaluation Conference**

The supervising dean shall provide a faculty member with a copy of their completed Faculty Performance Evaluation form and meet with the faculty member at a post-evaluation conference. The supervising dean will provide a three (3) day notice of the scheduled evaluation conference. The Faculty Performance Evaluation form and any addenda shall be signed by both the faculty member and the supervising dean. The faculty member's signature does not necessarily imply agreement with the content of the evaluation.

**4. Faculty Response**

**a. Written Response**

A faculty member who considers the Faculty Performance Evaluation form to be incomplete, inaccurate, or unjust shall have the right to attach a written response within fourteen (14) working days of the Post-Evaluation Conference. The faculty member's supervising dean shall read and sign the faculty member's written response. The Administration shall take no action against a faculty member for including a written response to the evaluation or complaining of a contract violation in the evaluation process.

**b. Appeal of an Evaluation**

A faculty member who disagrees with the factual contents of the Faculty Performance Evaluation form or who claims the supervising dean failed to



follow evaluation procedures shall have the right to file a grievance in accordance with Step 1 of the grievance procedure as outlined in Article 11. If the grievance relates to the factual content of the evaluation, the burden of proof will be upon the grievant to demonstrate by clear and convincing evidence that the factual content of the evaluation is wrong.

**c. Union Representation at Evaluation**

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

**5. Student Feedback Survey of Instructional Faculty**

Students shall complete an online student feedback survey for an instructional faculty member each Fall and Spring semester on the Student Feedback Survey in Appendix F or on any mutually agreed upon replacement questionnaire.

- a. Student feedback surveys should be scheduled at the approximate point at which two-thirds (2/3) of the courses, laboratories, or clinicals have been completed. In the Fall semester, one course, laboratory, or clinical will be chosen by the faculty member and in the Spring semester one will be chosen by the supervising dean for inclusion in annual evaluations, tenure, and post-tenure review. Online surveys may be conducted for all sections for additional feedback.
- b. Students will be provided a secure web-based interface in which to complete surveys anonymously and without replication. This interface will be accessible only to students enrolled in the course at the time of the survey. Faculty will be provided student responses and feedback for course sections.
- c. The survey is to be utilized by the faculty member for improvements in performance and possible modifications in the course. The supervising dean may elect to review and discuss recent student feedback with the faculty member. The Student Feedback Surveys will be available to the faculty member after grades are submitted and will be retained on the Learning Management System for use in the evaluation, tenure, and post tenure review. During the first one-third (1/3) of the semester, a faculty member may request an additional student feedback survey for assessment purposes.
- d. Results of the student feedback surveys may be used by the faculty member's supervising dean in preparing the Faculty Performance Evaluation form for instructional faculty (see Appendix B). If results are used, items 1 through 16 of the survey, or any mutually agreed upon

revisions of these items, may be considered. If 30% or more, rounded up or down to the next whole number, of the responses to any single question(s) on the form are marked “disagree” or “strongly disagree” in any two out of three consecutive semesters in which the surveys are conducted in the faculty member’s class, the supervising dean may use such responses in the comments section of the Faculty Performance Evaluation form for instructional faculty. The supervising dean may also write positive comments on the Faculty Performance Evaluation form based on student feedback.

## **9.2 Faculty Development**

- A.** A faculty member will participate in a minimum of ten (10) hours of faculty development activities each year, over and above in-service, except for those parts of in-service specifically designated as faculty development by the Administration.
- B.** A faculty member who is a continuing contract candidate must also complete additional faculty development modules designated for tenure in accordance with Article 6.16. These modules can be completed over the course of years 1 – 5 as specified below.
  1. A faculty member hired Fall 2019 and thereafter shall complete five (5) distinct Tenure Modules (TMOD).
  2. A faculty member hired prior to Fall 2019 may either complete five (5) distinct Tenure Modules (TMOD), or ten (10) modules related to the community college in higher education (CCHE Modules) or to college teaching (CT Modules). At least one module will be offered at a faculty in-service for both the fall and spring semesters. The Associate Vice President for Associate in Arts will maintain a list of Tenure Modules, including CCHE and CT Modules, and will provide them to the faculty members, tenure committees, and deans.
- C.** Faculty will record faculty development hours on their End of Year Form.

## **9.3 Post-Tenure/Continuing Contract Award Review**

Post-Tenure consists of a peer review by the Campus Tenure Committee and a review by the Administration.

### **A. Campus Tenure Committee Review**

For a faculty member on continuing contract (tenure), a peer review will be conducted every five years following the award of continuing contract. This review will be conducted by the Campus Tenure Committees. All members of the committee must be tenured and on continuing contract. The faculty member will provide copies of the appropriate Faculty Evaluation Performance Review forms as described in 9.1.B.3.A., Student Feedback Survey reports, and End of Year Verification forms for the previous five (5) years. The Administration will ensure the student evaluations

and the appropriate Faculty Evaluation Performance Review forms are available.

The committee members will review the forms provided to them by the faculty member. The committee members shall use the Post-Tenure checklist (Appendix V) to verify that since the award of a continuing contract, or the last Post-Tenure Review, the faculty member has continued satisfactory professional performance of all faculty duties as well as continued contributions in the following areas:

1. Participation in professional development activities as specified in Article 9.2
2. Service and/or contributions to department, College, and community

The Campus Tenure Committee will communicate its recommendation to the supervising dean and the Campus President in writing.

The signed Post-Tenure form will be returned to the supervising dean by the chairperson with a copy provided to the faculty member.

#### **B. Administrative Periodic Review**

1. The dean's recommendation regarding post-tenure review is based upon consideration of a number of elements, including but not limited to the faculty member's annual evaluation performance reviews, student success, collegiality, educational qualifications, scope and currency of subject matter knowledge, and student feedback.
2. The dean will communicate a recommendation to the Campus President in writing.

#### **C. Deficiencies**

1. If the Campus Tenure Committee or the dean recommend the faculty member be placed on a Performance Improvement Plan (PIP), the faculty member has up to thirty (30) days to provide additional information and a written appeal.
  - a. If an appeal is submitted, the dean and the Campus Tenure Committee will deliberate over the evidence provided. If it is determined a PIP is not warranted, the post-tenure review will be rated satisfactory. The dean and the Campus Tenure Committee can make recommendations to the faculty member regarding the reasons the member was placed on this review.
  - b. If a PIP is warranted, the dean and Campus Tenure Committee would agree on the PIP contents.
  - c. The faculty member is given the PIP and reviewed again by the Campus Tenure Committee and the dean the following year.
    - i. If improvements are adequate, the post-tenure review will be rated

satisfactory.

- ii. If sufficient progress has by made by the faculty member towards the goals of the PIP, but the plan is not yet deemed satisfactory, the Campus Tenure Committee and the dean may recommend an extension of time of no longer than one additional year in which the faculty member may continue to work on the PIP or a revised PIP.
  - iii. If a faculty member has failed to complete a performance improvement plan to the satisfaction of the supervising dean and the campus post-tenure review committee, the faculty member will return to a full-time temporary contract and will be eligible to re-apply for the position.
2. Any faculty member who does not submit the complete post-tenure documentation by the due date will be given five (5) business days to provide the documentation. Failure to provide the documentation after five (5) business days will default the post-tenure recommendation to unsatisfactory and may result in disciplinary action.

#### **D. Responsibilities of the Campus President, President, and Board of Trustees**

1. The Campus President will make a recommendation to the College President and the Board of Trustees based on the review of the dean's and committees' recommendations.
2. The District Board of Trustees may, upon recommendation of the President, maintain a faculty member on continuing contract, terminate a full-time faculty employee under continuing contract, or return the employee to an annual contract for failure to meet post-award performance criteria, or for just cause, in accordance with college policies and procedures. The President or designee shall notify the full-time faculty member in writing of the recommendation and shall afford the full-time faculty member the right to formally challenge the action in accordance with the policies and procedures of the college. As an alternative to the hearing rights provided by college policies and procedures, the employee may request an administrative hearing in accordance with Chapter 120, F.S., by filing a petition with the Board within twenty-one (21) days of receipt of the recommendation of the President.

#### **E. Post-Tenure Review Schedule and Timeline**

1. Post-tenure review occurs on a staggered schedule developed using five-year increments organized by the date that the faculty member earned tenure. The calendar is updated on an annual basis and is available from the Vice President for Academic Affairs. A newly tenured faculty member will be reviewed five years following the year of continuing contract award and stay within that yearly group for subsequent reviews. Only faculty in DROP (Deferred Retirement Option

Program) will be excluded from the review process. All other faculty will be expected to participate in post-tenure review.

2. Post tenure review will be conducted during the Fall term. A faculty member will be notified by the end of April of the preceding academic year that their post-tenure review materials are due by September 30. Post-tenure review will be completed by the end of the Fall term in time for final approval in the January Board of Trustees meeting.

## **Article 10: Reduction-in-Force**

### **10.1 Reduction-in-Force (RIF)**

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

### **10.2 Reduction-in-Force Procedure**

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

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

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

The number of points earned for the highest degree earned by a faculty member will be multiplied by 25% to equal "A".
  - 2. The number of years accumulated at the College as a full-time faculty member, including years on Board-approved leave of absence, will be multiplied by 40% to

equal “B”.

3. The number of years of allowable experience at the time of employment at the College will either be multiplied by one (1) for a faculty member with a continuing contract or multiplied by zero (0) for a faculty member with an annual contract. The total number will then be multiplied by 35% to equal “C”.

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

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

**POINT CALCULATION FORMULA CHART**

Points are accumulated as follows:

- |   |   |                      |
|---|---|----------------------|
| 1. Doctorate  | 4 |                      |
| Master's + 30   | 3 | X 25% = A            |
| Master's  | 2 |                      |
| Bachelor's  | 1 |                      |
|   |   |                      |
| 2. Number of years at the college as a full-time faculty member |   | X 40% = B            |
|   |   |                      |
| 3. Number of years of allowable experiences at time of College  |   | X 35% = C Employment |

X 1 for Continuing Contract X 0 for Annual Contract

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

- D. The reduction-in-force point system shall be applicable only to full-time faculty members.
- E. If a reduction-in-force is implemented, faculty within the discipline in each of the categories specified in section B above who have the greater number of points as determined by the reduction-in-force point system shall be retained over other faculty with fewer reduction-in-force points within the same category.
- F. The number of faculty affected by a reduction-in-force shall not exceed the number of positions to be eliminated under a reduction-in-force.
- G. Full-time faculty members who may be affected by a reduction-in-force will be

warned in writing by April 1 that their contract may not be funded the following academic year. Definite notification of such RIF will be given to the faculty member in writing by the end of the Spring Term.

- H.** Faculty members returning after a reduction-in-force shall receive contracts for positions in a reverse order as determined by the reduction-in-force point system, with those faculty members with more reduction-in-force points returning prior to those faculty members with fewer reduction-in-force points in the same discipline.
- I.** Faculty members who have been terminated due to a reduction-in-force shall have the right to recall for the position under the terms of this Agreement. For a period of three (3) years from effective date of layoff until the recall provisions of this Article have first been utilized, the Administration shall not hire a new faculty member for a position that could be filled by a qualified faculty member whose position was terminated by a reduction-in-force.
- J.** The Administration shall reinstate all credits, status, and benefits under the terms of this Agreement to faculty members who are reinstated following recall.



---

## Article 11: Grievance and Arbitration

### 11.1 Grievance

#### A. Purpose of the Grievance Procedure

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the Administration shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

#### B. Definitions for the Procedure

The following definitions will be used for the grievance procedure in this Article:

1. **Grievance.** An alleged violation or dispute involving the interpretation or application of the terms of this Agreement.
2. **Aggrieved or Grievant.** Any faculty member, group of faculty members, or the Union that files a grievance as defined in this Article.
3. **Faculty Member.** Any member of the Union or bargaining unit.
4. **Days, Work Days, or Working Days.** As used in this Article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar.
5. **Respondent.** The College, or the appropriate administrative official.

#### C. Grievance Procedure

The Union has the right to represent the faculty member and be present at any step of the Grievance Procedure. All timelines shall be interpreted as the end of the specified working day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

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

## **1. Individual Grievance**

### **Step 1: Notice to Respondent**

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

### **Step 2: Written Grievance to Respondent**

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

### **Step 3: Written Grievance to Respondent's Immediate Supervisor**

If the grievance is not settled at Step 2, or if there is no disposition within five (5) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the respondent's immediate Administrative supervisor, with a copy to the Union and the Executive Director of Human Resources. Within five (5) days after receiving the Step 3 written grievance, the respondent's immediate Administrative supervisor shall meet with the grievant and/or the Union's designated representative with the objective of resolving the matter. Within five (5) days after the meeting, the respondent's immediate Administrative supervisor shall submit a written decision to the grievant with a copy to the Union and the Executive Director of Human Resources.

### **Step 4: Written Appeal to the College President**

If the aggrieved person is not satisfied by the Step 3 disposition, or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file an appeal. The Union may file a written appeal with the College President or designee (with a copy to the Executive Director of Human Resources) by the tenth (10th) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written appeal with the College President, the College President or designee will meet with the aggrieved person and the Union's designated representative(s) with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's Grievance Chairperson with a copy to the

Executive Director of Human Resources.

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

### **Step 5: Arbitration**

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

no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Administration, unless either party contests it before a court of competent jurisdiction as permitted by state law.

- e. **Fees and Expenses of Arbitration.** The Board and the Union shall each pay one-half (1/2) of the total cost of all arbitrator charges incurred in the arbitration process. However, expenses for witnesses who are not a party to the grievance shall be borne by the party that calls them and any recording costs will be borne by the requesting party(ies). If a transcript is required by the arbitrator, the parties shall split the cost. Copies of the transcript may only be obtained through the Court Reporter. If the transcript is obtained under the Public Records Act, the requesting party agrees to pay the Court Reporter an amount equal to the cost of the transcript.

## 2. Class Action Grievance

### Step 1: Notice to Respondent

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

### Step 2: Fact Finding

If the grievance is not settled at Step 1, or if the aggrieved is not satisfied with the disposition at Step 1, or if there is no disposition within five (5) days after the discussion in Step 1, the Union may request a fact-finding meeting with the Executive Director of Human Resources. The Executive Director of Human Resources will schedule and hold the meeting with ten (10) days of a written request from the Union. The Administration will give a written respond within ten (10) days from the date of the meeting.

### Step 3: Class Action Grievance Filing

If the grievance is not settled at Step 2, the Union has ten (10) days from the date the written response is received, or, if not received, was due, to file a class action grievance, provided that the class grievance is filed not later than the forty-five (45) day limitation set forth in the second paragraph under paragraph C, Grievance Procedure. All class action grievances will be filed at

Step 3 with the Union as the grievant and the Executive Director of Human Resources as the respondent. Within five (5) days after receiving the Step 3 written class action grievance, the respondent shall schedule a meeting within the next ten (10) days with the Union's designated representative(s) with the objective of resolving the matter. Within ten (10) days after the meeting, the respondent shall submit a written decision to the Union representative.

#### **Step 4: Written Appeal to the College President**

If the Union is not satisfied by the Step 3 disposition, or if there is no disposition within five (5) days after the date of the meeting, the Union may file a written appeal with the College President or designee (with a copy to the Executive Director of Human Resources) by the tenth (10th) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President or designee will meet with the Union's designated representative(s) with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the Union's Grievance Chairperson with a copy to the Executive Director of Human Resources.

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

#### **Step 5: Arbitration**

- a. Appeal to Arbitration.** Any grievance as defined in this Article that has been properly processed in a timely manner through the grievance procedure set forth in this Article and that has not been settled at the conclusion of Step 4 may be appealed to arbitration by the Union with written notice of its intent to appeal. Failure to appeal a grievance to arbitration within ten (10) days after receipt of the written answer from the Administration at Step 4 of the grievance procedure set forth in this Article shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Administration at Step 4 of the grievance procedure shall be final and binding on the aggrieved employee, the Union, and the Administration.
- b. Stipulation and Selection of Arbitrator.** Within ten (10) days following the Step 4 disposition of the grievance by the College President in this Article, the Union must submit to the Executive Director of Human Resources a written notice of intent to appeal the grievance to arbitration. Prior to arbitration, the Union will meet with the College President or designee to stipulate those issues upon which the parties can agree. Not later than ten (10) days after the Union serves the Administration with written notice of intent to appeal a grievance to arbitration, the Union shall

request the American Arbitration Association (AAA) to furnish the Administration and the Union a list of seven (7) qualified and impartial arbitrators. Within five (5) days after receipt of that list by the Administration and the Union, the Administration and the Union shall alternately strike names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator whose name remains shall hear the grievance. It will be the responsibility of the Association to inform AAA of the name of the arbitrator selected.

- c. **Hearing Before the Arbitrator.** The arbitrator shall arrange for any hearing they deem necessary as soon as practical after the arbitrator is notified of the selection. The arbitrator shall render a decision in writing by the thirtieth (30th) calendar day after the close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs.
- d. **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Administration. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Administration, unless either party contests it before a court of competent jurisdiction as permitted by state law.
- e. **Fees and Expenses of Arbitration.** The Board and the Union shall each pay one-half (1/2) of the total cost of all arbitrator charges incurred in the arbitration process. However, expenses for witnesses who are not a party to the grievance shall be borne by the party that calls them and any recording costs will be borne by the requesting party(ies). If a transcript is required by the arbitrator, the parties shall split the cost. Copies of the transcript may only be obtained through the Court Reporter. If the transcript is obtained under the Public Records Act, the requesting party agrees to pay the Court Reporter an amount equal to the cost of the transcript.

#### **D. Written Presentations**

The written grievance in the grievance procedure shall set forth the following on Grievance Form A:

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

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

#### **E. Time Limitations**

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

#### **F. Recognition of Union Representatives**

The Administration shall recognize the Grievance Chairperson or designee as the Union representative for grievances. The Union will advise the Executive Director of Human Resources of the name of the Grievance Chairperson and any changes.

#### **G. Settlement, Withdrawal, or Disposition of Grievances**

Any settlement, withdrawal or disposition of a grievance at any step below arbitration in the grievance procedure shall not constitute a binding precedent for a similar grievance.

#### **H. Documentation**

The Union, the aggrieved employee, and the Administration shall provide documentation as it becomes available. Either party may request information from the other party. If either party refuses to divulge any requested information or knowledge related to the grievance that it may have, the refusing party may not offer that information as evidence and, if offered, such evidence will be rejected by the

arbitrator.

**I. Reprisals**

The Administration shall make no reprisals against employees through action or omission because of their involvement in a grievance procedure.

**J. Class Action**

The Union shall have the right to initiate a class action grievance, which is a grievance filed by the Union on behalf of faculty and/or to enforce the provisions of the Agreement, which shall be based on each of the following criteria:

1. the grievance must affect and raise complaints common to the class;
2. due to the number of faculty affected by the grievance, it would be impractical to file individual grievances, and;
3. the Union can fairly and adequately protect the interests of the aggrieved faculty and/or enforce the Agreement by filing a class action grievance.

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

**K.** This grievance procedure cannot be used by the Union or any employee to dispute a decision made by the College not to renew the contract of an employee on annual contract or to dispute a decision by the College not to award a continuing contract to unit employee, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Contract.

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



## Article 12: Leaves of Absence

### 12.1 Sick Leave

A full-time faculty member shall earn sick leave based on the contract as follows:

College Year Contract	12 days per year
Twelve-Month Contract	12 days per year
Basic Year Contract	9 days per year, except as provided in this Section

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

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

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

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

450 minutes = the number of minutes in a workday.

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

2. For counseling or library faculty, the actual number of minutes of leave will be deducted from a counselor/librarian on approved sick/personal leave.
  3. Five (5) days of accrued sick leave will be deducted when a faculty member is absent for a full workweek.
- G.** When an illness or disability extends beyond the accrued sick leave, a faculty member may request to utilize any accrued vacation leave or personal leave or absence without pay. The Campus President and the College President must approve a personal leave of absence without pay for an illness or disability that extends beyond ten (10) consecutive days. When the personal leave of absence without pay extends beyond thirty-one (31) days, the Board of Trustees must approve the leave. A doctor's certification may be required to substantiate the extended leave period. Where applicable, the provisions of Section 12.12, Family Medical Leave Act Leave, will apply.
- H.** The College shall provide faculty members access to information on accrued sick leave.
- I.** A faculty member who is directly employed by the College following a period of satisfactory service with another Florida public educational system may transfer any accrued sick leave credit to the College, provided at least one-half (1/2) of the faculty member's total accrued sick leave at any time must be earned at the College.
- J.** Days used for sick leave, personal leave, or days donated to the Sick Leave Pool will be deducted on a "last-earned, first-used" basis. All sick leave days accumulated prior to August 20, 1998, and not used subsequently will be available for reimbursement under the maximum allowed by law as of August 20, 1998, based on years of service and daily rate of pay as of August 20, 1998.

## **12.2 Injury/Illness In-the-Line-of-Duty Leave**

- A.** An employee injured on the job will be paid their regular daily rate of pay for the first five (5) calendar days of such leave (normally five of the first seven days).
- B.** Once the faculty member begins receiving Workers' Compensation wage benefits, the faculty member may request the College to pay the remaining portion of the faculty member's salary (i.e., an amount in excess of the two-thirds pay or such other amount the faculty member receives from Workers' Compensation), so that the faculty

- member receives a total weekly pay that approximates the net pay (i.e., gross pay less deductions) the employee received prior to Workers' Compensation. Absent extenuating circumstances, the faculty member will receive one day's pay at the faculty member's daily rate of pay per week of absence under this Section. Beginning with the 13th scheduled workday, the faculty member's sick leave account, or if the faculty member has no sick leave, then vacation leave account, will be charged with the number of days paid under this Section.
- C. All Workers' Compensation, including the amount of pay, will be paid as determined and provided by state law.
  - D. A faculty member desiring to continue any employee paid benefit while on Workers' Compensation leave must make arrangements with the College to pay the costs of the benefits.
  - E. A faculty member shall be required to notify the immediate administrative supervisor, the Office of Public Safety, or the Campus President regarding an injury or illness.
  - F. The Campus President or the College President may require a certificate from either a licensed physician or a county health officer for an injury or illness in-the- line-of-duty. The Board shall approve a claim and authorize payment for the claim following a determination that the claim is legitimate and in accordance with the provisions of this Agreement. Total compensation paid shall not exceed the faculty member's normal rate of compensation.
  - G. A faculty member will report any work-related injury to Campus Public Safety and to the faculty member's immediate supervisor as soon as possible after the injury.
  - H. The maximum number of hours paid per calendar year, to include paid holidays, will be 45.

### **12.3 Personal Leave**

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

### **12.4 Administrative Leave for Court Purposes**

- A. A faculty member who is required to serve jury duty or who receives a subpoena will be granted an administrative leave with pay for court purposes.
- B. A faculty member will submit a request for administrative leave for court purposes indicated on the leave of absence form. The faculty member's immediate administrative supervisor and the Campus President will approve the form.
- C. The College will not reimburse a faculty member for meals, lodging, or travel

expenses incurred while serving as a juror or as a witness.

- D. Witness fees will be retained by the faculty member. However, to receive expert witness fees or consulting fees from a court appearance, the faculty member must submit a leave of absence form to request to use accrued vacation leave or personal leave.
- E. A faculty member who is a party in a non-College related lawsuit may not request administrative leave for court purposes. However, the faculty member may request vacation leave or personal leave.
- F. A faculty member who is a party or a witness in a lawsuit due to their College position will submit a leave of absence form. Any court-related fees earned by the faculty member shall be retained by the faculty member.

### **12.5 Vacation Leave**

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

### **12.6 Temporary Duty Leave**

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

### **12.7 Sabbatical Leave**

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

- A. No more than six (6) full-time equivalent faculty members shall receive sabbatical leave for an academic year. Any unawarded leaves for an academic year shall not be cumulative from one year to the next.
- B. Any unpaid leave in excess of ninety (90) working days shall be considered a break in service for purposes of eligibility for a sabbatical leave.

- C. A faculty member receiving leave under this provision shall not be eligible for another sabbatical leave until they complete an additional six (6) years of continuous full-time service at the College. This provision will also apply when the length of the sabbatical is under one (1) year.
- D. A sabbatical leave may be granted for up to one (1) contractual year not to exceed the term of a College Year Contract for either educational or travel-related opportunities. However, if a request for sabbatical leave is approved, a faculty member may submit a request for an extended professional leave by March 15 of the sabbatical leave year to complete the education purpose of the sabbatical leave. The request for an extended professional leave must be approved by the College President and the Board.
- E. The Board shall compensate faculty members on sabbatical leave with three-fourths (3/4) of their salary for a period of the leave, which shall be based on the faculty member's annual salary prorated for the period of the leave.
- F. Benefits while on leave will be provided by the Board as follows:
1. The Board shall continue to pay the College's proportion of the salary into the retirement program in effect for the period of the sabbatical leave.
  2. The Board shall continue to pay a faculty member's benefits for the period of the leave.
  3. A faculty member may maintain any health insurance in effect for their dependents during the period of the sabbatical leave. A faculty member shall make arrangements with the Administration prior to beginning their sabbatical leave for payment of any applicable portion of the contributions to the health insurance program.
  4. A faculty member shall not earn sick leave benefits while on sabbatical leave.
- G. The procedures for requesting a sabbatical leave will be as follows:
1. To request a sabbatical leave, an eligible faculty member shall submit a request for consideration on the Sabbatical Leave Form to the appropriate academic dean, who will verify eligibility with the Executive Director of Human Resources. A copy of the Sabbatical Leave Request Form will be submitted by the faculty member to the Campus President at the campus where the faculty member is assigned prior to February 15 preceding the academic year when the leave is requested.
  2. The request for a sabbatical leave shall be submitted on the College Sabbatical Leave Form and will include either the name of the institution a faculty member plans to attend or the location(s) where the faculty member plans to travel, a description of the specific professional benefit anticipated, and the date when the applicant will return to the College to resume the faculty member's work

assignment.

3. The dean will submit the Sabbatical Leave Form to the Chairperson of the Faculty Sabbatical Leave Committee. The Committee will review the requests and make recommendations. Prior to forwarding a recommendation, the Committee may ask a faculty member to modify the proposal or to give more details.
  4. If the full allocations for a sabbatical leave in an academic year are not awarded or a cancellation occurs, the Administration shall consider late applications if the request is submitted at least ninety (90) days prior to the date anticipated for beginning the Sabbatical Leave.
  5. The chairperson for the Sabbatical Leave Committee will submit the Committee's recommendations to the Vice President for Academic Affairs, who, following a review, will forward a recommendation to the President.
  6. The President will forward a list of the faculty members who will be recommended for sabbatical leave to the chairperson of the Sabbatical Leave Committee, who will ensure that each faculty member who submitted an application is notified accordingly prior to the April Board meeting.
- H.** A faculty member shall return to employment at the college for at least a period equal to the length of the sabbatical leave immediately following the sabbatical leave. Within four (4) weeks after returning from a sabbatical leave, a faculty member who has completed a sabbatical leave for educational or travel purposes shall file a sabbatical leave activity report and, if applicable, a transcript of earned credit with both the College President and the Executive Director of Human Resources. A faculty member who does not complete the proposed plan for the sabbatical leave or who fails to return to the College for at least a period equal to the length of the sabbatical leave following the sabbatical leave or the other additional approved leave shall repay both the salary received and the cost of any benefits awarded by the College during the sabbatical leave period.
- I.** If a faculty member is unable to follow the proposed plan for the Sabbatical Leave that was submitted to the College President and the Executive Director of Human Resources and approved by the Board, the faculty member shall notify the College President and request that the Sabbatical Leave be amended or canceled. If the Sabbatical Leave is canceled by a faculty member, any compensation received or benefits awarded to the faculty member during the Sabbatical Leave period shall be repaid to the Board. If a faculty member cancels Sabbatical Leave due to extenuating circumstances, the faculty member may apply for professional leave without pay or another leave as a replacement for the authorized Sabbatical Leave period.
- J.** The Board shall have the right to discipline a faculty member who defrauds the College with their Sabbatical Leave.

## 12.8 Professional Leave

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

**A.** To request a professional leave, a faculty member shall complete a leave of absence form with the following information included as an attachment:

1. the benefit available to the applicant;
2. the contribution to the College, and;
3. the location of the activities,

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

- B.** A professional leave may be with or without compensation. The College President may authorize compensation for professional leave for up to thirty-one (31) continuous days.
- C.** For an extended professional leave in excess of thirty-one (31) consecutive days, the professional leave must be approved by the Board. A faculty member shall not receive compensation for an extended professional leave in excess of thirty-one (31) consecutive days.
- D.** To be eligible for an extended professional leave which shall not exceed one (1) year, a faculty member must have been at the College for a period of one (1) year with satisfactory performance.
- E.** To request extended professional leave, an eligible faculty member shall submit a written request to both the Campus President and the Executive Director of Human Resources at least three (3) months prior to the start of the semester during which the professional leave will begin. The written request shall include a description of the specific professional benefit, advancement, or contribution anticipated for the period of the extended professional leave. Following completion of the extended professional leave, the faculty member shall submit a written report to both the Campus President and the Executive Director of Human Resources, describing in detail the professional benefit, advancement, or contribution.

- F. A faculty member may be granted a professional leave to engage in an accreditation review as required by an accrediting agency. If a faculty member receives compensation for an accreditation review by an outside agency, the faculty member shall not also receive duplicate compensation from the College.

### **12.9 Personal Leave Without Pay**

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

- A. A faculty member may request a personal leave without pay when an illness or injury extends beyond earned and accrued sick leave. The Administration may require a licensed physician's statement to substantiate the leave. Any leave granted under this paragraph will be subject to the provisions of Article 12.12, Family Medical Leave Act Leave.
- B. A faculty member may request a personal leave without pay to pursue a full-time educational program, provided the faculty member's immediate administrative supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.
- C. A faculty member may request a personal leave without pay, after having used leave available under Article 12.12, for child-rearing purposes, provided the faculty member's immediate administrative supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.
- D. A faculty member may request personal leave without pay when a faculty member's personal obligations require attention during assigned work hours for which no other leave listed in Article 12 will be appropriate, provided the faculty member's immediate administrative supervisor determines that adjustments can be made to ensure that the faculty member's absence will not adversely affect the operations and services of the College.

### **12.10 Parental Leave**

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



**12.11 Military Leave**

A faculty member who is a member of the Uniformed Service will be entitled to a military leave of absence from their position for duties as specified under the Uniformed Services Employment and Reemployment Rights Act (USERRA). For a faculty member assigned to active or inactive duty in the Military Reserve, Naval Reserve, or the National Guard who is required to engage in training activities, the following guidelines will apply:

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

A faculty member on such leave will be entitled to all rights and benefits consistent with USERRA.

**12.12 Family Medical Leave Act Leave**

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

---

**Article 13: Health and Welfare Benefits****13.1 Sick Leave Pool**

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

- A.** The Office of Human Resources shall have the authority to administer and implement the Sick Leave Pool for faculty members in accordance with the provisions of Article 13 and the laws of the State of Florida. The decisions of Human Resources shall be final.
- B.** A faculty member may participate in the Sick Leave Pool on a voluntary basis.
- C.** A faculty member shall be eligible for participation in the Sick Leave Pool after one year of employment with the College, provided the faculty member has accrued a minimum of twelve (12) days of unused sick leave.
- D.** Each day of sick leave that a faculty member contributes to the Sick Leave Pool will be deducted from the contributing faculty member's accrued sick leave balance.
- E.** A participating faculty member shall make an equal contribution to the Sick Leave Pool.
- F.** A participating faculty member shall make an initial contribution of four (4) days of accrued sick leave to the Sick Leave Pool. No additional contributions to the Sick Leave Pool will be required unless replenishment is needed for the Sick Leave Pool. If the number of days of accrued sick leave in the Sick Leave Pool is reduced to twenty-five (25) days, all participants shall be assessed with the same number of days as is necessary to replenish the Sick Leave Pool to a minimum of two hundred (200) days.
- G.** A faculty member shall have an opportunity to enroll as a member of the Sick Leave Pool during the annual enrollment period, which shall occur during the first sixty (60) calendar days of the Fall semester each year, and shall make the four (4) day contribution required by paragraph (F) above, or such greater contribution in excess of the four (4) days to the same extent all other members are contributing in order to replenish the Sick Leave Pool. A faculty member is not eligible to join the Sick Leave Pool while on sick leave.
- H.** To utilize sick leave from the Sick Leave Pool, a participating faculty member must use the sick leave for a personal illness, accident, or injury.
- I.** A participating faculty member shall be eligible to use sick leave from the Sick Leave Pool after the accrued sick leave and vacation leave have been depleted and the faculty member has used five (5) days of personal leave without pay for a personal illness or injury.

- J. Following review and approval by the Office of Human Resources, the maximum number of days that a participating faculty member may draw from the Sick Leave Pool shall be three increments of up to twenty-five (25) days each.
- K. Except as provided in paragraph (M) below, a participating faculty member who uses sick leave from the Sick Leave Pool shall not be required to re-contribute the sick leave used, except for replenishment as described in paragraph (F) above.
- L. If a participating faculty member elects to no longer participate in the Sick Leave Pool, the faculty member shall not be eligible to withdraw any sick leave days contributed to the Sick Leave Pool nor be eligible to draw from the Sick Leave Pool in the future.
- M. After using three (3) draws of any amount up to the maximum of 25 days per draw, faculty members will have to reapply to the Faculty Sick Leave Pool. To be accepted, the faculty member must have a minimum of one (1) year's continued employment with the college, twelve (12) accrued sick leave days, and four (4) contributed sick leave days to the Sick Leave Pool during the enrollment period.

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

- A. Periodically, the College President appoints an Insurance Committee to review the medical, dental, life, and long-term disability insurance. The Committee makes recommendations to the College President concerning said insurance. In recognition of the fact that all college employees (those represented by FUSA, SEIU, and all non-represented employees) are provided the same insurance coverage, the FUSA President shall appoint two members to the Insurance Committee. There will also be two members appointed by the SEIU, two administrative representatives, and two non-represented representatives. The College reserves the right to change carriers or change, modify, or increase benefits during the term of this Contract provided that the same insurance coverage and employee contribution continues to be made available to all college employees and the College continues to pay 100% of the employee's contribution for insurance for at least one of the options that may be available. The Insurance Committee will endeavor to allow seven (7) days for FUSA representatives to present choices to the FUSA Council to discuss such changes in advance of any voting by the participant for Health Insurance.
- B. The Board agrees to pay the faculty member's premium cost for medical and dental insurance coverage with a responsible insurance carrier. A faculty member may enroll dependents in a college medical and dental insurance plan by paying the premium negotiated with the insurance company for dependent coverage.
- C. The Board shall continue to allow any retired employee with dependents the option of remaining in the group insurance program at no cost to the Board.
- D. The Board agrees to pay the premium costs for life insurance with a responsible insurance carrier equivalent to the basic salary for each faculty member. The faculty member may purchase optional life insurance coverage at the maximum amount

allowed by the plan by paying the additional cost and adhering to the terms and conditions of the life insurance plan.

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

### **13.3 Employee Assistance Plans**

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

### **13.4 Personal Retirement or Investment Programs**

The Administration shall authorize payroll deductions for tax sheltered annuities, provided the investment program company is approved by the Board.

### **13.5 Tuition Fee Waiver**

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

### **13.6 Continuance of Benefits**

A faculty member on approved paid leave shall enjoy uninterrupted insurance benefits at the rates prevailing for the faculty member not on leave. In the case of approved unpaid leave, the faculty member may make arrangements with the College for payment of the current portion of insurance premium. The provisions of this Section are subject to Article 12.12, Family Medical Leave Act Leave. Any employee on a leave of absence without pay for personal reasons shall be responsible for payment of the entire insurance premium, including the college's portion.

### **13.7 Insurance Contract Governance**

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

### **13.8 401(a) Account**

The College will offer a 401(a) plan in which all faculty will participate. The terminal sick leave pay will be placed in the 401(a) account on the date of retirement and

separation from the College. A minimum balance of \$5,000 must be in the terminal leave account for the money to be placed in the 401(a) account. Rules for contributions and distributions will be as provided by the Internal Revenue Service Code and regulations. The College agrees to make the payment over multiple years to the extent allowed by the Internal Revenue Service Code and Regulations.

## Article 14: Economics

### 14.1 Initial Placement in Salary Schedule

- A. A faculty member shall meet the minimum qualifications established for a position, which may include a Bachelor's degree, Master's degree, Master's degree with sixty (60) semester hours, or an earned Doctorate degree from a regionally accredited college or university or international equivalent as verified by a credentialing agency approved by the College.
- B. A faculty member shall be assigned to one of the following salary grades which will determine the individual's salary level:

#### Salary Grade

Grade III

Grade II

Grade II+

Grade I

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

1. **Grade III.** A faculty member shall have met criteria for a Bachelor's degree plus college faculty experience, or for disciplines in which the terminal degree is at a degree level below the Master's degree, the faculty member shall have met the criteria for that degree plus teaching experience
  2. **Grade II.** A faculty member shall have met criteria for a Master's degree with a minimum of eighteen (18) graduate semester hours in the field.
  3. **Grade II+.** A faculty member shall have met criteria for a Level II+ Master's degree by having earned at least 60 graduate semester hours in the field or in those areas directly related to or which enhance classroom instruction (including education/teaching coursework or coursework in a separate field that can be used to credential the faculty member to teach in a separate discipline that is taught at the college).
  4. **Grade I.** A faculty member shall have met criteria for a Doctorate degree in major field.
- C. A new faculty member (excluding full-time temporary) will be assigned an initial step placement on the Salary Schedule and may be paid above the minimum based on the faculty member's prior experience. The prior experience must be relevant teaching, librarian or counselor experience, or relevant, directly related teaching or non-teaching experience in instructional, technical or vocational fields, in business,

libraries, counseling, or in the Armed Forces as defined hereinafter. Relevant, related teaching or non-teaching experience is defined as work experience as an instructor or at the journeyman, technician, engineer, or trained employee level in the field for which hired. The amount of pay above minimum shall be determined by the Executive Director of Human Resources, provided that it cannot exceed an additional four (4) steps above the minimum for the salary grade under Article 14.2.

A new tenure-track faculty member will complete a survey that lists their prior experience. The survey will be provided by Human Resources and must be completed within two (2) weeks of receipt. The Executive Director of Human Resources may require the faculty member to provide proof of the experience.

**Categories of prior experience will include:**

1. Number of years of full-time teaching in higher education (1 year experience equals 1 year of full-time credit).
2. Number of years teaching in a secondary school, or adjunct teaching at a community college or university. Years will be calculated by semesters. Two semesters shall equal one year experience. Summer will count as one additional semester (2 years of high school or adjunct experience equals 1 year of full-time credit).
3. Number of years for relevant, directly related non-teaching experience. This experience must be directly related to the academic position (1 year experience equals 1 year of full-time credit).
4. A maximum adjustment of four (4) steps will be awarded.

Under extraordinary circumstances, when qualified a faculty member cannot be obtained because of the College's inability to match a critically required specialty, the President can approve an additional four (4) steps.

- D.** If a previously tenured faculty member is rehired via an official screening committee into a tenure-track position per 6.16.Q, the faculty member will be placed into the step system at their previous step if they are rehired within the time period as set forth in Article 6.16.Q. This excludes faculty who have retired from the Florida Retirement System (FRS).

For a rehired faculty member who left the College prior to 2016, the faculty member will be placed in the step system in accordance with 14.1.C, plus an additional step for each year of completed full-time faculty service at Hillsborough Community College. No additional credit will be given for experience gained after the employee left HCC.

## 14.2 Salary Schedules

### A. Salary Schedules.

A faculty member shall be assigned to the appropriate salary grade based on Article 14.1.

<b>Full-Time, Tenure Track Faculty Salary Schedule – Basic Year Contract 2022 - 2023 Salary Schedule</b>				
<b>Step</b>	<b>Grade III</b>	<b>Grade II</b>	<b>Grade II+</b>	<b>Grade I</b>
1	\$ 43,757.00	\$ 45,818.00	\$ 48,084.00	\$ 50,351.00
2	\$ 44,813.19	\$ 46,925.79	\$ 49,248.52	\$ 51,572.28
3	\$ 45,869.38	\$ 48,033.58	\$ 50,413.04	\$ 52,793.56
4	\$ 46,925.57	\$ 49,141.37	\$ 51,577.56	\$ 54,014.83
5	\$ 47,981.76	\$ 50,249.16	\$ 52,742.08	\$ 55,236.11
6	\$ 49,037.95	\$ 51,356.95	\$ 53,906.61	\$ 56,457.39
7	\$ 50,094.14	\$ 52,464.74	\$ 55,071.13	\$ 57,678.67
8	\$ 51,150.33	\$ 53,572.53	\$ 56,235.65	\$ 58,899.94
9	\$ 52,206.53	\$ 54,680.32	\$ 57,400.17	\$ 60,121.22
10	\$ 53,262.72	\$ 55,788.11	\$ 58,564.69	\$ 61,342.50
11	\$ 54,318.91	\$ 56,895.90	\$ 59,729.21	\$ 62,563.78
12	\$ 55,375.10	\$ 58,003.69	\$ 60,893.73	\$ 63,785.05
13	\$ 56,431.29	\$ 59,111.48	\$ 62,058.25	\$ 65,006.33
14	\$ 57,487.48	\$ 60,219.27	\$ 63,222.77	\$ 66,227.61
15	\$ 58,543.67	\$ 61,327.06	\$ 64,387.30	\$ 67,448.89
16	\$ 59,599.86	\$ 62,434.85	\$ 65,551.82	\$ 68,670.16
17	\$ 60,656.05	\$ 63,542.64	\$ 66,716.34	\$ 69,891.44
18	\$ 61,712.24	\$ 64,650.42	\$ 67,880.86	\$ 71,112.72
19	\$ 62,768.43	\$ 65,758.21	\$ 69,045.38	\$ 72,334.00
20	\$ 63,824.62	\$ 66,866.00	\$ 70,209.90	\$ 73,555.27
21	\$ 64,880.81	\$ 67,973.79	\$ 71,374.42	\$ 74,776.55
22	\$ 65,937.00	\$ 69,081.58	\$ 72,538.94	\$ 75,997.83
23	\$ 66,993.19	\$ 70,189.37	\$ 73,703.46	\$ 77,219.11
24	\$ 68,049.38	\$ 71,297.16	\$ 74,867.99	\$ 78,440.38
25	\$ 69,105.58	\$ 72,404.95	\$ 76,032.51	\$ 79,661.66
26	\$ 70,161.77	\$ 73,512.74	\$ 77,197.03	\$ 80,882.94
27	\$ 71,217.96	\$ 74,620.53	\$ 78,361.55	\$ 82,104.22
28	\$ 72,274.15	\$ 75,728.32	\$ 79,526.07	\$ 83,325.49
29	\$ 73,330.34	\$ 76,836.11	\$ 80,690.59	\$ 84,546.77
30	\$ 74,386.53	\$ 77,943.90	\$ 81,855.11	\$ 85,768.05



<b>Full-Time, Non-Tenure-Track - Basic Year Contract 2022 - 2023 Salary Schedule</b>			
<b>Grade III</b>	<b>Grade II</b>	<b>Grade II+</b>	<b>Grade I</b>
\$ 43,757.00	\$ 45,818.00	\$ 48,084.00	\$ 50,351.00

<b>Full-Time, Tenure Track Faculty Salary Schedule – Basic Year Contract 2023 – 2024, 2024 - 2025 Salary Schedule</b>				
<b>Step</b>	<b>Grade III</b>	<b>Grade II</b>	<b>Grade II+</b>	<b>Grade I</b>
1	\$47,597.39	\$ 49,922.71	\$ 52,479.32	\$ 55,037.06
2	\$48,789.03	\$ 51,172.57	\$ 53,793.18	\$ 56,414.96
3	\$49,980.68	\$ 52,422.43	\$ 55,107.05	\$ 57,792.87
4	\$51,172.32	\$ 53,672.29	\$ 56,420.92	\$ 59,170.76
5	\$52,363.97	\$ 54,922.15	\$ 57,734.79	\$ 60,548.67
6	\$53,555.61	\$ 56,172.02	\$ 59,048.66	\$ 61,926.58
7	\$54,747.25	\$ 57,421.88	\$ 60,362.53	\$ 63,304.48
8	\$55,938.90	\$ 58,671.74	\$ 61,676.40	\$ 64,682.38
9	\$57,130.55	\$ 59,921.60	\$ 62,990.27	\$ 66,060.28
10	\$58,322.20	\$ 61,171.46	\$ 64,304.13	\$ 67,438.19
11	\$59,513.84	\$ 62,421.32	\$ 65,618.00	\$ 68,816.10
12	\$60,705.49	\$ 63,671.19	\$ 66,931.87	\$ 70,193.99
13	\$61,897.13	\$ 64,921.05	\$ 68,245.73	\$ 71,571.90
14	\$63,088.77	\$ 66,170.91	\$ 69,559.60	\$ 72,949.81
15	\$64,280.42	\$ 67,420.77	\$ 70,873.48	\$ 74,327.71
16	\$65,472.06	\$ 68,670.63	\$ 72,187.35	\$ 75,705.61
17	\$66,663.71	\$ 69,920.49	\$ 73,501.21	\$ 77,083.51
18	\$67,855.35	\$ 71,170.34	\$ 74,815.08	\$ 78,461.42
19	\$69,046.99	\$ 72,420.21	\$ 76,128.95	\$ 79,839.33
20	\$70,238.64	\$ 73,670.07	\$ 77,442.82	\$ 81,217.22
21	\$71,430.28	\$ 74,919.93	\$ 78,756.68	\$ 82,595.13
22	\$72,621.93	\$ 76,169.79	\$ 80,070.55	\$ 83,973.03
23	\$73,813.57	\$ 77,419.65	\$ 81,384.42	\$ 85,350.94
24	\$75,005.21	\$ 78,669.51	\$ 82,698.30	\$ 86,728.84
25	\$76,196.87	\$ 79,919.38	\$ 84,012.16	\$ 88,106.74
26	\$77,388.51	\$ 81,169.24	\$ 85,326.03	\$ 89,484.65
27	\$78,580.16	\$ 82,419.10	\$ 86,639.90	\$ 90,862.56
28	\$79,771.80	\$ 83,668.96	\$ 87,953.76	\$ 92,240.45
29	\$80,963.44	\$ 84,918.82	\$ 89,267.63	\$ 93,618.36
30	\$82,155.09	\$ 86,168.68	\$ 90,581.50	\$ 94,996.26

<b>Full-Time, Non-Tenure-Track Faculty - Basic Year Contract 2023 – 2024, 2024 – 2025 Salary Schedule</b>			
<b>Grade III</b>	<b>Grade II</b>	<b>Grade II+</b>	<b>Grade I</b>
\$47,597.39	\$ 49,922.71	\$ 52,479.32	\$ 55,037.06

### **B. Academic Years 2022-2023 and 2023-2024 only**

1. An eligible, full-time, tenure-track faculty member shall receive an additional step.
  - a. To be eligible for the 2022 – 2023 step, the faculty member must have been employed at the College by December 31, 2021.
  - b. To be eligible for the 2023 – 2024 step, the faculty member must have been employed at the College by December 31, 2022.
2. A faculty member whose current basic year salary exceeds the salary for the step into which they are placed shall retain their current salary.
3. For 2023-2024, a faculty member who was eligible for a step increase (or a lump sum payment) in 2021-2022 shall receive one additional step at the beginning of the 2023-24 academic year. The step increase for 2023 – 2024 shall not be subject to the salary increase limitations set forth in Article 14.2.G. There is no retroactivity of this increase.
4. A faculty member with less than 35 years of service and who is at Step 30 or whose current basic year salary exceeds the step into which they are placed will receive a one-time payment equivalent to the amount of one (1) step of their pay grade. A faculty member with 35 years or more of faculty service will receive a one-time payment equivalent to the amount of two (2) steps of their pay grade.

### **C. Academic Year 2024 – 2025 Wage Re-Opener**

The parties shall have the right to reopen this Agreement on matters pertaining to Article 14.2.B for the academic year of 2024-2025 by giving written notice prior to October 16, 2023. Negotiations shall commence under this section within ten (10) days after such notice is given. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations. The time requirements in this Article may be adjusted by mutual written agreement by the parties.

### **D. Administrators Returning to a Tenure-track Position**

An administrator returning to a tenure-track faculty position within five (5) years of

separation will be placed on the salary schedule in accordance with Article 14.1. Years of service in administration will count towards years of service as a full-time regular faculty member.

#### **E. Non-Tenure-Track Faculty**

Full-time non-tenure-track faculty members will be paid at a flat rate in accordance with the Full-Time Non-Tenure-Track salary schedule.

#### **F. College Year Faculty**

College Year faculty salaries will be prorated based on the number of days in the college year contract from the start of the academic year. (Basic Year Salary/160\*number of days in the college year contract = College Year Salary).

#### **G. Salary Increase Limitations**

Faculty salary increases are contingent upon funding availability.

#### **H. Retroactive Payment Eligibility**

Retroactive payment eligibility applies to full-time faculty who are employed in a full-time faculty position at the time of payment.

### **14.3 Promotions**

#### **A. Criteria**

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

1. The faculty member must obtain the specified number of identified college credits from a regionally accredited college or university or international equivalent as verified by a college-approved credentialing agency.
2. For an instructional faculty member, the credits must be earned in those areas in which the faculty member is qualified to teach; in a second teaching, librarian, or counseling field; or in those areas directly related to or which enhance classroom instruction.
3. For librarian or counselor faculty, the credits must be directly related to the faculty member's field; in a second teaching, librarian, or counseling field; or in those areas directly related to or which enhance classroom instruction.

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

**B. Level II+ Masters**

A Level II+ Masters will be awarded to a faculty member who has earned at least 60 graduate semester hours in the field or in those areas directly related to or which enhance classroom instruction (including education/teaching coursework or coursework in a separate field that can be used to credential the faculty member to teach in a separate discipline that is taught at the college).

**C. Compensation for Promotion**

A faculty member shall receive compensation for promotion to a higher salary grade and be placed in the salary schedule in the higher salary grade. This salary increase and the promotion to a higher salary grade shall be effective at the beginning of the next academic semester in which a faculty member presented the documentation of the credits earned for a promotion.

**14.4 Overload Compensation**

For an overload assignment awarded in accordance with Article 8.4, 8.5, and 8.6, faculty members shall receive \$76.00 per overload point for teaching overloads (except as otherwise provided for accredited Health Science Programs).

**14.5 Department Chair, Program Manager, Division Chair, and Coach Compensation****A. Instructional Department or Program Manager Chair Compensation**

A faculty member will be compensated for performing the basic duties of a Department Chair or Program Manager per semester as follows:

1. **Tier One.** Tier One Department Chairs are defined as having responsibility for more than thirty (30) sections (equivalent to at least 600 load points) per Fall or Spring semesters or at least ten (10) adjunct faculty per Fall or Spring semester. A Tier One Department Chair will receive thirty (30) release points per Fall and Spring semesters applied to their contractual load obligation, plus paid compensation equivalent to thirty (30) overload points per Fall and Spring semesters. Department Chairs who perform their duties during the Summer semester will receive paid compensation equivalent to thirty (30) overload points for the Summer semester. If they are available to complete their duties for a portion of the Summer semester, the compensation will be prorated.
2. **Tier Two.** Tier Two Program Managers are defined as having responsibility for more than seventy-five (75) sections (equivalent to at least a minimum of 2,400 load points) per Fall and Spring semesters or at least twenty-five (25) adjunct faculty per Fall or Spring semesters. Tier Two Program Managers shall receive the same paid compensation as Tier One plus an additional thirty (30) points release time per Fall or Spring semesters applied to their contractual load obligation. If they are available to complete their duties for a portion of the Summer semester, the compensation will be prorated.

## B. Program Manager Compensation

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

- 1. Instructional Program Manager.** Instructional Program Managers are defined as having responsibility for the implementation of the curriculum and/or for performing related duties for one or more instructional programs. For each hour of duty per week during the Fall or Spring semesters, Instructional Program Managers will receive either ten (10) points of release time for the term, ten (10) points of compensation paid at the overload rate, or a combination thereof, as determined by mutual agreement with their supervising dean. A faculty member serving as an Instructional Program Manager for Fall or Spring semester shall not receive more than the equivalent of sixty (60) overload points, of which no more than thirty (30) points may be taken as paid compensation. Release time will be applied to the faculty member's contractual load obligation. Instructional Program Managers on a Faculty College Year Contract will receive the same paid compensation and release for the Summer semester. If they only complete their duties for a portion of the Summer semester due to the needs of the program or their availability, the faculty member's compensation will be prorated.
- 2. College-Wide Librarian or Counselor Program Manager.** A College-wide Librarian or Counselor Program Manager also serves as Co-Chair of the Division of Academic Support Services. For the Fall and Spring semesters, College-wide Librarian or Counselor Program Managers will receive the equivalent of sixty (60) points of overload pay, taken either as paid compensation, release time (where ten (10) points equates to one hour of release time per week during the term), or a combination thereof, as determined by mutual agreement with their supervising administrator. Program Managers who perform their duties during the summer semester will receive the equivalent of thirty (30) points of overload pay for the Summer semester. If they are available to complete their duties for a portion of the Summer semester, the compensation will be prorated.

## C. Academic Division Chair Compensation

A faculty member who serves as an Academic Division Chair will receive sixty (60) points of release time and paid compensation equivalent to thirty (30) overload points for Fall and Spring semesters. Release time will be applied to the faculty member's contractual load obligation. Academic Division Chairs who perform their duties during the summer semester will be compensated equivalent to thirty (30) overload points for the Summer semester. If they are only available to complete their duties for a portion of the Summer semester, the compensation will be prorated.

A faculty member serving as a college-wide Librarian or Counselor Program Manager will not receive additional compensation for acting as co-chair for the Division of Academic Support Services.

**D. Coach Compensation**

A faculty member who serves as an Interscholastic Coach for the College will be compensated with 50% release time for each of the Fall and Spring semesters during which the faculty member serves as a coach.

**14.6 Supplemental Activity Compensation**

**A. Online Learning Course Development**

Upon approval by the Director of Online Learning, a faculty member will be compensated points per credit hour or by additional supplemental activity agreement and/or release time for online course development. The amount of compensation shall be mutually agreed upon in advance of the course development by the Director of Online Learning and the faculty member.

The supplemental agreement shall indicate the tier level agreed upon for payment. The amount of compensation will be determined by the approved recommendations of the Online Learning committee.

<p><b>Tier 1. Remuneration Formula</b>  Credit hours x 15 Load Points x Overload Point Compensation = \$  Course meets QM standards  Course is 100% ADA compliant  80% - 100% instructor-created, original content; Ready-made materials and publisher resources are not present, or are present but 20% or less of total content.</p>
<p><b>Tier 2, Remuneration Formula</b>  Credit hours x 10 Load Points x Overload Point Compensation = \$  Course meets QM standards  Course is 100% ADA compliant  51% - 79% instructor-created, original content; Ready-made materials and publisher resources account for less than half of total content.</p>
<p><b>Tier 3, Remuneration Formula</b>  Credit hours x 5 Load Points x Overload Point Compensation = \$  Course meets QM standards  Course is 100% ADA compliant  21% - 50% instructor-created, original content; Ready-made materials and publisher resources account for half or more of total content.</p>
<p><b>Tier 4. No Remuneration</b>  20% or less original content</p>
<p>Compensate faculty serving as QM internal peer reviewers.</p>

**B. Other Supplemental Activities**

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

**14.7 Substitute Teaching**

In accordance with Article 8.8, for a substitute teaching assignment of up to and including two consecutive weeks, a faculty member shall be paid at the rate of fifty dollars (\$50) per contact hour. Compensation for a substitute teaching assignment in excess of two consecutive weeks shall be paid at the established instructional overload rate prorated over the number of class meetings and retroactive to the first day of substitution.

**14.8 Professional Conferences**

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

**14.9 Union Release Time**

The College shall provide one, thirty (30) point release time in the Fall and Spring semesters to the Union president to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

For a non-instructional faculty member, time equivalent to the credit hours shall be provided as released time in the above instances, where 30 release points is equivalent to 7.5 clock hours release per week.

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

**Signatures**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duty authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HILLSBOROUGH COMMUNITY COLLEGE**

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
President

**FACULTY UNITED SERVICE ASSOCIATION – UNITED FACULTY OF FLORIDA**

\_\_\_\_\_  
President

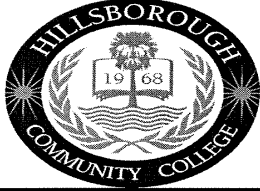
\_\_\_\_\_  
Chief Negotiator



## Appendices


### Appendix A: Grievance Procedure Timeline and Forms


<b>Grievance Procedure Timeline</b>	
<b>Individual Grievance</b>	<b>Class Action Grievance</b>
<p><b>Step 1:</b></p> <ul style="list-style-type: none"> <li>- Grievant discusses grievance with respondent</li> </ul>	<p><b>Step 1:</b></p> <ul style="list-style-type: none"> <li>- Grievant or Union discusses grievance with respondent</li> </ul>
<p><b>Step 2:</b></p> <ul style="list-style-type: none"> <li>- Grievant: 5 days to file to respondent (and must be within 45 days of knowledge of facts)</li> <li>- Respondent: 5 days for written response</li> </ul>	<p><b>Step 2:</b></p> <ul style="list-style-type: none"> <li>- Union: 5 days to request fact-finding meeting</li> <li>- Admin: 10 days to hold the meeting</li> <li>- Admin: 10 days for written response to meeting</li> </ul>
<p><b>Step 3:</b></p> <ul style="list-style-type: none"> <li>- Grievant: 5 days to file to the supervisor</li> <li>- Supervisor: 5 days to meet with grievant</li> <li>- Supervisor: 5 days for written decision</li> </ul>	<p><b>Step 3:</b></p> <ul style="list-style-type: none"> <li>- Union: 10 days to file class action (and must be within 45 days of knowledge of the facts)</li> <li>- Administration: 5 days to schedule meeting</li> <li>- Administration: 10 days to hold meeting</li> <li>- Administration: 10 days for written decision</li> </ul>
<p><b>Step 4:</b></p> <ul style="list-style-type: none"> <li>- Grievant: 5 days to request Union appeal</li> <li>- Union: 10 days from Step 3 written decision to file appeal</li> <li>- Administration: 10 days to meet with grievant</li> <li>- Administration: 10 days for written disposition</li> </ul>	<p><b>Step 4:</b></p> <ul style="list-style-type: none"> <li>- Union: 10 days to appeal to President</li> <li>- President/Designee: 10 days to meet with Union</li> <li>- President/Designee: 10 days for written disposition</li> </ul>
<p><b>Step 5:</b></p> <ul style="list-style-type: none"> <li>- Grievant: 10 days to appeal to arbitration</li> </ul>	<p><b>Step 5:</b></p> <ul style="list-style-type: none"> <li>- Union: 10 days to appeal to arbitration</li> </ul>




**APPENDIX A  
GRIEVANCE PROCEDURE  
HISTORY**

<i>Grievant's Name</i>					<i>File #</i>
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Initial Date Filed</b>					
<b>Date Received</b>					
<b>Date Response Filed</b>					
<b>Date Response Received</b>					
<b>FINAL DISPOSITION</b> (To be completed by FUSA/HCC):			<b>DATE OF FINAL DISPOSITION:</b>		
Distribution of Copies: All copies and the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant and Executive Director of Human Resources.					

	<b>FUSA/HCC, UFF-FEA-NEA-AFT, AFL-CIO GRIEVANCE PROCEDURE</b>	<b>FORM A</b>						
File #		Date Filed						
<b>STEP</b> <table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Circle One</td> <td style="padding: 2px;">1</td> <td style="padding: 2px;">2</td> <td style="padding: 2px;">3</td> <td style="padding: 2px;">4</td> <td style="padding: 2px;">5</td> </tr> </table>			Circle One	1	2	3	4	5
Circle One	1	2	3	4	5			
Respondent's Name								
Grievant's Name		Grievant's Home Address						
Grievant's Position								
College Phone		Home Phone						
Statement of Grievance (attach additional sheets if necessary):								
Faculty Agreement Articles Violated:								
Supporting Facts (attach additional sheets if necessary):								
Relief Sought (attach additional sheets if necessary):								
Signature of Grievant	Date	<b>DISTRIBUTION OF COPIES:</b> All responses & the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant & the Exec. Dir. of Human Resources.						

	<b>FUSA/HCC, UFF- FEA-NEA-AFT, AFL-CIO</b>	<b>FORM B</b>						
<i>File #</i>		<i>Date Filed</i>						
<b>STEP</b>								
<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;"><b>Circle One</b></td> <td style="padding: 5px;"><b>1</b></td> <td style="padding: 5px;"><b>2</b></td> <td style="padding: 5px;"><b>3</b></td> <td style="padding: 5px;"><b>4</b></td> <td style="padding: 5px;"><b>5</b></td> </tr> </table>			<b>Circle One</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Circle One</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>			
<i>Respondent's Name</i>		<i>Position</i>						
<b>Reply to Grievance (attach additional sheets if necessary):</b>								
<i>Respondent's Signature</i>		<i>Date</i>						
		<i>College Phone</i>						
<input type="checkbox"/> I accept the above decision. <input type="checkbox"/> I do not accept the above decision, but request the Association not to continue the grievance to the next level. <input type="checkbox"/> I reject the above decision and request the Association to continue the grievance through the next level.								
<i>Signature of Grievant</i>		<i>Date</i>						
		<b>DISTRIBUTION OF COPIES:</b> All responses & the original will be sent to the FUSA Grievance Chairperson or his/her designee, who will distribute copies to the Grievant & the Exec. Dir. of Human Resources.						

**Appendix B: Instructional Faculty Performance Evaluation Review**

	<p><b>APPENDIX B TENURED INSTRUCTIONAL FACULTY PERFORMANCE EVALUATION</b></p>	<p><b>FORM A</b></p>
---	---	----------------------

**Note: This evaluation form is applicable to instructional faculty only.**

<i>Name</i>	<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>	<i>HR Processed</i>	
			<i>Date</i>	<i>By</i>
<i>Discipline/Area</i>	<i>Location</i>	<i>Formal Observation Date</i>		
<i>Supervising dean</i>		<i>Duration</i>	<i>Modality</i>	

**I. Syllabus Requirements (to be verified by supervising dean)**

**SYLLABUS REQUIREMENTS:**

Syllabus is available and includes:

- Instructor information (contact information and office hours)
- Course information (modality/meeting times)
- Correct textbook and/or instructional materials
- Correct course description
- Correct course outcomes
- Course schedule

**II. Formal Classroom Observation (to be conducted by supervising dean)**

Online Course Evidence	On-Campus Course Evidence	Yes	To Some Degree	No	Not Applicable
Instructional units are well planned and	Lesson is prepared and organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Module/unit learning materials are related	Presents course content effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates knowledge of the subject.	Demonstrates knowledge of the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistent, planned instructor-student and	Encourages student interaction and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course content and instructions for	Communicates clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses informal or formal assessment to	Uses informal or formal assessment to	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course communication is respectful.	Treats students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course schedule is provided and followed.	Course schedule is provided and followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coursework and due dates are scheduled	Uses time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates support of student success.		Demonstrates support of student		<input type="checkbox"/>	<input type="checkbox"/>

Relative to the above, provide examples noted during formal observation(s) in narrative form:

Provide areas needing improvement, if any:

**Observation not completed, presumed satisfactory**

Reason observation was not completed: \_\_\_\_\_

Supervising dean's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Date of post-observation conference:** \_\_\_\_\_

Faculty Member's Signature \_\_\_\_\_ Supervising dean's Signature \_\_\_\_\_

**III. Professional Commitments and Collegial Relations**

The instructor	Yes	To Some Degree	No	Not Applicable
complies with departmental and college rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
maintains a professional atmosphere in class as well as in other academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relative to the above, provide examples in narrative form:

Provide areas needing improvement, if any:

**IV. Student Feedback Survey Trends and Outcomes**

In accordance with Article 9.1.B, the supervising dean may elect to review and discuss recent student feedback with the faculty member.

**V. End of Year Verification Review**

In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.

- Participation in College or educational committees                      YES                       NO
- Contributions to the department, College or profession                      YES                       NO
- Community groups or projects                      YES                       NO
- Professional development                      YES                       NO

Comments on areas that may need attention:

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

- Satisfactory
- Acceptable But Needs Improvement
- Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).

<i>Supervising dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature (Signature does not imply agreement)</i>	<i>Date</i>
-------------------------------------	-------------	--	-------------

Distribution: Original – Personnel File    Copy – Faculty Member

	<b>APPENDIX B NON-TENURED INSTRUCTIONAL FACULTY PERFORMANCE EVALUATION</b>	<b>FORM B</b>
--	--	---------------

**Note: This evaluation form is applicable to instructional faculty only.**

<i>Name</i>	<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>	<b>HR Processed</b>	
			<i>Date</i>	<i>By</i>
<i>Discipline/Area</i>	<i>Location</i>	<i>Formal Observation Date</i>		
<i>Supervising dean</i>		<i>Duration</i>	<i>Modality</i>	

**I. Syllabus Requirements (to be verified by supervising dean)**

**SYLLABUS REQUIREMENTS:**

Syllabus is available and includes:

- Instructor information (contact information and office hours)
- Course information (modality/meeting times)
- Correct textbook and/or instructional materials
- Correct course description
- Correct course outcomes
- Course schedule

**II. First Formal Classroom Observation (to be conducted by supervising dean)**

Online Course Evidence	On-Campus Course Evidence	Yes	To Some Degree	No	Not Applicable
Instructional units are well planned and organized in a consistent format.	Lesson is prepared and organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Module/unit learning materials are related	Presents course content effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates knowledge of the subject.	Demonstrates knowledge of the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistent, planned instructor-student and student-student interaction and feedback.	Encourages student interaction and feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course content and instructions for assignments and submissions are clear.	Communicates clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses informal or formal assessment to check for understanding.	Uses informal or formal assessment to check for understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course communication is respectful.	Treats students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course schedule is provided and followed.	Course schedule is provided and followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coursework and due dates are scheduled	Uses time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates support of student success.	Demonstrates support of student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Relative to the above, provide examples noted during formal observation(s) in narrative form:

Provide areas needing improvement, if any:

**Observation not completed, presumed satisfactory**

Reason observation was not completed: \_\_\_\_\_

\_\_\_\_\_  
Supervising dean's Name                      Signature                      Date

**Date of post-observation conference:** \_\_\_\_\_

\_\_\_\_\_  
Faculty Member's Signature                      Supervising dean's Signature

<b>III. Second Formal Classroom Observation (to be conducted by supervising dean)</b>					
<b>Online Course Evidence</b>	<b>On-Campus Course Evidence</b>	Yes	To Some Degree	No	Not Applicable
Instructional units are well planned and organized in a consistent format.	Lesson is prepared and organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Module/unit learning materials are related to the course outcomes.	Presents course content effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates knowledge of the subject.	Demonstrates knowledge of the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistent, planned instructor-student and student-student interaction and feedback.	Encourages student interaction and feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course content and instructions for assignments and submissions are clear.	Communicates clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses informal or formal assessment to check for understanding.	Uses informal or formal assessment to check for understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course communication is respectful.	Treats students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course schedule is provided and followed.	Course schedule is provided and followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coursework and due dates are scheduled effectively.	Uses time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates support of student success.	Demonstrates support of student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above, provide examples noted during formal observation(s) in narrative form:					

**Observation not completed, presumed satisfactory**

Reason observation was not completed: \_\_\_\_\_

Supervising dean's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Date of post-observation conference:** \_\_\_\_\_

Faculty Member's Signature \_\_\_\_\_ Supervising dean's Signature \_\_\_\_\_

**IV. Professional Commitments and Collegial Relations**

The instructor	Yes	To Some Degree	No	Not Applicable
complies with departmental and college rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
maintains a professional atmosphere in class as well as in other academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relative to the above, provide examples in narrative form:

Provide areas needing improvement, if any:

**V. Student Feedback Survey Trends and Outcomes**

In accordance with Article 9.1.B, the supervising dean may elect to review and discuss recent student feedback with the faculty member.

**VI. End of Year Verification Review**

In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.

- Participation in College or educational committees                      YES                       NO
- Contributions to the department, College or profession                      YES                       NO
- Community groups or projects                      YES                       NO
- Professional development                      YES                       NO

Comments on areas that may need attention:


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

- Satisfactory
- Acceptable But Needs Improvement
- Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).


<i>Supervising dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature (Signature does not imply agreement)</i>	<i>Date</i>
-------------------------------------	-------------	--	-------------

Distribution:    Original – Personnel File    Copy – Faculty Member

## Appendix C: Librarian Performance Evaluation Review

		APPENDIX C TENURED LIBRARIAN PERFORMANCE EVALUATION			FORM A	
<b>Note: This evaluation is applicable to librarian faculty only.</b>						
Name		Colleague ID (Not SSN)	Position Number		HR Processed Date By	
Discipline/Area		Location (campus)	Formal Observation Date			
Supervising Dean			Duration		Tenure Status TENURED	
<b>I. Formal Observation</b> (to be conducted by supervising dean)						
<b>The librarian</b>	Yes	To Some Degree	No	Not Applicable		
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
demonstrated knowledge of the library facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
demonstrated knowledge of information science.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
demonstrated knowledge of library technologies immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Relative to the above, provide examples noted during formal observation(s) in narrative form:						
Provide areas needing improvement, if any:						
Observation not completed, presumed satisfactory <input type="checkbox"/>						
Reason observation was not completed: _____						
Supervising Dean's Name		Signature		Date		
Date of post-observation conference: _____						
Faculty Member's Signature			Supervising Dean's Signature			

<b>II. Professional Commitments and Collegial Relations</b>				
<b>The librarian</b>	<b>Yes</b>	<b>To Some Degree</b>	<b>No</b>	<b>Not Applicable</b>
complies with departmental and College rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
maintains a professional atmosphere in all academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above, provide examples in narrative form:				
Provide areas needing improvement, if any:				
<b>III. End of Year Verification Review</b>				
In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.				
<ul style="list-style-type: none"> <li>• Participation in College or educational committees                      YES <input type="checkbox"/>                      NO <input type="checkbox"/></li> <li>• Contributions to the department, College or profession                      YES <input type="checkbox"/>                      NO <input type="checkbox"/></li> <li>• Community groups or projects                      YES <input type="checkbox"/>                      NO <input type="checkbox"/></li> <li>• Professional development                      YES <input type="checkbox"/>                      NO <input type="checkbox"/></li> </ul>				
Comments on areas that may need attention:				
<b>IV. Based upon this evaluation, I consider the faculty member's performance to be:</b>				
<input type="checkbox"/> Satisfactory				
<input type="checkbox"/> Acceptable But Needs Improvement				
<input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).				
<i>Supervising Dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature (Signature does not imply agreement)</i>	<i>Date</i>	
Distribution: Original – Personnel File    Copy – Faculty Member				


	<b>APPENDIX C NON-TENURED LIBRARIAN PERFORMANCE EVALUATION</b>			<b>FORM B</b>	
<b>Note: This evaluation is applicable to librarian faculty only.</b>					
<i>Name</i>		<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>	<b>HR Processed</b>	
				<small>Date</small>	<small>By</small>
<i>Discipline/Area</i>		<i>Location (campus)</i>	<i>Formal Observation Date</i>		
<i>Supervising Dean</i>			<i>Duration</i>	<i>Tenure Status</i> NON-TENURED	
<b>I. First Formal Observation (to be conducted by supervising dean)</b>					
<b>The librarian</b>	Yes	To Some Degree	No	Not Applicable	
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
demonstrated knowledge of the library facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
demonstrated knowledge of information science.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
demonstrated knowledge of library technologies immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Relative to the above, provide examples noted during formal observation(s) in narrative form:					
Provide areas needing improvement, if any:					
<b>Observation not completed, presumed satisfactory</b> <input type="checkbox"/>					
Reason observation was not completed: _____					
Supervising Dean's Name _____		Signature _____		Date _____	
Date of post-observation conference: _____					
Faculty Member's Signature _____			Supervising Dean's Signature _____		

II. Second Formal Observation (to be conducted by supervising dean)				
The librarian	Yes	To Some Degree	No	Not Applicable
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the library facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of information science.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of library technologies immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above, provide examples noted during formal observation(s) in narrative form:				
Provide areas needing improvement, if any:				
<b>Observation not completed, presumed satisfactory</b> <input type="checkbox"/>				
Reason observation was not completed: _____				
_____	_____	_____	_____	_____
Supervising Dean's Name	Signature		Date	
Date of post-observation conference: _____				
_____	_____	_____	_____	_____
Faculty Member's Signature		Supervising Dean's Signature		


<b>III. Professional Commitments and Collegial Relations</b>																
<b>The librarian</b>	Yes	To Some Degree	No	Not Applicable												
complies with departmental and College rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
maintains a professional atmosphere in all academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
<p>Relative to the above, provide examples in narrative form:</p>   <p>Provide areas needing improvement, if any:</p>																
<b>IV. End of Year Verification Review</b>																
<p>In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.</p>																
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;">• Participation in College or educational committees</td> <td style="width: 20%; padding: 5px;">YES <input type="checkbox"/></td> <td style="width: 30%; padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Contributions to the department, College or profession</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Community groups or projects</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Professional development</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> </table>					• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
<p>Comments on areas that may need attention:</p>																
<b>V. Based upon this evaluation, I consider the faculty member's performance to be:</b>																
<input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable But Needs Improvement <input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).																
<i>Supervising Dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature</i> <small>(Signature does not imply agreement)</small>	<i>Date</i>													
Distribution: Original – Personnel File    Copy – Faculty Member																



**Appendix D: Counselor Performance Evaluation Review**

	<b>APPENDIX D TENURED COUNSELOR PERFORMANCE EVALUATION</b>	<b>FORM A</b>					
<b>Note: This evaluation form is applicable to counselor faculty only.</b>							
Name	Colleague ID (Not SSN)	Position Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">HR Processed</td> </tr> <tr> <td style="width: 50%;">Date</td> <td style="width: 50%;">By</td> </tr> </table>	HR Processed		Date	By
HR Processed							
Date	By						
Discipline/Area	Location (campus)	Formal Observation Date					
Supervising Dean		Duration	Tenure Status TENURED				
<b>I. Formal Observation (to be conducted by supervising dean)</b>							
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable			
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
demonstrated knowledge of the college policies relevant to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
demonstrated knowledge of college programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
demonstrated knowledge of services immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Relative to the above, provide examples noted during formal observation(s) in narrative form:							
Provide areas needing improvement, if any:							
<b>Observation not completed, presumed satisfactory</b> <input type="checkbox"/>							
Reason observation was not completed: _____							
Supervising Dean's Name _____		Signature _____		Date _____			
Date of post-observation conference: _____							
Faculty Member's Signature _____			Supervising Dean's Signature _____				


<b>II. Professional Commitments and Collegial Relations</b>																
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable												
complies with departmental and College rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
maintains a professional atmosphere in all academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
<p>Relative to the above, provide examples in narrative form:</p>   <p>Provide areas needing improvement, if any:</p>																
<b>III. End of Year Verification Review</b>																
<p>In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.</p>																
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;">• Participation in College or educational committees</td> <td style="width: 20%; padding: 5px;">YES <input type="checkbox"/></td> <td style="width: 30%; padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Contributions to the department, College or profession</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Community groups or projects</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">• Professional development</td> <td style="padding: 5px;">YES <input type="checkbox"/></td> <td style="padding: 5px;">NO <input type="checkbox"/></td> </tr> </table>					• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
<p>Comments on areas that may need attention:</p>   																
<b>IV. Based upon this evaluation, I consider the faculty member's performance to be:</b>																
<input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable But Needs Improvement <input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).																
<i>Supervising Dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature</i> <small>(Signature does not imply agreement)</small>	<i>Date</i>													
Distribution: Original – Personnel File    Copy – Faculty Member																

	<b>APPENDIX D NON-TENURED COUNSELOR PERFORMANCE EVALUATION</b>	<b>FORM B</b>		
<b>Note: This evaluation form is applicable to counselor faculty only.</b>				
Name	Colleague ID (Not SSN)	Position Number	HR Processed	
			Date	By
Discipline/Area	Location (campus)	Formal Observation Date		
Supervising Dean	Duration	Tenure Status NON-TENURED		
<b>I. First Formal Observation</b> (to be conducted by supervising dean)				
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the college policies relevant to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of college programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of services immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above, provide examples noted during formal observation(s) in narrative form:				
Provide areas needing improvement, if any:				
<b>Observation not completed, presumed satisfactory</b> <input type="checkbox"/>				
Reason observation was not completed: _____				
Supervising Dean's Name	Signature	Date		
Date of post-observation conference: _____				
Faculty Member's Signature		Supervising Dean's Signature		

<b>II. Second Formal Observation (to be conducted by supervising dean)</b>				
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable
was enthusiastic during the presentation to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
was well organized and well prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of the college policies relevant to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of college programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
demonstrated knowledge of services immediately available to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
utilized germane and clearly understood handouts, multimedia presentations or other materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
used time wisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
treated students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
answered student questions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
made the orientation or activity relevant to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relative to the above, provide examples noted during formal observation(s) in narrative form:				
Provide areas needing improvement, if any:				
Observation not completed, presumed satisfactory <input type="checkbox"/>				
Reason observation was not completed: _____				
Supervising Dean's Name _____	Signature _____	Date _____		
Date of post-observation conference: _____				
Faculty Member's Signature _____		Supervising Dean's Signature _____		


<b>III. Professional Commitments and Collegial Relations</b>																
<b>The counselor</b>	Yes	To Some Degree	No	Not Applicable												
complies with departmental and College rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
maintains a professional atmosphere in all academic settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
supports the College's commitment to diversity and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
contributes to the collective efforts of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
<p>Relative to the above, provide examples in narrative form:</p>   <p>Provide areas needing improvement, if any:</p>																
<b>IV. End of Year Verification Review</b>																
<p>In accordance with Article 9.1.A, the supervising dean and faculty member have reviewed the faculty member's End of Year Verification form and the faculty member's progress towards their tenure or post-tenure requirements in each area, in accordance with Appendix P and Appendix V, respectively.</p>																
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">• Participation in College or educational committees</td> <td style="width: 20%; border: none; text-align: right;">YES <input type="checkbox"/></td> <td style="width: 30%; border: none; text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td style="border: none;">• Contributions to the department, College or profession</td> <td style="border: none; text-align: right;">YES <input type="checkbox"/></td> <td style="border: none; text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td style="border: none;">• Community groups or projects</td> <td style="border: none; text-align: right;">YES <input type="checkbox"/></td> <td style="border: none; text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td style="border: none;">• Professional development</td> <td style="border: none; text-align: right;">YES <input type="checkbox"/></td> <td style="border: none; text-align: right;">NO <input type="checkbox"/></td> </tr> </table>					• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>	• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Participation in College or educational committees	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Contributions to the department, College or profession	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Community groups or projects	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
• Professional development	YES <input type="checkbox"/>	NO <input type="checkbox"/>														
<p>Comments on areas that may need attention:</p>																
<b>V. Based upon this evaluation, I consider the faculty member's performance to be:</b>																
<input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable But Needs Improvement <input type="checkbox"/> Unsatisfactory with serious deficiencies noted (complete Performance Improvement Plan).																
<i>Supervising Dean's Signature</i>	<i>Date</i>	<i>Faculty Member's Signature</i> <small>(Signature does not imply agreement)</small>	<i>Date</i>													
Distribution: Original – Personnel File    Copy – Faculty Member																

### Appendix E: Instructional Program Manager Assessment

	<b>Instructional Program Manager Assessment</b>		FORM A
This form is to be completed by the immediate supervising dean / administrator			
Program Manager's Name:	College ID #	Campus/location	
Program Name / Disciplines:			
Duties Assigned:	<input checked="" type="checkbox"/> or N/A	Comments regarding performance and examples of strengths/weaknesses:	
Develops, evaluates, revises, and reviews program requirements to assure that the program is in compliance with external agency accreditation requirements and aids in the preparation of materials for the accreditation and reaffirmation of accreditation with such agencies.	<input type="checkbox"/>		
Recommends sites for the development of affiliation agreements to be entered into by the College to provide practical experiences for the students in the program manager's discipline.	<input type="checkbox"/>		
Develops, evaluates and recommends activities and concerns relative to student recruitment which are supportive of the recruitment efforts for a program.	<input type="checkbox"/>		
Assists the dean in the scheduling and staffing of classes.	<input type="checkbox"/>		
Assists the dean in the recruiting, interviewing and hiring of adjunct faculty.	<input type="checkbox"/>		
Assists the dean in the orientation and supervision of adjunct faculty.	<input type="checkbox"/>		

Assists the dean in the evaluation of adjunct faculty.	<input type="checkbox"/>	
Assists the dean in responding to student issues and complaints related to adjunct faculty.	<input type="checkbox"/>	
Assists the dean in arranging for substitutes when necessary.	<input type="checkbox"/>	
Coordinates and manages matters directly related to the needs of the program, such as arranging performance venues and representing the program to internal and external constituencies and stakeholders.	<input type="checkbox"/>	
Additional Comments or observations:		
<p>Based upon this evaluation, I consider this Program Manager's performance to be:</p> <input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable, but needs improvement <input type="checkbox"/> Unsatisfactory		
Supervising dean Name	Signature	Date
Program Manager's Name	Signature (does not imply agreement)	Date
Distribution: Original – Personnel file Copy – Department Chair		09/19

**Appendix E: College-wide Counselor Program Manager Assessment**

	<b>College-wide Counselor Program Manager Assessment</b>		FORM B
This form is to be completed by the immediate supervising administrator			
<i>Program Manager's Name:</i>	<i>College ID #:</i>	<i>Home Campus:</i>	
Duties Assigned:	<input checked="" type="checkbox"/> or N/A	Comments regarding performance and examples of strengths/weaknesses:	
Facilitates communication across campuses for updates impacting policies and procedures for Faculty Counselors.	<input type="checkbox"/>		
Coordinates biannual college-wide Faculty Counselor and Dean collaboration meetings.	<input type="checkbox"/>		
Identifies and communicates professional development opportunities for Faculty Counselors.	<input type="checkbox"/>		
Assists in recruiting, interviewing, and hiring adjunct counselors.	<input type="checkbox"/>		
Assists in the orientation and supervision of adjunct counselors.	<input type="checkbox"/>		
Assists in evaluation of adjunct counselors.	<input type="checkbox"/>		



Coordinates counseling-based extracurricular events college wide.	<input type="checkbox"/>	
---	--------------------------	--

Additional Comments or observations:


**Based upon this evaluation, I consider this Program Manager's performance to be:**  
 Satisfactory                       Acceptable, but needs improvement                       Unsatisfactory

Supervising Administrator's Name	Signature	Date
----------------------------------	-----------	------

Program Manager's Name	Signature (does not imply agreement)	Date
------------------------	--------------------------------------	------


Distribution: Original – Personnel file    Copy – Program Manager 09/19

**Appendix E: College-wide Librarian Program Manager Assessment**

	<b>College-wide Librarian Program Manager Assessment</b>		FORM C
This form is to be completed by the immediate supervising administrator			
<i>Program Manager's Name:</i>		<i>College ID #:</i>	<i>Home Campus:</i>
Duties Assigned:	<input checked="" type="checkbox"/> or N/A	Comments regarding performance and examples of strengths/weaknesses:	
Assists in recruiting, interviewing, and hiring adjunct librarians.	<input type="checkbox"/>		
Assists in the orientation, supervision, and evaluation of adjunct librarians.	<input type="checkbox"/>		
Assists in Program Review and other administrative reporting for the library program	<input type="checkbox"/>		
Assists the Library Business Information Analyst, when appropriate, with coordination of the Integrated Library Management System for campus libraries.	<input type="checkbox"/>		
Assists in reporting computer hardware and software needs.	<input type="checkbox"/>		
Coordinates user interface management of the virtual library with campus librarians	<input type="checkbox"/>		
Facilitates communication across campuses for updates impacting policies and procedures for the library program.	<input type="checkbox"/>		

Additional Comments or observations:		
<p><b>Based upon this evaluation, I consider this Program Manager's performance to be:</b></p> <p> <input type="checkbox"/> Satisfactory                      <input type="checkbox"/> Acceptable, but needs improvement                      <input type="checkbox"/> Unsatisfactory             </p>		
Supervising Administrator's Name	Signature	Date
Program Manager's Name	Signature (does not imply agreement)	Date
Distribution: Original – Personnel file    Copy – Program Manager		09/19

## Appendix F: Student Feedback Survey

	<b>Appendix F</b> <b>Student Feedback Survey</b>				
This survey is available online for students to complete. The content of the online survey is as follows:					
This questionnaire will provide you the opportunity to express how effectively you believe your instructor has performed in some aspects of teaching. You can help promote good instruction by evaluating the teaching of this course. Completion of this evaluation will not affect your grade.					
<b>Section A:</b> Please indicate your level of agreement with the following items related to the <i>instructor</i> for this course. The instructor:	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
1. Motivated me to learn.					
2. Communicated enthusiastically about the subject.					
3. Increased my subject knowledge and/or skills.					
4. Effectively stimulated critical or technical thinking.					
5. Was available for individualized communication.					
6. Communicated full explanation of assignments.					
7. Followed scheduled time frames.					
8. Communicated clearly and effectively.					
9. Presented course content effectively.					
10. Was organized and well prepared.					
11. Provided exam results within reasonable time.					
12. Graded reasonably and fairly according to the syllabus policies and procedures.					
13. Consistently followed the syllabus.					
14. Provided a syllabus which clearly presented grading policies and procedures.					
15. Communicated with students in a timely manner.					
16. Will be recommended by me to other students.					
<b>Section B:</b> Please indicate your level of agreement with the following items related to this <i>course</i> :	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
17. The course schedule and pace were effective.					
18. The learning materials in this course were useful to me.					
<b>Section C:</b> Please indicate your level of agreement with the following items related to this <i>institution</i> :	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
19. My educational experience at HCC, to date, has been satisfactory.					
<b>Section D: Comments.</b> You are encouraged to provide your comments. Constructive comments related to the instructor are welcomed. 20.					
119 (08-15-2019)			09/19		

**Appendix G: Request for Advancement in Professional Rank**

<b>REQUEST FOR ADVANCEMENT IN PROFESSIONAL RANK</b>	
<b>SECTION I</b> Faculty member completes Section I and forwards the form to Vice President of Academic Affairs	
<i>Faculty member's name:</i>	<i>Colleague ID Number:</i>
<i>Campus:</i>	<i>Discipline:</i>
<i>Select the rank for which you are applying: (Check both if applying for both ranks simultaneously)</i> <b>Associate Professor:</b> <input type="checkbox"/> <b>Professor:</b> <input type="checkbox"/>	<i>Years of contributions to be evaluated for requested rank</i>
<i>Current Rank:</i>	<i>Years of contributions evaluated to achieve current rank (if applicable):</i>
<i>Signature:</i>	<i>Date:</i>

**ADMINISTRATIVE USE ONLY**

<b>Section II: Records review by Human Resources Department</b> Verification of years of service and current rank. HR completes section II and forwards to the Rank Committee	
<i>Date of Hire as Full-time Regular Faculty:</i>	<i>Year as Full-time Temporary Faculty (if used for tenure)</i>
<i>Tenure date:</i>	<i>Date of Post-Tenure Review (current or pending)</i>
<i>Earliest date eligible for award of Associate Professor:</i>	<i>Earliest Date eligible for award of Professor:</i>
<i>Current rank:</i>	<i>Current rank date:</i>

**Note:**

1. Faculty may apply for Associate Professor during their 10<sup>th</sup> year of service and for Professor during their 15<sup>th</sup> year of service. (See Article 6.17)
2. A FTT year counts towards full-time faculty service if FTT year was also used for tenure.
3. Sabbatical years may not count towards years of service for rank (See Article 6.17).

<b>Section III: Review by Professional Rank Committee</b>	
Verification that faculty member has met the criteria and has distinguished himself by presenting documented evidence of continuing significant contributions and ongoing professional development	
<b>A. Narrative</b> Details significant contributions above the contractual obligations	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>B. Supporting Documentation</b>	
1. Letters of recommendation from two faculty peers	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Satisfactory completion of post-tenure review within the last five (5) years	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Satisfactory performance evaluations for the last five (5) years (Note – faculty applying for two ranks need only provide the 5 most recent evaluations)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C. Contributions</b> For each rank, five (5) years of significant continuing contributions in at least two of the three categories, with appropriate documentation.	
1. Contributions to College or educational committees	<input type="checkbox"/> Yes <input type="checkbox"/> No, minimal contributions or not significant <input type="checkbox"/> No, insufficient documentation
2. Contributions to the department, the College, or the profession	<input type="checkbox"/> Yes <input type="checkbox"/> No, minimal contributions or not significant <input type="checkbox"/> No, insufficient documentation
3. Contributions to community groups or projects	<input type="checkbox"/> Yes <input type="checkbox"/> No, minimal contributions or not significant <input type="checkbox"/> No, insufficient documentation
<b>D. Professional Development Activities</b> Completed contractual obligations for professional development per Article 9.2	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Comments:</b>	
<b>Recommendation from Chair, Professional Rank Committee</b> I certify that the activities submitted constitute continuing significant contributions. Recommend promotion to the rank of: <input type="checkbox"/> Associate Professor <input type="checkbox"/> Professor	
Signature _____	Date _____

## **Appendix G: Request for Advancement in Professional Rank Instructions and Guidelines to Faculty**

In accordance with Article 6.17, faculty who distinguish themselves through continuing significant contributions to the College and completion of the following criteria may apply for an advancement in rank to Associate Professor and Professor, and, if the rank is approved, be awarded an additional pay step for each rank earned.

**Criteria:** Faculty must meet the following criteria for a change in rank:

1. Minimum full-time faculty service requirements:
  - i) Associate Professor – at least ten (10) years of full-time faculty service to the College
  - ii) Professor – at least fifteen (15) years of full-time faculty service to the College
2. Satisfactory completion of post-tenure review
3. Satisfactory performance evaluations
4. Documented evidence of five (5) years of significant continuing contributions for each rank (using contributions other than those used for previous rank)
5. Ongoing professional development that meets the contractual obligations in Article 9.2
6. Peer recommendations

Note:

1. Faculty may apply for Associate Professor during their 10<sup>th</sup> year of service or thereafter. Faculty may apply for Professor during their 15<sup>th</sup> year of service or thereafter. Faculty who apply during their 10<sup>th</sup> year of service for Associate Professor or during their 15<sup>th</sup> year for Professor must provide significant-contributions and completed their evaluations and professional development from their 10<sup>th</sup> and 15<sup>th</sup> years of service, respectively.
2. Faculty who have 15+ years of service may apply for both ranks simultaneously, provided they can demonstrate significant continuing contributions and ongoing professional development for ten (10) years since earning tenure.

**Application:** To apply for a rank change, faculty must submit both an application and a portfolio of evidence to the Vice President for Academic Affairs by the deadlines below:

1. Faculty member submits Appendix G (Sections I – III), Request for Advancement in Professional Rank, to the V.P. of Academic Affairs. The application must be received by the V.P. no later than 4 p.m. on November 1.
2. Faculty member submits portfolio to V.P. of Academic Affairs. The portfolio must be received by the V.P. no later than 4 p.m. on February 1.

Note:

1. Late applications and/or portfolios will not be accepted or considered.
2. If a deadline falls on a weekend or holiday, the deadline will be 4 p.m. on the next business day.
3. Upon receipt of an application or portfolio, the V.P. of Academic Affairs will send an email to the faculty member with a confirmation of receipt.
4. Faculty who previously earned rank without a portfolio or approval by a professional rank committee may keep their current rank, albeit without the corresponding pay steps. However, faculty may reapply for rank using the new criteria and earn the additional pay steps.

**Guidelines for the Portfolio:**


1. The portfolio must be in a 3-ring binder of no more than 1", and contain only the information required for rank change.

2. To facilitate the work of the Rank Committee, organize the portfolio in the following order, with tabs/dividers as indicated:
  - A. Narrative (see details below)
  - B. Supporting Documentation (tab)
    1. Letters of recommendation from two faculty peers
    2. Evidence of satisfactory completion of post tenure review
    3. Copies of satisfactory performance reviews for past five years
  - C. Significant Contributions (tabs for each of the three sub-categories)
    1. Contributions to College and educational committees
    2. Contributions to the College, department and profession
    3. Contributions to community groups or projects

Note: Faculty must provide a list and evidence of contributions in each of the sub-categories, of which two must be significant.
  - D. Professional Development (tab)
3. The cover letter/narrative must provide detail and impact of significant contributions above and beyond contractual obligations, and should be no more than 1000 words in length.
4. Five years of contributions and participation are required for each rank. For Associate Professor, faculty may use any five years since earning tenure. For Professor, faculty may use any five years other than those used for Associate Professor. Faculty may use contributions attained during the year in which they are applying.
5. If applying for both ranks simultaneously, faculty must show 10 years of contributions and participation since earning tenure. The portfolio can be no more than 2” and the narrative no more than 2000 words.
6. For each sub-category in the Contributions section include a list of contributions, followed by the appropriate documentation, both in chronological order.
7. For the Contributions section, End of Year verifications are not sufficient evidence of significance; other documentation must be provided.
8. For the Professional Development section, provide the End of Year verification forms for each year listing the professional development activities and hours. No other evidence is needed. . The forms must be signed by the faculty member.
9. The portfolio should meet the requirements and constraints listed above and contain only the information necessary for rank change. Excessive portfolios, narratives and/or information can hinder the possibility of advancement.




**Appendix H: Request for Transfer by Tenured Faculty to Internal Vacancy**

	<p><b>APPENDIX H</b>  <b>REQUEST FOR TRANSFER by TENURED FACULTY to</b>  <b>Internal Vacancy</b></p>	
<p>To apply for transfer, this form must be received in Human Resources by the close date on the job posting on the College's web site, or five business days, whichever is greater. <i>(Please select one)</i></p> <p style="text-align: center;"> <input type="checkbox"/> Within same discipline      <input type="checkbox"/> From one discipline to another         </p>		
Name (Please print)	Discipline	Campus
I would like to request a transfer to: (Campus)		Position in the discipline of:
Date of previous transfer, if any:	Signature	Date
<p>Distribution:    Original: Human Resources Employment Office                              Copy:     Current Dean</p>		
<p><b>Human Resources:</b></p> <p>1. Verification of <input type="checkbox"/> previous transfer date and <input type="checkbox"/> most recent satisfactory performance evaluation by: _____; and <input type="checkbox"/> qualifications by: _____.</p> <p>2. Original forwarded to prospective Campus President on: _____ (Date).</p>		
<p>Prospective Campus President or Dean:</p> <p>3. Transfer approved by: _____ on _____.</p> <p>4. Transfer denied by: _____ on _____.</p> <p>5. Original sent to Human Resources Employment Office; copies to VP Academic Affairs, Faculty Member's Current Dean and Faculty Member on _____ (Date).</p>		

2-1-027 (8/07)

## Appendix I: Notification of Outside Employment

		<b>APPENDIX I</b>	
<b>NOTIFICATION OF OUTSIDE EMPLOYMENT</b>			
<i>Employee should complete parts 1 and 2, then forward this form to his/her immediate supervisor. Supervisor should read, sign in part 3, and distribute form as indicated below.</i>			
<b>Part 1</b>		<b>Employee Information</b>	
<i>Name:</i>		<i>Colleague ID Number:</i>	
<i>Position Title:</i>		<i>Supervisor's Name:</i>	
<i>Department:</i>		<i>Campus:</i>	
<b>Part 2</b>		<b>Outside Employer Information</b>	
<i>Employer Name:</i>		<i>Type of Business:</i>	
<i>Physical Location (address):</i>		<i>Dates of Employment:</i>	<i>Work hours per week:</i>
		<i>From:</i>	
		<i>To:</i>	
<i>Title:</i>		<i>Supervisor Name:</i>	<i>Supervisor Phone:</i>
<i>Brief Description of duties:</i>			
<i>This is to inform you that I am employed outside of the College as described above.</i>		<i>Signature:</i>	<i>Date:</i>
<b>Part 3</b>		<b>HCC Supervisor's Acknowledgement</b>	
<i>Remarks:</i>		<i>Signature:</i>	<i>Date:</i>
<i>Original to: Supervisor    Copy to: Campus/District Official, Human Resources, Employee    0-0-011 (04/08)</i>			



**Appendix J: Application for Continuing Contract (Tenure)**

And

**AUTHORIZATION OF TENURE COMMITTEE TO REVIEW LIMITED ACCESS FILE**

To:

From:


Date:

I hereby submit for your consideration and forwarding to the Campus and College-Wide Tenure Committees this memorandum of application for tenure (continuing contract).


Additionally, I authorize the duly appointed members of the Hillsborough Community College Tenure Committee(s) to review any materials in my "limited access" personnel file. It is understood that any such review of my confidential file is to be done only to gather information relative to my eligibility for tenure. Such information is to be considered as confidential and may only be discussed among members of the tenure committee(s) during their regularly scheduled meeting(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date


	<p><b>Appendix K: Tenure Timeline</b></p> <p><i>Exception: If a timeline date falls on a holiday, break day, or weekend, the timeline date shall be the immediate business day prior.</i></p>
TIMELINE	ACTION
By October 1	Faculty member submits Application for Tenure (Continuing Contract) and Authorization of Tenure Committee to Review Limited Access File form.
By January 10	Faculty member submits portfolio to immediate supervising dean.
By February 15	Campus Tenure Committee makes recommendation to campus president.
By February 20	<p>If approved, recommendation of campus tenure committee goes to college tenure committee.</p> <p>The campus president or designee provides written notice to faculty members that their name is or is not being submitted to the College-wide committee for tenure.</p>
By March 15	The campus president informs applicable faculty members in writing of intent not to renew their contracts for the following year (this deadline pertains to all faculty).
By April 1	College-Wide Tenure Committee makes recommendation to vice president for academic affairs.
By April 15	Vice president makes recommendation to college president.
Before MAY BOT meeting	<p>The College president recommends to the BOT.</p> <p>The campus president or designee provides written notice to faculty members that their name is or is not being submitted to the BOT for tenure.</p>
By May BOT meeting	Tenure approval.
By week after BOT meeting	College president informs each candidate in writing of the BOT's decision.

For Non-Tenured Faculty Hired Prior to Fall 2013

	<b>Appendix L: Academic Division Chair Assessment</b>		FORM A
This form is to be completed by the supervising administrator			
<i>Division:</i>			
<i>Division Chair's Name:</i>		<i>College ID #:</i>	<i>Home Campus:</i>
<b>Duties Assigned:</b>	<input checked="" type="checkbox"/> or <input type="checkbox"/> N/A	Comments regarding performance and examples of strengths/weaknesses:	
Assists with college-wide enrollment management for departments and programs within the division.	<input type="checkbox"/>		
Assists with curriculum management and course development for departments and programs within the division.	<input type="checkbox"/>		
Assists with Strategic Planning and coordination of college-wide initiatives and grants for departments/programs within the division.	<input type="checkbox"/>		
Assists with efforts within the division related to retention and the enhancement of degree/credential completion rates.	<input type="checkbox"/>		
Assists with program review and following up with the results of program review.	<input type="checkbox"/>		
Assists with the coordination of Program/Student Learning Outcomes (Academic Assessment) by ensuring timely completion and follow-up on results and the collection of appropriate data and documentation.	<input type="checkbox"/>		


Additional Comments or observations:


<p>Based upon this evaluation, I consider this Division Chair's performance to be:</p> <p> <input type="checkbox"/> Satisfactory                                      <input type="checkbox"/> Acceptable, but needs improvement                                      <input type="checkbox"/> Unsatisfactory             </p>		
Supervising Administrator's Name	Signature	Date
Division Chair's Name	Signature (does not imply agreement)	Date
Vice President for Academic Affairs	Signature	Date
Distribution: Original – Personnel file Copy – Division Chair		09/19

	<b>Appendix L: Instructional Department Chair Assessment</b>		FORM B
This form is to be completed by the immediate supervising dean / administrator			
<i>Department Chair's Name:</i>	College ID #:	Campus/location:	
<i>Department Name / Disciplines:</i>			
Duties Assigned:	<input checked="" type="checkbox"/> or N/A	Comments regarding performance and examples of strengths/weaknesses:	
Assists the dean in the scheduling and staffing of classes.	<input type="checkbox"/>		
Assists the dean in the recruiting, interviewing and hiring of adjunct faculty	<input type="checkbox"/>		
Assists the dean in the orientation and supervision of adjunct faculty.	<input type="checkbox"/>		
Assists the dean in the evaluation of adjunct faculty.	<input type="checkbox"/>		
Assists the dean in responding to student issues and complaints related to adjunct faculty.	<input type="checkbox"/>		
Assists the dean in arranging for substitutes when necessary.	<input type="checkbox"/>		
Assists in Program Review.	<input type="checkbox"/>		

Additional Comments or observations:		
Based upon this evaluation, I consider this Department Chair's performance to be: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Acceptable, but needs improvement <input type="checkbox"/> Unsatisfactory		
Supervising dean's Name	Signature	Date
Department Chair's Name	Signature (does not imply agreement)	Date
Distribution: Original – Personnel file Copy – Department Chair		09/19



	<b>Appendix M: UFF-PAC Payroll Deduction Authorization Form</b>	
<b>United Faculty of Florida – Political Action Committee</b> <b>306 East Park Avenue</b> <b>Tallahassee, FL 32301</b> <b>850-224-8220</b>		
<i>College:</i>	<i>Department:</i>	
<i>Name:</i>		
<i>Address:</i>		
<i>City:</i>	<i>State:</i>	<i>Zip:</i>
<p><b>UFF-PAC Payroll Deduction</b></p> <p>I authorize the HCC-BOT, through the College, to deduct from my pay, starting with the first full bi-weekly pay period commencing not earlier than seven (7) full days from the date this authorization is received by the College, contributions to the UFF-Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.</p> <p>The above deduction authorization shall continue until either revoked by me through written notice to my College Human Resources Office or my transfer out of this bargaining unit.</p>		
_____ Member's Signature	_____ Date	

	<b>Appendix N: Basic duties of Instructional Chairs, Instructional Program Managers, and College-Wide Librarian and Counselor Program Managers</b>
<p><b>Under the supervising dean or administrator, an Instructional Department Chair assumes a leadership role in managing one or more instructional departments, performing applicable basic duties as needed.</b></p>	
<ul style="list-style-type: none"> <li>• Assists the dean in the scheduling and staffing of classes.</li> <li>• Assists the dean in the recruiting, interviewing and hiring of adjunct faculty.</li> <li>• Assists the dean in the orientation and supervision of adjunct faculty.</li> <li>• Assists the dean in the evaluation of adjunct faculty.</li> <li>• Assists the dean in responding to student issues and complaints related to adjunct faculty.</li> <li>• Assists the dean in arranging for substitutes when necessary.</li> <li>• Assists in Program Review.</li> </ul>	
<p><b>Under the supervising dean or administrator, an Instructional Program Manager assumes a leadership role in managing an instructional program, performing applicable basic duties as needed.</b></p>	
<ul style="list-style-type: none"> <li>•</li> <li>• Develops, evaluates, revises, and reviews program requirements to assure that the program is in compliance with external agency accreditation requirements and aids in the preparation of materials for the accreditation and reaffirmation of accreditation with such agencies.</li> <li>• Recommends sites for the development of affiliation agreements to be entered into by the College to provide practical experiences for the students in the program manager's discipline.</li> <li>• Develops, evaluates and recommends activities and concerns relative to student recruitment which are supportive of the recruitment efforts for a program.</li> <li>• Coordinates and manages matters directly related to the needs of the program, such as arranging performance venues and representing the program to internal and external constituencies and stakeholders.</li> <li>• Assists the dean in the scheduling and staffing of classes.</li> <li>• Assists the dean in the recruiting, interviewing and hiring of adjunct faculty.</li> <li>• Assists the dean in the orientation and supervision of adjunct faculty.</li> <li>• Assists the dean in the evaluation of adjunct faculty.</li> <li>• Assists the dean in responding to student issues and complaints related to adjunct faculty.</li> <li>• Assists the dean in arranging for substitutes when necessary.</li> </ul>	


**Under the supervising administrator(s), and in coordination with the campus Deans, the College-wide Librarian Program Manager assumes a leadership role in the library program, performing applicable basic duties as needed.**

- Serves as the Co-Chair of the Division of Academic Support Services.
- Serves as chair of the Librarian Discipline Group
- Assists in recruiting, interviewing, and hiring adjunct librarians.
- Assists in the orientation, and supervision, and evaluation of adjunct librarians.
- Assists in Program Review and other administrative reporting on campus for the library program.
- Assists the Library Business Information Analyst, when appropriate, with coordination of the Integrated Library Management System for campus libraries.
- Assists in reporting computer hardware and software needs.
- Coordinates user interface management of the virtual library with campus librarians.
- Facilitates communication across campuses for updates impacting policies and procedures for the library program.

**Under the supervising dean or administrator, the College-wide Counselor Program Manager assumes a leadership role in the counseling program, performing applicable basic duties as needed.**


- Serves as the Co-Chair of the Division of Academic Support Services.
- Serves as chair of the Counselor Discipline Group
- Facilitates communication across campuses for updates impacting policies and procedures for Faculty Counselors.
- Coordinates biannual college-wide Faculty Counselor and Dean collaboration meetings.
- Identifies and communicates professional development opportunities for Faculty Counselors.
- Coordinates the training program for new Faculty Counselors
- Assists in recruiting, interviewing, and hiring adjunct counselors.
- Assists in orientation and supervision of adjunct counselors.
- Assists in evaluation of adjunct counselors.
- Coordinates counseling-based extracurricular events college wide.

## Appendix O: Basic duties of an Academic Division Chair

	<h3>Basic duties of an Academic Division Chair</h3>
<p>Under the supervision of the Associate Vice President for Associate in Arts Programs, Associate Vice President for Associate in Science Programs, or the Dean of Post-Secondary Adult Vocational (PSAV) Programs, and acting on behalf of the Vice President for Academic Affairs, the Division Chair assumes a leadership role in coordination, communication, and management of matters within an Academic Division at the college.</p>	
<ul style="list-style-type: none"> <li>• Assists with college-wide enrollment management for departments and programs within the division. This includes, but is not limited to, working with Campus Department Chairs, Academic Deans, and other college administrators on schedule coordination and enrollment planning across campuses, centers, and offsite instructional locations of the college - including dual enrollment locations and online.</li> <li>• Assists with curriculum management and course development for departments and programs within the division. This includes, but is not limited to, review of course syllabi for verification of required student learning outcomes, and monitoring compliance with other college and SACS policies and requirements.</li> <li>• Assists with Strategic Planning and coordination of college-wide initiatives and grants for departments/programs within the division.</li> <li>• Assists with efforts within the division related to retention and the enhancement of degree/credential completion rates.</li> <li>• Coordinates college-wide division meetings when necessary, facilitating effective communication between the district offices and campuses, centers, and offsite instructional locations of the college.</li> <li>• Assists with program review and following up with the results of program review.</li> <li>• Assists with the coordination of Program/Student Learning Outcomes (Academic Assessment) by ensuring timely completion and follow-up on results and the collection of appropriate data and documentation.</li> </ul>	
<p><i>* The Division of Academic Support Services is co-chaired by the Librarian and Counselor Program Managers. The basic duties of these positions are described in Appendix N, and are inclusive of some duties unique to their roles as division co-chairs. Likewise, some duties listed above may not apply.</i></p>	

Appendix O: Basic Duties of an Academic Division Chair 2-1-114 (8/19)

**Appendix P: Tenure Committee Checklist**

		<b>Tenure Committee Checklist</b>	
<i>Tenure Candidate Name</i>		<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>
<i>Discipline/Area</i>	<i>Location (campus)</i>	<i>Term</i>	<i>Supervising dean</i>
<p><b>1. Evaluations of Faculty Completed by the Administration: (provided by the dean)</b>                  Article 9.1.B.3.b of the HCC/FUSA contract states that each non-tenured faculty member will be evaluated once each fall and spring term. Failure of the supervising dean to evaluate a non-tenured faculty member as required by the contract shall be conclusive proof that the faculty member’s performance is considered “satisfactory” for that term.</p> <p>1st Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  2nd Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  3rd Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  4th Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  5th Year      Fall <input type="checkbox"/></p>			
<p><b>2. Professional Contributions: (completed by the faculty member: file copies provided by the dean)</b>                  As part of the Faculty End of Year verification, faculty members submit information once per year on their professional accomplishments to the institution and certifying that they have met all of their scheduled classes and posted office hours except when on approved leave.</p> <p>1st Year <input type="checkbox"/>                  2nd Year <input type="checkbox"/>                  3rd Year <input type="checkbox"/>                  4th Year <input type="checkbox"/>                  5th Year <input type="checkbox"/></p>			
<p><b>3. Student Feedback Survey of Instructional Faculty: (provided by the dean)</b>                  Article 6.16.F of the contract states that the dean will ensure that copies of student evaluation surveys of the candidate are available for review by the tenure committees and the college president.</p> <p>1st Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  2nd Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  3rd Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  4th Year      Fall <input type="checkbox"/>      Spring <input type="checkbox"/>                  5th Year      Fall <input type="checkbox"/></p>			

2-1-117 (07/19)

**4. The Portfolio:**

Article 6.16.E.1 of the contract states that the tenure candidate must maintain a tenure portfolio to be submitted as part of the tenure process.

- A. The portfolio must contain copies of the faculty member’s evaluations completed by the Administration and copies of the Student Feedback Surveys of Instructional Faculty summary reports. The portfolio must also contain documented evidence of continuing contributions and/or participation in the following four (4) areas:

**1. Documented evidence of participation in college or educational committees**

Year One – One (1) committee in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five – Two (2) committees per year in addition to Cluster	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: on a continued or annual basis, discipline sub-committees, task forces, SACS committees, textbook or curriculum committees, AS program advisory committees, college-wide or campus committees, screening committees, institutional and campus advisory councils. Note: A committee must consist of two or more members.

Examples of documentation: minutes from committee(s) in which the faculty member participated and/or letters from committee chairperson confirming the faculty member’s participation.

Category	Documentation Provided
_____	_____
_____	_____
_____	_____

**2. Documented evidence of participation in professional development activities as specified in Article 9.2.B.**

**a. Documented evidence of participation in college faculty development activities for a minimum of ten (10) hours per year.**

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: Attendance at workshops, faculty presentations, seminars, conferences; recertification, maintenance of licensure, undergraduate/graduate courses. Note: The 10 hours per year of

college faculty development activities may include, but not be limited to, undergraduate, graduate or dissertation hours (where 1 credit hour = 15 faculty development hours).

**b. Documented evidence of participation in distinct faculty development modules relating to tenure.**

The modules can be earned throughout the five-year period, provided they are completed before the faculty member submits a tenure portfolio. The Associate Vice President for Associate of Arts will maintain a list of the approved Tenure, CT and CCHE modules and will provide them to the faculty and to the tenure committees.

Total of 10 CT or CCHE modules over the course of Years 1 – 5    Yes     No   
 OR Total of 5 Tenure modules (TMOD)

---



---



---



---

**3. Documented evidence of contributions to the Department, College or Profession:**

- |                                    |                              |                             |
|------------------------------------|------------------------------|-----------------------------|
| Year One – one (1) contribution    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Year Two – two (2) contributions   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Year Three – two (2) contributions | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Year Four – two (2) contributions  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Year Five – two (2) contributions  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Examples of category: Working on special projects, grants, program reviews, etc. for the department or the college; presenting at college or faculty development workshops; grant writing; professional publications; attending professional conferences and sharing best practices; club advisors; course coordinators; other contributions to the college such as volunteering at graduation, campus beautification.

Examples of documentation: copies of the books, articles, and multi-media publications; workshop, seminar, and or conference program(s) confirming participation; letters of appreciation or invitation verifying participation.

Category	Documentation Provided
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**4. Documented evidence of participation in Community groups or projects for a minimum of five (5) hours per year.**

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Examples of category: Participation in the community, such as mentoring or tutoring students; participation in groups or events or activities sponsored by the Red Cross, American Cancer Society, United Way, etc.; service on board(s) or community-oriented organizations, youth activities. Participation in community service should be voluntary and non-paid.

Examples of documentation: letters of appointment, minutes of meetings, certificates or letters of appreciation. Local media (newspapers, etc.) accounts of the event denoting tenure candidate’s participation; evidence of awards received for services rendered.

Category	Documentation Provided
_____	_____
_____	_____
_____	_____
_____	_____

FILE IS COMPLETE       FILE IS INCOMPLETE

**Tenure Committee Interview Question(s):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMMENT(S) (Note: comments recorded in this document will be part of public record)**


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Appendix Q: Tenure Committee Checklist**

		<b>End of Year Verification - Instructional Faculty</b>	
<i>Submitted in accordance with the current HCC-FUSA Agreement</i>			
Name	Colleague ID (Not SSN)	Discipline	HR Processed
			Date    By
Current Campus	Dean		Academic Year
<b>I. Faculty Report on Primary and Other Responsibilities:</b>			Yes    No
Attended all scheduled classes except when on approved leave.			<input type="checkbox"/> <input type="checkbox"/>
Attended required scheduled in-service activities except when on approved leave.			<input type="checkbox"/> <input type="checkbox"/>
Maintained required office hours, except when on approved leave, and was available for additional office hours by appointment.			<input type="checkbox"/> <input type="checkbox"/>
Participated in developing, revising and implementing a course or program as needed.			<input type="checkbox"/> <input type="checkbox"/>
Attended all required scheduled district-wide, campus-wide and area meetings unless on approved leave.			<input type="checkbox"/> <input type="checkbox"/>
Developed a syllabus that clearly defined the grading policy which enabled the student to determine how the course grade would be calculated.			<input type="checkbox"/> <input type="checkbox"/>
Developed a syllabus that clearly defined course outcomes.			<input type="checkbox"/> <input type="checkbox"/>
By the end of the second week of class, distributed the syllabus to students and provided the dean with a copy.			<input type="checkbox"/> <input type="checkbox"/>
Endeavored to provide accommodation for disabled students as recommended by the coordinator of services for students with disability.			<input type="checkbox"/> <input type="checkbox"/>
Attended graduation unless excused or on approved leave.			<input type="checkbox"/> <input type="checkbox"/>
<b>II. Faculty Report on Contributions</b> College or Educational Committees          Contributions to the Department, College or Profession			

Community Groups or Projects

Other Contribution or Comments

**III. Faculty Report on Development**

Date	Activity	Location	# Hours
TOTAL			

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: Original – Human Resources; Copy – Faculty Member & Dean



Community Groups or Projects
Other Contribution or Comments

**III. Librarian Report on Development**

Date	Activity	Location	# Hours
<b>TOTAL</b>			

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: Original – Human Resources; Copy – Faculty Member & Dean






<b>Appendix T: Faculty Performance Improvement Plan</b>			
<i>Name</i>	<i>Colleague ID</i>	<i>Position #</i>	<i>HR Processed Date By</i>
<i>Discipline/Area</i>	<i>Location</i>	<i>Supervising dean</i>	
<i>Pre-Evaluation Conference Date</i>	<i>Formal Observation Date</i>	<i>Duration</i>	<i>Tenure Status</i>
Relative to the Primary and Other Responsibilities, provide any areas needing improvement:			
<p>Plan of Action:</p> <p>A. Time-frame set for determining improvement:</p> <p>B. Consequences, if no improvement:</p>			

Appendix U intentionally left blank.



### Appendix V: Post Tenure Review – Timeline and Instructions

	<b>POST TENURE TIMELINE</b> <i>Exception: If a timeline date falls on a holiday, break day, or weekend, the timeline date shall be the immediate business day prior.</i>
<b>TIMELINE</b>	<b>ACTION</b>
By the end of April	Faculty undergoing post-tenure review for the subsequent academic year will be notified at the end of the spring semester of the preceding academic year.
By September 30	Faculty turn in to their deans either post-tenure review folders or electronic .pdf file as specified in the instructions that follow.
By October 10	The deans turn in the post-tenure portfolios to the campus presidents (this allows a week and a half to resolve missing documents, etc.)
By November 10	The campus tenure committees review the portfolios starting October 11 and return their recommendations and folders to the campus presidents by November 10.
By November 30	The deans review the portfolios beginning November 11 and provide their recommendations to their campus presidents by November 30.
By the end of the term	By the end of the fall term, campus presidents provide their recommendations to the Vice President for Academic Affairs.
January BOT	Post-tenure approval or other decision as appropriate.
By week after BOT meeting	College president informs each candidate in writing of the BOT's decision.

#### Instructions to Faculty

Forms will be provided for the five years prior to the year of review. If submitting a physical portfolio, faculty should organize all forms in one binder and deliver to the dean. Faculty may submit an electronic post-tenure portfolio as a .pdf file. Note that you are listing participation in each area on the End of Year Forms; you do not have to provide original documentation or signatures as proof of participation.

1. **Faculty Performance Reviews:** Available from the dean
2. **Student Feedback (Summaries):** Available from the administration
3. **End of Year Verifications:** Provided by the faculty to provide evidence of:
  - a. Contributions to the College, Department or Profession
  - b. Contributions to the Community
  - c. Participation in Faculty Development



## APPENDIX V FACULTY POST-TENURE REVIEW FORM

<i>Name</i>		<i>Colleague ID (Not SSN)</i>	<i>Position Number</i>	<i>HR Processed</i>	
				<i>Date</i>	<i>By</i>
<i>Discipline/Area</i>	<i>Year</i>	<i>Location (campus)</i>	<i>Supervising dean</i>		

### PART I: Campus Post-Tenure Review

#### 1. Faculty Performance Reviews: (available from the dean)

Article 9.1.B.3 of the HCC/FUSA contract states that each full-time faculty member will be evaluated once each year. Failure of the supervising dean to evaluate a full-time faculty member as required by the contract shall be conclusive proof that the faculty member's performance is considered "satisfactory" for that term.

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

#### 2. Student Feedback Surveys: (available from administration)

Article 9.1.B.5 of the HCC/FUSA contract states that students shall complete a formal student feedback survey for instructional faculty members using the online Student Feedback Survey. Article 9.1.B.5 of the contract states that the administration will provide the student feedback surveys. Failure of administration to provide documentation shall be conclusive proof that the faculty member had satisfactory student feedback surveys for that year.

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

#### 3. Service/Contributions to the College, Department or Profession: (documented by the faculty)

Article 9.3.A of the HCC/FUSA contract states that faculty will have documented contributions to the college or department. This may include committees and will be documented on the End of Year Verification form.

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**4. Contributions to the Community: (documented by the faculty)**  
 Article 9.3.A of the HCC/FUSA contract states that faculty will have documented contributions to the community. This will be documented on the End of Year Verification form.

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**5. Faculty Development: (documented by the faculty)**  
 Article 9.2.A of the HCC/FUSA contract states that faculty will participate in a minimum of ten (10) hours of faculty development activities each year. This will be recorded by the faculty member on the End of Year Verification form.

Year One	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Two	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Three	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Four	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Year Five	Yes <input type="checkbox"/>	No <input type="checkbox"/>

The faculty member has continued satisfactory professional performance of all faculty duties.	Yes	To Some Degree	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relative to the above, provide examples noted in the past 5 (years) in narrative form:

Provide areas needing improvement, if any:

**Campus Tenure Committee Recommendation:**

Satisfactory

Acceptable, with minor deficiencies (provide recommendations above)

Unsatisfactory and Performance Improvement Plan recommended

<i>Campus Tenure Committee Chair Signature</i>	<i>Date</i>
--	-------------

