

ARTICLE 8
FACULTY WORKING CONDITIONS

8.1 – Responsibilities

A. Instructional Faculty Members

1. Primary Responsibilities

The primary responsibility of an instructional faculty member is to educate students. To be in compliance with the requirements of the Southern Association of Colleges and Schools (SACS) and accrediting agencies, each instructional faculty member must satisfy the minimum certification requirements established by these agencies as more fully provided in Article 6, Section 6.24 of this Agreement. The Administration shall provide the necessary support services and personnel to enable each instructional faculty member to perform his responsibilities, which shall include the following:

- a. In accordance with the laws of the State of Florida, a full-time faculty member must teach a minimum of fifteen (15) classroom contact hours per week for the College. A clinical or lecture contact hour consists of a regularly scheduled activity for fifty (50) minutes in a course of instruction approved by the Board. A course must meet a minimum of 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. Except as hereinafter provided for accredited Health Sciences, a full time faculty member will be awarded a Basic Year Contract. The Administration will notify each faculty member by April 1 whether the next contract will be a Basic Year (nine month), a College Year, or Twelve Month Contract for the following academic year(s). (Except where faculty member is seeking tenure, the notice date shall be consistent with Article 6.16.)

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 terms and 120 load points (or its equivalent) each third term, for a total of 420 load points.

An instructional faculty member who is on a Basic Year Nine-Month Contract shall be required to teach 150 load points (or its equivalent) during the Fall Term and 150 load points (or its equivalent) during the Spring Term. 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 insure that program accreditation staffing requirements are met during the summer term, the Dean, after communicating with the Nursing Program faculty members, may assign teaching responsibilities to nursing 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 based on lowest seniority first. The teaching responsibility will be communicated to the faculty members by the second week of Spring Term. A full-time instructional faculty member 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 2.8(B) or 2.8(C), respectively.

- c. The College will schedule two major instructional semesters – Fall and Spring. Within each of these semesters, the Administration may utilize scheduling variations to meet the needs of students, which may include such variations as one-week courses, five-week courses, seven-week courses, ten-week courses, weekend courses or any similar scheduling variations. The College may schedule classes of varying length during the summer.
- d. Instructional faculty members shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract and no more than six (6) in-service days under a College Year Contract. An in-service day is a district-wide contractual day of service scheduled on a non-teaching day.
- e. Each faculty member shall post and maintain 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 in minimum increments of thirty (30) consecutive minutes over a period of not less than four (4) 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 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 to be at any place other than the faculty member's office or in a classroom between classes, the faculty member and the immediate Supervising Dean will agree upon the location. The

faculty member must provide his immediate Supervising Dean with a copy of his written office hour schedule as early as possible, but not later than the end of the second week of classes. In exceptional circumstances, the immediate Supervising Dean may allow deviations from the four-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, with a copy to the Dean, that the faculty member has cancelled equivalent office hours during that week.

(1) All faculty members may schedule up to a maximum two hours of office time on-line. In addition, for every 30 load points of on-line course, one (1) additional office hour may be scheduled on-line, provided that the maximum on-line office hours shall not exceed five hours.

- f. A faculty member shall participate with other faculty members in his discipline to develop, revise and implement a course or program.
- g. Each faculty member shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, and maintaining professional competence.
- h. Each faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic related commitment, or a medical appointment, or is on approved leave.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings and those area meetings called by an immediate Administrative Supervisor pertaining to College matters, unless on approved leave or with authorization from his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled class assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.
- b. Each faculty member shall instruct students in conformance with the material listed in the discipline-approved course profiles and as defined by the College catalog course descriptions. The faculty member shall present the course content in such a manner as to

provide students with an opportunity for success. In addition, an instructional faculty member shall respect and encourage the germane expression of opinions by students. If a student requests special consideration based upon disabilities, the faculty member will refer the student to the Office of Students for Students with Disabilities. When presented with documentation issued by that office, the instructional faculty member will endeavor to provide the instruction needed within the normal class setting or, where necessary, request the services of a specialist. If deemed advisable, the instructor shall advise the disabled student to consult with the faculty member's immediate Administrative Supervisor for assistance in obtaining an acceptable course substitution as provided for by the laws of the State of Florida.

- c. Each faculty member shall develop a syllabus and distribute it to students by the end of the second week of class. The syllabus shall include the following: course title, course prefix, credit hours, instructor name, instructor office hours and location, telephone number, course meeting time, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (*e.g.*, lecture, audio visuals, small group discussions, quizzes, etc.), course objectives (a brief statement of expected outcome the student should achieve by the end of the term), tentative lecture/course schedule, and other requirements as needed by the individual instructor.
- d. Each faculty member shall review the results of any student course evaluations at the conclusion of each term for the purpose of self-improvement and course updates.
- e. Each faculty member shall self-evaluate his instruction at the conclusion of each term for the purpose of self-improvement and course update. The evaluation is for the faculty member's information only.
- f. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written statement listing the faculty member's professional contributions to the institution and certifying that he has met all of his scheduled classes and posted office hours except when on approved leave.
- g. In accordance with the needs of the College, occasionally it may be necessary for the Administration to assign a faculty member in his discipline to any campus or center. However, the Administration shall minimize travel time for multi-campus assignments, and such travel will be subject to Article 8.14, *Travel Expenses*.
- h. It is the responsibility of the Administration to assign faculty to both day and evening classes to meet the needs of students. When

it is necessary for the Administration to assign a faculty member evening classes in his/her discipline, the assignment must be within an eight-hour period in a given day. If assigned evening classes, there will be a period of twelve (12) hours between the end of the evening class and the beginning of the next day's assignment. However, a faculty member may request to waive these requirements.

- i. The Administration may request that a faculty member sponsor a student club or organization and/or serve on a committee, either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor.
- j. Faculty members are expected to participate in College and educational committees, community groups and professional organizations.
- k. The faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- l. If a student requests assistance, placement testing or counseling, the faculty member shall refer the student to the Student Services Department at the campus.
- m. A faculty member shall respond to reasonable written, e-mail, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic related commitment or a medical appointment, or is on approved leave, or is not teaching during that term.
- n. The College may require an instructional faculty member assigned to programs involving affiliates or off-campus sites to work on a Board-approved holiday on 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. The Administration will endeavor to have a faculty member's Basic Year Contract in-load assignments on one calendar of duty days not to exceed 193 days for a Ten and One-Half (10-1/2) Month Contract and 158 days for a Nine (9)-Month Contract. However, a faculty member on a Basic Year Contract whose contractual days are so adjusted shall receive a period of at least six (6) consecutive weeks each contractual year in which he is not on duty.

- o. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or he is excused in advance by the Campus President.
- p. Beginning in the Spring Term of 2002, goals and their measurement for the following year will be mutually discussed and agreed to by the Supervising Dean and the faculty member. Beginning in the Fall Term of 2003, the faculty self-assessment will review completion of the previous year's goals and provide documentation for the attainment of each goal.

B. Library Faculty

1. Primary Responsibilities

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

- a. A full-time library faculty member shall be required to work the hours assigned by the Dean to perform Library duties. A library faculty member's workweek shall not exceed five consecutive calendar days unless waived by the faculty member.
- b. A full-time library faculty member will be awarded a Basic Year (Nine-Month) Contract. Under the Basic Year Contract, a library faculty member may be required to work during all or part of the Fall Term, Spring Term and Summer Term, provided that the library faculty member will receive a minimum of seven (7) consecutive weeks off, during which (s)he 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, a library faculty member shall not be required to work more than 158 days, except in an emergency. If required to work more than 158 days, a library faculty member will be compensated at the daily rate of pay as defined in Section 2.19 of this Agreement. At the Administration's discretion, a library faculty member may be offered a College Year Contract. A library faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 229 days. A library faculty member with a Basic Year or a College Year Contract shall work the same Basic Year or College Year Contract.

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- c. No load points will be assigned to a library faculty member for the performance of his duties as a librarian.
 - d. A library faculty member shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract, and no more than six (6) in-service days under a College Year Contract.
 - e. A Basic Year of College Year Contract shall include one (1) hour per day for professional planning. The library faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given work day shall be designated for professional planning; such professional planning will be done on campus. Occasionally, due to operational necessity, the librarian may be required by the Administrative Supervisor to work during a pre-scheduled professional planning time.
 - f. Each faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, or is on approved leave.
 - g. The salary of faculty librarian is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when librarians may be required to work hours beyond the normally-required thirty-seven and one-half (37-1/2) hour week to perform the employee's job, librarians will be entitled to receive additional compensation as follows:
 - (1) When the librarian is required to work in excess of forty-five (45) hours in the workweek.
 - (2) When the librarian's Supervising Dean approves of the extra hours worked.
 - (3) When given, the extra compensation shall be one (1) hour of compensatory time off for each hour actually worked in excess of forty-five (45) hours per workweek. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used in coordination with termination. Time spent teaching overloads or in connection with overloads is not considered extra time worked under this Section.

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 his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.

- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. Each faculty member shall self-evaluate his performance at the conclusion of each term for the purpose of self-improvement. This evaluation is for the faculty member's information only.
- d. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written statement listing the faculty member's professional contributions to the institution.
- e. If there are no faculty volunteers for evening/weekend duty, library faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve only a maximum of two nights per week unless the Campus President determines that additional evening assignments will be required due to an emergency situation. An evening/weekend emergency shall not extend beyond two weeks. A library faculty member with evening duty will have twelve (12) hours between the end of evening duty and the beginning of duty the next day.
- f. Since the demands for library service may occur during periods when classes are not in session, the Administration reserves the right to assign library faculty duty schedules which differ from the duty days of an instructional faculty member. The revised schedule will not mean that a library faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (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 (s)he will not be on duty.

- g. A faculty member shall respond to reasonable written, e-mail, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend a scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, or is on approved leave or is not working during the term.
- h. A faculty member shall promptly report missing, inoperative, or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- i. A faculty member shall participate with other faculty members in his discipline to address district-wide library-related matters.
- j. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or the faculty member is excused in advance by the Campus President.
- k. Beginning in the Spring Term of 2002, goals and their measurement for the following year will be mutually discussed and agreed to by the Supervising Dean and the library faculty member. Beginning in the Fall Term of 2003, the faculty self-assessment will review completion of the previous year's goals and provide documentation for the attainment of each goal.

C. Counseling Faculty

1. Primary Responsibilities

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

- a. A full-time counseling faculty member shall be required to work the hours assigned by the 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.

- b. A full-time counseling faculty member will be awarded a Basic Year (Nine-Month) Contract. Under the Basic Year Contract, a counseling faculty member may be required to work during all or part of the Fall Term, Spring Term and Summer Term, provided that the counseling faculty member will receive a minimum of seven (7) consecutive weeks off, during which he 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, a counseling faculty member shall not be required to work more than 158 days, except in an emergency. If required to work more than 158 days, a counseling faculty member will be compensated at the daily rate of pay as defined in Section 2.19 of this Agreement. At the Administration's discretion, a counseling faculty member may be offered a College Year Contract. A counseling faculty member who accepts a College Year Contract shall be required to work during the Fall Term, the Spring Term and the Summer Term for no more than 229 days. A counseling faculty member with a Basic Year or a College Year Contract shall work the same number of days (including in-service days) as an instructional faculty member with a Basic Year or College Year Contract.
- c. No load points will be assigned to a counseling faculty member for the performance of his duties as a counselor.
- d. A Counseling faculty member shall be required to attend no more than five (5) in-service days per year under a Basic Year Contract, and no more than six (6) in-service days under a College Year Contract.
- e. A Basic Year or College Year Contract shall include one (1) hour per day for professional planning. The counseling faculty member and his immediate Administrative Supervisor shall mutually agree as to which hour in a given workday shall be designated for professional planning; such professional planning will be done on campus. Occasionally, due to operational necessity, the counseling faculty member may be required by the Administrative Supervisor to work during a prescheduled planning time.
- f. The faculty member shall attend academic curriculum cluster meetings as scheduled by at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, or is on an approved leave of absence.
- g. The salary of a counseling faculty member is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as registration, College

emergencies, sickness when covered, understaffing or other times when counselors may be required to work hours beyond the normally required thirty-seven and one-half (37-1/2) hour week to perform the employee's job, counselors will be entitled to receive additional compensation as follows:

- (1) When the counselor is required to work in excess of forty-five (45) hours in the workweek.
- (2) When the counselor's Supervising Dean approves of the extra hours worked.
- (3) When given, the extra compensation shall be one (1) hour of compensatory time off for each hour actually worked in excess of forty-five (45) hours per workweek. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used in coordination with termination. Time spent teaching overloads or in connection with overloads is not considered extra time worked under this Section.

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 his immediate Administrative Supervisor or the Campus President. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled work assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity(ies) that are approved by the Administration.
- b. The Administration may request that a faculty member sponsor a student club or organization with release time either of the faculty member's choice or by mutual agreement with his immediate Administrative Supervisor. Where possible, volunteer assignments for sponsorship of student clubs/organizations will be accepted.
- c. Each faculty member shall self-evaluate his performance at the conclusion of each term for the purpose of self-improvement. This evaluation is for the faculty member's information only.
- d. At the end of each academic term, each faculty member shall submit to his immediate Administrative Supervisor a written

statement listing the faculty member's professional contributions to the institution.

- e. If there are no faculty volunteers for evening/weekend duty, counseling faculty members will serve on a rotational basis for evening/weekend duty. The faculty member will notify his immediate Administrative Supervisor in writing regarding the rotational schedule for evening/weekend duty. However, a faculty member will be required to serve only a maximum of two nights per week, unless the Campus President determines that additional evening assignments will be required due to an emergency situation, which shall not extend beyond two weeks. A counseling faculty member with evening duty will have twelve (12) hours between the end of the night duty and the beginning of duty the next day.
- f. Since the demands for counseling service may occur during periods when classes are not in session, the Administration reserves the right to assign a counseling faculty member duty schedules which differ from the duty days of an instructional faculty member. The duty schedule, which will be provided at the beginning of the academic year, will not mean that the counseling faculty member will work more days than the number of days required for an instructional faculty member, unless compensatory time or additional compensation is provided at the faculty member's daily rate of pay (pro-rated for the number of hours worked) for the additional number of days. However, the faculty member whose contractual days are so adjusted shall receive each contractual year a period of at least seven (7) consecutive weeks during which (s)he is not on duty.
- g. A faculty member shall respond to reasonable written, e-mail, or oral requests for information from the Administration within seven (7) calendar days following the request and shall attend scheduled meeting(s) to explain the information, if requested, unless the faculty member has a previously scheduled College or academic related commitment, a medical appointment, is on approved leave or is not working during the term.
- h. A faculty member shall promptly report missing, inoperative or dangerous equipment, furniture or facilities to his immediate Administrative Supervisor, the Campus President or Security. The Administration shall promptly respond insofar as possible.
- i. A faculty member shall participate with other faculty members in his discipline to address district-wide counseling-related matters.

- j. Each faculty member shall be required to participate in graduation exercises unless he has a College work schedule conflict or the faculty member is excused in advance by the Campus President.
- k. Beginning in the Spring Term of 2002, goals and their measurement for the following year will be mutually discussed and agreed to by the Supervising Dean and the counseling faculty member. Beginning in the Fall Term of 2003, the faculty self-assessment will review completion of the previous year's goals and provide documentation for the attainment of each goal.

D. INSTRUCTIONAL FACULTY MEMBERS - Temporary Full-Time Faculty (Non-Grant Funded)

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

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

1. While employed in a temporary full-time position, a temporary full-time faculty member is not eligible for tenure as provided for in Article 6.16, *Tenure*. However, provided the years of service are continuous, one year of service accrued at the College while serving as a temporary full-time faculty member shall be counted toward years of service to be eligible for tenure, when these conditions are met:
 - a. Before a temporary full-time faculty member can be hired in a full-time regular faculty position, he must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and his selection can only be made if it adheres to Article 6.18, *Selection of New Faculty*.
 - b. The faculty member is thereafter employed in a full-time regular faculty position by the College to perform the same duties and responsibilities within the same discipline as performed while in the temporary position.
2. While employed in a temporary full-time faculty position, the faculty member will not be covered by the transfer provisions specified in Article 6.6, *Vacancies/Transfers*, Sections A., B., C. and D.
3. No faculty member will be appointed in this classification for more than two consecutive academic years or major terms thereof.
4. No full-time temporary (non-grant funded) faculty member will serve more than one consecutive 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 not less than the entry level for the appropriate degree under the current collective bargaining agreement. 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 Program Manager position, except as provided in Section 8.1(F)(1).
7. No notice of non-renewal is required for a temporary full-time faculty member.
8. In case of emergency, in order to meet student demands, a full-time temporary faculty member may be hired and the advertising, screening and selection procedure will be waived. Emergency hires will be valid for one contractual year only.

E. INSTRUCTIONAL FACULTY MEMBERS – Temporary Full-Time Faculty (Grant-Funded Faculty)

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

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

1. While employed in a grant-funded position, a grant-funded faculty member is not eligible for tenure as provided for in Article 6.16, *Tenure*. However, provided the years of service are continuous, one year of service accrued at the College while serving in 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 faculty position, he must submit an application for a regular faculty appointment.
 - c. Such application must be considered with other applications for the position, and his selection can be made only if it adheres to Article 6.18, *Selection of New Faculty*.
 - d. A full-time temporary faculty member, while employed as a full-time temporary, will be paid not 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, the faculty member will not be covered by the transfer provisions specified in Article 6.6, *Vacancies/Transfers*, Sections A., B., C. and D.

F. Program Managers

1. Appointments, Duties and Responsibilities

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

2. Compensation

Compensation can be found in Article 14.5.

3. Evaluation

- a. The evaluation of a faculty member's performance as Program Manager will be under the direction of the Supervising Dean and will be based on mutually established duties as stated in Article 8.1.F.1 and the distinct from the evaluation of the faculty member's performance of his primary duties.

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- b. No bargaining unit employee other than a full-time temporary and/or grant-funded faculty member will be evaluated by the Program Manager.

- 4. College Support

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

- G. Faculty Members Accepting an Administrative Position

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

- 1. Reentry of tenured faculty currently in an Administrative Position on or after July 1, 1998.
 - a. Any tenured faculty member who is offered and accepts an administrative position on or after July 1, 1998 will be placed on Administrative Leave, removed from the faculty salary line and placed on an administrative salary line. The tenured faculty member will retain the right to return to a faculty position under this paragraph until June 30 following two full years on an administrative assignment. (July 1, 1998 through June 30, 2000 is considered two full years.) If the tenured faculty member who is on an administrative assignment does not elect to return to faculty status by giving written notice to the College President on or before February 15 immediately preceding the June 30 date set forth above, the faculty member will be considered to have voluntarily resigned as a faculty member and will therefore lose his/her continuing contract status. Nothing contained in this Agreement grants a right to any future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his/her faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby retains his/her continuing contract status is in the sole discretion of the faculty member.
 - b. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 2.a. above will be at the rate on the Board-approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

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

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

- (1) A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.6; and
 - (2) No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.2.
 - (3) If there is no open new or vacant full-time faculty position for which the employee is qualified, then the employee may be given a one-year temporary full-time faculty position and paid as specified in Article 8.1.D., renewable for two
-

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

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

By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.18. 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 faculty contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

3. Non-Faculty Re-assignments

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

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

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

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

8.2 – Instructional Faculty Load Point System

- A. Courses taught as overload by librarian and counseling faculty will be assigned points and compensated for at the instructional faculty overload pay rate. Such course time will not be considered part of their regular assigned hours for performance of library/counseling duties.
- B. Definitions

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

1. Distance Learning - Distance learning is defined as a formal educational process in which the majority of the instruction (interaction between students and instructors and among students) in a course occurs when students and instructors are not in the same place. Instruction may be synchronous and/or asynchronous. A distance learning course may employ correspondence study, or audio, video or computer technologies. Distance learning includes those courses that are prepared by faculty and non-faculty members. The instructor actively controls the amount and quantity of information which is directed to a specific objective. A Distance Learning class is typified by the consistent interaction between the instructor and the student. A Distance Learning class is typified by the amount of preparation preceding the electronic communication and by the amount of the student's on-line assignments and post-evaluation of student's work, which may include reading assignments, term papers, etcetera. This does not include the use of computers, e-mails or other electronic media as part of the instructional methodology for lecture, laboratory or clinical courses.
2. Lecture - A lecture course is one in which the number of contact hours per week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listener and/or a participant in activities/discussions conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the amount of preparation preceding the lecture and by the amount of in-class and post-evaluation of the student's out-of-class work, which usually includes reading assignments, term papers and other assignments.
3. Laboratory – A laboratory course is one in which the contact hours per week do not equal the semester hours credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant which organizes laboratory accouterments in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience. Instruction generally takes place on a one-to-one basis between the student and the instructor at the laboratory station. Laboratory

experiences may be scheduled for a class or be open to a student to work at his own pace under supervision.

4. Clinical – A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. A clinical experience has unique characteristics which include:

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;

There is an element of uncertainty in the learning situation, with discrete events are not pre-programmed;

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/worksite supervisors. A full-time faculty member supervises the students through coordination with the clinical or work supervisor and through scheduled visits to the clinic or work sites. If a course combines a clinical worksite and faculty-of-record responsibilities, the portion of the course devoted to clinical/worksite responsibilities will receive clinical/worksite points, and the remaining portion will receive faculty-of-record points.
6. Applied Music Course – A student-performance-based music course in which there is only one-to-one interaction between the instructor and the student for the duration of at least one contact hour per week.
7. Workshop Course – A workshop course involves performance or practice taking place in a workshop, theatre, or studio environment.

C. Value by Major Function

1. Distance Learning
 - a. One Distance Learning instructional credit hour equals ten (10) points.
 - b. Upon prior approval by the Vice President for Information Technology, a faculty member will be compensated five (5) points

per credit hour or by additional supplemental activity agreement and/or release time for Distance Learning course development.

2. Lecture – one (1) lecture credit hour equals ten (10) points.
3. Laboratory – one (1) laboratory contact hour per week equals eight (8) points.
4. Clinical – one (1) clinical contact hour per week equals eight (8) points.
5. Faculty of Record – one (1) faculty-of-record course credit hour equals eight (8) points. However, the maximum number of points awarded for a faculty-of-record course will not exceed forty (40) points.

Faculty-of-Record (Courses with Clinical or Work Supervisors)			
Course Credit	Max. No. Contact Hour Per Week	No. Points Per Contact Hour	Max. 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 term.
7. Workshop Course – One (1) workshop contact hour per week equals eight (8) points.

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

8.3 – Meeting Load Point Obligations

- A. An instructional faculty member on a Nine-Month Contract (the Basic Year Contract) will fulfill his/her contractual obligation to the Board by earning 300 load points or its equivalent. While the expectation is that a faculty member on a Nine-Month Contract will teach 150 load points in the Fall and Spring to meet his/her obligation, the Administration shall consider a faculty member who is

within six (6) load points either more or less during the Fall Term and six (6) load points either more or less during the Spring Term (*i.e.*, not less than 144 nor more than 156) to have fulfilled his/her contractual obligation for the respective term. Extra compensation for all overloads is also subject to the overload compensation requirements of Section 8.4(E).

- B. A faculty member on a College Year Contract must earn 150 load points or its equivalent in the Fall and Spring Terms and 120 load points or its equivalent during the Summer. While the expectation is that a faculty member on a College Year Contract will teach 150 load points in the Fall and Spring and 120 load points during the Summer, which may be split into two terms, the Administration shall consider a College Year Contract faculty member who is within 6 load points either more or less during the Fall and Spring Terms (not less than 144 nor more than 156 load points) and who is within 6 load points for the Summer (not less than 114 nor more than 126) to have fulfilled his/her contractual obligation.
- C. A full-time instructional faculty member who is offered and accepts a Twelve-Month Contract will perform the tasks assigned and will be compensated as set forth in Section 2.8(D).

8.4 – Instructional Faculty Overloads

- A. The Basic Year Contract requires the faculty member to teach 150 load points in the Fall and Spring Terms. If a faculty member chooses to teach overloads as provided by the Contract, the faculty member will be compensated for overloads as provided in Article 14.
- B. To request an overload, a full-time instructional faculty member will submit a written request for an overload to his immediate Administrative Supervisor prior to the first instructional day of the term. If the need arises, the Administration may request overload hours to meet the needs of the College.
- C. A tenured faculty member on a Basic Year Contract who teaches 150 load points in the Fall Term and 150 load points in the Spring Term may request an overload in each of the respective terms. If overloads are available within the discipline, a faculty member rated “Satisfactory” on his/her evaluation will be granted an overload of up to 60 load points by the immediate Administrative Supervisor. Faculty members rated “Acceptable but needs some improvement” may be permitted to teach an overload; the 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 60 overload points.

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

supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member's immediate Administrative Supervisor.

- D.
1. During the summer, a tenured faculty member rated "Satisfactory" on his/her evaluation will have first preference for up to 180 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 term, the preference for overload points for tenured faculty shall be determined based on the specific term length. The maximum load points shall be equivalent to 20 points per week. For example, if a faculty member teaches a six (6) week term, the maximum load points shall be 120 (20 points x 6 weeks), which is the equivalent of four, three hour courses.
 2. Faculty members rated "Acceptable but needs some improvement" may be permitted to teach overloads in the summer. The decisions as to whether they are eligible to teach an overload in the summer and, if eligible, the number of overload points that can be taught are within the discretion of the immediate Administrative Supervisor. If such an overload is granted, it will not exceed 30 overload points.
 3. Overload assignments within a discipline shall be distributed equitably by the immediate Administrative Supervisor among faculty with a "Satisfactory" evaluation who request an overload. Faculty members with a satisfactory rating will receive preference over those with an "Acceptable but needs some improvement" rating.
 - a. A tenured full-time faculty member rated satisfactory shall have priority for 60 load points over all part-time faculty on all campuses for an overload assignment during the Fall and Spring Terms and 180 overload points/adjunct during the Summer session, which will be compensated at the overload rate.
 - b. A tenured full-time instructional faculty member rated satisfactory shall have priority to teach an overload in his own regularly assigned area(s) of instruction and/or discipline over a full-time faculty member outside that area.
 - c. All overloads and adjunct assignments taught will be covered by sick leave as specified in Article 12.1, *Sick Leave*, of this Agreement.
 4. Except as otherwise provided for Health Science faculty, faculty members will be compensated for all load points during the Summer at the overload rate, provided the faculty member has met the 300 load point obligation to the Board as described in Section 8.3 above.

- E. College Year contractual faculty members who are (1) rated “Satisfactory” and (2) those rated “Acceptable but needs some improvement” who are permitted by immediate Administrative Supervisors to teach overloads, will be compensated for all such overloads in the term in which they are taught at the overload rate.
- F. Non-tenured faculty members who are rated “Satisfactory” will, after their first “Satisfactory” evaluation, be permitted to teach 30 overload points in the Fall and Spring Terms and 60 overload points during the summer.

8.5 – Librarian/Counselor Instructional Overload

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

8.6 – Adjunct Instructional Duties

A tenured full-time instructional faculty member who is completing or has completed his Basic Year contractual obligations prior to or during the Summer Term may also request to teach an adjunct teaching assignment within his/her discipline during the Summer. To be eligible, the faculty member must be rated as set forth in Section 8.4(B) above. If the sections are available, a faculty member rated “Satisfactory” requesting an adjunct teaching assignment will be assigned up to ninety (90) load points at the established overload rate per Summer I and Summer II session. Beginning the 2002-2003 academic year, if the College calendar does not include a Summer I and Summer II session, faculty members who otherwise qualify under this Section and Section 8.4 will be assigned up to 180 load points during the Summer at the established overload rate. If assigned, the following criteria shall apply to adjunct instructional duties:

- A. A tenured full-time instructional faculty member rated satisfactory will have priority for adjunct instructional duties of up to 90 load points over part-time faculty at all campuses (180 load points beginning 2002-2003 if the College calendar does not provide for the Summer I and II sessions).
- B. To request a Summer adjunct teaching assignment, a tenured faculty member rated “Satisfactory” or “Acceptable but needs some improvement” will submit a written request for an adjunct teaching assignment to his/her immediate Administrative Supervisor at least six (6) weeks prior to the beginning of the term when the faculty member is eligible for an adjunct teaching assignment. At the discretion of the immediate Administrative Supervisor, the six (6) weeks’ notice can be waived.

- C. A faculty member may use accrued sick leave for an adjunct course(s). However, an adjunct assignment will not generate sick leave, except as provided for full-time faculty in Article 12.1 (K).
- D. A faculty member who takes an approved leave without pay during an adjunct teaching assignment will have his adjunct salary reduced by that proportion of the instructional time missed. Such approved leave may be granted only if the faculty member has used all of his accrued sick/personal leave.
- E. A librarian or counselor will be subject to the same provisions for teaching adjunct load points as an instructional faculty member.
- F. Non-tenured faculty members will be subject to the same provisions for teaching adjunct loads as any other instructional faculty member, except as provided in Paragraph J of Section 8.4 above.
- G. Compensation for adjunct load points shall be at the established overload rate in accordance with Article 14 of this Agreement.
- H. A full-time faculty member teaching adjunct assignments will be available for student consultations one (1) hour per week for each 30 overload points or major portion thereof.

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

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

8.8 – Substitute Teaching

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

8.9 – Class Observations

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

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

8.10 – Lounge Facilities

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

8.11 – Parking

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

8.12 – Telephone

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

8.13 – Safe Working Conditions

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

- A. A faculty member shall immediately report hazardous or unsafe working conditions to his immediate Administrative Supervisor or the Campus President.
- B. The Administration acknowledges its statutory duty to make every reasonable effort to provide a safe and healthy 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. A faculty member shall wear all requisite protective wear in the performance of laboratory and clinical duties and shall also inform students of the requirements to

wear all protective wear requisite to the laboratory or clinical circumstances. The faculty member shall be responsible for the reasonable care and usage of protective clothing and equipment.

- E. The College will endeavor to maintain plant facilities which are free from hazard or other conditions which promote ill health.

8.14 – Travel Expenses

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

8.15 – Assault, Battery or Threats of Injury

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

8.16 – Class Disruption

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

8.17 – Duplication Facilities

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

8.18 – Office Assignment

The Administration shall provide each faculty member with a lockable office, with no more than two faculty members assigned to the same office. Each faculty member shall have a computer with internet access, unless the faculty member advises the Supervising Dean in writing that he/she does not want a computer, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair.

8.19 – Grading System

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

8.20 – Class Scheduling

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

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

- G. In making assignments for a full-time faculty member's regular load, the Administration acknowledges that the full-time faculty member has priority for class schedules in his own regular load over part-time faculty and over full-time faculty overload assignments within the same discipline at any campus. In order to fulfill Basic Year Contract obligations, an instructional faculty member will not be required to teach both Summer Terms, or in excess of seven (7) weeks in Summer Term(s), unless waived by the faculty member. Beginning when the Basic Year Contract requires 300 inload points, a faculty member will not be required to teach during the Summer in order to fulfill Basic Year (Nine-Month) Contract obligations.
- H. When it is necessary to make multi-campus assignments, assignments requiring more than three different preparations, or assignments of courses not previously taught, the Administration shall make such assignments on an equitable basis.
- I. When a faculty member volunteers or is asked to teach a credit or non-credit class(es) to be offered under a contract developed by the College's Economic Development Division for a business or industry client, the faculty member selected to teach the course by the Executive Director of Economic Development must be approved by his/her dean, the Campus President, and the client.
- When a faculty member is selected to teach a credit course for the Economic Development Division, the course may be used for in-load or overload. When an Economic Development credit course is taught as an overload, the regular overload rates will apply.
- When a faculty member is selected by the Executive Director of Economic Development to teach an Economic Development non-credit course, the faculty member will be offered a supplemental activity contract and will be paid at a mutually agreed upon rate.

8.21 – Graduation

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

8.22 – Salary Checks

- A. Upon request, the College will endeavor to mail salary checks to the faculty member's bank or home. If no such request is made, salary checks will be sent to the faculty member's campus. The faculty member shall receive his annual contract pay in twenty-six (26) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year, or at the faculty member's option, he may elect to receive his annual contract pay in twenty-two (22) equal biweekly installments beginning

with the pay period/pay date immediately following the last pay period of the previous contract year by submitting to his supervisor the Faculty Pay Option form on the last day of the Spring Term each year.

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

8.23 – Class Location Adjustments

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

8.24 – Textbook Selection

Textbooks for those courses for which there are two (2) or more sections on a campus are selected for a minimum of two (2) years by a campus committee as specified in Article 6.2, *Academic Freedom*, except as provided in paragraphs A through E below.

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

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

- A. Custom Texts

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

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

- B. Off-Campus Sites

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

C. Special Approved Texts

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

D. Consumable (Workbook) Texts

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

E. Texts for Distance Learning

1. If the College purchases a cluster-approved Distance Learning course offering package in which the text is an integral part of the total program, the faculty member will be required to use the text provided.
2. If the College purchases a cluster-approved Distance Learning course in which a text is not an integral part, the faculty member shall have the right to choose the text used, to the extent consistent with Article 6.2(B).
3. If a faculty member creates the course, the faculty member shall have the right to choose the text used, to the extent consistent with Article 6.2(B).

8.25 – Supplies

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

8.26 – Union Representation

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

8.27 – Electronic Mail (E-Mail)

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