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
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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.
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.
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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.
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.
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.