




October 22, 2018

## MEMORANDUM

**TO:** District Board of Trustees  
**FROM:** Jim Murdaugh, President   
**SUBJECT:** Collective Bargaining Agreement

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### Item Description

This is the first Collective Bargaining Agreement (CBA) between Tallahassee Community College and the United Faculty of Florida (UFF)-TCC chapter.

### Overview and Background

The full-time faculty, counselors and librarians of TCC voted to unionize on August 4, 2016. TCC and the UFF began contract negotiations in September 2016. After negotiating for a year, the College declared an impasse in negotiations on September 15, 2017. On February 28, 2018, a Special Magistrate conducted a two-day impasse hearing, and recommendations were rendered on July 23, 2018. The College submitted a recommendation to resolve the dispute on August 14, 2018, and the UFF-TCC chapter approved the tentative agreement on September 13, 2018.

### Past Actions by the Board

none applicable

### Funding/Financial Implications

Funding from Fund 1, the current unrestricted fund, to include a 2% raise for members of the bargaining unit immediately upon District Board of Trustees ratification of this agreement.

### Staff Resource

Feleccia Moore-Davis, Barbara Wills

### Recommended Action

Request the TCC District Board of Trustees ratify the Collective Bargaining Agreement between the UFF and TCC.

**TALLAHASSEE COMMUNITY COLLEGE**

**and**

**UNITED FACULTY OF FLORIDA**

**2018-2019**

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## **ARTICLE 1**

### **RECOGNITION**

The United Faculty of Florida (Union or UFF) is the sole and exclusive bargaining agent for all employees included in the bargaining unit certified in Case No. RC-2016-012 by the Florida Public Employees Relations Commission, Certification No. 1893. The term “Faculty,” “Faculty member,” “teaching Faculty,” “non-teaching Faculty,” “Librarians,” or “Counselors” shall apply only to those employees represented by the Union, whether member or non-member.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

1. The College and the Union agree not to discriminate against any employee covered by this Agreement because of any legally protected classification, including age, sex, marital status, race, color, ethnicity, pregnancy, veterans status, national origin, religious affiliation, disability, sexual orientation, gender identity, or genetic information.
2. The parties agree not to interfere with the rights of employees to become members of the Union, to refrain from becoming members of the Union, or to terminate their membership in the Union and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non-membership in the Union.

## **ARTICLE 3**

### **CIVILITY AND PROFESSIONAL BEHAVIOR**

All members of the College community should be able to work and learn a safe and mutually respectful workplace and learning environment. Every person has a right to freedom of expression, but the College shall maintain, to the extent possible and reasonable, a mutually respectful environment. Members of the Faculty will treat each other, staff, administrators, Trustees, students, guests and members of the public with respect and expect the same in return.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

1. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are not limited to, the right to:
  - A. determine the purpose, mission, objectives, and policies of the College;
  - B. determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College's programs;
  - C. administer the personnel system of the College;
  - D. direct, supervise, schedule and assign the workforce;
  - E. transfer an operation or any part thereof from one area of the campus to another or from one campus or site to another;
  - F. maintain the discipline and efficiency of the Faculty and operation of the College;
  - G. determine the programs and courses of instruction;
  - H. determine the College's grading system;
  - I. select employees for hire;
  - J. determine staffing requirements;
  - K. determine the duties required by employees;
  - L. transfer, lay off, and recall employees;
  - M. determine the nature and extent of services that are to be performed;
  - N. regulate the use of College equipment and facilities;
  - O. make and enforce work rules;
  - P. create or discontinue programs;



- Q. establish and modify or eliminate employees' duties;
  - R. determine staffing levels and patterns, including the size and composition of the work force;
  - S. determine whether and to what extent work shall be performed by employees in this bargaining unit and to change such determinations;
  - T. determine the nature and scope of College operations and services and how the same will be conducted, including whether and when to subcontract all or part of bargaining unit work or functions and to enter into contracts with private vendors or providers for any service;
  - U. budget and determine allocation of funds and resources;
  - V. schedule classes and establish class size;
  - W. in an emergency, take any and all actions the College, in its sole discretion, deems necessary or advisable under the circumstances; and,
  - X. take such measures as management may consider to be necessary to the orderly, efficient and economical operation of the College; to take whatever actions may be necessary or appropriate to carry out the mission of the College; and to have complete authority to exercise those rights and powers incidental to each of the rights reserved to management, including the right to alter or vary past practices as the College may determine to be necessary.
2. Except as limited or modified by the express written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the Union.
  3. The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses.
  4. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.
  5. Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to bargain over mandatory subjects of bargaining or the impact of changes brought about by the exercise of management rights.

## ARTICLE 5

### UNION RIGHTS

1. **Use of Facilities.** The Tallahassee Community College (TCC) Chapter of the United Faculty of Florida (UFF) (TCC/UFF) shall have the right to use College facilities on the same basis as other groups in the community.
2. **Dues Deductions.** The College and UFF hereby agree to the deduction and remittance of UFF membership dues and uniform assessments.
  - A. **Procedure.** During the term of this Agreement, the College agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form.
    - i. **Commencement of Deduction.** Deductions shall be made beginning with the first full pay period following receipt by the College Human Resources Office of a valid check-off authorization form.
    - ii. **Notice of Changes.** UFF shall give written notice to the College of any changes in its dues or uniform assessments at least forty-five (45) calendar days prior the effective date of any such change.
    - iii. **Remittance.** The dues and uniform assessments deducted, if any, shall be remitted by the College to the UFF within thirty (30) calendar days following the end of the pay date.
    - iv. **Termination of Deduction.** The College's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either, (1) thirty (30) calendar days following receipt by the Human Resources Office of a written notification from the employee revoking that employee's authorization of deductions, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The College will provide notice to the Union of any written notification revoking an employee's authorization of deductions within seven (7) days of when it is received by the College.
    - v. The College shall not deduct any UFF fines, penalties, or special assessments from the pay of any employee.
    - vi. **Insufficient Pay.** In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it shall be the responsibility of

the Union to collect its dues for that pay period directly from the employee.

- B. **UFF Responsibilities.** UFF assumes responsibility for all monies deducted under this Agreement and remitted to UFF. UFF shall promptly refund to the College excess monies received under this Agreement.
3. **Access to Information.** The College agrees to make available to the Union records of the College if requested and permitted pursuant to the provisions of Chapter 119, Florida Statutes. At the request of the Union, the College shall provide the Union with a list of all members of the bargaining unit, and each one's home address (unless exempt under Chapter 119), department in which they work, title, annual salary, email address, and telephone number. Once per month, the College shall provide the Union with the UFF-TCC payroll deduction report. All requests for information shall be responded to in accordance with the College's procedure for public records requests.
4. **Access to Bulletin Boards.** The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.
5. **Access to College Mail Services.** The Union shall have the right to use the College mail and email service, including Faculty mail boxes, for UFF/TCC communications to employees, provided that the documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College's normal mail and email services operation will first be performed in cases where an overload occurs as a result of UFF/TCC mail use requests. The Union agrees to comply with all established rules and procedures for the use of these systems.

## **ARTICLE 6**

### **SENIORITY**

Seniority for a Faculty member shall be based on the following order: rank, years in rank, and date of hire at the College as a full-time Faculty member. Time spent on paid leaves of absence shall for all purposes be counted in computing a Faculty member's seniority. Time spent on unpaid leaves of absence and layoff shall not be counted in computing seniority. Time spent outside the bargaining unit shall not be counted in computing seniority.

## **ARTICLE 7**

### **STRIKES**

1. The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by bargaining unit members covered by this Agreement, while this Agreement is in effect.
2. Any bargaining unit member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work shall be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.
3. Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or from continuing to work, or has the effect of preventing or restraining any students, visitors, or others from ingress and egress to College facilities or sites or otherwise impede the mobility of students, visitors, or others to or on any College facility or site. This definition shall not apply to lawful informational picketing. The parties recognize the right of Faculty to engage in informational picketing and other concerted activity that does not impede the rights of others or unlawfully interfere with the College's operations.
4. The College agrees not to lockout bargaining unit employees for the duration of this Agreement.

## **ARTICLE 8**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances. Grievances are defined as differences involving the application or interpretation of this Agreement. The grievance procedure is not available for settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement.
2. The grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract, or to dispute a decision by the College not to award a continuing contract.
3. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by the College within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she may, within ten (10) working days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to the Dean or Director, with a copy provided to Human Resources. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Dean or Director shall, within fourteen (14) working days after presentation of the grievance, render his/her decision on the grievance in writing to the grievant and the Union.

Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the grievant shall have the right to appeal the Step 1 decision to the Vice President for Academic Affairs/Provost or his/her designee within ten (10) working days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance,

and the written decision of the Dean or Director, if provided, together with a signed request from the grievant requesting that the Step 1 decision be reversed or modified. The Vice President for Academic Affairs/Provost or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The Vice President for Academic Affairs/Provost or his/her designee shall, within fourteen (14) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance in writing to the grievant and the Union.

Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the grievant shall have the right to appeal the Step 2 decision to the President or his/her designee within ten (10) working days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Vice President for Academic Affairs/Provost, together with a request signed by the grievant or their representative requesting that the Step 2 decision be reversed or modified. The President or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The President or his/her designee shall, within twenty-one (21) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision in writing to the grievant and the Union.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Union and the College, such grievance shall be presented in writing directly to the Vice President for Academic Affairs/Provost within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be in writing and shall be signed by the grievant or by the Union representative. The written grievance shall contain the detailed information set forth in Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this Agreement.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the grievant may request that the grievance be submitted to arbitration within fourteen (14) working days after the President renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the American Arbitration Association to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. Each party may reject two (2) panels.

6. Any grievance filed without the assistance of the Union may proceed to Step 3, however, only the Union shall have the authority to authorize that a grievance proceed to arbitration. Such authorization must be in writing to the College. Nothing in this Article shall require the Union to process grievances for bargaining unit members who are not members of the Union.
7. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities. Time spent in such activities shall be outside regular working hours and shall not be counted as time worked.
8. The College and the Union (or a grievant who is not a member of the Union but who is allowed by the Union to proceed to arbitration) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable state and federal laws. The arbitrator shall have no power to change any policy or rule of the College.
9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted. The standard of proof in all cases will be by a preponderance of the evidence.
10. An arbitrator's award may or may not be retroactive as the equities of each case may demand.
11. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) working days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).
12. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and



expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

13. Except to the extent that such award is contrary to law or the provisions of this Agreement, the arbitrator's award shall be final and binding on the parties. Either party may, however, seek review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida Statutes.
14. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances before the issuance of an arbitration award shall not constitute a precedent or an admission that this Agreement has been violated.
15. If an annual contract Faculty member is terminated or suspended without pay during the term of an annual contract, the Faculty member may grieve pursuant to this Article.
16. If a continuing contract Faculty member is terminated, suspended without pay or returned to annual contract, the Faculty member may choose to proceed to arbitration pursuant to this Article or to appeal the decision under Chapter 120, Florida Statutes. The election of the Chapter 120 procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension or termination under this Article. If the Faculty member chooses to process the actions identified in this paragraph under this Article, the Faculty member's choice will be considered an election of remedies and an appeal cannot be processed under Chapter 120, Florida Statutes. Consistent with paragraph 2 above, no Faculty member may use this grievance procedure or procedure under Chapter 120, Florida Statutes, to dispute a decision by the College not to renew an annual contract, or to dispute a decision by the College not to award a continuing contract.

## **ARTICLE 9**

### **BOARD POLICIES AND RULES**

Except as otherwise and expressly agreed herein, if a conflict exists between this Agreement and a Board rule or policy, this Agreement shall prevail. If the Agreement is silent, Board rule or policy shall prevail.

## **ARTICLE 10**

### **ACADEMIC FREEDOM**

In recognition of the principles of academic freedom, the parties affirm that the Faculty members shall be free of arbitrary limitations on the study, investigation, presentation, or interpretation of facts and ideas as a member of the academic community. Faculty are entitled to freedom in research and in the publication of results, subject to satisfactory performance of their other academic duties. Faculty are entitled to freedom in the classroom in discussion of their subject, but they should be careful not to introduce into their teaching controversial matters that have no relation to their subject. Faculty are citizens, members of a learned profession and representatives of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational representatives they should remember the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate they are not speaking for the institution. Faculty members are entitled to the rights guaranteed under the First Amendment to the Constitution of the United States.

## ARTICLE 11

### APPOINTMENT, CONTRACTS AND TERMINATION

1. **Appointment and Orientation.**

- A. All Faculty, Librarian and Counselor vacancies shall be filled through a competitive process. The Vice President for Academic Affairs/Provost, in consultation with Human Resources, is the appropriate administrative authority in compliance with SACSCOC criteria and College policy and shall establish minimum criteria for Faculty positions. The Vice President for Academic Affairs/Provost will maintain a written procedure, approved by the President, for the hiring process, which may be changed at the discretion of the College.
- B. New Faculty shall be required to attend a paid orientation prior to the beginning of their first Fall contract. Annual contract Faculty shall participate in a seminar series for up to thirty (30) hours per semester for each year they are on annual contract. The topics of the seminar series are at the discretion of the College.

2. **Temporary Appointments.** The President may recommend to the Board of Trustees a temporary Faculty position not eligible for continuing contract. Faculty awarded these positions may be awarded multiple year contracts up to three (3) years, annual contracts or contracts for less than one (1) year. A temporary Faculty position may be rescinded at any time. The President may recommend to the Board of Trustees a temporary Librarian or Counselor position for any period of time up to three (3) years.

3. **Annual and Continuing Contracts.** Established Faculty, Librarian and Counselor positions filled as a result of a competitive hiring process shall be eligible for continuing contract. All initial full-time appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, expiration date, and salary and whether the appointment is eligible or not for continuing contract. All initial full-time appointments shall be annual contracts, unless it is a temporary appointment.

- A. Individuals on an “annual contract” may have their contract renewed by the Board of Trustees upon recommendation by the President no later than June 1<sup>st</sup> preceding the academic year for which the contract is to be effective. There is no expectation of reemployment upon the expiration of an annual contract. The President may determine not to renew an annual contract for any reason. An individual whose annual contract is not being renewed shall receive notice of non-renewal by June 1<sup>st</sup>. Non-renewal of an annual contract cannot be challenged through the grievance or termination procedures provided by this Agreement.

- B. A “continuing contract” is a contract between the College and a Faculty member, Librarian or Counselor which entitles the individual to continue in his or her respective full-time position at the College without the necessity for annual nomination. To be eligible for a continuing contract, the individual must serve a probationary period of five (5) full years at the College during a period not in excess of seven (7) total years. In all cases, such service shall be continuous except for leave duly authorized and granted.
- C. The probationary period may be extended beyond five (5) years but not in excess of seven (7) years total upon the recommendation of the President and approval of the Board of Trustees. The extension of the probationary period beyond five (5) years is not subject to challenge through the grievance procedures. The contract of an individual who is not awarded a continuing contract by the completion of seven (7) years shall not be renewed. The decision to not award a continuing contract cannot be challenged through the grievance or termination procedures provided by this Agreement.
- D. Continuing contract may be recommended to the Board of Trustees by the President for individuals who have received satisfactory ratings on their performance evaluations during the probationary period. Continuing contracts are effective at the beginning of an academic year only.
- E. The following criteria are integral in considering an individual for continuing contract and in the review of their post-award performance. While the following criteria must be satisfied to be considered for the initial award of a continuing contract, the same criteria shall also be used to consider the return of an individual with continuing contract to annual contract.
  - i. Effectiveness in the performance of their duties which include:
    - (a) Engaging in activities for the benefit of the College, including, but not limited to: teaching, student consultation, advising, preparation for teaching, and committee work (e.g., standing committees, councils, ad hoc committees, and department meetings);
    - (b) Meeting his/her in-load teaching requirement or equivalent;
    - (c) Completing all obligations within established timelines;
    - (d) Being prompt and regular in attendance at classes, office hours, department meetings, and College-wide meetings; and,
    - (e) Fulfilling work responsibilities and other responsibilities as stated in this Agreement.

- ii. Continuing professional development.
- iii. Currency in and scope of their discipline area knowledge shall be an integral component of continuing contract consideration and may be demonstrated by pursuing coursework, training and/or equivalent educational activities (e.g., professional conference attendance).
- iv. Feedback from Faculty and students, student opinion surveys, data received from self-evaluation, and classroom visitation by the Dean/Director.
- v. Employer feedback for all A.S., B.A.S, B.S. and certificate programs, to enhance instruction and to effectuate curriculum change.
- vi. Service to the department/division and College as an active participant in the academic planning process, which includes but is not limited to curriculum development and revision; program review and assessment; establishment of program accreditation; and other activities that support student success and academic progression.
- vii. Assessments of student learning in order to guide course, programmatic and instructional Faculty effectiveness.
- viii. Service to the community.
- ix. Adherence to professional standards of conduct as outlined in Article 27, Discipline, and College policy.
- x. Student success which includes the following:
  - (a) Student retention, and progression to include success in subsequent course(s);
  - (b) Student completion and successful matriculation to a College or University or job placement in a position relevant to degree earned;
  - (c) Responsiveness to students' academic needs both in and out of the classroom;
  - (d) Use of student engagement strategies in class;
  - (e) Providing prompt feedback to students which includes but is not limited to return of examinations and papers within one week, frequent graded assignments to assist students in monitoring progress, concrete and constructive feedback and class discussion of results of assignments and examinations;

- (f) Providing adequate time on task which includes but is not limited to having set due dates for assignments, make-up requirements, time management skill discussions, weekly reading schedules and realistic expectations with relevant assignments;
  - (g) Using the master syllabi as a minimum standard, providing clear course expectations, explanations of consequences for not completing work, and expectations of student participation and success;
  - (h) Referrals to student support services when appropriate including, but not limited to the Learning Commons or virtual support services;
  - (i) Students meeting the program and student learning outcomes; and
  - (j) Employing diverse teaching methods to accommodate various student learning styles and various levels of academic preparation.
- F. Consideration for continuing contract is initiated by the individual who shall provide to their Dean/Director a professional portfolio containing a factual description of the Faculty member's teaching, curriculum, service and professional development strengths and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed by College Policy. The Dean/Director shall consider all of the evaluation materials and make a written recommendation to the Vice President of Academic Affairs/Provost regarding whether the individual should be considered for continuing contract and state the reasons for the recommendation. The Vice President of Academic Affairs/Provost shall make a written recommendation to the President.
- G. If the Dean/Director fails to recommend the individual for continuing contract, the individual may appeal to the Vice President of Academic Affairs/Provost. If the Vice President of Academic Affairs/Provost agrees with the Dean, the individual may appeal to the President. The decision of the President is final and cannot be challenged through the grievance and arbitration process or termination procedures provided by this Agreement.
- H. If the Dean recommends the individual for continuing contract, but the Vice President of Academic Affairs/Provost disagrees with the Dean's recommendation, the President shall review the decision. The decision of the President is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.
- I. If the President concurs with the Vice President of Academic Affairs/Provost's recommendation that the individual be awarded a continuing contract, the President shall recommend this action to the Board of Trustees. The decision of

the Board of Trustees is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.

- J. Individuals on continuing contract shall have a bi-annual performance evaluation. They shall submit a post-award professional portfolio every five (5) years that shall be reviewed by the supervising Dean/Director. The purpose of the post-award professional portfolio is to demonstrate continued achievement of the standards set for the initial award of continuing contract (subsection E. above) and to demonstrate continual growth and development in the Faculty member's discipline area.

- 4. **Dismissal of an Individual During the Term of an Annual Contract, Dismissal of an Individual with a Continuing Contract or Return of an Individual with Continuing Contract to an Annual Contract.** Upon recommendation by the President, the Board of Trustees may dismiss or return to annual contract an individual on continuing contract for failure to meet post-award performance criteria or for cause. Upon recommendation by the President, the Board of Trustees may dismiss an annual contract individual during the term of the contract for cause.

- A. The President shall notify the individual in writing of the recommendation for dismissal or return to annual contract and the reasons for the recommendation. Upon approval of the recommendation by the Board of Trustees, the employee shall have the right to appeal the decision pursuant to the provisions of paragraphs 16 or 17 of Article 8 Grievance and Arbitration Procedure, as appropriate.

- 5. **Dismissal of an Individual due to Consolidation, Reduction or Elimination of a Program.** Upon recommendation by the President, the Board of Trustees may terminate a full-time employee on continuing contract should there be a consolidation, reduction or elimination of the College's programs. The decision of the Board of Trustees as to a consolidation, reduction or elimination of a program shall be final and cannot be challenged through the grievance and arbitration procedure. Article 28 regarding Reduction in Force will apply and any alleged violations of Article 28 can be challenged through the grievance and arbitration procedure.

- 6. **Administrators Holding Continuing Contracts as Faculty Members.** Faculty members who hold continuing contracts at the College and accept an appointment to an Administrator position shall be placed on leave-of-absence status from their continuing contract for a period not to exceed five (5) years. After the five (5) year period has expired, the leave-of-absence status from continuing contract shall expire. During the five (5) year period, such persons may revert to their continuing contract status if they are otherwise eligible in the event that they are not reappointed to their administrative position or if they opt not to accept such appointment. If they revert to their continuing contract status, they will be considered for assignments for which they are qualified in the same manner as all other continuing contract Faculty in their discipline. If no position



exists, the Faculty member's position could be eliminated pursuant to section 6 of this Article or Article 28, Reduction in Force. Dismissal from an Administrator position for cause would constitute a reason for not being eligible to return to a Faculty position. Dismissal from an Administrator position does not invoke any of the hearing processes set forth in section 5 of this Article or the grievance procedure set forth in this Agreement.

## **ARTICLE 12**

### **PROFESSIONAL RANK**

1. Faculty shall hold the ranks of Instructor, Assistant Professor, Associate Professor or Professor. This Article shall not apply to Counselors.
2. Higher rank shall be awarded in order to recognize a Faculty member's scholarship, service and effectiveness as a teacher. Higher rank is an honor bestowed upon deserving Faculty for performance and service.
3. The following is the minimum criteria that must be met in order for a Faculty member to be eligible for consideration for higher rank. Following the initial ranking, the Faculty member must serve a minimum of three (3) years in that rank before becoming eligible for the next higher rank and must meet the minimum criteria for the higher ranking. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.
  - A. Instructor: Faculty member who has a minimum of an Associate's degree from an accredited institution, with up to three (3) years' professional and/or teaching experience in the field of specialization or the equivalent qualifications.
  - B. Assistant Professor: Faculty member who is on annual contract and who has earned a minimum of a Master's degree from an accredited institution, with satisfactory performance, and a minimum of three (3) years' full-time professional and/or teaching experience in the field of specialization or the equivalent qualifications. All prior evaluations from TCC must be the equivalent of satisfactory or better or meets requirements.
  - C. Associate Professor: Faculty member who is on an annual contract or continuing contract who has earned a minimum of a Master's degree from an accredited institution, and a minimum of three (3) years' full-time professional and/or teaching experience in the field of specialization or the equivalent qualifications, plus a minimum of two (2) years' full-time teaching experience at TCC. All prior evaluations from TCC must be the equivalent of satisfactory or better or meets requirements.
  - D. Professor: Faculty member who is on a continuing contract and who has earned a minimum of a Master's or Doctorate from an accredited institution, a minimum of five (5) years' full-time teaching and/or professional experience in the field of specialization, and/or a minimum of five (5) years' full-time teaching experience at TCC. All prior evaluations from TCC must be the equivalent of satisfactory or

better or meets requirements.

4. The following is the minimum criteria that must be met in order for a Librarian to be eligible for consideration for higher rank. Following the initial ranking, the Librarian must serve a minimum of three (3) years in that rank before becoming eligible for the next higher rank and must meet the minimum criteria for the higher ranking. Work experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Work experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.
  - A. Generalist: Librarian who has earned a minimum of a Master's degree from an accredited institution, with up to three (3) years' of work experience as a Librarian or relevant experience as a paraprofessional or related experience in another profession.
  - B. Assistant Librarian: Librarian who has earned a minimum of a Master's degree from an accredited institution, with satisfactory performance, and a minimum of three (3) years' full-time work experience as a Librarian. All prior evaluations from TCC must be the equivalent of satisfactory or better or meets requirements.
  - C. Associate Librarian: Librarian who has earned a minimum of a Master's degree from an accredited institution, and a minimum of three (3) years' full-time work experience as a Librarian, plus a minimum of two (2) years' full-time work experience at TCC as an Assistant Librarian. All prior evaluations from TCC must be the equivalent of satisfactory or better or meets requirements.
  - D. Librarian: Librarian who has earned a minimum of a Master's or Doctorate from an accredited institution, a minimum of five (5) years' full-time work experience as a Librarian, and/or a minimum of five (5) years' full-time work experience at TCC as an Associate Librarian. All prior evaluations from TCC must be the equivalent of satisfactory or better or meets requirements.
5. To be considered for higher rank, a Faculty member or Librarian must submit to their Dean or supervising Administrator a request along with their professional portfolio. The deadline for filing is December 1<sup>st</sup> for consideration for the following academic year.
6. The request shall be reviewed by the Human Resources Department to insure that the minimum qualifications for the rank applied for by the Faculty member or Librarian have been met.
7. Individuals who are Faculty at the inception of this Agreement who believe they are ranked incorrectly may submit a request to the Human Resources Department for review of their rank. Upon verification, the Faculty member's rank will be adjusted to the appropriate rank.

## ARTICLE 13

### WORK RESPONSIBILITIES

1. **Standard Teaching Load.** A standard teaching load is an assignment for a teaching Faculty member to be in an assigned space, for an assigned cumulative amount of time, which will satisfy the Faculty member's contractual obligations. A standard teaching load may include evening assignments, online/hybrid course(s) and/or an independent study course(s). Where the needs of the program permit, the College shall limit evening and weekend assignments to one (1) section per week. However, this clause shall not prevent a Faculty member from accepting additional evening and/or weekend assignments.

In Fall and Spring semesters, each full-time Faculty member shall teach a minimum of fifteen (15) to eighteen (18) contact hours per week per semester, dependent on discipline, concurrent with a nine-month contractual status (Florida Statutes, § 1012.82). Each Faculty member shall normally work a nine-month contract, not to exceed 169 duty days during the Fall and Spring semesters (excluding state approved holidays). This is the standard Faculty contract length.

In some cases, Faculty members may be offered an extended contract with a length of two and one-half (2 ½) terms (consisting of Fall and Spring semesters and a minimum of one (1) Summer session), which will not exceed 205 duty days. An extended contract may be offered at the option of the College and accepted at the discretion of the Faculty member. Faculty members accepting an extended contract shall teach a minimum of fifteen (15) to eighteen (18) contact hours per week during the Fall and Spring semesters and six (6) to eight (8) contact hours during the Summer semester, depending on discipline. Faculty have some discretion to the session in which they teach during Summer semester consistent with the needs of the program and institution. The determination of duty days shall be made by the Vice President of Academic Affairs/Provost. The Dean shall ensure compliance and consult with the Faculty member to support the needs of the program and/or discipline.

Faculty in specific health-related programs and other academic programs which require the duties and responsibilities of full-time Faculty members may receive an extended contract if their work assignment is expected to exceed 169 days.

Faculty have non-teaching duty days that are included in their contract and are identified on the Academic Calendar. Faculty who cannot be available for these non-teaching duty days must submit a leave request form to the appropriate Dean or Director. Faculty will hold office hours and must be present to perform other non-teaching, instructional duties including, but not limited to, advising students, attending to professional development activities, or participating in other departmental or College activities, even if classes are not held.

The standard contract for Librarians is twelve (12) months.

The standard contract for Counselors is twelve (12) months.

2. **Work Reassignments.** Reassignment is the temporary freeing of a Faculty member from teaching workload responsibilities to accomplish specific duties as required by the College. Reassignments are created and granted at the discretion of the College.

The College may initiate reassignment for a specified beginning and end time, for a clearly defined purpose and to accomplish measurable outcomes. The purposes for reassignment include:

- A. Undertaking duties that are beyond the scope of Faculty's regular work responsibilities; and,
- B. Doing work which is necessary to advance the larger goals and mission of the College which will not otherwise be accomplished through existing personnel working under current job descriptions.

Faculty are under no obligation to accept these assignments.

The College will also grant reassignment for the positions of Program Chair and Lead Faculty to provide Faculty leadership of programs and/or departments within academic divisions.

The maximum reassignments per semester shall not exceed forty percent (40%) of the standard teaching load. Reassignments and any exceptions to the maximum reassignments requires the approval of the Vice President of Academic Affairs/Provost and appropriate Dean or Director at least sixty (60) days prior to the beginning date of such reassignment.

3. **Faculty Work Hours and Responsibilities.** Faculty members may have teaching assignments both on and off campus, day and evening, and at times, on the weekends. Faculty members are professionals whose jobs require forty (40) or more hours of professional services to the College each week over five (5) consecutive calendar days. Twenty-five (25) hours shall be scheduled and the remaining fifteen (15) hours shall be used for College service and related professional activities. Prior to each academic year, full-time Faculty shall develop annual goals with their Deans. These goals shall include all components of the Faculty member's workload responsibilities.

The components of Faculty workload responsibilities include: (a) instructional and office hours – twenty-five (25) hours per week; (b) professional development – three (3) hours per week (on average); (c) College service – eight (8) hours per week (on average); and, (d) Faculty advising – four (4) hours/per week (on average). As professionals, Faculty are not required to “clock-in” for these duties and it is recognized that these are minimums and that many Faculty devote more time to College activities and

responsibilities.

**A. Instructional and Office Hours.**

The College shall establish a course schedule which meets the needs of students. Deans, Program Chairs and/or Program Lead Faculty will work with Faculty members to fill scheduling requirements and establish individual schedules which meet the needs of the students. It is the responsibility of the College to assign Faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional formats which meet the needs of students.

Faculty must provide for a total time of at least twenty-five (25) hours in an instructional capacity, being available to and working with students in the classroom, directing lab activities and through office hours. These hours must be scheduled at times reasonably convenient for students and clearly designated as hours during which Faculty members shall be available for student appointments. Faculty members are to be available to students during classroom contact and on-campus office hours. Office hours may be adjusted for assignments during non-traditional academic terms (i.e., less than sixteen (16) weeks), online/hybrid and clinical courses to meet student needs. Any adjustments must be pre-approved by the Faculty member's Dean.

Office hours denote regularly scheduled time periods during which Faculty shall be available for one-on-one consultations with students outside of a classroom setting, to provide instructional program related or similar academic assistance to students as needed.

- i. Office hours shall be scheduled on campus in the Faculty member's office. Faculty members may use a classroom or other *appropriate* campus locations (e.g., clinical settings). The availability and location of office hours must be mutually agreed upon and approved by the Dean, and provided in writing to the Faculty member's students and Dean and posted in the College's Learning Management System by the end of the first week of class.
- ii. Each Faculty member shall publish and maintain a total of ten (10) office hours per week during each semester of the academic year.
  - (a) At least five (5) of these office hours shall be scheduled in minimum increments of thirty (30) consecutive minutes over a period of not less than five (5) days. Classrooms shall not be the primary location for office hours. Classrooms may only be used for this purpose if the Faculty member is assigned to that classroom immediately before and after the office hours, and only if the classroom is not needed for class scheduling.

- (b) Faculty teaching online may schedule one (1) office hour online for each class taught online. In the event the Faculty member's entire program and/or load is comprised of online courses, the Faculty member shall be permitted to schedule a maximum of fifty percent (50%) of office hours online.
- (c) Faculty whose instructional assignments include Health Sciences for which clinical or field experiences are required of participating students shall be permitted to schedule a maximum of fifty percent (50%) or five (5) of their required office hours at the clinical or field site, in addition to their required clinical instruction hours.
- (d) Faculty shall be available to students during normal College business hours and by appointment.
- (e) If Faculty members cannot meet their established office hours, they must post notice to students within the College's Learning Management System and at their office location. In addition, a copy is to be sent to the Dean confirming office hours have been cancelled during the week. Any cancellations of office hours require make-up hours for the student time missed, or the Faculty member must take an equivalent amount of personal leave.
- (f) Due to contact hour variation among disciplines, some Faculty members may be required to teach beyond fifteen (15) contact hours to meet their teaching load. In such cases, Faculty members whose normal teaching load exceeds fifteen (15) contact hours, but who teach less than five (5) classes shall utilize up to five (5) office hours to compensate for each hour taught over fifteen (15).
- (g) In emergencies or other unusual circumstances, the Vice President of Academic Affairs/Provost or his/her designee may approve exceptions to the published schedules for individual Faculty members.

**B. Professional Development.**

Faculty members are expected to remain current in their respective fields to include teaching and learning, and are expected to participate in ongoing professional development on campus and in other venues. College funding for professional development may be available and is not guaranteed. The general guidelines for Faculty professional development are as follows:

- i. Faculty will identify professional development/training needs at the start of each academic year. Since it may not always be possible to identify needs at one particular time of the year, Faculty members are encouraged

to notify their Dean as soon as they become aware of professional development/training opportunities to consider.

- (a) The common deadline for submitting professional development requests shall be established by the Vice President of Academic Affairs/Provost's office each academic year.
  - (b) All travel requests must be submitted for approval at least eight (8) weeks prior to the event when possible. Spend Authorizations shall be submitted within two (2) weeks of approval.
- ii. Professional development funds may be used to promote focused initiatives and help meet the strategic goals and objectives of Academic Affairs and the College. These funds cannot be used for purposes other than expenses associated with professional development activities.
  - iii. Full-time Faculty may apply for professional development funds through their Dean. Pre-approval for any professional development activity is required by the Faculty member's Dean and Vice President of Academic Affairs/Provost if appropriate. All travel plans associated with professional development and training opportunities are to be discussed with the Faculty member's Dean prior to submission of any paperwork.
  - iv. The Vice President of Academic Affairs/Provost approves all professional development involving out-of-state travel prior to registration for the activity or incurring any travel-related expenses.
  - v. The availability and quantity of professional development funds may vary due to limitations in the College budget. Consequently, Faculty members are advised that requests for activities may be partially funded, limited to one (1) activity per year or possibly denied. Professional development opportunities at the Division level will be funded for events that have direct and measurable impact on campus goals/initiatives, strategic objectives and/or student success and completion. Additional cost, beyond that which is approved is the responsibility of the requester.

**C. College Service.**

- i. Faculty shall participate in departmental and College-wide activities including, but not limited to, advising registered student organizations, participating in Faculty In-Service, and participating in College initiatives.
- ii. Faculty shall attend College commencement and/or pinning ceremonies, as appropriate each year.



- iii. Faculty are to perform any other duties required to fulfill their instructional, contractual and/or programmatic obligations as delineated elsewhere in this Agreement.
- iv. Faculty shall commit to continuous improvement of teaching and student learning, and will assist the College with programmatic, local, state and federal compliance. Faculty members will encourage students to participate in student evaluations of instruction and review results with the supervising Dean each academic year.

**D. Faculty Advising.**

Faculty are expected to advise students for four (4) hours per week or sixty-four (64) hours per semester as part of the Faculty advisement process. These hours are scheduled in addition to office and class hours. Annual contract Faculty may advise during their first academic year, as approved by their Dean.

- i. Faculty Advisors are required to participate in training (online and in-person as appropriate).
- ii. Faculty Advisors shall participate in “advising week” activities as appropriate.
- iii. Faculty must select one of the following advising Orientation Advisor, AS Program Advisor, FY Faculty Mentors, Student Advisor (Advising Center), Intervention Specialist, Online Student Success Advisor, Student Internship/Career Services Advisor, Academic Coach, or any other option created by the College. The Faculty member’s option shall be approved by the Dean.
- iv. Faculty shall commit to advise students for one (1) academic year using the option chosen.
- v. Faculty shall submit a mid-year assessment of advising activities.
- vi. Faculty shall participate in a debriefing at the end of each academic year.

4. **Summer Teaching Assignments.** Summer teaching assignments are based upon need. There is no guarantee of teaching assignments during Summer term. To be considered, Faculty must submit a request to the Dean by the published deadline. Faculty Summer teaching assignments shall be awarded to the best qualified candidate based upon several factors including credentials, academic experience, work experience, student success, retention and completion rates.

The maximum contact hours taught during Summer terms shall not exceed fifteen (15) (or two hundred twenty-five (225) clock hours). In addition, Summer teaching shall not exceed ten (10) credit hours for any one (1) Summer session, or four (4) credit hours during the F session. The Vice President for Academic Affairs/Provost reserves the right to approve exceeding these limits based on student and/or College needs.

Faculty who are teaching during the Summer sessions shall be required to have two (2) office hours for each course taught. The requirements of section 3 of this Article, Faculty Work Hours and Responsibilities, apply to office hours during the Summer term.

5. **Alternate Instructional Modalities.**

A. **Honor Modules.**

Faculty must be preapproved to teach honors courses and honors modules. The following process will be used to select the Faculty:

- i. Faculty will submit a course proposal to the Honors Council.
- ii. The Honors Council will review all proposals and make a recommendation to the Associate Vice President for Academic Affairs.
- iii. The Associate Vice President for Academic Affairs will make the final selection and determine the course release date in consultation with the Dean.

In cases of student and/or programmatic needs, Faculty may be selected by the Associate Vice President for Academic Affairs in consultation with the Dean. The Associate Vice President for Academic Affairs' decision is final.

B. **Directed Independent Study (DIS).**

To support student progression and completion, Faculty may be requested and/or selected to teach a course as DIS aligned with their academic preparation and other variables to include but not limited to student success rates, retention and availability. The Vice President for Academic Affairs/Provost shall have final approval.

6. **Meeting Course Load Requirements.** At times, Faculty members may not be able to meet their course load requirements. When Faculty do not meet course load obligations, the Dean may: (a) create a course load plan comprised of approved work equivalent to the course(s)/contact hours needed for the Faculty member to make his/her load; (b) extend the course load obligation to the next semester, if feasible and appropriate; (c) assign Faculty to teach course(s) in another discipline or area of need, if qualified; or, (d) recommend elimination of the position pursuant to a reduction in force. The Dean will document course load amendments on Course Load Revision Form which shall be provided to the Vice President of Academic Affairs/Provost for approval.

7. **Additional Teaching Faculty Responsibilities.**

A. **Attendance.**

To comply with Federal Financial Aid requirements, attendance will be taken during the first two (2) weeks of class, after the sixty percent (60%) point in the term for a duration of one (1) week, and during the final week of class. The specific date ranges that correspond with these times will be provided by the Director of Financial Aid for each term and session and communicated to Faculty. Daily attendance may be maintained at the discretion of the Faculty member or at the direction of the Faculty member's Dean.

For online classes, the following U.S. Department of Education Guidelines for academic attendance shall be used:

- i. An academic assignment submission may be counted as attending.
- ii. Taking an examination, interactive tutorial, or a computer-based instruction may be counted as attending.
- iii. Participating in an online discussion that is academically-related may be counted as attending.
- iv. Interacting online with Faculty about subject matter or to ask course-related questions may be counted as attending.

B. **Student Grades and Academic Progress.**

Faculty shall keep students informed of their academic progress on a regular basis throughout the term or academic session.

Faculty shall post within the Learning Management System student grades at three (3) critical points during Fall and Spring semesters:

- i. By the fourth (4<sup>th</sup>) week of the term;
- ii. At mid-term. For students making below a "C" at this time, Faculty shall advise the student and/or refer the student to appropriate College resources; and,
- iii. Prior to the official withdrawal date for the course.

Faculty teaching during Summer term will post mid-term grades for each student per the timelines of that session.

Faculty are prohibited from publicly posting student names, student identification numbers and grades with respect to performance or conduct in a course.

Faculty must retain records of final grades and last date of attendance for withdrawn students for a minimum of three (3) years. Faculty are required to keep the final examination papers on file for one (1) year.

Faculty are required to offer final examinations and or final projects to all credit students (except those taking course work for audit) during the scheduled final examination period.

**C. Faculty Withdrawal of Students.**

Faculty members may recommend to the Dean the administrative withdrawal of student(s) based on excessive absences as published and defined in the Faculty member's syllabus. Administrative withdrawals must be applied fairly and equally to all students in a Faculty member's class. An administrative withdrawal may be recommended by the Faculty member until the official deadline for withdrawal each semester or session. Administrative withdrawals shall be reviewed by the Dean and may be approved.

8. **Extra Teaching Assignments.** Extra teaching assignments are not guaranteed and shall be granted at the discretion of the College. This additional teaching assignment is beyond the Faculty member's base contractual teaching load and is not granted until the teaching workload and workweek obligations, as defined in sections 1 and 3 of this Article, are met. Faculty will be compensated according to Article 23 Wages of this Agreement. An extra teaching assignment requires two (2) additional office hours per week.

Extra teaching assignments within a discipline shall be assigned by the Dean. In making assignments, the Dean shall consider the best qualified candidate based upon several factors including credentials, academic experience, work experience, student success, retention and completion rates in determining whether to approve assignments.

Any Faculty member who desires an extra teaching assignment should submit a written request (email shall suffice) to the Dean during the development of the course schedule or sixty (60) days in advance of class start. All extra teaching assignment requests are subject to approval of the Vice President of Academic Affairs/Provost.

Librarians are eligible to teach as an adjunct at the adjunct rate if they are qualified for the teaching assignment and provided that the teaching assignment does not interfere with the Librarian's regular duties.

9. **Final Exam Week.** Faculty members are to be accessible and responsive to students to support their academic success and progression. As such, Faculty are expected to be available to students during final exam week. Faculty may adjust their office hours

during this week to ensure availability to students and support end of semester grading requirements as follows:

- A. Faculty are to post office hours for final exam week at their office location and in the College's Learning Management System.
- B. Faculty are to post a minimum of ten (10) office hours over a three (3) day period during final exam week for the Fall and Spring semesters.
- C. During Summer semesters, Faculty members are to post two (2) office hours for each course taught. Specific hours will be determined in consultation with the Dean to meet student needs.
- D. Out of office responses are not to be posted until the contractual period is complete.

10. **Librarians and Counselors.** Librarians and Counselors shall adhere to a minimum of a forty (40) hour work week scheduled as appropriate in accordance with the contract length approved by the Board of Trustees.

A. **Librarians (40 hours per week).**

Full-time Librarians shall work forty (40) hours per week on College activities. Up to five (5) hours per week may be used for College service/professional development, as approved by the appropriate Administrator. Professional activities in which Librarians participate during the remaining hours will be determined during conferences with the appropriate Administrator and evaluated annually. Work schedules, goals, special projects and events shall be developed by the Librarian in collaboration with and approved by the supervising Administrator to ensure that adequate coverage is provided to meet student needs. Librarians may teach classes when approved by the Vice President for Academic Affairs/Provost.

- i. The primary responsibilities of a Librarian include but are not limited to library science/information, literacy curriculum and maintaining the professional integrity of content, collections and services of academic libraries. To comply with the requirements of all applicable accrediting agencies, each Librarian must fulfill the minimum certification requirements established by those agencies.
- ii. Librarians are responsible for providing instruction and general student assistance in the use of print and online library resources as well as in the creation of new tools to enhance access to information to promote information literacy. Instruction includes, but is not limited to, reference desk assistance, seminars, workshops, online tutorials, portions of College-sponsored conferences or in-service opportunities as assigned by

the supervising Administrator. Services will often be required at the reference desk, by phone or email and through in-person consultation.

- iii. Scheduled duties as assigned by the appropriate supervising Administrator are priority, and any changes must be approved by the supervising Administrator.
- iv. Librarians are eligible to teach extra course teaching assignments if they are qualified for the teaching assignment and provided that the teaching assignment does not interfere with the Librarian's regular duties. All teaching assignments including, but not limited to, embedded teaching assignments and credit courses are reviewed with and approved by the supervising Administrator.
- v. Librarians are responsible for ensuring library services are provided to meet the needs of students.
- vi. Librarians must participate in learning experiences by providing group and individual instruction outside of class in support of the curriculum and co-curriculum, assessing the impact thereof and evaluating services.

**B. Counselors (40 hours per week).**

Full-time Counselors shall work forty (40) hours per week on College activities. Up to five (5) hours per week may be used for College service/professional development, as approved by the appropriate Administrator. Professional activities in which Counselors participate during the remaining hours will be determined during conferences with the appropriate Administrator and evaluated annually. Annual schedules shall be developed by the Counselor in collaboration with and approved by the appropriate Administrator to ensure that adequate coverage is provided to meet student needs. Counselors may teach classes when approved by the Vice President for Academic Affairs/Provost.

- i. The primary responsibility of Counselors is to engage in activities directly related to counseling. To comply with all applicable accrediting agencies, each Counselor must satisfy the minimum certification requirements established by those agencies.
- ii. Counselors may teach all or part of a course as part of their contractual duties. Such teaching assignments and/or preparation shall not interfere with the scheduling of any of the Counselor's professional duties as assigned by the supervising Administrator.

## ARTICLE 14

### MASTER AND INSTRUCTIONAL SYLLABI

1. The Master Syllabus serves as an *official record* for a course and facilitates transfer to other institutions. It establishes the course content, learning outcomes and provides curriculum consistency across all sections of a course. A current master course syllabus is maintained for each course offered by the College. Copies of this master syllabus are maintained electronically in each respective academic division office and reviewed by the Office of Academic Affairs.
2. The master syllabus provides the requirements that must be followed by all Faculty who teach the course. As a permanent record, the master syllabus serves as the official document for what was covered in the course, at what level, scope and depth, and credit. The master course syllabi for all College courses shall be reviewed and updated by April 15 of each academic year, and more frequently as needed in each division/department. Program Chairs or Lead Faculty will ensure the master syllabi are reviewed and current.
3. All full-time department Faculty members are responsible to meet with the Program Chair or Lead Faculty to provide the needed input to develop and/or update the master syllabi. In cases where there is a single department member, that Faculty member shall be the responsible party. Program Chairs or Lead Faculty shall post master syllabi as directed for the Dean to review and Adjunct Faculty distribution. Divisions shall maintain electronic copies.
4. The master syllabus must contain the following information:
  - A. The title and reference number of the course;
  - B. The name(s) of the Faculty member(s) who prepared the syllabus and the date of preparation or revision;
  - C. The catalog description of the course including number of credits; prerequisites and/or co-requisites; total number of contact hours in lecture, laboratory, clinic or number of clock hours (PSAV); and credit type (college, postsecondary, AS, developmental);
  - D. Identification of courses that satisfy state communication and computation requirements and/or the computer proficiency graduation requirement;
  - E. The current textbook(s) and software utilized, including author, title and publisher;

- F. A list of teaching aids and devices both suggested for teacher use as well as required for student purchase and use (e.g. safety goggles, art supplies, cameras, dental instruments);
  - G. General Education Learning Outcomes (if applicable);
  - H. Program Learning Outcomes (if applicable);
  - I. Student learning outcomes and associated assessment method(s);
  - J. The course outline which identifies the content to be covered and/or pacing chart to facilitate course pace and assure required content is covered;
  - K. A list of references or source materials;
  - L. Factors common to all sections which are required for evaluating and assessing student learning/grading students. Minimum number of acceptable assessments and types;
  - M. Information about the final exam/activity, and any departmental policies regarding grading scale in determining final grade; and,
  - N. Additional information required for the course by the Florida Department of Education or the College. This may include a background check, medical clearance, required certifications, etc.
5. By the end of the first day of a semester or session, all Faculty members shall develop and distribute to students and post in the College's Learning Management System a course syllabus for each class they are teaching.



## ARTICLE 15

### ADDITIONAL PROFESSIONAL OBLIGATIONS

1. A full-time Faculty member's responsibilities shall include, but not be limited to, the following activities, on or off campus: classroom periods; office periods; standing and ad hoc committee/council meetings; Faculty advising; student conferences; course coordination, development of master syllabi; outcomes assessment and review; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intercampus and intra-campus communications; Faculty meetings; departmental meetings; accreditation reporting; grants development; community-related clubs or organizations which require the direction of a Faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after such study and its relationship to the discipline is established and approved by the supervisor); preparation of instructional materials; adjunct coaching; program planning; ordering audio-visual programs; curriculum coordination, review, revision and improvement; textbook evaluation and selection and reporting; and other professional activities.
2. All full-time Faculty members:
  - A. Will participate with other Faculty colleagues in their respective academic disciplines in order to develop, revise and implement courses or programs as needed;
  - B. Will fulfill instructional obligations such as preparing for classes, grading papers, tests and other required student assignments;
  - C. Will evaluate textbooks and Open Educational Resources as necessary;
  - D. Will maintain professional competence;
  - E. Will participate in College-wide programs or initiatives designed collaboratively by the Faculty and College for the purposes of identifying, assisting, and encouraging at-risk students to attain their educational goals;
  - F. Will attend academic curriculum meetings scheduled by the Program Chair or Administration, unless the Faculty member is on approved leave or has a verifiable appointment, assignment or commitment which cannot be rescheduled by the Faculty member without undue personal effort and/or personal expense;

- G. Will attend all required, scheduled campus meetings, standing committee meetings, campus or division-wide meetings and those area meetings convened by a Dean or Program Chair pertaining to College matters, unless on approved leave or with authorization from his immediate Supervising Administrator. The College will utilize all reasonable communication efforts to provide the Faculty member with sufficient notice prior to scheduled meetings. The College recognizes that regularly scheduled class assignments that may interfere with the Faculty member's attendance may constitute authorized leave from attending such meetings. On designated in-service/administrative days, all full-time Faculty members will engage solely in professional activities that are approved in advance by the College;
  - H. Will participate in College-approved committees and/or councils, community groups, statewide curriculum committees, and professional organizations. This includes committees, assessments and activities determined to be necessary for the attainment of programmatic and regional accreditation. The President, in his sole discretion, may create and abolish committees whenever he deems it advisable. The composition of any such committee shall be in the sole discretion of the President;
  - I. Will periodically establish goals and provide self-assessments to the appropriate Dean as part of their periodic evaluation process; and,
  - J. Will attend graduation and/or pinning ceremonies unless properly excused by their Dean or the Vice President of Academic Affairs/Provost. The College will make arrangements to have proper regalia available to each Faculty member. The College is not responsible for replacement regalia.
- 3. More specific information regarding the above-listed items may be in other Articles of this Agreement like Work Responsibilities or Faculty Evaluation.
  - 4. The College may utilize scheduling variations and delivery formats to meet the needs of students, which may include such variations between one-week courses, up to 16-week courses, or any similar scheduling variations in any term.
  - 5. It is understood that all College Faculty, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.
  - 6. The College will collaborate with Faculty members to establish a regular range of dates and times for classroom or online class observations so as to minimize any disruptions to the teaching and learning processes. The College reserves the right to observe any class at any time.

## ARTICLE 16

### DISTANCE EDUCATION

Distance education facilitates access to education and provides a path to completion of academic and career objectives for college students and community members. Recognizing this, Faculty shall be expected to participate in teaching in alternate formats and master the skill of successfully teaching online. The College seeks to provide: (a) the community with programs which increase access to educational services; (b) students with intellectually stimulating courses which have a standard commensurate with those taught via successfully established delivery modalities; and (c) Faculty with opportunities to develop programs/courses and delivery systems. Last, the College and Faculty agree to work jointly to protect the integrity of TCC programs and course offerings.

1. **Distance Education.** Distance education is a teaching modality whereby all or the majority of instruction and student interaction occurs via electronic media or equivalent mechanisms with the Faculty and students physically separated from each other. This includes courses that are fully online as well as hybrid, flipped, computer based courses and other alternate delivery methods.
2. **Course Development.**
  - A. Course development is recognized as either 1) creating a new online course, 2) converting an existing online course to the appropriate TCC online or Quality Matters format, or (3) significant redesign of an existing online course.
  - B. The Academic Dean will initiate the process for online course development. Online offerings are based on student need and are offered at the sole discretion of the College.
  - C. Textbooks should be the same for online courses as face-to-face. Textbook decisions for online courses follow the same procedures outlined in Article 17 of this Agreement.
  - D. An online course is the property of the College, and as such will be held in repository for other qualified Faculty to utilize.
3. **Class Size.** Determination of class size for online classes is at the discretion of the College.

4. **Faculty Responsibilities.**

- A. **Office Hours.** A Faculty member teaching an online course shall conduct the normally expected number of office hours. Faculty teaching online may schedule one (1) office hour online for each class taught online. In the event the Faculty member's entire program and/or load is comprised of online courses, the Faculty member shall be permitted to schedule a maximum of fifty percent (50%) of office hours online. Faculty are to meet with students in the venue best suited to meet student needs. Online office hours must be posted and accessible by students using methods in accordance with Article 13 Work Responsibilities of this Agreement.
- B. **Online Course Shells.** Each section of every course at the College will have an online course shell pre-built. All Faculty are expected to utilize the course shell to facilitate timely feedback and communication with students.
- C. **Online Teaching Assignments.** Assignments to teach an online course shall be voluntary. Assignments may be initiated by the Dean or at the Faculty member's request. Additionally, verification of the Faculty member's online certification/training, and/or demonstrated proficiency in online instruction as well as student engagement, success and course retention rates in current courses shall be reviewed prior to assigning Faculty members an online course(s).
- i. The Faculty member who developed the original course shall be given primary consideration to develop and teach the online course contingent upon satisfactory evaluation by the Dean. However, the College has the right to seek other qualified Faculty members or entities to develop and teach the course(s).
  - ii. The College has the right to use and/or modify through established procedures the online learning materials developed under by a Faculty member for instructional, educational, or administrative purposes.
  - iii. Prior to the development of an online course, the College and the participating Faculty member(s) shall agree on the extent and type of technical support needed and all required professional development that must be successfully completed.
  - iv. The College reserves the right to enter or monitor Faculty course shells.
  - v. Faculty agree to maintain currency in teaching and learning pedagogy and technologies that facilitate student engagement, and success in an online environment.

- vi. Due to the speed of technological change in our society, the College and the Faculty should expect to engage in ongoing discussions and training regarding online learning issues, contractual and otherwise.
  - vii. The College shall determine which courses will be offered online, and reserves the right to schedule online and/or any alternate delivery courses to best serve student needs.
- D. **Workload.** Faculty members may teach up to fifty (50%) percent of their standard teaching load online as stated in Article 13 Work Responsibilities of this Agreement. Additional course(s) may be granted with approval of the Dean. Final approval of additional courses is at the discretion of the Vice President for Academic Affairs/Provost.

5. **Evaluation of Online Faculty.**

The College shall evaluate Faculty members involved in online instruction using College-approved evaluation instruments suited for this delivery modality. The College shall grant course access to the supervising Dean at the onset of instruction.

- A. The Dean may enter an online course at any time to assess instructional quality.
- B. Continued online teaching assignments are contingent upon but not limited to student completion rates, success rates, and student course evaluation information.
- C. All College online courses shall be evaluated by the Dean per the following timeframe:
  - i. First semester of the launch of a new course.
  - ii. Every two (2) years for existing courses, or if circumstances warrant, sooner and with greater frequency.

## ARTICLE 17

### **TEXTBOOK SELECTION**

The selection of textbooks and supplementary materials to be used are the responsibility of the full-time Faculty member and shall be determined per College guidelines. The parties agree that student access to affordable high quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The Faculty and the College are committed to the on-going development of appropriate policies, procedures and standards for the selection of textbooks and course materials to maximize student success, access and affordability.

The College recognizes the financial impact that the cost of textbooks has upon students. Faculty shall make every effort to help control student costs by seeking the most economical options, and utilizing all required texts. In addition, Faculty shall use the following considerations when selecting texts (FAC 6A-14.092):

- Is the textbook part of a bundle? If the textbook is bundled with supplemental materials, will all components of the bundle be used?
- Is the text a new edition? Is the old edition available?
- If the old edition is available, to what extent is the new edition different and more valuable for instructional purposes?
- Were open access textbooks or alternate digital options considered during the selection process?
- Are student learning outcomes being met?

Textbooks to be used for a College credit course shall be selected by each Faculty member from a list of textbooks and/or Open Educational Resources agreed upon by the department's Faculty. The list of textbooks shall be developed by the respective departments and shall be reviewed by the Dean and approved by the Associate Vice President for Academic Affairs. In the interests of students, academic departments shall agree upon texts to be used College-wide (which is inclusive of College centers and other instructional sites). A Faculty member shall not require a student to purchase any course materials that are not College approved per the process stated herein.

1. **Textbook Selection Process.** The textbook selection process shall include:
  - A. Faculty within each department shall select one main textbook to be used in each course (including those taught by part-time Faculty). Faculty who have published textbooks may not use their own text unless it is approved by the majority of Faculty within the department as the main text and the text has followed the same vetting process as other textbook selections.

- B. Faculty within each department shall meet and discuss textbook selections and provide written documentation addressing all the considerations listed above and on the Textbook Affordability Form. This is required for any initial adoption of a text or new edition of a text that is currently in use as well as for any textbook review. The forms must be completed and submitted to the Dean for signature by the dates identified in paragraph D below. Deans or designees will upload completed forms to the Academic Affairs portal.
- C. Textbook selections shall be made by majority vote of eligible department Faculty participating in the textbook selection process. All full-time Faculty who are qualified to teach the course shall be included in the voting in each department. The Program Chair will be provided the opportunity to have input regarding the textbooks being considered.
- D. Textbooks must be selected and approved by February 15<sup>th</sup> for Summer and Fall. Textbooks must be selected and approved by October 1<sup>st</sup> for Spring.
- E. All textbook adoptions must be reviewed every three (3) full calendar years by using the textbook affordability form.
- F. Approved textbook adoptions shall remain in effect for three (3) full calendar years. Only in exceptional cases will permission to discontinue a text be granted at an earlier date. Such permission must be granted by the appropriate Associate Vice President for Academic Affairs upon recommendation of the Dean.
- G. As early as feasible, but no less than forty-five (45) days prior to the first day of class for each term, the College shall post a list of each textbook required for each course offered during the upcoming term. Faculty may not add required textbooks after the Web posting, except as provided by statute.
- H. If the course is part of a sequence of courses that would normally use the same text, the College may establish a Faculty committee to select such textbooks. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Dean may make an exception to the minimum three (3) year requirement. Faculty members shall establish College-wide standardization of textbooks. Any exceptions shall be approved by the Vice President for Academic Affairs/Provost prior to use.
- I. Consumable (workbook) texts may be selected with an approved justification by the Associate Vice President for Academic Affairs. The selection must be reviewed and supported by the appropriate campus or division textbook selection committee, and must be assessed annually.
- J. Custom texts may be used, but may not conflict with efforts to standardize text in general education or sequential courses. In addition, the following criteria must be met:

- i. The custom text must be significantly less expensive (minimum of (25%) less) than the campus or division committee's selection.
  - ii. The text covers the approved course objectives and competencies.
  - iii. The course is regularly taught by the Faculty member(s)/department recommending selection.
  - iv. The maximum number of custom texts allowed for a single campus or departmental course is one (1). Exceptions must be approved by the Associate Vice President for Academic Affairs.
  - v. A custom text must be adopted for a minimum of three (3) years.
- K. All textbook selections and posting timelines shall comply with applicable state statutes, and are subject to administrative review and Vice President of Academic Affairs/Provost approval at any point during the selection process.
- L. Faculty must use all adopted textbooks and supplemental materials required for students to purchase. Usage of required text shall be monitored each semester by division Deans. Failure to use required texts shall result in corrective action. Repeated non-use may result in failure to attain continuing contractual status.

2. **Prohibited and Allowed Conduct.** Faculty may not demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of value, present or promised, in exchange for requiring students to purchase a specific textbook for coursework or instruction.

Faculty may receive:

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



## ARTICLE 18

### INTERDIVISION TRANSFERS

1. The College reserves the right to transfer Faculty at any time to other teaching positions based on institutional need. The College will notify impacted Faculty and respective Dean(s) a minimum of thirty (30) days prior to transfer.
2. The College will also allow Faculty to request academic division transfers once during a Faculty member's career, unless deemed necessary by the institution. Faculty may only make a request for available positions. Transfers will only be considered for Fall semester. Once position openings are finalized, the Vice President of Academic Affairs/Provost will post full-time Faculty openings for review. Faculty desiring to transfer to another academic division must notify their Dean and the Vice President of Academic Affairs/Provost in writing (email will suffice) within ten (10) calendar days from the posting. Thereafter, the Faculty member must apply for any available positions for which they are qualified.
  - A. Faculty must make a formal request by completing the Request for Transfer form and must receive their Dean's approval. Faculty may request a transfer to another academic division if they are qualified and meet the following criteria:
    - i. Have been employed at the College for five (5) years and have achieved continuing contract status.
    - ii. Have satisfactory performance including student success, retention and completion rates.
    - iii. Have satisfactory performance teaching in the discipline they are requesting to transfer.
    - iv. Have received approval from the current Dean.
  - B. The Faculty member will be vetted (which includes review of past evaluations by the Dean, and other relevant information) which may include an interview and teaching demonstration by the incoming department. A final recommendation will be made to the Vice President of Academic Affairs/Provost. The Vice President of Academic Affairs/Provost will consider all information prior to making a final decision.

3. The College reserves the right to require Faculty at any time to teach in other disciplines for which they are qualified based upon institutional need. Faculty may also request to teach in another discipline for which they are academically qualified and officially credentialed. Any such request must be made to the Dean during the schedule drafting process. Faculty must have satisfactory performance in their current teaching assignment, as well as acceptable student success, retention and completion rates. The Dean will make the decision and placement of the Faculty member based on student and division needs. All assignments are subject to approval of the Vice President of Academic Affairs/Provost.

## ARTICLE 19

### **THE TEACHING AND SERVICE ENVIRONMENT**

1. **Office Assignments.** The College shall provide office space to every full-time Faculty member, subject to future facilities management needs and appropriate funding.
2. **Assault, Battery, Threats, and Safety.** The College and the Union join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault (physical or verbal), battery, or threat of bodily harm upon a Faculty member shall be reported to the College Police Department immediately. Student violations of the Student Code of Conduct, including classroom disruptions will be investigated and acted upon in accordance with Policy 10-12, Student Code of Conduct.
3. **Class Disruption.** A Faculty member may dismiss a student from a particular meeting of a particular class if the student is so disrupting the class as to make it impossible for the Faculty member to serve the remaining members of the class effectively. The Faculty member shall, as soon as practicable following the end of the class meeting in which the action was taken, report the matter to their immediate supervisor. The Faculty member shall also report the matter to the Office of Judicial Affairs, who shall act upon the complaint and report the result of the investigation to the Faculty member as soon as possible. Student violations of the Student Code of Conduct, including classroom disruptions, will be investigated and acted upon in accordance with Policy 10-12, Student Code of Conduct.

## ARTICLE 20

### CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

1. **Family Members.** In order to protect both Faculty members and students from real or apparent conflicts of interest, students will avoid enrolling in classes taught by their spouse, domestic partner, parent or immediate family member. However, in small departments or specialized programs or courses, this avoidance may not always be possible. In any case in which a Faculty member plans to teach a class in which a related person is enrolled, the Faculty member shall seek approval from the Vice President for Academic Affairs/Provost prior to the class start date.
  - A. Should the Vice President for Academic Affairs/Provost agree that alternatives have been exhausted and an exception is warranted, another member of the department shall be asked to oversee evaluation of the student. The purpose of this oversight is to protect both the Faculty member and student from the appearance of bias and to maintain the integrity of the academic experience. Such oversight shall include reviewing the work of the student being evaluated and comparable work by one or more other students in the class.
  - B. Faculty members are not to serve as the main academic adviser to a student who is a spouse, domestic partner, parent or other related person. Likewise, Faculty members are not to work one-on-one with related students (for example, in situations such as an honors thesis, independent study, practicum, mentoring, or an internship). Any exceptions to this policy must similarly be requested of the Vice President for Academic Affairs/Provost in advance.
  
2. **Outside Employment.** The primary responsibility of Faculty is the full and competent performance of all assigned duties. The College and the public have a right to expect sufficient dedication of time, energy, and talents to accomplish the requirements of each position. At the same time, the College recognizes the value to its Faculty, to the College, and to the community of the many types of external experiences. Such activities may enhance the professional competency of the individual and bring credit to the College as well. Faculty may engage in outside employment or self-employment that does not:
  - A. Result in any conflict of interest between the outside employment activity and the College;
  - B. Inhibit the Faculty member's performance of duties and responsibilities at the College; or,
  - C. Interfere with the College's core hours of operation, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Requests for outside employment must be submitted to the Dean prior to employment. If the employment is an ongoing activity, it must be submitted annually by September 1<sup>st</sup> of each year. Such requests must include the employer, dates of employment, hours of employment, position title and brief description of job duties. It is the responsibility of the Dean to review the submission for conflicts or concerns and to raise any concerns to the Vice President of Academic Affairs/Provost. The President or his/her designee shall review all requests for outside employment. If approved by the President or his/her designee, the recommendation shall be forwarded to the Board for review and approval.

## ARTICLE 21

### FACULTY EVALUATION

1. **Purpose of Evaluation.** The assessment and evaluation of Faculty will be conducted utilizing a variety of criteria relating to professional competence and commitment of the Faculty member to the College. The purposes of evaluation are to:
  - A. Promote the highest quality instruction (teaching and learning);
  - B. Encourage the highest quality performance by Faculty;
  - C. Encourage professional growth and development of Faculty;
  - D. Review the effectiveness of instruction and service to students and use the results to continuously improve instruction and service to students;
  - E. Evaluate Faculty job performance;
  - F. Promote communication and provide feedback about job performance; and,
  - G. Establish performance goals and expectations.
  
2. **E-Portfolio.** Annual and continuing contract Faculty will maintain a professional e-portfolio that shall include a factual description of the Faculty member's teaching, College service, Faculty advising and professional development strengths and accomplishments. It will include empirical evidence and a self-assessment of criteria including, but not limited to, effective classroom instruction, feedback from students and employers, curriculum review and relevancy, service and support of College policies and procedures, and assessment of student learning. The complete listing of criteria is found at section 4.E. of Article 11. The e-portfolio will include supporting documentation of the measures described below, as appropriate to the position and responsibilities of the Faculty.
  - A. The e-portfolio MUST contain information about each of the following:
    - i. Teaching philosophy;
    - ii. Statement of teaching responsibilities, and any approved reassigned and/or release duties;
    - iii. Curricular revisions;
    - iv. Documented teaching improvement activities;

- v. Instructional innovations; and,
  - vi. Each of the criteria i. through x. found in Article 11, section 4.E.
- B. The e-portfolio MAY contain:
- i. Teaching honors and other recognitions; and
  - ii. Samples of student achievements and outstanding accomplishments in or beyond the classroom.
3. **Faculty on annual contract.** Faculty on annual contract will be formally evaluated by the immediate Dean or Director each year prior to recommendation for annual contract renewal. Annual contract Faculty shall be made aware of the time and day during which such evaluations will occur. Faculty being considered for moving from annual to continuing contract shall present a professional e-portfolio for review and assessment by the Dean.
4. **Faculty on continuing contract.** Each Faculty member on a continuing contract shall be observed by the Dean or Director as necessary, but at least once every two (2) years. The Dean's evaluation narrative shall be included as part of the annual review in any year in which an evaluation is conducted.
5. **Faculty Evaluation Process.** The Faculty Evaluation shall include the Faculty member's: (a) self-evaluation; (b) classroom observation(s); (c) student evaluations of instruction; and, (d) Dean's evaluation and narrative.
- A. Self-evaluations will be a substantive element of the annual review process. Faculty are asked to evaluate their professional performance using the criteria set forth in Article 11, section 4.E.
  - B. Classroom observation(s) are required each year for annual contract Faculty in the first five (5) years of their employment and bi-annually thereafter. Classroom observations by the Dean shall be part of the evaluation process. These observations shall occur when the Faculty member is performing regular duties and shall be a minimum of thirty (30) minutes. The Dean shall set the time and date of the classroom observation associated with the evaluation process and will provide the Faculty member with at least one week's notice. Classroom observations may also be made at other times of the academic year and outside of the evaluation process when determined necessary by the Dean or Director.
  - C. When a classroom observation is requested by the Faculty member, the Faculty member and Dean shall determine a mutually agreed upon date. In every case, results of the observation shall be written in the evaluation and provided to the Faculty member.

- D. Each teaching Faculty member shall be evaluated each semester by his/her students, and the results will be discussed with the Faculty member by the Faculty member's Dean or Director. The summary of these results will be distributed to the Faculty member in a timely manner.
  - E. The Dean or Director shall evaluate each Faculty member per the guidelines, quantitative measures and factors stated in section 4.E., Article 11. The Dean or Director shall provide a summative for each Faculty member evaluated based on this criteria. The Dean or Director shall also provide an overall evaluation of "meets requirements" or "needs improvement."
6. **Final Performance Evaluation.** The process shall be as follows:
- A. The Dean or Director will hold an evaluation conference with the Faculty member to discuss the completed evaluation including identification of deficiencies and suggestions for improvement.
  - B. The Faculty member shall have ten (10) working days to review and respond in writing to any comments placed in the evaluation. At the end of this ten (10) working day period, the Faculty member shall sign his/her evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the materials presented and any appended comments.
  - C. The evaluation will then be submitted to the next ranking supervisor for review, comments and signature.
  - D. If the next ranking supervisor adds comments, the Faculty member shall have ten (10) working days to review and respond to the additional comments if they choose. Thereafter, the evaluation will be forwarded to Human Resources who will provide the Faculty member a copy of the completed evaluation.
  - E. If the next ranking supervisor does not add any comments, the evaluation will be forwarded to Human Resources who will provide the Faculty member a copy of the completed evaluation.
7. **Performance Improvement Plans.** The Dean or Director shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty member's evaluation, and/or by prescribing a Professional Improvement Plan (PIP) if deficiencies are noted for overall performance. A Faculty member on continuing contract whose annual review indicates any area of concern related to Faculty responsibilities or evaluation criteria shall develop a PIP to address that concern in the following year. The PIP shall be developed and written by the Dean and approved by the Vice President for Academic Affairs/Provost. It shall include specific performance objectives and timelines designed to assist the Faculty in meeting the stated expectations.



If the next annual review indicates the objectives have not been addressed, a post-award evaluation will be required. This evaluation will be in addition to the regularly scheduled five (5) year post-award evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent concerns occur between five (5) year post-award evaluations.

8. **False Information in the Evaluation.** Any false information in the evaluation will be reviewed by the Vice President for Academic Affairs/Provost upon written request of the Faculty member. Such information will be removed if it is determined to be false by the Vice President for Academic Affairs/Provost.
9. **Faculty Qualified to Teach in More than One Discipline.** Faculty may be qualified to teach in more than one (1) discipline in the College. When more than one (1) division is involved, the Faculty member will be assigned to one (1) division as the “home” division and that Dean or Director will assume responsibility for the evaluation/assessment of the Faculty member. The secondary supervisor will provide input to the “home” division Dean or Director.
10. **Grievance of Evaluations.** The Faculty member may file a grievance alleging contract violations over the evaluation process, but may not file a grievance about the rating or content of the evaluation, with the exception of a false statement which may be grieved if not removed by the Vice President for Academic Affairs/Provost. Any such grievance shall be filed at Step 1 of the grievance process within ten (10) working days of receipt of the final evaluation from Human Resources.

## **ARTICLE 22**

### **TCC PHASED RETIREMENT PROGRAM (PRP)**

Effective upon ratification of this Agreement by the Union and the College, the College's Phased Retirement Program (PRP) shall terminate.

## ARTICLE 23

### WAGES

1. **Contract Period.** Faculty may be granted a nine-month contract or an extended contract in accordance with Article 13, Work Responsibilities.
2. **Extended Contract.** Faculty granted an extended contract shall be compensated at a rate twenty percent (20%) greater than the nine-month contract.
3. **Starting Salary.** A Faculty member's starting salary shall be based on the position for which they are hired, years of experience and academic degree as verified by Human Resources. Consideration will be given for specific skills or competencies, certifications and for positions that are proven hard to fill. Newly hired Faculty are ineligible for an extended contract except in cases where an institutional need exists. In such cases, the President shall have final approval.

The starting salaries for Faculty on a nine-month contract are as follows:

<b>STARTING SALARY</b>						
Academic Credentials	Less than 1 year of Experience	1 Year of Experience	2 Years of Experience	3 Years of Experience	4 Years of Experience	5 or More Years of Experience
Doctorate	\$46,050.00	\$46,694.80	\$47,339.60	\$47,984.44	\$48,629.20	\$49,274.00
Masters	\$43,243.00	\$43,848.40	\$44,453.80	\$45,059.20	\$45,664.60	\$46,270.00
Bachelors	\$41,177.00	\$41,753.40	\$42,329.80	\$42,906.20	\$43,482.60	\$44,059.00
Associate Degree and program specific credentials	\$39,785.00	\$40,023.80	\$40,262.60	\$40,501.40	\$40,740.20	\$40,979.00

Librarians are on a twelve-month contract. The starting salaries for Librarians are as follows:

<b>STARTING SALARY</b>						
Academic Credentials	Less than 1 year of Experience	1 Year of Experience	2 Years of Experience	3 Years of Experience	4 Years of Experience	5 or More Years of Experience
Doctorate	\$47,700	\$48,368	\$49,036	\$49,704	\$50,371	\$51,039
Masters	\$45,000	\$45,630	\$46,260	\$46,890	\$47,520	\$48,150

Additional consideration may be necessary for positions that are determined “hard-to-fill” due to market conditions, in cases where specialized credentials or experience are required, or other reasons. These situations will be determined based on an analysis conducted annually by Human Resources. Such analysis will be completed by January 31<sup>st</sup> of each year to be implemented July 1<sup>st</sup> of that year. Under these circumstances, the College is authorized to offer additional compensation of twenty percent (20%) of the starting salary, as outlined in the table above. The College will provide the Union with notice when such a situation occurs and will provide the Union with the analysis within two (2) weeks of its completion.

4. **Salary Adjustments.**

There will be no salary increases for fiscal years 2016-2017 and 2017-18.

Faculty shall receive a 2% increase to their base wage upon ratification of this Agreement or July 1, 2018, whichever is later.

Sixty-five thousand dollars (\$65,0000) will be earmarked for implementation of a one time pay adjustment to address the pay inversion/compression issue for Faculty members. The Union shall provide the College with its analysis of how this pay adjustment should be distributed.

5. **Salary Supplements for Supplemental Assignments.** College needs may necessitate that supplemental assignments be created. Supplemental assignments are beyond the Faculty member's regular position. When deemed necessary by the College, and approved by the Vice President of Academic Affairs/Provost in accordance with Article 13, Work Responsibilities, Faculty may receive supplemental assignments.

A salary supplement is a payment that temporarily augments the Faculty member’s base salary in exchange for undertaking the work of a supplemental assignment. When the special assignment ends, the salary supplement ends.

Payroll periods for supplemental pay shall correspond to regular pay dates during the period the supplemental work is performed.

Supplemental pay assignments may be continued, revised, added or deleted as work duties specified by these assignments are relevant to institutional needs.

- A. **Extra Teaching Assignment.** If eligible for an extra course teaching assignment pursuant to Article 13, Work Responsibilities, it shall be compensated according to the tables below. In healthcare programs, lecture classes will be paid at the appropriate credit or equivalent contact hour rate (“clock/contact hour rate”). Clinical and healthcare labs will be paid at the clock hour rate.

<b>Extra Teaching Assignment</b>		
<b>Academic Credential</b>	<b>Credit Hour Rate</b>	<b>Clock/Contact Hour Rate</b>
Doctorate	\$1,100	\$24.45
Masters	\$1,000	\$22.22
Bachelors	\$900	\$20.00
Associate Degree and program specific credentials	\$750	\$17.00

<b>Extra Teaching Assignment in Clinical or Lab Settings</b>	
<b>Academic Credential</b>	<b>Clock Hour Rate</b>
Doctorate	\$73
Masters	\$66
Bachelors	\$60
Associate Degree and program specific credentials	\$50

- D0 **Program Chair.** Program Chairs will be determined annually by the Vice President for Academic Affairs/Provost. Program Chairs shall receive a

\$2,000.00 stipend for each of the Fall, Spring and Summer semesters, if assigned, and their duties may extend beyond their contractual duty days. Total reassigned time shall not exceed forty percent (40%) of the regular contracted teaching load. Summer assignments as a Program Chair are dependent on institutional need.

E0 **Non-teaching Pay Assignments.** For Faculty members who provide leadership in a non-teaching capacity, and exceed their College Service requirements. Faculty must complete all obligations as set forth in Article 13, section 3., Work Responsibilities (e.g., instructional and office hours, professional development, College service, and Faculty advising), before they will be eligible to receive a Salary Supplement for a Non-Teaching Pay Assignment. The salary supplements are as follows:

<b>Non-teaching Pay Assignments</b>	
New Course Development	\$1,250
Academic Enrichment	\$2,500 per semester
Faculty Enrichment	\$1,250 per semester

The Addendum at the end of this Article entitled Non-Teaching Pay Assignments provides a listing of existing non-teaching pay assignments.

F0 **Directed Independent Study (DIS) and Continuing Education.** Full-time Faculty members who teach directed individual study (DIS) methods beyond their regular contracted teaching load shall be compensated per student per credit hour according to the table below. Classes with sixteen (16) or more students will be paid at the standard class rate.

Full-time Faculty members who teach continuing education classes that are aligned with their academic preparation and are beyond their regular contracted teaching load shall be compensated per student per credit hour according to the table below.

<b>Directed Independent Study and Continuing Education</b>	
<b>Academic Credential</b>	<b>Credit Hour Rate</b>
Doctorate	\$73
Masters	\$66
Bachelors	\$60
Associate Degree and program specific credentials	\$50

G. **Honors Module.** Full-time Faculty members who teach honors modules beyond their regular contracted teaching load shall be compensated \$250 for the first student and \$50 for each additional student. Classes with sixteen (16) or more students will be paid at the standard class rate.

F. **Pay Supplements Based on Class Size.** There will be no pay supplements based on the size of the class other than those identified for Directed Independent Study or Honors Modules, as listed in sections 5.D. and 5.E. above. The College maintains its management right to establish class sizes.

6. **Substitute Pay.** Substituting for another full-time Faculty member in their absence is considered a professional courtesy, but must pre-approved by the appropriate Dean. Full-time Faculty may only receive supplemental pay for substituting for another Faculty member if the time required exceeds two (2) consecutive class periods and requires instruction, including preparation or student meetings. If these factors apply, the Faculty member shall be compensated in accordance with the tables below.

<b>Substitute Pay</b>		
<b>Academic Credential</b>	<b>Credit Hour Rate</b>	<b>Clinical Hour Rate</b>
Doctorate	\$27	\$40
Masters	\$25	\$36
Bachelors	\$23	\$28
Associate Degree and program specific credentials	\$21	\$25

7. **Increase Pay for Additional Educational Degree Attainment.** Faculty who complete additional educational attainment above what is the minimum degree required for the Faculty member’s position may be eligible for an increase in base salary.

To be eligible, Faculty must have “meets requirements” on their most recent evaluation, and the additional educational attainment must meet at least one (1) of the following criteria:

A. Graduate degree from an accredited college or university in the assigned teaching field, subject to prior approval at department level and by the Vice President of Academic Affairs/Provost.

- B. Graduate degree from an accredited college or university in related fields, subject to prior approval at department level and by the Vice President of Academic Affairs/Provost.

Official transcripts must be furnished to the Office of the Vice President of Academic Affairs/Provost. A two percent (2%) pay increase to the base salary will be effective upon verification. Such pay increases will not be retroactive.

The salary increase shall be effective the first month following receipt of the official transcript by Human Resources. It is the employee's responsibility to obtain and submit the official transcript to Human Resources. Credit for educational attainment shall be granted only when an official transcript reflecting the degree is received in Human Resources. The processing of the increase will be effective with the pay period following receipt of the required documentation by Human Resources.

- 8. **Certifications and Graduate Course Attainment.** The College may pay for certain professional licenses, certifications, or additional graduate course(s) beyond a Faculty member's existing professional degrees when the following criteria are met:

- A. Earning a professional license or certification directly related to, required for, or specifically recognized in a Faculty member's teaching area or field of expertise, subject to prior approval at the department level and by the Vice President of Academic Affairs/Provost.
- B. Attaining up to eighteen (18) graduate hours above a Faculty member's existing graduate degree in order to teach in another discipline, per SACSCOC standards, and as deemed necessary by the College and pre-approved by the Vice President of Academic Affairs/Provost.
- C. The Faculty member agrees in writing to remain employed by the College for one (1) academic year following completion of the professional license, certification or additional graduate courses. The Faculty member must also agree in writing that if he or she does not remain employed by the College for one (1) academic year following completion of the professional license, certification or additional graduate courses, that the Faculty member will repay the College for the cost of attaining the professional license, certification or additional graduate courses.

No pay raise is associated with the attainment of professional licenses or certifications or additional graduate hours above the Faculty member's existing graduate degree, except for additional educational degree attainment pursuant to section 7 of this Article.



9. **Pay Dates.** All College employees shall be paid on a monthly basis. Pay dates for all employees shall be the last College business day (Monday - Friday) of each month, unless otherwise established by the Vice President of Administrative Services and Chief Business Officer.

**ADDENDUM TO ARTICLE 23 WAGES**  
**NON-TEACHING PAY ASSIGNMENTS**

Course Development	Academic Enrichment	Faculty Enrichment
Creation of a fully online or hybrid format	Eyrie	Faculty Coordinator – Service Learning
Preparing courses that have never been offered at TCC for appropriate delivery mode	Theatre	Faculty Coordinator – African Drum & Dance Ensemble
Creation of a Lab Manual	Model UN	Faculty Coordinator – FYE
New Curriculum Development	Honors	Faculty Coordinator – Council Leadership
OER Creation (not using existing resources)	Forensics Debate Coaching	Faculty Coordinator – Adjunct Facilitation (ATALS, AFAP)
	Talon	Faculty Coordinator – New Faculty Seminar or Orientation Facilitation
	Model UN	Faculty Coordinator -- TCC Online; CPE
	Phi Theta Kappa	Student Peer Tutoring Coordination
	Global Gateway	Training Coordination (Development and Delivery)
	Brain Bowl	
	QEP	

## ARTICLE 24

### INSURANCE BENEFITS AND LEAVE

1. **Participation on College-wide Committee.** The Union may submit the names of fifteen (15) individuals to the Vice President of Academic Affairs/Provost for inclusion on any College-wide committee to review benefits. The College will guarantee the selection of at least two (2) of the individuals submitted by the Union.
2. **Insurance Benefits.** Board policy sets forth insurance benefits for employees. Faculty members shall be entitled to receive the same types of insurance, including the same scope and level of benefits and coverage for Health and Major Medical Insurance and Life Insurance as that provided to full-time, Classified Staff of the College for the plan year beginning January 1, 2018. The College will contribute 100 percent towards the monthly premium for the HMO health insurance plan offered by the College. The employee is responsible for any amounts for premiums associated with a plan selected by the employee that is more than the HMO plan. Should the monthly premium for the single employee HMO plan decrease to an amount below the HMO plan, the College will only be responsible for contributing the lower amount and the employee will be responsible for any additional premiums above the lower amount that is associated with the plan selected by the employee.
3. **Life Insurance.** The College shall provide life insurance in the amount equal to two times the base salary for the annual contract of the Faculty member up to a maximum coverage amount of \$200,000. Faculty may purchase, at their expense, additional coverage as offered by the carrier; up to \$20,000 in life insurance on their spouse; and up to \$10,000 on their children from age 6 months to 25 and up to \$500.00 on their children from 14 days to 6 months. Payroll deductions shall be used for the payment of any insurance premiums not covered by the College's contribution.
4. **Supplemental Insurance Plans.** Faculty members shall be entitled to participate in any supplemental insurance plans authorized by the College.
5. **Tuition Reimbursement.**
  - A. **TCC Classes for Faculty.** Faculty may register at the College for up to six (6) credit hours (or its equivalent) per semester without payment of resident per credit hour fees. This does not include additional fees such as lab fees or other special fees. Faculty must meet the admission requirements of the course and must have the prior approval of their immediate supervisor before registering for any course. Faculty must have completed six (6) months of continuous service at the College to be eligible.

- B. **TCC Classes for Spouses and Dependents of Faculty.** Spouses and dependents of Faculty (who are under the age of 24) may register at the College for up to six (6) credit hours (or its equivalent) per semester without payment of resident per credit hour fees. This does not include additional fees such as lab fees or other special fees. Spouses and dependents must meet the admission requirements of the course. Faculty must have completed six (6) months of continuous service at the College for their Spouses or dependents to be eligible.
6. **Employee Assistance Program.** The College shall provide an Employee Assistance Program in which one or more consultations for a medical, mental, family, financial, or substance abuse problem shall be provided. Notice of availability of the program, including an explanation of services offered, will be provided by the Human Resources Department to all Faculty no less than once annually.
  7. **Retirement Plans and Tax Sheltered Annuities.** Retirement plans include the Florida Retirement System (“FRS”) Pension Plan and the FRS Investment Plan. The College also offers the Community College Optional Retirement Plan. Faculty also have the option to contribute on a voluntary basis to a 457b and/or a ROTH 403b deferred compensation options.
  8. **Faculty use of Facilities.** Faculty are eligible to use athletic facilities, the Library, Learning Resource Centers, and wellness programs. Faculty may rent certain facilities at a reduced rate.
  9. **Parking.** Faculty are provided with parking at no cost.
  10. **Annual Leave.** Pursuant to Board Policy 04-28, teaching Faculty do not receive annual leave; Librarians do receive annual leave.
  11. **Sick Leave.** Faculty are provided with sick leave, as set forth in Board Policy 04-29. Payment for unused sick leave upon separation from employment is set forth in section C. of Board Policy 04-29. A sick leave pool is also available, as set forth in Board Policy 04-30.
  12. **Personal Leave.** Personal leave for Faculty is set forth in Board Policy 04-31.
  13. **Leave of Absence without Pay.** Leave of Absence without Pay for Faculty is set forth in Board Policy 04-32. This policy also covers the continuance of benefits while on leave without pay.
  14. **Administrative Leave.** Administrative leave for Faculty is set forth in Board Policy 04-33.
  15. **Military Leave.** Military leave for Faculty is set forth in Board Policy 04-36. The College will comply with all state and federal laws regarding military leave.

16. **Family Medical Leave.** Family Medical Leave for Faculty is set forth in Board Policy 04-40.
17. **Domestic Violence Leave.** Domestic Violence Leave for Faculty is set forth in Section 741.313, Florida Statutes.
18. **Referenced Leave Policies.** The College's leave policies that are cited in this Article are incorporated by reference. Any proposed modification to the College's leave policies outside of collective bargaining would not be applicable to Faculty. Any alleged violation of the policies referenced in this Article are subject to Article 8, Grievance and Arbitration.

## ARTICLE 25

### INTELLECTUAL PROPERTY

The College creates and supports an intellectual environment in which College employees are free to create and collaborate in the development of scholarly and creative works, educational materials, and other intellectual property. Such development activities increase professional knowledge, provide creative models for students, and bring recognition to the individuals and the College.

1. **Materials subject to copyright and patent.** In general, the materials subject to copyright and patent shall be divided for discussion purposes into the following major categories:
  - A. Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic designs, musical arrangements and compositions, dramatic compositions, tests and other relevant materials which are usually covered by copyright laws.
  - B. Technological materials such as computer programs, computer-controlled multimedia including videodiscs, CD ROMS, etc., and television related materials, such as educational materials and video programs developed and released through cable television, open broadcast television, videocassette and the like, all of which are normally covered by copyright laws.
  - C. Scientific products and discoveries, which are usually subject to patent as opposed to copyright laws.
  - D. All materials covered by this Article shall be interpreted under one of the above categories.
2. **Determination of Rights.** To determine the disposition of rights to copyrightable materials and patents developed by Faculty, such rights shall be interpreted within the framework of the categories listed below:
  - A. **Individual Effort.** Right to copyrightable materials or patents that are generated as a result of individual initiative and not as a specific College assignment shall reside solely with the author or inventor. This includes materials generated with the incidental use of College facilities and/or resources.
  - B. **College Assisted Individual Effort.** When the College provides support of an individual effort resulting in copyrightable materials or patents by contributing Faculty time, facilities and/or other College resources, the College is entitled to certain rights and privileges as listed below.

- i. The College shall be granted a royalty-free license to make full use of all products and processes so developed pursuant to this section.
    - ii. The College shall recover all costs, supported by detailed records on time and materials.
    - iii. Generally, copyrights and patents shall be held in the name of the College Faculty member concerned, but agreements between the Faculty member and the College may create other rights and responsibilities, including joint ownership.
  - C. **College Initiated and Supported Efforts.** Ownership of copyrightable material or a patent relating to materials or processes identified above, developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College, shall reside with the College. Under special circumstances, the College may share royalty income with the author or inventor upon recommendation by the College and approval by the Board of Trustees.
  - D. **Sponsor Supported Efforts.** Faculty who produce copyrightable material or a patent under sponsor-supported projects shall be governed by the specific terms and conditions of the applicable sponsorship contract. Faculty are responsible for determining, in advance, the terms of sponsorship and executing a Copyright/Patent Royalty Agreement with the sponsor.
3. **Royalty Income.** Royalty income from copyrighted materials and patents shall be distributed as listed below.
- A. **Individual Effort.** Income derived from materials and patents produced from the individual initiative of College Faculty, as defined above, shall accrue solely to the author or inventor.
  - B. **College Assisted Individual Effort.** Income derived from individual efforts which are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor. However, repayment to the College must be made by the individual(s) concerned, as outlined above, which also outlines the other rights of the College in these cases. The above holds in all cases except those in which the individual(s) request, and the College agrees to permit the College's name to be used in connection with the product or process and also agrees to market or assist in acquiring a marketing source for the product or process. In these cases, royalties shall be shared with the College receiving twenty-five (25%) percent and the individual(s) receiving seventy-five (75%) percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent that specifies an alternative sharing of royalties.

- C. **College Initiated and Supported Efforts.** When copyrighted material or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived therefrom. In specific instances, where an exceptional individual-initiative product results, and only after College recommendation and approval by the Board of Trustees, portions of income derived therefrom may be shared between the College and the author or inventor. Such efforts shall be determined on a case-by-case basis.
  - D. **Sponsor Supported Efforts.** Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Income derived from copyrighted materials or patents shall be disbursed in accordance with stated College policies when the contract or grant document is silent as to disbursement of royalties or times of value.
4. **Dispute Resolution.** Disputes between the author(s) of a work and the College are grievable in accordance with Article 8 Grievance Procedure.



## **ARTICLE 26**

### **STUDY ABROAD OR DOMESTIC TRAVEL COURSES**

1. Study abroad and domestic travel courses must be supported by the Dean, applied for via the Global Education Council, and approved by the Vice President for Academic Affairs/Provost. Travel must occur during non-teaching periods during the semester or session the course is offered (i.e., Spring break, mid-semester, Summer, as appropriate).
2. Study abroad and domestic student travel courses shall be held to the same enrollment requirements as other courses offered by the College. The Vice President for Academic Affairs/Provost shall determine when and if a course shall be offered and/or cancelled.
3. Study abroad and domestic travel courses may be taught as part of the Faculty member's regular teaching load or as an extra teaching assignment at the compensation rates established in Article 23 Wages. Faculty expenses shall be reimbursed in accordance with College policy and if approved by the Vice President for Academic Affairs/Provost. No additional compensation will be granted to the Faculty member.

## **ARTICLE 27**

### **DISCIPLINE**

Faculty shall be subject to discipline according to the nature and severity of the offense, for conduct that violates reasonable standards of conduct which include, but are not limited to, the following:

- A. Incompetence, negligence or inefficiency in the performance of duty;
- B. Conviction of a criminal offense or of a misdemeanor involving moral turpitude;
- C. Violation or disobedience of any regulation, order or directive;
- D. Offensive, profane or abusive conduct or language toward the public, supervisors or employees;
- E. Insubordination or disrespect toward supervisors;
- F. Violation of any of the College's Policies or Procedures, including the Civility and Mutual Respect policy;
- G. Engaging in discrimination or harassment based upon any legally protected status;
- H. Attempting to induce any officer or employee of the College to commit an act in violation of any of the College's Policies or Procedures;
- I. Being antagonistic toward superiors or fellow employees, criticizing orders, rules or policies, or other conduct which interferes with the efficient operation of the College;
- J. Excessive absences, tardiness or abuse of leave privileges;
- K. Reporting for work under the influence or being at work under the influence of alcohol or illegal or controlled substances. Being in possession of alcohol or illegal or controlled substances during working hours and/or the sale or use of same during working hours and/or on College property;
- L. Careless or negligent use of College property;
- M. Theft, misplacement, or misuse of equipment, material, property or money of the College, the public, or of other employees;
- N. Falsification of official documents;

- O. Failure to report for duty after a leave of absence has expired;
- P. Use, threat to use or attempt to use political influence in securing any benefit;
- Q. Unauthorized release of confidential information;
- R. Violating safety rules or accepted safe practices;
- S. Possession of weapons or firearms during working hours and/or on College property at any time; and,
- T. Engaging in any other actions which are determined by the President or his designee to be sufficient cause for disciplinary action.

A written oral warning and written reprimand may be appealed in writing to the Vice President for Academic Affairs/Provost or his/her designee whose decision is final. The employee may submit a written rebuttal to the College's final decision. Such rebuttal shall be part of the employee's personnel file.

The appeal process for a suspension or dismissal is addressed in Article 8 Grievance and Arbitration Procedure.

The pre-disciplinary process is set forth in College Policy 05-16.

## ARTICLE 28

### REDUCTION IN FORCE

A reduction in force may require the separation, involuntary demotion or reassignment of employees covered by this bargaining unit. The decision to reduce the work force of employees covered by this bargaining unit cannot be grieved under Article 8, Grievance and Arbitration Procedure.

Personnel who are to be laid-off will be identified and notified as soon as possible. A minimum of two (2) weeks' notice shall be required.

1. **Reduction in Force Criteria.** The following criteria will be utilized in the event that it becomes necessary to reduce personnel:
  - A. The needs of the College community;
  - B. Employee's Faculty rank, years in rank, and years at the College as a full-time Faculty member within the bargaining unit, and the highest in-field degree/credential;
  - C. Employee performance as determined by existing evaluations\*;
  - D. Educational qualifications and/or expertise in assigned position(s); and
  - E. Relevant work experience.

\*Incorporated with the above criteria for reduction are the working definitions of the evaluative criteria as stated in the Florida Board of Education Rules.

The College will establish the layoff unit, including but not limited to department, program, campuses, disciplines, and sub-disciplines. The employee with the lowest rank in the specified work unit or program would be laid off, unless the College can demonstrate that the other Reduction-in-Force Criteria outweigh rank.

An individual whose position has been eliminated may be offered immediate placement into a vacancy for which the individual is equally qualified in another department or program. In the event such an offer of reemployment is not accepted, the employee shall receive no further consideration for reemployment pursuant to this Policy.

2. **Employment Recall.**
  - A. A recall list shall be valid for two (2) years.

- B. All persons on the recall list should regularly review the posted College position vacancy announcements. Should a vacancy occur at the College, the employee must apply to receive consideration.
- C. Any offer of reemployment pursuant to a reduction in force must be accepted within fifteen (15) days of the date of the offer. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration for reemployment pursuant to the recall provisions set forth in this Policy.
- D. An employee who held a continuing/permanent status appointment on the date of termination by reason of layoff shall resume the continuing/permanent status appointment upon recall.
- E. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

## ARTICLE 29

### **SEVERABILITY AND PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS**

1. Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).
2. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor agreement.

**ARTICLE 30**

**DURATION**

This Agreement shall become effective upon ratification by the Union and the College and shall remain in effect until June 30, 2019.

This Agreement was ratified by the UFF on September 13, 2018.

This Agreement was ratified by the Board on October 22, 2018.

**UNITED FACULTY OF FLORIDA**

**TALLAHASSEE COMMUNITY COLLEGE**

\_\_\_\_\_  
Jen Robinson  
President

\_\_\_\_\_  
Jim Murdaugh, Ph.D.  
President

\_\_\_\_\_  
Martin Balinsky  
Vice-President  
Co-Chief Negotiator

\_\_\_\_\_  
Karen B. Moore  
Chair

\_\_\_\_\_  
Tom Wazlavek  
Service Unit Director  
Chief Negotiator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_