

ARTICLE 148

FACULTY CONTRACTS DUTIES AND RESPONSIBILITIES

~~Section 1.— Faculty contracts for the academic year will be offered in the categories listed below.~~

~~Section 2. Librarians and Counselors will be assigned contracts for 213 days for 2006-07 and 202 days for 2007-08. (Combination of Fall and Spring, and either Summer A or Summer B or some combination thereof coordinated through the Academic Dean for Learning Resources.). Any change in contract length will be by mutual consent.~~

~~Section 3.— Instructional unit members will be assigned one of the following contract lengths:~~

~~a. A contract for fall and spring term consisting of 170 days. Note: Those unit members on a 170-day contract in 2005-06 will have the option for 2006-07 and/or 2007-08 of moving to a 178-contract. See Article 10, Section 1 a, 1 b. Notification must be made to the Campus Provost by August 31st. Once this option is exercised, it is irrevocable. In the year 2008-09, all unit members remaining on 170-day contracts will be moved to 178-day contracts (see Article 10, Section 1, a, 1. b).~~

~~b. A contract for fall term and spring term consisting of 178 days.~~

~~c. A contract for the fall or spring term, both summer A and summer B, plus additional days required for special needs such as Health Sciences, consisting of 178.~~

~~d. A contract for fall term and spring term, plus additional days required for special needs such as Health Sciences, consisting of 188 days.~~

~~e. A contract for the fall term and spring term, plus a summer teaching assignment in summer term A or summer term B, consisting of 208 days.~~

~~The College may also grant 30-day contracts (at regular daily rates) for faculty on 178, 188, or 208-day contracts who teach a summer term.~~

~~Regardless of contract lengths, all instructional unit members will adhere to Article 20 Section 2 of this contract.~~

~~Section 6. Any bargaining unit member who desires an overload teaching assignment may submit a written request to the appropriate Dean or Campus Provost as applicable, with an informational copy to the Department Chair. Such requests by unit members will be considered prior to making instructional assignments to adjunct faculty. Should an immediate supervisor (Dean or Campus Provost) select an adjunct faculty member for overload assignment over an equally qualified unit member, the unit member, if dissatisfied, will be entitled to a conference with the immediate supervisor (Dean or Campus Provost).~~

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

~~Section 7. The bargaining unit recognizes the desirability of its members assisting with the retention of students who give evidence of becoming dropouts from the program. This includes but is not limited to such activities as contacting students who are in danger of failure, early referral of such students to guidance counselors and/or learning labs, counseling sessions with individuals or small groups of students, special tutoring sessions, etc.~~

ARTICLE 20

FACULTY SCHEDULES

Section ~~8.1-~~ – Intent

The professional obligation of faculty is comprised of both scheduled and non-scheduled activities. The Board and the UFF-BCC recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. The parties recognize that, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other activities are more appropriately performed in a manner and place determined by the faculty member.

Section ~~8.2-~~ –Faculty Workweek

~~A. Full-time faculty members are responsible for 35 hours per week. Ten of these hours may be accounted for at a location other than the College.~~ Full-time instructional faculty members will account for a minimum total of twenty-five (25) weekly in-class hours and advisement-office hours combined. Instructional faculty members shall teach fifteen (15) classroom contact hours per week in each of Fall and Spring Terms, or an equivalent, unless on approved leave. Each term shall consist of an average of eighty potential class and exam days spanning not more than seventeen (17) weeks, or a total of not more than 165 scheduled class days. Work responsibilities for all faculty shall not normally exceed thirty-five (35) hours per week. Faculty Faculty will be required to participate in scheduled departmental, discipline, and college-wide or campus activities and perform any other duties required to fulfill their instructional or programmatic obligations as indicated further in this article. A faculty member's workweek shall not exceed five consecutive calendar days, unless waived by the faculty member.

~~B. Librarians and counselors will account for their weekly hours as approved by their immediate supervisor. Total hours shall not exceed thirty-five (35) hours per week, or an average of seventy (70) hours per pay period. must be consistent with their contract based on a typical 8-hour work day (202 days x 8 hours = 1616 annual hours). For every 40 hours worked, Up to 2.5 hours each week~~ may be worked at a location other than the college ~~for a total of 101 hours annually.~~

~~1. Article 9, Section 6. The workweek for counselors and librarians shall be forty (40) hours. This~~ Each workday will include a thirty (30) minute rest period each day. This thirty (30) minutes which may be scheduled, at the discretion of the counselor, or librarian faculty member, in two fifteen (15) minute increments or in one thirty (30) minute period.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

~~The schedules for librarians and counselors will include the break specified in Article 9, Section 6 and the option to schedule 1½ hours per week for personal fitness to be utilized at a campus physical fitness facility. A maximum of 30 minutes of physical fitness may be scheduled on any workday.~~

2. Schedules for librarians and counselors will allow for some degree of flexibility to attend meetings, sponsor organizations, and participate in campus or college wide projects and initiatives. Schedules may be modified in order to perform these duties, to provide adequate coverage or to provide compensatory time for activities already performed during a previous pay period. Counselors and librarians who provide online instruction or advising more than 2.5 hours per work, shall work with his/her immediate supervisor to establish a schedule that allows these duties to be performed at a location other than the college. A library faculty member's workweek shall not exceed five consecutive calendar days, unless waived by the faculty member.

Section 8.3 – Faculty Contract Length

The typical academic contract year shall be defined as fifteen (15) weeks of class and (1) week of final exams for a total sixteen (16) week semester in each of Fall and Spring Terms, not more than five (5) in-service days in an academic year, and one graduation ceremony per year, less specified holidays, not to exceed 165 days. This shall be a Basic Academic-Year Contract.

A. Except as hereinafter provided for librarians, counselors, accredited Health Sciences programs, and other programs requiring faculty presence in a summer session, a full time faculty member will be awarded a Basic Academic-Year Contract with an average teaching load requirement of 150-points per major semester for a total of 300-points per academic year.

1. The Administration will notify each faculty member by April 1 whether the next contract will be a Basic Academic-Year (165-days), a Extended-Year, or Twelve Month Contract for the following academic year(s).

2. Except where faculty member is seeking tenure, the notice date shall be consistent with Article 11.1, C.

3. All faculty member salaries shall be based upon the Basic Academic-Year Contract with any additional workdays prorated at the daily-rate of pay.

B. Faculty members in certain Health Science Programs and other programs requiring regular instructional duties in a summer session shall receive an Extended-Year Contract. Librarians shall receive an Extended-Year Contract of at least 189-days to provide adequate staffing. Counselors may receive an Extended-Year Contract if they are needed more than 165-days to provide adequate staffing.

1. The duration of the Extended-Year Contract shall be based upon the Basic Academic-Year contract with the addition of summer duty days necessitated by the actual Program length.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

2. Determination of duty days shall be made by the supervising administrator in consultation with the faculty member and Department Chairperson and/or Program Manager.

3. Salary for an Extended-Year Contract shall be calculated by pro-rating the Basic Academic-Year Contract. Daily-rate of pay shall be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165. This daily-rate shall be multiplied by the actual number of days in the Extended-Year Contract to determine the revised annual salary.

C. Faculty members may be awarded a Twelve-Month Contract when assigned to temporary duty performing primarily non-instructional duties.

1. A Twelve-Month Contract may be awarded for such activities as SACS preparation, special committee assignments, or other activities requiring year-round responsibilities.

2. A Twelve-Month Contract shall not be awarded for duty in an administrative position.

3. Typically, a faculty member on a Twelve-Month Contract will work a thirty-five (35) hour workweek inclusive of all normal workdays, not including official College holidays.

4. Salary for a Twelve-Month Contract shall be calculated by pro-rating the Basic Academic-Year Contract. Daily-rate of pay shall be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165. This daily-rate shall be multiplied by the actual number of days in the Twelve-Month Contract to determine the revised annual salary.

Section 8.4 – Instructional Faculty Responsibilities

A. Office Hours are scheduled times when a faculty member shall be available in their office, or other suitable location provided for in this agreement or otherwise approved by their supervising administrator, for one-on-one consultations with students in a non-class setting, to provide instructional, program, or similar assistance to students as needed.

1. Each faculty member shall post and maintain ten (10) office hours per week as part of their contractual requirement

a. At least one-half of the office hours must be in minimum increments of thirty (30) consecutive minutes over a period of not less than four (4) days. In exceptional circumstances, the immediate supervising administrator may allow deviations from the four (4) day requirement.

b. The other office hours may be held in ten (10) minute increments.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

c. If held in the classroom between classes, the faculty member must be assigned to that classroom during the class time immediately before and after the office quarter hour.

d. The availability and location of these office hours shall be provided in writing to the students and supervising administrator by the end of the second week of classes. If the location is to be at any place other than the faculty member’s office or in a classroom between classes, the faculty member and the immediate supervising administrator will agree upon the location.

2. Each faculty member shall be available by appointment for one (1) additional office hour for each thirty (30) overload-points or major part thereof. If no appointment requests are made, there is no obligation to provide these additional hours.

3. If a student must schedule an appointment at a mutually agreeable time other than during a scheduled office hour, the faculty member may post a notice to students, with a copy to the supervising administrator, that the faculty member has cancelled equivalent office hours during that week.

4. Instructors who teach Health Sciences courses requiring clinicals will be permitted to account for up to 50% of ~~advisement office~~ hours at the clinical site in addition to required clinical instruction hours.

5. All faculty members may schedule up to a maximum five hours of office time online and/or at a location other than the College. Instructors who teach ~~online distance learning~~ courses will be permitted to do one (1) additional account for on-campus, advisement and in-class office hours- for each three (3) credit course at a location other than the College, according to the following schedule:

<u>Course Credit Hours</u>	<u>Advisement Hours</u>	<u>Total Hours</u>
<u>1</u>	<u>1</u>	<u>2</u>
<u>2</u>	<u>1</u>	<u>3</u>
<u>3</u>	<u>2</u>	<u>5</u>
<u>4</u>	<u>2</u>	<u>6</u>
<u>5</u>	<u>2</u>	<u>7</u>

6. In the event that an instructional load is completely comprised of online courses, the faculty may account for all in-class, ~~advisement~~, and on campus hours at a location other than the college.

B. Faculty members shall instruct students in conformance with the material listed in the discipline-approved course profiles and as defined by the College catalog course descriptions. The faculty member shall present the course content in such a manner as to provide students with

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

an opportunity for success. In addition, an instructional faculty member shall respect and encourage the germane expression of opinions by students.

C. Faculty members shall provide accommodation to students with disabilities when the student provides the required notice to the faculty member at the earliest possible opportunity. The faculty member shall not be responsible for failure to provide accommodation prior to the receipt of written notice from the student.

D. Faculty members shall develop a syllabus and distribute it to students by the end of the second week of class. The syllabus shall include the following: course title, course prefix/number, credit hours, instructor name, instructor office hours and location, telephone number, course meeting time, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (e.g., lecture, audio visuals, small group discussions, quizzes, etc.), course objectives as officially established for the course, tentative lecture/course schedule, and other requirements as needed by the individual instructor.

E. Faculty members shall review the results of any student course opinion surveys at the conclusion of each term for the purpose of self-improvement and course updates.

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

G. Instructional faculty members shall also fulfill other professional obligations, terms, and conditions for all faculty as detailed throughout this Article.

Section 8.5 – Library Faculty Responsibilities

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

A. Library faculty members shall mutually determine their schedules as may be necessary to meet staffing requirements as determined by the supervising administrator and within the provisions of Sections 8.2 and 8.3 of this article. The actual days worked will not necessarily coincide with those worked by a full-time instructional faculty member. Except by mutual agreement, library faculty members will receive a minimum of eight (8) consecutive weeks off, during which (s)he will not be on duty at the discretion of the library faculty member..

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

B. Library faculty members may teach all or part of a course as part of their contractual duties.

1. Courses may be for credit or non-credit, seminars, workshops, or portions of conferences or in-service opportunities.
2. Courses shall be limited to research, library skills, or similar content relevant to library services.
3. Library faculty shall be permitted up to one (1) hour of preparation time for each one (1) hour of class time.
4. Such teaching and preparation shall not interfere with the scheduling of the faculty member's other library duties.
5. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, library faculty shall also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.

C. The salary of library faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when librarians may be required to work hours beyond the normally-required thirty-five (35) hours per week to perform the employee's job, librarians will be entitled to receive additional compensation as follows:

1. When the librarian is required to work in excess of thirty-five (35) hours in the workweek.
2. When the librarian's supervising administrator approves of the extra hours worked.
3. When given, the extra compensation shall be one (1) hour of compensatory time off for each hour actually worked in excess of thirty-five (35) hours per workweek. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used in coordination with termination. Time spent teaching overloads or in connection with overloads is not considered extra time worked under this Section.

D. Library faculty members shall also fulfill other professional obligations, terms, and conditions for all faculty as detailed throughout this Article.

Section 8.6 – Counselor Faculty Responsibilities

The primary responsibility of a counseling faculty member is to engage in activities directly related to counseling. To be in compliance with the requirements of the Southern Association of Colleges and Schools and other accrediting agencies, each counseling faculty member must satisfy the minimum certification requirements established by those agencies. The

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

Administration shall provide the necessary support services and personnel to enable each counseling faculty member to perform his responsibilities.

A. Counseling faculty members shall mutually determine their schedules as may be necessary to meet staffing requirements as determined by the supervising administrator and within the provisions of Sections 8.2 and 8.3 of this article. The actual days worked will not necessarily coincide with those worked by a full-time instructional faculty member. Except by mutual agreement, library faculty member will receive a minimum of twelve (12) consecutive weeks off, during which (s)he will not be on duty.

B. Counseling faculty members may teach all or part of a course as part of their contractual duties.

1. Courses may be for credit or non-credit, seminars, workshops, or portions of conferences or in-service opportunities.

2. Courses shall be limited to student success, test-taking skills, study skills, or similar content relevant to counseling and student success.

3. Counseling faculty shall be permitted up to one (1) hour of preparation time for each one (1) hour of class time.

4. Such teaching and preparation shall interfere with the scheduling of the faculty member's other counseling duties.

5. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, library faculty shall also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.

C. The salary of counseling faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when librarians may be required to work hours beyond the normally-required thirty-five (35) hours per week to perform the employee's job, librarians will be entitled to receive additional compensation as follows:

1. When the counselor is required to work in excess of thirty-five (35) hours in the workweek.

2. When the counselor's supervising administrator approves of the extra hours worked.

3. When given, the extra compensation shall be one (1) hour of compensatory time off for each hour actually worked in excess of thirty-five (35) per workweek. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

in coordination with termination. Time spent teaching overloads or in connection with overloads is not considered extra time worked under this Section.

D. Counseling faculty members shall also fulfill other professional obligations, terms, and conditions for all faculty as detailed throughout this Article.

Section 8.7 – Additional Professional Obligations

A. Faculty members shall be required to attend no more than five (5) in-service days per year under a Basic Academic-Year Contract and no more than six (6) in-service days under an Extended Extended-Year Contract. An in-service day is a district-wide contractual day of service scheduled on a non-teaching day.

B. Faculty members shall participate with other faculty members in their discipline to develop, revise and implement courses or programs as needed.

C. Faculty members shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, and maintaining professional competence. Faculty shall participate in an early alert program for students at risk.

D. Faculty members shall attend academic curriculum cluster meetings when scheduled by at least five (5) working days' prior notice, unless the faculty member has a previously scheduled College or academic related commitment, or a medical appointment, or is on approved leave.

E. Faculty members shall attend all required, scheduled district-wide meetings, campus-wide meetings and those area meetings called by an immediate supervising administrator pertaining to College matters, unless on approved leave or with authorization from his immediate supervising administrator. The Administration shall use best efforts to provide the faculty member with sufficient notice prior to scheduled meetings. The Administration recognizes that regularly scheduled class assignments that may interfere with the faculty member's attendance constitute authorized leave from attending such meetings. On designated in-service days, a faculty member shall engage in professional activity that is approved by the Administration.

F. Faculty members are expected to participate in College and educational committees, community groups and professional organizations.

G. Faculty members shall periodically establish goals and provide self-assessments as part of their regular evaluation process as provided in Article 9.

Section 1H. Both the UFF-BCC and Employer recognize the quality of student activities is enhanced by faculty participation and support. Faculty members are encouraged to support student activities by attendance at student presentations, sports events and graduation ceremonies. Unit Faculty members also are encouraged to serve as sponsors for student clubs and activities.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

~~Section 2I. Unit Faculty~~ members who are on continuing contract will attend one graduation ceremony per year in regalia unless properly excused.

~~If a faculty member is not scheduled for a work day on the day of ceremony, attendance at the ceremony will be regarded as fulfilling half a work day. Those faculty who are scheduled for a work day will receive credit towards the work week requirement specified in Article 20, Section 2. The College will take responsibility for making arrangements to have proper regalia available~~

~~schedule 1½ hours per week for personal fitness to be utilized at a campus physical fitness facility. A maximum of 30 minutes of physical fitness may be scheduled on any workday. Section 6. Any bargaining unit member who desires an overload teaching assignment may submit a written request to the appropriate Dean or Campus Provost as applicable, with an informational copy to the Department Chair. Such requests by unit members will be considered prior to making instructional assignments to adjunct faculty. Should an immediate supervisor (Dean or Campus Provost) select an adjunct faculty member for overload assignment over an equally qualified unit member, the unit member, if dissatisfied, will be entitled to a conference with the immediate supervisor (Dean or Campus Provost).~~

~~Section 7. The bargaining unit recognizes the desirability of its members assisting with the retention of students who give evidence of becoming dropouts from the program. This includes but is not limited to such activities as contacting students who are in danger of failure, early referral of such students to guidance counselors and/or learning labs, counseling sessions with individuals or small groups of students, special tutoring sessions, etc.~~

Section 8.8 – Other Terms and Conditions

A. The Administration may utilize scheduling variations to meet the needs of students, which may include such variations as one-week courses, five-week courses, seven-week courses, ten-week courses, weekend courses or any similar scheduling variations. The College may schedule classes of varying length during the summer.

B. The Administration may require an instructional faculty member assigned to a program involving affiliates or off-campus sites to work on a Board-approved holiday to meet the schedule established by the affiliate or other off-campus entity. However, the Administration will work with such affiliates and off-campus sites to schedule such assignments on College workdays. The Administration will make every reasonable effort to schedule the faculty member's contractual days within consecutive weeks. However, a faculty member on a Basic Academic-Year Contract whose contractual days are so adjusted shall receive a period of at least eight (8) consecutive weeks each contractual year in which he is not on duty unless waived by the faculty member.

~~Section 3C.~~ Faculty with a multi-campus assignment as part of their regular duties will be reimbursed for travel from one campus to another if necessary within the same work day. Faculty required to travel for other purposes will be reimbursed as provided in College Procedures.

~~Section 4D.~~ Unit members will certify time worked during each pay evaluation period. This certification will be accomplished using the wording appropriate performance evaluation form

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities**Previously: Articles 14, 20, 21, 22, 27 and new language**

found in ~~the a~~Appendix ~~C~~ and submitted to the immediate supervisor, pursuant to State Auditor's recommendation. It is understood that all College employees, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.

~~Section 5. Unit members not serving as of September 30 of each contract year on at least one college-wide, campus, divisional, or advisory committee, or on the UFF executive committee or on the UFF bargaining team, or as a club sponsor/coach of a college-approved club/sport who is not receiving a supplement for those duties, may be placed on the list of those eligible to monitor the CLAST test without additional compensation on their assigned campus. It shall be understood that such service will be counted as part of the unit member's 25-hour posted schedule for the week of CLAST administration. Unit member and Administrative/Professional personnel assignments for each CLAST test shall be equal in number, providing that no unit member may be required to administer more than one CLAST test during an academic year. Unit members shall be notified of this service at least 21 days prior to any CLAST test. In the case of the October test, the notice shall be given at least 7 days in advance.~~

Section 8.9 – Instructional Faculty-Load Point System

A. To facilitate calculation of various combinations of credit hours and contact hours in various classroom, laboratory, clinical, workshop, studio, and other settings, and courses taught as overload by library and counseling faculty, courses will be assigned point values. The source for course credit hour and contact hour equivalents is 6A-10.033 FAC (Postsecondary Credit Definitions). One (1) college credit is based on the learning expected from the equivalent of fifteen (15) fifty-minute periods of classroom instruction; with credits for such things as laboratory instruction, internships, and clinical experience based on the proportion of direct instruction to the laboratory exercise, internship hours, or clinical practice hours.

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

1. Lecture: A lecture course is one in which the number of class hours (50-minutes each) per week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listener and/or a participant in activities/discussions conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the amount of preparation preceding the lecture and by the amount of in-class and post-evaluation of the student's out-of-class work, which usually includes reading assignments, term papers and other assignments. A lecture course shall meet for fifteen (15) fifty (50) minute sessions per credit hour.

2. Laboratory: A laboratory course is one in which the contact hours per week do not equal the semester hours credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant which organizes laboratory accouterments in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience.

Instruction generally takes place on a one-to-one basis between the student and the instructor at the laboratory station. Laboratory experiences may be scheduled for a class or be open to a student to work at his own pace under supervision. The ratio of credit hours to contact hours in a laboratory course varies but is usually more than one (1) contact hour per credit hour. Commonly denoted with an “L” designator.

3. Clinical: A clinical course may have lecture hours and/or clinical hours, and each will be credited with points respectively. . The ratio of credit hours to contact hours in a clinical course varies but is usually several contact hours per credit hour. A clinical experience has unique characteristics which include:

- a. The learning experience takes place in a “real life” environment that is generally located in an area not under the direct control of the College or its agents;
- b. There is an element of uncertainty in the learning situation, with discrete events are not pre-programmed;
- c. There are different procedures for the instructor/staff preparation and for student evaluation in a clinical experience than in lectures and/or laboratory classes;
- d. A faculty member in a clinical situation has on-site instructional/supervisory responsibilities for the student and evaluates the student by personal observation.

4. Distance Learning: Distance learning is defined as a formal educational process in which the majority of the instruction (interaction between students and instructors and among students) in a course occurs when students and instructors are not in the same place. Instruction may be synchronous and/or asynchronous.

- a. A distance learning course may employ correspondence study, or audio, video or computer technologies.
- b. Distance learning includes those courses that are prepared by faculty and non-faculty members.
- c. The instructor actively controls the amount and quantity of information which is directed to a specific objective. A Distance Learning class is typified by the consistent interaction between the instructor and the student.
- d. A Distance Learning class is typified by the amount of preparation preceding the electronic communication and by the amount of the student’s on-line assignments and post-evaluation of student’s work, which may include reading assignments, term papers, etcetera. This does not include the use of computers, e-

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

mails or other electronic media as part of the instructional methodology for lecture, laboratory or clinical courses.

(1)e. Online Sections ~~will~~may be considered as part of the faculty member's regular load.

(2)f. A section will have a minimum of 15 enrolled (unless otherwise approved for a lesser number by the Campus Provost).

(3)g. A section will have a maximum of 30 enrolled.

5. Faculty of Record: In some clinical, practicum or cooperative education/work experience courses, the student's primary learning experience may be through work-related training. In such courses, the student's work activities are directed by a clinical/work supervisor. In such courses, a full-time faculty member develops performance-based modules and assigns grades based on the evaluation supplied by the clinical/worksite supervisors. A full-time faculty member supervises the students through coordination with the clinical or work supervisor and through scheduled visits to the clinic or work sites. If a course combines a clinical worksite and faculty-of-record responsibilities, the portion of the course devoted to clinical/worksite responsibilities will receive clinical/worksite points, and the remaining portion will receive faculty-of-record points.

6. Applied Music Course: A student-performance-based music course in which there is only one-to-one interaction between the instructor and the student for the duration of at least one-half contact hour per week.

7. Ensemble Music Course: A student-performance-based music course in which multiple students are instructed within a classroom or rehearsal environment..

8. Workshop Course: A workshop course involves performance or practice taking place in a workshop, theatre, or studio environment.

9. Independent Study Course - An independent study course is one that has a college course prefix and number, utilizes a delivery method designed for one-on-one instruction, is a BCC established course, and complies with that course's approved description and objectives.

10. PSAV: Career credit is the type of credit assigned to courses or course equivalent learning that is part of an organized and specified program leading to a career certificate. It applies to postsecondary adult career courses. One (1) career credit is based on the learning expected from the equivalent of thirty (30) hours of instruction.

11. Combination: A course which combines lecture with either laboratory or clinical activities section. Commonly denoted with a "C" designator.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities**Previously: Articles 14, 20, 21, 22, 27 and new language**

C. Value by Major Function

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

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

6. Applied Music: An applied music instruction course taught by a full-time faculty member will be compensated at the rate of 5 load-points for each half hour of applied music instruction, not to exceed 40 points per term.
7. Ensemble Music Course: A course taught by a full-time faculty member will be compensated at the rate of ten (10) semester load points per 50-minutes of weekly instruction time.
8. Workshop Course: One (1) workshop contact hour per week equals eight (8) points.
9. Independent Study Course: For independent study assignments, a faculty member shall receive the equivalent of two overload-points per student, up to a maximum of 15 students, after which the 30 point maximum will be applicable without regard to the number of students.
10. PSAV: One (1) lecture or laboratory contact hour per week equals ten (10) points.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

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

8.10 – Meeting Load-Point Obligations

A. An instructional faculty member on a Basic Academic-Year Contract (165-days) will fulfill his/her contractual obligation by earning 300 load-points or its equivalent within the academic year. While the expectation is that a faculty member will teach 150 load-points in each of the Fall and Spring Terms to meet his/her obligation, the Administration shall consider a faculty member who has at least 144 load-points and not more than 154 load-points to have fulfilled his/her contractual obligation for the respective term. The supervising administrator, by mutual agreement with the faculty member, may elect to average the load-points over the two semesters allowing less than 150 points in one term provided that the total for the two semesters is 300. Extra compensation for all overloads is also subject to the overload compensation requirements of Section 8.11 below.

B. Except as specified in Section 8.10, A above, an instructional faculty member on an Extended Year Contract must earn 150 load-points or its equivalent in each of the Fall and Spring Terms and a minimum of ten (10) points per week in the summer.

C. A full-time instructional faculty member who is offered and accepts a Twelve-Month Contract will perform the tasks assigned and will be compensated as set forth in Section 8.3, C.

Section 8.11 – Faculty Overloads

Any bargaining unit member who desires an overload teaching assignment may submit a written request to the appropriate ~~Dean or Campus Provost~~ supervising administrator as applicable, with an informational copy to the Department Chair or Program Manager as appropriate, prior to the first instructional day of the term. If the need arises, the Administration may request overload hours to meet the needs of the College. Such requests by unit members will be ~~considered fulfilled~~ fulfilled prior to making instructional assignments to adjunct faculty as provided below. ~~Should an immediate supervisor (Dean or Campus Provost) select an adjunct faculty member for overload assignment over an equally qualified unit member, the unit member, if dissatisfied, will be entitled to a conference with the immediate supervisor (Dean or Campus Provost).~~

A. The Basic Academic-Year Contract requires the faculty member to teach 150 load-points in each of the Fall and Spring Terms. If a faculty member chooses to teach overloads as provided by the Contract, the faculty member will be compensated for overloads as provided in Article 14.

B. A faculty member on a Basic Academic-Year Contract who teaches 150 load-points in the Fall Term and 150 load-points in the Spring Term may request an overload in each of the respective terms.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

1. If overloads are available within the discipline, a faculty member rated “Satisfactory” or better on his/her evaluation will be granted an overload of up to sixty (60) load-points by the supervising administrator.

2. Faculty members rated “Acceptable but needs some improvement” may be permitted to teach an overload; the decision as to whether they are eligible to teach an overload and, if eligible, the number of overload-points that can be taught are within the discretion of the supervising administrator. If such an overload is granted, the overload shall not exceed sixty (60) overload-points.

C. Overload assignments within a discipline shall be distributed equitably by the supervising administrator among faculty with a “Satisfactory” or better evaluation who request an overload. Faculty members with a “Satisfactory” or better rating will receive preference over those with an “Acceptable but needs some improvement” rating who are approved for an overload by his/her immediate supervisor. Any additional overload in excess of those set forth above will be at the discretion of the faculty member’s supervising administrator.

1. A full-time faculty member rated satisfactory shall have priority for sixty (60) load-points over all part-time faculty on all campuses for an overload assignment during the Fall and Spring Terms and 120 overload-points/adjunct during the Summer session, which will be compensated at the overload rate.

2. A full-time instructional faculty member rated satisfactory shall have priority to teach an overload in his own regularly assigned area(s) of instruction and/or discipline over a full-time faculty member outside that area, which will be compensated at the overload rate.

3. Additionally, a tenured full-time faculty member rated satisfactory shall have priority for sixty (60) load-points over all non-tenured, full-time faculty on all campuses for an overload assignment during the Fall and Spring Terms and 60 overload-points/adjunct during the Summer session, which will be compensated at the overload rate.

4. All overloads and adjunct assignments taught will be covered by sick leave as specified in Article 12.1, *Sick Leave*, of this Agreement.

5. Extended-Year contractual faculty members who are (1) rated “Satisfactory” and (2) those rated “Acceptable but needs some improvement” who are permitted by supervising administrators to teach overloads, will be compensated for all such overloads in the term in which they are taught at the overload rate.

D. For instructional overloads, a librarian and a counselor will be subject to the same provisions for an overload assignment as instructional faculty member, including a “Satisfactory” rating by his/her supervising administrator. The Board shall compensate the library and counseling faculty members for instructional overloads pursuant to Article 14 of this Agreement. Library and counseling faculty members will receive contracts for all teaching overload duties. If

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

compensated for an overload, the individual remains responsible for those librarian/counselor duties as assigned by the supervising administrator.

Section 8.12 – Adjunct Instructional Duties

A full-time faculty member who is completing or has completed his Basic Academic-Year contractual obligations prior to or during the Summer Term may also request to teach an adjunct teaching assignment within his/her discipline during the summer. To be eligible, the faculty member must be rated as set forth in Section 8.11, B, above. If the sections are available, a faculty member so rated, requesting an adjunct teaching assignment will be assigned up to 120 load-points at the established overload rate during the summer after all full-time faculty within the discipline have met their minimum contractual. If assigned, the following criteria shall apply to adjunct instructional duties:

A. A full-time instructional faculty member rated “Satisfactory” or better will have priority for adjunct instructional duties of up to 120 load-points over part-time faculty at all campuses

B. Faculty members rated “Acceptable but needs some improvement” may be permitted to teach overloads in the summer. The decisions as to whether they are eligible to teach an overload in the summer and, if eligible, the number of overload-points that can be taught are within the discretion of the immediate Supervising administrator. If such an overload is granted, it will not exceed 60 overload-points.

C. A faculty member may use accrued sick leave for an adjunct course(s). However, an adjunct assignment will not generate sick leave, except as provided for full-time faculty in Article 12.13.

D. A faculty member who takes an approved leave without pay during an adjunct teaching assignment will have his adjunct salary reduced by that proportion of the instructional time missed. Such approved leave may be granted only if the faculty member has used all of his accrued sick/personal leave.

E. A librarian or counselor will be subject to the same provisions for teaching adjunct load-points as an instructional faculty member.

F. Compensation for adjunct load-points shall be at the established overload rate in accordance with Article 14 of this Agreement.

G. A full-time faculty member teaching adjunct assignments will be available by appointment for student consultations one (1) hour per week for each 30 overload-points or major portion thereof.

Section 8.13 – Supplemental Activity Agreement or Release Time for Non-Instructional Duties

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

Section 8.14 – Faculty Members Accepting an Administrative Position

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

B. Reentry of tenured faculty currently in an Administrative Position:

1. Any tenured faculty member who is offered and accepts an administrative position will be placed on Administrative Leave, removed from the faculty salary line and placed on an administrative salary line. The tenured faculty member will retain the right to return to a faculty position under this paragraph until June 30 following four (4) full years on an administrative assignment. If the tenured faculty member who is on an administrative assignment does not elect to return to faculty status by giving written notice to the College President on or before February 15 immediately preceding the June 30 date set forth above, the faculty member will be considered to have voluntarily resigned as a faculty member and will therefore lose his/her tenure (continuing contract) status. Nothing contained in this Agreement grants a right to any future administrative assignment to any tenured faculty member who chooses to remain in administration by resigning his/her faculty position as set forth in this paragraph. The decision as to whether a tenured faculty member voluntarily returns to the faculty status within the period provided under this paragraph and thereby retains his/her continuing contract status is at the sole discretion of the faculty member.

2. Compensation for any tenured faculty member who returns from Administrative Leave under Paragraph 2.a. above will be at the rate on the Board-approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

C. Re-entry of non-tenured faculty who accept an administrative position.

1. Any non-tenured faculty member who is offered and accepts an administrative position will be placed on Administrative Leave, removed from the faculty salary line and placed on the administrative salary line. **The tenure process shall be suspended during the Administrative Leave.** The non-tenured faculty member may seek to re-enter the faculty under the conditions set forth below until June 30 following four (4) full years in an administrative position. The non-tenured faculty member must give written notice to the College President on or before February 15 immediately preceding the July 1 re-entry date of the desire to return to faculty status. If the non-tenured faculty member fails to give the written notice of desire to re-enter the faculty on or before the February 15 deadline, the faculty member will be removed from eligibility for tenure under Article 6.

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

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

2. Compensation for non-tenured faculty members re-entering the faculty under this Section will be at the rate on the Board-approved salary schedule which the employee would be receiving had the employee never been placed on Administrative Leave.

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

a. A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.14; and

b. No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.

4. If there is no open new or vacant full-time faculty position for which the employee is qualified, then the employee may be given a one-year temporary full-time faculty position, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

a. All credential requirements will be satisfied;

b. The transfer will not cause a RIF of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;

c. The transfer will not cause another faculty member to have multi-campus assignments.

d. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the Department Chairperson. If the employee is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

D. Non-Faculty Re-assignments

1. An employee who has never been a faculty member may be given a one-year temporary full-time faculty position with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

a. A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.14; and

b. No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.

2. If there is no open new or vacant full-time faculty position for which the employee is qualified, then the employee may be given a one-year temporary full-time faculty position, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:

a. All credential requirements will be satisfied;

b. The transfer will not cause a RIF of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;

c. The transfer will not cause another faculty member to have multi-campus assignments.

d. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the Department Chairperson. If the employee is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the entry salaries specified in Article 14.

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

ARTICLE 21

DEPARTMENT CHAIRPERSONS

Section 18.15 – Department Chairpersons

A. Department Chairpersons are a liaison between the faculty and the administration and are not supervisory positions. The Department Chairperson performs performance reviews of adjunct

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

faculty, but not full-time faculty. They participate in articulation agreements, memoranda of understanding with outside agencies and professional organizations and coordinates class scheduling. They also assist full-time faculty with textbook adoptions, equipment, class scheduling, and supply and facilities maintenance issues. They also assist the Provost with appointment and training of adjunct faculty. They will be required to work an additional five (5) days beyond the number required by their base contract.

~~The parties agree that the efficient and harmonious operation of the academic area of the College requires that there be a cooperative effort of administration and faculty. Therefore, the parties are establishing a system of department chairpersons to act as coordinators and liaisons between the supervisors and the full-time faculty. Such chairpersons shall have no supervisory responsibilities with regard to other full-time members of the faculty, but will assist the supervisors on each campus to carry out their duties.~~

Section 2B. Department Chairpersons will be selected for two-year terms. In March of the second year, all scheduled positions will be opened and advertised internally by the appropriate Campus Provost's Office using college communication media. The Campus Provost will accept applications from all interested unit members for the position. Department Chairpersons should have continuing contract status and have five years collegiate teaching experience. Any exceptions must be justified to unit members within the department. Selection will be made by April 15. The parties agree that a Department Chairperson may be reappointed, and if a position opens, the notification and application process will be followed.

C. It is also understood that a Campus Provost may make a temporary appointment if necessary pending completion of the application/selection process.

Section 3D. Campus Provosts and Department Chairs should conform to the recommended Department Chair Responsibility List, which can be found in Appendix G.

Section 4E. Department Chairs will be scheduled for a 4035-hour work week and will be required to work at least an additional five (5) days beyond the number required by their base contract at their daily-rate of pay. ~~Department Chairs will be notified concerning their specific days by July 31.~~

Section 5F. The parties recognize that effective use of the Department Chairperson structure requires input from all faculty serving under the Chairpersons. There will be an annual review conducted by the Campus Provost of each Department Chairperson pursuant to Article 9.3 by requesting the full time and adjunct faculty in each Department to complete the instrument set out in Appendix Hx. The purpose of the review is to assess performance and suggest strategies to strengthen the Department.

Section 8.16 – Program Managers

A. Program Managers are a liaison between the faculty and the administration in Health Science and certain other programs and are not supervisory positions. The Program Managers performs performance reviews of adjunct faculty, but not full-time faculty. They participate in articulation agreements, memoranda of understanding with outside agencies and professional organizations

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

and coordinates class scheduling. They also assist full-time faculty with textbook adoptions, equipment, class scheduling, and supply and facilities maintenance issues. They also assist the Provost with appointment and training of adjunct faculty. They will be required to work a minimum of an additional five (5) days beyond the number required by their base contract at their daily-rate of pay.

Section 8.17 – Program Coordinators

Program Coordinators acts as a liaison between the full-time faculty and the administration and is not a supervisory position. The Program Coordinator convenes faculty meetings within the discipline to discuss both college-wide and discipline related items. These meetings include adjuncts. The Program Coordinator will perform curriculum reviews, assist faculty with any changes in the discipline curriculum, and assists with course writing and changes (including on-line and hybrid courses). They review courses for content and adherence to the overseeing accrediting body's standards and set up and facilitate accrediting body inspections of the program and facility. They participate in articulation agreements, memoranda of understanding with outside agencies and professional organizations and coordinate class scheduling. They are also responsible for assisting full-time faculty with textbook selection and equipment and supply and facilities maintenance, student selection and assisting the Provost with appointment and training of adjunct faculty.

Section 8.18 – Curriculum Coordinator Duties

The Curriculum Coordinator position acts as a liaison between the full-time faculty and the administration and is not a supervisory position. The Curriculum Coordinator convenes faculty meetings within the discipline to discuss both college-wide and discipline related items. These meetings include adjuncts. The Curriculum Coordinator will perform curriculum reviews, assist faculty with any changes in the discipline curriculum, and assists with course writing and changes (including on-line and hybrid courses).

ARTICLE 24

SUBSTITUTE TEACHING

Section ~~4~~8.19 – Substitute Teaching

A. It is the responsibility of each teaching faculty member to arrange for a substitute teacher to be available when it is reasonable and practicable, if the faculty member is absent for any reason but shall not make final substitute assignments. The parties recognize that rigid assignment to substitute in certain classes will in some cases be infeasible, and that a flexible arrangement between colleagues to substitute for each other will normally suffice.

Section 2B. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the Dean or Campus Provost with an informational copy to the Department Chairperson showing a substitute teacher for each assigned section. It shall be the responsibility of the unit member to notify the substitute teacher(s) and the Dean or Campus Provost as applicable of any absences,

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

planned or unplanned unless prevented from doing so by certain circumstances beyond the unit member's control. The Dean or Campus Provost may assist in the notification of the substitute teacher in cases of unplanned absences.

~~Section 3C.~~ Serving as a substitute teacher is part of the professional obligation of teaching faculty. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to serve, as long as there is no conflict in class schedules. It is noted that in some cases special work may be assigned to students for the period of the teacher's absence, and that a substitute will not be required. This will be done only with the concurrence of the Dean or Campus Provost as applicable.

~~Section 4D.~~ When an exchange of time is not practicable, the College will compensate the faculty member for the assignment in accordance with the agreed upon rate as specified in Article 14. If the faculty substitute teaches in excess of two (2) consecutive weeks, the Administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14.6. Time spent in serving as a paid substitute will not be credited towards the 35 hour faculty work week obligation.

ARTICLE 27

WORKING CONDITIONS AND ENVIRONMENT

Section 1-8.20 – Working Conditions and Environment

A. Recognizing the importance of a safe and healthful work place, the Board agrees to make reasonable efforts to insure that such conditions conform to applicable statutes.

~~Section 2B.~~ The Board and BCC's administration will support and assist faculty members in dealing with inappropriate student behavior, including assaults, batteries, or threats of bodily harm, but within the parameters of applicable laws and regulations.

A faculty member shall immediately report any work-related assault, battery, or threat of bodily harm, while in the performance of assigned duties, to campus security and/or his/her immediate supervisor. The student shall be immediately removed from the class and disciplined in accordance with the student disciplinary procedure, up to and including expulsion. The faculty member shall not be required to use accumulated sick leave for absence due to an injury resulting from a physical attack.

This provision does not imply that the Board or administration will provide legal counsel or otherwise defray or reimburse faculty members for expenses incurred in these situations.

C. Disruptive Behavior: A faculty member may temporarily dismiss a student from class for disruptive behavior. A faculty member may request of his supervising administrator that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with other students be removed from a course. When requested, the faculty member's supervising administrator shall schedule a meeting with the instructor and the student to attempt to seek an accord, prior to the student returning to class. If the student and the faculty member

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities
Previously: Articles 14, 20, 21, 22, 27 and new language

cannot reach an accord, the Administration will officially notify the student of his rights as provided in the administrative rules and procedures. If, in the opinion of the Administration, the behavior violates F.S. 877.13, the student may be withdrawn, or at the direction of the Administration and with the consent of the receiving faculty member, be transferred to another section.

8.21 – Duplication Facilities

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

8.22 – Grading System

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

8.23 – Class Observations

A faculty member's class shall not be observed by persons other than the College Administration, without prior notice to the faculty member and approval by the Campus Provost. However, this provision will not apply for any program funded by a non-College source, which includes grants that requires such class observations. If a faculty member expresses concern to his supervising administrator over an interruption of his class, the Administration will endeavor to make other arrangements.

8.24 – Salary Checks

A. The faculty member shall receive his annual contract pay in twenty-six (26) equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year. Or at the faculty member's option, he may elect to receive his annual contract pay in equal biweekly installments beginning with the pay period/pay date immediately following the last pay period of the previous contract year and ending one pay period after the end of the Spring Term. Each faculty member shall submit to his supervisor the Faculty Pay Option form (Appendix E) upon acceptance of their Fall Term teaching load each year.

B. Absent an emergency, overload compensation for major terms shall be paid beginning no later than with the paycheck for the third full pay period in the Term, and will be paid in equal

UFF-Brevard Proposal: Article 8 – Faculty Responsibilities

Previously: Articles 14, 20, 21, 22, 27 and new language

installments thereafter. Adjunct compensation for the Summer will begin as soon as reasonably possible and be paid in equal installments of not less than two (2) installments.

C. In the event of an error resulting in under-payment to the faculty member of \$250 or greater, a supplemental check shall be generated and provided to the faculty member not more than two (2) business days after written notification to Human Resources.

D. In the event of an error resulting in under-payment to the faculty member of less than \$250, pay shall be corrected no later than the next regular payroll after written notification to Human Resources.

Tentative Agreement Date: _____

For BCC-BOT:

For UFF-BCC:

Date

Date